

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

November 28, 2023

10:00 AM 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 14, 2023

#2 - Liquor Minutes, November 14, 2023

#3 - Closed Session Minutes, November 14, 2023

#4 - Public Hearing Minutes, November 14, 2023

Special Class C Licenses

Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, December 31, 2023

County Attorney

Public Hearing Protocols

Public Hearing Protocols

Public Hearing

Bill Mackey, Director, Planning, Housing, and Zoning

Growth Allocation Application By The Wharf at Handy's Point

Appointments

Bryan DiGregory, State's Attorney, States Attorney Office

Byrne-Justice Assistance Grant No. BJAG-2022-0024

Dr. Karen Couch, Superintendent, and Joseph Wheeler, Supervisor of Operations and Transportation, Kent County Public Schools

Enterprise Fleet Management

Dwayne D. Joseph, Ph.D., Extension Agent -AgFS, University of Maryland Extension Kent County and Sam Covington, Kent and Cecil County Nutrient Management Advisor

Programming Update

Departmental Appointments

Rosemary Ramsey Granillo-Director Kent County Local Management Board

FY 2024 Washington College Starr Center Teen Spaces Contract

Jill Coleman, Director, Parks & Recreation; Dan Mattson, Deputy Director, Department of Public Works

Program Open Space Local Grant

Jill Coleman, Director, Parks & Recreation

Request To Increase Fees
Jamie Williams, Director, Economic and Tourism Development
Departmental Update

Public Works Director

Mike Moulds, Director, Public Works
Water and Wastewater Division, Worton Water and Sewer Extension Design

Commissioner Comments

Ronald H. Fithian, President
Public Works, Engineering
Ronald H. Fithian, President
Public Works, Environmental Operations Division

American Rescue Plan Act Funds

Mike Moulds, Director, Public Works
Water and Wastewater Division, Worton Sludge Press Replacement Design
American Rescue Plan Act (ARPA) Funds Spend Plan

Human Resources Director

Public Works - Roads Division
MEO I Vacancy
Public Works - Water and Wastewater
Utilities Technician Vacancy

County Administrator

Kim Righi, Finance Director, Minary's Dream Alliance, Inc
Request For A Letter Of Support
2024 Meeting Calendar
Annual Meeting Schedule

County Administrator Report

John B. Thomas, Assistant Director, Maryland Department of Transportation Office of
Planning and Capital Programing,
Worton Track Safety Rehabilitation Project
Mileposts 15.25 - 15.49 and 16.12 - 16.65

Letters for Signature

Kent County Local Management Board
Thank You For Your Interest Letter
Kent County Local Management Board
Thank You For Your Service Letters
Kent County Property Tax Assessment Appeal Board
Thank You Letters

Legislative Bond Initiatives Requests

Letters Of Support

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Caroline County Commissioners

Mid-Shore Regional Detention Center, Notice Of Intent

Dorianne A. Meloy, People's Insurance Counsel, State of Maryland Office of the Attorney General

Services Provided

Lynn Sutton, Chairperson, Kent County Emergency Services Board

Announcement Of An Emergency Medical Services Council Member

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Thomas N. Yeager, County Attorney

Legal and Pending Litigation

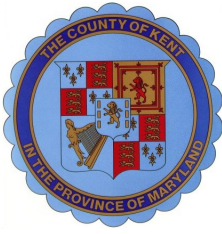
The meeting was closed under the Annotated Code of Maryland, General Provisions Article §3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) to consult with staff, consultants, or other individuals about pending or potential litigation.

Jim Miller, 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.

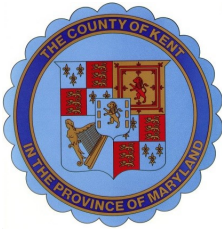
(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific 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.)



**#1 - Regular Session Minutes, November 14, 2023
11/28/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, November 14, 2023
11/28/2023
County Commissioners Meeting**

ATTACHMENTS:

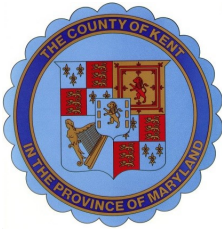
Description



**#3 - Closed Session Minutes, November 14, 2023
11/28/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



**#4 - Public Hearing Minutes, November 14, 2023
11/28/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



**Rock Hall Volunteer Fire Company, Beer, Wine, and Liquor, December
31, 2023
11/28/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

Rock Hall Volunteer Fire Company, Beer, Wine and Liquor, December 31, 2023

#4905

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer () Beer and Wine () Beer, Wine, and Liquor (X)

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Rock Hall Vol. Fire Co.

Address 21500 Rock Hall Ave, Rock Hall Md. 21661

Type of Function New Years Eve Dance

Location of Function Chesapeake Room @ Rock Hall Firehouse

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? NO Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

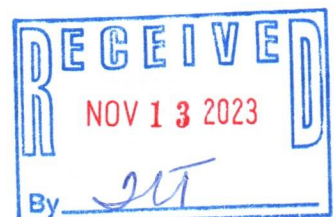
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) Sunday 12/31/23.
Begin at: 8 PM End at: 12:30 AM and the applicant tenders herewith the sum of (\$ 25.00 Per Diem) (\$) in payment for the license.

Please Select One:

☒ Pick Up

☐ Mail Permit (will be mailed to above address)



9. Applicants

(1) Kenneth W. Sutton 5756 Cherry St., Rock Hall, MD 21661
Name Residence
50 yrs TREASURER 410-708-7263 Kenneth W. Sutton
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 6th day of Nov., 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Kenneth W. Sutton the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(2) Linda M. Kimble 21175 Haven Rd Rock Hall Md 2166
Name Residence
60 years Sec - Aux 410-639-7483 Linda M. Kimble
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 6 day of Nov, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Linda M Kimble the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

(3) Sharon Truitt 21120 Spring Cove Rd Rock Hall 21661
Name Residence
18 + 24 Pres Aux 410 7086647 Sharon Truitt
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 6th day of Nov, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Sharon Truitt the applicant(s) named in the foregoing application and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Linda M. George

(SEAL)

STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: Robert A. Glenn PRINT NAME: Robert A. Glenn

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: Rock Hall Volunteer Fire Company

AUTHORIZED AGENT SIGNATURE: _____ PRINT NAME: _____

TITLE OF AUTHORIZED AGENT: Chief of Rock Hall Fire Department

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 6 day of Nov, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Robert A Glenn and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Linda M. George



#4905

Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Rock Hall Vol. Fire Co.

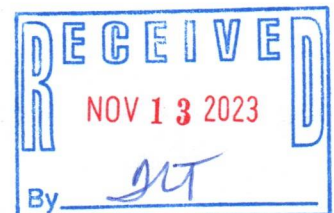
Address 21500 Rock Hall Ave

Name Linda M. George
(Please Print)

Linda M. George
(Signature)

Phone # 443-480-0675

Date 11-6-2023



R. Clayton Mitchell, Jr. Kent County Government Center



Public Hearing Protocols 11/28/2023 County Commissioners Meeting

Item Summary:

Public Hearing Protocols

ATTACHMENTS:

Description

11.28.23 Public Hearing Testimony Log

11.28.23 Procedures for Testifying , Public Hearing, Site Plan and Growth Allocation, The Wharf at Handy's Point

11.28.23 Advertisement for Public Hearing, Site Plan and Growth Allocation, The Wharf at Handy's Point

TESTIMONY LOG

PUBLIC HEARING

November 28, 2023

SITE PLAN AND GROWTH ALLOCATION THE WHARF AT HANDY'S POINT

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process is given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

- Rule 1.** Please sign the “testimony log” if you desire to speak during the hearing(s).
- Rule 2.** All speakers must identify themselves and use the area designated for purposes of testifying and will use the microphone.
- Rule 3.** Each person testifying will have three minutes for his/her remarks.
- Rule 4.** The Chair will maintain order via voice commands.
- Rule 5.** Stick to the issues at hand.

The comment period ends after the public hearing.



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

**NOTICE OF PUBLIC HEARING
KENT COUNTY, MARYLAND**

In accordance with the Kent County, Maryland adopted Growth Allocation Policy, the County Commissioners of Kent County, Maryland will hold a Public Hearing on **Tuesday, November 28, 2023, at 10:00 a.m.** in the County Commissioners' Hearing Room, located at the R. Clayton Mitchell, Jr., Kent County Government Center, **400 High Street, Chestertown, Maryland** on:

A **proposed application** for Site Plan and Growth Allocation for **The Wharf at Handy's Point**, requesting 52 acres of allocation for the approximately 26 acres currently designated as Resource Conservation Area to be re-designated as Intensely Developed Area, which requires two rounds of growth allocations, in conjunction with a ministerial correction to indicate Marine zoning, as adopted in 2002, for a portion of Map 19, Parcel 102, which is located in the Third Election District and zoned "RCD" Resource Conservation District (DPHZ File #23-57).

If you require communication assistance, please contact the Commissioners' Office at (410) 778-4600 or visit Maryland Relay at www.mdrelay.org by November 22, 2023.

A copy of the file is available in the Kent County Department of Planning, Housing, and Zoning located at 400 High Street, Chestertown, MD, during regular business hours, Monday through Friday, from 8:30 a.m. to 4:30 p.m.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

A handwritten signature in blue ink, reading "Sondra M. Blackiston".

Sondra M. Blackiston
Clerk

PUBLISH: KCN 11/16/23



Bill Mackey, Director, Planning, Housing, and Zoning
11/28/2023
County Commissioners Meeting

Item Summary:

This item is a Public Hearing for the Growth Allocation application for The Wharf at Handy's Point. The Growth Allocation application was presented before the Kent County Planning Commission on November 2, 2023, and it received a favorable recommendation by the Planning Commission.

As part of the approval process, the Maryland Critical Area Commission (CAC) also reviews and approves Growth Allocation applications. The County's practice is to provide advance copies of materials to State agencies to facilitate the process and, if needed, receive early feedback on projects. DPHZ staff have been in contact regarding this Growth Allocation application with CAC staff who are familiar with the project.

ATTACHMENTS:

Description

Proposed Exhibit A - Applicant's Suggested Findings for BOCC

Letter from the Planning Commission

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

FINDINGS OF FACT – GROWTH ALLOCATION STANDARDS AND FACTORS

In order to grant growth allocation, the County Commissioners must find that the application meets all of the criteria of the Growth Allocation Policy for Kent County, found in the County Code at Article II, Section 2.2 (as recently amended) (the “Growth Allocation Policy”). Within the County’s Growth Allocation Policy is the requirement to comply with the enabling statute for the Chesapeake and Atlantic Coastal Bays Critical Area Protection (*i.e.*, Natural Resources Art. Sec. 8-1801, *et. seq.*, the Critical Area Law). The Maryland Regulations authorized by the Critical Area Law and applicable here are found at COMAR Title 27.

The Growth Allocation policy states, Kent County may “grant growth allocation to areas outside the incorporated towns to special projects necessary to fulfill the goals and objectives as identified in the Kent County Comprehensive Plan.” The following are the Commissioners of Kent County’s findings of fact in response to the applicable standards.

ARTICLE II. STANDARDS

Section 2. Growth allocation in the Unincorporated Territory of Kent County

2.1 Growth allocation may be granted to projects in the unincorporated areas of Kent County only for the development of desirable employers or quality amenities as identified in the Kent County Comprehensive Plan. These projects must have a positive impact on the County's economy and make a positive net fiscal contribution to County's budget (*i.e.*, taxes paid by the project exceed services required by the project). The County Commissioners shall consider the compatibility of the project with the surrounding land use.

FINDING: The Wharf at Handy’s Point marina has a positive impact on the County’s economy. The Wharf at Handy’s Point is a marina that was built in 1987. It consists of 70 slips, parking and storage areas, an office building, workshops, and bath houses. In 2021, the Wharf at Handy’s Point, Inc. purchased the adjacent Green Point Marina at a foreclosure sale. Green Point Marina consists of 64 slips, storage yards, parking areas, workshops, office and bathhouse. Both marinas are now under common ownership and consist of 39.299 acres overall. The County receives tax revenue from this business and expends very little public money for the benefit of the marina.

The current use and any intensification of the existing marina enhances and expands locally based tourism that relies on the unique natural features and qualities of Kent County.

The project is consistent with goals and intent of the Comprehensive Plan, the zoning ordinance and Critical Area program. A refinement of Kent County’s growth allocation to provide IDA status to a Marine zoned property is consistent with Kent County’s Comprehensive Plan because it is the County’s policy to provide IDA status to all Marine zoned properties in the County.

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

Another goal is maintaining and strengthening natural resource-based industry. (Comprehensive Plan p. 4, 5, 15, 16). A strategy for doing this is to promote Kent County as a boating center. (Comprehensive Plan p. 16). The proposed refinement will support all of these goals and strategies. The surrounding land is agricultural land that is owned by the same owner of the Wharf at Handy's Point. There are other marinas within close proximity that have been granted growth allocation.

ARTICLE II. STANDARDS

Section 2. Growth allocation in the Unincorporated Territory of Kent County 2.2 .

In order to grant growth allocation, the County Commissioners must find that the application meets all of the following:

- a. The Kent County Comprehensive Plan identifies the proposed type of project as a means to expand and provide more diversity in the size, number, and type of businesses in Kent County or as a means to enhance and expand locally based tourism that relies upon the unique natural, cultural and historic features and qualities of Kent County.

FINDING: It is the policy of Kent County to grant growth allocation to all Marine zoned properties and granting growth allocation within Marine zoned properties is consistent with the Comprehensive Plan.

- b. The proposed project is suitable for the sensitive location and poses minimal risks to the environment and minimizes impacts and optimizes benefits to Habitat Protection Areas as defined in COMAR 27.01.09 and in an area and manner that improves water quality.

FINDING: The marina has been in existence at this site since the 1980's. The current use and proposed projects pose minimal risks to the environment and will optimize benefits to Habitat Protection Areas as defined in COMAR 27.01.09 and in an area and manner that improves water quality. The IDA designation will benefit water quality and lessen impacts within the Critical Area Buffer. The IDA designation will allow for the installation of a septic system, with Best Available Technology and *reduce the environmental impact of existing activity* on the consolidated marina using modern, nitrogen reducing technology and move all septic fields much further from Worton Creek.

The IDA designation will also allow the marina to utilize upland portions of the property for boat storage, further away from Worton Creek and the Critical Area Buffer. There are no new proposed activities on the property. The IDA designation will merely allow the Marina to use the entire parcel instead of consolidating its Marine activities close to the water's shoreline.

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

c. Site location and development will use innovative design features to minimize negative impacts on water quality, habitat protection areas, woodlands, and forests. Examples include but are not limited to the use of buffer areas to protect habitat, wildlife corridors, and other important natural areas, the use of conservation landscapes or Bayscapes, and the limitation of lot coverage through clustering and shared roadways.

FINDING: The IDA designation will allow for the installation of a septic system, with Best Available Technology and *reduce the environmental impact of existing activity* on the consolidated marina using modern, nitrogen reducing technology and move all septic fields much further from Worton Creek.

The IDA designation will also allow the marina to utilize upland portions of the property for boat storage, further away from Worton Creek and the Critical Area Buffer. There are no new proposed activities on the property. The IDA designation will merely allow the Marina to use the entire parcel instead of consolidating its Marine activities close to the water's shoreline.

d. The proposed project is consistent with the goals and intent of the Kent County Comprehensive Plan, Land Use Ordinance and Critical Area Program.

FINDING: It is the policy of Kent County to grant growth allocation to all Marine zoned properties and granting growth allocation within Marine zoned properties is consistent with the Comprehensive Plan.

e. The proposed project accomplishes two of the following standards to mitigate the negative effects caused by higher intensity development than normally allowed:

- i. **The project is within a developed area such as a village.**
- ii. The project has direct access to public sewer and water.
- iii. Man-made structures on the site are clustered.
- iv. **Efforts are made to enhance the habitat of threatened or endangered species or species in need of protection beyond the minimum required standards.**
- v. Permanent environmental easements are donated.
- vi. All remaining agricultural lands on the site are placed into a protective easement.
- vii. **Public access to natural and physical amenities is provided.**
- viii. The development uses infill or existing structures.
- ix. Habitat for forest interior dwelling birds and/or other sensitive species is created or expanded.
- x. The restoration, enhancement, or creation of wetlands is included in the project.

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

- xi. Afforestation/reforestation is provided beyond the minimum required standards.
- xii. Historic structures are restored.
- xiii. Buildings are designed to reflect the heritage of Kent County.

FINDING: The project is within a developed Marine zone. The applicant has made efforts to enhance the habitat with plans to install a Best Available Technology and *reduce the environmental impact of existing activity* on the consolidated marina using modern, nitrogen reducing technology and move all septic fields much further from Worton Creek. The IDA designation will also allow the marina to utilize upland portions of the property for boat storage, further away from Worton Creek and the Critical Area Buffer. The Property provides public access to Worton Creek and the Chesapeake Bay.

- f. New Limited Development Areas shall be located adjacent to existing Limited Development Areas or Intensely Developed Areas unless:
 - i. The project is a tourism- or heritage-related project where a location in a Resource Conservation Area is integral to the nature of the project; or
 - ii. The project is marine-related and the location of which is dictated by the characteristics of the shoreline or water; or
 - iii. The project is a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988.

FINDING: The Property has historically been split zoned as Marine/RCD and with split designations of IDA/RCA. The growth allocation will bring the entire property within the IDA designation.

- g. New Intensely Developed Areas (IDAs) shall be located in (1) an existing Limited Development Area, or adjacent to an existing Intensely Developed Area, unless: (i) The project is related to tourism, heritage development, or marine use that is part of a project that will expand or intensify a lawfully existing intensive use; (ii) is currently served by public sewer, or will use a Best Available Technology (BAT) onsite sewage disposal system; and (iii) is consistent with the comprehensive plan.

FINDING: A portion of the Property is already designated IDA. Additionally, the additional growth allocation is proposed, in part, for the purpose of installing a BAT sewage disposal system for the consolidated marinas. Finally, it is County's policy to designate all Marine zoned properties as IDA.

- h. All new IDAs shall be located:
 - a. within a planned, designated growth area that has been identified by the Comprehensive Plan; or

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

- b. within a previously developed commercial and/or industrial area with public water and sewer and other public infrastructure; or
- c. outside of a designated growth area, where the nature of the proposed IDA requires such a location and is also part of a project that will expand or intensify a lawfully existing intensive use that existed as of April 12, 1988.

FINDING: The Comprehensive Plan anticipates that all Marine zoned properties will be designated IDA.

- i. All new IDAs shall have a minimum area of at least 20 acres, unless:
 - a. the proposed area is contiguous to an existing Intense Development or Limited Development Area, which is at least 20 acres in size; or
 - b. the proposed area contains a grandfathered commercial, industrial, institutional, or marine use that existed as of April 12, 1988.

FINDING: The total area within the Critical Area is 39.299 acres. The existing acres with IDA designation are 13.621. The existing acres with RCA designation are 25.678. The proposal is to convert the entire area to IDA with a total of 39.299 acres designated IDA.

- j. The application for growth allocation shall comply with the requirements found in Natural Resources Article 8-1808.1(c) and COMAR 27.01.02.6-06-4.

FINDING: The application for growth allocation complies with the requirements as set forth below:

Md. Natural Resources Code § 8-1808.1(c)(1):

In paragraphs (3)(i) and (4)(i) of this subsection, "consistent with" or "consistency with" a jurisdiction's comprehensive plan means that a standard or factor will further, and not be contrary to, the following items in the plan:

- (i) Policies;*
- (ii) Timing of the implementation of the plan;*
- (iii) Timing of development;*
- (iv) Timing of rezoning;*
- (v) Development patterns;*
- (vi) Land uses; and*
- (vii) Densities or intensities.*

Finding: A refinement of Kent County's growth allocation to provide IDA status to a Marine zoned property is consistent with Kent County's Comprehensive Plan because it is the County's policy to provide IDA status to all Marine zoned properties in the County.

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

When the marina was built in 1987, approximately 4.7 acres were zoned Marine. In 2002, the owner petitioned to rezone 25.678 adjacent acres as Marine. That petition was approved by the County Commissioners in 2002, however, when the zoning maps were re-drawn, the approved new zoning boundary was not accurately reflected on the new map.

The Commissioners voted to correct the mistake by redrawing the zoning line by vote on July 25, 2023. In order for the parcel to be utilized for Marine purposes, it must also obtain growth allocation.

In 2003 the County made a blanket application for Growth Allocation to reclassify all of the Marine zoned parcels in the County to IDA. Because of the mistake in drawing the zoning map for The Wharf at Handy's Point, only a part of the approved Marine zone was changed to IDA at that time. A refinement is now necessary to include the remainder of the approved Marine zone as IDA.

Md. Natural Resources Code § 8-1808.1(c)(2):

When locating new intensely developed or limited development areas, local jurisdictions shall use the following standards:

- i. *Locate a new intensely developed area in a limited development area or adjacent to an existing intensely developed area;*

Finding: The new IDA will be adjacent to an existing IDA within the same parcel.

- ii. *Locate a new limited development area adjacent to an existing limited development area or an intensely developed area;*

Finding: N/A

- iii. *Locate a new limited development area or an intensely developed area in a manner that minimizes impacts to a habitat protection area as defined in COMAR 27.01.09, and in an area and manner that optimizes benefits to water quality;*

Finding: The IDA designation will benefit water quality and lessen impacts within the Critical Area Buffer. The IDA designation will allow for the installation of a septic system, with Best Available Technology and *reduce the environmental impact of existing activity* on the consolidated marina using modern, nitrogen reducing technology and move all septic fields much further from Worton Creek.

The IDA designation will also allow the marina to utilize upland portions of the property for boat storage, further away from Worton Creek and the Critical Area Buffer. There are no new proposed activities on the property. The IDA designation will merely allow the Marina to use the entire parcel instead of consolidating its Marine activities close to the water's shoreline.

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

- iv. *Locate a new intensely developed area or a limited development area in a resource conservation area at least 300 feet beyond the landward edge of tidal wetlands or tidal waters, unless the local jurisdiction proposes, and the Commission approves, alternative measures for enhancement of water quality and habitat that provide greater benefits to the resources;*

Finding: The IDA designation will be consistent with all other designations in Marine Zones in Kent County.

- v. *Locate new intensely developed areas and limited development areas in a manner that minimizes their impacts to the defined land uses of the resource conservation area;*

Finding: As stated herein, the new designation will minimize impacts on the parcel as a whole by allowing a septic system and boat storage to be located further away from Worton Creek.

- vi. *Except as provided in item (viii) of this paragraph, no more than one-half of the expansion allocated in the criteria of the Commission may be located in resource conservation areas;*

Finding: The designation is a refinement to correct an error during the 2003 Comprehensive Rezoning process. Kent County submitted a blanket application for growth allocation in Marine zoned properties and the area being proposed for growth allocation was mistakenly not included in that allocation.

- vii. *New intensely developed or limited development areas involving the use of growth allocation shall conform to all criteria of the Commission and shall be designated on the comprehensive zoning map submitted by the local jurisdiction as part of its application to the Commission for program approval or at a later date in compliance with Section 8-1809(g) of this subtitle; and*

Finding: The Commissioners designate, on the comprehensive zoning map, the area under review.

- viii. *In Calvert, Caroline, Cecil, Charles, Dorchester, Kent, Queen Anne's, St. Mary's, Somerset, Talbot, Wicomico, and Worcester counties, if the county is unable to utilize a portion of the growth allocated to the county in items (i) and (ii) of this paragraph within or adjacent to existing intensely developed or limited development areas as demonstrated in the local plan approved by the Commission, then that portion of the allocated expansion which cannot be so located may be located in the resource conservation area in addition to the expansion*

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

allocated in item (vi) of this paragraph. A developer shall be required to cluster any development in an area of expansion authorized under this paragraph.

Finding: N/A

Md. Natural Resources Code § 8-1808.1(c)(3):

A local jurisdiction may use a standard that varies from the standards required under paragraph (2)(i) and (ii) of this subsection if:

- a. The alternative standard is consistent with the jurisdiction's adopted comprehensive plan; and*
- ii. The Commission has approved the alternative standard as part of the local program.*

Finding: The designation is consistent with the Comprehensive Plan policies and timing of implementation.

Md. Natural Resources Code § 8-1808.1(c)(4):

In reviewing map amendments or refinements involving the use of growth allocation, the Commission shall consider the following factors:

(i) Consistency with the jurisdiction's adopted comprehensive plan and whether the growth allocation would implement the goals and objectives of the adopted plan;

Finding: The refinement is consistent with the Comprehensive Plan and will be consistent with all other Marine zoned properties in the County, which all have IDA designation.

(ii)

1. For a map amendment or refinement involving a new intensely developed area, whether the development is:

A. To be served by a public wastewater system;

Finding: The area will not be served by a public wastewater system. A significant reason for granting the growth allocation is so that the property owner can install a better, non-polluting system.

B. To have an allowed average density of at least 3.5 units per acre, as calculated under § 5-7B-03(h) of the State Finance and Procurement Article;

Finding: The parcel complies with density requirements.

C. For a new intensely developed area that is greater than 20 acres, to be located in a priority funding area, as described under §§ 5-7B-02(1) and 5-7B-03 of the State Finance and Procurement Article; and

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

Finding: N/A

D. To have a demonstrable economic benefit to the area; and

Finding: The Wharf at Handy's Point is a fully operational marina that provides economic benefit to Kent County including supporting existing businesses and promoting resource based tourism.

(iii) The use of existing public infrastructure, where practical;

(iv) Consistency with State and regional environmental protection policies concerning the protection of threatened and endangered species and species in need of conservation that may be located on- or off-site;

(v) Impacts on a priority preservation area, as defined under § 2-518 of the Agriculture Article;

(vi) Environmental impacts associated with wastewater and stormwater management practices and wastewater and stormwater discharges to tidal waters, tidal wetlands, and tributary streams; and

(vii) Environmental impacts associated with location in a coastal hazard area or an increased risk of severe flooding attributable to the proposed development.

Finding: The IDA designation will benefit water quality and lessen impacts within the Critical Area Buffer. The IDA designation will allow for the installation of a septic system, with Best Available Technology and *reduce the environmental impact of existing activity* on the consolidated marina using modern, nitrogen reducing technology.

The IDA designation will also allow the marina to utilize upland portions of the property for boat storage, further away from Worton Creek and out of the Critical Area Buffer. There are no new proposed activities on the property. The IDA designation will merely allow the Marina to use the entire parcel instead of consolidating its Marine activities close to the shoreline of Worton Creek.

Md. Natural Resources Code § 8-1808.1(c)(5)

The Commission shall ensure that the standards and factors in paragraphs (2), (3), and (4) of this subsection have been applied in a manner that is consistent with the purposes, policies, goals, and provisions of this subtitle, and all criteria of the Commission.

Finding: Granting Growth Allocation is consistent with Section 8-1808.1(c) (2)-(4) for locating new intensely developed areas. The growth allocation grant will refine the 2003 blanket application for Marine zoned properties in Kent County and is similarly consistent with the purposes, policies, goals, and provisions of this subtitle, and all criteria of the Commission.

COMAR 27.01.02.06 through .06-4

The applicable sections of COMAR 27.01.02.06 through 27.01.02.06-4 are cited below and the Applicant's Response appears beneath each criterion.

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

27.01.02.06

.06 Growth Allocation — Minimum Local Program Requirements

- A. A local jurisdiction shall calculate its growth allocation based on 5 percent of the total resource conservation area in its critical area at the time of original approval of the local jurisdiction's program by the Commission, excluding:
 - (1) Tidal wetlands; and*
 - (2) Land owned by the federal government.**
- B. A county shall coordinate future expansions of intensely developed areas and limited development areas in coordination with affected municipalities.*
- C. A local jurisdiction shall require an application for new intensely developed or limited development areas to be:
 - (1) In conformance with the requirements of this subtitle; and*
 - (2) Designated on the locally approved Critical Area map that is submitted by the local jurisdiction as part of its application to the Commission for growth allocation approval.**
- D. If a local jurisdiction has within its territorial limits an area that is subject to the Chesapeake Bay Critical Area program and an area that is subject to the Atlantic Coastal Bays Critical Area program, the growth allocation for that jurisdiction may be utilized within either critical area in accordance with Natural Resources Article, §8-1808.1(d), Annotated Code of Maryland.*
- E. As part of an approved growth allocation by the Commission, the local jurisdiction shall enforce:
 - (1) A buffer management plan;*
 - (2) A habitat protection plan; and*
 - (3) Other applicable conditions of approval as determined by the Commission at the time of project approval.**

Finding: Kent County has calculated its growth allocation and coordinated location of IDA's with affected municipalities. The communities of Chestertown, Worton, and Fairlee are within close proximity to the property and receive a direct economic benefit from the marina, just as these municipalities and other municipalities in the County do from the existing marinas that were granted the IDA status. This application is in conformance with the applicable regulations in this subtitle of COMAR, as well as applicable state and local criterion for approval. The County will transmit a critical area map reflecting the proposed growth allocation.

27.01.02.06-1

.06-1 Growth Allocation Submittal Requirements.

- A. The Commission may not accept for processing a growth*

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

allocation request unless all of the [requirements listed in COMAR 27.01.02.06-1] are provided at the time of submittal:

- (1) All information and documentation relevant to the local jurisdiction's determination that the project meets the standards listed under
Natural Resources Article, §8-1808.1(c)(2), Annotated Code of Maryland, and Regulation .06-3 of this chapter;*
- (2) All information and documentation that addresses the factors to be considered by the Commission under Natural Resources Article, §8-1808.1(c)(4), Annotated Code of Maryland, and Regulation .06-3 of this chapter;*
- (3) A conceptual site development plan;*
- (4) An environmental features map;*
- (5) In accordance with Regulation .06-2 of this chapter, an environmental report that demonstrates that the project has been designed and will be constructed in compliance with all requirements of the proposed Critical Area land classification;*
- (6) For the following resources, as appropriate for the project site and each government agency, a preliminary review and comment from the Department of the Environment, Department of Natural Resources, Maryland Historical Trust, and U.S. Army Corps of Engineers regarding:
 - (a) Threatened and endangered species, and species in need of conservation;*
 - (b) Forest interior dwelling birds and colonial nesting water birds;*
 - (c) Anadromous fish and their propagation waters and other aquatic species located on-site;*
 - (d) Plant and wildlife habitat and waterfowl staging and concentration areas;*
 - (e) Submerged aquatic vegetation;*
 - (f) Riparian forests and tidal and nontidal wetlands; and*
 - (g) Natural heritage areas and other historical and cultural resources;**
- (7) A map that shows the land area where the local jurisdiction proposes a change to a Critical Area land classification; and*
- (8) Verification that the amount of proposed growth allocation indicated on the map submitted under §A(7) of this regulation is accurate and equal to the amount of growth allocation to be deducted from the local jurisdiction's existing total allotment of growth allocation.*

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- B. The conceptual site development plan and environmental features map required under §A(3) and (4) of this regulation shall each include:*
- (1) The name of the project and its street address;*
 - (2) Tax map information that includes, as applicable, the:*
 - (a) Tax map number;*
 - (b) Block number;*
 - (c) Parcel number; and*
 - (d) Lot number;*
 - (3) A site plan with a scale provided at 1"=10', 1"=20', 1"=30', 1"=40', 1"=50', 1"= 60', or 1"=100';*
 - (4) Orientation;*
 - (5) A vicinity map with the project site clearly identified;*
 - (6) Existing parcel and tract boundaries or lot lines;*
 - (7) The project boundary;*
 - (8) The limits of disturbance;*
 - (9) A proposed development envelope;*
 - (10) All Critical Area boundaries, including existing and proposed land classifications and the land classification of all lots or parcels adjacent to the project site;*
 - (11) The boundaries of the 100-year floodplain;*
 - (12) The field-run topography;*
 - (13) Vegetative cover information by acre or square footage, including:*
 - (a) Field determination of existing forest and developed woodland cover;*
 - (b) Location of proposed forest and developed woodland clearing; and*
 - (c) As applicable, location of proposed afforestation and reforestation areas;*
 - (14) Soil features of the project and where each soil type is located;*
 - (15) Field determination of each intermittent stream and each perennial stream;*
 - (16) A delineation of the 100-foot buffer as measured from the mean high water line of tidal waters or the landward boundary of a tidal wetland or a tributary stream;*
 - (17) As applicable and in accordance with the requirements of COMAR 27.01.09.01E or the local program, a delineation of an expanded buffer that is necessary because of a contiguous slope of 15 percent or greater or the presence of a hydric soil, highly erodible soil, or a nontidal wetland;*
 - (18) When converting from a resource conservation area to a limited development area or an intensely developed area, the location and extent of the 300-foot setback;*

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- (19) *Unless the Commission determines an otherwise acceptable period of time, a field-delineated location and description of the extent of a nontidal wetland that is less than 2 years old, including the 25-foot buffer from that nontidal wetland;*
- (20) *Unless the Commission determines an otherwise acceptable period of time, a field-delineated location and description of the extent of a tidal wetland that is less than 2 years old, including the delineation of State and private tidal wetland boundaries;*
- (21) *Identification and location of all wildlife habitat and plant habitat, including a nesting site of colonial nesting water birds, a waterfowl staging and concentration area, a riparian habitat, a habitat of forest interior dwelling birds, a locally significant habitat, and a natural heritage area;*
- (22) *Identification and location of habitat of threatened and endangered species, and species in need of conservation;*
- (23) *Identification and location of anadromous fish propagation waters;*
- (24) *Location of existing and proposed area of lot coverage, including identification of a building, road, parking lot, and any other area that contributes to lot coverage;*
- (25) *Location of any other proposed development feature, including an outlot, storm drain and outfall, utility connection, septic system, stormwater management system, shore erosion control measure, and pier;*
- (26) *Location of a path or walkway, including those exempt from lot coverage requirements;*
- (27) *Location of an existing or proposed mitigation area that is required because of an impact on forest, developed woodland, wetland, buffer, or other habitat protection area; and*
- (28) *If applicable:*
 - (a) *The identification and location of agricultural land, a surface mining site, natural park, dredging activity, and dredge material disposal area; and*
 - (b) *The boundary and area of an existing easement, the identity of the easement holder, and any restriction on development as a result of the easement.*

Finding: The Applicant has satisfied the submittal requirements cited above with information provided in the Application and the Applicant's site plan.

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

27.01.02.06-2
.06-2 Environmental Report.

Finding: These findings contain the information outlined under COMAR 27.01.02.06-2, entitled "Environmental Report." In accordance with Regulation .06-2, these findings demonstrate that the marina is and will be designed and will be constructed in compliance with all requirements of the proposed Critical Area land classification.

A. The environmental report required under Regulation .06-1.A(5) of this Chapter shall include:

1. A project description

Finding: The Wharf at Handy's Point has a need to modernize the septic system of the marina with a state of the art, non-polluting septic system. It also has a need to transfer off-season boat storage further away from Worton Creek. Both goals will benefit the Chesapeake Bay and its tributaries but neither can be accomplished without growth allocation. The Applicant's site plan depicts the placement of the Best Available Technology septic system and proposed boat storage area.

The application requests Growth Allocation for the Resource Conservation Area (RCA) to Intensely Developed Area (IDA).

The Wharf at Handy's Point is not proposing to intensify its operations. No new slips will be created and there are no plans to increase human activity of the site. Septic disposal for both marina properties will be consolidated.

Currently, sewage is pumped through two systems. Both systems are in dire need of repair with one of the systems being a failing system. Without the ability to install a modern, state of the art, septic system, the systems will likely be a cause of pollution into the Chesapeake Bay.

The marina does not seek to add additional boat storage. It seeks to move boat storage away from the Critical Area Buffer to an upland portion of the marina property. This will no doubt be a benefit to the Critical Area.

2. The subdivision and development history:

- a. Between December 1, 1985 and the date of growth allocation application in the Chesapeake Bay Critical Area; and***
- b. Between June 1, 2002 and the date of growth allocation application in the Atlantic Coastal Bays Critical Area;***

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Finding: No subdivisions have occurred on this property since December 1, 1985.

3. A brief narrative that describes:

- a. The type of project;**
- b. The proposed change of Critical Area land classification;**

Finding: The Applicant provided a narrative that meets this requirement.

- a. How the growth allocation would support the jurisdiction's overall planning goals, including reference to the relevant sections of the local jurisdiction's adopted comprehensive plan, water and sewer plan, and adopted zoning ordinance;**

Finding: Kent County has granted IDA designation to all Marine zoned properties in the County. Adding IDA designation to this property, which the Commissioners voted to zone Marine in its entirety, is consistent with the County's goals and Comprehensive Plan. Water and sewer on the property are not supplied by the County.

4. Total acreage in the Critical Area and total acreage for which Critical Area designation is proposed to be changed;

Finding: The total area within the Critical Area is 39.299 acres. The existing acres with IDA designation are 13.621. The existing acres with RCA designation are 25.678. The proposal is to convert the entire area to IDA with a total of 39.299 acres designated IDA.

5. Total forest, developed woodland, and vegetated area proposed to be cleared;

Finding: There are no forest, woodland, or vegetative areas that are proposed to be cleared within the Critical Area.

6. Method and description of proposed stormwater management, including all qualitative and quantitative management measures;

Finding: To the extent stormwater management mitigation is required for the movement of boat storage away from Worton Creek, it will be addressed through site plan review.

7. In the intensely developed area, the preliminary plan for compliance with the 10 percent pollutant reduction rule, including all worksheets and all supporting documentation;

Finding: To the extent stormwater management mitigation is required for the movement of boat storage away from Worton Creek, it will be addressed through site plan review and will comply

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

with the 10 percent reduction rule. The activities that are proposed move development away from the Critical Area Buffer, which will significantly reduce runoff pollution into Worton Creek.

8. *Measures proposed for soil erosion and sediment control, including implementation strategy;*

Finding: To the extent soil erosion and sediment control are required, it will be addressed through site plan review. The activities that are proposed move development away from the Critical Area Buffer, which will significantly reduce runoff pollution into Worton Creek.

9. *In the limited development area and resource conservation area, existing and proposed lot coverage information, calculated by square feet of coverage for each lot and total area of lot coverage within the limited development area and the total area of lot coverage within the resource conservation area.*

Finding: Applicant's site plan sufficiently addresses this requirement.

10. *Mitigation required for clearing of forest area, developed woodland, or vegetation in accordance with the requirements of COMAR 27.01.05 or the local program;*

Finding: No clearing of forest area, developed woodland or vegetation within the 100-ft buffer is proposed.

11. *If applicable, the proposed afforestation area:*
a. *In the Chesapeake Bay Critical Area, in the limited development area and the resource conservation area; and*
b. *In the Atlantic Coastal Bays Critical Area, in all land classifications;*

Finding: Not Applicable (N/A)

12. *Identification of the local zoning district and that district's defining characteristics;*

Response: The area proposed for IDA designation was currently rezoned Marine by the Kent County Commissioners. The purpose of the Marine zone is to "to provide for full service marinas, including out-of-water boat storage, repair, and other services normally associated with marinas. Marine industrial uses, including boat building, are permitted in appropriate locations subject to applicable sanitation and pollution laws and

SUGGESTION SUBMITTED BY THE APPLICANT FOR CONSIDERATION

ordinances.. See Land Use Ordinance, Article V, Section 13. The Marine use is consistent and complementary to the existing marina use of the property, and promotes the responsible use and enjoyment of the Chesapeake Bay.

13. A buffer management plan, consistent with Section B of this regulation if:

- a. It is a condition of development that the buffer be established on the development site;***
- b. A proposed development activity impacts the buffer;***
- c. The removal of trees or vegetation in the buffer, including invasive species, is proposed;***

Finding: N/A

14. If the proposed development will impact an identified habitat protection area, a habitat protection plan that is consistent with Section C of this regulation

Finding: N/A

B. If §A(13) of this regulation is applicable, the local jurisdiction shall require the developer to prepare a buffer management plan in accordance with COMAR 27.01.09.01-3.

Finding: N/A

27.01.02.06-3

.06-3 Requirements for New Intensely Developed Areas and Limited Development Areas.

Finding: The above cited criteria from COMAR is addressed above at the finding addressing the criteria of Article8-1808.1(c).

27.01.02.06-4

.06-4 Deduction of Growth Allocation Acreage.

Finding: N/A



Planning Commission
Department of Planning, Housing, and Zoning

November 2, 2023

The Honorable Ronald H. Fithian, President
Kent County Board of County Commissioners
400 High Street
Chestertown MD 21620

RE: Growth Allocation application for The Wharf at Handy's Point

Dear President Fithian:

At its meeting on November 2, 2023, the Planning Commission reviewed an application by the Wharf at Handy's Point to request Growth Allocation to be designated as an Intense Development Area (IDA) for 26 areas of land area currently designated as Resource Conservation Area (RCA), requiring a double Growth Allocation of 56 acres. The Planning Commission also reviewed suggested findings submitted by the applicant for the County's consideration.

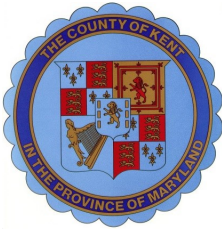
Following its discussion, the Planning Commission voted 6-0 to provide a favorable recommendation to the County Commissioners to grant a maximum of 52 acres of Growth Allocation to the Wharf at Handy's Point, based on its determination that the application is supported by specific objectives in the Comprehensive Plan, that a new septic system will support increased water quality by utilizing BAT (Best Available Technology), that additional mitigation is not needed, that the State has verified there are no federally or State listed plant or animals species, that the application is for an extension of an existing IDA and also related to the existing marina uses, that the suggested findings have been reviewed by the Planning Commission, that it is understood out-of-boat storage is planned and will be proposed on a site plan to be submitted in the future, and that the application is compliant with State Laws, COMAR, and Kent County's adopted Land Use Ordinance, which is outlined in the application and staff report.

Sincerely,

Kent County Planning Commission

Joe Hickman, Chairman

c: Shelley L. Heller, County Administrator



Bryan DiGregory, State's Attorney, States Attorney Office
11/28/2023
County Commissioners Meeting

Item Summary:

Byrne-Justice Assistance Grant No. BJAG-2022-0024

ATTACHMENTS:

Description

11.28.23 GOCCP Grant Award and Acceptance Form, BJAG-2022-0024, State's Attorney Technology Project



GOVERNOR'S COORDINATING OFFICES

Community Initiatives • Service & Volunteerism • Performance Improvement
Crime Prevention, Youth, & Victim Services • Small, Minority, & Women Business Affairs
Banneker-Douglass Museum • Volunteer Maryland • Deaf & Hard of Hearing

October 19, 2023

The Honorable Ronald H. Fithian
President
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620

RE: BJAG-2022-0024

Dear President Fithian:

I am pleased to inform you that your grant application submitted by **Kent County Board of County Commissioners**, entitled "**Kent County Office of State's Attorney Technology Project**," in the amount of \$57,500.00 has received approval under the Byrne - Justice Assistance Grant (JAG) Program program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Kent County Office of the State's Attorney Technology Project will provide the State's Attorney's Office with a case management system (CMS) that will be transformational in providing efficiency and accuracy in documentation, records management, data collection/storage, and victim notifications. The CMS will deliver seamless interaction with the Maryland Electronic Courts case management system, simplifying document filing and saving time, paper, and money. The CMS will also provide prosecutors with quick and remote access to case information, allowing them to be more informed, efficient, and effective. Program funds will provide equipment and the first year of equipment support services.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

If you have any questions or need any clarification regarding this grant award, please contact **Quentin Jones**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to be 'GR' or similar initials, written in a cursive style.

Gary Richardson
Director, Grants Administration

cc: The Honorable Bryan DiGregory



10/19/2023

Governor's Office of Crime Control and Prevention



Control Number:

47000

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number: BJAG-2022-0024

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Office of State's Attorney Technology Project

Implementing Agency: Kent County State's Attorney's Office

Award Period: 10/01/2023 - 09/30/2024

CFDA: 16.738
Federal Grant #:

Funding Summary	Grant Funds	100.0 %	\$57,500.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$57,500.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

Byrne - Justice Assistance Grant (JAG) Program

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Director, Grants Administration

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Ronald H. Fithian, President

Typed Name And Title

November 28, 2023

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

15PBJA22GG00644MUMU



Grant Award - General Conditions

Grant Award Number:	BJAG-2022-0024	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2023 - 09/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Office of State's Attorney Technology Project		

1 Award Period of Performance

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

2 Statutes and Requirements of State and Federal Funds

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

3 General and Special Conditions (POST AWARD INSTRUCTIONS)

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

4 Sub-award Acceptance Document

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

5 Notification of Project Commencement Form

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	BJAG-2022-0024	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2023 - 09/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Office of State's Attorney Technology Project		

6 Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. *See General Conditions below related to the Authorized Official.

7 Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

8 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: dcivilrightscompliance_goccp@maryland.gov In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: dcivilrightscompliance_goccp@maryland.gov.

9 Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.



Grant Award - General Conditions

Grant Award Number:	BJAG-2022-0024	Sub-Recipient:	Kent County Board of County Commissioners
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10 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

11 Consultant Rates

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

12 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

13 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

14 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

15 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



Grant Award - General Conditions

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16 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

17 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.



Grant Award - General Conditions

Grant Award Number:	BJAG-2022-0024	Sub-Recipient:	Kent County Board of County Commissioners
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18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit an GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.



Grant Award - General Conditions

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19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

20 Issuance of Statements, Press Releases, or Other Documents - GOCPYVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at support@goccp.freshdesk.com.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	BJAG-2022-0024	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2023 - 09/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Office of State's Attorney Technology Project		

23 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

24 Use of GOCPYVS forms

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.



Grant Award - General Conditions

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25 Online Submission of Quarterly Report Forms inline with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/15
10/01 - 12/31: reports due 01/15
01/01 - 03/31: reports due 04/15
04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30: reports due 10/30
10/01 - 12/31: reports due 01/30
01/01 - 03/31: reports due 04/30
04/01 - 06/30: reports due 07/30

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 30th of the following month. For the quarter/month ending on 6/30, GOCPVYS respectfully requests subrecipients to submit their financial reports as soon as possible after 6/30 in an effort to ensure final payments for the fiscal year are processed promptly and efficiently for the state fiscal year end closeout.



Grant Award - General Conditions

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26 Submission of Revised Financial Report

The Financial Reports must be submitted no later than 30 calendar days from the end of the reporting period. If the initial 30 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 30 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 60 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 30 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

27 Failure to Submit Reports within allotted time frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

28 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

29 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

30 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.



Grant Award - General Conditions

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31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights :<https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



GOCCP Regional Monitor:

Jones, Quentin

GOCCP Fiscal Specialist:

Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

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36 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

37 OJP Financial Guide

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:
http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf

38 Food and Conference Costs

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

39 Applicable Statutorily-imposed Nondiscrimination Requirements

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

40 DUNS and SAM.Gov Requirements

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

41 Computer Equipment/Program/Network Procurement

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Grant Award - General Conditions

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Project Title:	Kent County Office of State's Attorney Technology Project		

42 Hire within 45 days

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

43 No distracted Driving While Performing Program Duties

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

44 Services to those with Limited English Proficiency

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

45 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy -- <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

46 Office Name Change Effective 1.1.2020

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.



Grant Award - Special Conditions

Grant Award Number:	BJAG-2022-0024	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2023 - 09/30/2024	Implementing Agency:	Kent County State's Attorney's Office
Project Title:	Kent County Office of State's Attorney Technology Project		

RHF

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCOPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCOPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.Gov, previously the Central Contractor Registry (CCR).

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. Information about the registration procedure for SAM can be found at www.sam.gov. Note: previous CCR (Central Contract Registry) information was migrated to SAM.gov.

3 GOCOPYVS support must be noted in any press releases, brochures, materials or RFPS related to this sub-award.

"The Governor's Office of Crime Prevention Youth and Victim Services funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

4 The sub-recipient must submit within 30 days of acceptance of the grant award revisions to the project narrative which includes: the goals and objectives, program strategy, performance measures, timeline, spending plan, and/or budget details. All revisions should be emailed to the Regional Monitor listed on the Face Sheet of your award in the Grant Management System (GMS). Failure to submit the revised narrative and additional budget details will result in a financial hold on your award.

5 Reporting Potential Fraud

The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.

6 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCOPYVS reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

- 7 If the SAM.gov account expires anytime during the life of the grant, GOCYVS reserves the right to stop all activity / payments on the grant until the account is made current.
- 8 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact GOCYVS for guidance, and may not proceed without the express prior written approval of GOCYVS.

- 9 The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact GOCYVS promptly for clarification.

- 10 The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an GOCYVS Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 11 Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.
- 12 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

- 13 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 14 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 15 The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the GOCYVS for guidance.

- 16 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

- 17 Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

- 18 References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.
- 19 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20 Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVERifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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21 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22 Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

23 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 24** Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
- 25** Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 26** The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.
- 27** The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 28** Avoidance of duplication of networks To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- 29** Compliance with 28 C.F.R. Part 23 With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.
- 30** Protection of human research subjects The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 31** Confidentiality of data The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
- 32** Law enforcement task forces - required training Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
- 33** Required data on law enforcement agency training Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, deescalation of conflict, and constructive engagement with the public
- 34** Submission of eligible records relevant to the National Instant Background Check System Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records". In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



Regional Monitor:
Fiscal Specialist:

Jones, Quentin
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number: BJAG-2022-0024
Sub-recipient: Kent County Board of County Commissioners
Project Title: Kent County Office of State's Attorney Technology Project
Implementing Agency: Kent County State's Attorney's Office
Award Period: **10/01/2023 - 09/30/2024**

CFDA: 16.738
Federal Grant #:

Funding Summary	Grant Funds	100.0 %	\$57,500.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$57,500.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Case Management System w/ 1-Year Support	Grant Funds	1	\$57,500.00	\$57,500.00

Other Total: \$57,500.00

Approved:

Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 10/18/2023



Governor's Office of Crime Control and Prevention

Programmatic Reporting



Control Number:

47000

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

Grant Award Number: BJAG-2022-0024

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Office of State's Attorney Technology Project

Implementing Agency: Kent County State's Attorney's Office

Award Period: 10/01/2023 - 09/30/2024

CFDA: 16.738

Federal Grant #:

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (2)

1	Was there any grant activity during this reporting period? Enter "1" for Yes and "2" for No.	
3	Enter the calendar day (1-31) the Bureau of Justice Assistance (BJA) Performance Measurement Tool (PMT) was completed. Note: The reporting must be completed within 15 days after the end of the quarter directly in the BJA PMT system at https://bjapmt.ojp.gov/ .	

Progress Report Questions (8)

1	Every quarterly report should provide a brief narrative assessment of the project's effectiveness thus far. The brief narrative should include qualitative and quantitative evidence, as available, and highlight factors that the author considers to have facilitated or impaired the project's effectiveness.
3	Describe any barriers/challenges to implementing or completing any of the objectives. Include any corrective actions taken or planned to overcome the noted barriers (include timeline if applicable). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance, if needed.
4	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.
5	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
6	Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention, Youth, and Victim Services.
7	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
8	If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.

9

Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.

Signed: _____



Date: _____

11/20/23

Project Director - DiGregory, Bryan

(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____

Bryan DiGregory

Phone: _____

410-778-7450



**Dr. Karen Couch, Superintendent, and Joseph Wheeler, Supervisor of
Operations and Transportation, Kent County Public Schools**

11/28/2023

County Commissioners Meeting

Item Summary:

Enterprise Fleet Management

ATTACHMENTS:

Description

11.28.23 Enterprise Fleet Management Open-End Lease Rate Quote 7609035, 2023 GMC Savana 2500
KCPS

11.28.23 Enterprise Fleet Management Open-End Lease Rate Quote 7609042, 2023 GMC Savana 2500
KCPS

Prepared For: Kent County
Moulds, Michael S

Date 11/14/2023
AE/AM J4G/BK2

Unit #

Year 2023 **Make** GMC **Model** Savana 2500

Series Work Van Rear-Wheel Drive Cargo Van

Vehicle Order Type In-Stock **Term** 60 **State** MD **Customer#** 581825

\$ 44,071.50	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>5.5000%</u> State <u>MD</u>
\$ 280.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 250.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Kent County TBD
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Medium Pewter w/Custom Cloth Seat Trim
Lic. Plate Type	Government
GVWR	0

\$ 44,321.50	Total Capitalized Amount (Delivered Price)
\$ 598.34	Depreciation Reserve @ <u>1.3500%</u>
\$ 253.27	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 851.61	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

Comp/Coll Deductible	<u>0 / 0</u>
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\$ 59.97	Full Maintenance Program ³ Contract Miles <u>55,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge	<u>\$ 0.0500</u> Per Mile
--------------------	---------------------------

# Tires <u>0</u>	Loaner Vehicle Not Included
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\$ 59.97	Additional Services SubTotal
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\$ 0.00	Use Tax <u>0.0000%</u> State .
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\$ 911.58	Total Monthly Rental Including Additional Services
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\$ 8,421.10	Reduced Book Value at <u>60</u> Months
-------------	--

\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 11,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Kent County

BY Konnie Johnson **TITLE** President

DATE November 28, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lettering	C	\$ 150.00
Shelving - Ranger Shelving Package	C	\$ 3,950.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 4,100.00
Aftermarket Equipment Total		\$ 4,100.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 190.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 250.00
Other Charges Total		\$ 250.00

VEHICLE INFORMATION:

2023 GMC Savana 2500 Work Van Rear-Wheel Drive Cargo Van - US

Series ID: TG23405

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,585.4	\$38,100.00
Total Options	\$994.63	\$1,093.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$38,375.03	\$40,988.00

SELECTED COLOR:

Exterior:

GAZ-(0 P) Summit White

Interior:

93G-(0 I) Medium Pewter w/Custom Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
8E1	SEO: 3-Gallons Additional Fuel	\$16.38	\$18.00
93G_02	(0 I) Medium Pewter w/Custom Cloth Seat Trim	NC	NC
A12	Fixed Rear Door Window Glass	Included	Included
AS5	Reclining Front Bucket Seats w/Inboard Armrests	\$63.70	\$70.00
ATG	Remote Keyless Entry	\$159.25	\$175.00
BA3	Engine Cover Console w/Swing-Out Storage Bin	Included	Included
C6P	GVWR: 8,600 lbs (3,901 kgs)	STD	STD
GAZ_01	(0 P) Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
K34	Cruise Control	Included	Included
LV1	Engine: 4.3L V6 DI VVT	STD	STD
M5U	Transmission: Electronic 8-Speed Automatic w/OD	STD	STD
QB5	Wheels: 16" x 6.5" Steel (4)	STD	STD
TILT	Tilt-Wheel	Included	Included
U0F	Radio: AM/FM Stereo w/MP3 Player	STD	STD
UTJ	Theft Alarm Notification	Included	Included
V22	Chrome Grille	Included	Included
V37	Front & Rear Chrome Bumpers w/Step-Pad	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XLP	Tires: Front LT245/75R16E AS BW	STD	STD
YA2	Sliding Passenger-Side Door	\$177.45	\$195.00
YLP	Tires: Rear LT245/75R16E AS BW	STD	STD
ZQ3	Driver Convenience Package	\$359.45	\$395.00
ZR7	Chrome Appearance Package	\$323.05	\$355.00
ZW2	Rear Door Glass	\$54.60	\$60.00
ZX2	Driver & Front Passenger High-Back Bucket Seats	STD	STD
ZX9	Spare Tire Delete	\$-159.25	\$-175.00
ZY1	Solid Paint	STD	STD
~~G	Custom Cloth Seat Trim	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Grille: chrome grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar and GMC connected services capable emergency communication system
Front Cupholder: front cupholder
Other Console: other console with storage
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Audio Theft Deterrent: TheftLock audio theft deterrent
Speakers: 2 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Wipers: variable intermittent wipers
Front Windshield Visor Strip: front windshield visor strip
Tinted Windows: light-tinted windows
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera

Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: cloth front seat upholstery
Headliner Material: front cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 276-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: Kent County
Moulds, Michael S

Date 11/14/2023
AE/AM J4G/BK2

Unit #

Year 2023 **Make** GMC **Model** Savana 2500

Series Work Van Rear-Wheel Drive Cargo Van

Vehicle Order Type In-Stock **Term** 60 **State** MD **Customer#** 581825

\$ 44,088.00	Capitalized Price of Vehicle ¹
\$ 0.00	* License and Certain Other Charges <u>5.5000%</u> State MD
\$ 280.00	* Initial License Fee
\$ 0.00	Registration Fee
\$ 250.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 44,338.00	Total Capitalized Amount (Delivered Price)
\$ 598.56	Depreciation Reserve @ <u>1.3500%</u>
\$ 253.36	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 851.92 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 59.97 Full Maintenance Program ³ Contract Miles 55,000

Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 59.97 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000%

State

\$ 911.89 Total Monthly Rental Including Additional Services

\$ 8,424.40 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Kent County TBD
Exterior Color	(0 P) Summit White
Interior Color	(0 I) Medium Pewter w/Custom Cloth Seat Trim
Lic. Plate Type	Government
GVWR	0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0500 Per Mile

Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 11,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Kent County

BY Ronnie Zithian **TITLE** President

DATE November 28, 2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Shelving - Ranger Shelving Package	C	\$ 3,950.00
Lettering	C	\$ 150.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 4,100.00
Aftermarket Equipment Total		\$ 4,100.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	C	\$ 190.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 250.00
Other Charges Total		\$ 250.00

VEHICLE INFORMATION:

2023 GMC Savana 2500 Work Van Rear-Wheel Drive Cargo Van - US

Series ID: TG23405

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$35,585.4	\$38,100.00
Total Options	\$994.63	\$1,093.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$38,375.03	\$40,988.00

SELECTED COLOR:

Exterior: GAZ-(0 P) Summit White
Interior: 93G-(0 I) Medium Pewter w/Custom Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
8E1	SEO: 3-Gallons Additional Fuel	\$16.38	\$18.00
93G_02	(0 I) Medium Pewter w/Custom Cloth Seat Trim	NC	NC
A12	Fixed Rear Door Window Glass	Included	Included
AS5	Reclining Front Bucket Seats w/Inboard Armrests	\$63.70	\$70.00
ATG	Remote Keyless Entry	\$159.25	\$175.00
BA3	Engine Cover Console w/Swing-Out Storage Bin	Included	Included
C6P	GVWR: 8,600 lbs (3,901 kgs)	STD	STD
GAZ_01	(0 P) Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
K34	Cruise Control	Included	Included
LV1	Engine: 4.3L V6 DI VVT	STD	STD
M5U	Transmission: Electronic 8-Speed Automatic w/OD	STD	STD
QB5	Wheels: 16" x 6.5" Steel (4)	STD	STD
TILT	Tilt-Wheel	Included	Included
U0F	Radio: AM/FM Stereo w/MP3 Player	STD	STD
UTJ	Theft Alarm Notification	Included	Included
V22	Chrome Grille	Included	Included
V37	Front & Rear Chrome Bumpers w/Step-Pad	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XLP	Tires: Front LT245/75R16E AS BW	STD	STD
YA2	Sliding Passenger-Side Door	\$177.45	\$195.00
YLP	Tires: Rear LT245/75R16E AS BW	STD	STD
ZQ3	Driver Convenience Package	\$359.45	\$395.00
ZR7	Chrome Appearance Package	\$323.05	\$355.00
ZW2	Rear Door Glass	\$54.60	\$60.00
ZX2	Driver & Front Passenger High-Back Bucket Seats	STD	STD
ZX9	Spare Tire Delete	\$-159.25	\$-175.00
ZY1	Solid Paint	STD	STD
~~G	Custom Cloth Seat Trim	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Grille: chrome grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar and GMC connected services capable emergency communication system
Front Cupholder: front cupholder
Other Console: other console with storage
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets
AC Power Outlet: 1 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Audio Theft Deterrent: TheftLock audio theft deterrent
Speakers: 2 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Wipers: variable intermittent wipers
Front Windshield Visor Strip: front windshield visor strip
Tinted Windows: light-tinted windows
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera

Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: fixed front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Leather Upholstery: cloth front seat upholstery
Headliner Material: front cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 276-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



**Dwayne D. Joseph, Ph.D., Extension Agent -AgFS, University of
Maryland Extension Kent County and Sam Covington, Kent and Cecil
County Nutrient Management Advisor
11/28/2023
County Commissioners Meeting**

Item Summary:

Programming Update

ATTACHMENTS:

Description



**Rosemary Ramsey Granillo-Director Kent County Local Management
Board
11/28/2023
County Commissioners Meeting**

Item Summary:

FY 2024 Washington College Starr Center Teen Spaces Contract

ATTACHMENTS:

Description

11.28.23 Memorandum of Agreement FY2024 Safe Summer Community Partnership and Washington College Starr Center Teen Spaces \$46,330.00

**FY24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

**MEMORANDUM OF AGREEMENT
by and between
KENT COUNTY LOCAL MANAGEMENT BOARD
and
THE STARR CENTER FOR THE STUDY OF THE AMERICAN EXPERIENCE at
WASHINGTON COLLEGE**

28th

THIS MEMORANDUM OF AGREEMENT (MOA) dated the ~~17th~~ day of Nov., 2023 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 Washington College's Starr Center for the Study of the American Experience, hereafter referred to as "Vendor", located at 101 S. Water Street, Chestertown MD 21620.

WHEREAS, the parties desire to work together to operate and implement the Hip Hop Time Capsule Program, and to evaluate the outcomes funded and administered by KCLMB;

WHEREAS, KCLMB received funding to be utilized towards this program from the Governor's Office of Crime Prevention, Youth and Victim Services Safe Summer Award as well as funding from the Community Partnership Agreement.

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 – Budget Modification Form
- Exhibit E – Fixed Asset/Purchase Request Form
- Exhibit F – 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 agreed to support the Vendor's implementation of the Hip Hop Time Capsule, as the program aligns with KCLMB's FY24 Teen Spaces activities, 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

**FY24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

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 **forty six thousand, three hundred and thirty dollars (\$46,330.00)**. The Safe Summers award is for a total of \$32,230 dollars and the Community Partnership Agreement Award is for a total of \$14,100 dollars.

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, 2023 through June 30, 2024. The Safe Summer Award must be expended by September 30, 2023, while the Community Partnership Agreement extends until June 30, 2024 if and as needed. 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.

**FY24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

- 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 D) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget is expected to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification thirty days before the end of the contract. 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 years (5).

**FY24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

- (3) Service records in any form, generated or created 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.

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 final reporting (as detailed in Exhibit A) which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. The Vendor may request an advance of 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

**FY24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

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

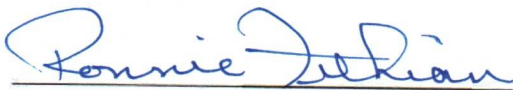
[SIGNATURES ON NEXT PAGE]

**FY24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

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



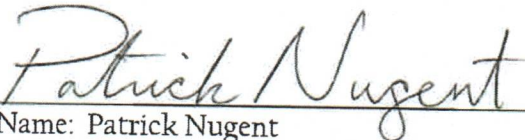
Name: Ronald H. Fithian

Title: President, Kent County Commissioners

November 28, 2023

Date

WASHINGTON COLLEGE



Name: Patrick Nugent

Title: Miller Director of Civic Engagement
Starr Center for the Study of the American Experience
Washington College

November 17, 2023

Date

52-0591691

FEIN/Employer ID

**FY24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

**FY 24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

EXHIBIT A: Program Summary

The vendor, The Starr Center for the Study of the American Experience at Washington College is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Hip Hop Time Capsule Program.

KCLMB requested proposals that would provide safe and healthy spaces for Kent County teens to gather, connect, and develop new skills. The Starr Center's proposal for Hip Hop Time was one of the selected proposals to provide and expand this sort of 'teen space' in FY 2024.

The Hip Hop Time Capsule is an intensive summer program for Kent County teenagers, planned and run by Washington College staff and faculty in close partnership with Minary's Dream Alliance, which hosts most of the summer activities at their riverfront facility. The program is designed to inspire, and amplify youth voices through the collaborative and musical celebration of this place, Kent County, and its rich African American history and culture.

Drawing on the digital archive created through Chesapeake Heartland: An African American Humanities Project, the Hip Hop Time Capsule brings together Kent County teenagers and Washington College students to research, explore, document, and interpret the history of African American life in Kent County.¹ The program is built on the idea that like Hip Hop artists over the past fifty years, Chesapeake Heartland's digital archive records and samples history, interpreting and passing on the past for future generations.

The Hip Hop Time Capsule summer intensive employs 16-20 high school students and 10-12 college student mentors as paid interns over four weeks.

Priority Lenses

Student Voice

- Mentoring students through creative process
- Student surveys and post-program interviews
- Adapting program components to respond to student feedback.

Racial and ethnic disparities and trauma-informed practices.

- Highly trained leadership
- RED and TIP concepts in intern trainings and educational activities.
- Hiring practices
- Expense structure
- Wholistic student support

¹ Chesapeake Heartland is a collaboration among Washington College, the Smithsonian's National Museum of African American History and Culture and a broad array of community partners. It centers the Chesapeake as the heartland of African American heritage, while building an innovative model of grassroots public history in Kent County, Md. In the past four years, Chesapeake Heartland has built an open source digital archive with over 4,000 digitized items focused on Kent County's rich African American history, including documents, photographs, home movies, and audio-cassettes. The project has garnered significant publicity, including featured stories in the *Washington Post*, *Baltimore Magazine*, *Chesapeake Quarterly*, and *Atlanta Black Star*.

**FY 24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

Research Based Models

- Collecting and learning from own program data
- National K-12 and college education models of Hip Hop based instruction

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, 2023, to June 30, 2024. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period. The Safe Summer award dollars must be spent by September 30th, 2023.

Reporting Requirements:

All narrative and data reports are due upon completion unless otherwise indicated. The report due date is no later than fifteen days after the end of the contract term. Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements have been received, unless otherwise indicated. Please send electronic copies of the signed reports to nwilson@kentgov.org

Exhibit B – Expenditure Report

- i. Summary of Monthly Expenditures (Exhibit B) signed, accompanied by a detailed general ledger report, electronic copies only.
 - 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 separately.
 - 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.
 2. Exhibit C-2, Data. Please see attached spreadsheet and directions detailing the information to be reported for C-1 and C-2 in the excel worksheet provided.

**FY 24 Safe Summer and Community Partnership Agreement
Washington College's Starr Center - Teen Spaces**

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. Further training and engagement with racial equity and racial justice models is highly encouraged.
2. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
3. Compliance with reporting requirements. KCLMB reserves the right to withhold reimbursement from the contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

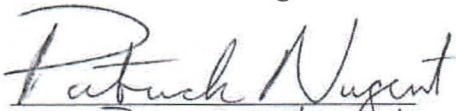
Other Documentation:

- Budget Modification Request Form (Exhibit D).
- Exhibit E 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: Patrick Nugent
Title: Miller Director of Civic Engagement
Washington College

11/17/23
Date

Budget: Safe Summers and CPA

Vendor: Washington College's Starr Center

Vendor #:

Kent County Local Management Board - Exhibit B

Expense	Initial	Actual Expenses												TOTAL	Balance
	Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year to Date	
Personnel: Salary Expenses	36,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,330.00
Fringe	0.00	\$0.00	\$0.00	\$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	0.00	\$0.00	\$0.00	\$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	\$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	\$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	\$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	\$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	\$0.00
Rent/Mortgage	4,000.00	\$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	\$4,000.00
Printing/Duplication	0.00	\$0.00	\$0.00	\$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/Maintenance	0.00	\$0.00	\$0.00	\$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 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	\$0.00
Travel Business Travel	\$0.00	\$0.00	\$0.00	\$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	\$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	\$0.00
Services: Consultant (other than Legal & Accounting/Aud	\$0.00	\$0.00	\$0.00	\$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	\$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	\$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	\$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	\$0.00
Program 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	\$0.00
Professional Dues/Publications/Subscriptions	\$0.00	\$0.00	\$0.00	\$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	\$6,000.00	\$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	\$6,000.00
Other ()	\$0.00	\$0.00	\$0.00	\$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 ()	\$0.00	\$0.00	\$0.00	\$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	\$46,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,330.00

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.

Performance Measure*	For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	Q1 Due 15 days after contract execution	Q2 or HY1 Due Jan 15 Total Unduplicated Count	Q4 or HEY 2 Due July 15 Total Unduplicated Count for the Year	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 participating youth					Half Year 1: Half Year 2:	
# of activities					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 DEN: # of associated staff (Staff paid by KCLMB working on Academy)				Half Year 1: Half Year 2:	Who are the associated staff, their roles, and what trainings have they done, and when.
#/% of youth retained in the program	# of participating youth attending all but three sessions (showed up most of the time) DEN: # of participating youth attending at least three sessions (showed up a few times)				Half Year 1: Half Year 2:	
Is Anyone Better Off?						
% of participating youth who feel their ideas/voice is being considered in the program DEN: # of participants surveyed	NUM: # of participating youth responding positively about the program's activities and structure via survey or interview DEN: # of participants surveyed or interviewed				Half Year 1: Half Year 2:	
% of participants reporting increased knowledge or skill development as a result of the program	NUM: # of students responding positively about their personal development and growth thanks to the program DEN: # of participants surveyed or interviewed				Half Year 1: Half Year 2:	

Partnerships: Describe partnerships that support program:

Skills: What kind of skills have been introduced or practices? How did the youth engage and respond?

Case Vignette: Highlight a success story about an individual student or dynamics among several students

Exhibit D Modification

LMB: Kent County Local Management Board

	Safe Summer Award			Budget Narrative
	Approved Budget	Change + or -	New Children's Cabinet Total	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.
Program: Hip Hop Time Capsule - Teen Spaces				
Personnel	0.00	0.00	0.00	
Salaries	0.00	0.00	0.00	
Fringe Costs	0.00	0.00	0.00	
Operating Expense	0.00	0.00	0.00	
Communications	0.00	0.00	0.00	
Postage	0.00	0.00	0.00	
Utilities	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	
Office Supplies	0.00	0.00	0.00	
Insurance	0.00	0.00	0.00	
Rent/Mortgage	0.00	0.00	0.00	
Printing/Duplication	0.00	0.00	0.00	
Information System Repair/Maintenance	0.00	0.00	0.00	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	
Travel	0.00	0.00	0.00	
Business Travel	0.00	0.00	0.00	
Conferences/Conventions	0.00	0.00	0.00	
Contractual Services	0.00	0.00	0.00	
Training	0.00	0.00	0.00	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	
Legal	0.00	0.00	0.00	
Accounting/Auditing	0.00	0.00	0.00	
Equipment	0.00	0.00	0.00	
Office Equipment	0.00	0.00	0.00	
Other	0.00	0.00	0.00	
Vehicle purchase and lease	0.00	0.00	0.00	
Program Supplies	0.00	0.00	0.00	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	
Food	0.00	0.00	0.00	
Other (Entrance Fees)	0.00	0.00	0.00	
Other (Indirect)	0.00	0.00	0.00	
TOTAL Budget	\$0	\$0.00	\$0.00	

Kent County Local Management Board Exhibit E

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.



**Jill Coleman, Director, Parks & Recreation; Dan Mattson, Deputy
Director, Department of Public Works**

11/28/2023

County Commissioners Meeting

Item Summary:

Program Open Space Local Grant

ATTACHMENTS:

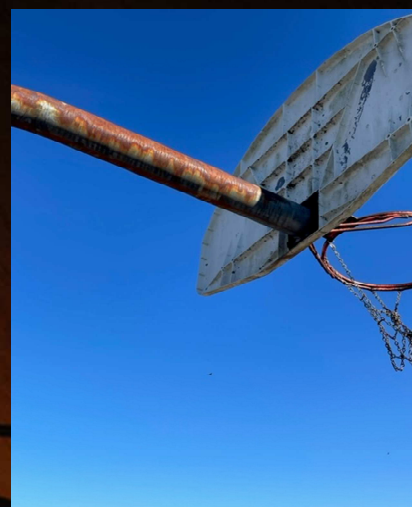
Description

POS funding for Basketball Courts at Worton Park

PRAB Minutes



Current Condition Of Worton Park Basketball Courts



Example of Worton Park Basketball Court





**COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
DEPARTMENT OF PARKS & RECREATION
ADVISORY BOARD MEETING**



Kent County Community Center * 11041 Worton Rd., Worton * MD 21678

May 15, 2023, at 6:00 PM

MINUTES

In Attendance: Greg Welch Jr., Chair; Rick Myers, Vice Chair; Jill Coleman, Member; Drew Davis, Student Member; Dan Mattson, Member; Trish McGee, Member; Joyce Moody, Member; Albert Nickerson, Member; and Sandy Adams, Clerk.

Absent: Mary Fisher, Melissa Landon, Faye Little, and Jane Welsh

MINUTES

The minutes from the February 13, 2023 meeting were approved by the Board electronically.

CALL TO ORDER

Ms. Coleman called the board meeting to order at 6:02 p.m.

The meeting began with board member introductions.

OLD BUSINESS

Nomination of Officers

- At the February meeting, Greg Welch nominated himself for Chair. Ms. Coleman asked for further nominations and there were none.
- At the February meeting, Joyce Moody was nominated for Vice Chair. Ms. Coleman said Ms. Moody, who was not present at the February meeting, was contacted and declined the nomination. Ms. Coleman asked for further nominations, and Mr. Nicholson nominated Rick Myers for Vice Chair.

Department Operations

- Ms. Coleman commented that the Department of Planning, Housing, and Zoning did a great job mapping the County's walking trails, amenities, and property lines for Betterton Beach, Edesville Park, Millington, Toal Park, Turners Creek, and Worton Park. She said a publication went out to the public.

Recreation (Ms. Coleman reported)

Current and Upcoming Programs (Spring/Summer Seasons):

- Tots of Fun Program: In partnership with the Judi Center and Kent Family Center.
- Kids Care Program: When KCPS has a virtual learning day, the kids can be dropped off at the Community Center to do their lessons and to be cared for.
- Beach Tennis Demo Day (this) Friday at Betterton Beach: It is a free event for anyone age 16 and over.
- The Youth Fishing Derby, in partnership with the Maryland Parks Service, will be held at the Cypress Branch State Park. The event is free of charge and will be held on Father's Day for kids 12 and under.
- Bus Trip to Atlantic City on July 15th
- Youth Swim Lessons

- Summer Camp (the program is currently full)
- Night Swim and Movie Night Swims
- Co-Ed Softball League

Parks

Program Open Space (POS) & Local Parks & Playground Infrastructure (LPPI) Grant Project Status

County Parks (Mr. Mattson reported)

Projects that are currently under contract or in progress and being funded by Program Open Space (POS):

- The bathroom flooring has been completed at Bayside Landing; slip proof flooring was used.
- The park/pavilion stairs have been replaced at Betterton Beach.
- A new swing set is being installed at Edesville Park. It will be delivered at the end of this month and construction will be completed the first week of June.
- A new playground will be installed at Worton Park. The project should be completed by the end of July. However, with Summer Camp still in progress, Mr. Mattson said he will consult with Ms. Coleman to determine if that timeline should be delayed by a few weeks.
- At Millington Pool, the tennis courts are being resurfaced, the parking lot is being repaved, and the basketball hoop is being relocated in the back of the parking lot. The project should be completed sometime early July.
- Roof repairs are underway on the pavilion at Betterton Beach and Worton Park. Both projects should be completed in late June.
- The Worton Park multipurpose (remote controlled) lights have been installed. The electric company is currently putting in a panel, and the lights are expected to be operational by the end of next week.
- At Orem Field, the existing lights are being replaced with LED lighting.
- An engineer has been hired to provide a detailed design for replacing the boardwalk at Betterton Beach. The new boardwalk will be a stamped concrete walkway which will be more durable and will last longer.

Program Open Space (POS) Overview (Ms. Coleman reported)

- POS is under the Department of Natural Resources (DNR) and was established in 1969.
- POS is a long-term commitment for conserving natural resources by providing outdoor recreational opportunities.
- The County must contribute 10% of the project costs for each project approved for POS funding.
- POS gets funded from a 0.5% property transfer tax that everyone pays into when purchasing property.
- Project requests that are funded through POS can be resubmitted for a replacement/upgrade every 20 years.
- Funding in the amount of \$228K is available for park development but can also be used to purchase land.
- Funding in the amount of \$293K is available to purchase land. Land funds cannot be used for park development.
- Unused funds for land purchases accumulate from year-to-year.
- Currently there are no land purchases being considered by the County.

Funding Ideas Identified in the Land Preservation, Parks and Recreation Plan (LPPRP) for FY24 (Ms. Coleman reported)

- Provide a comprehensive master plan for park development at Turners Creek
- Continue enhancements at Worton Park
- Offer public water locations
- Offer shoreline recreational opportunities
- Provide add-ons to the trail system at Turners Creek
- Provide a master plan and complete a skate and DMX park
- Dog park
- Preserve the historic buildings at Turners Creek

Ms. Coleman said the following ideas have been proposed and requests must be submitted to the State starting July 1st. She asked each member to vote by selecting one (or two) of the ideas from the list and to write them down on a piece of paper:

- An additional multipurpose field at Worton Park
- Dog park
- A skateboard and bike park
- Resurface Worton Park's basketball courts, provide fencing, and add lighting
- A comprehensive master plan and park development at Turners Creek
- Other ideas. All suggestions are welcomed.

After all votes were in and they were read aloud, the majority of the members voted in favor of the following:

- Resurface the basketball courts at Worton Park; and
- A comprehensive master plan and park development at Turners Creek.

Ms. Coleman commented that the next step is for the proposed projects to go before the County Commissioners.

NEW BUSINESS

Election of Officers

- Ms. Coleman asked for a motion to elect a Board Chair. The Board voted all in favor of electing Greg Welch as Chair for the Board; and
- Ms. Coleman asked for a motion to elect a Board Vice Chair. The Board voted all in favor of electing Rick Myers as Vice Chair for the Board.

Parks (Mr. Mattson reported)

Projects under review for future consideration:

- Baseball fencing and backstop replacements at Toal and Worton Parks
- New backstops, new sunshades, and sideline fencing (certain fields)
- New bathroom, bleacher, and dugout replacements at Orem Field

Ms. Coleman informed everyone that a grant application was submitted to the Maryland Department of Transportation (MDOT) for creating an ADA Trail at Turners Creek.

Recreation (Ms. Coleman reported)

- Parks and Recreation currently has 17 lifeguards to work this summer, and 30 are needed. In order to guard all water locations (3 Pools and Betterton Beach), it takes 14 lifeguards. Ms. Coleman said we are scheduled on the County Commissioners' agenda for next Tuesday to recommend not guarding Betterton Beach.

Committees

Ms. Coleman comprised the following four committees within the Board, and each member chose a committee to serve on:

- Program Development Committee – Drew, Jill
- Park Development Committee – Dan, Greg, Rick
- Finance Committee (Grants) – Jane, Sandy
- Publicity/Marketing Committee – Joyce, Trish

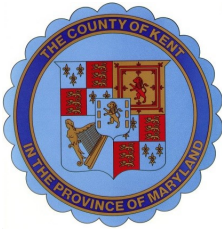
Ms. Coleman said each committee must elect a chair for providing an overview at the meetings, and the goal is for each committee to meet 15 minutes prior to the meeting for soliciting and discussing ideas.

Ms. Coleman informed the Board that she will put together key questions and discussion topics to help each team get started.

ADJOURNMENT

Ms. McGee made a motion to adjourn the meeting, and Mr. Myers seconded the motion; the motion passed with all in favor. The meeting was adjourned at 7:16 p.m.

NEXT MEETING: Monday, August 21, 2023
Committees meet at 5:45 PM
Meeting will be called to order at 6:00 PM



Jill Coleman, Director, Parks & Recreation
11/28/2023
County Commissioners Meeting

Item Summary:

Request To Increase Fees

ATTACHMENTS:

Description



Jamie Williams, Director, Economic and Tourism Development
11/28/2023
County Commissioners Meeting

Item Summary:

Departmental Update

ATTACHMENTS:

Description

FY24 FOA Open Energy Program



Maryland
Energy
Administration

Wes Moore, Governor
Aruna Miller, Lt. Governor
Paul G. Pinsky, Director

Funding Opportunity Announcement (FOA)

FY24 OPEN Energy Program

Description: The Maryland Energy Administration (MEA) occasionally receives proposals for energy projects and initiatives outside of the agency's suite of established technology and sector-specific energy programs offered in a given fiscal year. MEA acknowledges that these types of proposals can potentially help advance the State's energy goals, greenhouse gas reduction goals, and agency mission, in innovative ways while also being responsive to evolving energy and environmental issues, as well as engaging a broad range of stakeholders. MEA's OPEN Energy Program (OPEN Energy) allows the agency to consider these proposals that are outside of MEA's suite of established energy programs for potential funding. Applications under OPEN Energy should be efforts that have the potential to be replicated to benefit new sectors of the economy or demonstrate the deployment of new emerging technologies, and provide a public benefit beyond a single project or activity, in support of Maryland's energy and environmental goals. Projects that maximize greenhouse gas emissions reductions and bring direct benefits to low-to-moderate income, overburdened, or underserved communities are strongly preferred.

Application Deadline: There is no firm deadline by which an OPEN Energy proposal must be submitted to MEA. Applications will be accepted, screened for eligibility, and eligible proposals will be evaluated throughout the fiscal year, subject to funding availability. However, applicants are strongly encouraged to submit applications no later than **January 31, 2024**, for best chance of consideration. Proposals received after this date may be deferred to a following fiscal year at MEA's sole discretion, or the applicant may need resubmit in the subsequent fiscal year. Given the unique nature of applications received under the OPEN ENERGY program, MEA cannot firmly estimate the timeframe for thorough consideration, award, and negotiation of grant agreements.

Program Funding: A minimum of \$2,000,000 for energy efficiency related activities and \$1,500,000 for renewable energy, transportation, climate change mitigation, and resiliency projects is expected to be available. The actual amount to be awarded may vary, depending on the quantity and quality of applications received and MEA's available resources within the fiscal year.

Note: Some of the potential additional funding is geographically restricted by statute at the census tract level to low-to moderate-income communities located in a census tract with average median income at or below 80% of the median income for Maryland, or underserved or overburdened communities, as defined § 1-701 of the Environmental article.

Award Size: Typically awards will be up to \$250,000; however, larger awards are possible for exceptional proposals.

Proposals exceeding the typical maximum funding amount of \$250,000 will require exceptional and thorough justification; must have the potential for large scale energy and greenhouse gas reduction benefits, including clearly defined outcomes closely aligned with state statutory goals and agency mission; and must demonstrate a high probability of success. Larger requests will likely entail follow-ups for additional data as well as a thorough due diligence review by MEA.

Review of a proposal submitted in response to an OPEN Energy FOA is not a guarantee of funding.

Eligible Applicants: Businesses, nonprofit organizations, local governments, state government, instrumentalities of state or local governments, and higher educational institutions. The primary area of performance, including investment of any grant funds, must be within the State of Maryland.

Eligible Activities:

For FY24, MEA is open to receiving proposals that fit one or more of the following Areas of Interest. Applicants may propose activities beyond the scope of these Areas of Interest. While all proposals will be required to clearly demonstrate benefits related to the program's criteria, proposals beyond the AOIs below will need to provide exceptional justification.

Area of Interest 1 (AOI 1): Energy Efficiency, Renewable Energy, Resilience and Clean Transportation Solutions

AOI 1 projects are typically **capital projects** (i.e., those projects that entail the installation of equipment and technologies, as well as capital financing or technical assistance resources). The technology or resource solution must be ineligible for consideration under all existing MEA programs, and demonstrate a substantial amount of innovation and direct benefit potential to Marylanders and Maryland organizations. These projects must be demonstrably replicable and scalable.

Innovation may include the integration of technologies in a novel way where an individual technology (e.g, solar, geothermal, or electric vehicle charging) may be supported by another

program but where the technology is applied in a way that results in a significantly greater benefit than the technology individually. This does not include efforts to integrate technologies using financial, project or other methods that are already commonly applied or prevalent in the market.

Area of Interest 2 (AOI 2): Research Activities

AOI 2 projects entail innovative research activities for technologies and solutions that have an established precedent and high probability of success, and the activities for which funding is requested must help advance the technology or solution to market availability. In addition, data acquisition and analysis from the project directly contribute to the advancement of Maryland's established clean energy and greenhouse gas reductions goals. Projects should clearly demonstrate a near term pathway to commercialization.

Applications seeking funding for analysis and research should clearly demonstrate other sources of funding that will be available to support the activity. The amount of funding MEA offers will consider the availability and amount of cost sharing obtained from other sources.

While proposals from profit-seeking entities are not excluded from applying, these types of applications should show significant capital from other sources, or inclusion of the proposing entity's own financial resources.

Area of Interest 3 (AOI 3): Energy Workforce Development:

AOI 3 projects include workforce development and professional training programs that prepare Marylanders for local, well-paying energy sector jobs that further the State's clean energy transition to 100% renewable energy by 2035. A successful AOI 3 project will demonstrate that it is not replicating existing MEA or other state agency or federal efforts or programs, and must have equity as a foundational element. A proposal must clearly benefit Marylanders experiencing low to moderate incomes, those residing in underserved and overburdened communities, other circumstances that have led to historic disenfranchisement, or other barriers to participation.

Proposed activities must have clear deliverables, including the development of new programs, physical resources, students trained, etc. As part of the applicant's concept paper, any proposal for workforce development should include how the work can be scaled up or continued without ongoing public support. Proposed activities should not be eligible for programs such as the Maryland Department of Labor's EARN program, Maryland's Offshore Wind Energy Workforce Development Program or upcoming federal funded programs such as the U.S. Department of Energy's Residential Energy Efficiency Contractor Training.

Area of Interest 4 (AOI 4): Outreach, Engagement and Education

AOI 4 projects may include promoting practices in homes, businesses and communities that advance awareness and adoption of energy efficiency, renewable energy, zero emission transportation, energy equity efforts that address environmental justice, and energy affordability in concert with efforts that reduce greenhouse gas emissions. Efforts may include education and outreach that engages local community-based organizations, individual communities and leaders, developing innovative partnerships and collaborating with organizations that have resources of expertise to address energy issues.

Proposed activities must have clearly defined outcomes related to how the objectives will be achieved and demonstrate existing interest and or part performance, including targeted audience(s) with an overview as to why existing efforts currently do not serve these audiences. These efforts should not solely duplicate the typical contractual services that MEA uses to promote, educate or conduct outreach and marketing of MEA programs and policy. To be successful, each initiative should demonstrate the role of partners, and provide documentation of their commitment to participating in the effort.

Ineligible Activities: Proposals for a similar technology, service, application, or other initiative covered by one of MEA's other technology or sector programs are ineligible. A proposal that differs from an existing program only in the amount of incentive requested typically will be ineligible. Examples of ineligible activities include:

- Proposals seeking funding for business development activities.
- An application submitted because another applicable MEA program, or other state agency program, is no longer accepting applications in a given fiscal year or has not yet launched for the year will be ineligible.
- Projects that include fossil-fuel or other combustion or reaction-based technologies that produce greenhouse gas emissions are typically not eligible for funding. Specific examples include:
 - Efforts that expand the use of fossil fueled or natural gas technologies.
 - Expansion of infrastructure that results in an expansion of fossil fuel or natural gas delivery volume.
 - New installations of fossil fuel or natural gas fired technologies.
 - Projects that result in significant life extension of fossil fuel or natural gas fired systems, beyond basic health and safety repairs or efforts that enhance efficiency but do not extend the gas system or fossil fueled fired equipment life. Projects must be in concert with other energy efficiency improvements that reduce or eliminate fossil fuel use.

Note: Limited exceptions may be considered for fossil fuel or natural gas technologies where there is no other technically feasible technology or where a source can be demonstrated to be

zero emission. Any applications for projects involving fossil fuel or natural gas technologies should provide evidence of a technical analysis explaining why electrified or other zero emission alternatives cannot be implemented. This analysis should not be on the basis of operating or capital costs alone.

Applicants who have questions as to whether a potential proposal may be eligible should contact the program manager for initial guidance prior to submitting an application. Any guidance provided is not a guarantee of award or endorsement of a project proposal.

Evaluation Process: Applications for the Open Energy will initially be evaluated for eligibility by the Program Manager. Eligible applications will then be provided to a review committee of relevant MEA staff, or other qualified individuals, for evaluation using the Evaluation Criteria as described in this FOA. The evaluation committee will provide a recommendation as to whether the project merits or does not merit award based on a consensus decision, and award recommendations will be referred to the Division Director of Energy Programs. Where a consensus cannot be achieved, the committee will provide a summary of the merits and concerns of the proposal to the Division Director of Energy Programs for a final decision. A favorable evaluation by an MEA review committee is not a guarantee of award as additional vetting may be performed by agency leadership, and funding must be available to support the proposed activity. MEA may also elect to fund an application in a future year or request that an applicant reapply under a future year's funding terms, where applicable. Applications determined to be ineligible will not be reviewed further.

Prerequisite: All proposals must demonstrate how the project relates to state energy policy goals, MEA's mission, or environmental goals related to clean energy or energy use. Any applications that do not clearly and thoroughly demonstrate how the proposed effort relates to one or more of these goals, and MEA's mission, will not be considered.

Examples of energy and environmental goals include, but are not limited to:

- (1) Advancing compliance with the State's Renewable Portfolio Standard (RPS);
- (2) Achieving the greenhouse gas reduction targets established by the Climate Solutions Now Act of 2022 (Ch.38, 2022 Laws of Maryland); and,
- (3) Helping Maryland achieve the Governor's goal of 100% clean energy by 2035.

In addition, MEA's mission is **to promote clean, affordable, reliable energy and energy-related greenhouse gas emission reductions to benefit Marylanders in a just and equitable manner.**

Evaluation Criteria: To be successful, a proposal must demonstrate how it meets all applicable evaluation criteria from the table below. Successful proposals should address multiple criteria.

Evaluation Criterion	Description
Value Proposition	Proposal must thoroughly explain the project and clearly define the value proposition to MEA. Specifically, it should discuss how the project meets the State’s energy and greenhouse gas reduction goals; define and explain direct public benefits; clearly demonstrate that the project is not eligible for existing MEA programs or resources; and explain why its consideration under OPEN Energy fits the purpose of the program.
Greenhouse Gas Reductions	Proposals must clearly demonstrate how energy benefits accrue that will directly yield quantifiable and measurable greenhouse gas reductions; or how those energy benefits directly contribute to the development of projects and solutions that yield greenhouse gas reductions. These reductions must be substantial. Proposals should demonstrate the anticipated energy benefits and the project cost, including the total funding request from MEA. This information will be used to estimate the greenhouse gas reductions and cost per metric ton of greenhouse gas reduction. While there is no firm threshold, the benefits in greenhouse gas reductions from public funds should be substantial for each dollar of MEA funds provided.
Equitable Solutions	Proposals must clearly demonstrate, define, and quantify to the highest extent possible the benefits to low-to-moderate income, overburdened ¹ , and underserved communities. Proposals should clearly address the following, where applicable: reduce energy burden ² ; enhance the efficiency, sustainability, and resilience of low-to-moderate income, overburdened, or underserved communities; increase access to the direct benefits of clean energy, energy efficiency, and energy resilience technologies for low-to-moderate income, overburdened, or underserved communities; or help these communities mitigate the harmful impacts of climate change and environmental disparities, as well as historic environmental and social

¹ Defined in §1-701(a)(7) of the Maryland Environment article.

² *Energy burden is defined as the percentage of monthly household income that is spent on utilities and energy-related expenses.*

	inequities. Additional benefits that are well-defined and supported by vetted evidence may also be considered by MEA on a case-by-case basis.
Innovation and Uniqueness	Proposal must demonstrate, with sufficient detail and vetted evidence, that the project is innovative and unique from existing technologies and solutions, and that no existing MEA programs or anticipated programs that have been announced can consider it. It must also demonstrate that existing non-MEA programs are unable to support it, or that the funding that is requested of MEA would help to fill a funding gap that existing non-MEA programs and sources of affordable capital could satisfy.
Scalability, Replicability and Knowledge Transfer	Project has the ability to grow and expand its impact and shows a clear plan for incremental expansion. The proposal can be duplicated or transferred to similar contexts or different regions. Proposal shows efforts to train and build the capacity of local personnel and communities.
Effective Partnerships	Must demonstrate that the Applicant has consulted key partners as part of the proposed activity and has engaged the critical stakeholders key to the project's success. Project partners that are essential to the implementation of a project must be explicitly named in the application and letters of support or participation provided (e.g., host facilities, applicable local government leaders where a project is to be conducted in partnership with the local government, applicable utility where a project seeks to modernize or update the utility grid).

Application Format:

The initial proposal submitted to MEA should consist of 1) the OPEN Energy Application Form, 2) a concept paper that will enable the MEA review committee to assess potential eligibility and interest by MEA, and 3) any necessary attachments to demonstrate engagement of key project partners or securing of matching funds.

The concept paper submitted to MEA shall be no more than 10 pages. The concept paper must include, at a minimum, the following information:

- the name and address of the entity submitting the proposal;
- a description of the entity submitting the proposal;
- the name of the point of contact for the proposal, along with contact information;

- the date of submission;
- a description of the proposed project;
- indicate which AOI is being proposed, where applicable, and specifically address how the project meets the scope of that AOI
- address all applicable evaluation criteria listed above
- requested funding amount;
- project partners (if applicable) including any required letters of participation or support; and,
- commitment of matching funds (if applicable).

MEA may request an expanded version of the proposal or additional information and documentation. A request for additional information may include a follow-up meeting with the applicant.

Application Submission Method:

An application to OPEN Energy must be submitted to the following MEA email address: OPEN.MEA@maryland.gov. To aid in identification, the subject matter for the email should be "OPEN Energy Program: [Project Description]".

Grant Program General Provisions: MEA grant programs are covered by general requirements ("General Provisions") that will be made part of the grant agreement between MEA and a grantee. The General Provisions are available for review on [MEA's website](#)³. For FY24, the [General Provisions Version 3.0](#) will be incorporated into all MEA FY24 grant agreements.

Other Program Provisions and Requirements:

In addition to the General Provisions, the following funding requirements or provisions apply to this program:

- MEA may negotiate additional requirements into awards to increase public benefit. Such additional requirements may include reduction in the proposed award amount to reflect factors related to return on investment such as the social cost of carbon, financial or in-kind cost share, use of funded facilities for public engagement and education, local product content, minority business participation, revenue sharing or other requirements consistent with agency mission, state goals, and statute.
- MEA at its discretion may fund some, all, or no proposals received through an OPEN Energy FOA in a given fiscal year.

³ <https://energy.maryland.gov/Pages/all-incentives.aspx>

- MEA may determine, at its discretion, that a proposal has merit and develop a future year competitive or publicly advertised program to address the proposed need instead of funding a specific proposal through the OPEN Energy Program.
- A proposal cannot receive funding if it is not permissible within MEA's established resources in a given fiscal year and within the allowable uses of the SEIF.⁴
- Based on the evaluation criteria and funding availability, MEA may consider funding a component or subset of the activity proposed.
- MEA may, at its discretion, seek to bring multiple proposals together into broader coalitions to achieve state policy and program goals.
- Any funding awarded under this program is solely at MEA's discretion.
- **Notice on Public Information:** No sensitive or otherwise confidential information shall be disclosed to MEA in an OPEN Energy proposal without prior approval. If sensitive or confidential information must be provided to MEA, the submitter of the proposal shall first contact MEA to determine the most secure way to transmit this information. All information submitted in an OPEN Energy proposal is subject to the Maryland Public Information Act (PIA). If the submitter of the proposal believes information in the proposal is confidential and therefore should not be disclosed, the submitter shall clearly mark this information and identify it by page and section or line number. Upon request for information from a third party, MEA is required to make an independent determination whether the information must be disclosed under the PIA. Designating information as confidential does not guarantee that it will be withheld from disclosure.
- If an applicant is selected for a grant under the Program, the Applicant will be required to execute a grant agreement with MEA. Prior to executing the grant agreement, MEA may opt to first execute a conditional grant commitment letter between MEA and the selected applicant.
- The grant will be issued to the name, address, and federal tax identification number provided by the applicant to MEA on the applicant's IRS Form W9. **Once a grant agreement or commitment letter has been fully executed between MEA and the applicant, the grant cannot be reassigned to a new entity with a different federal tax identification number.**
- Participation in MEA grant programs is voluntary. If selected for award and to ensure the secure transmission of grant funds, grantee recipients of MEA funding are generally required to receive electronic payments from the State of Maryland. Electronic payments are set up through the State of Maryland's Comptroller's Office. **Grantees must fill out and submit the "[ACH/Direct Deposit Authorization for Vendor Payments Form X-10](https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf)"⁵ to the Comptroller's Office via the submission methods outlined on the X-10 form.** ACH/Direct Deposit Authorization for Vendor Payment Form X-10 should not be sent to MEA.

⁴ Or any additional funding sources that may arise in the future.

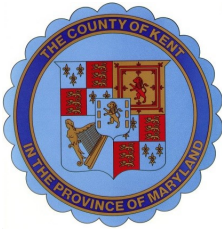
⁵ <https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

Program Updates or Clarifications:

- Any update (e.g., extension of a deadline) or clarification about the Open ENERGY Program and any corrections to inadvertent errors in the Program information will be available on the Program webpage. In addition, MEA will communicate clarifications and updates made directly to applicants or grantees, as applicable, by letter and/or e-mail. The final grant amount is subject to funding availability for the Program and any relevant statutory requirement applicable at that time.

Questions can be directed to

Garry Aime, Program Manager at
OPEN.MEA@maryland.gov or 443-306-8149.



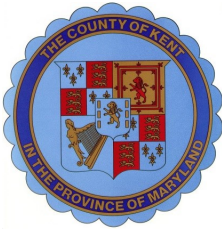
Mike Moulds, Director, Public Works
11/28/2023
County Commissioners Meeting

Item Summary:

Water and Wastewater Division, Worton Water and Sewer Extension Design

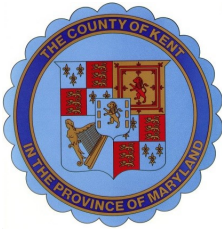
ATTACHMENTS:

Description



Ronald H. Fithian, President
11/28/2023
County Commissioners Meeting

Item Summary:
Public Works, Engineering



Ronald H. Fithian, President
11/28/2023
County Commissioners Meeting

Item Summary:

Public Works, Environmental Operations Division



Mike Moulds, Director, Public Works
11/28/2023
County Commissioners Meeting

Item Summary:

Water and Wastewater Division, Worton Sludge Press Replacement Design

ATTACHMENTS:

Description

11.28.23 Exhibit C Work Assignment No 4, Worton Wastewater Treatment Plant Dewatering Equipment Replacement George, Miles, & Buhr, LLC (GMB)

EXHIBIT C

WORK ASSIGNMENT NO. 4

PROJECT DESCRIPTION:

**WORTON WASTEWATER TREATMENT PLANT
DEWATERING EQUIPMENT REPLACEMENT**

THIS WORK ASSIGNMENT TO THE ARCHITECTURAL/ ENGINEERING TEAM IDIQ MASTER CONTRACT AS EXECUTED BY AND BETWEEN THE KENT COUNTY DEPARTMENT OF PUBLIC WORKS AND GEORGE, MILES & BUHR, LLC (GMB) IS EFFECTIVE THIS DAY OF November 28th, 2023 AND IS INCORPORATED THEREIN AS IF COPIED FULLY IN BOTH WORDS AND FIGURES AS A PART OF EXHIBIT C.

WHEREAS, the parties to the above stated CONTRACT are now desirous of implementing a Work Assignment or Work Assignment Revision thereunder; and,

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said CONTRACT remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above CONTRACT under the additional terms and conditions as are hereinafter stated:

SCOPE OF WORK FOR THIS WORK ASSIGNMENT

See Attached Exhibit 1.

WORK ASSIGNMENT TERM

This Work Assignment shall be effective upon the latest date of execution hereof and

continue until a completion date of May 1, 2024.

Work shall commence within fifteen (15) calendar days after the receipt of a Notice to proceed.

WORK ASSIGNMENT CONTRACT AMOUNT

The COUNTY shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein, Sixty-Four Thousand, Nine Hundred Forty Dollars

(\$64,940.00) in accordance with the cost proposal negotiated in good faith between the COUNTY and CONTRACTOR and attached as Exhibit 2.

Under no circumstances shall the Contract amount be exceeded without the signed approval of the COUNTY by means of a Work Assignment Revision.

Both parties hereby represent that they have authority to enter into Work Assignment No. 4 as Exhibit C of the CONTRACT executed by and between the Kent County Department of Public Works and George, Miles & Buhr, LLC, which is now made a part of said CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Lonya L. Thomas

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: Ronnie Johnson
President of the Kent County
Commissioners

CONTRACTOR:

R. P. H. P.E.

GEORGE MILES + BUHR

By: James C. Hays

SR. VICE PRESIDENT
Title

KENT COUNTY AE SERVICES IDIQ - WORK ASSIGNMENT NO. 04

WORTON WASTEWATER TREATMENT PLANT

DEWATERING EQUIPMENT REPLACEMENT

EXHIBIT 1

SCOPE OF WORK

This Scope of Work outlines the design efforts associated with the removal of an existing biosolids dewatering unit, and installation of a new pieces of equipment at the Worton Wastewater Treatment Plant. The work includes the evaluation of existing improvements at the facility, compilation of a pre-purchased equipment RFQ for the County, participation in pre-selection activities (including meetings, RFI responses, proposal review, coordination, recommendations, etc.), the preparation of Construction Contract Documents (Plans and Specification), and the coordination of relevant MDE permit applications.

PROJECT BACKGROUND AND DESIGN APPROACH

The Worton WWTP was constructed in 2009 and is owned and operated by the Kent County Department of Public Works. The solids handling improvements at the facility include two (2) aerobic digesters which receive waste sludge and solids from a septage receiving station, and an existing SOMAT sludge dewatering system. When in operation, digested sludge is pumped to the SOMAT unit, where it is dosed with polymer and subsequently dewatered prior to disposal into a sludge cake dumpster. Over time, the SOMAT unit has become inoperable and is in need of replacement.

Based on discussions with the Owner, it is understood that Envirep facilitated the use of a PWTech pilot unit at the facility, and it has been decided that equipment identical, or similar to the volute press piloted at the facility will be considered for the replacement of the SOMAT. The proposed equipment will be installed in the existing building, in place of the existing equipment. Note that it is the Owner's preference to pre-purchase the equipment for the project to expedite construction efforts after the Construction Contract is awarded.

SCOPE OF WORK

Work proposed under this work assignment includes the following:

- Dewatering Unit Pre-Purchase Documentation
 - GMB will prepare an equipment pre-purchase request for proposals that will be used by the County to solicit pricing from dewatering equipment vendors. This documentation will include County-selected Contract Provisions and a relevant technical specification for distribution to select vendors.
 - GMB will assist the County in the review of questions from the selected vendors and will issue addenda if found necessary.
 - GMB will evaluate the proposals received, and issue a recommendation of award to the County based on the established award criteria.
- Facility Modifications Design
 - GMB will coordinate the removal of the existing dewater unit from the facility for the integration of the new, pre-selected dewatering unit in the existing space provided.
 - GMB will coordinate the connection of sludge feed, polymer, cake discharge, and drain piping as needed.
 - GMB will coordinate the routing of wash water to the selected dewatering unit, and coordinate the installation of booster pumps if necessary.
 - GMB will employ the services of Gipe Associates, Inc. to complete electrical engineering services as needed to the proposed equipment. It is anticipated that the proposed dewatering unit will be displayed on the County's SCADA system for the facility for alarm and status reporting.
 - GMB will compile a complete set of bid documents for the improvements listed herein. Plans and specifications (both EJCDC and technical) will be produced for all work necessary for the County to use in soliciting proposals from Contractors. These plans and specifications will include demolition drawings outlining requirements for coordination with existing improvements

at the site.

- Permit Submission
 - The Engineer will submit a MDE Sewage Construction permit application for the modifications at the facility. The permit process will also include addressing any questions by the MDE project engineer associated with the project.
- Project Design Meetings
 - GMB will attend one (1) design meeting with the County, one (1) site visit for the electrical engineer, and one (1) prebid meeting for the equipment vendors included within the pre-purchase contract effort.
- Use of Documents
 - All documents are instruments of service, and Engineer shall retain joint ownership and property interest therein whether or not the Project is completed.
 - Engineer grants the Owner a limited license to use the Documents on the Project, extension of the Project, and for related uses of the Owner, subject to the receipt by the Engineer of full payment due and owing for all services relating to preparation of the Documents.
 - Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at the Owner's sole risk and without liability or legal exposure to the Engineer or to its officers, directors, members, partners, agents, employees, and Consultants. Owner shall indemnify and hold harmless the Engineer and its Consultants from all claims arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.

EXCLUSIONS AND OTHER CONSIDERATIONS

- Advertising costs (if applicable) associated with proposal solicitations will be the responsibility of Kent County.
- Permitting fees are excluded and will be the responsibility of Kent County.
- Bidding and Construction Phase Services for the construction of the improvements included within the scope of the project are not included but could be offered upon request.

SCHEDULE

GMB proposes to begin work on this project within two (2) weeks of the receipt of a Notice to Proceed. It is expected that Construction Documents will be completed and ready for permit submission within four (4) months of commencement of work and we anticipate an additional two (2) months for permit acquisition based on current lead time on other projects involving permit submissions. Please note that once plans are submitted to the permitting agencies, GMB is no longer in control of the schedule.

KENT COUNTY AE SERVICES IDIQ - WORK ASSIGNMENT NO. 04

EXHIBIT 2 - MANHOUR BREAKDOWN

1. Grantee Kent County, MD		2. Grant Number	
3. Name of Consultant George, Miles & Buhr, LLC		4. Date of Proposal 25-Oct-23	
5. Address of Consultant 206 West Main St Salisbury, MD 21801-4907		6. TYPE OF SERVICE TO BE FURNISHED Worton WWTP Dewatering Equipment Replacement	

PART II - COST SUMMARY

7. DIRECT LABOR	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Director	32	\$ 205.00	\$ 6,560.00	
Project Engineer	192	\$ 125.00	\$ 24,000.00	
Project Coordinator	24	\$ 105.00	\$ 2,520.00	
CADD Technician	90	\$ 105.00	\$ 9,450.00	
LABOR TOTAL:	338			\$ 42,530
8. Expenses				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION	mileage		\$ 300.00	
TRAVEL SUBTOTAL:			\$ 300.00	
b. EQUIPMENT, MATERIALS, SUPPLIES			ESTIMATED COST	
	plots/prints		\$ 50.00	
	copies		\$ 100.00	
	postage		\$ 50.00	
	other		\$ -	
EQUIPMENT SUBTOTAL:			\$ 200	
c. SUBCONTRACTS				
	Electrical Subconsultant - Gipe Associates, Inc.		\$ 21,910.00	
SUBCONTRACTS SUBTOTAL:			\$ 21,910.00	
TOTAL OF EXPENSES:				\$ 22,410
9. TOTAL ESTIMATED NOT TO EXCEED COST				\$ 64,940



American Rescue Plan Act (ARPA) Funds Spend Plan 11/28/2023 County Commissioners Meeting

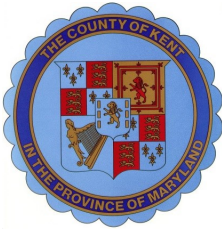
ATTACHMENTS:

Description

11-14-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
11/14/2023

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	9/30/2022
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	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
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		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
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>\$ 3,421,697</u>		<u>\$ 3,111,697</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 345,080</u>		<u>\$ 655,080</u>	



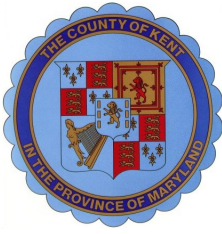
Public Works - Roads Division
11/28/2023
County Commissioners Meeting

Item Summary:

MEO I Vacancy

ATTACHMENTS:

Description



Public Works - Water and Wastewater 11/28/2023 County Commissioners Meeting

Item Summary:

Utilities Technician Vacancy

ATTACHMENTS:

Description



Kim Righi, Finance Director, Minary's Dream Alliance, Inc
11/28/2023
County Commissioners Meeting

Item Summary:

Request For A Letter Of Support

ATTACHMENTS:

Description

11.28.23 Kim Righi, Finance Director, Minary's Dream Alliance, Inc. Letter of Support



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

November 28, 2023

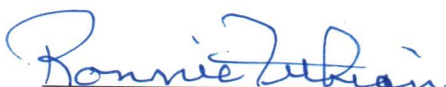
Kim Righi, Finance Director
Minary's Dream Alliance, Inc.
9155 American Legion Road
Chestertown, MD 21620

RE: Kent County supports projects that stabilize erosion, sediment, and flood control of properties located in Critical Areas

Dear Ms. Righi:

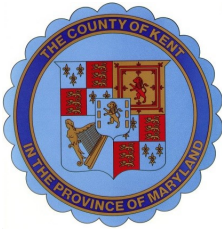
Kent County encourages shore erosion control and promotes living shorelines as a preferred method of shoreline stabilization. Kent County also supports stewardship of the Chesapeake Bay, its tributaries, and their watersheds through best management practices. Environmental projects that meet local permitting requirements receive the support of the County as these projects meet a major goal of the Kent County Comprehensive Plan to improve the environment.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member



2024 Meeting Calendar

11/28/2023

County Commissioners Meeting

Item Summary:
Annual Meeting Schedule



**John B. Thomas, Assistant Director, Maryland Department of
Transportation Office of Planning and Capital Programing,
11/28/2023
County Commissioners Meeting**

Item Summary:

Worton Track Safety Rehabilitation Project
Mileposts 15.25 - 15.49 and 16.12 - 16.65

ATTACHMENTS:

Description

11.13.23 MDOT Worton Track Safety Project Notice Letter

November 13, 2023

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

Re: Worton Track Safety Project

Dear Property Owner:

The Maryland Department of Transportation (MDOT) and the Maryland Transit Administration (MTA) will be conducting a railroad track rehabilitation project on two small sections of track within a 1.4-mile area of the Chestertown Freight Railroad Line, located in Kent County, Maryland. This project has been made possible with funding provided through the Federal Railroad Administration's Consolidated Rail Infrastructure and Safety Improvements (CRISI) Discretionary Grant program.

This letter is an update to the original letter sent in February of 2022. The MTA has completed final design of the improvements, with start of construction anticipated in late November or early December of 2023 and completion by the end of spring 2024.

The enclosed location map shows the Worton Track Safety Project area limits. The first section of the project, as presented on the map from Milepost 15.25 to Milepost 15.49, will involve replacement of rail, crossties, ballast, installation of ballasted curb, improvements to cross culverts, and ditching to provide better drainage along the curve section. The second section of the project, from Milepost 16.12 to Milepost 16.65, will involve replacement of rail, crossties, ballast, drainage improvements, and replacement of a switch serving the Eastman Specialties facility at Worton.

The track rehabilitation project will ensure continued safe operation of freight rail service to customers along the Chestertown Line and provide opportunity for development of rail-served business in Kent County.

Construction work is expected to occur Tuesdays through Fridays to permit once-weekly service to shippers at Worton on Mondays. It may be necessary for some construction activities to occur at night or on weekends, however most work is expected to occur during daylight hours. All construction work is anticipated to be confined to within the railroad line property.

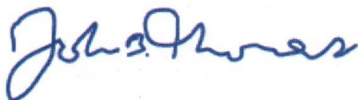
County Commissioners

Office
Date 11/17/23
SmB

Property Owner
Page Two

If you have questions or concerns regarding conditions along the railroad line or construction site, please contact our on-site Resident Engineer, Mel Mitzel at 410-952-4979 or mmitzel@mdot.maryland.gov. For general information about the project or the railroad line please contact our Rail Program and Policy Manager, Thomas Mackay at 410-865-7063 or TMackay@mdot.maryland.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "John B. Thomas".

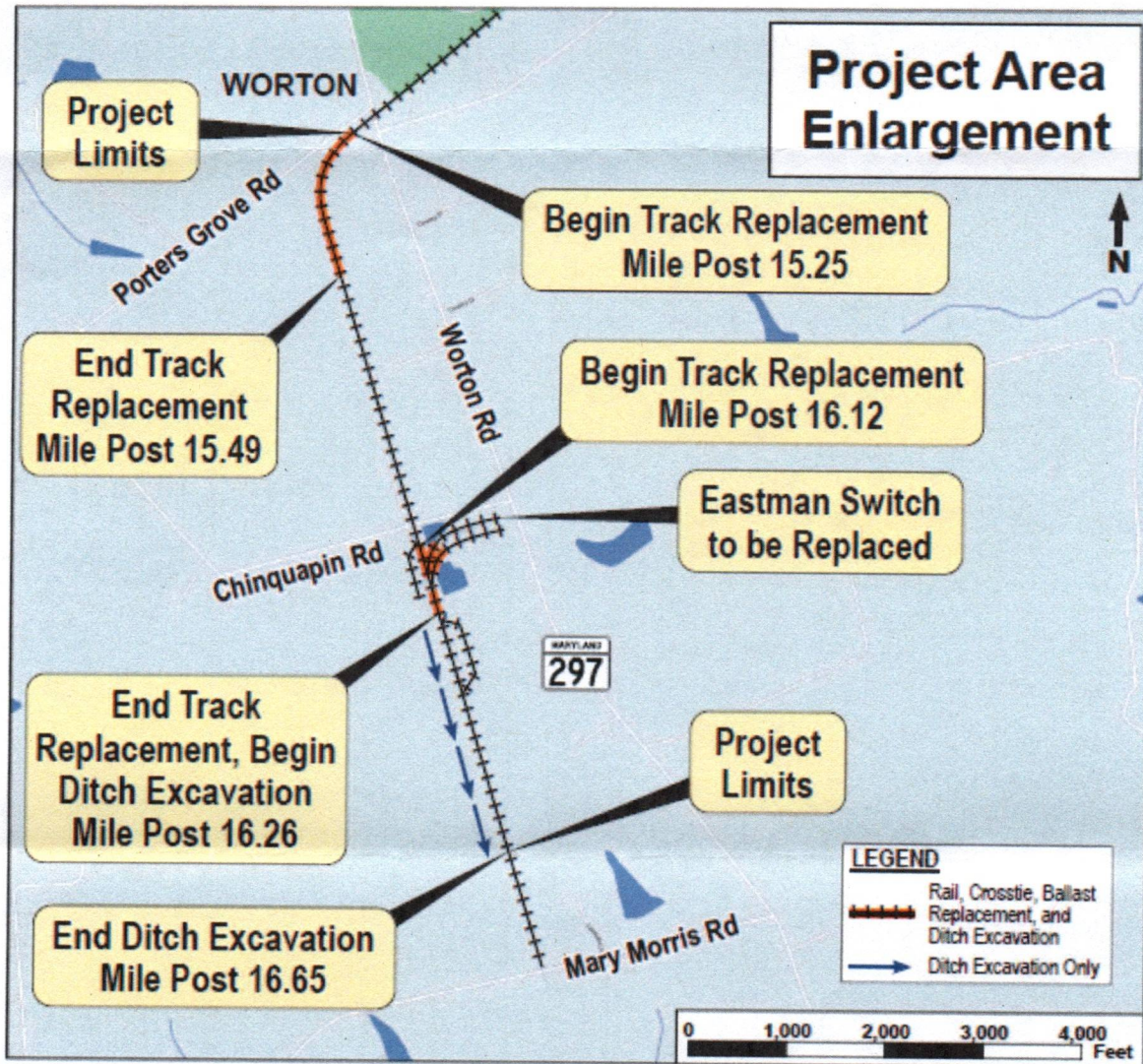
John B. Thomas
Assistant Director
MDOT Office of Planning and Capital Programing (OPCP)
Rail and Intermodal Freight Section (RIF)

Enclosure

- Map of Worton Track Safety Project Area Limits

cc: Mr. Thomas Mackay, Manager, Rail Program and Policy, RIF, OPCP
Mr. Mel Mitzel, Resident Engineer, Construction Management Division, MTA

Attachment:
Worton Track Safety Project Area Limit





Kent County Local Management Board

11/28/2023

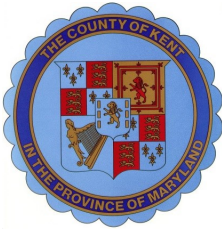
County Commissioners Meeting

Item Summary:

Thank You For Your Interest Letter

ATTACHMENTS:

Description



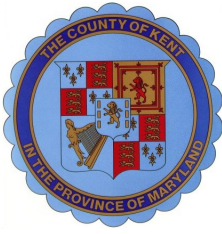
Kent County Local Management Board 11/28/2023 County Commissioners Meeting

Item Summary:

Thank You For Your Service Letters

ATTACHMENTS:

Description



Kent County Property Tax Assessment Appeal Board
11/28/2023
County Commissioners Meeting

Item Summary:

Thank You Letters

ATTACHMENTS:

Description



Legislative Bond Initiatives Requests 11/28/2023 County Commissioners Meeting

Item Summary:

Letters Of Support

ATTACHMENTS:

Description

11.28.23 The Honorable Stephen S. Hershey, Jr., Town of Chestertown's Support Letter

11.28.23 The Honorable Stephen S. Hershey, Jr., Millington Senior Village Support Letter

11.28.23 District 36 Delegates, Town of Chestertown's Support Letter

11.28.23 District 36 Delegates, Millington Senior Village Support Letter



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

November 28, 2023

The Honorable Stephen S. Hershey, Jr.
District 36
James Senate Office Building, Room 420
11 Bladen St.
Annapolis, MD 21401

RE: Kent County supports Town of Chestertown's Proposal for a Chestertown Heritage Trail

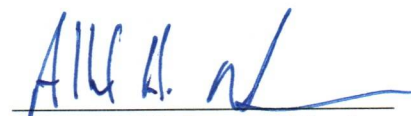
Dear Senator Hershey:

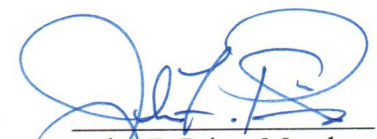
Kent County supports the Chestertown Heritage Trail project proposed by the Town of Chestertown. The initiative encourages opportunities for public access to the Chester River, education, and regional economic development.

We are pleased to support the Town of Chestertown's proposal for a Chestertown Heritage Trail legislative bond initiative.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

cc: The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist
Mayor and Council, Town of Chestertown



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

November 28, 2023

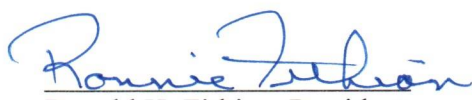
The Honorable Stephen S. Hershey, Jr.
District 36
James Senate Office Building, Room 420
11 Bladen St.
Annapolis, MD 21401

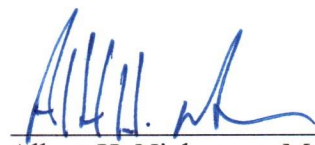
RE: Kent County supports the Millington Senior Village Project

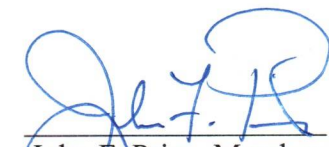
Dear Senator Hershey:

Kent County highly supports the proposed Millington Senior Village project. The Millington Senior Village seeks to revitalize vacant land owned by the Town of Millington and partially located at the former Millington Elementary School. The promising project will offer fifty-two units of affordable housing to very low to moderate-income seniors.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

cc: The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist
Mayor and Council, Town of Millington
Frank Hodgetts, President and CEO, Home Partnership, Inc.



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

November 28, 2023

The Honorable Jay A. Jacobs
Lowe House Office Building, Room 321
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Steven J. Arentz
Lowe House Office Building, Room 308
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Jefferson L. Ghrist
Lowe House Office Building, Room 430
6 Bladen Street
Annapolis, MD 21401-1912

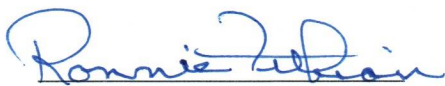
RE: Kent County supports Town of Chestertown's Proposal for a Chestertown Heritage Trail

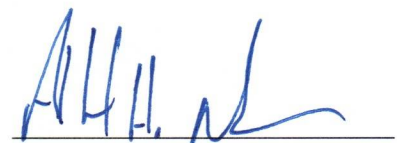
Dear Delegates Jacobs, Arentz, and Ghrist:

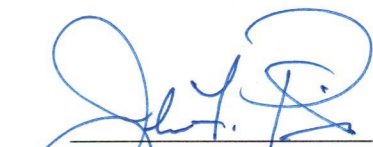
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We are pleased to support the Town of Chestertown's proposal for a Chestertown Heritage Trail legislative bond initiative.

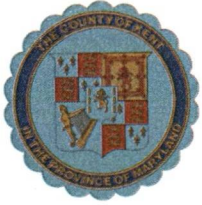
Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

cc: The Honorable Stephen S. Hershey, Jr.
Mayor and Council, Town of Chestertown



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

November 28, 2023

The Honorable Jay A. Jacobs
Lowe House Office Building, Room 321
6 Bladen Street
Annapolis, MD 21401-1912

The Honorable Steven J. Arentz
Lowe House Office Building, Room 308
6 Bladen Street
Annapolis, MD 21401-1912

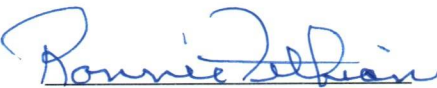
The Honorable Jefferson L. Ghrist
Lowe House Office Building, Room 430
6 Bladen Street
Annapolis, MD 21401-1912

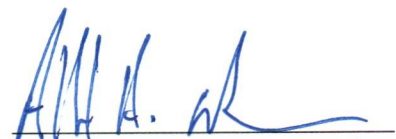
RE: Kent County supports the Millington Senior Village Project

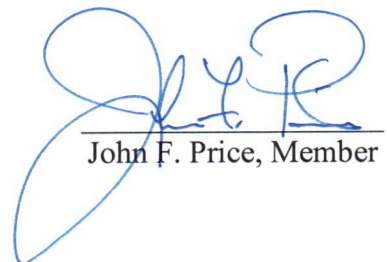
Dear Delegates Jacobs, Arentz, and Ghrist:

Kent County highly supports the proposed Millington Senior Village project. The Millington Senior Village seeks to revitalize vacant land owned by the Town of Millington and partially located at the former Millington Elementary School. The promising project will offer fifty-two units of affordable housing to very low to moderate-income seniors.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

cc: The Honorable Stephen S. Hershey, Jr.
Mayor and Council, Town of Millington
Frank Hodgetts, President and CEO, Home Partnership, Inc.



Procedures For Public Comment 11/28/2023 County Commissioners Meeting

ATTACHMENTS:

Description

12.28.23 Public Comments Sign In Sheet

Press and Public Comments

**PUBLIC COMMENTS
SIGN IN SHEET
November 28, 2023**

[illegible]

Press and Public Comments

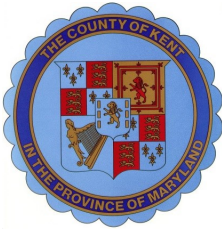
Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

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



Caroline County Commissioners 11/28/2023 County Commissioners Meeting

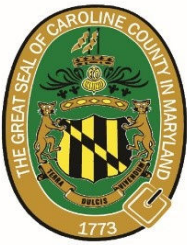
Item Summary:

Letter of Intent, Regional Jail

ATTACHMENTS:

Description

Caroline County Letter of Intent Regional Detention Center



CAROLINECOUNTY
you belong here
CAROLINE COUNTY COMMISSIONERS OFFICE

JAMES TRAVIS BREEDING, PRESIDENT
LARRY C. PORTER, VICE PRESIDENT
NORMAN FRANKLIN BARTZ, III., COMMISSIONER
109 Market Street, Room 123
Denton, Maryland 21629

November 7, 2023

Mr. James Dunkerson
Maryland Department of Public Safety & Correctional Services
6776 Reisterstown Road – Suite 201
Baltimore Maryland 21215

Ms. Fiona Shirk
Maryland Department of Budget and Management
301 W. Preston Street
Baltimore Maryland 21201

Re: Mid-Shore Regional Detention Center
Notice of Intent

Dear Mr. Dunkerson and Ms. Shirk:

Please accept this letter as indication of Caroline County's full support to investigate the feasibility of constructing a new Mid-Shore Regional Detention Center with our neighboring counties of Queen Anne's and Kent, on the site of the former Eastern Pre-Release Unit (EPRU) located at 700 Flat Iron Square Road near Church Hill. We have initiated a combined Part 1 and Part 2 Programming Study in accordance with the 'Local Jails Capital Improvement Policy and Procedures Manual'. This study will encompass the needs of all three Counties and will be submitted by March 2024.

We are confident that the EPRU site would save the County and the State considerable capital funds rather than each County pursuing individual renovations at their respective current facilities. We have confidence that all counties involved would benefit from annual operational funds due to efficiencies gained at having a single facility in lieu of three.

We appreciate the State's willingness and support to make this significant program change and believe ultimately all parties involved will benefit greatly.

THE COMMISSIONERS OF CAROLINE COUNTY, MARYLAND

J. TRAVIS BREEDING, PRESIDENT

LARRY PORTER, VICE PRESIDENT



N. FRANKLIN BARTZ, COMMISSIONER

Cc: Warden Charles Scott
Commissioner James J. Moran, Queen Anne's County
Commissioner Christopher M. Corchiarino, Queen Anne's County
Commissioner Jack N. Wilson, Jr, Queen Anne's County
Commissioner J. Patrick McLaughlin, Queen Anne's County
Commissioner Philip L. Dumenil, Queen Anne's County
Commissioner Ronald H. Fithian, Kent County
Commissioner Albert H. Nickerson, Kent County
Commissioner John F. Price, Kent County



**Dorianne A. Meloy, People's Insurance Counsel, State of Maryland
Office of the Attorney General
11/28/2023
County Commissioners Meeting**

Item Summary:

Services Provided

ATTACHMENTS:

Description

11.28.23 Dorianne A. Meloy, People's Insurance Counsel, State of Maryland Office of the Attorney General,
Provided Services

ANTHONY G. BROWN
Attorney General



CANDACE McLAREN LANHAM
Chief of Staff

CAROLYN A. QUATTROCKI
Deputy Attorney General

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL

FACSIMILE NO.
410-576-6880

pic@oag.state.md.us

WRITER'S DIRECT DIAL NO.
410-576-6432

November 9, 2023

The Honorable Ronald H. Fithian
President
Kent County Commissioners
400 High Street
Chestertown, MD 21620

Dear President Fithian:

The People's Insurance Counsel (PICD) is a division of the Office of the Attorney General of Maryland. PICD was created by legislative enactment in 2005. The duties of the Division include evaluation of each medical professional liability insurance and homeowners insurance matter pending before the Commissioner of the Maryland Insurance Administration to determine whether the interests of insurance consumers are affected. PICD cannot act as a personal attorney for consumers; however, PICD is available to discuss concerns that you or your constituents have about these matters.

PICD is devoted to advocating for policyholders' interests and is prepared to assist you and your constituents. PICD engages in community outreach in an effort to hear from consumers and to provide them with relevant information. PICD maintains a page on the OAG's website that includes informative brochures in English and Spanish. PICD's homepage can be accessed at <https://www.marylandattorneygeneral.gov/Pages/PIC/default.aspx>.

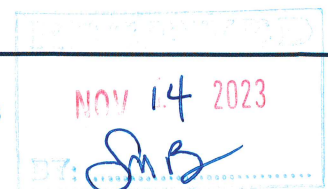
PICD personnel is available at (410) 576-6432 or pic@oag.state.md.us if you or any of your constituents would like PICD assistance.

Sincerely,

A handwritten signature in blue ink that reads 'Dorianne A. Meloy'.

Dorianne A. Meloy
People's Insurance Counsel

Enclosure





Lynn Sutton, Chairperson, Kent County Emergency Services Board
11/28/2023
County Commissioners Meeting

Item Summary:

Announcement Of An Emergency Medical Services Council Member

ATTACHMENTS:

Description



Contingency and Use of Fund Balance Report 11/28/2023 County Commissioners Meeting

ATTACHMENTS:

Description

11-14-2023 Commissioner Report Contingency

[illegible]



Thomas N. Yeager, County Attorney
11/28/2023
County Commissioners Meeting

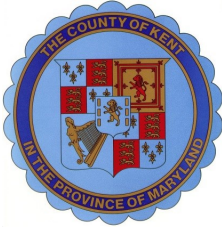
Item Summary:

Legal and Pending Litigation

The meeting was closed under the Annotated Code of Maryland, General Provisions Article §3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) to consult with staff, consultants, or other individuals about pending or potential litigation.

ATTACHMENTS:

Description



Jim Miller, Director, Human Resources
11/28/2023
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