THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

October 25, 2022

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, October 18, 2022

#2 - Liquor Minutes, October 18, 2022

#3 - Closed Session Minutes, October 18, 2022

#4 - Wayne Darrell, Director, Emergency Services
Emergency Management Program Grant

#5 - Wayne Darrell, Director, Emergency Services
2022 State Homeland Security Program Grant

#6 - Betterton Still Pond Lions Club, Combined Gaming Devices, November 12, 2022

Special Class C License

Betterton Still Pond Lions Club, Beer and Wine, November 12, 2022

Proclamations

Desiree Jefferson, Youth Program Director, His Hope Ministries
National Homeless Youth Awareness Month - November

Lori Sappington, Committee Member, Family Court Awareness Committee
Family Court Awareness Month - November

Recognitions

Emergency Services 9-1-1 Dispatch Center Employee Recognitions
Certificates of Recognition

Departmental Appointments

Wayne Darrell, Director, Emergency Services
EMS Medical Director

Dawson Hunter, Housing and Transportation Coordinator, Economic and Tourism Development
Data Review, Rock Hall-Tolchester-Chestertown Summer 2022 Shuttle

Human Resources Director

Local Management Board

Administrative Assistant I Vacancy

Public Works Director

Grounds Maintenance

FY2023 Turf Tractor Purchase

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Mike Moulds, Director, Public Works

Bid Award and Contract Approval

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Cindy Stone, Director, Community Development Programs, Maryland Department of Housing and Community Development

Maryland Community Development Block Grant Project

Contingency Fund

Contingency and Use of Fund Balance Report

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

Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive Comments From The Public
10/25/2022
County Commissioners Meeting

#1 - Regular Session Minutes, October 18, 2022
10/25/2022
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, October 18, 2022
10/25/2022
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Closed Session Minutes, October 18, 2022
10/25/2022
County Commissioners Meeting

ATTACHMENTS:

Description

#4 - Wayne Darrell, Director, Emergency Services
10/25/2022
County Commissioners Meeting

Item Summary:
Emergency Management Program Grant

ATTACHMENTS:

Description

10.25.22 Sub-Recipient Agreement for County Commissioners of Kent County, Maryland Department of Emergency Management, 2022 Emergency Management Performance, From 10.01.21 to 06.30.24, Award No. 22-SR 8851-01

Maryland
DEPARTMENT OF EMERGENCY MANAGEMENT

Date of Award
9/26/2022

2022 Sub-Recipient Agreement
for
Kent County, County Commissioners of

1. Sub-Recipient Name and Address	2. Prepared by: *Whitestone, Danielle*	3. MEMAGMS Award Number: 22-SR 8851-01
Kent County, County Commissioners of	4. Federal Grant Information	
	Federal Grant Title:	**Emergency Management Performance Grant**
	Federal Grant Award Number/CFDA Number:	EMP-2022-EP-00001-S01 / 97.042
	Federal Granting Agency:	U.S. Department of Homeland Security

5. Award Amount

Total Award Amount

$67,963.48

100% Match Required

2022 Emergency Management Performance Grant

Performance Period:

FROM Oct 1, 2021 – Jun 30, 2024

6. Statutory Authority for Grant: This project is supported under the
Homeland Security Act of 2002 as amended as amended (Public Law 107-296),(6USC603)
Appropriations Authority for Grant: The Department of Homeland Security Appropriations Act, 2017

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at https://www.sam.gov/content/exclusions

9. Agency Approval

Approving SAA Official:	**Signature of SAA Official:**
Robert Poler, Chief Finance Officer Maryland Department of Emergency Management DBA Maryland Emergency Management Agency	**Date:**

10. Sub-Recipient Acceptance

I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.

Type name and title of Authorized Sub-Recipient official:	**Signature of Sub-Recipient Official:**
P. Thomas Mason, President County Commissioners of Kent County	P. Thomas Mason

11. Enter Federal Employer Identification Number (FEIN) and DUNS number:	**12. Date Signed :**
526000974	10/25/2022

13. DUE DATE: 10/26/2022

Signed award must be returned to the SAA on or before the above due date.

AGREEMENT ARTICLES
Emergency Management Performance Grant

Recipient:	Maryland Department of Emergency Management dba Maryland Emergency Management Agency
PROGRAM:	Emergency Management Performance Grant
AGREEMENT NUMBER:	EMP-2022-EP-00001-S01

TABLE OF CONTENTS

Article I DHS Standard Terms and Conditions Generally

Article II Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

Article III General Acknowledgements and Assurances

Article IV Acknowledgement of Federal Funding from DHS

Article V Activities Conducted Abroad

Article VI Age Discrimination Act of 1975

Article VII Americans with Disabilities Act of 1990

Article VIII Best Practices for Collection and Use of Personally Identifiable Information

Article IX Civil Rights Act of 1964 - Title VI

Article X Civil Rights Act of 1968

Article XI Copyright

Article XII Debarment and Suspension

Article XIII Drug-Free Workplace Regulations

Article XIV Duplication of Benefits

Article XV Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Article XVI Energy Policy and Conservation Act

Article XVII False Claims Act and Program Fraud Civil Remedies

Article XVIII Federal Debt Status

Article XIX Federal Leadership on Reducing Text Messaging while Driving

Article XX Fly America Act of 1974

Article XXI Hotel and Motel Fire Safety Act of 1990

Article XXII John S. McCain National Defense Authorization Act of Fiscal Year 2019

Article XXIII Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Article XXIV Lobbying Prohibitions

Article XXV National Environmental Policy Act

Article XXVI Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article XXVII Non-Supplanting Requirement

Article XXVIII Notice of Funding Opportunity Requirements

Article XXIX Patents and Intellectual Property Rights

Article XXX Procurement of Recovered Materials

Article XXXI Rehabilitation Act of 1973

Article XXXII Reporting of Matters Related to Recipient Integrity and Performance

Article XXXIII Reporting Subawards and Executive Compensation

Article XXXIV Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXV SAFECOM

Article XXXVI Terrorist Financing

Article XXXVII Trafficking Victims Protection Act of 2000 (TVPA)

Article XXXVIII Universal Identifier and System of Award Management

Article XXXIX USA PATRIOT Act of 2001

Article XL Use of DHS Seal, Logo and Flags

Article XLI Whistleblower Protection Act

Article XLII Environmental Planning and Historic Preservation (EHP) Review

Article XLIII Applicability of DHS Standard Terms and Conditions to Tribes

Article XLIV Acceptance of Post Award Changes

Article XLV Disposition of Equipment Acquired Under the Federal Award

Article XLVI Prior Approval for Modification of Approved Budget

Article XLVII Indirect Cost Rate

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications I.

1. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
2. DHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

3. By accepting this agreement,recipients,and their executives,as defined in 2 C.F.R.section170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any DHS and Maryland Department of Emergency Management (MDEM) compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS and MDEM access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. Subrecipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42,
U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Subrecipients are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19. Article XVI - Energy Policy and Conservation Act Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XX - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expanding federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:
https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXIV - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXX - Procurement of Recovered

Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards: Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United

States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXV - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons:

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA

grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders.

To access the DHS/ FEMA EHP screening form and instructions, go to the MEMAGMS > Admin Menu > Forms Manager. In order to initiate EHP review of your project(s), subrecipients must complete all relevant sections of this form and submit to janet.moncrieffe@maryland.gov & copy grants.mdem@maryland.gov along with all other pertinent project information.

The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event DHS/ FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please contact the Maryland Department of Emergency Management (MDEM) Grants Division at 410-517-3600 or email Grants.mdem@maryland.gov.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/ FEMA approved budget for this award, you must request prior written approval from MDEM where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, DHS/FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from MDEM where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget MDEM last approved. For purposes of awards that support both construction and non-construction work, MDEM is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the subrecipient to obtain prior written approval before making any fund or budget transfers between the two types of work. You must report any deviations from your approved budget in the first Federal Financial Report (SF-425) with your Quarterly Status Report (QSR) following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

#5 - Wayne Darrell, Director, Emergency Services
10/25/2022
County Commissioners Meeting

Item Summary:
2022 State Homeland Security Program Grant

ATTACHMENTS:

Description

10.25.22 Sub-Recipient Agreement for County Commissioners of Kent County, Maryland Department of Emergency Management, 2022 State Homeland Security Program, From 09.01.22 to 02.28.25, Award No. 22-SR 8851-02

Maryland
DEPARTMENT OF EMERGENCY MANAGEMENT

2022 Sub-Recipient Agreement

for

Kent County, County Commissioners of

Date of Award
9/26/2022

1. Sub-Recipient Name and Address	2. Prepared by: *Majette , Ashley*	3. MEMAGMS Award Number: 22-SR 8851-02
Kent County, County Commissioners of	**4. Federal Grant Information**	
	Federal Grant Title:	**State Homeland Security Grant Program**
	Federal Grant Award Number/CFDA Number:	EMW-2022-SS-00009-S01 SHSP / 97.067
	Federal Granting Agency:	U.S. Department of Homeland Security

5. Award Amount

Total Award Amount	2022 State Homeland Security Program
$93,472.00	**Performance Period:** FROM Sep 1, 2022 – Feb 28, 2025

6. Statutory Authority for Grant: This project is supported under the Homeland Security Act of 2002 as amended as amended (Public Law 107-296),(6USC603)
Appropriations Authority for Grant: The Department of Homeland Security Appropriations Act, 2017

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at https://www.sam.gov/content/exclusions

9. Agency Approval

Approving SAA Official:	Signature of SAA Official:
Robert Poler, Chief Finance Officer Maryland Department of Emergency Management DBA Maryland Emergency Management Agency	Date:

10. Sub-Recipient Acceptance

I have read and understand the attached Special Terms and Conditions and Certifications and Assurances.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
P.Thomas Mason, President County Commissioners of Kent County	P. Thomas Mason

11. Enter Federal Employer Identification Number (FEIN) and DUNS number:	12. Date Signed :
526000974	10/25/2022

13. DUE DATE: 10/26/2022

Signed award must be returned to the SAA on or before the above due date.

AGREEMENT ARTICLES Homeland Security Grant Program
GRANTEE: Maryland Department of Emergency Management
dba Maryland Emergency Management Agency
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2022-SS-00009-S01

TABLE OF CONTENTS

Article I Summary Description of Award

Article II DHS Standard Terms and Conditions Generally

Article III Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

Article IV General Acknowledgements and Assurances

Article V Acknowledgement of Federal Funding from DHS

Article VI Activities Conducted Abroad

Article VII Age Discrimination Act of 1975

Article VIII Americans with Disabilities Act of 1990

Article IX Best Practices for Collection and Use of Personally Identifiable Information

Article X Civil Rights Act of 1964 - Title VI

Article XI Civil Rights Act of 1968

Article XII Copyright

Article XIII Debarment and Suspension

Article XIV Drug-Free Workplace Regulations

Article XV Duplication of Benefits

Article XVI Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Article XVII Energy Policy and Conservation Act

Article XVIII False Claims Act and Program Fraud Civil Remedies

Article XIX Federal Debt Status

Article XX Federal Leadership on Reducing Text Messaging while Driving

Article XXI Fly America Act of 1974

Article XXII Hotel and Motel Fire Safety Act of 1990

Article XXIII John S. McCain National Defense Authorization Act of Fiscal Year 2019

Article XXIV Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Article XXV Lobbying Prohibitions

Article XXVI National Environmental Policy Act

Article XXVII Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article XXVIII Non-Supplanting Requirement

Article XXIX Notice of Funding Opportunity Requirements

Article XXX Patents and Intellectual Property Rights

Article XXXI Procurement of Recovered Materials

Article XXXII Rehabilitation Act of 1973

Article XXXIII Reporting of Matters Related to Recipient Integrity and Performance

Article XXXIV Reporting Subawards and Executive Compensation

Article XXXV Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXVI SAFECOM

Article XXXVII Terrorist Financing

Article XXXVIII Trafficking Victims Protection Act of 2000 (TVPA)

Article XXXIX Universal Identifier and System of Award Management

Article XL USA PATRIOT Act of 2001

Article XLI Use of DHS Seal, Logo and Flags

Article XLII Whistleblower Protection Act

Article XLIII Environmental Planning and Historic Preservation (EHP) Review

Article XLIV Applicability of DHS Standard Terms and Conditions to Tribes

Article XLV Acceptance of Post Award Changes

Article XLVI Disposition of Equipment Acquired Under the Federal Award

Article XLVII Prior Approval for Modification of Approved Budget

Article XLVIII Indirect Cost Rate

Article XLIX HSGP Performance Goal

Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $7,074,841 and Urban Area Security Initiative (UASI) funding in the amount of $3,800,000 (Baltimore Urban Area, $3,800,000). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United

States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

1. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
2. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
3. By accepting this agreement,recipients,and their executives,as defined in 2 C.F.R.section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any DHS and Maryland Department of Emergency Management (MDEM) compliance reviews or compliance investigations conducted by DHS.
2. Subrecipients must give DHS and MDEM access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term

applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article V - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VI - Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX - Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients and subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XIX - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XX - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXI - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:

https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXV - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVI - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVIII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXIX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXX - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXI - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXII - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards: Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For

awards by the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in DHS/ FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for DHS/ FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXVI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons: Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders.

To access the FEMA EHP screening form and instructions, go to the MEMAGMS > Admin Menu > Forms Manager. In order to initiate EHP review of your project(s), subrecipients must complete all relevant sections of this form and submit to janet.moncrieffe@maryland.gov & copy grants.mdem@maryland.gov along with all other pertinent project information.

The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, the applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian

tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLV - Acceptance of Post Award Changes

In the event DHS/ FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please contact the Maryland Department of Emergency Management (MDEM) Grants Division at 410-517-3600 or email Grants.mdem@maryland.gov.

Article XLVI - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from DHS/ FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/ FEMA approved budget for this award, you must request prior written approval from MDEM where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, DHS/FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from MDEM where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget MDEM last approved. For purposes of awards that support both construction and non-construction work, MDEM is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the subrecipient to obtain prior written approval before making any fund or budget transfers between the two types of work. You must report any deviations from your approved budget in the first Federal Financial Report (SF-425) with your Quarterly Status Report (QSR) following any budget deviation, regardless of whether the budget deviation requires prior written approval.

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Article XLVIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by DHS/ FEMA and included in the award file.

Article XLIX - Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, subrecipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

#6 - Betterton Still Pond Lions Club, Combined Gaming Devices, November 12, 2022
10/25/2022
County Commissioners Meeting

ATTACHMENTS:

Description

23-2022 Betterton Still Pond Lions Club, Combined Gaming Devices, November 12, 2022 Raffle Permit

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600

E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

MULTIPLE GAMING DEVICE
AND
RAFFLE PERMIT

PERMIT NO. **23-2022**

Name of Organization: **BETTERTON STILL POND LIONS CLUB**
11389 Urieville Lane
Worton, MD 21678

Responsible Person: **Charles A. Gloyd**
11389 Urieville Lane
Worton, MD 21668

Approved by the Board of County Commissioners: **October 25, 2022**
Activity Permitted:

(1)	Multiple Gaming Device	☐
(2)	Combination Multiple Gaming Device/Raffle	☒
(3)	Raffle Only	☐
(4)	"50/50" UP TO $100 per regular business meeting	☐

Location of Activity: **Betterton Fire Hall, Betterton, MD 21610**
Date & Time of Activity: **November 12, 2022 5:30pm – 9:30pm**

COMMENTS/CONDITIONS:

_____

_____

***Within thirty (30) days after the permitted activity, the organization must submit a "Net Profit Statement" (copy attached) to the County Commissioners' Office.**

County Administrator	**October 25, 2022**
Authorized Signature	Title	Date

THE COUNTY OF KENT IN THE PROVINCE OF MARYLAND

Betterton Still Pond Lions Club, Beer and Wine, November 12, 2022
10/25/2022
County Commissioners Meeting

ATTACHMENTS:

Description

4855 Betterton Still Pond Lions Club, License

№ 4855

STATE OF MARYLAND

ALCOHOLIC BEVERAGE LICENSE

BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

SPECIAL CLASS "C" PER DIEM LICENSE

_____ Beer ___X___ Beer and Wine _____ Beer, Wine, Liquor

Effective Date(s): **November 12, 2022**

Cost: **$15.00**

****

This is to certify that: **Terry Rabinowitz, Board Member**
Charles A. Gloyd, King Lion
Deborah Cornelius, Treasurer

Club, Society, or Association: **Betterton Still Pond Lions Club**
Address of Club, Society, or Association: **11389 Urieville Lane, Worton, MD 21678**

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated.

Location of event: **Betterton Fire Hall, Betterton, MD 21610**

This license is issued under Authority of the Alcoholic Beverages Article of the Annotated Code of Maryland.

Issued the 25th day of October, 20 22

License fee **$15.00**

Patricia Merritt

Kent County Chief Finance Officer

The license holder shall display the license conspicuously at the licensed premises during the date(s) of the event.

Desiree Jefferson, Youth Program Director, His Hope Ministries
10/25/2022
County Commissioners Meeting

Item Summary:
National Homeless Youth Awareness Month - November

ATTACHMENTS:

Description

10.25.22 Proclamation, 2022 National Homeless Youth Awareness Month

Kent County, Maryland

Proclamation

National Homeless Youth Awareness Month
November

WHEREAS, The Kent County Commissioners office proclaims the month of November as National Homeless Youth Awareness Month; and

WHEREAS, The purpose of National Homeless Youth Awareness Month is to raise awareness and educate the citizens of Kent County about the homeless youth crisis, the issues that these young people face, the many reasons young adults (18-24) are homeless, and the role citizens play in ending youth homelessness; and

WHEREAS, His Hope Ministries is committed to providing emergency shelter, supportive services, as well as meals to young adults (18-24), individuals and families in Kent County, particularly during the COVID-19 pandemic, and

WHEREAS, The intent of National Homeless Youth Awareness Month is consistent with the activities of His Hope Ministries and all His Hope Ministries Programs.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim November 2022, as "**Homeless Youth Awareness Month**", in Kent County, and ask all citizens to recognize that many people do not have housing and need support from people and organizations in their communities.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

October 25, 2022

Lori Sappington, Committee Member, Family Court Awareness Committee
10/25/2022
County Commissioners Meeting

Item Summary:
Family Court Awareness Month - November

ATTACHMENTS:

Description

10.25.22 Proclamation, 2022 Family Court Awareness Month

Kent County, Maryland

Proclamation

Family Court Awareness Month
November

WHEREAS, The mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children; and

WHEREAS, FCAMC is fueled by the desire to create awareness and change in the family court system for the children ordered into unsupervised contact with physically or sexually abusive parents, while honoring the hundreds of children who have been reported as murdered during a visitation with a dangerous parent; and

WHEREAS, The FCAMC's goal is to increase awareness on the importance of empirically based education and training on domestic violence, childhood trauma, child sexual abuse, coercive control, post separation abuse for all professionals working on cases within the family court system; and

WHEREAS, The importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value; and

WHEREAS, FCAMC strives to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a component to making decisions that are truly in the best interest of the children.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim November 2022, as **"Family Court Awareness Month"**, and encourage all citizens to support their local communities' efforts to prevent the harm of children in the hands of family members and to honor and value lives of children.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

October 25, 2022

Emergency Services 9-1-1 Dispatch Center Employee Recognitions
10/25/2022
County Commissioners Meeting

Item Summary:
Certificates of Recognition

ATTACHMENTS:

Description

10.25.22 Kent County 9-1-1 Specialist - Brenda Brown Certificate of Recognition

10.25.22 Kent County 9-1-1 Specialist - Richard Dowling Certificate of Recognition

10.25.22 Kent County 9-1-1 Specialist - Christine Higgs Certificate of Recognition

Certificate of Recognition

This is to certify that

Brenda Brown

is hereby recognized

for her outstanding service on January 21, 2022, by handling numerous 9-1-1 calls regarding a fire at Family Dollar, Washington Square Shopping Center in Kent County. We wish to express our sincere gratitude for your steadfast dedication and expeditious efforts to dispatch emergency service personnel to assist at the scene. Your diligence and quick actions are greatly appreciated.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

October 25, 2022

Certificate of Recognition

This is to certify that

Richard Dowling

is hereby recognized

for his outstanding service on January 21, 2022, by handling numerous 9-1-1 calls regarding a fire at Family Dollar, Washington Square Shopping Center in Kent County. We wish to express our sincere gratitude for your steadfast dedication and expeditious efforts to dispatch emergency service personnel to assist at the scene. Your diligence and quick actions are greatly appreciated.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

October 25, 2022

Certificate of Recognition

This is to certify that

Christine Higgs

is hereby recognized

for her outstanding service on January 21, 2022, by handling numerous 9-1-1 calls regarding a fire at Family Dollar, Washington Square Shopping Center in Kent County. We wish to express our sincere gratitude for your steadfast dedication and expeditious efforts to dispatch emergency service personnel to assist at the scene. Your diligence and quick actions are greatly appreciated.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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

October 25, 2022

Wayne Darrell, Director, Emergency Services
10/25/2022
County Commissioners Meeting

Item Summary:
EMS Medical Director

ATTACHMENTS:

Description

EMS Medical Director Sealed Proposal RFP # ES 23-05

UNIVERSITY of MARYLAND
SHORE MEDICAL CENTER
AT CHESTERTOWN

100 Brown Street
Chestertown, Maryland 21620

Received
10/11/22 @
10:45 am
JLC

Sealed Bid for
ES # 23-05
Kent County, MD

THE COMMISSIONERS OF KENT COUNTY, MARYLAND

REQUEST FOR PROPOSAL

ES 23-05

EMS MEDICAL DIRECTOR SERVICES

Director of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

SCHEDULE

RFP # ES 23-05

Date	Step
October 3, 2022	Application packet available; Post on County Website.
October 13, 2022	Application Deadline: 11:00 a.m.
October 17, 2022	Search Committee reviews applications and conducts initial interviews.
	Commissioners receive list of finalists from Search Committee and discuss in closed session.
	County Commissioners interview finalists, make and announce their selection, and direct staff to negotiate an employment contract with the successful candidate.
	New EMS Medical Director begins employment with the County.

SECTION A. GENERAL MATTERS

1. Summary

Kent County, Maryland is seeking proposals for the position of Emergency Medical Services (EMS) Medical Director. This is a Contractual position. The Medical Director is an important leader in the County's Emergency Medical Services system and works collaboratively with the County government's Emergency Services staff, volunteer fire companies, and State agencies to support an EMS system that provides the highest quality of patient care.

Kent County government is led by a tri-member Board of County Commissioners, which fulfills both legislative and executive functions. The Emergency Services ("OES") Department consists of 35 full- and part-time employees, and is responsible for emergency management, emergency and 9-1-1 communications, and emergency medical services. The three (3) focus areas are overseen by Division Chiefs, who operate under the supervision of the Director of Emergency Services.

2. Issuing Office

Michael S. Moulds, P.E.
Director of Kent County Public Works
709 Morgnec Road
Chestertown, MD 21620

Telephone #: (410) 778-2600
mmoulds@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the Contractor.

4. Questions and Inquiries

All questions and inquiries regarding the terms of this RFP should be submitted in writing and directed to the Director of Purchasing identified in Section A.2.

Please refer any questions to: Michael S. Moulds P.E., Director of Public Works
Kent County Department of Public Works
Phone: 410-778-2600
Email: mmoulds@kentgov.org

Questions must be received by the close of business on October 7th, 2022. A summary of questions and answers will be emailed to all others known to have received the RFP.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-proposal meeting (if scheduled) are not binding and reliance should not

be placed on the same.

5. **Submission Deadline and Instructions**

All proposals/applications must arrive at the Attention of the Director of Purchasing ("Issuing Office") by October 13th, 2022, no later than 11:00 A.M. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Respondents are cautioned that applications mailed, shipped by express, sent by courier, or hand-delivered to arrive the day of the application deadline must be in the hands of the Issuing Office no later than 11:00 a.m. on the date specified. Proposals received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the following address:

Director of Purchasing
Issuing Office
Kent County Department of Public Works
709 Morgnec Road
Chestertown, Maryland 21620-1312

RESPONDENTS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR DELIVERY ON THE APPLICABLE DATE.

PROPOSALS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY PROPOSALS DELIVERED TO ANY OTHER LOCATION THAN THE ISSUING OFFICE OF THE DIRECTOR OF PURCHASING, WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED PROPOSAL

FOR KENT COUNTY – RFP # ES 23-05

Please note that if a proposal is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear, a response may be misrouted or delayed in opening. The respondent takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A PROPOSAL AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

6. **Duration of Offer**

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable

for ninety (90) days following the closing date. This period may be extended only with the respondent's written agreement.

7. Withdrawal of Proposals

A respondent may withdraw their proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

8. Public Inspection of Proposals

If the respondent designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions. The applicant shall include with this designation a statement that explains and supports for firm's claim that the proposal items identified as confidential contain trade secrets or other proprietary data.

9. Changes in Contract Documents

Changes to contract documents shall be made only in writing and copies will be emailed, faxed, or mailed to all known prospective respondents. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the applicant or relieve him of fulfilling any of the conditions of the contract.

10. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or are known otherwise by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

11. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

12. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any or all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

13. Disqualification of Proposals

Any one or more of the following causes may be considered sufficient for the disqualification of an applicant and the rejection of their proposal(s):

A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
B. Evidence of collusion among respondents.

C. Unsatisfactory performance record as evidenced by past experience.
D. The unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
E. If there are any unauthorized additions, interlineation, conditional, or alternate proposals or irregularities of any kind which may render the proposal incomplete, indefinite, or ambiguous as to its meaning.
F. Non-attendance of mandatory pre-proposal meetings may be cause of disqualification.

14. Proposal Opening

All proposals will be opened, witnessed, and publicly acknowledged by designated County staff at 11:00 a.m. on October 13th, 2022 at 709 Morgnec Road, Chestertown, Maryland, 21620. All applicants will be recorded, and proposals will be reviewed by the hiring office. This will be a closed event and is not open for public admittance.

15. Omission of Specifications

The omission of any requirements, specifications, or details of any specifications which would normally apply to the products or service herein stated, shall not relieve the respondent from fulfilling the requirements or specifications necessary to provide a finished product or services best suited for the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

16. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

17. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

18. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this Request for Proposal become the property of the County.

All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.

19. Failure to Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due to the offeror under the contract or other contracts with the County.

20. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this proposal if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond its control such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

21. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

22. Agreement/Contract

Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the County and shall contain, at a minimum, applicable provisions of the Request for Proposal. The County reserves the right to reject any agreement that does not conform to the Request for Proposal and any County requirements for agreements and contracts.

23. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

24. Contract Award

It is the intent of the County to award a contract to the most qualified respondent within thirty (30) calendar days following proposal opening; however, the County requires respondents to sign the "Standard Proposal Acceptance" form to guarantee their proposal for a period of ninety (90) days following the opening date. The County reserves the right to reject any and/or all proposals.

The County also reserves the right to further negotiate further the terms of the contract, including the award amount, with the selected proposal prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected proposal, the County may negotiate a contract with the next selected proposals, and so on. The County reserves the right to negotiate with the respondent whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

25. Term

The term of this contract shall be one (1) year from the Notice to Proceed. The contract shall automatically

renew for up to four (4) additional one-year terms. Pricing shall remain fixed during the initial contract terms and subsequent renewal terms provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

26. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Respondents, Submittal Forms, Requirements and Specifications, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

27. Termination for Convenience

Contracts shall remain in effect for the time duration and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of termination.

28. Termination for Cause

If, for any reasons or through any cause, the Contractor fails to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by the Contractor under this Contract shall, at the option of the County, become property of the County. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

29. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each respondent shall verify through execution of the proposal form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

30. Kent County Ethics Ordinance

By submitting a proposal in response hereto, the respondent acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, any conflict of interest which may exist or arise under Chapter 29 if the respondent is awarded a contract, and of giving any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk of the County Commissioners at 410-778-4600 or can be found online through the County's website at http://www.kentcounty.com/ .

SECTION B. PROPOSALS AND RELATED MATTERS

1. Pre-Proposal Meeting

There will be no Pre-Proposal Meeting

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. RFP Notice Disclaimer

The mailing of RFP solicitations (notices) to incumbent and/or potential Contractors of goods and services is a courtesy extended by the County, as well as a method for generating interest among Contractors. For purposes of application opportunities, generally, interested Contractors should rely on the public notices published on the County website and the eMaryland Marketplace

5. Exceptions to Proposal Specifications

Any respondent taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in, the sealed proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL NOT IN CONFORMANCE WITH RFP REQUIREMENTS AND MAY REJECT SUCH PROPOSALS WITHOUT COMMENT OR REVIEW. RESPONDENTS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

6. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," to which policy the successful respondent must strictly adhere. Prospective Offerors are cautioned to make themselves familiar with the policy. **Respondents must state in their Proposal whether or not they have a drug abuse program in effect.**

7. Immigration Law Compliance

By submitting and signing a proposal, each applicant hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

8. Federal Taxpayer Identification Certificate (W-9)

All first-time, successful, business-based applicants doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate – W-9". If the successful applicant is individual or non-business-based, they may be required to provide a copy of their Social Security Card to the hiring office during new hire orientation.

SECTION C. JOB SPECIFICATIONS

1. Kent County EMS System

Kent County is recognized by the Maryland Institute for Emergency Medical Services Systems (MIEMSS) as a single jurisdiction and EMS operational program. Within this program there are 3 distinct components:

A. 7 individual Volunteer Fire Companies with a combined total of approximately 155 licensed EMS providers.

B. The Department of Emergency Services EMS Division, employing approximately 15 full- and part-time EMT-Ps and 8 full- and part-time EMT-Bs.

C. The Department of Emergency Services Communications Division, employing approximately 16 full- and part-time Emergency Medical Dispatchers, many of whom are dually trained as EMT-Bs.

The EMS system operates a variety of units in order to provide efficient delivery of patient care.

A. 4 Volunteer Fire Company owned/operated ALS/BLS equipped ambulances.
B. 4 Volunteer Fire Company owned/operated BLS assist units.
C. 6 OES/EMS Division ALS equipped Chase Vehicles and 1 ALS ambulance

A varied staffing configuration exists due to a volunteer/career combination that includes volunteer duty crews, paid Volunteer Fire Company staffing, and incentive programs. The OES/EMS Division maintains a minimum of two career ALS chase units staffed daily. The EMS system overall responds to approximately 3,000 EMS calls per year.

Kent County has a hospital with emergency room services, located in Chestertown, Maryland. Patients from Kent County are also routinely transported to 7 different local facilities on the Eastern Shore, 3 of which are located in Delaware. EMS transport times average from 15-60 minutes, with longer transports for special referral for trauma, STEMI, burn, and pediatric patients. Due to these extended ground transport times, Maryland State Police Aviation Division aircraft are often used for transport to specialty referral centers.

Annual budgets include various sources of revenue. County Government provides direct support to the volunteer fire companies via annual allotments. The County Office of Emergency Services EMS Division receives $1,115,000. County-wide billing for transport services generates annual income to the volunteer fire companies and approximately $63,000 to the County government to offset EMS costs.

2. Medical Director Duties of the Position

The Medical Director is responsible for prospective and retrospective medical oversight of the local Emergency Medical Services operational program, including credentialing, medical quality assurance, education, and planning. The Medical Director also collaborates with the Director of Emergency Services and volunteer fire and EMS leadership to enhance the delivery of emergency medical services within the county.

Specifically, the Medical Director duties outlined in the Code of Maryland Regulations (COMAR) are:

A. Be responsible for providing medical oversight of patient care, including emergency medical dispatch, in the EMS operational program.

B. Approve, participate in, and provide medical expertise for the EMS operational program in:

1) A comprehensive quality assurance plan covering all aspects of EMS patient care, including emergency medical dispatch under COMAR 30.03.04,
2) Standard operating procedures for the EMS operational program under the Maryland Medical Protocols for Emergency Medical Services Providers,
3) Appropriate EMS provider remedial and continuing educational programs,
4) Credentialing of EMS providers,
5) Timely review and approval of medical equipment used by the EMS operational program to implement the Maryland Medical Protocols for Emergency Medical Services Providers, and
6) All aspects of the EMS operational program which impact patient care, including planning, development, and operations.

C. Provide timely approval of applications to MIEMSS for licensure and certification and renewal of licensure and certification for all EMS providers affiliated with the EMS operational program.

D. Review patient care disciplinary matters in accordance with COMAR 30.02.05 concerning EMS providers affiliated with the EMS operational program.

E. Provide a liaison to the medical community, as well as regional and State EMS medical directors. Be licensed to practice medicine by the Maryland Board of Physicians. (Practitioners licensed in other states are welcome to apply but must be licensed in Maryland prior to appointment).

F. Be familiar with the design and operation of EMS operational programs and systems including medical dispatch and communications.

G. Have experience in and current knowledge of emergency care of patients who are acutely ill or injured.

H. Possess current knowledge of the Maryland EMS System.

I. Board certification in the individual's area of specialty.

J. Demonstrated ability to effectively train and teach people at a variety of levels.

K. Familiarity with pre-hospital emergency care.

3. Education and Experience

A. Board certification in emergency medicine by the American Board of Emergency Medicine or the American Osteopathic Board of Emergency Physicians;

B. Experience as an ACLS and PALS instructor;

C. Fellowship Training in EMS Medical Direction; and

D. Direct experience with EMS systems or services.

4. Skills, Knowledge, Abilities, and Personal Characteristics

A. Exceptional communication skills and an understanding of the need for frequent communication and feedback;

B. The ability to clearly articulate, both orally and in writing, policies and protocols for a diverse audience;

C. The ability to render objective recommendations and decisions in the face of a wide variety of sometimes competing interests and perspectives;

D. A desire to work directly with service providers to evaluate opportunities for training, inform policy and protocol development, and improve patient care and system oversight;

E. The ability to relate to, and develop effective working relationships with, County officials, staff and service providers, volunteer fire and EMS service providers and leadership, State EMS agencies, local hospital emergency departments and healthcare organizations, and other local governments and agencies;

F. A style of decision making that is objective, flexible, and open to input;

G. Thorough knowledge, or the ability to acquire such knowledge, of the regulations, protocols, laws, and statutes of the State of Maryland and the County relating to the provision and delivery of Emergency Medical Services.

H. A commitment to honesty and integrity and the demonstration of the highest standard of personal and professional ethics and conduct.

I. A demeanor that is open, friendly, approachable, and personable;

J. An approach to the position that values teamwork, shares information willingly, and encourages an open and transparent system of service; and

K. A high level of interest in emergency medical services and enthusiasm toward the position of Medical Director, and a willingness to be an advocate for the EMS system and the patients it serves.

5. Compensation & Employment Status

This is a Contractual position. The Medical Director will receive an annual stipend of Fourteen Thousand Four Hundred Dollars ($14,400.00), payable semi-annually. The Medical Director will receive reimbursement for necessary insurance and reasonable other expenses, in accordance with County's policies.

The Medical Director shall reside within the central Delmarva region and be readily accessible for onsite consultation and meetings.

6. Performance and Appraisal

The Medical Director operates under the day-to-day supervision of the Director of Emergency Services. The Medical Director will be evaluated annually by the Director of Emergency Services through a 360-degree performance review process that will include career and volunteer service providers, EMS system partners, and the County Commissioners.

SECTION D. PROPOSAL FORMS

KENTCOUNTY, MARYLAND
EMS MEDICAL DIRECTOR

1. Application Materials

A. Hiring Process and General Timeline

The County Commissioners will utilize a thorough, multi-step review process in order to select the best Contractor for the position.

A Review Committee comprised of the County Administrator, the Director of Human Resources, and the Director of Emergency Services will undertake an initial review of proposals using their judgment and experience. The Review Committee will identify the best qualified proposals and conduct interviews. The Director of Human Resources will conduct reference checks on the potential short list of proposals and consult with the Review Committee regarding the results, if necessary. The Review Committee will forward a list of their recommendations to the County Commissioners for a final selection. There is no guarantee that any applicant will be recommended.

B. Instructions to Applicants

Respondents must submit all the materials listed below in order to be considered. Submittals may be sent electronically, but an original, signed hard copy of the Applicant Certification and Authorization Form must be mailed to the address indicated on the form. **Applications will not be considered complete until this form is received.**

Please submit the following:

1) Letter of Interest
2) Curriculum Vitae, which should include at least three professional or personal references
3) Applicant Certification and Authorization Form

C. Applicant Certification and Authorization Form

GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND CONTRACTOR

("General Conditions")

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 sufficient 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 arising 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 DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, 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 DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING 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 DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause 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 DIRECTOR OF PURCHASING. 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;

(4) serve as records custodian for this contract;

(5) accept or reject the Contractor's performance;

(6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices 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 AND 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 DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. 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 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 in the contract, including any terms, conditions, documents or exhibits thereto, and these General 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 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 in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and 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. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General 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 among the contract documents, such matters shall be resolved in favor of the following priorities:

A. ***Any term or condition specifically provided for in a contract 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 interest of qualifications, invitation to apply, or other document specifying with particularity the County's terms and conditions.***

C. ***These General 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 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, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

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 Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

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 costs, 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 keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including 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 DIRECTOR OF PURCHASING 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 (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, 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 that would be incurred by the County, whether the costs are actually incurred or not, 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, which costs or items acquired by such costs 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 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.

Dawson Hunter, Housing and Transportation Coordinator, Economic and Tourism Development
10/25/2022
County Commissioners Meeting

Item Summary:
Data Review, Rock Hall-Tolchester-Chestertown Summer 2022 Shuttle

ATTACHMENTS:

Description

Rock Hall Shuttle - 2022 Season Summary

Rock Hall Shuttle - 2022 Financial Summary

Rock Hall-Chester-Tolchester Shuttle

Statistics from May 27 - October 9

		Per Week				
Total Passengers	2513	125.65		**Originated**		
Total Rides	5361	268.05		Chestertown	229	**9.11%**
Unfilled Requests	263	13.15		Rock Hall	2237	**89.02%**
				Tolchester	47	**1.87%**
Destination				**Destination Type**		
Chestertown	111	**4.42%**		Restaurant	1123	**44.69%**
Rock Hall	2361	**93.95%**		Shopping/Grocery	268	**10.66%**
Tolchester	22	**0.88%**		Inn	21	**0.84%**
Other	19	**0.76%**		Marina	427	**16.99%**
				Entertainment/Events	602	**23.96%**
				Private Residence	38	**1.51%**
				Work	22	**0.88%**
				Other	12	**0.48%**
					2513	
Day of Week				**TIme of Day**		
Monday	17	**0.68%**		Before Noon	507	**20.18%**
Tuesday	6	**0.24%**		Noon-5:00PM	683	**27.18%**
Wednesday				After 5:00PM	1323	**52.65%**
Thursday	20	**0.80%**			2513	
Friday	656	**26.10%**				
Saturday	1523	**60.60%**				
Sunday	291	**11.58%**				
	2513					
Busiest Initial Pick Up Locations	570					**Per Week**
Haven Harbour North	103	18.07%		**Total Initial Pick Ups**	570	28.5
Haven Harbour South	93	16.32%		**Total Pick Ups**	1038	51.9
Private Residences	78	13.68%				
Rock Hall Landing	58	10.18%				
Osprey Point	50	8.77%				
North Point Marina	25	4.39%				
		71.40%				
Busiest Destinations				**Other**		
Watermans	341	13.57%		Rolphs Wharf Road	3	
Harbour Shack	276	10.98%		Cambridge	2	
Blue Heron	262	10.43%		Georgetown Yacht Basin	2	
Main Street	245	9.75%		BWI	1	
Haven Harbor South	235	9.35%				
Haven Harbour North	98	3.90%				
		57.98%				
Events						
Scrapple Fest	101					
Fall Fest	84					
July 3 Waterman	59					

Rock Hall-Chestertown-Tolchester Shuttle

Operating Finances from May 27 - October 3

Total Ticket Revenue	$14,750.00		$14,750.00
Expense	*** Prorated Per Diem**		**Actual**
Drivers (735.5 hours)	$14,710.00		$14,710.00
Fuel	$4,131.00		$4,131.00
Insurance	$1,271.23		$2,980.82
Maintenance	$846.58		$2,012.05
Depreciation	$1,589.04		$3,726.03
Net Income	**-$7,797.85**		**-$12,809.90**

* All insurance, maintenance and depreciation expenses have bee prorated for only the actual days of shuttle use.

Total Finances from May 27 - October 3

REVENUES			
Ticket Sales	$14,750.00		$14,750.00
County Support	$15,000.00		$15,000.00
Business Support	$9,650.00		$9,650.00
Total Revenues	$39,400.00		$39,400.00
EXPENSES			
Operating	$22,547.85		$27,559.90
Non-Driving Hours	$2,400.00		$2,400.00
Auto/Travel Expenses	$268.75		$268.75
Office Supplies	$134.59		$134.59
Total Expenses	$25,351.19		$30,363.24
Net Income	**$14,048.81**		**$9,036.76**

Local Management Board
10/25/2022
County Commissioners Meeting

Item Summary:
Administrative Assistant I Vacancy

ATTACHMENTS:
Description

Grounds Maintenance
10/25/2022
County Commissioners Meeting

Item Summary:
FY2023 Turf Tractor Purchase

ATTACHMENTS:
Description

American Rescue Plan Act (ARPA) Funds Spend Plan
10/25/2022
County Commissioners Meeting

ATTACHMENTS:

Description

10-18-2022 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
10/18/2022

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	
AV System	Information Technology	67,429	10/26/21	67,429	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	262,227	12/14/21	262,227	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		*652,897*			
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		*15,000*			
Worton WWTP Lagoon Sludge Removal Contract		*1,000,000*			
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		*35,000*			
Kennedyville Pump Station #2 Construction		*450,000*			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	*40,000*	10/25/22		
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		$ 3,985,908		$ 1,483,011	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		$ (219,131)		$ 2,283,766	

Mike Moulds, Director, Public Works
10/25/2022
County Commissioners Meeting

Item Summary:
Bid Award and Contract Approval

ATTACHMENTS:
Description

Procedures For Public Comment
10/25/2022
County Commissioners Meeting

ATTACHMENTS:

Description

10.25.22 Public Comments Sign In Sheet

Press and Public Comments 2022

PUBLIC COMMENTS
SIGN IN SHEET
October 25, 2022

NAME **(please print)**	ADDRESS	TOPIC

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

Cindy Stone, Director, Community Development Programs, Maryland Department of Housing and Community Development
10/25/2022
County Commissioners Meeting

Item Summary:
Maryland Community Development Block Grant Project

ATTACHMENTS:

Description

10.25.22 Cindy Stone, Director, Community Development Program, Maryland Department of Housing and Community Development, 50% Expenditure Deadline, MD CDBG Program, Grant No. CV-1-7 Legal Services

Maryland
DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT

LARRY HOGAN
Governor
BOYD K. RUTHERFORD
Lt. Governor
KENNETH C. HOLT
Secretary

October 14, 2022

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

Re: 50% Expenditure Deadline
Maryland Community Development Block Grant Program
Grant Number: CV-1-7 Legal Services

Dear President Mason:

This letter is in response to your recent letter regarding the above referenced Maryland Community Development Block Grant project. CDBG policy requires that a minimum of 50% of grant funds ($67,123.20) must be expended by October 1, 2022.

Per your letter, County staff stated that the County has spent $58,730 to date, which is 43% of the total award, and that the County will not be able to meet the deadline while it resolves documentation issues with the grant subrecipient Maryland Rural Development Corporation (MRDC).

The County's request to waive any penalty is approved. Progress of the project will be evaluated by December 31st, 2022. No amendment is needed at this time.

If you have any questions or concerns, please contact your Project Manager, Justin Fair, via the office phone number, 301-429-7499. Thank you for your time and attention to this matter.

Sincerely,

Cindy Stone
Director
Community Development Programs

cc: William Mackey, County
Justin Fair, CDBG

County Commissioners
Office
Date 10-19-22 LJC

Contingency and Use of Fund Balance Report
10/25/2022
County Commissioners Meeting

ATTACHMENTS:

Description

10-18-2022 Commissioner Report Contingency

FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
October 18, 2022

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
6/14/22	Upper Shore Aging	$ 15,000	To secure a grant funded prgram
6/14/22	Circuit Court/Building and Grounds	25,000	Arch Design-lobby expansion design phase
8/9/22	Circuit Court/Building and Grounds	11,291	Asbestors Abatement - Court House - asbestors insulation around exposed heat pipes
9/6/22	Kent Ag Center, Inc.	9,600	Kent Ag Center-pavilion electrical work
9/6/22	LPPI Parks	20,000	Worton Park multipurpose field lighting project
9/6/22	Kent Ag Center, Inc.	1,000	Kent Ag Center-asbestos assessment report of two buildings at Kent Ag Center
9/27/22	Kent Ag Center, Inc.	1,625	Kent Ag Center-asbestos assessment report of two buildings at Kent Ag Center
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TOTAL		**$ 83,516**	
BEGINNING CONTINGENCY BUDGET		**$ 400,000**	
ENDING CONTINGENCY BALANCE		**$ 316,484**	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/20/22	Detention Center	$ 16,794	Opioid Use Disorder (OUD) Treatment Initiative. additional costs of employee benefits.
TOTAL		**$ 16,794**	

USE OF FUND BALANCE

Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.