

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA**

December 6, 2022

6:00 PM Call to Order/Pledge of Allegiance/Moment of Silence

Meeting Announcements

Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive
Comments From The Public

Consent Items

#1 - Regular Session Minutes, November 29, 2022

#2 - Liquor Minutes, November 29, 2022

#3 - Closed Session Minutes, November 29, 2022

Appointments

Main Street Chestertown

Main Street Chestertown and Greater Rock Hall Business Association
Update on Businesses

Charles Mills, GAFF Consultancy

Police Accountability Board, Appointment of Board Chair

Departmental Appointments

Jamie Williams, Director, Economic and Tourism Development

Photo Contest Grand Prize Winners Presentations

Bill Mackey Director, Planning, Housing, and Zoning

2022 Town of Millington Annexation Proposal

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Queen Anne's County Department of Health Contract

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Minary's Dream Alliance FY2023 Contract, Academy Afterschool Program

Letters for Signature

Police Accountability Board

Appointment Letters

Public Comment/Media Review

Procedures For Public Comment

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Marty Hale, Director, Human Resources

Employment Contracts

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

Marty Hale, Director, Human Resources

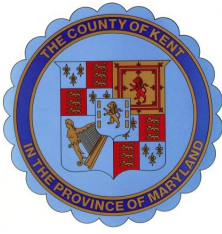
Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)



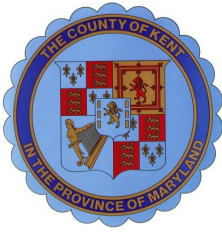
**Time Is Allotted At The End Of Each Meeting For The Commissioners
To Receive Comments From The Public
12/6/2022
County Commissioners Meeting**



**#1 - Regular Session Minutes, November 29, 2022
12/6/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, November 29, 2022
12/6/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



**#3 - Closed Session Minutes, November 29, 2022
12/6/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



Main Street Chestertown 12/6/2022 County Commissioners Meeting

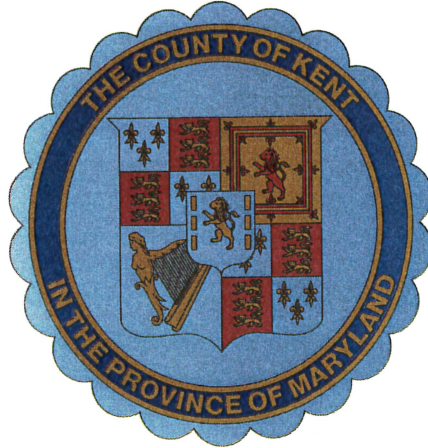
Item Summary:

Main Street Chestertown and Greater Rock Hall Business Association
Update on Businesses

ATTACHMENTS:

Description

12.06.22 Jamie Williams Certificate of Recognition



Certificate of Recognition

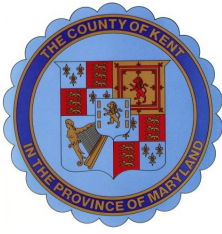
This is to certify that
Jamie Williams
Director, Economic and Tourism Development
is hereby recognized

for her exemplary service to supporting, helping to retain, and enhancing the County's local business affected by the economic challenges posed by the global COVID-19 pandemic. The grants program that Ms. Williams administered permitted a disbursement of \$1,205,594.00, helping various businesses within our community keep their lights on, support staff to telework, set up and or increase online sales framework, and upgrade IT infrastructure during an economic downturn that impacted small businesses County wide in a manner that we have not seen since the Great Recession. We wish to express our sincere gratitude for your efforts, continued devotion, and dedication to supporting the Kent County business community.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

P. Thomas Mason *Ronald H. Fithian* *Robert N. Jacob, Jr.*
P. Thomas Mason, President Ronald H. Fithian, Member Robert N. Jacob, Jr., Member

December 6, 2022



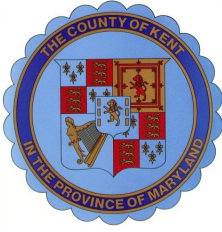
Charles Mills, GAFF Consultancy
12/6/2022
County Commissioners Meeting

Item Summary:

Police Accountability Board, Appointment of Board Chair

ATTACHMENTS:

Description



Jamie Williams, Director, Economic and Tourism Development
12/6/2022
County Commissioners Meeting

Item Summary:

Photo Contest Grand Prize Winners Presentations



Bill Mackey Director, Planning, Housing, and Zoning
12/6/2022
County Commissioners Meeting

Item Summary:

On November 14, 2022, the Town of Millington forwarded its 2022 Millington Annexation Proposal for County review.

On December 1, 2022, the Planning Commission met to review the proposal. A letter of recommendation from the Planning Commission is attached.

The Town of Millington is scheduled to hold its public hearing on this matter on December 13, 2022, at 6:30 p.m.

ATTACHMENTS:

Description

Letter re Annexation of Mountaire Property from Town of Millington

Planning Commission Letter re 2022 Millington Annexation Proposal

2022 Millington Annexation Aerial Map

2022 Millington Annexation - County Zoning Map

2018 Kent County Designated Growth Areas (Map 5)

2018 Millington Proposed Annexation Area (Map 5-2)

12.07.22 Kevin Hemstock, Mayor, Town of Millington, Proposed Annexation of Mountaire Property

Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

Phone: (410) 928-3880 Fax: (410) 928-5764

Website: millingtonmd.us

November 14, 2022

Kent County Planning & Zoning
400 High Street
Chestertown, Maryland 21620

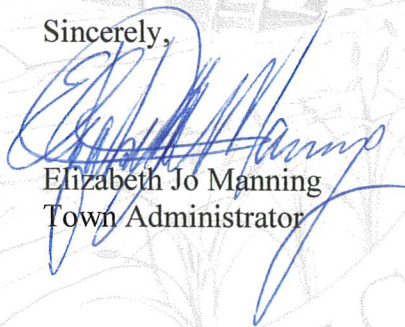
Re: Annexation of Mountaire property
Millington, Maryland

Honorable Planning & Zoning Members:

Enclosed are documents pertaining to the future annexation of the land owned by Mountaire Farms of Delaware, Inc. into the Town of Millington. The Millington Council introduced Resolution 2022-10 for this annexation at its meeting on November 9, 2022. The public hearing is scheduled for December 13, 2022 at 6:30 PM during the regular Council meeting.

Do not hesitate to contact me with any questions or concerns. Thank you for your consideration in this matter.

Sincerely,



Elizabeth Jo Manning
Town Administrator

Enclosures

Kevin Hemstock, Mayor
Michelle Holland, Council Mark Linton, Council
Zita Seals, Council Wayne Starkey, Council

DEPARTMENT OF
PLANNING, HOUSING & ZONING
RECEIVED 11/17/22
blg

TOWN OF MILLINGTON PUBLIC NOTICE PUBLIC HEARINGS

The Mayor and Council for the Town of Millington will be holding a Public Hearing to consider Resolution 2022-10 to approve the Annexation of 2.00± Acres of Land located at the East Side of Delaware Railroad Avenue, Millington, Maryland. Further described as beginning for the same at a concrete monument located on the Southwest corner of the lot hereby conveyed and on a boundary line between this property and the property of or formerly of Robert G. O'Dell et al, Inc. and running thence by and with the property line as aforesaid North 74 degrees 00 minutes West 173.06 feet to an iron pipe; running thence still with the property line of Robert G. O'Dell et al, Inc. North 05 degrees 20 minutes West 128.8 feet to an iron pipe located on the line of the Pennsylvania Railroad property; running thence by and with said Railroad property North 17 degrees 30 minutes East 286.63 feet to an iron pipe located on the Northwest corner of the lot herein conveyed; running thence South 74 degrees 18 minutes East 232.24 feet to an iron pipe; and running thence with the property line of or formerly of James V. Reynolds South 18 degrees 47 minutes West 408.20 feet to a concrete monument and the place of beginning (see plat files in E.H.P. No. 64, folio 181).

Being the same property conveyed unto Central Grain, Inc., a corporation duly formed under the laws of the State of Delaware by Davis Concrete Co., Inc., a corporation duly formed under the laws of the State of Maryland, by deed dated November 13, 1990 and recorded among the land records of Kent County in Liber EHP 299, folio 57.

**The Public Hearing will take place
on Tuesday, December 13, 2022 at 6:30 PM**

**By Order of
Mayor and Council of Millington
410-928-3880
townadmin@millingtonmd.us**

RESOLUTION 2022-10
A RESOLUTION TO APPROVE ANNEXATION of
2.00± ACRES OF LAND AS DESCRIBED IN LOCATED
AT THE EAST SIDE OF DELAWARE RAILROAD AVENUE,
MILLINGTON, MD, MAP 0400, PARCEL 0258

WHEREAS, the Mayor and Council of Millington is granted the authority to annex land pursuant to Article 11-3 of the Constitution of the State of Maryland, and Section 19 or Local Government Article of the Annotated Code of Maryland, 1975 Edition, as amended, entitled "Municipal Corporations" , and

WHEREAS, the Mayor and Council of Millington has determined the proposed annexation will not create any unincorporated area which is bounded on all sides by real property presently within the corporate limits of the town, or real property proposed to be within the corporate limits of the Town as a result of the annexation, or any combination of such properties, and

WHEREAS, the Mayor and Council of Millington have received consent from the owners of more than 25% of the assessed value of the area to be annexed; and

WHEREAS, an annexation plan has been promulgated and is available for public review and discussion at public hearings to be held;

NOW THEREFORE BE IT RESOLVED that the Mayor and Council amend the Charter of Millington by adding a new section of Millington described as follows:

Beginning for the same at a concrete monument located on the Southwest corner of the lot hereby conveyed and on a boundary line between this property and the property of or formerly of Robert G. O'Dell et al, Inc. and running thence by and with the property line as aforesaid North 74 degrees 00 minutes West 173.06 feet to an iron pipe; running thence still with the property line of Robert G. O'Dell et al, Inc. North 05 degrees 20 minutes West 128.8 feet to an iron pipe located on the line of the Pennsylvania Railroad property; running thence by and with said Railroad property North 17 degrees 30 minutes East 286.63 feet to an iron pipe located on the Northwest corner of the lot herein conveyed; running thence South 74 degrees 18 minutes East 232.24 feet to an iron pipe; and running thence with the property line of or formerly of James V. Reynolds South 18 degrees 47 minutes West 408.20 feet to a concrete monument and the place of beginning (see plat files in E.H.P. No. 64, folio 181).

Being the same property conveyed unto Central Grain, Inc., a corporation duly formed under the laws of the State of Delaware by Davis Concrete Co., Inc., a corporation duly formed under the laws of the State of Maryland, by deed dated November 13, 1990 and recorded among the land records of Kent County in Liber EHP 299, folio 57.

BE IT PROVIDED that the area to be annexed will become part of the Town of Millington and that persons residing in the area, and their property, and the owners of the property herein, shall be subject to the provisions of the Charter of Millington and its Municipal Ordinances and Resolutions, and that such persons and their property shall be subject to municipal taxation and entitled to municipal services and facilities equal to such taxation imposed and such services and facilities provided to the other residents and property owners of Millington, subject to the provisions contained herein, and

BE IT FURTHER PROVIDED, that the property being annexed shall be zoned in compliance with the Millington Comprehensive Plan and ratified by Kent County.

BE IT FURTHER RESOLVED, provided further that there shall have been published in the Kent County News, a newspaper of general circulation serving the community of Millington, once in each of the four weeks commencing November 17, 2022, a brief and accurate description of the area to be annexed and the conditions and circumstances applicable thereto, including notice of a public hearing to be held by the Mayor and Council on the proposed annexation on December 13, 2022, provided further that such public hearing shall have been held, and unless a proper petition for referendum shall have been filed as provided by Section 19 of Local Government Article of the Annotated Code of Maryland prior to such effective date.

AND BE IT FURTHER RESOLVED, that the Mayor of Millington is hereby specifically directed to carry out the provision of the above section hereof regarding the giving of notice by publication of the material directed therein to be published, and as evidence of that compliance, the Town Manager shall cause to be affixed to the Annexation Resolution a certificate of the publication of the newspaper in which such material shall have been published, and the Mayor, if there is no petition for referendum, shall declare the Annexation Resolution to be effective on the effective date herein provided, by affixing his/her signature here to in the space provided below the effective date hereof.

AND BE IT FURTHER RESOLVED, that, if a proper petition for referendum on the Annexation Resolution herein proposed is filed, the Mayor and Council and other proper officials of the Town of Millington shall comply with the provisions set forth in Section 19, Local Government Article of the Annotated Code of Maryland.

AND BE IT FURTHER RESOLVED, that as soon as the Annexation Resolution hereby made shall become effective, either as herein provided or following a referendum, the Mayor of Millington shall promptly register both the original boundaries and the new boundaries with the Town Manager and the Clerk of the Court of Kent County, Maryland, and shall send separately by registered mail to the Secretary of State of Maryland, the Director of the Hall of Records, the State Law Library, and to the Department of Legislative Reference of Maryland, a complete certified copy of the text of this Resolution, the date of the referendum, if any is held, a certificate showing the number of Council members voting for and against it, and a report on the votes cast for or against the amendment hereby enacted and any referendum hereon and the effective date of the Annexation Resolution.

This resolution introduced this 9th day of November 2022. Public Hearing held December 13, 2022. Approved for adoption, this 13th day of December, 2022.

Mayor and Council of Millington

Attest to All

Kevin Hemstock, Mayor

Elizabeth Jo Manning, Town Administrator

Michelle Holland, Council

Mark Linton, Council

Zita Seals, Council

Wayne Starkey, Council

The Charter Amendment passed by the foregoing Resolution on December 13, 2022.
Effective 45 days thereafter.

Elizabeth Jo Manning, Town Administrator

ANNEXATION AGREEMENT

This Annexation Agreement (the Agreement) is made this 9th day of November 2022, between the Town of Millington (the “Town”) and Mountaire Farms of Delaware, Inc. (“Mountaire Farms”) for property located at the east side of Delaware Railroad Avenue, Millington, Maryland, listed in Maryland Department of Assessments as Map 0400, parcel 0258, Account #01-018659.

- A. Mountaire Farms is the fee simple owner of a particular tract or parcel of land (from now on referred to as the “Annexation Property”) located adjacent to the Millington corporate boundary and more particularly described in a deed recorded in the records of Kent County as MLM 00197/00088 (see Addendum A).
- B. The Annexation Property consists of 2.00± acres of land, more or less, adjacent to and contiguous with a portion of the northern boundary of the Town.
- C. The Annexation Property is considered “Storage of goods or materials used in or produced by permitted commercial and industrial uses and related activities subject to application district regulations” and use for Annexation Property will be authorized when zoned Light Industrial. No variance is intended as the Town is not denying the usage or requesting a change in the degree of traffic.
- D. The Town has submitted an annexation proposal that complies with the Land Use Article and the Local Government Article of the Annotated Code of Maryland.
- E. The Town wishes to annex the property based on specific aims about anticipated town zoning, the future availability of public utilities and services, and future economic development.
- F. The Town desires to control the growth that will occur in its designated growth areas and intends explicitly that development in annexation areas not result in more substantial Municipal and County expenditures than anticipated revenues, which would indirectly burden existing Town or County residents with the costs of services or facilities to support the area annexed. Accordingly, the costs of providing roads, utilities, parks, and other community services will be borne by the Town and its developers of future projects in this location.

NOW, THEREFORE, in consideration of the above recitals and representations, and mutual interests, covenants, agreements, and undertakings set forth herein, and the mutual promises and covenants herein contained, the sufficiency of which is expressly acknowledged, the County and the Town mutually agree as follows:

SECTION 1. Property.

The property subject to this Annexation Agreement is identified in the tax records of Kent County, Maryland as Parcel 258 on Tax Map 400 and is shown on the Annexation Plat (see attached Addendum B), which is incorporated by reference as a part hereof.

SECTION 2. Consistency with the Comprehensive Plan

The Annexation Property is located within an area designated as the Town's future annexation area in the Growth Management Element of the Town's Comprehensive Plan. The Millington Comprehensive Plan states: " ... all annexations must be consistent with the Town's municipal growth element," and requires that any "future annexation will include a detailed 'Annexation Agreement' between the landowner(s) and the Town".

SECTION 3. Land Use/Zoning

Existing Use.

- 3.1 At present the 2± acres located on the east side of Delaware Railroad Avenue is improved by two (2) grain storage bins. This property is currently zoned Village in the Kent County Land Use Ordinance.
- 3.2 The Town agrees that all existing land uses of the Annexation Property may continue after annexation subject to all applicable ordinances and regulations in the Code of the Town of Millington, including Chapter 80 Zoning.

Existing Zoning

- 3.3 According to the Zoning District Map of Kent County, Maryland, this Annexation Property is zoned Village.

Proposed Zoning

- 3.4 The zoning classifications for the Annexation Property shown on the Zoning District Map of Kent County, Maryland, will be the interim zoning designation that will apply until that date being five (5) years from the time of annexation unless waived by the Commissioners of Kent County, MD.
- 3.5 After five (5) years from the date of annexation the property will be zoned Light Industrial as then provided under the provisions of Chapter 80, Code of the Town of Millington.

SECTION 4. Conditions

Except for the expense reimbursement provisions and indemnities in this section, which are continuing obligations of the Town, this Agreement is contingent in its entirety upon successful and final annexation of the Annexation Property into the Town. The annexation will not become effective until all requirements of such annexation have been satisfied and the annexation approved in the manner established by statute. These conditions should not affect or otherwise diminish the Town's right to be a party to and participate in all legal proceedings as well as initiate legal proceedings against a third party.

SECTION 5. Mutual Assistance

Mountaire Farms and the Town shall do all things reasonably necessary or appropriate, and in compliance with the Town's standard practices and procedures, to carry out and to expedite the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties. The parties will assist each other in carrying out the terms and provisions of this Agreement such as by holding public hearings, giving notice, and other actions as may be necessary to enable the parties to comply with the terms and provisions of this Agreement.

The County and the Town agree to promptly execute its part in all permit applications needed by the Town from: the Maryland Department of the Environment, the Maryland State Highway Administration, Kent County and its various agencies and departments, or any other public agencies from which a permit is required to develop the Annexation Property. All such permit applications shall be prepared in accordance with applicable rules, regulations, and laws, and the Millington Comprehensive Plan and the parties further agree to cooperate in the securing of such permits or approvals from such agencies.

SECTION 6. Other Provisions.

- 6.1 **Applicable Law.** It is the intention of the parties that all questions concerning the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.
- 6.2 **Entire Agreement, Future Documents.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.
- 6.3 **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 6.4 **Binding Effect.** Subject to the provisions of this paragraph, the terms of this Agreement shall be binding upon and shall inure to the benefit of the parties, any successor municipal authorities of the Town, successor of record of the Annexation Property and the successors and assigns of the County. It is expressly understood and agreed that the County may assign its benefits, rights, duties, and obligations either as part of the conveyance of the Annexation Property as entirety or severally as part of conveyances of portions of the Annexation Property.

It is expressly agreed by all parties and their successors of that portion of the Annexation Property shall have no contractual rights to control, approve or otherwise direct the size, density, proposed uses, style, arrangement, timing, phasing, or any other aspect of development of the remainder of the Annexation property that the petitioner does own. No provision of this Agreement shall create any third-party beneficiary rights or other rights in any person or entity, not a party hereto.

- 6.5 **Severability.** In case any single or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Agreement

shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 6.6 Enforceability. This Agreement shall be specifically enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action or suit at law or in equity to secure the performance of the covenants herein contained, subject to the indemnity provisions of Section 5 of this Agreement.
- 6.7 Exhibits. Attached to this Agreement are exhibits in support of or for clarification.
- 6.8 Recording. This Agreement shall be recorded in the land records of Kent County at the expense of the Town.

IN WITNESS WHEREOF, the parties have executed and sealed this Agreement as of the day and year first above written, provided, however, that for the purposes of determining the date hereof, as used in this Agreement, such date shall be the last date any of the parties hereto executes this Agreement.

Date

Mountaire Farms of Delaware, Inc.

Witness

Town of Millington

Addendum A – Recorded Deed MLM 00197/00088

Addendum B – Annexation Plat and Legal Description

Richards, Layton & Finger, P.A.
One Rodney Square
P.O. Box 551
Wilmington, DE 19899

FILED
CLERK OF CIRCUIT COURT
KENT COUNTY

LIBER 0197 FOLIO 088

'00 MAY 15 AM 10 22

THIS DEED, made this 12th day of May, 2000, by CENTRAL GRAIN, INC., a Delaware corporation, of the first part, Grantor, and MOUNTAIRE FARMS OF DELAWARE, INC., a Delaware corporation, of the second part, Grantee.

WITNESSETH:

THAT FOR AND CONSIDERATION of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the said CENTRAL GRAIN, INC., a Delaware corporation, does hereby grant and convey unto the said MOUNTAIRE FARMS OF DELAWARE, INC., a Delaware corporation, its successors and assigns, forever in fee simple, all the hereinafter described property:

ALL that lot or parcel of land situate, lying and being in the First Election District of Kent County, Maryland, and more particularly described in Exhibit "A" attached hereto

BEING the same property conveyed unto Central Grain, Inc., a Delaware corporation, by Robert O'Dell and Gladys O'Dell, by Deed dated September 17, 1975, and recorded among the Land Records of Kent County, Maryland in Liber EPH 64, folio 775.

BEING the same property conveyed unto Central Grain, Inc., a Delaware corporation, by Davis Concrete Company, Inc., a Maryland corporation, by Deed dated November 13, 1996, and recorded among the Land Records of Kent County, Maryland in Liber EPH 299 folio 500.

BEING the same property conveyed unto Central Grain, Inc., a Delaware corporation, by Robert W. Blanchette et al., by Deed dated September 13, 1978, and recorded among the Land Records of Kent County, Maryland in Liber EPH 84, folio 274.

TOGETHER with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said MOUNTAIRE FARMS OF DELAWARE, INC., a Delaware corporation, its successors and assigns, forever in fee simple. SUBJECT, HOWEVER, to all easements, right-of-way and utility rights of way of record and the restrictions and conditions of record.

AND the said Grantor does hereby covenant that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will

IMP. FID. SURETY	5.00
RECORDING FEE	20.00
RECORDATION T	660.00
TR TAX COUNTY	500.00
TR TAX STATE	500.00
100% OF LAND	1,685.00
Rest KT01	Rcpt \$ 31412
MLM SH	Blk \$ 715
MAY 15, 2000	10:36 am

RLP1-2154846-1

TAXES FOR 2000
ALL PRIOR
TOWN OF WILMINGTON, MD.

KENT COUNTY CIRCUIT COURT, 107, 2-00086, 100A-0287000, Printed 09/21/2022. Date available 12/14/2000. STATE DEPARTMENT OF ASSESSMENTS & TAXATION FOR KENT COUNTY

TAXES FOR 1999-2000 AND ALL PRIOR YEARS HAVE BEEN PAID.

warrant specially the property hereby conveyed; and that it will execute such other and further assurances of the same, as may be requisite.

AS WITNESS the hand of the proper officer of said Grantor, the day and year first above written.

Witness:

CENTRAL GRAIN, INC.

[Signature]

[Signature] (SEAL)
By: Jeffery M. Swain
Title: Chief Operating Officer

STATE OF DELAWARE)

COUNTY OF New Castle) ss

I hereby certify that on this 11th day of May, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared, Jeffery M Swain, who acknowledged himself to be the President of Central Grain, Inc., a Delaware corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as said office, and further made oath that this conveyance is not a part of a transaction in which is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Corporation, giving oath under penalties of perjury that the consideration recited is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

Kathleen M. Lefebvre
My Commission Expires Notarial Officer - State of Delaware
pursuant to 29 Del. C. § 4323(a)(3).

This document was prepared under the supervision of an attorney admitted to practice before the Courts of Delaware, or by one of the parties named in the within instrument.

AFTER RECORDING MAIL TO:

Eastern Shore Title Company

Telephone: 410-820-4426

P. O. Box 857

Easton, MD 21601

File No.: _____

THIS DOCUMENT WAS PREPARED UNDER THE SUPERVISION OF AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURTS OF MARYLAND, OR BY ONE OF THE PARTIES NAMED IN THE WITHIN INSTRUMENT.

[Signature]
W. THOMAS FOUNTAIN

EXHIBIT A
Legal Description**PARCEL A**

ALL that parcel or tract of land situate and lying in or near the Town of Millington in the First Election District of Kent County, Maryland, more particularly described as follows:

BEGINNING at a point in the northerly line of Back Street distant one hundred forty two feet measured south seventy-four degrees thirty minutes East along the said northerly line of Back Street from a point in the line established as the center line of railroad of The Delaware Railroad Company known as the Centreville Branch; from the said point of beginning the following seven courses and distances, the first three thereof being land of said The Delaware Railroad Company: (1) North no degrees 42 minutes East three hundred ten feet and fifty two one hundredths of a foot to a point; (2) Northwardly, having the said last described courses as tangent on a curve to the right having a radius of 449 feet, the chord of which bears North nine degrees six minutes east for a length of one hundred thirty-one feet and eighteen one hundredths of a foot, an arc length of one hundred thirty-one feet and sixty-five one hundredths of a foot to a point distant thirty-three feet measured eastwardly and at right angles from the said center line of railroad; (3) North seventeen degrees thirty minutes East, tangential to the said last described curve, on a line parallel with and distant thirty-three feet measured eastwardly, and at right angles from said center line of railroad, ninety-one feet fifty-eight one hundredths of a foot to a point in a westerly line of land of Edward W. Vansant; (4) South five degrees twenty minutes East, by said last mentioned land one hundred twenty-eight feet and eight-tenths of a foot to a point; (5) South seventy-four degrees East, partly by said last mentioned land and partly by land now or formerly of the Hurlock Estate two hundred thirty-two feet, more or less, to a point in a northwesterly corner of land now or formerly of the estate of Fred Numbers; (6) South sixteen degrees West, by said last mentioned land, four hundred feet to a point in the said northly line of Back Street; and thence; (7) North seventy-four degrees thirty minutes West along the said northerly line of Back Street one hundred eighty-eight feet, more or less, to the place of beginning; containing two acres and twenty-seven one hundredths of an acre, more or less.

BEING the same property which was conveyed unto Central Grain, Inc., a body corporate of the State of Delaware, by Robert G. O'Dell and Gladys J. O'Dell, his wife, by deed dated September 17, 1975 and recorded among the land records of Kent County, Maryland in Liber EHP64, folio 775.

PARCEL B

ALL that lot or parcel of ground, situate, lying and being in the First Election District of Kent County, in or near the Town of Millington, and described as follows, that is to say:

BEGINNING for the same at a concrete monument located on the Southwest corner of the lot hereby conveyed and on a boundary line between this property and the property of or formerly of Robert G. O'Dell et al, Inc. and running thence by and with the property line as aforesaid North 74 degrees 00 minutes West 173.06 feet to an iron pipe; running thence still with the property line of Robert G. O'Dell et al, Inc. North 05 degrees 20 minutes West 128.8 feet to an iron pipe located on the line of the Pennsylvania Railroad property; running thence by and with said Railroad property North 17 degrees 30 minutes East 286.63 feet to an iron pipe located on the Northwest corner of the lot herein conveyed; running thence South 74 degrees 18 minutes East 232.24 feet to an iron pipe; and running thence with the property line of or formerly of James V. Reynolds South 18 degrees 47 minutes West 408.20 feet to a concrete monument and the place of beginning. (See plat files in E.H.P. No. 64, folio 181).

BEING the same property conveyed unto Central Grain, Inc., a corporation duly formed under the laws of the State of Delaware by Davis Concrete Co., Inc., a corporation duly formed under the laws of the State of Maryland, by deed dated November 13, 1990 and recorded among the land records of Kent County in Liber EHP 299, folio 57.

PARCEL C

ALL that parcel of land situate in Millington, County of Kent, and State of Maryland, bounded and described according to a plan of a survey made by Ervin Engineering, dated April 21, 1978 as follows; VIZ:

BEGINNING at a point marked by an iron pipe now set at the intersection of the easterly right of way line of The Delaware Railroad Company with the northerly right of way line of Back Street, said street having a 33 foot wide right of way, said point of beginning also being located 33.00 feet distant southeasterly, measured at right angles, from the centerline of the

LIBER 0197 FOLIO 91

main track of the railroad, said centerline of track also being the centerline of the 66 foot wide railroad right of way; thence with the easterly right of way line of said Railroad North 17 degrees 36 minutes 00 seconds East, a distance of 430.45 feet to an iron pipe now set marking a corner to land, now or formerly of Central Grain, Inc., as recorded in Liber 064 folio 775 among the land records of Kent County, Maryland; thence with the westerly line of said land now or formerly of Central Grain, Inc., the following two courses and distances: (1) Southwardly, along a curve to the left having a radius of 449.00 feet, a chord length of 131.18 feet along a chord bearing of South 09 degrees 11 minutes 59 seconds West, an arc distance of 131.65 feet to an iron pipe now set; thence (2) South 00 degrees 48 minutes 00 seconds West, a distance of 307.54 feet to an iron pipe now set on the northerly right of way line of Back Street; thence with the northerly right of way line of Back Street, North 75 degrees 42 minutes 54 seconds West, a distance of 108.23 feet to the point and place of beginning. Containing 19,887 square feet, or 0.4565 of an acre, more or less.

RESERVING, however, unto the said Grantor, the existing railroad track and appurtenances thereto, located upon the premises hereinabove described, together with the right, but not the obligation to enter upon the premises for a period of 180 days after the date of delivery hereof, for the purposes of removing said track and appurtenances.

SUBJECT, however, to the state of facts disclosed by the survey hereinabove mentioned.

BEING the same property conveyed unto Central Grain, Inc. by deed from Robert W. Blanchette, et. al. dated September 13, 1978 and recorded among the land records of Kent County, Maryland in Liber EHP 84, folio 274.

5-15-00 THE FOREGOING Deed FILED
FOR RECORD AND IS ACCORDINGLY RECORDED AMONG
THE LAND RECORDS OF KENT COUNTY, MARYLAND, IN
LIBER MLM NO. 197 FOLIOS 88-91
Mark L. Thompson CLERK

State of Maryland Land Instrument Intake Sheet

[] Baltimore City [X] County: KENT

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	([] Check Box if Addendum Intake Form is Attached.)					
		1	Deed	2	Mortgage	Other	Other
			Deed of Trust		Lease		
2	Conveyance Type Check Box		Improved Sale	X	Unimproved Sale		Multiple Accounts
			Arms-Length [1]		Arms-Length [2]		Arms Length [3]
3	Tax Exemptions (if Applicable)	Recordation					
		State Transfer					
	Cite or Explain Authority	County Transfer					
4	Consideration and Tax Calculations	Consideration Amount				Finance Office Use Only	
		Purchase Price/Consideration \$ 100,000.00				Transfer and Recordation Tax Consideration	
		Any New Mortgage \$ 850,000.00 (EXEMPT)				Transfer Tax Consideration \$	
		Balance of Existing Mortgage \$				X () % = \$	
		Other: \$				Less Exemption Amount - \$	
		Other: \$				Total Transfer Tax = \$	
		Full Cash Value \$ 100,000.00				Recordation Tax Consideration \$	
						X () per \$500 = \$	
						TOTAL DUE \$	
5	Fees	Amount of Fees		Doc. 1	Doc. 2	Agent:	
		Recording Charge		\$ 75.00	\$ 75.00	Tax Bill:	
		Surcharge		\$ 5.00	\$ 5.00	C.B. Credit:	
		State Recordation Tax		\$ 660.00	\$	Ag. Tax/Other:	
		State Transfer Tax		\$ 500.00	\$		
		County Transfer Tax		\$ 500.00	\$		
		Other		\$	\$		
		Other		\$	\$		
6	Description of Property	District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
		01	013289	64/775	400	257	[] (5)
		01	018639	299/57	400	258	
		01	004514	84/274	400	259	
	SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(ii).	Subdivision Name		Lot (3a)	Block(3b)	Sect/AR(3c)	Plat Ref.
							SqFt/Acreage(4)
		Location/Address of Property Being Conveyed (2)					
		FIRST ELECTION DISTRICT, MILLINGTON, KENT COUNTY, MARYLAND					
		Other Property Identifiers (if applicable)				Water Meter Account No.	
		Residential [X] or Non-Residential []		Fee Simple [X] or Ground Rent []		Amount:	
		Partial Conveyance? [] Yes [X] No		Description/Amt. of SqFt/Acreage Transferred:			
		If Partial Conveyance, List Improvements Conveyed:					
7	Transferred From	Doc. 1 - Grantor(s) Name(s)				Doc. 2 - Grantor(s) Name(s)	
		CENTRAL GRAIN, INC.				MOUNTAIRE FARMS OF DELAWARE, INC.	
		Doc. 1 - Owner(s) of Record, if Different				Doc. 2 - Owner(s) of Record, if Different from	
						RONALD M. CAMERON, CHAIRMAN	
8	Transferred To	Doc. 1 - Grantee(s) Name(s)				Doc. 2 - Grantee(s) Name(s)	
		MOUNTAIRE FARMS OF DELAWARE, INC.				FARM CREDIT SERVICES OF CENTRAL ARKANSAS	
		New Owner's (Grantee) Mailing Address					
		204 EAST 4TH STREET, NORTH LITTLE ROCK, ARKANSAS 72119-5726					
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)				Doc. 2 - Additional Names to be Indexed (Optional)	
10	Contact/Mail Information	Instrument Submitted By or Contact Person				Return to Contact Person	
		Name:				Hold for Pickup	
		Firm: Eastern Shore Title Company				Return Address Provided	
		Address: P.O. Box 857					
		Easton, MD 21601					
		Phone: 410-820-4426					
		11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER					
		Assessment Information	Yes	X	No	Will the property being conveyed be the grantee's principal residence?	
			Yes	X	No	Does transfer include personal property? If yes, identify:	
			Yes		No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)	
		Assessment Use Only - Do Not Write Below This Line					
		[] Terminal Verification [] Agricultural Verification [] Whole [] Part [] Tran. Process Verification					
		Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.:		
		Year	19	19	Geo.	Map	Sub
		Land			Zoning	Grid	Plat
		Buildings			Use	Parcel	Section
		Total			Town Cd.	Ex. St.	Ex. Cd.
		REMARKS:					

Harry A. Smith, Jr., Prof.L.S.

10644 Big Stone Road

Millington, MD 21651

Ph.443-480-5080

delmarvasurveyco@yahoo.com

**Description Of Lands
To Be Annexed To
The Town Of Millington
First District, Kent County, Maryland
Area Equals 2.915 Acres Of Land, More Or Less
Basis Of Bearings Is Plat M.L.M. 197/088**

LEAVING the lands of the Maryland Department of Transportation and binding with the aforesaid Mountaire Farms of Delaware, Inc lands and continuing with the Millington Town Boundary the (2) two following courses and distances;

- 1) South 78°56'54" East 232.22' to a point;
- 2) South 14°08'06" West 408.20' to a point located on the northern most boundary line of other lands of Mountaire Farms of Delaware, Inc.(197/88)(P.257);

THENCE continuing to bind with the Millington Town Boundary and running through the aforesaid Mountaire Farms of Delaware, Inc. lands;

- 3) North 79°49'28" West 257.08' to a point located in the centerline of the aforementioned lands of the Maryland Department of Transportation; said point being also shown as Boundary Corner #9 on the aforementioned "Town Boundaries" plat;

THENCE binding with the centerline of the aforesaid lands of the Maryland Department of Transportation and continuing with the Millington Town Boundary;

- 4) North 12°53'16" East 428.90' to Boundary Corner #19 on the aforementioned "Town Boundaries" plat;

THENCE leaving the centerline of the Maryland Department of Transportation lands and running through the lands now or formerly of the Town of Millington (694/215) and the aforementioned County Commissioners of Kent County lands;

- 5) North 87°55'42" West 672.64' to Boundary Corner #18 located in the approximate centerline of the aforementioned Maryland Route 313;

THENCE binding with the approximate centerline of Maryland Route 313 and continuing with the Millington Town Boundary;

- 6) North 07°32'53" West 679.26' to the point of beginning.

Containing in all 27.370 acres of land, more or less, as surveyed and shown as shown on a plat prepared by Harry A. Smith, Jr., Professional Land Surveyor entitled "Annexation Plat of The Town of Millington" dated July 18, 2022.

This Metes and Bounds Description, the Boundary Survey on which It Is based and the Survey Work reflected in it, has been personally prepared by me, Harry A. Smith, Jr., Professional Land Surveyor and is in compliance with the regulations set forth in COMAR 09.13.06.03, 09.13.06.08 and 09.13.06.12.





Planning Commission
Department of Planning, Housing, and Zoning

December 1, 2022

The Honorable P. Thomas Mason, President
County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

Re: 2022 Millington Annexation Proposal

Dear Mr. Mason:

At its meeting on December 1, 2022, the Kent County Planning Commission reviewed the proposed annexation by the Town of Millington of a 2.00± acre property owned by Mountaire Farms of Delaware, Inc., which is located on the east side of Delaware Railroad Ave. It's zoned Village and improved with two grain tanks. The rest of the grain facility is located on a separate parcel that is already within the Town limits. This parcel is entirely surrounded by land within the Town limits and is only connected to unincorporated land via the railroad right-of-way.

The annexation parcel is included in the Municipal Growth Element of the Millington Comprehensive Plan and is considered a priority for annexation. The parcel is not currently planned for water or sewer service. The Town is not requesting a waiver of the five-year rule.

After review and discussion, the Planning Commission voted unanimously to send a favorable recommendation to the County Commissioners on the proposed annexation as presented, noting that the proposal was consistent with both the Kent County Comprehensive Plan and the Kent County Comprehensive Water & Sewerage Plan.

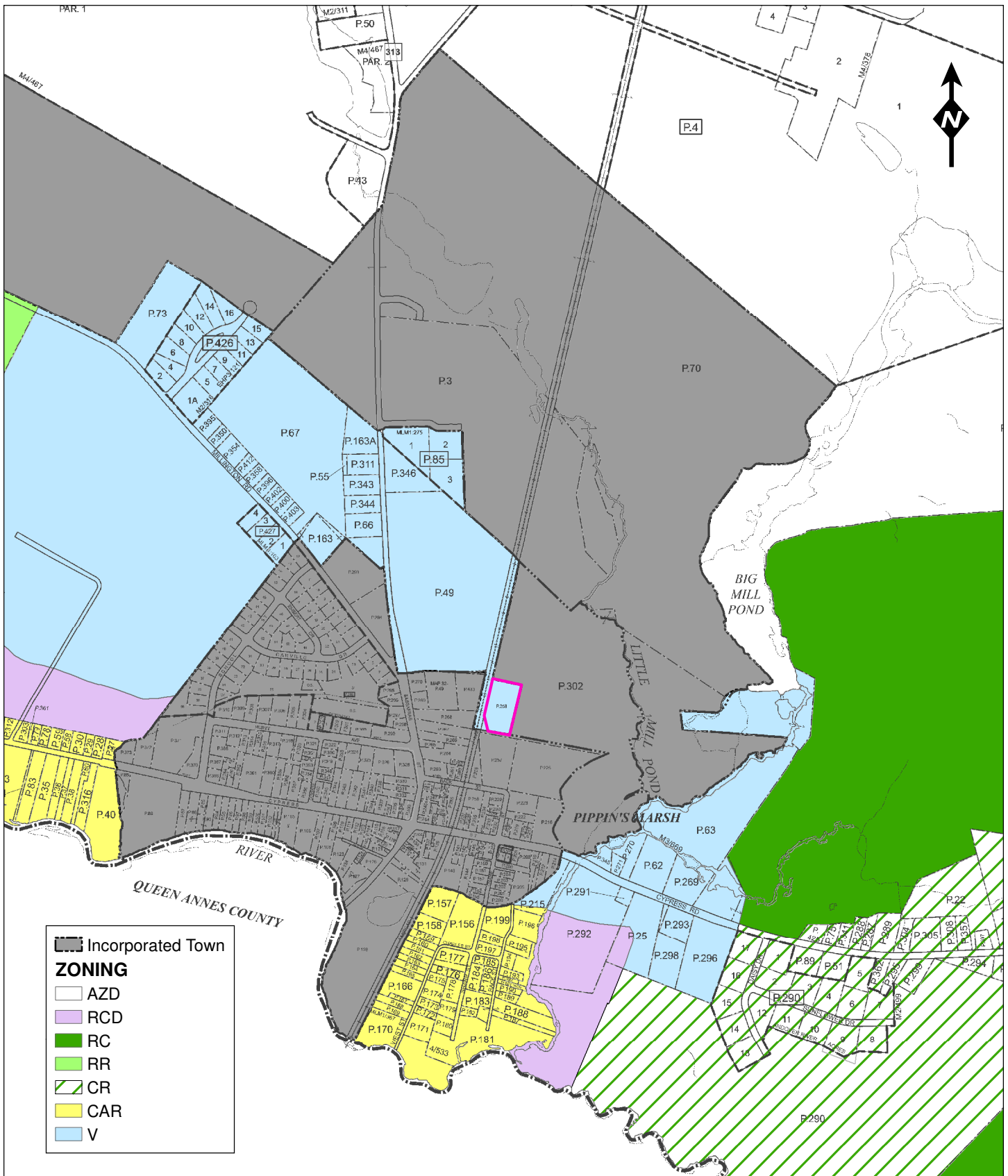
Sincerely,
Kent County Planning Commission

F. Joseph Hickman
Chair

c: Elizabeth Jo Manning, Town Administrator

1 inch = 200 feet

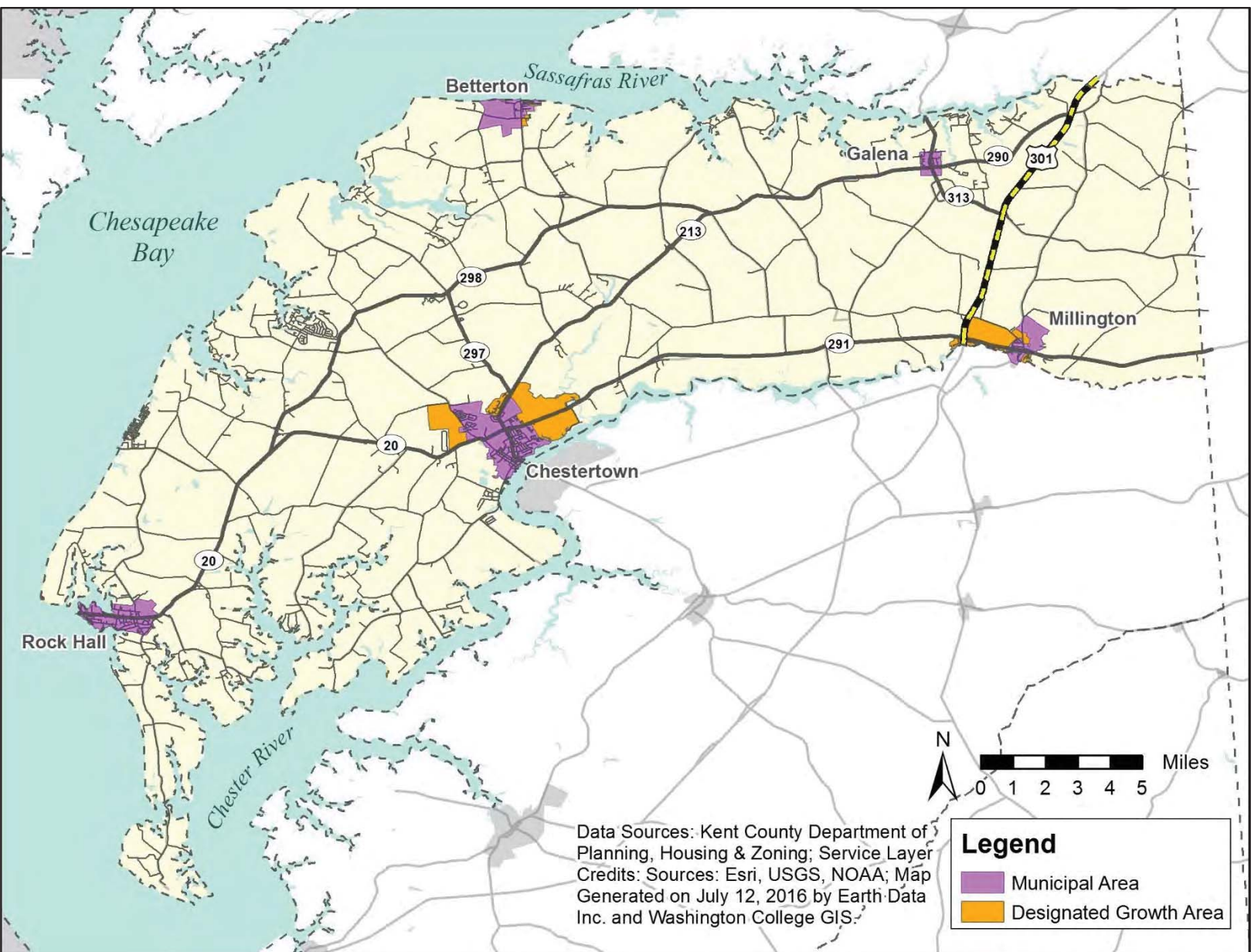
2022 Millington Annexation Proposal
Mountaire Farms of Delaware Inc. Property
Map 400, Parcel 258



Source: Kent County Department of Planning, Housing, and Zoning.
Map prepared November, 2022.

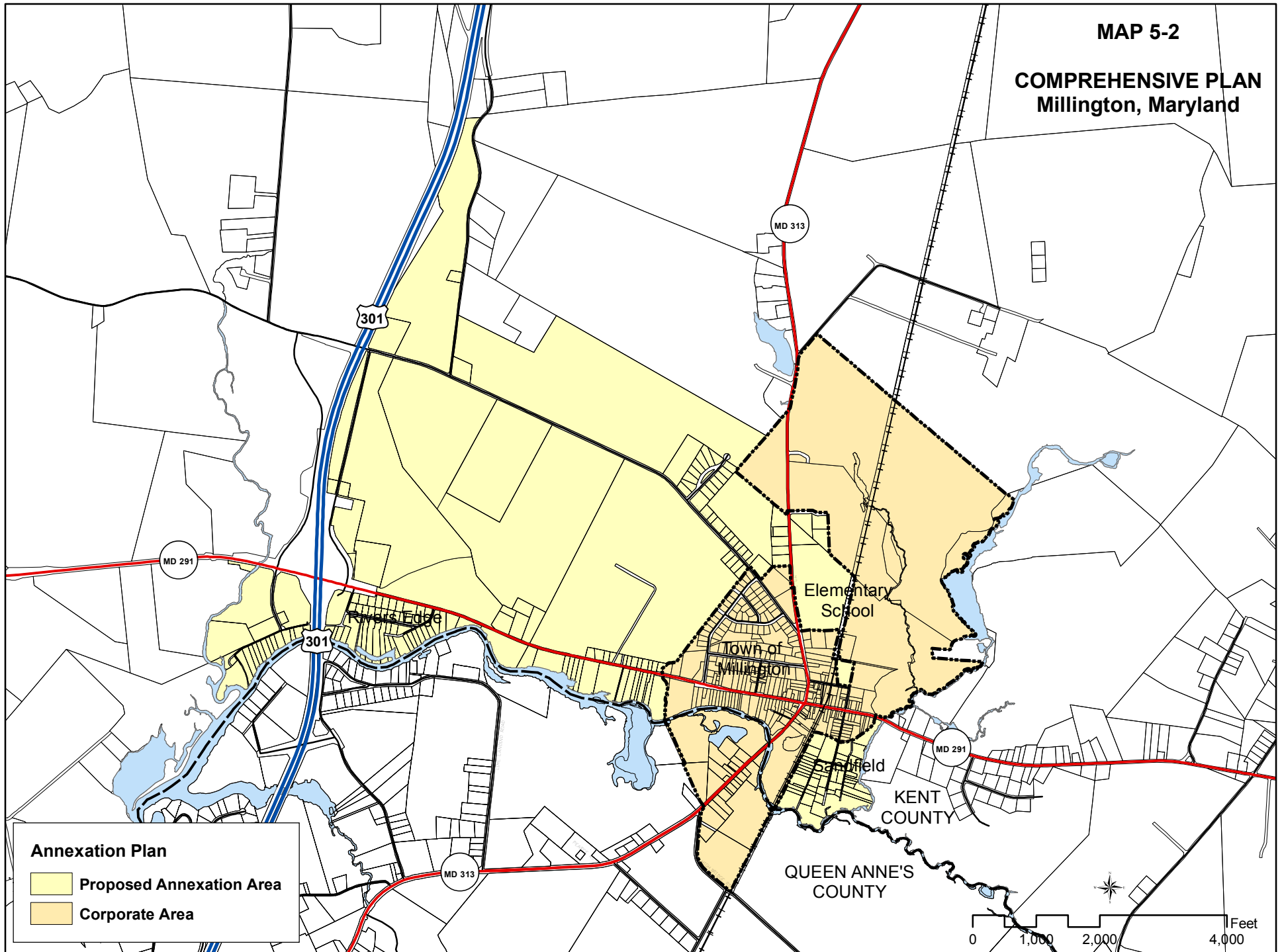
1 inch = 1,000 feet

Map 5 – Designated Growth Areas



MAP 5-2

COMPREHENSIVE PLAN
Millington, Maryland





The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

December 7, 2022

The Honorable Kevin Hemstock
Mayor of Millington
P.O. Box 330
Millington, MD 21651

Re: Proposed Annexation of Mountaire Property

Dear Mayor Hemstock:

The County Commissioners of Kent County, Maryland reviewed the proposed annexation at its December 6, 2022, meeting and were pleased to provide a favorable recommendation and the following comment:

- The Board of County Commissioners hereby grant the five-year zoning waiver.

The County does not plan to attend the public hearing or designate a County representative to attend on its behalf, the Board willingly sends their approval of the Town of Millington's request for annexation.

Very truly yours,

A blue ink signature of Shelley L. Heller, written in a cursive style.

Shelley L. Heller
County Administrator

cc: Elizabeth Jo Manning, Town Administrator, Town of Millington
Thomas N. Yeager, County Attorney
William Mackey, Director, Planning, Housing, and Zoning



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
12/6/2022
County Commissioners Meeting**

Item Summary:

Queen Anne's County Department of Health Contract

ATTACHMENTS:

Description

12.06.22 Memorandum of Agreement, Between Kent County Local Management Board and Queen Anne's County Department of Health, FY2023 CPA & MSDE, Healthy Families Mid-Shore Home Visiting

MEMORANDUM OF AGREEMENT
by and between
KENT COUNTY LOCAL MANAGEMENT BOARD
and
QUEEN ANNE'S COUNTY DEPARTMENT OF HEALTH

THIS MEMORANDUM OF AGREEMENT (MOA) dated the 6th day of December, 2022 is between Kent County Local Management Board, hereafter referred to as "KCLMB", located at 400 High Street, Chestertown, Maryland 21620, and the organization known as Queen Anne's County Department of Health, hereafter referred to as "Vendor", located at 206 Commerce Street, Centreville, Maryland 21617.

WHEREAS, the parties desire to work together in the provision of Kent County Health Department and all other local agencies to operate and implement the Healthy Families Mid-Shore Home Visiting Program and to evaluate the outcomes funded and administered by KCLMB;

WHEREAS, KCLMB received funding to be utilized towards this program from the Children's Cabinet Interagency Fund and the Maryland State Department of Education (MSDE);

WHEREAS, the program is to be funded in whole or in part by KCLMB under this MOA, the details of which are more fully described in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the Contract Documents are to include multiple attachments, herein referred to as "Exhibits", and shall include:

- Exhibit A – Program Summary
- Exhibit B – Expenditure Report
- Exhibit C –
 - 1) Narrative Report
 - 2) Data Report
- Exhibit D – Vendor Contact Information
- Exhibit E – Background Check Requirements
- Exhibit F – Background Certification
- Exhibit G – Budget Modification Form
- Exhibit H – Fixed Asset/Purchase Request Form
- Exhibit I – General Terms and Conditions

NOW THEREFORE, the parties hereto agree as follows:

SECTION I. SCOPE OF RELATIONSHIP

- A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to engage in providing home-visiting services through the Healthy Families Mid-Shore Home Visiting Program, as further described in Exhibit A. This program will meet the State of Maryland's specifications in service, administration, and reporting, as set forth in the separate funding agreements between Kent County and the State

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of Maryland (the "State"). KCLMB will provide the primary funding for services. The amount of funding to the Vendor under this MOA shall be renegotiated in the event that funding to KCLMB from the State is decreased for this program during the term of this MOA.

B. Vendor Covenants. In addition to providing the program, project, and/or services described in Exhibit A, the Vendor agrees to:

- (1) Track and report financial records and program information, including outcomes that are, in a manner, consistent with State and local KCLMB reporting requirements. Unless otherwise stipulated by the KCLMB, Vendor shall provide such reports on a quarterly basis to KCLMB no later than the following dates: October 14th, January 14th, April 14th and July 12th.
- (2) Provide KCLMB and select State agencies full access to all records and information related to services provided under this MOA, including client records.
- (3) Report financial and program information, including outcomes (Ex. C-1 & Ex. C-2), at the end of the MOA period to KCLMB in a form acceptable to the KCLMB.
- (4) Note the support of KCLMB in any press releases, promotional materials, or publicly accessible reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, annual reports, etc.

C. Independent Status. The Vendor shall always be considered an independent contractor. The Vendor is not an employee of KCLMB and shall not be entitled to any benefits as an employee. The Vendor is responsible for all income-related taxes.

SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is One hundred ninety-seven thousand, nine hundred and twenty-three dollars (\$197,923.00). One hundred forty thousand dollars (\$140,000.00) is funded through the Governor's Office for Children's Community Partnership Agreement and Fifty-seven thousand, nine hundred and twenty-three dollars (\$57,923.00) is funded by the Maryland State Department of Education.

Unless otherwise provided herein, this is a cost-reimbursement agreement under which allowable and reasonable costs incurred by the Vendor in the fulfillment of this MOA are reimbursed in accordance with the terms and conditions of this MOA.

B. Term. This MOA extends for 12 months, from July 1, 2022 through June 30, 2023. One or both parties may terminate this MOA with at least thirty (30) days written notice. Termination

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Healthy Families Mid-Shore Home Visiting

may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year-to-date expenses shall be made within a time frame established by the KCLMB.

- C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed in one (1) year increments. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance, and any negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal.
- D. KCLMB Manual. Funding under this MOA is conditional upon compliance with the Local Management Board Policies and Procedures Manual, issued January 1st, 2021 by the Governor's Office for Children (the "LMB Manual"), and incorporated herein by reference. A copy of the KCLMB Manual is available for review in hardcopy, at the offices of KCLMB, or electronically, by being downloaded from the website at: <http://goccp.maryland.gov/children-and-youth/local-management-boards/> (under Local Management Boards Resources at the bottom of the webpage).
- E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of the Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.
- F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification by the third quarter reporting deadline (April 14th). KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.
- G. Property, Records and Data. Any reports, data, studies, property, equipment, or other materials generated, purchased, or arising from the use of funds under this MOA are the property of KCLMB and the State, and shall be accessible to and reviewable by both KCLMB and the State. Financial records shall be maintained by the Vendor for at least five (5) years after reconciliation by a certified public accountant or until an audit/monitoring is completed by KCLMB and/or the State, whichever is later. All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are considered property of the State and are therefore inventoried by KCLMB. The Vendor must submit Exhibit H-Fixed Assets with information that includes the serial number, make and model, and a label for the item that reads, "property of State of Maryland".
- H. Service Records.
- (1) Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the program or the Board, as applicable.

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- (2) Service records will be retained for at least five (5) years after the child turns twenty-one (21) years old.
- (3) Service records in any form, generated or arisen from the use of State funds provided under this contract, are the sole and exclusive property of the State.

I. Limitations – Sectarian Activities. Funding provided under this MOA is conditional upon the Vendor's agreement that all eligible activities, services, or programs will be provided in a manner that is free from religious influences and in accordance with the following principles:

- (1) Vendor will not discriminate against any employee and/or any person applying for participation in any eligible activity or program funded under this MOA on the basis of religion, and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and
- (2) Vendor will NOT provide religious instruction or counseling; conduct religious services or worship (not including voluntary nondenominational prayer before meetings or other events); engage in religious proselytizing; and exert any other religious influence in the provision of eligible activities or programs under this MOA.

J. Lobbying Activities. The costs of influencing and lobbying activities associated with obtaining grants, contracts, cooperative agreements, or loans are unallowable expenses under this MOA.

K. Protected Information. Vendor acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. §1320d *et seq.* and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as amended. Vendor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act ("MCMRA"), Md. Health-General §4-301 *et seq.*, as amended. This obligation includes but is not limited to adhering to the privacy and security requirements entailed for protected health information under HIPAA and MCMRA, making the transmission of all electronic information compatible with HIPAA requirements, and otherwise providing secure information management practices regarding all confidential health information and medical records.

Protected Health Information, as defined in HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, with special regard to the provision of healthcare for an individual. This definition excludes certain educational records as well as employment records held by a covered entity in its role as employer.

SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

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Healthy Families Mid-Shore Home Visiting**

- A. Frequency. Unless otherwise agreed to by the KCLMB, funds shall be distributed to the Vendor on a monthly basis following submission to KCLMB of an invoice(s) for services, as provided. The Vendor shall request funding distributions in writing, accompanied by a report which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. The Vendor month of the funding provided under this MOA at the time the MOA is executed. Such funding advance must be requested in writing and is subject to all reporting requirements under this MOA.
- B. Changes in Vendor Personnel. Vendor shall notify KCLMB in writing within fourteen (14) days of a vacancy or new hire in any employment position funded in whole or in part by this MOA.
- C. Final Report. At the end of the term of this MOA, the Vendor may be requested by KCLMB to submit a report detailing the services performed, outcomes identified, and recommended actions, if any. In the case of closing a Vendor account, a final report shall be submitted by the Vendor within thirty (30) days from conclusion of the MOA. Vendor's failure to timely file a report(s) required by KCLMB may result in the withholding of funding and/or reimbursement.

SECTION VI. CONFIDENTIALITY

The information and records related to the services performed under this MOA shall be confidential and shall not be disclosed by the Vendor without the express written consent of the program participants or, if a minor, the minor's parents or guardian, except where the information and records are being examined in conjunction with the administration of the program and/or services provided for under this MOA; or as may be required under State or federal law.

SECTION VIII. MISCELLANEOUS

- A. Governing Law. This MOA shall be governed, construed, and interpreted by, through, and under the Laws of the State of Maryland.
- A. Non-Waiver. No indulgence, waiver, election, or non-election by KCLMB under this MOA shall affect the Vendor's duties and responsibilities hereunder.

[SIGNATURES ON NEXT PAGE]

FY23 CPA and MSDE
Healthy Families Mid-Shore Home Visiting

IN WITNESS THEREOF, the above parties affix hereto their signatures on the day and year first above written. Signing this MOA indicates that each person has read the above terms and agrees to adhere to these terms. Any amendment made to this MOA requires the authorized signatures of both KCLMB and Vendor representatives.

Witness our hand and seals:

KENT COUNTY COMMISSIONERS

P. Thomas Mason

Name:

Title: President, Kent County Commissioners

12/06/22

Date

QUEEN ANNE'S COUNTY DEPARTMENT OF HEALTH

Ennie M. Blues

Name:

Title:

Deputy Health Officer

12/2/22

Date

52-6055783

FEIN/Employer ID

EXHIBIT A: Program Summary

The vendor, Queen Anne's County Department of Health, in partnership with the Kent County Health Department, is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Healthy Families Mid-Shore Program. Healthy Families Mid-Shore is an evidence-based, nationally accredited home visiting program that provides high-quality early intervention and prevention services to first time parents.

The Family Support Worker (FSW) utilizes the evidenced based curriculum, "Growing Great Kids" as their main tool in planning visits and presenting information to parents. During the visits, families have access to information about child development, parent-child activities designed to promote bonding and attachment, and referrals to needed community resources.

First-time families receive visits on a weekly basis, typically for the first year. The intensity of visits decreases over time as new parents expand their support system, achieve goals identified on their individual support plans and exhibit positive relationships with their child.

Specific goals for the FY23 program year include reducing childhood hunger and fostering economic stability.

The program will utilize the funds awarded under this contract as specified in the budget attached hereto as Exhibit B.

The program will collect evaluation data through evaluation tools developed in cooperation with the KCLMB and report on a quarterly basis as specified in Exhibit C.

Duration of Program Services

The services described will be carried out during the period July 1, 2022 to June 30, 2023. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

Contact Information

When the present MOA is signed by the vendor and returned to KCLMB, the vendor will also provide a completed Exhibit D which specifies vendor contact information for questions pertaining to this agreement. The vendor will inform KCLMB within 14 business days if the vendor contact or other information provided in Exhibit D changes.

Reporting Requirements:

All narrative and data reports are due quarterly unless otherwise indicated. The quarterly reporting periods are: July 1-September 30; October 1-December 31; January 1- March 31; April 1- June 30. All narrative and data reports are due the 10th business day of the month following the end of the quarter (October 14th, January 14th, April 14th and July 14, 2023). Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to jabner@kentgov.org

Exhibit B – Expenditure Report

- i. Summary of Monthly Expenditures (Exhibit B) signed, accompanied by a detailed general ledger report, electronic copies only (due monthly to KCLMB).
 - ii. A copy of receipts charged to this agreement or a detailed report on each line item must be kept as backup to support the Exhibit B summary expenditure report. Receipts must be organized by budget line item, and must tie to the Exhibit B budget line item totals. KCLMB will review these files including supporting documentation during site visits.
 - iii. A copy of signed time sheets or time management software charged to this agreement must be kept as backup to support the Exhibit B summary expenditure report. KCLMB will review these files including supporting documentation during site visits. A statement of employee hourly rate rates and the benefits rate will be verified as a separate document.
 - iv. Back up documentation will be submitted as requested by KCLMB and will otherwise be kept on site by the Vendor.
1. Exhibit C-1, Narrative Report. Please complete Exhibit C-1 in a Microsoft Word document each quarter.
 2. Exhibit C-2, Data. Also due quarterly. Please see attached spreadsheet and directions detailing the information to be reported in excel worksheet provided.

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Please see <https://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence> for more information about cultural competency. Further training and engagement with racial equity and racial justice models is highly encouraged.
3. *Satisfaction Surveys.* A client satisfaction survey is required when participants exit the program, which may or may not be program completion. Recognizing that it may be difficult to obtain this survey from individuals exiting prior to program completion, the vendor must establish procedures to ensure that all program participants have the opportunity to complete this survey, whether or not they complete the program. Procedures to distribute and collect the survey must be described in the quarterly narrative reports.
4. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.

**FY23 CPA and MSDE
Healthy Families Mid-Shore Home Visiting**

5. Compliance with reporting requirements. KCLMB reserves the right to withhold final reimbursement from the final contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

Other Documentation:

- Complete Exhibit E (acknowledgement of Background Check Requirement) and return with the signed MOA.
- Complete and return Background Certification (Exhibit F) within 90 days of signing this MOA.
- Budget Modification Request Form (Exhibit G).
- Exhibit H must be submitted if equipment is purchased for the program. All fixed assets are property of the State of Maryland and must be inventoried and labeled as such.

Monitoring Schedule:

KCLMB will monitor programmatic contract compliance during the fiscal year. Programmatic monitoring may encompass file reviews and/or on-site reviews. A copy of the monitoring tool used by the KCLMB will be provided to the vendor prior to the visit of the Program Monitor. In addition, the KCLMB Fiscal Agent may conduct a fiscal review of documents and/or invoices that support the reimbursement requests for one or more quarters during the funding cycle.

Vendor's Acknowledgement:


Name: _____
Title: Program manager

12/1/22
Date

Budget: Community Partnership Agreement**Kent County Local Management Board - Exhibit B**

Vendor: Queen Anne's County Health Department (Healthy Families)

Vendor #: 8171

		Initial	Actual Expenses												TOTAL
		Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year to Date
Expense															
Personnel:	Salary Expenses	\$97,122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fringe	\$36,341.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	Communications	\$995.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses:	Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Office Supplies	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Rent/Mortgage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Printing/Duplication	\$36.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Information System Repair/Maintenai	\$2,956.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Vehicle Operating (other than insuran	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	Business Travel	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Conferences/Conventions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	Training	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services:	Consultant (other than Legal & Accou	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:	Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Program supplies	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Professional Dues/Publications/Subsc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Food	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense		\$140,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Balance of Grant

Fiscal Agent Signature: _____ Date: _____ Month: _____

An original signature must accompany all requests for funds.

* Please note that financial disbursements will not be processed without the narrative, data reports or other required information found on the Exhibit A or included in the CPA. *

If you expect line items to be over or underspent, please submit a budget modification as soon as possible.

Balance

\$97,122.00
\$36,341.00
\$995.00
\$0.00
\$0.00
\$0.00
\$150.00
\$0.00
\$0.00
\$36.00
\$2,956.00
\$100.00
\$400.00
\$0.00
\$100.00
\$500.00
\$0.00
\$0.00
\$0.00
\$0.00
\$1,200.00
\$0.00
\$100.00
\$0.00
\$0.00

\$140,000.00

Budget: Community Partnership Agreement**Kent County Local Manag**

Vendor: Queen Anne's County Health Department (Healthy Families)

Vendor #: 8171

		Initial					
		Budget	July	August	Sept	Oct	Nov
Expense							
Personnel:	Salary Expenses	\$37,257.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fringe	\$15,882.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	Communications	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses:	Postage	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Office Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Rent/Mortgage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Printing/Duplication	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Information System Repair/Maintenanc	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Vehicle Operating (other than insuranc	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	Business Travel	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Conferences/Conventions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	Training	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services:	Consultant (other than Legal & Account	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:	Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Program supplies	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Professional Dues/Publications/Subscri	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Food	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense		\$57,923.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Balance of Grant

Fiscal Agent Signature: _____

An original signature must be submitted.

* Please note that financial disbursements will not be processed without

Exhibit A or

If you expect line items to be over or underspent.

gement Board - Exhibit B

Actual Expenses							TOTAL	
Dec	Jan	Feb	Mar	Apr	May	June	Year to Date	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,257.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,882.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,923.00

__ Date: _____ Month: _____

st accompany all requests for funds.

without the narrative, data reports or other required information found on the
r included in the CPA. *

nt, please submit a budget modification as soon as possible.

SCHEDUL

LMB: Kent County Local Management Board

DESCRIPTION
Program/Strategy: Healthy Families Home Visiting (Queen Anne's County Health Department)
Personnel
Salaries
Fringe Costs
Operating Expenses
Communications
Postage
Utilities
Advertising
Office Supplies
Insurance
Rent/Mortgage
Printing/Duplication
Information System
Vehicle Operating (other than Insurance)
Travel
Business Travel
Conferences/Conventions
Contractual Services
Training
Consultant (other than Legal & Accounting/Auditing)
Legal
Accounting/Auditing
Equipment
Office Equipment/Furniture
Other
Vehicle purchase and lease
Program Supplies

Professional Dues/Publications/Subscriptions
Food
Other (specify)
Other (specify)
TOTAL budget for Healthy Families Home Visiting (Queen Anne's County Health Department)
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:
County/City Direct Revenue (Cash)
County/City In-Kind
Fee for Service
MSDE
Other (Enter Source Here)
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA
CPA/Children's Cabinet FUNDING REQUEST
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA

E OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND Fiscal Year 2023

Community Partnership Agreement		
Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)
133,463.00	53,139.00	0.00
97,122.00	37,257.00	0.00
36,341.00	15,882.00	0.00
4,237.00	2,534.00	0.00
995.00	1,500.00	0.00
0.00	20.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
150.00	500.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
36.00	0.00	0.00
2,956.00	450.00	0.00
100.00	64.00	0.00
400.00	400.00	0.00
400.00	400.00	0.00
0.00	0.00	0.00
600.00	200.00	0.00
100.00	100.00	0.00
500.00	100.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
1,300.00	1,650.00	0.00
0.00	0.00	0.00
1,200.00	350.00	0.00

0.00	1,250.00	0.00
100.00	50.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
\$140,000	\$57,923	\$0
	0.00	
		0.00
	0.00	0.00
	57,923.00	0.00
	0.00	0.00
	\$57,923	\$0
\$140,000		

D REVENUE PROJECTIONS

	Budget Narrative
Total	For each Column C line item where funding is proposed, enter below the calculation how the expense was derived. No entries are required for shaded line items.
\$186,602	
\$134,379	Prog Manager CPA 15% \$8,878 MSDE \$5,919; Secretary CPA 20% \$6,241 MSDE 5% \$3,120; Budget Manager MSDE 10% \$3,937; Family Support Spec II CPA (39%) \$17,646 MSDE 15% \$2,647; Family Support Specialist CPA 75% \$30,240 MSDE 15% \$10,080; Clin Sup. (39%) \$13,361 MSDE 20% \$8,907; Budget Specialist CPA 12% 8,272; Translator CPA 40% \$4,109 MSDE 15% \$1,216; Prog Manager CPA 15% \$6,525 MSDE \$4,350; Secretary CPA 20% \$4,950 MSDE 5% \$2,475; Manager MSDE 10% \$2,791; Family Support Specialist CPA 39% \$12,969 MSDE 30% \$4,091; Sup. CPA 30% \$1,061 MSDE 20% \$713; Fam Support Specialist CPA 95% \$8,749 MSDE 5% \$4,179; Budget Specialist CPA 12% \$5,552; Translator CPA 40% \$990
\$52,223	
\$6,771	
\$2,495	CPA \$82.91/mo*12=\$995; MSDE \$125/mo*12=\$1,500
\$20	CPA 34 mailings x .58 = \$20
\$0	
\$0	
\$650	CPA binders \$4*5, highlighters, pens, pencils, calendars \$81, toner \$49 total=\$150
\$0	
\$0	
\$36	CPA flyers 180 copies @ .20/sheet = \$36
\$3,406	\$37/hour CPA 12.2 hours MSDE 2.7 hours ; Datatude \$119/mo * 2 user CPA \$2,856
\$164	Insurance CPA \$100, MSDE \$64
\$800	
\$800	CPA (\$400) MSDE (\$400) 1,380 miles * .58 rate
\$0	
\$800	
\$200	Healthy Families America Training CPA \$100 MSDE \$100
\$600	Credentialing cost for accreditation CPA \$500, MSDE \$100
\$0	
\$0	
\$0	
\$0	
\$2,950	
\$0	
\$1,550	CPA: Infant car seats \$160/1=\$160 , Pack&Play \$70/0=\$0, \$90 home visit ed activ \$25/4=\$100 incentives and celebrations = \$350 MSDE: Infant car seats \$160/2 = \$320, Pack&Play \$70/2=\$140, \$640 home visit ed \$25/4=\$100 incentives and celebrations =\$1200

\$1,250	Annual Affiliation Fee \$1,250
\$150	Food for family celebration activities (4/year) CPA \$50 MSDE \$100
\$0	
\$0	
\$197,923	
\$197,923	

itions that show
ines.

% \$1,627;
SDE(15%)
CPA 30%
\$12,484
5124; Budget
% \$4,988; Clin
SDE 5% \$2,916;

)

5

ities,
l. activities,

LMB: Kent County Local Management Board

		Children's Cabinet/KCL	
		Approved Budget	Change + or -
Program:			
Personnel		0.00	0.00
	Salaries	0.00	0.00
	Fringe Costs	0.00	0.00
Operating Expense		0.00	0.00
	Communications	0.00	0.00
	Postage	0.00	0.00
	Utilities	0.00	0.00
	Advertising	0.00	0.00
	Office Supplies	0.00	0.00
	Insurance	0.00	0.00
	Rent/Mortgage	0.00	0.00
	Printing/Duplication	0.00	0.00
	Information System Repair/Maintenance	0.00	0.00
	Vehicle Operating (other than Insurance)	0.00	0.00
Travel		0.00	0.00
	Business Travel	0.00	0.00
	Conferences/Conventions	0.00	0.00
Contractual Services		0.00	0.00
	Training	0.00	0.00
	Consultant (other than Legal & Accounting/Auditing)	0.00	0.00
	Legal	0.00	0.00
	Accounting/Auditing	0.00	0.00
Equipment		0.00	0.00
	Office Equipment	0.00	0.00
Other		0.00	0.00
	Vehicle purchase and lease	0.00	0.00
	Program Supplies	0.00	0.00
	Professional Dues/Publications/Subscriptions	0.00	0.00
	Food	0.00	0.00
	Other (specify)	0.00	0.00
	Other (specify)	0.00	0.00
TOTAL Budget		\$0	\$0.00

MB Funds	Non-Children's Cabinet Funds that Directly Support Program			
New Children's Cabinet Total	Approved Budget	Change + or -	New Non-Children's Cabinet Total	New Total (Children's Cabinet + Non- Children's Cabinet)
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
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0.00	0.00	0.00	0.00	0.00
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0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
\$0.00	\$0	\$0.00	\$0.00	\$0.00

[illegible][illegible]

EXHIBIT C-1

NARRATIVE

Vendor and Program Name:				Fiscal Year:			
Person Completing Report:				Signature:			
Reporting Period (mark with an X)		Qtr 1: 7/1-9/30		Qtr 2: 10/1-12/31		Qtr 3: 1/1-3/31	Qtr 4: 4/1-6/30

Please answer the following questions about the program for the quarter reported. Please provide succinct responses to the following questions. Do not cut and paste from prior reports. Responses must clearly reflect activity that occurred only in the reported quarter.

- 1. Program Successes:** Include program highlights, achievements and activities that occurred during this quarter. Note accomplishments and progress toward performance measures.
- 2. Program Challenges:** Include any obstacles to the delivery of program services and your strategy to overcome the obstacle. Note any proposed changes in program design.
- 3. As applicable, please describe the top three needs of the children and families you are serving, and any ideas on resources we could develop to meet those needs (Q2, Q4 only).**
- 4. Are there any technical assistance requests? If yes, please describe:**
- 5. Case Vignette:** Include a short story that highlights the positive impact of the program on children, youth and families assisted by your program.
- 6. As applicable, describe program procedures to obtain pre and post surveys, both from participants who complete the program, as well as from participants who exit the program early.**

EXHIBIT C-1

NARRATIVE

7. **Describe program procedures to provide referrals to community resources to program participants.** (ie: SNAP and other nutrition resources, housing resources behavioral health, Local Care Team, etc.)
8. **(Q2, Q4 only) Please address program sustainability, summarizing planning efforts and resources mobilized to continue the program after 6/30/21.**
9. **(Q2, Q4 only) Describe progress or challenges to incorporating racial equity approaches and practices into the program.**

Kent County Local Management Board
Program: Healthy Families Home Visiting

Performance Measure*	
What/How Much We Do:	
• # of families served by Home Visitors (meet minimum # of visits required for program effectiveness)	
• # of home visits from the Healthy Families Home Visitor	
How Well We Do It:	
#/% of families who report that they are satisfied or very satisfied with the program based on pre and post evaluation	
#/% of participants that maintain or reach the target range for "Mobilizing Resources" using the Healthy Families Parenting Inventory	
Is Anyone Better Off?	
• #/% of participants without indicated child abuse/neglect findings while enrolled in the program	
• #/% of participants who report increase in self-sufficiency	
• #/% of participants who report a reduction in food insecurity	

For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	Q1	Q2	HY1	Q3	Q4
NUM: # of families who report that they are satisfied or very satisfied with the program based on pre and post evaluation					
DEN: # of families who completed the pre and post evaluation					
NUM: # of participants who maintain or reach the target range for "Mobilizing Resources" using the Healthy Families Parenting Inventory					
DEN: # of participants who have been evaluated with the HFPI during the reporting period					
NUM: # of participants without indicated child abuse/neglect findings while enrolled in the program					
DEN: # of participants served by home visitors					
NUM: of family participants working towards self-sufficiency					
DEN: # of participants who completed the pre and post evaluation					
NUM: # of participants who report a reduction in food insecurity					
DEN: # of surveyed participants who completed the pre and post evaluation					

HFY 2	Annual	Data Discussion: Definitions, Notes about how Data is collected	Story Behind: Explain trends in data, why are numbers going up or down?
			Half Year 1: Half Year 2:
			Half Year 1: Half Year 2:
			Half Year 1: Half Year 2:
			Half Year 1: Half Year 2:
			Half Year 1: Half Year 2:
			Half Year 1: Half Year 2:
			Half Year 1: Half Year 2:

Narrative Field: Other notes or questions about a measure. Include detail like names and dates of trainings, or challenges facing program

[illegible]

Instructions:

Submit this report each quarter. For the Quarter 2 and Quarter 4 reports include total unduplica

To Complete the Report:

- a For all percentage performance measures under How Well and Better Off, enter the N
- b Enter unduplicated data in column C or D, depending on the reporting period. Colum
- c If data is not available, provide an explanation in column G - Data Discussion.
- d If narrative is needed to explain data provided, complete column H - Story Behind the
- e If additional narrative fields are needed, label column I and provide the information. E

Questions? Please contact KCLMB.

ted numbers for Half Year 1 & 2 respectively

IUM and DEN that will be used to calculate the measure. (Column B)

n E will automatically populate for the annual total. If the scorecard is calculated, the percentage for the How

Curve.

Enter as many additional narrative fields as needed.

EXHIBIT D

CONTACT INFORMATION SHEET

Please list the name of the individual who will be the **Program Director** for this grant. This should be the person who is responsible for the overall management, implementation, reporting and designated liaison with the Kent County Local Management Board.

Name	
Position	
Phone	
Email	

Please list the name of the individual who will be the **Program Coordinator**. This should be the front line staff who is implementing the program, assuring that the deliverables within the contract are being met and reporting requirements are captured.

Name	
Position	
Phone	
Email	

Please list the name of the individual who will be the **Fiscal Agent** for the grant. This person will prepare and track the budget, monitor how funds are spent down, produce budget modifications when necessary and provide back-up documentation for expenditures related to the grant.

Name	
Position	
Phone	
Email	

EXHIBIT E

I, _____, understand that criminal background checks are required of any and all staff/volunteers who work directly with children and/or youth *. Compliance with this regulation is mandatory for any program receiving funds from the Kent County Local Management Board.

Compliance means that

- All staff/volunteers have been fingerprinted or a criminal background check has been completed
- A copy of their record is in the possession of their employer, and
- The employer has submitted *the Criminal Background Check Certification Affidavit* (Exhibit F) to the KCLMB certifying that the record(s) has been received and that there are no violations that would suggest any risk to children.

We recognize that documentation of the results of criminal background checks takes time. Therefore, in compliance with procedures developed by the Department of Human Resources, KCLMB is willing to allow a 90 day grace period from the date an employees is hired OR the date that the Memorandum of Agreement (MOA) becomes effective (whichever occurs later) prior to requiring certification. HOWEVER, NO PERSON WHO DOES NOT HAVE A COMPLETED BACKGROUND CHECK ON FILE MAY BE ALONE WITH ANY CHILD, YOUTH, OR GROUP OF CHILDREN OR YOUTH.

I, _____, understand that NO PERSON WHO DOES NOT HAVE A COMPLETED BACKGROUND CHECK ON FILE MAY BE ALONE WITH ANY CHILD, YOUTH OR GROUP OF CHILDREN OR YOUTH.

I, _____, will submit a *Criminal Background Check Certification Affidavit* for the current staff and each time a new volunteer/employee is added to the program.

Signature/Title

Print Name

Date

**A copy of the COMAR regulations (Family Law 5-561) that pertains to this requirement is kept on file at the LMB.*

EXHIBIT F

Criminal Background Check Certification Affidavit

Consistent with Section II-D of the signed Memorandum of Agreement (MOA) between _____ and Kent County Local Management Board; as well as Section II, Subsection 30.3.I. of the LMB Manual as adopted by Kent County, all of Contractor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland requiring criminal background checks. Please sign and verify the following:

1. I am over eighteen (18) years of age and competent to testify in a Court of law.
2. I verify that the following employees and volunteers of this organization who have direct contact with children have a completed criminal background check on file.

Employee/volunteer Name	Date of Application for Background Check	Date Completed Background Check Report Received

Signature

Date

Print Name

Title

Budget: Community Partnership Agreement**Kent County Local Management Board - Exhibit B**

Vendor: Queen Anne's County Health Department (Healthy Families)

Vendor #: 8171

		Initial	Actual Expenses												TOTAL
		Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year to Date
Expense															
Personnel:	Salary Expenses	\$97,122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fringe	\$36,341.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	Communications	\$995.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses:	Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Office Supplies	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Rent/Mortgage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Printing/Duplication	\$36.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Information System Repair/Maintenai	\$2,956.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Vehicle Operating (other than insuran	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	Business Travel	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Conferences/Conventions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	Training	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services:	Consultant (other than Legal & Accou	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:	Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Program supplies	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Professional Dues/Publications/Subsci	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Food	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense		\$140,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Balance of Grant

Fiscal Agent Signature: _____ Date: _____ Month: _____

An original signature must accompany all requests for funds.

* Please note that financial disbursements will not be processed without the narrative, data reports or other required information found on the Exhibit A or included in the CPA. *

If you expect line items to be over or underspent, please submit a budget modification as soon as possible.

Balance
\$97,122.00
\$36,341.00
\$995.00
\$0.00
\$0.00
\$0.00
\$150.00
\$0.00
\$0.00
\$36.00
\$2,956.00
\$100.00
\$400.00
\$0.00
\$100.00
\$500.00
\$0.00
\$0.00
\$0.00
\$0.00
\$1,200.00
\$0.00
\$100.00
\$0.00
\$0.00
\$140,000.00

Budget: Community Partnership Agreement**Kent County Local Mana**

Vendor: Queen Anne's County Health Department (Healthy Families)

Vendor #: 8171

		Initial					
		Budget	July	August	Sept	Oct	Nov
Expense							
Personnel:	Salary Expenses	\$37,257.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fringe	\$15,882.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	Communications	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses:	Postage	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Office Supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Rent/Mortgage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Printing/Duplication	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Information System Repair/Maintenanc	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Vehicle Operating (other than insuranc	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	Business Travel	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Conferences/Conventions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	Training	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services:	Consultant (other than Legal & Account	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:	Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:	Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Program supplies	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Professional Dues/Publications/Subscri	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Food	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense		\$57,923.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Balance of Grant

Fiscal Agent Signature: _____

An original signature must be submitted.

* Please note that financial disbursements will not be processed without a signed copy of Exhibit A or B.

If you expect line items to be over or underspent, please submit a written explanation.

gement Board - Exhibit B

Actual Expenses							TOTAL	
Dec	Jan	Feb	Mar	Apr	May	June	Year to Date	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,257.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,882.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,923.00

__ Date: _____ Month: _____

st accompany all requests for funds.
without the narrative, data reports or other required information found on the
r included in the CPA. *
nt, please submit a budget modification as soon as possible.

SCHEDUL

LMB: Kent County Local Management Board

DESCRIPTION
Program/Strategy: Healthy Families Home Visiting (Queen Anne's County Health Department)
Personnel
Salaries
Fringe Costs
Operating Expenses
Communications
Postage
Utilities
Advertising
Office Supplies
Insurance
Rent/Mortgage
Printing/Duplication
Information System
Vehicle Operating (other than Insurance)
Travel
Business Travel
Conferences/Conventions
Contractual Services
Training
Consultant (other than Legal & Accounting/Auditing)
Legal
Accounting/Auditing
Equipment
Office Equipment/Furniture
Other
Vehicle purchase and lease
Program Supplies

	Professional Dues/Publications/Subscriptions
	Food
	Other (specify)
	Other (specify)
TOTAL budget for	Healthy Families Home Visiting (Queen Anne's County Health Department)
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:	
	County/City Direct Revenue (Cash)
	County/City In-Kind
	Fee for Service
	MSDE
	Other (Enter Source Here)
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA	
CPA/Children's Cabinet FUNDING REQUEST	
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA	

E OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AN
Fiscal Year 2023

Community Partnership Agreement		
Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)
133,463.00	53,139.00	0.00
97,122.00	37,257.00	0.00
36,341.00	15,882.00	0.00
4,237.00	2,534.00	0.00
995.00	1,500.00	0.00
0.00	20.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
150.00	500.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
36.00	0.00	0.00
2,956.00	450.00	0.00
100.00	64.00	0.00
400.00	400.00	0.00
400.00	400.00	0.00
0.00	0.00	0.00
600.00	200.00	0.00
100.00	100.00	0.00
500.00	100.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
1,300.00	1,650.00	0.00
0.00	0.00	0.00
1,200.00	350.00	0.00

0.00	1,250.00	0.00
100.00	50.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
\$140,000	\$57,923	\$0
	0.00	
		0.00
	0.00	0.00
	57,923.00	0.00
	0.00	0.00
	\$57,923	\$0
\$140,000		

D REVENUE PROJECTIONS

	Budget Narrative
Total	For each Column C line item where funding is proposed, enter below the calculation how the expense was derived. No entries are required for shaded line items.
\$186,602	
\$134,379	Prog Manager CPA 15% \$8,878 MSDE \$5,919; Secretary CPA 20% \$6,241 MSDE 5% \$1,248; Budget Manager MSDE 10% \$3,937; Family Support Spec II CPA (39%) \$17,646 MSDE 15% \$2,647; Family Support Specialist CPA 75% \$30,240 MSDE 15% \$10,080; Clin Sup. (I) CPA 40% \$13,361 MSDE 20% \$8,907; Budget Specialist CPA 12% 8,272; Translator CPA 40% \$4,114 MSDE 20% \$2,057; Prog Manager CPA 15% \$6,525 MSDE \$4,350; Secretary CPA 20% \$495 MSDE 5% \$99; Manager MSDE 10% \$2,791; Family Support Specialist CPA 39% \$12,969 MSDE 30% \$5,088; Sup. CPA 30% \$1,061 MSDE 20% \$713; Fam Support Specialist CPA 95% \$8,749 MSDE 5% \$418; Budget Specialist CPA 12% \$5,552; Translator CPA 40% \$990
\$52,223	
\$6,771	
\$2,495	CPA \$82.91/mo*12=\$995; MSDE \$125/mo*12=\$1,500
\$20	CPA 34 mailings x .58 = \$20
\$0	
\$0	
\$650	CPA binders \$4*5, highlighters, pens, pencils, calendars \$81, toner \$49 total=\$150
\$0	
\$0	
\$36	CPA flyers 180 copies @ .20/sheet = \$36
\$3,406	\$37/hour CPA 12.2 hours MSDE 2.7 hours ; Datatude \$119/mo * 2 user CPA \$2,856
\$164	Insurance CPA \$100, MSDE \$64
\$800	
\$800	CPA (\$400) MSDE (\$400) 1,380 miles * .58 rate
\$0	
\$800	
\$200	Healthy Families America Training CPA \$100 MSDE \$100
\$600	Credentialing cost for accreditation CPA \$500, MSDE \$100
\$0	
\$0	
\$0	
\$0	
\$2,950	
\$0	
\$1,550	CPA: Infant car seats \$160/1 = \$160 , Pack&Play \$70/0=\$0, \$90 home visit ed activ \$25/4=\$100 incentives and celebrations = \$350 MSDE: Infant car seats \$160/2 = \$320, Pack&Play \$70/2=\$140, \$640 home visit ed \$25/4=\$100 incentives and celebrations = \$1200

\$1,250	Annual Affiliation Fee \$1,250
\$150	Food for family celebration activities (4/year) CPA \$50 MSDE \$100
\$0	
\$0	
\$197,923	
\$197,923	

itions that show
ines.

% \$1,627;

SDE(15%)

CPA 30%

\$12,484

5124; Budget

% \$4,988; Clin

SDE 5% \$2,916;

)

3

ities,

l. activities,

LMB: Kent County Local Management Board

	Children's Cabinet/KCL	
	Approved Budget	Change + or -
Program:		
Personnel	0.00	0.00
Salaries	0.00	0.00
Fringe Costs	0.00	0.00
Operating Expense	0.00	0.00
Communications	0.00	0.00
Postage	0.00	0.00
Utilities	0.00	0.00
Advertising	0.00	0.00
Office Supplies	0.00	0.00
Insurance	0.00	0.00
Rent/Mortgage	0.00	0.00
Printing/Duplication	0.00	0.00
Information System Repair/Maintenance	0.00	0.00
Vehicle Operating (other than Insurance)	0.00	0.00
Travel	0.00	0.00
Business Travel	0.00	0.00
Conferences/Conventions	0.00	0.00
Contractual Services	0.00	0.00
Training	0.00	0.00
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00
Legal	0.00	0.00
Accounting/Auditing	0.00	0.00
Equipment	0.00	0.00
Office Equipment	0.00	0.00
Other	0.00	0.00
Vehicle purchase and lease	0.00	0.00
Program Supplies	0.00	0.00
Professional Dues/Publications/Subscriptions	0.00	0.00
Food	0.00	0.00
Other (specify)	0.00	0.00
Other (specify)	0.00	0.00
TOTAL Budget	\$0	\$0.00

MB Funds	Non-Children's Cabinet Funds that Directly Support Program			
New Children's Cabinet Total	Approved Budget	Change + or -	New Non-Children's Cabinet Total	New Total (Children's Cabinet + Non- Children's Cabinet)
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
\$0.00	\$0	\$0.00	\$0.00	\$0.00

Budget Narrative

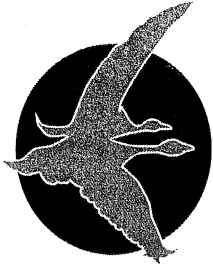
For each line item where a change is proposed, enter below a description of the expense and the calculations that show how the expense was derived. No entries are required for shaded lines.

[illegible]

Kent County Local Management Board Exhibit H

Fixed Assets Inventory			
Item	Purchase Date	Serial Number	Make and Model

All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are property of the State and are inventoried by KCLMB. The Vendor must submit Exhibit H with the serial number, make and model, and label the item, "property of State of Maryland".



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficiently able to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arisen under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those

products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the

contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
12/6/2022
County Commissioners Meeting**

Item Summary:

Minary's Dream Alliance FY2023 Contract, Academy Afterschool Program

ATTACHMENTS:

Description

12.06.22 Memorandum of Agreement, Between Kent County Local Management Board and Minary's Dream Alliance, FY2023 CPA, Academy Afterschool Program

MEMORANDUM OF AGREEMENT
by and between
KENT COUNTY LOCAL MANAGEMENT BOARD
and
MINARY'S DREAM ALLIANCE

THIS MEMORANDUM OF AGREEMENT (MOA) dated the 16th day of December, 2022 is between Kent County Local Management Board, hereafter referred to as "KCLMB", located at 400 High Street, Chestertown, Maryland 21620, and the organization known as Minary's Dream Alliance, hereafter referred to as "Vendor", located at 9155 American Legion Road, Chestertown MD 21620.

WHEREAS, the parties desire to work together to operate and implement the Minary's Dream Academy After School Program and to evaluate the outcomes funded and administered by KCLMB;

WHEREAS, KCLMB received funding to be utilized towards this program from the Children's Cabinet Interagency Fund and the Kent County Commissioners;

WHEREAS, the program is to be funded in whole or in part by KCLMB under this MOA, the details of which are more fully described in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the Contract Documents are to include multiple attachments, herein referred to as "Exhibits", and shall include:

- Exhibit A – Program Summary
- Exhibit B – Expenditure Report
- Exhibit C –
 - 1) Narrative Report
 - 2) Data Report
- Exhibit D – Vendor Contract Information
- Exhibit E – Background Check Requirements
- Exhibit F – Background Certification
- Exhibit G – Budget Modification Form
- Exhibit H – Fixed Asset/Purchase Request Form
- Exhibit I – General Terms and Conditions

NOW THEREFORE, the parties hereto agree as follows:

SECTION I. SCOPE OF RELATIONSHIP

A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to engage in providing home-visiting services through the Healthy Families Mid-Shore Home Visiting Program, as further described in Exhibit A. This program will meet the State of Maryland's specifications in service, administration, and reporting, as set forth in the separate funding agreements between Kent County and the State of Maryland (the "State"). The amount of funding to the Vendor under this MOA shall be

**FY23 CPA
Minary's Dream Alliance**

renegotiated in the event that funding to KCLMB from the State is decreased for this program during the term of this MOA.

B. Vendor Covenants. In addition to providing the program, project, and/or services described in Exhibit A, the Vendor agrees to:

- (1) Track and report financial records and program information, including outcomes that are, in a manner, consistent with State and local KCLMB reporting requirements as stipulated in Exhibit A.
- (2) Provide KCLMB and select State agencies full access to all records and information related to services provided under this MOA, including client records.
- (3) Report financial and program information, including outcomes (Ex. C-1 & Ex. C-2), at the end of the MOA period to KCLMB in a form acceptable to the KCLMB.
- (4) Note the support of KCLMB in any press releases, promotional materials, or publicly accessible reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, annual reports, etc.

C. Independent Status. The Vendor shall always be considered an independent contractor. The Vendor is not an employee of KCLMB and shall not be entitled to any benefits as an employee. The Vendor is responsible for all income-related taxes.

SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is ninety thousand dollars (\$90,000.00). Seventy thousand six hundred nine dollars (\$76,609.00) is funded through the Community Partnership Agreement and thirteen thousand three hundred ninety one dollars (\$13,391.00) is funded by the Kent County Commissioners.

Unless otherwise provided herein, this is a cost-reimbursement agreement under which allowable and reasonable costs incurred by the Vendor in the fulfillment of this MOA are reimbursed in accordance with the terms and conditions of this MOA.

B. Term. This MOA extends for 12 months, from July 1, 2022 through June 30, 2023. One or both parties may terminate this MOA with at least thirty (30) days written notice. Termination may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year-to-date expenses shall be made within a time frame established by the KCLMB.

C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed in one (1) year

**FY23 CPA
Minary's Dream Alliance**

increments. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance, and any negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal.

D. KCLMB Manual. Funding under this MOA is conditional upon compliance with the Local Management Board Policies and Procedures Manual, issued January 1st, 2021 by the Governor's Office for Children (the "LMB Manual"), and incorporated herein by reference. A copy of the KCLMB Manual is available for review in hardcopy, at the offices of KCLMB, or electronically, by being downloaded from the website at: <http://goccp.maryland.gov/children-and-youth/local-management-boards/> (under Local Management Boards Resources at the bottom of the webpage).

E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of the Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.

F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification by the third quarter reporting deadline (April 14th). KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.

G. Property, Records and Data. Any reports, data, studies, property, equipment, or other materials generated, purchased, or arising from the use of funds under this MOA are the property of KCLMB and the State, and shall be accessible to and reviewable by both KCLMB and the State. Financial records shall be maintained by the Vendor for at least five (5) years after reconciliation by a certified public accountant or until an audit/monitoring is completed by KCLMB and/or the State, whichever is later. All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are considered property of the State and are therefore inventoried by KCLMB. The Vendor must submit Exhibit H-Fixed Assets with information that includes the serial number, make and model, and a label for the item that reads, "property of State of Maryland".

H. Service Records.

- (1) Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the program or the Board, as applicable.
- (2) Service records will be retained for at least five (5) years after the child turns twenty-one (21) years old.
- (3) Service records in any form, generated or arisen from the use of State funds

provided under this contract, are the sole and exclusive property of the State.

I. Limitations – Sectarian Activities. Funding provided under this MOA is conditional upon the Vendor's agreement that all eligible activities, services, or programs will be provided in a manner that is free from religious influences and in accordance with the following principles:

(1) Vendor will not discriminate against any employee and/or any person applying for participation in any eligible activity or program funded under this MOA on the basis of religion, and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and

(2) Vendor will NOT provide religious instruction or counseling; conduct religious services or worship (not including voluntary nondenominational prayer before meetings or other events); engage in religious proselytizing; and exert any other religious influence in the provision of eligible activities or programs under this MOA.

J. Lobbying Activities. The costs of influencing and lobbying activities associated with obtaining grants, contracts, cooperative agreements, or loans are unallowable expenses under this MOA.

K. Protected Information. Vendor acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. §1320d *et seq.* and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as amended. Vendor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act ("MCMRA"), Md. Health-General §4-301 *et seq.*, as amended. This obligation includes but is not limited to adhering to the privacy and security requirements entailed for protected health information under HIPAA and MCMRA, making the transmission of all electronic information compatible with HIPAA requirements, and otherwise providing secure information management practices regarding all confidential health information and medical records.

Protected Health Information, as defined in HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, with special regard to the provision of healthcare for an individual. This definition excludes certain educational records as well as employment records held by a covered entity in its role as employer.

SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

A. Frequency. Unless otherwise agreed to by the KCLMB, funds shall be distributed to the Vendor on a monthly basis following submission to KCLMB of an invoice(s) for services, as provided. The Vendor shall request funding distributions in writing, accompanied by a report which details all services and outcomes related to the MOA that are eligible for funding or

**FY23 CPA
Minary's Dream Alliance**

reimbursement. The Vendor month of the funding provided under this MOA at the time the MOA is executed. Such funding advance must be requested in writing and is subject to all reporting requirements under this MOA.

B. Changes in Vendor Personnel. Vendor shall notify KCLMB in writing within fourteen (14) days of a vacancy or new hire in any employment position funded in whole or in part by this MOA.

C. Final Report. At the end of the term of this MOA, the Vendor may be requested by KCLMB to submit a report detailing the services performed, outcomes identified, and recommended actions, if any. In the case of closing a Vendor account, a final report shall be submitted by the Vendor within thirty (30) days from conclusion of the MOA. Vendor's failure to timely file a report(s) required by KCLMB may result in the withholding of funding and/or reimbursement.

SECTION IV. CONFIDENTIALITY

The information and records related to the services performed under this MOA shall be confidential and shall not be disclosed by the Vendor without the express written consent of the program participants or, if a minor, the minor's parents or guardian, except where the information and records are being examined in conjunction with the administration of the program and/or services provided for under this MOA; or as may be required under State or federal law.

SECTION V. MISCELLANEOUS

A. Governing Law. This MOA shall be governed, construed, and interpreted by, through, and under the Laws of the State of Maryland.

A. Non-Waiver. No indulgence, waiver, election, or non-election by KCLMB under this MOA shall affect the Vendor's duties and responsibilities hereunder.

[SIGNATURES ON NEXT PAGE]

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Minary's Dream Alliance

IN WITNESS THEREOF, the above parties affix hereto their signatures on the day and year first above written. Signing this MOA indicates that each person has read the above terms and agrees to adhere to these terms. Any amendment made to this MOA requires the authorized signatures of both KCLMB and Vendor representatives.

Witness our hand and seals:

KENT COUNTY COMMISSIONERS

Name: P. James Maxon Date: 12/04/22
Title: President, Kent County Commissioners

MINARY'S DREAM ALLIANCE

Name: Donella R Date: 12/02/22
Title: Executive Director
85-0988396
FEIN/Employer ID

EXHIBIT A: Program Summary

The vendor, Minary's Dream Alliance is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Minary's Dream Academy After School Program.

Specific goals for the FY23 program year include reducing chronic absenteeism in Kent County Middle School and improving student success.

Minary's Dream Academy After School program will be held at the Kent County Middle School, with satellite locations at Minary's Dream Alliance and the YMCA of the Chesapeake. The program days will be Tuesday, Wednesday, and Thursday from 3:00 pm-5:00 pm. for sixth, seventh and eighth grade students. Transportation will be provided for students who are not able to have a parent pick them up from the program. The Sultana Education Foundation will assist with transportation in between locations and activities when needed.

The program will utilize the funds awarded under this contract as specified in the budget attached hereto as Exhibit B.

The program will collect evaluation data through evaluation tools developed in cooperation with the KCLMB and report on a quarterly basis as specified in Exhibit C.

Duration of Program Services

The services described will be carried out during the period July 1, 2022 to June 30, 2023. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

Contact Information

When the present MOA is signed by the vendor and returned to KCLMB, the vendor will also provide a completed Exhibit D which specifies vendor contact information for questions pertaining to this agreement. The vendor will inform KCLMB within 14 business days if the vendor contact or other information provided in Exhibit D changes.

Reporting Requirements:

All narrative and data reports are due quarterly unless otherwise indicated. The quarterly reporting periods are: July 1-September 30; October 1-December 31; January 1- March 31; April 1- June 30. All narrative and data reports are due the 10th business day of the month following the end of the quarter (October 14th, January 14th, April 14th and July 14, 2023). Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to lhoxter@kentgov.org

Exhibit B – Expenditure Report

- i. Summary of Monthly Expenditures (Exhibit B) signed, accompanied by a detailed general ledger report, electronic copies only (due monthly to KCLMB).

**FY23 CPA
Minary's Dream Alliance**

- ii. A copy of receipts charged to this agreement or a detailed report on each line item must be kept as backup to support the Exhibit B summary expenditure report. Receipts must be organized by budget line item, and must tie to the Exhibit B budget line item totals. KCLMB will review these files including supporting documentation during site visits.
- iii. A copy of signed time sheets or time management software charged to this agreement must be kept as backup to support the Exhibit B summary expenditure report. KCLMB will review these files including supporting documentation during site visits. A statement of employee hourly rate rates and the benefits rate will be verified as a separate document.
- iv. Back up documentation will be submitted as requested by KCLMB and will otherwise be kept on site by the Vendor.
1. Exhibit C-1, Narrative Report. Please complete Exhibit C-1 in a Microsoft Word document each quarter.
2. Exhibit C-2, Data. Also due quarterly. Please see attached spreadsheet and directions detailing the information to be reported in excel worksheet provided.

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Please see <https://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence> for more information about cultural competency. Further training and engagement with racial equity and racial justice models is highly encouraged.
3. *Satisfaction Surveys.* A client satisfaction survey is required when participants exit the program, which may or may not be program completion. Recognizing that it may be difficult to obtain this survey from individuals exiting prior to program completion, the vendor must establish procedures to ensure that all program participants have the opportunity to complete this survey, whether or not they complete the program. Procedures to distribute and collect the survey must be described in the quarterly narrative reports.
4. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
5. Compliance with reporting requirements. KCLMB reserves the right to withhold final reimbursement from the final contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

**FY23 CPA
Minary's Dream Alliance**

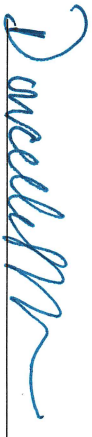
Other Documentation:

- Complete Exhibit E (acknowledgement of Background Check Requirement) and return with the signed MOA.
- Complete and return Background Certification (Exhibit F) within 90 days of signing this MOA.
- Budget Modification Request Form (Exhibit G).
- Exhibit H must be submitted if equipment is purchased for the program. All fixed assets are property of the State of Maryland and must be inventoried and labeled as such.

Monitoring Schedule:

KCLMB will monitor programmatic contract compliance during the fiscal year. Programmatic monitoring may encompass file reviews and/or on-site reviews. A copy of the monitoring tool used by the KCLMB will be provided to the vendor prior to the visit of the Program Monitor. In addition, the KCLMB Fiscal Agent may conduct a fiscal review of documents and/or invoices that support the reimbursement requests for one or more quarters during the funding cycle.

Vendor's Acknowledgement:

Name: 
Title: Creative Director

Date 12/02/22

Budget: Community Partnership Agreement**Kent County Local Management Board - Exhibit B**

Vendor: Minary's Dream Alliance (Minary's Dream Academy After School Program)

Vendor #: 11684

		Initial	Actual Expenses												TOTAL
		Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year to Date
Expense															
Personnel:	Salary Expenses	\$38,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fringe	\$5,735.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	Communications	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses:	Postage	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Rent/Mortgage	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Printing/Duplication	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Information System Repair/Maintenai	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Vehicle Operating (other than insuran	\$27,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	Business Travel	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Conferences/Conventions	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services:	Consultant (other than Legal & Accou	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:	Office Equipment	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:	Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Program supplies	\$7,124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Professional Dues/Publications/Subsc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Food	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense		\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Balance of Grant

Fiscal Agent Signature: _____ Date: _____ Month: _____

An original signature must accompany all requests for funds.

* Please note that financial disbursements will not be processed without the narrative, data reports or other required information found on the Exhibit A or included in the CPA. *

If you expect line items to be over or underspent, please submit a budget modification as soon as possible.

Balance

\$38,236.00
\$5,735.00
\$1,500.00
\$130.00
\$0.00
\$0.00
\$0.00
\$0.00
\$3,000.00
\$800.00
\$0.00
\$27,650.00
\$375.00
\$1,200.00
\$0.00
\$750.00
\$0.00
\$0.00
\$1,500.00
\$0.00
\$7,124.00
\$0.00
\$2,000.00
\$0.00
\$0.00

\$90,000.00

SCHEDUL

LMB: Kent County Local Management Board

DESCRIPTION
Program/Strategy: Minary's Dream Academy After School Program (Minary's Dream Alliance)
Personnel
Salaries
Fringe Costs
Operating Expenses
Communications
Postage
Utilities
Advertising
Office Supplies
Insurance
Rent/Mortgage
Printing/Duplication
Information System
Vehicle Operating (other than Insurance)
Travel
Business Travel
Conferences/Conventions
Contractual Services
Training
Consultant (other than Legal & Accounting/Auditing)
Legal
Accounting/Auditing
Equipment
Office Equipment/Furniture
Other
Vehicle purchase and lease
Program Supplies
Professional Dues/Publications/Subscriptions
Food
Other (specify)

Other (specify)
TOTAL budget for Minary's Dream Academy After School Program (Minary's Dream Alliance)
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:
County/City Direct Revenue (Cash)
County/City In-Kind
Fee for Service
MSDE
Other (Enter Source Here)
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA
CPA/Children's Cabinet FUNDING REQUEST
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA

**E OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND
Fiscal Year 2023**

Community Partnership Agreement		
Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)
43,971.00	0.00	0.00
38,236.00	0.00	0.00
5,735.00	0.00	0.00
19,689.00	13,391.00	0.00
1,500.00	0.00	0.00
130.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
3,000.00	0.00	0.00
800.00	0.00	0.00
0.00	0.00	0.00
14,259.00	13,391.00	0.00
1,575.00	0.00	0.00
375.00	0.00	0.00
1,200.00	0.00	0.00
750.00	0.00	0.00
0.00	0.00	0.00
750.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
1,500.00	0.00	0.00
1,500.00	0.00	0.00
9,124.00	0.00	0.00
0.00	0.00	0.00
7,124.00	0.00	0.00
0.00	0.00	0.00
2,000.00	0.00	0.00
0.00	0.00	0.00

0.00	0.00	0.00
\$76,609	\$13,391	\$0
	13,391.00	
		0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
	\$13,391	\$0
\$76,609		

D REVENUE PROJECTIONS

	Budget Narrative
Total	For each Column C line item where funding is proposed, enter below the calculation how the expense was derived. No entries are required for shaded line items.
\$43,971	
\$38,236	For 43.45 Weeks: Program Coordinator \$28.00 per hour for 10 hours per week \$1,120; Program Staff Member \$25.00 per hour for 10 hrs per week \$10,862; Program Staff Member \$25.00 per hour for week \$10,862; Finance Staff \$40 per hour for 2.5 hours per week \$4,345
\$5,735	Fringe calculated at 15%
\$33,080	
\$1,500	Cell phone reimbursement \$50/mo * 3 staff members for 10 months
\$130	.58 * 224 mailings
\$0	
\$0	
\$0	
\$0	
\$3,000	YMCA \$150 x 20 visits for swimming and gym activities
\$800	.50 * 600=\$300 rack cards; .20 * 2,500 copies= \$500
\$0	
\$27,650	\$2,000 fuel for MDA owned vehicle, + bus rental estimate (\$1,226/mo*10 months)
\$1,575	
\$375	.62 * 20 mi/month * 10 months for 3 staff members
\$1,200	\$400/staff member for annual MOST United 4 Youth Conference, Nov. 17&18
\$750	
\$0	
\$750	\$50 stipend for Cultural Connection Presenter (5), Behavioral Health Professional
\$0	
\$0	
\$1,500	
\$1,500	Laptop for program staff
\$9,124	
\$0	
\$7,124	\$10/student (100) for misc. supplies like paper, markers, glue, etc; Socio-emotional mindfulness, affirmations, youth trauma informed books \$20/student(100); \$40*100 passes for enrichment trip = \$4,120
\$0	
\$2,000	Cooking classes ingredients \$10/student*100=\$1,000; Snacks/Drinks \$10/student
\$0	

\$0

\$90,000

\$90,000

itions that show nes.
2,166 hours ember \$25.00 10 hours per
i)
\$25*20hours
al materials for l03 entrance
*100=\$1000

LMB: Kent County Local Management Board

		Children's Cabinet/KCL	
		Approved Budget	Change + or -
Program:			
Personnel		0.00	0.00
	Salaries	0.00	0.00
	Fringe Costs	0.00	0.00
Operating Expense		0.00	0.00
	Communications	0.00	0.00
	Postage	0.00	0.00
	Utilities	0.00	0.00
	Advertising	0.00	0.00
	Office Supplies	0.00	0.00
	Insurance	0.00	0.00
	Rent/Mortgage	0.00	0.00
	Printing/Duplication	0.00	0.00
	Information System Repair/Maintenance	0.00	0.00
	Vehicle Operating (other than Insurance)	0.00	0.00
Travel		0.00	0.00
	Business Travel	0.00	0.00
	Conferences/Conventions	0.00	0.00
Contractual Services		0.00	0.00
	Training	0.00	0.00
	Consultant (other than Legal & Accounting/Auditing)	0.00	0.00
	Legal	0.00	0.00
	Accounting/Auditing	0.00	0.00
Equipment		0.00	0.00
	Office Equipment	0.00	0.00
Other		0.00	0.00
	Vehicle purchase and lease	0.00	0.00
	Program Supplies	0.00	0.00
	Professional Dues/Publications/Subscriptions	0.00	0.00
	Food	0.00	0.00
	Other (specify)	0.00	0.00
	Other (specify)	0.00	0.00
TOTAL Budget		\$0	\$0.00

MB Funds	Non-Children's Cabinet Funds that Directly Support Program			
New Children's Cabinet Total	Approved Budget	Change + or -	New Non-Children's Cabinet Total	New Total (Children's Cabinet + Non- Children's Cabinet)
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
\$0.00	\$0	\$0.00	\$0.00	\$0.00

Budget Narrative

For each line item where a change is proposed, enter below a description of the expense and the calculations that show how the expense was derived. No entries are required for shaded lines.

The image shows two identical sheets of white paper stacked vertically. Each sheet has horizontal black ruling lines spaced evenly down its length. The background between the lines consists of alternating light gray and white horizontal bands. On the left side of each sheet, there are several vertical black lines forming a margin or header area. The top sheet is slightly offset from the bottom sheet, showing both the top and bottom edges of the pages.

EXHIBIT C-1

NARRATIVE

Vendor and Program Name:				Fiscal Year:			
Person Completing Report:				Signature:			
Reporting Period (mark with an X)		Qtr 1: 7/1-9/30		Qtr 2: 10/1-12/31		Qtr 3: 1/1-3/31	Qtr 4: 4/1-6/30

Please answer the following questions about the program for the quarter reported. Please provide succinct responses to the following questions. Do not cut and paste from prior reports. Responses must clearly reflect activity that occurred only in the reported quarter.

1. **Program Successes:** Include program highlights, achievements and activities that occurred during this quarter. Note accomplishments and progress toward performance measures.
2. **Program Challenges:** Include any obstacles to the delivery of program services and your strategy to overcome the obstacle. Note any proposed changes in program design.
3. **As applicable, please describe the top three needs of the children and families you are serving, and any ideas on resources we could develop to meet those needs (Q2, Q4 only).**
4. **Are there any technical assistance requests? If yes, please describe:**
5. **Case Vignette:** Include a short story that highlights the positive impact of the program on children, youth and families assisted by your program.
6. **As applicable, describe program procedures to obtain pre and post surveys, both from participants who complete the program, as well as from participants who exit the program early.**

EXHIBIT C-1

NARRATIVE

7. **Describe program procedures to provide referrals to community resources to program participants.** (ie: SNAP and other nutrition resources, housing resources behavioral health, Local Care Team, etc.)
8. **(Q2, Q4 only) Please address program sustainability, summarizing planning efforts and resources mobilized to continue the program after 6/30/21.**
9. **(Q2, Q4 only) Describe progress or challenges to incorporating racial equity approaches and practices into the program.**

Kent County Local Management Board
Program: Minary's Dream Academy

Performance Measure*	For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	HY1	HFY 2	Annual	Data Discussion: Definitions, Notes about how Data is collected	Story Behind: Explain trends in data, why are numbers going up or down?	Narrative Field: Other notes or questions about a measure. Include detail like names and dates of trainings, or challenges facing program
What/How Much We Do:							
# of students enrolled					Signed up and attending at least 30% of programming during the reporting period	Half Year 1: Half Year 2:	
# of wellness checks (# of messages, calls, or visits completed by MDA staff to support student engagement)						Half Year 1: Half Year 2:	
How Well We Do It:							
#/% of associated staff trained in trauma informed approaches	NUM: # of associated staff trained in trauma informed approaches					Half Year 1: Half Year 2:	Who are the associated staff, their roles, and what trainings have they done, and when
	DEN: # of associated staff						
#/% of youth successfully completing the program	NUM: # of students successfully completing the program	End of Year			Successful completion consists of a minimum of 75% attendance	Half Year 1: Half Year 2:	
	DEN: # of students enrolled						
Is Anyone Better Off?							
#/% of participants reporting increased knowledge or skill development as a result of the program	NUM: # of students scoring above 84 on the CYRM				In the narrative field compare the students from the program's figure to that of the overall student body	Half Year 1: Half Year 2:	
	DEN: # of students evaluated with the Child & Youth Resilience Measure						
% of program students chronically absent during reporting period	NUM: # of students chronically absent (absent 10% of time) during the reporting period				In the narrative field compare the students from the program's figure to that of the overall student body	Half Year 1: Half Year 2:	
	DEN: Number of students enrolled						

Instructions:

Submit this report each quarter. For the Quarter 2 and Quarter 4 reports include total unduplicated

To Complete the Report:

- a Enter the approved performance measures from the Appendix A under each section of H
- b For all percentage performance measures under How Well and Better Off, enter the NUM
- c Enter unduplicated data in column C or D, depending on the reporting period. Column E Better Off measures will automatically populate.
- d If data is not available, provide an explanation in column G - Data Discussion.
- e If narrative is needed to explain data provided, complete column H - Story Behind the Cui
- f If additional narrative fields are needed, label column I and provide the information. Ente

Questions? Please contact KCLMB.

numbers for Half Year 1 & 2 respectively.

ow Much, How Well and Better Off. (Column A)
1 and DEN that will be used to calculate the measure. (C
will automatically populate for the annual total. If the sc

rve.

or as many additional narrative fields as needed.

column B)

Forecast is calculated, the percentage for the How Well and

EXHIBIT D

CONTACT INFORMATION SHEET

Please list the name of the individual who will be the **Program Director** for this grant. This should be the person who is responsible for the overall management, implementation, reporting and designated liaison with the Kent County Local Management Board.

Name	
Position	
Phone	
Email	

Please list the name of the individual who will be the **Program Coordinator**. This should be the front line staff who is implementing the program, assuring that the deliverables within the contract are being met and reporting requirements are captured.

Name	
Position	
Phone	
Email	

Please list the name of the individual who will be the **Fiscal Agent** for the grant. This person will prepare and track the budget, monitor how funds are spent down, produce budget modifications when necessary and provide back-up documentation for expenditures related to the grant.

Name	
Position	
Phone	
Email	

EXHIBIT E

I, _____, understand that criminal background checks are required of any and all staff/volunteers who work directly with children and/or youth *. Compliance with this regulation is mandatory for any program receiving funds from the Kent County Local Management Board.

Compliance means that

- All staff/volunteers have been fingerprinted or a criminal background check has been completed
- A copy of their record is in the possession of their employer, and
- The employer has submitted *the Criminal Background Check Certification Affidavit* (Exhibit F) to the KCLMB certifying that the record(s) has been received and that there are no violations that would suggest any risk to children.

We recognize that documentation of the results of criminal background checks takes time. Therefore, in compliance with procedures developed by the Department of Human Resources, KCLMB is willing to allow a 90 day grace period from the date an employees is hired OR the date that the Memorandum of Agreement (MOA) becomes effective (whichever occurs later) prior to requiring certification. HOWEVER, NO PERSON WHO DOES NOT HAVE A COMPLETED BACKGROUND CHECK ON FILE MAY BE ALONE WITH ANY CHILD, YOUTH, OR GROUP OF CHILDREN OR YOUTH.

I, _____, understand that NO PERSON WHO DOES NOT HAVE A COMPLETED BACKGROUND CHECK ON FILE MAY BE ALONE WITH ANY CHILD, YOUTH OR GROUP OF CHILDREN OR YOUTH.

I, _____, will submit a *Criminal Background Check Certification Affidavit* for the current staff and each time a new volunteer/employee is added to the program.

Signature/Title

Print Name

Date

**A copy of the COMAR regulations (Family Law 5-561) that pertains to this requirement is kept on file at the LMB.*

EXHIBIT F

Criminal Background Check Certification Affidavit

Consistent with Section II-D of the signed Memorandum of Agreement (MOA) between _____ and Kent County Local Management Board; as well as Section II, Subsection 30.3.I. of the LMB Manual as adopted by Kent County, all of Contractor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland requiring criminal background checks. Please sign and verify the following:

1. I am over eighteen (18) years of age and competent to testify in a Court of law.
2. I verify that the following employees and volunteers of this organization who have direct contact with children have a completed criminal background check on file.

Employee/volunteer Name	Date of Application for Background Check	Date Completed Background Check Report Received

Signature

Date

Print Name

Title

Budget: Community Partnership Agreement**Kent County Local Management Board - Exhibit B**

Vendor: Minary's Dream Alliance (Minary's Dream Academy After School Program)

Vendor #: 11684

		Initial	Actual Expenses												TOTAL
		Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year to Date
Expense															
Personnel:	Salary Expenses	\$38,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fringe	\$5,735.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	Communications	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenses:	Postage	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Rent/Mortgage	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Printing/Duplication	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Information System Repair/Maintenai	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Vehicle Operating (other than insuran	\$27,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	Business Travel	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Conferences/Conventions	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services:	Consultant (other than Legal & Accou	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Accounting/Auditing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:	Office Equipment	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:	Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Program supplies	\$7,124.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Professional Dues/Publications/Subsc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Food	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense		\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Balance of Grant

Fiscal Agent Signature: _____ Date: _____ Month: _____

An original signature must accompany all requests for funds.

* Please note that financial disbursements will not be processed without the narrative, data reports or other required information found on the Exhibit A or included in the CPA. *

If you expect line items to be over or underspent, please submit a budget modification as soon as possible.

Balance

\$38,236.00
\$5,735.00
\$1,500.00
\$130.00
\$0.00
\$0.00
\$0.00
\$0.00
\$3,000.00
\$800.00
\$0.00
\$27,650.00
\$375.00
\$1,200.00
\$0.00
\$750.00
\$0.00
\$0.00
\$1,500.00
\$0.00
\$7,124.00
\$0.00
\$2,000.00
\$0.00
\$0.00

\$90,000.00

SCHEDUL

LMB: Kent County Local Management Board

DESCRIPTION	
Program/Strategy: Minary's Dream Academy After School Program (Minary's Dream Alliance)	
Personnel	
	Salaries
	Fringe Costs
Operating Expenses	
	Communications
	Postage
	Utilities
	Advertising
	Office Supplies
	Insurance
	Rent/Mortgage
	Printing/Duplication
	Information System
	Vehicle Operating (other than Insurance)
Travel	
	Business Travel
	Conferences/Conventions
Contractual Services	
	Training
	Consultant (other than Legal & Accounting/Auditing)
	Legal
	Accounting/Auditing
Equipment	
	Office Equipment/Furniture
Other	
	Vehicle purchase and lease
	Program Supplies
	Professional Dues/Publications/Subscriptions
	Food
	Other (specify)

Other (specify)	
TOTAL budget for	Minary's Dream Academy After School Program (Minary's Dream Alliance)
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:	
	County/City Direct Revenue (Cash)
	County/City In-Kind
	Fee for Service
	MSDE
	Other (Enter Source Here)
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA	
CPA/Children's Cabinet FUNDING REQUEST	
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA	

**E OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND
Fiscal Year 2023**

Community Partnership Agreement		
Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)
43,971.00	0.00	0.00
38,236.00	0.00	0.00
5,735.00	0.00	0.00
19,689.00	13,391.00	0.00
1,500.00	0.00	0.00
130.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
3,000.00	0.00	0.00
800.00	0.00	0.00
0.00	0.00	0.00
14,259.00	13,391.00	0.00
1,575.00	0.00	0.00
375.00	0.00	0.00
1,200.00	0.00	0.00
750.00	0.00	0.00
0.00	0.00	0.00
750.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
1,500.00	0.00	0.00
1,500.00	0.00	0.00
9,124.00	0.00	0.00
0.00	0.00	0.00
7,124.00	0.00	0.00
0.00	0.00	0.00
2,000.00	0.00	0.00
0.00	0.00	0.00

0.00	0.00	0.00
\$76,609	\$13,391	\$0
	13,391.00	
		0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
	\$13,391	\$0
\$76,609		

D REVENUE PROJECTIONS

	Budget Narrative
Total	For each Column C line item where funding is proposed, enter below the calculation of how the expense was derived. No entries are required for shaded line items.
\$43,971	
\$38,236	For 43.45 Weeks: Program Coordinator \$28.00 per hour for 10 hours per week \$11,200; Program Staff Member \$25.00 per hour for 10 hrs per week \$10,862; Program Staff Member \$25.00 per hour for 10 hrs per week \$10,862; Finance Staff \$40 per hour for 2.5 hours per week \$4,345
\$5,735	Fringe calculated at 15%
\$33,080	
\$1,500	Cell phone reimbursement \$50/mo * 3 staff members for 10 months
\$130	.58 * 224 mailings
\$0	
\$0	
\$0	
\$0	
\$3,000	YMCA \$150 x 20 visits for swimming and gym activities
\$800	.50 * 600=\$300 rack cards; .20 * 2,500 copies= \$500
\$0	
\$27,650	\$2,000 fuel for MDA owned vehicle, + bus rental estimate (\$1,226/mo*10 months)
\$1,575	
\$375	.62 * 20 mi/month * 10 months for 3 staff members
\$1,200	\$400/staff member for annual MOST United 4 Youth Conference, Nov. 17&18
\$750	
\$0	
\$750	\$50 stipend for Cultural Connection Presenter (5), Behavioral Health Professional
\$0	
\$0	
\$1,500	
\$1,500	Laptop for program staff
\$9,124	
\$0	
\$7,124	\$10/student (100) for misc. supplies like paper, markers, glue, etc; Socio-emotional learning, mindfulness, affirmations, youth trauma informed books \$20/student(100); \$40*100 passes for enrichment trip = \$4,120
\$0	
\$2,000	Cooking classes ingredients \$10/student*100=\$1,000; Snacks/Drinks \$10/student*100=\$1,000
\$0	

--	--

	\$90,000	
--	----------	--

\$90,000

itions that show ines.
2,166 hours ember \$25.00 10 hours per
)
\$25*20hours
al materials for l03 entrance
*100=\$1000

LMB: Kent County Local Management Board

	Children's Cabinet/KCL	
	Approved Budget	Change + or -
Program:		
Personnel	0.00	0.00
Salaries	0.00	0.00
Fringe Costs	0.00	0.00
Operating Expense	0.00	0.00
Communications	0.00	0.00
Postage	0.00	0.00
Utilities	0.00	0.00
Advertising	0.00	0.00
Office Supplies	0.00	0.00
Insurance	0.00	0.00
Rent/Mortgage	0.00	0.00
Printing/Duplication	0.00	0.00
Information System Repair/Maintenance	0.00	0.00
Vehicle Operating (other than Insurance)	0.00	0.00
Travel	0.00	0.00
Business Travel	0.00	0.00
Conferences/Conventions	0.00	0.00
Contractual Services	0.00	0.00
Training	0.00	0.00
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00
Legal	0.00	0.00
Accounting/Auditing	0.00	0.00
Equipment	0.00	0.00
Office Equipment	0.00	0.00
Other	0.00	0.00
Vehicle purchase and lease	0.00	0.00
Program Supplies	0.00	0.00
Professional Dues/Publications/Subscriptions	0.00	0.00
Food	0.00	0.00
Other (specify)	0.00	0.00
Other (specify)	0.00	0.00
TOTAL Budget	\$0	\$0.00

MB Funds	Non-Children's Cabinet Funds that Directly Support Program			
New Children's Cabinet Total	Approved Budget	Change + or -	New Non-Children's Cabinet Total	New Total (Children's Cabinet + Non- Children's Cabinet)
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
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0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
\$0.00	\$0	\$0.00	\$0.00	\$0.00

Budget Narrative

For each line item where a change is proposed, enter below a description of the expense and the calculations that show how the expense was derived. No entries are required for shaded lines.

[illegible]

Kent County Local Management Board Exhibit H

Fixed Assets Inventory			
Item	Purchase Date	Serial Number	Make and Model

All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are property of the State and are inventoried by KCLMB. The Vendor must submit Exhibit H with the serial number, make and model, and label the item, "property of State of Maryland".



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficiently able to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arisen under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those

products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the

contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

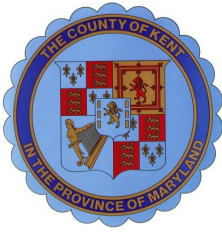
Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.



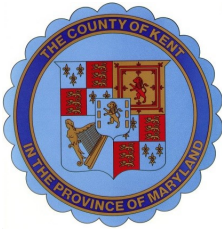
Police Accountability Board
12/6/2022
County Commissioners Meeting

Item Summary:

Appointment Letters

ATTACHMENTS:

Description



Procedures For Public Comment 12/6/2022 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments 2022

12.06.22 Public Comment Sign In Sheet

Press and Public Comments

Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

Interested parties may address the Commissioners in writing at any time about any matter pertaining to County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620

**PUBLIC COMMENTS
SIGN IN SHEET
December 6, 2022**

NAME (please print)	ADDRESS	TOPIC
Greg Kimmel Kelley McIntire Chester River Packer		Taxie Williams



American Rescue Plan Act (ARPA) Funds Spend Plan 12/6/2022 County Commissioners Meeting

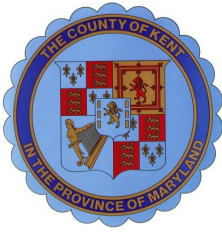
ATTACHMENTS:

Description

11-15-2022 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
11/15/2022

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	
AV System	Information Technology	67,429	10/26/21	67,429	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		652,897			
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		15,000			
Worton WWTP Lagoon Sludge Removal Contract		1,000,000			
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		35,000			
Kennedyville Pump Station #2 Construction		450,000			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,985,908</u>		<u>\$ 1,523,011</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (219,131)</u>		<u>\$ 2,243,766</u>	



Contingency and Use of Fund Balance Report 12/6/2022 County Commissioners Meeting

ATTACHMENTS:

Description

11-15-2022 Commissioner Report Contingency

**FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
November 15, 2022**

[illegible]



Marty Hale, Director, Human Resources
12/6/2022
County Commissioners Meeting

Item Summary:

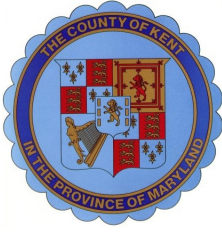
Employment Contracts

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description



Marty Hale, Director, Human Resources
12/6/2022
County Commissioners Meeting

Item Summary:

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description