

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

October 17, 2023

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

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

Public Notices

Legislative Bond Initiatives Requests

Public Hearing Notice

Code Home Rule 5-2023 Outdoor Retreats In Rural Character, Rural Residential, and Community Residential Districts

Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, October 3, 2023

#2 - Liquor Minutes, October 3, 2023

#3 - Closed Session Minutes, October 3, 2023

Appointments

Dr. Karen Couch, Superintendent, and Kreigh Kirby, Accountant, Kent County Public Schools

FY2025 Capital Improvement Plan

Public Works Director

County Roads Division

FY2024 Roadway Line Striping Contract

Environmental Operations Division

Turners Creek Granary Removal

Environmental Operations Division

Wood Waste Processing Contract Approval

Water and Wastewater Division

Worton Spray Irrigation Field Agreement Renewal

Water and Wastewater Division

Kent County Comprehensive Water and Sewerage Plan

Water/Sewer Service Request Review Process

County Attorney

Thomas N. Yeager, County Attorney and Mike Moulds, Director, Public Works

Resolution 2023-17 Pertaining To The Amendment To The Kent County Comprehensive Water and Sewerage Plan

Thomas N. Yeager, County Attorney
Village at Kennedyville

Departmental Appointments

Lisa Mazingo, Director, Kent Family Center
FY2024 Maryland Family Network Contract

Lisa Mazingo, Director, Kent Family Center
FY2024 Memorandum of Understanding, Kent County Public Schools Judy Center
Early Learning Hubs

Rosemary Ramsey Granillo, Director Kent County Local Management Board
FY2024 Community Partnership Agreement

Rosemary Ramsey Granillo, Director Kent County Local Management Board
Minary's Dream Alliance/Academy After School Program Memorandum of Agreement
for Children's Cabinet Interagency Funding

Rosemary Ramsey Granillo, Director Kent County Local Management Board
Minary's Dream Alliance Teen Spaces Program Memorandum of Agreement for Safe
Summer Award Funding

Jamie Williams, Director and Katie Wright, Economic Development Manager, Economic and
Tourism Development

Economic Development Week in Maryland, October 23 - 27, 2023

Jamie Williams, Director, Economic and Tourism Development
Arts and Entertainment Property Tax Credit Approval for FY2023 and FY2024

Katie Wright, Economic Development Manager, Economic and Tourism Development
Maryland Agricultural and Resourced-Based Industry Development Corporation Grant
Agreement

Human Resources Director

Jim Miller, Director, Human Resources
Full-Time Paramedic Supervisor Vacancy

County Administrator

State's Attorney's Office for Kent County
Third Amendment to Lease

Cynthia Saunders, President, Friends of the Kent County Public Library
50th Anniversary Proclamation, Friends of the Kent County Public Library

County Administrator Report

Meeting Announcement, Maryland Department of Health
Community Overdose Action - Town Hall Series, October 24th 6:30 - 7:30
Email help.oocc@maryland.gov for more information.

Shelley Heller, County Administrator
Request For A Meeting

Letters for Signature

Planning Commission

Thank You For Your Interest Letter

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Kent County Office of Emergency Services

Sign Up For Kent County's CodeRED Emergency Communications Network

Visit www.kentcounty.com/oes

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Jim Miller, Director, Human Resources

Personnel

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

Jim Miller, Director, Human Resources

Personnel

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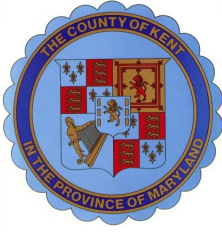
Ronald Fithian, President

Personnel

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(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.)



Legislative Bond Initiatives Requests 10/17/2023 County Commissioners Meeting

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

10.17.23 Legislative Bond Initiatives, Notice of Public Hearing



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

NOTICE OF PUBLIC HEARING

The County Commissioners of Kent County, Maryland will hold a public hearing on Tuesday, October 24, 2023, at 10:00 a.m., in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Kent County Government Center, 400 High Street, Chestertown, MD 21620. The purpose of the hearing is to review and receive comments on the proposed revisions or additions to Maryland law or Legislative Bond Initiative Requests for consideration to the County Commissioners.

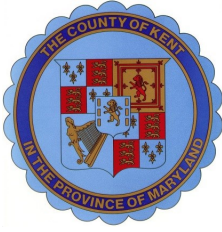
The meeting is open to the public. The agenda will be published at <https://www.kentcounty.com/commissioners/meeting-agenda> 24 hours in advance of the hearing. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, October 20, 2023.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston
Clerk

PUBLISH: KCN 10/19/23



**Code Home Rule 5-2023 Outdoor Retreats In Rural Character, Rural
Residential, and Community Residential Districts
10/17/2023
County Commissioners Meeting**

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

CHR Bill No. 5-2023 Outdoor Retreat In RC, RR, and CR, Public Hearing Notice

DRAFT Code Home Rule Bill 5-2023 Outdoor Retreat In RC, RR, and CR



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

October 3, 2023
Legislative Session Day

Legislative Session Day
October 3, 2023

CODE HOME RULE
BILL NO. 5-2023

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, in order to add a new land use and to permit said new use in certain districts as a special exception: (1) by adding "14.5 Outdoor Retreat" to Article V. District Regulations, Section 3. Rural Character, §3.3 Special Exceptions; (2) by adding "15.5 Outdoor Retreat" to Article V. District Regulations, Section 4. Rural Residential, §4.3 Special Exceptions; (3) by adding "12.5 Outdoor Retreat" to Article V. District Regulations, Section 6. Community Residential, §6.3 Special Exceptions; (4) by adding "25.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 6 Procedures; (5) by adding specific conditions for said new land use "34.5 Outdoor Retreat" to Article VII. Special Exceptions, Section 7 Special Exceptions; (6) by adding a new definition under "227.5 Outdoor Retreat" to Article XI. Definitions, Section 2. Definitions; and including one non-codified provision.

A hearing will be held on November 14, 2023, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Thursday, November 9, 2023.

A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com/commissioners/draft-legislation.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 10/19/23 & 10/26/2023

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

October 3, 2023
Legislative Session Day

Legislative Session Day
October 3, 2023

CODE HOME RULE
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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, October 3, 2023, ordered posted and public hearing scheduled on November 14, 2023, at 10:00 a.m. / p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on November 14, 2023. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on December 19, 2023, a legislative session day.

BILL NO. 5-2023

1

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

Strike through indicates matter deleted from existing law.

**A BILL ENTITLED CHR 5-2023 OUTDOOR RETREATS IN
RURAL CHARACTER, RURAL RESIDENTIAL, AND COMMUNITY RESIDENTIAL**

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND THAT THE KENT COUNTY LAND USE ORDINANCE IS HEREBY AMENDED AS FOLLOWS:

SECTION 1.

**ARTICLE V.
DISTRICT REGULATIONS**

SECTION 3. RURAL CHARACTER

...

3.3 Special Exceptions

...

13. Golf course, public or private

14. More than four horses and mules on land less than 20 acres in size

14.5 OUTDOOR RETREAT

15. Personal wireless facility tower

...

SECTION 2.

**ARTICLE V.
DISTRICT REGULATIONS**

SECTION 4. RURAL RESIDENTIAL

...

4.3 Special Exceptions

...

13. Golf course, public or private

14. Houses of worship

15. More than four horses and mules on land less than 20 acres in size

15.5 OUTDOOR RETREAT

16. *Private clubs*

...

BILL NO. 5-2023

2

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

SECTION 3.

ARTICLE V. DISTRICT REGULATIONS

SECTION 6. COMMUNITY RESIDENTIAL

...

6.3 Special Exceptions

...

11. Golf course, public or private

12. Houses of worship

12.5 OUTDOOR RETREAT

13. *Private clubs*

...

SECTION 4.

ARTICLE VII. SPECIAL EXCEPTIONS

SECTION 6. PROCEDURES

The application for a special exception shall include a site plan together with such data and information as may be required for a determination of the nature of the proposed use and its effect on the Comprehensive Plan, the neighborhood, and surrounding properties.

The Planning Director may hear and decide the following special exceptions:

1. Accessory storage structures

...

The Planning Commission shall review and send a recommendation to the Board of Appeals on the following special exceptions:

1. Aquaculture

...

24. Outdoor entertainment

25. Outdoor recreation, miniature golf, but not golf courses

25.5 OUTDOOR RETREAT

26. Personal wireless facility tower

...

BILL NO. 5-2023

CAPITALS & BOLD INDICATES MATTER ADDED TO EXISTING LAW.

~~Strike through~~ indicates matter deleted from existing law.

SECTION 5.

ARTICLE VII. SPECIAL EXCEPTIONS

SECTION 7. SPECIAL EXCEPTIONS

...

33. Outdoor entertainment in IV and IVCA

34. Outdoor recreation, miniature golf, but not golf courses, in V, IV, and IVCA.

34.5 OUTDOOR RETREAT IN RC, RR, AND CR PROVIDED:

- A. THE PROJECT SHALL BE LOCATED ON A PARCEL OF AT LEAST TEN ACRES.**
- B. THE NUMBER OF GUEST UNITS PROVIDED ON THE SITE IS LIMITED TO FIFTEEN EXCLUDING RESIDENT MANAGEMENT QUARTERS. THERE SHALL BE A MAXIMUM OF TWENTY STRUCTURES, INCLUDING THE GUEST UNITS, ON ANY PERMITTED SITE.**
- C. DINING SERVICES MAY BE PROVIDED ONLY TO GUESTS.**
- D. THE SITE HAS ACCESS TO A PUBLIC ROAD. THIS ACCESS MUST BE CAPABLE OF SUPPORTING THE PASSAGE OF EMERGENCY VEHICLES. THE BOARD MAY REQUIRE IMPROVEMENTS TO EXISTING ACCESS ROADS.**
- E. THERE SHALL BE SUFFICIENT ACREAGE FOR THE PROPOSED USE AND ACTIVITIES.**
- F. ADEQUATE LANDSCAPING SHALL BE PROVIDED TO SCREEN ALL PARKING AREAS FROM ADJOINING RESIDENTIAL PROPERTIES. LANDSCAPING OR SCREENING PROPOSED SHALL BE SHOWN ON A SITE PLAN AS REQUIRED BY THIS ORDINANCE.**
- G. THE USE AND OCCUPANCY OF THE GUEST UNITS IS INHERENTLY TRANSIENT AND GUEST OCCUPANCY SHALL BE LIMITED TO TWO WEEKS. THERE SHALL BE A MAXIMUM OCCUPANCY OF TWO ADULT GUESTS, AND TWO ADDITIONAL CHILDREN GUESTS, IN EACH GUEST UNIT.**
- H. ALL NEW ACCESSORY USES AND OUTDOOR RETREAT STRUCTURES SHALL BE SETBACK A MINIMUM OF 100 FEET FROM ANY ADJACENT PROPERTY LINE.**
- I. THE PLANNING COMMISSION AND BOARD OF APPEALS SHALL PLACE CONDITIONS OR RESTRICTIONS ON EVENTS AS MAY BE APPROPRIATE TO ASSURE THE COMPATIBILITY OF THE USE WITHIN A DISTRICT OR LOCATION.**
- J. ALL STRUCTURES SHALL MEET ALL APPLICABLE KENT COUNTY CODES, INCLUDING THE BUILDING CODE, AND HEALTH DEPARTMENT REGULATIONS.**

35. Personal wireless facility tower in AZD, RCD, RC, CC, C, CCA, EC, and I provided:

...

SECTION 6.

ARTICLE XI.
DEFINITIONS

SECTION 2. DEFINITIONS

...

227. Open Space – Those areas suitable ...

227.5 OUTDOOR RETREAT – A LOT, TRACT, OR PARCEL OF LAND CONTAINING UP TO FIFTEEN GUEST UNITS, DESIGNED FOR AND UTILIZED FOR PERIODIC, TRANSIENT OCCUPANCY AND NOT AS A PERMANENT RESIDENCE, AND WHICH MAY CONTAIN OUTDOOR RECREATIONAL ACCOMMODATIONS, DINING FACILITIES FOR GUESTS, AND BATHROOM ACCOMMODATIONS FOR GUESTS.

228. Overbank Flood Protection Volume – The volume controlled by ...

...

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SECTION 7. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2023.

Read Third Time _____

PASSED this _____ day of _____, 2023.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

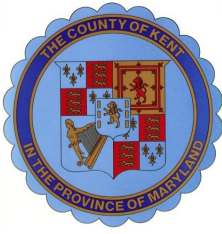
(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

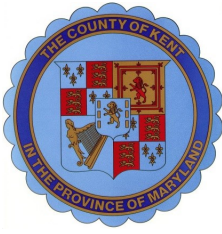
ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



**#1 - Regular Session Minutes, October 3, 2023
10/17/2023
County Commissioners Meeting**

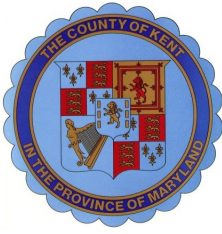
ATTACHMENTS:

Description



**#2 - Liquor Minutes, October 3, 2023
10/17/2023
County Commissioners Meeting**

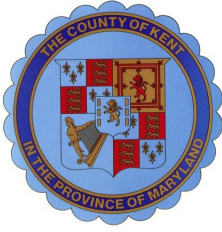
ATTACHMENTS:
Description



**#3 - Closed Session Minutes, October 3, 2023
10/17/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



**Dr. Karen Couch, Superintendent, and Kreigh Kirby, Accountant, Kent
County Public Schools
10/17/2023
County Commissioners Meeting**

Item Summary:

FY2025 Capital Improvement Plan

ATTACHMENTS:

Description

10.17.23 Dr. Karen Couch, Superintendent & Kreigh Kirby, Accountant, Kent County Public Schools,
FY2025 Capital Improvement Plan - MEMO

10.17.23 Dr. Karen Couch, Superintendent, Kent County Public Schools, Kent County Middle School
Replacement Project, FY2025 Capital Improvement Program and Built to Learn Act Funding



BOARD OF EDUCATION OF KENT COUNTY

5608 Boundary Avenue
Rock Hall, Maryland 21661
Phone 410-778-1595
Fax 410-778-6193

TO: Kent County Commissioners Office

FROM: Dr. Karen Couch, Superintendent of Schools
Kreigh Kirby, Accountant

RE: FY 2025 Capital Improvement Plan (CIP)

DATE: October 17, 2023

PURPOSE:

To request agreement from the Board of County Commissioners on Kent County Public School's FY 2025 Capital Improvement Plan (CIP) Submission.

SUMMARY:

Attached for review and approval is the 2025 CIP. This submittal outlines our Request for Funding for the design services of the Kent County Middle School Project. The CIP also outlines any other upcoming capital projects in our project pipeline.

ACTION:

Kent County Public Schools requests favorable approval from the Board of County Commissioners on the FY 2025 CIP Submission.



Kent County Board of Education

Growing a Community of Leaders

Dr. Karen M. Couch
Office of the Superintendent

October 4, 2023

Mr. Alex Donahue
Executive Director
Interagency Commission on School Construction
200 West Baltimore St.
Baltimore, MD 21201

Re: Kent County Middle School: FY 2025 Capital Improvement Program and Built to Learn Act Funding

Dear Mr. Donahue:

We are pleased to submit our applications for FY 2025 Capital Improvement Program and Built to Learn Act funding for the Kent County Middle School replacement project. After reviewing five modernization options over a period of several months, the Board of Education has determined that the project will be a replacement school located at either the existing site in Chestertown or on the Kent County High School campus in Worton. The Board will take action on the final location of the replacement facility at the next regularly scheduled meeting on October 9, 2023. The Feasibility Study that supports the preferred option is being finalized and will be sent to you shortly. (Please note that while the CIP and BTL applications indicate that the modernized school will be located at the Chestertown site, revised applications will be resubmitted should the Board take any other action.)

We have estimated that the Public School Construction Program allocation for design services will total \$1,804,000. This amount is reflected in the two applications: a request for the total BTL allocation to Kent County Public Schools of \$1,569,659, and a concurrent request through the CIP for Planning Approval and the balance of the calculated PSCP total, or \$234,341. These funds will assist KCPS with expenses for both the Feasibility Study and for the architectural/engineering services that will be solicited when Planning Approval is granted.

The total cost of the KCMS replacement project is currently estimated at approximately \$66.8 million. We have estimated that the total PSCP allocation will be \$20.6 million, based on the current unit cost (\$/square foot), the projected enrollment (including 5th grade and special education students), and the current State participation of 50% of eligible costs. If the State unit cost increases by 4% for FY 2026 when KCPS will apply for construction funding, the total State allocation will be approximately \$21.4 million.

The middle school modernization is an essential project, since it concerns the only middle school in the county. The existing building is both in poor condition and is inadequate to support a contemporary middle school program. As described in the application, it does not meet code or ADA standards, and it does not provide spaces for the education of students with special needs. The Board of County Commissioners has indicated strong support for the replacement project, but because it faces other urgent capital needs, the total that it can allocate to the KCMS project is approximately \$28.9 million. In combination with the estimated PSCP funds, this will leave a shortfall of approximately \$16.5 million.

With a shortfall of this magnitude, it will not be possible to carry out the project. To ensure that this project goes forward, we will seek your assistance to increase the State allocation for the project through a number of means:

- We will seek PSCP add-ons that can increase the State funding percentage in eligible costs. We believe that KCMS will be eligible for a concentration of poverty add-on, since the school system had a FARMs population of 72.27% in the 2022-2023 school year and every one of the five public schools is currently eligible under the U. S. Department of Agriculture Community Eligibility Program (CEP). In addition, we are investigating the costs to achieve a Net-Zero Facility.
- We will conduct an analysis of the room schedule and the typical period schedule to show that all spaces in the facility will be utilized throughout the school day.
- We will argue that since Kent County Middle School is the only middle school in the county, it has an essentiality that makes it different from the middle schools in all but one other Maryland school system. Every student in Kent County will pass through the new building during their formative adolescent years. Having a single middle school places an extreme reliance on the facility to support a range of academic and support services, which might be spread out among two or more middle schools in other school systems.
- We will pursue Cooperative-Use Space funding through an arrangement with Choptank Community Health System, Inc. for development of a community health clinic to serve the larger population of Kent County.
- We will seek an adjustment of the State cost-share percentage beyond the add-ons outlined in COMAR. By our analysis, this is the most important factor that

will affect the total PSCP allocation. The current 50% figure, which results from the funding formula that was developed in 2004, does not acknowledge the high rate of school-age poverty in the County. We will request an adjustment of the State funding figure to ensure that the Commissioners are able to cover the inevitable unforeseen conditions that will emerge in a project of this size and that the crucial furniture, furnishings, and equipment (FF&E) schedule is fully implemented.

We look forward to hearing from you on this project, which is critical not only to the instruction of our middle school students, but to the welfare of Kent County as a whole. The County has not had a new public school building since 1971. Despite numerous system upgrades and partial renovations to the facilities, this means that students in Kent County face disadvantages when compared to the educational resources available to their peers in other school systems in Maryland. With your support for the Kent County Middle School replacement project, we hope to correct that condition.

Sincerely,



Dr. Karen M. Couch
Superintendent

CC: David Lever
Joseph Wheeler
Kreigh Kirby

KENT COUNTY PUBLIC SCHOOLS

FY 2025 CAPITAL IMPROVEMENT PROGRAM

Dr. Karen Couch, Superintendent of Schools
October 4, 2023

**KENT COUNTY PUBLIC SCHOOLS
FY 2025 CAPITAL IMPROVEMENT PROGRAM
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**KENT COUNTY PUBLIC SCHOOLS
FY 2025 CAPITAL IMPROVEMENT PROGRAM**

SECTION I: REQUESTS FOR FUNDING

IAC/PSCP Form 102

Priority 1 - Kent County Middle School Replacement Design Funding

PSC No.:	14.003	Did this project receive prior funding?	No	FUNDING PROGRAM:	CIP PROJECT X	BUILT TO LEARN PROJECT
LEA:	Kent			REQUEST TYPE: DESIGN \$:	X	PLANNING: FUNDING:
SCHOOL NAME:	Kent County Middle			FY:	2025	Date Submitted: 10/4/23
ADDRESS:	400 CAMPUS AVENUE, CHESTERTOWN, MD 21620			PRIORITY #:	1	Revised Date:
PROJECT TYPE:	NEW	ADDITION	REPLACEMENT	X	RENEWAL/RENOV.:	LIMITED RENOVATION
STATE-OWNED RELOCATABLES						
COOPERATIVE USE	X	PROTOTYPE DESIGN		COST SHARE % STATE 50% LOCAL 50%		
HIGH PERFORMANCE	X					
SCHOOL NUMBER	14.0402	GRADES		5-8	SRC	612
CURRENT FUNDING REQUEST:	\$234,341	EXPECTED FIVE-YEAR PROGRAM FUNDING REQUESTS				
TOTAL PRIOR STATE FUNDS:	\$0	TOTAL:				
DATE PLANNING APPROVED:		FY2026	\$9,247,000	FY2027	\$9,005,000	FY2028
		\$	622,400	FY2029	\$0	FY2030
		\$0	\$0	\$19,108,741		
Concurrent BTL Request: \$1,569,659						
Total CIP Program Requests: \$20,678,400						

1. SITE:	Acreage 15.000	Date IAC Approved	MHT Category #	Date of MHT Review	In PFA X	Water X	Sewer X
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2. EXISTING FACILITY:								LEA Proposed Scope for Renovation/Demolition		
	RENOVATED		DEMOLISHED		TOTAL		Gross SF	GFS to be Renovated	GFS to be Demolished	Cooperative-Use Space
	Gross SF	Date	Gross SF	Date	Gross SF	Date				
ORIGINAL	21,254	1950	18,029	1976	3,225	1976	18,029		18,029	
ADDITION	17,066	1952	17,066	1976			17,066		17,066	
ADDITION	4,460	1957	4,460	1976			4,460		4,460	
ADDITION	12,544	1960	12,544	1976			12,544		12,544	
ADDITION	26,686	1976					26,686		26,686	
TOTAL	82,010		52,099		3,225		78,785		78,785	

3. PROPOSED SCOPE:							
a. State Scope Previously Approved:		FY	Approved Enrollment				
Gross Square Footage:	New		Addition		Renovation	Demolition	
Cooperative-Use Space GSF:	New		CUS Addition		CUS Renovation		
b. State Scope Currently Proposed:		520	Proposed Enrollment				
Gross Square Footage:	New	75,025	Addition		Renovation	Demolition	78,785
Cooperative-Use Space GSF:	New	750	CUS Addition		CUS Renovation		
c. LEA Scope:		520	Proposed Capacity				
Gross Square Footage:	New	88,250	Addition		Renovation	Demolition	78,785
Cooperative-Use Space GSF:	New	750	CUS Addition		CUS Renovation		
d. SE and CTE:		Regional SE program(s)? Y	CTE Programs? N		CTE application filed with MSDE? N		

4. DESCRIPTION & JUSTIFICATION: (What do you wish to accomplish with this project)

Kent County Middle School is in need of modernization. The facility was originally built in 1950, with additions in 1952, 1957, 1960 and 1976, when the entire facility was last renovated. The facility does not support the 21st century middle school program: there are no collaboration spaces for team teaching, no purpose-designed science laboratories or technology instructional space, no teacher planning areas, a severe lack of small spaces of varying sizes for small-group or one-on-one instruction of students with special needs, and a large number of classrooms without natural daylight (including the Art Classroom). The circulation pattern

We are requesting CIP funding to support the architectural/engineering (A/E) Design for the upcoming Kent County Middle School Replacement Project. A Feasibility Study was conducted to examine five potential options for the modernization of the Kent County Middle School: 1) renovation/expansion of the existing building, 2) replacement at the existing site in Chestertown, 3) replacement at a new site to be determined, 4) replacement at the campus of Kent County High School in Worton, Maryland, and 5) an attachment to Kent County High School, with joint-use of certain facilities in the high school (gymnasium, cafeteria, other). On July 10, 2023, the Board of Education determined that only the replacement options in Chestertown and Worton would be considered. On October 9, 2023, the Board Of Education voted between the final two options that were selected during the Feasibility Study process and chose to pursue option 2, which is a replacement on the existing Chestertown site.

NOTE: Kent County Public Schools has submitted a request for the balance of funds (\$1,489,259) to support a Feasibility Study and A/E services in the FY 2025 Built to Learn Act (BTL) program. Attached is a general project draw schedule, beginning with design in the summer of 2024 and continuing through demolition of the existing Kent County Middle School facility and completion of sitework in the summer of 2027, with Project Closeout in the fall of 2027.

Raw Eligible Enrollment based on SRC and 7-year FTE.	
Note: To determine the Raw Eligible Enrollment for a new school, enter the SRC and 7 year enrollments for the Adjacent School(s) above.	505
*Eligible Enrollment. If the sum of available seats in all adjacent schools shown in the table above is less than 15% of the project school's enrollment (Year 7 FTE), the adjacent schools are excluded from the calculation of eligible enrollment for state funding allocation.	505

7. SCHEDULE:	Feasibility Study:	2023	Ed Spec:	April 2023	Estimated Bid:	Spring 2025	Actual Bid:	
	Schematic Design:	September 2024	Design Development:	November 2024	Estimated Construction:	6/25-8/27 *	Actual Construction:	
	Const. Document:	March 2025			Est. Project Completion:	Spring 2027	Actual Project	

Revised 10/2022

* Phase I: New construction 6/25-1/27; Phase II: Demolition of existing KCMS facility & final sitework 1/27-8/27



STATE OF MARYLAND - CAPITAL IMPROVEMENT PROGRAM / BUILT TO LEARN
COMPUTATION SUPPLEMENTAL WORKSHEET FOR ESTIMATING THE STATE ALLOCATION FOR FY 2024
(Amounts rounded to the nearest 1,000)

PSC No.:	14.003	School Name			Priority #1	Design		
Project Type:	Project Type	Kent County Middle			CIP and/ or BTL *	CIP		
GROSS AREA BASELINE in GSF		Educ. Type	Eligible Enrollment*	GSF per student**	Total GSF	Construction Cost	* The project will be funded with both BTL and CIP funds.	State Share
		Elementary	#N/A	x 0	=	#N/A		50%
		Middle	505	x 145.00	=	73,225		
		High	#N/A	x 0	=	#N/A		
		Special ED Elem		x 0	=	0		
		Special ED Middle	30	x 35.00	=	1,050		
		Special ED High		x 0	=	0		
		CTE		x 0	=	0		
						74,275		
GSF Above GAB					*			
		Existing Facility GSF						
		Demolition of Existing GSF						
		Revised Existing Facility GSF						
		Eligible New GSF				74,275		
ADDITION								
		New GSF	74,275	x 404.00			30,007,000	15,004,000
		GSF Above GAB Per Statute		x 404.00				
		Cooperative-Use Space (GSF)	750	x 404.00			303,000	152,000
		Site Development		x 19%			5,759,000	2,880,000
		Design Cost		x 10%			3,607,000	1,804,000
		Furniture and Fixtures		x 5%			1,516,000	758,000
							41,192,000	20,598,000
RENOVATION								
		Age of Structure	Construction Year	GSF to be Renovated	Cost per GSF	Percentage to be Covered	Cost	
		40 & older		x	404.00	x 100%	=	
		31-39		x	404.00	x 85%	=	
		26-30		x	404.00	x 75%	=	
		21-25		x	404.00	x 65%	=	
		16-20		x	404.00	x 50%	=	
		0-15		x	404.00	x	=	
		Cooperative-Use Space (GSF)		x	404.00			
		Site Development			5%			
		Design Cost			10%			
		Furniture, Fixtures and Equipment			5%			
TOTAL COST							41,192,000	20,598,000
		Less Prior State Funds for Related Projects						
MAXIMUM STATE CONSTRUCTION ALLOCATION								20,598,000
		Less CIP Allocations for the Project						
					Date Approved:	Fiscal Year: 1900		
ADJUSTED MAXIMUM STATE CONSTRUCTION ALLOCATION								
		Less CIP Allocations for the Project						
		Less other State funding program allocations for the project						
					Date Approved:	Fiscal Year: 1900		
					Date Approved:	Fiscal Year: 1900		
BALANCE								20,598,000
Additional Notes: The "Net State Funding" on this worksheet is an estimate of the maximum State allocation for this project, but may be reduced based on the costs of the approved contract(s), ineligible items, and change orders.							Date Planning Approved:	
Existing facility is 78785 sf. Project consists of an addition of 74275 sf and renovation of 0 sf							Date Revised:	

KENT COUNTY MIDDLE SCHOOL
ARCHITECTURAL/ENGINEERING FEE
10/4/23

Architectural/Engineering Fee:	
Construction cost:	\$ 55,800,000
A/E Fee %:	8%
Total A/E Fee:	\$ 4,464,000
State:	50%
Local:	50%
State:	\$ 1,804,000
Local:	\$ 2,660,000
Available Funding:	
BTL total:	1,569,659
F. S. Fee:	80,400
A/E Fee:	1,489,259

Total Project Cost (from Form 102)	
Feasibility Study	\$ 80,400
Design	\$ 4,464,000
Building	\$ 55,800,000
Site Development	included in above
Other furniture and fixtures, etc.	\$ 5,900,000
Total Project Cost	\$ 66,164,000
Contingency	\$ 600,000
High Performance Costs	
Total	\$ 66,764,000

Activity			FY 2024		FY 2025				FY 2026				FY 2027				FY 2028			
			Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Award of A/E contract	May 2024																			
Schematic Design	Due 9/1/24																			
Design Development	Due 11/1/24																			
Construction Documents																				
Bid	Spring 2025																			
Construction - Phase I	18 months																			
Occupancy	January 2027																			
Construction - Phase II	6 months																			
Close out	3 months																			

Fee Schedule (000)																				
Feasibility Study																				
Schematic Design	15%	\$ 670			\$ 670															\$ 670
Design Development	20%	\$ 893				\$ 893														\$ 893
Construction Documents	40%	\$ 1,786					\$ 893	\$ 893												\$ 1,786
Bid	5%	\$ 223						\$ 223												\$ 223
Construction Administration	20%	\$ 893							\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 13			\$ 893
Annual Total		\$ 4,464						\$ 3,571				\$ 440				\$ 440				\$ 13
Design	\$ 4,464,000	\$ 4,464			\$ 670	\$ 893	\$ 893	\$ 1,116	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 110	\$ 13			\$ 4,464
State BTL	\$ 1,489,259	\$ 1,489						\$ 1,489												\$ 1,489
State CIP	\$ 314,741	\$ 315						\$ 315												\$ 315
Local	\$ 2,660,000	\$ 2,660						\$ 1,767				\$ 440				\$ 440				\$ 13
Annual Total		\$ 4,464						\$ 3,571				\$ 440				\$ 440				\$ 13
State Annual								\$ 1,804				\$ -				\$ -				\$ -
Local Annual								\$ 1,767				\$ 440				\$ 440				\$ 13
	\$ 4,464,000	\$ 4,464						\$ 1,804								\$ 440				\$ 13
Construction	\$ 55,800,000	\$ 55,800						\$ 2,790	\$ 6,417	\$ 6,417	\$ 6,417	\$ 6,417	\$ 6,417	\$ 6,417	\$ 6,417	\$ 6,417	\$ 1,674			\$ 55,800
State	\$ 18,036,000	\$ 18,036						\$ -	\$ 2,687	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 2,187	\$ 1,687	\$ 541		\$ 18,036
Choptank Health	\$ 200,000							\$ 200												
Local	\$ 37,764,000	\$ 37,764						\$ 2,790	\$ 4,230	\$ 4,230	\$ 4,230	\$ 4,030	\$ 4,230	\$ 4,230	\$ 4,230	\$ 4,230	\$ 1,133			\$ 37,564
Annual Total								\$ 2,790				\$ 26,168				\$ 25,168				\$ 1,674
State Annual								\$ -				\$ 9,247				\$ 8,247				\$ 541
Local Annual								\$ 2,790				\$ 16,721				\$ 16,921				\$ 1,133
Other	\$ 5,900,000	\$ 5,900														\$ 5,900				\$ 5,900
State	\$ 758,000	\$ 758														\$ 758				\$ 758
Local	\$ 5,142,000	\$ 5,142														\$ 5,142				\$ 5,142
Annual Total																\$ 5,900				\$ 5,900
State Annual								\$ -				\$ -				\$ 758				\$ 758
Local Annual								\$ -				\$ -				\$ 5,142				\$ -
TOTAL	\$ 66,164,000	\$ 66,164						\$ 6,361	\$ 6,417	\$ 6,417	\$ 6,417	\$ 6,857	\$ 6,417	\$ 6,417	\$ 6,417	\$ 12,757	\$ 1,674	\$ -	\$ -	\$ 13
Total State Annual								\$ 1,804				\$ 9,247				\$ 9,005				\$ 541
BTL								\$ 234												
CIP								\$ 1,570												
Total Choptank Health												\$ 200								
Total Local Annual								\$ 4,557				\$ 17,161				\$ 22,503				\$ 1,146
Total Annual Total								\$ 6,361				\$ 26,608				\$ 31,508				\$ 1,687

SECTION II: ADDITIONAL INFORMATION

IAC/PSCP Form 102.3 - Future Project Requests

IAC/PSCP Form 102.4 - Summary of Current Requests

IAC/PSCP Form 102.5 - Status of Previously Approved Projects

IAC/PSCP Form 102.6 - Status of State-Owned Relocatables

**IAC/PSCP Form 102.7 - Annual Self-Certification of State-Funded
Window Air-Conditioning Units**

FUTURE PROJECT REQUEST - (Optional Form)

LEA: Kent

DATE: October 4, 2023

FISCAL YEAR: 2025

PSC NO.:

PROJECT TYPE: NEW ☐ ADDITION ☐ RENOVATION ☒ REPLACEMENT ☐

SYSTEMIC RENOVATIONS: ☐ STATE-OWNED RELOCATABLES: ☐

SCHOOL NAME: Kent County High School

SCHOOL ADDRESS: 25301 Lambs Meadow Road, Worton, MD 21678

DESCRIPTION:

The project will consist of targeted renovations of specific instructional areas in order to improve the delivery of the educational program and instructional efficiency. The scope of the renovations will be determined through a feasibility study to be undertaken in FY 2026.

PROPOSED RATED CAPACITY: 1161

GRADES: 9-12

REQUEST APPROVAL FOR PLANNING FY: 2028

2028 2029

ESTIMATED COST TO STATE: TBD

LOCAL TBD

PROJECT JUSTIFICATION:

A hybrid renovation project carried out at the school in 2005 and 2006 replaced a number of building systems and renovated certain instructional and core areas. However, several of the instructional programs are poorly located in relation to other departmental offerings and/or are in spaces that are not appropriately designed to support the educational program. Examples include the Weight Room, which is located in a former CTE shop areas distant from other Physical Education facilities, and the Culinary Arts classroom, which is not located with other CTE programs in the wing dedicated to this purpose. The project will correct these location problems at the same time that it improves the instructional spaces that are identified through the educational specification and the feasibility study process. The project will also correct deficiencies in the building systems, within the limits of the budget.

SUMMARY OF CURRENT PLANNING AND FUNDING REQUESTS

LEA: Kent FISCAL YEAR: 2025 DATE: 10/4/23

PRIORITY #	PROJECT TITLE	TOTAL EST. COST	NON-PSCP/IAC FUNDS	TOTAL STATE FUNDS	PRIOR PSCP/IAC FUNDS	CURRENT REQUESTS (\$ OR LP)		Expected Project Requests (enter fiscal year below)									
						FY	2025	FY	2026	FY	2027	FY	2028	FY	2029	FY	2030
1	Kent County Middle School	\$66,764,000	\$46,166,000	\$20,598,000	\$0	0	\$234,341		\$9,247,000		\$9,005,000		\$622,400				
2																	
3																	
4																	
5																	
6	Future Projects:																
7	Kent County High Targeted Renovation	TBD	TBD	TBD									LP		TBD		
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
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25																	
26																	
27																	
28																	
29																	
TOTAL (Last page only)		\$66,764,000	\$46,166,000	\$20,598,000	\$0		\$234,341		\$9,247,000		\$9,005,000		\$622,400		\$0		\$0

STATUS OF PREVIOUSLY APPROVED PROJECTS

LEA: **Kent**

FISCAL YEAR: 2025

DATE: 10/4/23

PROJECT TITLE and PSC NO. ¹ (Chronological Order by Fiscal Year)	MONTH AND YEAR (00/00) OF <u>STATE</u> APPROVAL					Percent Construction Completed	Date Occupied
	IAC	SD	DD	CD	CONTRACT AWARD		
Kent Coutny High School Roof Replacement (PSC 14.007.23)	N/A	N/A	N/A	2/10/22	7/14/22	99%	9/5/23
Kent County High School Stadium Lighting Upgrade (FY 2021 SSGP)	N/A	N/A	N/A	N/A	12/28/22	99%	7/17/23

¹ ALL PROJECTS INCLUDING SYSTEMIC RENOVATION, AGING SCHOOL, SCHOOL SAFETY, HEALTHY SCHOOLS FACILITY FUND AND QZAB.

STATUS OF STATE-OWNED RELOCATABLES

LEA: **Kent**

FISCAL YEAR: 2025

DATE: 10/4/23

SCHOOL	BUILDING NUMBER	MFR/ NO. CLRM(S)	CURRENT USE	DATE SITED	ACTION REQUESTED	JUSTIFICATION
KCPS has no State-Owned Relocatables.						

¹ The following actions may be requested: Retain in the same location, Move within school system, Revert to State (indicate date available). The completed form should be included with the Capital Improvement Program submittal.

Kent County Public Schools
LEA has received State funds to purchase and inst: 0 - window air-conditioning units.
#

0 - window air-conditioning units are operable as of 10/04/23
_____ Date

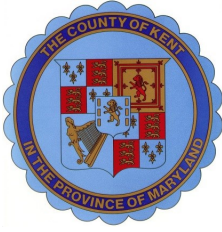
7 - window air-conditioning units have been maintained (in accordance with manufacturer's
recommendations) between October 1, 2016 10/04/23 -
Date

[illegible]

Karen M. Couch
Signature of Superintendent of Schools

10/04/23
Date

Dr. Karen M. Louch
Printed Name of Superintendent



County Roads Division
10/17/2023
County Commissioners Meeting

Item Summary:

FY2024 Roadway Line Striping Contract

ATTACHMENTS:

Description

10.17.23 Contract, By and Between the County Commissioners of KC and Alpha Space Control Company, Inc., In Accordance with Howard Co. Dept. of County Administration Line Striping Contract PA-096-2023

CONTRACT

THIS CONTRACT, made this ¹⁷~~24~~th day of October 2023, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Alpha Space Control Company, Inc., hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary to provide/install line striping to Kent County Roads Division, in accordance with the Howard County Department of County Administration Contract PA-096-2023.
2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within fifteen (15) calendar days after the date of receipt of the Notice to Proceed. Contract prices shall be effective through March 31, 2024. This contract shall option of five one-year renewals.
5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein an estimated Fifty thousand dollars (\$50,000) in conformity with Contract No.: PA-096-2023.
6. The contract documents include the following:
 - a. Contract between Howard County Department of County Administration and Alpha Space Control Company, Inc. dated March 23, 2023. Award Letter
 - b. Confirmation Letter from Alpha Space Control Co. Inc. to Kent County
 - c. Line Striping Pricing
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract

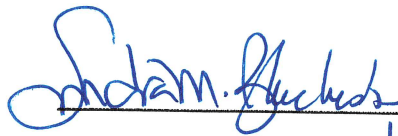
Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or federal located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

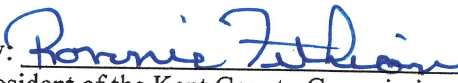
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST


10/17/23



THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: 
President of the Kent County Commissioners

ALPHA SPACE CONTROL COMPANY, INC.

By: 

President
Title

25-1582700
Employer Identification Number



Howard County Department of County Administration

6751 Columbia Gateway Drive, Suite 226 • Columbia, Maryland 21046 • 410-313-6370

www.HowardCountyMd.gov/Departments/County-Administration/Procurement-and-Contract-Administration

TDD 410-313-2323

March 23, 2023

rich@alphaspacecontrol.com

Richard Pryor, President
Alpha Space Control Co., Inc.
1580 Gabler Road
Chambersburg, PA 17201

Re: Award Notification, Agreement PA-096-2023
Invitation for Bids No. 2023-36
Roadway Linestriping Services

Dear Mr. Pryor:

Your firm is hereby awarded the contract for the subject solicitation. This award is conditional upon receipt of the following executed document:

1. In accordance with the Insurance Requirements of the solicitation, provide a Certificate of Insurance:
 - a. That identifies "Howard County, Maryland, its officials, employees, agents and volunteers" as **Additional Insured**. It is important that the name appears as noted above in quotes in the description box of the ACORD form.
 - b. That references the following: "Invitation for Bids No. IFB-2023-36, Roadway Linestriping Services, Agreement No. PA-096-2023".

The document must be returned via email no later than April 7, 2023. Please contact Michael Decker at mdecker@howardcountymd.gov or 410-313-6375 with questions. Prompt attention to these documents is appreciated.

Upon receipt of the complete and proper documents, the County will email the Agreement to you for electronic signature. Upon complete subsequent execution of the Agreement by the County, a service contract will be issued constituting official award. No work shall begin until a purchase order has been issued.

Sincerely,

Dean Hof

Dean P. Hof
Procurement Administrator

DPH:MVD:kls
Attachments



Calvin Ball, County Executive

www.howardcountymd.gov



AGREEMENT

BETWEEN

HOWARD COUNTY, MARYLAND

AND

ALPHA SPACE CONTROL, LLC

AGREEMENT NO. PA-096-2023

**HOWARD COUNTY, MARYLAND
AGREEMENT**

PA-096-2023

THIS AGREEMENT (the "Agreement") is made by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic, (the "County") and **ALPHA SPACE CONTROL, LLC, 1580 GABLER ROAD, CHAMBERSBURG, PENNSYLVANIA 17201**, Federal Employer Identification Number 25-1582700, Telephone Number 717-729-5004 (the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to perform all services, in strict and entire conformity with Exhibit I entitled, "Services to be Performed", any Purchase Order subsequently issued, the Invitation for Bids No. 2023-36 Roadway Linestriping Services, the Contractor's response and any amendments or revisions thereto (collectively, the "Bid"), incorporated herein either by reference or attachment, as applicable.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for services rendered in accordance with this Agreement, the other exhibits/attachments hereto, the Bid, and the Purchase Order, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition, the parties hereto agree as follows:

1. Contractor's Duties

The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable worker's compensation claims, and coverage of unemployment claims filed by its employees. The Contractor shall perform the services outlined in Exhibit I hereto. The Contractor's services will be provided with due care and in accordance with all applicable standards. The Contractor shall perform the services for the Director of the Department of Public Works of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation

2.1 In consideration of the services to be provided by the Contractor, the County shall pay the Contractor in accordance with the unit prices set forth in the Bid.

2.2 In no event shall the compensation paid to the Contractor exceed the sum of Seven Million Dollars (\$7,000,000.00) during the entire term of this Agreement, including renewals thereof, provided, however, that

the County may entertain a request for adjustment in any year subsequent to the first year in accordance with Paragraph 7 of the solicitation.

2.3 The Contractor shall submit invoices to the County monthly. The Contractor's invoices shall reflect the:

2.3.1 Contractor's name

2.3.2 Address

2.3.3 Federal tax identification number

2.3.4 Contract number, (the first two digits are 44XXXXXXXX)

2.3.5 Purchase Order number, (the first digit is 2XXXXXXXXX)

2.3.6 Contract line number

2.3.7 Unit price and extended price (the unit price must match a contract line)

2.3.8 Description of goods provided and/or services performed

2.4 The proper form of County invoices requires that the information above be included on all invoices.

2.5 All invoices shall be submitted to Department of Public Works, Bureau of Highways, 7125 Riverwood Drive, Suite B, Columbia, Maryland 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

2.6 Invoices may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

3. Term

3.1 This Agreement shall be effective when it has been properly signed by all parties hereto and shall continue through March 31, 2024 (hereinafter defined as the "Initial Term"), at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 6 hereof.

3.2 The County reserves the right, at its sole discretion, to renew this Agreement for five additional one-year periods on the same terms and conditions set forth herein. Unless set forth in a written amendment, the compensation and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

4. Contractor's Representations and Warranties: The Contractor hereby represents the following:

4.1 The Contractor is a limited liability company, duly formed and validly existing under the laws of the Commonwealth of Pennsylvania and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Affidavit and the Bid response remain true and correct in all respects.

4.7 If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 24 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$200,000 (Two Hundred Thousand Dollars) or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 (Five Hundred Dollars) made during the reporting period to a candidate for elective office in any primary or general election.

5. Termination

5.1 Termination for Convenience: The County may terminate this Agreement for convenience, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

5.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement and therefore is in default, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

6. Remedies for Default

6.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

6.1.1 In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

6.1.2 To suspend the Contractor's authority to receive any undisbursed funds; and/or

6.1.3 To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for services provided up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance

The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in Paragraph 10 of the Invitation for Bids, including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9. Confidential Information

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10. Ethics

10.1 The Contractor certifies that the officer of the legal entity who is executing this Agreement has read and understands Exhibit II, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2 The Contractor certifies that it has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Exhibit II.

11. Assignment

Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

12. Delegation of Duties

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

13. Indemnification

13.1 The Contractor shall indemnify, hold harmless and defend the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions of the solicitation and/or this Agreement, the terms set forth in the Agreement shall govern.

14. Integration and Modification

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of all parties to this Agreement.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

16. Conflicting Terms

16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

17. Severability

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18. Time is of the Essence

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19. Funding

The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

20. Notice

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, email with a delivery receipt, or hand delivered, and there is written confirmation of delivery or refusal of receipt, to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY:

Michael V. Decker, CPPB, Senior Contract Analyst; Howard County, Maryland; Office of Procurement and Contract Administration; 6751 Columbia Gateway Drive, Suite 226; Columbia, Maryland 21046; Telephone: 410-313-6375; Email: mdecker@howardcountymd.gov

FOR THE CONTRACTOR:

Richard Pryor, President; Alpha Space Control, LLC; 1580 Gabler Road; Chambersburg, Pennsylvania 17201; Telephone 717-729-5004; Email: rich@alphaspacecontrol.com

21. No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

22. Reports, Audits, Inspections

22.1 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. The Contractor shall retain all records, information and documentation of the Contractor related to this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

22.2 All invoices submitted to the County are subject to audit by the County.

22.3 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information, including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements.

23. American Manufactured Goods Required for Public Works.

23.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a Contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

23.2 This section does not apply: (a) if the County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by

an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

23.3 The Contractor shall certify to the County whether the offered goods and/or services are provided in the United States.

24. Wage Rate Requirements

The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands the wage rate section in the solicitation (reference Howard County Code, Sec. 4.122A Wage Requirements).

EXHIBIT I

SERVICES TO BE PERFORMED

The Contractor shall furnish all labor, materials, and equipment to perform the retracing of roadway markings at various locations in the County. The Contractor shall apply nontoxic, fast-dry, lead-free waterborne pavement marking paint of a non-durable material to pavement surfaces as specified in the contract documents or as directed by the County's Engineer. These markings include lines (striping), legends (letter and number) and symbols.

The above are in addition to any other services set forth in the Bid.

EXHIBIT II**HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS*****Charter Section 901. Conflict of Interest.***

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Section 22.204. - Prohibited Conduct and Interests.

(a) **Participation Prohibitions.**

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
- (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

- (i) The disqualification leaves a body with less than a quorum capable of acting;
- (ii) The disqualified official or employee is required by law to act; or
- (iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
- (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
- (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:

- a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
- b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
- c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

- a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
- b. Ceremonial gifts or awards that have insignificant monetary value;
- c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
- d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
- e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
- f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;
- g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
- h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

ALPHA SPACE CONTROL, LLC

RESPONSE TO:

**HOWARD COUNTY, MARYLAND
OFFICE OF PROCUREMENT
AND CONTRACT ADMINISTRATION**

INVITATION FOR BIDS NO. 2023-36

ROADWAY LINSTRIPING SERVICES

Bid Results

Bidder Details

Vendor Name Alpha Space Control LLC
Address 1580 Gabler Road
Chambersburg, Pennsylvania 17201
United States
Respondee Richard W Pryor
Respondee Title General Manager
Phone 717-263-0182
Email rich@alphaspacecontrol.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 03/22/2023 9:50 AM (EDT)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 323512

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
AFFIDAVIT.pdf	AFFIDAVIT.pdf	Affidavit
QUALIFICATION.pdf	QUALIFICATION.pdf	Contractor Qualification Information
CONTRACTOR INFO.pdf	CONTRACTOR INFO.pdf	Contractor Information
RECYCLE.pdf	RECYCLE.pdf	Environmentally Preferred Products
EQUAL BUSINESS.pdf	EQUAL BUSINESS.pdf	EBO Participation Form
LIVING WAGE.pdf	LIVING WAGE.pdf	Living Wage Form
VET.pdf	VET.pdf	Veteran Owned Business Program

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							\$999,800.0000		
1	1		Linestriping, 5" Yellow	FT	5000000	\$0.1070	\$535,000.0000	Yes	
2	2		Linestriping, 5" White	FT	4000000	\$0.1070	\$428,000.0000	Yes	
3	3		Linestriping, 10" White	FT	200000	\$0.1840	\$36,800.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$999,800.0000
Grand Total	\$999,800.0000

CONTRACTOR INFORMATION**SOLICITATION NO.:** IFB NO. 2023-36**SOLICITATION TITLE:** ROADWAY LINESTRIPING SERVICES

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: Alpha Space Control LLC**FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.:** 25-1582700**ADDRESS:** 1580 Gabler Road Chambersburg PA 17201
(Street) (City) (State) (Zip)**TELEPHONE:** 717-729-5004**FAX:** 717-263-1192**EMAIL ADDRESS:** rich@alphaspacecontrol.com**REPRESENTATIVE'S NAME:** Richard Pryor**TITLE:** President

If applicable, for Agreements, provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): Richard Pryor**TITLE OF COMPANY SIGNATORY (Printed):** President

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** rich@alphaspacecontrol.com

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)? ☒ YES ☐ NO

The County reserves the right to request such documentation, if desired, at a later date.

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

Delivery Time After Receipt of Order: May 1, 2023

If applicable, *This delivery time will be considered in determining the award.*

Delivery Terms: F.O.B. Destination, Inside Delivery.**The company accepts Visa cards:** ☒ Yes ☐ No

Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.)

CONTRACTOR'S QUALIFICATION INFORMATION

SOLICITATION NO.: IFB No. 2023-36SOLICITATION TITLE: Roadway Linstripping ServicesCOMPANY NAME: Alpha Space Control LLC

1. References: Give name, address, and telephone number of owner or manager of three accounts for which Contractor has provided the specified services during the past three years.

1.1 Account Name

Contract Completion Date

Howard County Road Dept12-31-2022

Owner/Manager

Telephone

JENNIFER WOO410-313-5755

Address

Email

7125 Riverwood Dr
Suite B
Columbia, md 21045Jwoo@howardcountymd.gov

1.2 Account Name

Contract Completion Date

Frederick County Division of Public Works12-31-2023

Owner/Manager

Telephone

Donnie Jones301-600-2379

Address

Email

331 Montevue Lane
Frederick, md. 21702djones@FrederickCountymd.gov

1.3 Account Name

Contract Completion Date

Montgomery County10-31-2023

Owner/Manager

Telephone

JAMES LEACH240-777-9900

Address

Email

255 Rockville Pike
Suite 180
Rockville, md. 20850JAMES.LEACH@montgomery
County md. gov

2. The Contractor has provided the above services for ____ years.

FORMS

Howard County, Maryland Wage Rate Requirements for Service Contracts

Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Prime Contr. Sub-Contr.

Section 1: Exemptions

Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term. |
| ☐ | ☐ | Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period. |
| ☐ | ☐ | Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. |
| ☐ | ☐ | Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion. |
| ☐ | ☐ | Contractor or Subcontractor is a public entity. |
| ☐ | ☐ | Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.111 (Emergency), or 4.112 (Expedited). |
| ☐ | ☐ | Contractor or Subcontractor is a regulated public utility. |
| ☐ | ☐ | Contract was awarded under a cooperative procurement with another government or organization of governments. |

Check here ☒ if none of the above statements are applicable to your company or the Subcontractor, then continue to Section 2.

Section 2: Certifications

- If you checked any exemptions in Section 1, skip this section and continue to Section 3.
- If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☒ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☒ If health insurance is provided to employees, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Section 3: Contact Information

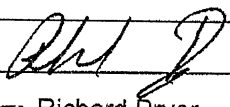
Provide your contact information in the space below, then sign and date this form and submit it with your bid.

Contractor Name Alpha Space Control LLC

Vendor Federal ID Number 25-1582700

Address 1580 Gabler Road, Chambersburg, PA, 17201

Phone Number 717-729-5004

Authorized Signature 

Email Address rich@alphaspacecontrol.com

Print Name of Signatory Richard Pryor

Date March 21, 2023

Title of Signatory President

To be completed by the Buyer	Contract Title:		Buyer's Initials:
	Contract #:	Contract Term:	
	Capital Project No:	Renewal #:	

**PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS,
SERVICES AND EQUIPMENT**

(Must be completed, signed, and submitted with the bid.)

This documentation will assist the County in the maximizing the procurement of goods made from recycled, recyclable and environmentally preferred materials when such goods can be reasonably obtained or substituted for products made from virgin materials. Environmentally Preferred Products and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal.

Environmentally Preferred Products (EPPs) include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc. The County will give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products (EPPs). The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law. For clarification of any terms used below, please contact the Office of Purchasing, (410) 313-6370.

The goods being bid:

☐ are made from recycled materials. Specify total recycled content and what was reused or recycled: _____

☐ represent _____% post-consumer waste.

☐ represent _____% pre-consumer waste.

☐ do not contain any recycled materials.

☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____

☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.

☒ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County purchase remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☒ No

If "yes", please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes _____

If "no", please explain why not: Not Applicable

In the packaging of the goods for delivery to the County:

☐ recycled and recyclable packaging materials will be used.

☐ recyclable packaging materials will be used.

☒ no recycled or recyclable packaging materials will be used.

Does your company have an environmental (and/or social) responsibility statement? ☐ Yes ☒ No

The County Purchasing Agent reserves the right to request such documentation, if desired, at a later date.

SIGNATURE: _____

DATE: March 21, 2023

PRINTED NAME: Richard Pryor

TITLE: President

* The price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

Howard County, Maryland

Office of Purchasing



Veteran-Owned Business Enterprise Program Form

In accordance with Section 4.130 of the Howard County Code, it is the policy of Howard County Government to encourage increased participation by Veteran-Owned Business Enterprises in the procurement of all goods and services through all solicitations by the County. The Veteran-Owned Business Enterprise (VOBE) program includes an overall aspirational goal of 1% of the County's total dollar value of procurement contracts to be made directly or indirectly with Veteran-Owned Business Enterprises. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

For the purposes of the Veteran-Owned Business Enterprise Program, a Veteran-Owned Business Enterprise (VOBE) is defined as a business enterprise that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise. To search the database of business enterprises that are verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs visit <https://www.vip.vetbiz.gov/>.

Complete this form and return it with your response to the solicitation.

Complete Part 1 below if: Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 2 below if: Supplier is proposing to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 3 below if: Supplier proposes NO Veteran-Owned Business Enterprise participation.

Check as applicable

1. ☐ Veteran-Owned Business Enterprise Certification:

Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs

2. ☐ Veteran-Owned Business Enterprise Subcontract Participation:

Supplier proposes to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs in the contract as described below:

Name(s) of VOB Subcontractor(s): _____

Description of Work: _____

Percentage of Participation: _____ %

3. ☒ NO Veteran-Owned Business Enterprise Subcontract Participation Proposed.

Name of company: Alpha Space Control LLC

Printed name: Richard Pryor

Title: President

Authorized signature: _____

Date: March 21, 2023

Email: rich@alphaspacecontrol.com

Phone: 717-729-5004

**HOWARD COUNTY, MARYLAND
OFFICE OF PROCUREMENT
AND CONTRACT ADMINISTRATION**

INVITATION FOR BIDS NO. 2023-36

ROADWAY LINESTRIPING SERVICES

AS ISSUED

INVITATION FOR BIDS

Via eProcurement System

IFB NO. 2023-36 ROADWAY LINESTRIPING SERVICES

OPENING: MARCH 22, 2023 AT 11:00 A.M.

PRE-BID CONFERENCE: FEBRUARY 21, 2023 AT 10:00 A.M.

BUYER: MICHAEL V. DECKER, CPPB

PHONE: 410-313-6375 ▪ EMAIL: mdecker@howardcountymd.gov



HOWARD COUNTY, MARYLAND

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226, Columbia, MD 21046

<https://www.howardcountymd.gov/Departments/County-Administration/Procurement-and-Contract-Administration>



SPECIFICATIONS

- 1 SCOPE: Howard County, Maryland, (the "County"), seeks a qualified firm (the "Contractor"), to furnish all labor, materials and equipment to perform the retracing of roadway markings at various locations in the County. The Contractor shall apply nontoxic, fast-dry, lead free waterborne pavement marking paint of a non-durable material to pavement surfaces as specified in the contract documents or as directed by the County's Engineer. These markings include lines (striping), legends (letter and number) and symbols.
- 2 PRE-BID CONFERENCE:
 - 2.1 A pre-bid conference will be held virtually via WebEx on the date and time specified to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding and ability to meet the County's Equal Business Opportunity goals. Please see PlanetBids for the meeting link.
 - 2.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
 - 2.3 Please confirm attendance by selecting the RSVP button at the Pre-Bid Meeting Information section in the eBidding system.
 - 2.4 If there is a need for language interpretation and/or other special accommodations, please advise Kristi Sica ksica@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.
- 3 INQUIRIES AND ADDENDA:
 - 3.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be submitted in the eProcurement system by the date and time specified.
 - 3.2 Addenda to solicitations often occur prior to the bid opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Procurement and Contract Administration eProcurement website to obtain Addenda. Addenda, when issued, must be acknowledged in the eProcurement system.
- 4 CONTRACTOR'S QUALIFICATIONS:
 - 4.1 Contractors must be engaged in roadway linestriping services and must have been actively engaged in roadway linestriping for a period of no less than five years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five years of demonstrated experience of reliability and meets the criteria set forth herein.
 - 4.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the Agreement.
 - 4.3 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer

satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

- 5 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about May 1, 2023, after approval and proper execution of the Agreement documents, with a renewal option for five additional years in one-year increments, exercisable at the sole discretion of the County.
- 6 COOPERATIVE PURCHASE:
 - 6.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
 - 6.2 The County assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
- 7 PRICE ADJUSTMENT:
 - 7.1 Prices offered shall be firm against any increase for one year from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
 - 7.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
 - 7.3 The County may entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Mid-Atlantic Consumer Price Index-All Urban Consumers (CPI-U), Baltimore-Columbia-Towson, MD, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* All written requests shall be issued to the Office of Procurement and Contract Administration and such requests shall include detailed justification for the price adjustment as well as all countermeasures developed by the Contractor to offset cost increases. The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
 - 7.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 8 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 9 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add, change or delete items as deemed necessary.
- 10 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:

- 10.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured.
- 10.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 10.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 10.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 10.5 The Contractor shall provide the County with Certificates of Insurance within ten days of award notification, naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured on the certificate. Failure to provide the certificates as required shall result in rejection of award by the County. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage.
- 10.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 10.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 10.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.
- 11 METHOD OF AWARD: The County intends to make a single award to the lowest responsive and responsible Contractor meeting the specifications.
- 12 WORK SCHEDULE:
 - 12.1 The Contractor's schedule of operations shall be submitted to and approved by the County prior to commencement of any and all work.
 - 12.2 The Contractor shall coordinate his/her operations sequence to minimize any inconvenience to the traveling public. The County reserves the right to restrict the Contractor's operation during peak traffic hours or at any other time on any road where, in the opinion of the Engineer, an undesirable traffic condition exists or could occur. Peak traffic hours for purposes of the contract will be defined by the Engineer.
 - 12.3 At the discretion of the Engineer, work on the contract may be suspended on all Saturdays, Sundays, legal holidays, and the days immediately preceding and following these holidays. All equipment, barricades, etc., shall be removed from the roadway and full traffic capacity maintained throughout these periods.
 - 12.4 The County reserves the right to alter schedules according to need, and the Contractor may be required to paint anywhere within the contract limits. Some night work may be required.
 - 12.5 Upon notification by the Engineer that a roadway is ready to be striped, the Contractor shall begin working on that roadway within a 24-hour period. If the Contractor fails to begin work within this period, or fails to complete the work, the County reserves the right to levy a deduction in the sum of \$500.00 per day for each working day the Contractor fails to commence or complete work. In

addition, if the Contractor fails to start or complete the work as specified; the County may consider the Contractor to be in default and may terminate the contract.

13 BILLING AND PAYMENT:

13.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Department of Public Works, Bureau of Highways, 7125 Riverwood Drive, Suite B, Columbia, Maryland 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.

13.2 Each invoice shall include the following information:

- 13.2.1 Contractor's name;
- 13.2.2 Address;
- 13.2.3 Federal tax identification number;
- 13.2.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
- 13.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
- 13.2.6 Contract line number;
- 13.2.7 Unit price and extended price (unit price must match a contract line); and
- 13.2.8 Description of goods provided and/or services performed.

13.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in the Purchase Order Terms and Conditions, Method of Ordering. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.

13.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH).

13.5 Delivery tickets signed by authorized County personnel shall accompany invoice, if applicable.

13.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorization by the head of the department or their designee.

13.7 All amounts, costs, or prices referred to herein shall be United States of America currency.

13.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

13.9 All pricing shall be quoted as FOB Destination, Inside Delivery.

14 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the IFB, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement shall mean that the Contractor agrees to all terms, conditions, and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions may be sufficient cause for rejection of the Contractor's response. The County will not accept any exceptions to the Agreement after the opening date and time of this solicitation.

15 SITE CONDITIONS: The submission of a bid shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes, and ordinances of the County which in any way

affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

16 WARRANTY:

16.1 The Contractor warrants the linestriping furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.

16.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.

17 TECHNICAL SPECIFICATIONS: All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's (MDSHA) Specifications entitled, "Standard Specifications for Construction and Materials Book", revisions thereof, or additions thereto, (see the "Notice to Contractor-Request for Information" for the version applicable to this Contract); and the Special Provisions included in this Invitation for Bids. In case of discrepancy between the Special Provisions and all other provisions contained in the contract, the Engineer will be the sole authority as to the proper procedure to follow.

17.1 MATERIALS:

17.1.1 The Contractor shall provide all materials such as paint and glass beads, for this project. The Contractor shall use non-toxic, fast-dry, acrylic waterborne traffic paint. The Contractor shall use only those paints on MDSHA's current approved paint list found elsewhere in this solicitation. Paint shall meet the specifications, also found elsewhere in this solicitation. The cost of glass beads is incidental to each paint item.

17.1.2 At the time of award, the Contractor shall be responsible to have all necessary materials tested and purchased before the start date.

17.1.3 All paint not used in painting lines, such as priming guns prior to line painting, cleanup operations from loading, etc., shall be removed so as not to be unsightly or hazardous to the public. The Contractor shall follow MDSHA guidelines established for handling hazardous materials and waste.

17.1.3.1 All lines shall have standard reflective glass beads installed as per specifications.

17.1.3.2 Prior to beginning work, the Contractor shall submit a Source of Supply for materials to the DPW – Bureau of Highways, Traffic Engineering Division. All applicable materials shall be selected from the Qualified Product List (QPL), unless specifically waived by an attachment to these Contract Provisions. When conformance with NCHRP 350 or Manual for Assessing Safety Hardware (MASH) 2016 is required, applicable materials or devices should be selected from the current QPL and the Contractor shall submit Source of Supply and required certifications to the DPW – Bureau of Highways, Traffic Engineering Division. The specification for all materials to be used shall be in conformance with the Standard Specifications for Construction and Materials

17.2 EQUIPMENT:

17.2.1 The Contractor shall use a highway striping truck capable of carrying sufficient materials to paint continuously for 4 hours minimum, conditional to local control by the Engineer. The striping unit shall be capable of painting up to three lines simultaneously and have qualified operators controlling the paint gun stations and driving the paint machine.

- 17.2.2 The Contractor shall supply protection vehicles as needed to conform to the "Manual on Uniform Traffic Control Devices" (MUTCD). All vehicles shall be equipped as specified. All equipment shall be equipped and capable of nighttime operations.
- 17.2.3 Storage Facilities - Facilities for the storage of materials and/or equipment shall be coordinated between the DPW Bureau of Highways and Contractor.
- 17.3 LINESTRIPING APPLICATION:
- 17.3.1 The road surface shall not be painted, after being wet either by rain or heavy dew, for 2 hours after the disappearance of wet surfaces in all areas. Special attention shall be paid to shaded or sheltered areas to guarantee that the road surface is completely dry.
- 17.3.2 Accuracy - Roadway lines shall be retraced as presently painted. No deviation from the existing lines will be allowed, other than 0 to 12 inches longitudinally before or after any one-line segment, and no lateral deviation exceeding 1 1/2 inches.
- 17.3.3 Line widths - All single-width lines shall be a minimum of 5 inches wide, and all double-width lines shall be 10 inches wide, minimum, regardless of roadway type or width of existing markings.
- 17.3.4 Double yellow centerlines shall be separated by a space of 5 inches.
- 17.3.5 Lane line skips on dual highways shall not change to solid lines when approaching signalized intersections, but shall continue as skips up to (but not through) those intersections.
- 17.3.6 Turn lane storage lines shall be painted as solid lines with the appropriate skip line segments.
- 17.3.7 Any line striping errors committed by the Contractor shall be removed by the Contractor according to the MDSHA's approved method, preferably by waterblasting or sandblasting, at the Contractor's expense. Any pavement damaged by the Contractor's removal method shall be replaced by the Contractor at no cost to the County. Covering up errors with black paint, tape, driveway sealer, or any other material will not be permitted.
- 17.3.8 Any lines painted by the Contractor not meeting the MDSHA's Traffic Paint Specifications shall be retraced ~~correctly~~ at the Contractor's expense.
- 17.4 MAINTENANCE OF TRAFFIC: Maintenance of Traffic shall not be a separate pay item. It shall be considered incidental to the other pay items.
- 17.5 TRAFFIC CONTROL PLAN (TCP):
- 17.5.1 Work Restrictions. The Engineer reserves the right to modify or expand the methods of traffic control or working hours as specified in the Contract Documents. Any request from the Contractor to modify the work restrictions shall require written approval from the Engineer at least 72 hours prior to implementing the change. The Contractor shall submit a copy of the original work restrictions with the written request.
- 17.5.2 Work is not permitted on the following holidays, nor is work permitted on the day immediately preceding and immediately following the holidays indicated below with an "*" - To be determined later for each work assignment location.
- New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Easter Weekend*

Memorial Day*
Juneteenth
Independence Day*
Labor Day*
Indigenous People's Day
Veterans Day
Thanksgiving Day*
Day after Thanksgiving*
Christmas Day

- 17.5.3 Work is not permitted on Saturdays and Sundays unless prior written approval is given by the Engineer.

APPENDIX 1
Category 900 Materials
Section 951 - Pavement Marking Materials

CATEGORY 900 MATERIALS

SECTION 951 — PAVEMENT MARKING MATERIALS

951.01 PAVEMENT MARKING PAINT

Pavement marking paint is a non-toxic, ready-mixed pigmented binder emulsified in water, capable of anchoring reflective glass beads applied separately.

951.01.01 Restrictions. Pavement marking paint shall not contain any hazardous material listed in CFR 40, Section 261.24, Table 1.

951.01.02 Physical Requirements. Pavement marking paint shall conform to the manufacturer's formulations as approved and shall be controlled from batch to batch. Paints shall be compatible with cleaning solvents used in equipment cleaning.

Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy.

Pavement marking paint shall also conform to the following.

- (a) **Viscosity.** D562. The viscosity shall be 85 ± 10 KU.
- (b) **Pigment For Yellow Pavement Marking Paint.** The colorants used to attain the yellow color shall be titanium dioxide and one or more of the following. Pigment Yellow 65, Pigment Yellow 75, and opaque Pigment Yellow 74.
- (c) **Color and Appearance.** AMS-STD-595A; 38907 for yellow or 37925 for white. Evaluate color and appearance using the following: CIE 1976 $L^*a^*b^*$, illuminant D65, and standard observer angle 1931 CIE 2 degrees. The geometry shall be 45/0 or 0/45, or d/8, excluding specular gloss.

Take measurements from samples applied to an opacity chart, e.g., Leneta Form 2A, at a wet film thickness of 15 mils $\pm$ 1 mil. The applied sample shall have been allowed to dry for at least 12 hours before measurements are taken. The evaluation shall be as follows:

- (1) **Production.** The color of the dry paint shall match the $L^*a^*b^*$ values provided, under the specified conditions. For white paint the values are: $L^* = 94.80$, $a^* = -2.35$, $b^* = 3.20$. For yellow paint the values are: $L^* = 80.70$, $a^* = 19.40$, $b^* = 88.65$. The colors shall match when compared instrumentally.

- (2) **Control.** The maximum permissible variation from the specified $L^*a^*b^*$ values shall be $2.0 \Delta E_{cmc}$. Take measurements from a sample applied over the black portion of an opacity chart.

Batches will be approved based on a laboratory visual evaluation for blemishes and irregularities in the test specimen (e.g., cracks, flaking, surface depressions, pooling, etc.) that would interfere with the measurement of color and appearance on the opacity chart. The final decision will be as determined.

- (3) **Reflectance.** The reflectance, without beads and using CIE XYZ Y_{xy} shall be a minimum Y of 80 percent for white batches; and a minimum of 50 percent for yellow batches; with a maximum of 60 percent. Take measurements from a sample applied over the black portion of an opacity chart.
- (4) **Color Difference over Black and White.** The measured color difference between readings taken over the black portion of the opacity chart from those taken over the white portion shall be a maximum value of $1.0 \Delta E_{cmc}$ for white products and $1.3 \Delta E_{cmc}$ for yellow products.
- (5) **Yellowness Index.** E313. Determine the yellowness index of the white paint using Equation 1 and the coefficients for CIE D 65 illumination, 1931 from Table 1. The yellowness index shall not exceed 8.0.
- (6) **No-Track.** Paint shall conform to 60 second no-track requirements. Determine the no track condition by passing over the applied line with a standard passenger car or pickup truck at approximately 30 degrees. The pavement surface shall show no evidence of the paint being picked up and re-deposited on the pavement by the vehicle when viewed from a distance of 50 ft.
- (d) **Flexibility.** TT-P 1952D. The binder shall not display cracking or flaking when subjected to the flexibility test; except the panels shall be 35 to 31 gauge (0.0078 to 0.0112 in.) and the tin plate approximately 3 x 6 in. Tin plates shall be lightly buffed with steel wool and thoroughly cleaned with solvent and dried before use.
- (e) **Weight per Gallon.** D1475. The weight per gallon shall be within ± 0.3 lb/gal of the value obtained on the National Transportation Product Evaluation Program's (NTPEP) North Test Deck. The Administration will stipulate another target value if the NTPEP requirements are waived.
- (f) **Shelf Life.** Paint shall not skin, curdle, settle, be difficult to apply or unusable within 12 months of the manufacture date. The supplier shall replace unacceptable containers of paint as directed. Do not use paint from a batch 12 months beyond the manufacture date.

951.01.03 Qualification. Manufacturers desiring to have their paints approved for Administration use shall have their products evaluated on the NTPEP North Test Deck. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Qualified Products List (QPL) maintained by the Office of Materials Technology. Only NTPEP evaluated formulations will be considered candidates for selection, unless otherwise waived. The Office of Materials Technology will determine qualification.

951.01.04 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting production batch samples prior to shipment. The samples shall be sent to the Administration laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests as specified in 951.01.02. The Administration will determine conformance with the requirements. Approval will be required before a batch or portion of a batch is shipped.

951.01.05 Certification. The manufacturer shall certify that any paint batch supplied conforms to all applicable specifications in accordance with TC-1.03 and as specified; and provide a statement certifying that any paint supplied is identical in composition to the material submitted for NTPEP testing. The same code name used on the test deck must identify the product. Failure to certify will be grounds for product batch rejection.

Certification for yellow paint shall include the name or the type of colorant used to achieve the yellow color. All paint composition and chemical analysis information will keep confidential.

Certification shall also contain the following.

- (a) Manufacturer's name.
- (b) Manufacturer's address.
- (c) Material color.
- (d) Manufacture date f (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Recommended paint temperature at the spray gun.
- (h) Material Safety Data Sheets.

951.01.06 Production Facility.

- (a) The producer shall provide a facility capable of producing pavement marking paint in the quantity and quality specified; subject to Administration approval.

- (b) The producer shall provide a laboratory capable of performing the required tests; subject to Administration approval.

951.01.07 Packaging. Label each container with the following information.

- (a) Manufacturer's Name.
- (b) Manufacturer's address.
- (c) Material color and component type, if applicable.
- (d) Manufacture date (mm-yy).
- (e) Lot or batch identification number.

951.02 PAVEMENT MARKING TAPE

Pavement marking tape shall be capable of adhering to new or existing asphalt pavement or Portland cement concrete surfaces. The tape shall be backed with a pressure sensitive adhesive. The tape shall be applied according to the manufacturer's recommendations. A primer may be used to condition the pavement surface prior to placement according to the manufacturer's recommendations.

- (a) The tape shall be permanent, durable, highly retroreflective, and designed to withstand high traffic volumes and severe wear conditions. The tape shall be manufactured as longitudinal tape or legends/symbols and the surface texture may be either flat or patterned.
- (b) The tape shall remain in place on the pavement surface without being displaced by traffic, and shall not be affected by weather conditions.

951.02.01 Categories. Pavement marking tape shall consist of a mixture of polymeric materials, pigments and reflective spheres distributed throughout the base cross-sectional area with retro-reflective spheres bonded to the topcoat surface. Pavement marking tape shall conform to one of the following categories.

- (a) **Inlaid Pavement Marking Tape – Warranty.** The material shall be capable of being inlaid into new asphalt pavement surfaces.
- (b) **Surface-applied Pavement Marking Tape.** The material shall be capable of being applied to existing asphalt or Portland cement concrete pavement surfaces.

- (c) **Contrast Pavement Marking Tape.** The material shall consist of yellow and black or white and black tapes bonded together to form a one piece roll or may be two separate tapes that are placed together on the pavement. The single roll or the separate tapes shall be 3 in. wider than the normal width of the tape. The black portion shall be evenly divided with 1 1/2 in. on each side of the white or yellow tape. The material shall be capable of being applied to Portland cement concrete surfaces.

951.02.02 Restrictions. The combined total of heavy metals listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1, if present, shall not exceed 100 ppm when tested by X-Ray Fluorescence, ICP, or a comparable method capable of this level of detection.

951.02.03 Physical Requirements. The material shall meet the following:

- (a) **Glass Beads.** Refer to 951.09. Glass beads shall not contain more than 200 parts per million when tested in accordance with EPA Methods 3052, 6010B and 6010C.
- (b) **Retroreflectance.** The manufacturer shall certify that the white and yellow materials have the minimum initial retroreflectance values of 350 mcd/L/m² for white and 250 mcd/L/m² for yellow markings in any 528 ft section. Retro-reflectance shall be measured using a reflectometer with CEN 30-meter geometry (88.76 degree entrance angle and 1.05 degree observation angle).
- (c) **Color.** The color of the material shall match AMS-STD-595A color chips for white (37925), yellow (38907) or black (37038).
- (d) **Frictional Resistance.** E 303. The surface of the retroreflective pliant polymer shall provide a minimum initial average skid resistance value of 45 BPN.
- (e) **Appearance.** The material shall be of good appearance and free from cracks. Edges shall be true, straight and unbroken.
- (f) **Application.** If the markings are to be applied in a specific direction, the material shall be marked as to the application direction.
- (g) **Packaging.** All materials supplied shall be packaged in conformance with accepted commercial standards. Materials manufactured in rolls shall have no more than three splices per 150 ft of length.
- (h) **Shelf life.** Materials shall have a minimum shelf life of one year.

951.02.04 Qualification. Manufacturers desiring to have their materials approved for Administration use shall have their products evaluated on the NTPEP North Test Deck unless otherwise waived. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List. The Office of Materials Technology will determine qualification.

951.02.05 Certification. The manufacturer shall furnish certification per TC-1.03 and provide Material Safety Data Sheets for all products submitted for use. The manufacturer shall certify that any pavement marking tape supplied conforms to the samples evaluated on the NTPEP test deck. Formulas shall be identified by referring to the code used on the deck.

Submit certification for inlaid pavement marking tape per Section 552.

The manufacturer shall also provide the following:

- (a) A facility capable of producing the tape in the quantities and quality required by the Administration.
- (b) A laboratory capable of performing the tests required in 951.02.03.
- (c) Both facilities will be subject to Administration approval.

951.03 EPOXY PAVEMENT MARKINGS

Epoxy pavement markings consist of a two-component, 100 percent solids system.

951.03.01 Physical Components.

(a) Composition.

COMPONENT A		
	PERCENT BY WEIGHT	
PIGMENT	WHITE	YELLOW
Epoxy Resin	75 - 82	75 - 79
Titanium Dioxide	18 - 25	14 - 17
Organic Yellow	—	7 - 8

- (1) D 476. Component A White shall consist of Type II Rutile Titanium Dioxide only. No extender pigments are permitted. Component A Yellow shall consist of yellow pigments and tinting colors proportioned to produce the color specified in 951.08.02(a). Titanium Dioxide used in Component A Yellow shall conform to Type II Rutile.
- (2) The epoxy system shall contain no volatile solvents. The cured film shall be no less than 99.5 percent of the wet film thickness of the test panel.
- (b) **Epoxide Number.** D1652. The pigment free weight per epoxy equivalent (WPE) for Component A White and Yellow shall conform to a target value of ± 50 as manufactured and as approved.

- (c) **Amine Number.** D2074. The amine value of the curing agent Component B shall consist entirely of stable amines. The total amine value shall conform to a target value ± 50 as provided by the manufacturer and as approved.

951.03.02 Restrictions. The combined total of heavy metals listed CFR 40, Section 261.24, Table 1, shall not exceed 100 ppm when tested by X-Ray Fluorescence, ICP, or comparable method capable of this level of detection.

951.03.03 Mixed Composition.

- (a) **Mixing Ratio.** The mixing ratio for the epoxy pavement marking material shall be proportioned according to the manufacturer's recommendations. The ratio shall not vary more than 2.5 percent.

(b) **Color - White and Yellow.**

- (1) **Production.** The color of the cured epoxy material film of the production sample shall match the specified color chips conforming to AMS-STD-595A when visually compared or by instrumental measurement.
- (2) **Control.** Control color matching determinations will be made using a Pacific Scientific Color Machine at an observation angle of 2 degrees, and the C.I.E. Chromatically Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured epoxy film sample:

	WHITE Color No. 37925		YELLOW Color No. 38907	
	X	Y	X	Y
Standard Chip	0.310	0.330	0.480	0.450
Delta Tolerance	± 0.020	± 0.020	± 0.030	± 0.030

- (c) **Yellowing Index.** E313. After curing for 72 hours, the yellowing index of the white material when tested using the C.I.E. Scale Illuminate C and 45/2 degrees geometry shall not exceed 8.0 preceding QUV and shall not exceed 15.0 QUV after 72 hours.
- (d) **Toxicity.** The material shall not exude fumes which are toxic or injurious to persons or property when heated to the application temperature.
- (e) **Directional Reflectance.** E1347. The directional reflectance(s) shall be minimums of 80 for white and 50 for yellow after QUV using the C.I.E. Scale Illuminate C and 45/2 degrees geometry.

- (f) **Abrasion Resistance.** C501. The abrasion resistance of the material (mixed without glass beads) shall be 80 mg maximum loss when tested using a 1000 g load, 1000 cycles, CS-17 wheel and a 15 ± 0.5 mil wet film thickness on a S-16 plain steel plate.
- (g) **Hardness.** D2240. The Type D Durometer Hardness shall be 75 minimum. Cast test films on a suitable substrate at 20 ± 1 mil wet film thickness. The film shall be cured 24 to 72 hours at 75 ± 2 F prior to testing.
- (h) **Tensile Strength.** D638. The average tensile strength shall be a minimum of 6000 psi when tested using Type IV molded specimens. Specimens shall be cured 24 to 72 hours at 75 ± 2 F in relative humidity of 50 ± 3 percent prior to testing.
- (i) **Compressive Strength.** D695. The compressive strength of the material shall be a minimum of 12 000 psi. Test specimens shall be cured 72 hours at 75 ± 2 F in relative humidity of 50 ± 3 percent prior to testing.
- (j) **Adhesion to Concrete.** ACI Method 503. Epoxy pavement markings shall have a 4000 psi minimum adhesion to the concrete surface with 100 percent concrete failure. The prepared specimens shall be conditioned for 24 to 72 hours at 75 ± 2 F prior to testing.
- (k) **Infrared Spectroscopy.** Both component A and component B shall be analyzed to verify for control purposes that materials submitted for use are of an identical formulation as originally approved. Deviations from comparison with the original sample shall be cause for rejection.
- (l) **Curing.** D711. Epoxy marking materials shall be fully cured at a surface temperature of 35 F or above. The pavement marking material shall exhibit a no-tracking time of less than 10 minutes. The manufacturer shall furnish a table depicting typical no-track time versus various temperatures in the recommended application temperature range.

951.03.04 Qualification. Manufacturers desiring to have their materials approved for Administration use shall have their products evaluated on a NTPEP North Test Deck unless otherwise waived. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List. The Office of Materials Technology will determine qualification.

951.03.05 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting samples from each production batch prior to shipment. The samples shall be sent to the Administration's laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy. The Administration will determine conformance with the requirements. Approval will be required before a batch, or a portion of a batch is shipped.

Take random samples on the project according to the Material Quality Assurance Processes and test as specified. Non-conformance may result in the suspension from the certification program until qualification is reestablished.

951.03.06 Certification. TC-1.03. The manufacturer shall certify that any pavement marking batch supplied conforms to all specifications and provide a statement certifying that any paint supplied is identical in composition to the material submitted for NTPEP testing. The same code name used on the test deck must identify the product. Failure to certify will be grounds for product batch rejection.

Certification shall also include the following.

- (a) Manufacturer's name.
- (b) Manufacturer's address.
- (c) Material color.
- (d) Manufacture date f (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Material Safety Data Sheets.

951.03.07 Packaging. Label each container with the following:

- (a) Manufacturer's Name.
- (b) Manufacturer's address.
- (c) Material color and component type, if applicable.
- (d) Manufacture date (mm-yy).
- (e) Lot or batch identification number.

951.03.08 Production Facility.

- (a) The manufacturer shall provide a facility capable of producing thermoplastic pavement markings in the quantity and quality specified; subject to Administration approval.
- (b) The manufacturer shall provide a laboratory capable of performing the required tests; subject to Administration approval.

951.04 THERMOPLASTIC PAVEMENT MARKINGS

Thermoplastic pavement markings shall be homogeneously composed of pigment, filler, resins, glass beads and conform to the following.

951.04.01 Composition.

COMPONENT	TEST METHOD	COLOR	
		WHITE	YELLOW
Binder, % min	Certified	18.0	18.0
Premixed Reflective Beads, % min	MSMT 614	30.0	30.0
Titanium Dioxide, % min	X-Ray Fluorescence	10.0	N/A
Calcium Carbonate Inert fillers, % max	D34	42.0	*
Yellow Pigment, % —	—	N/A	*

*Amount of yellow pigment, calcium carbonate and filler shall be at the option of the manufacturer.

- (a) **Restrictions.** Thermoplastic pavement markings shall not contain any hazardous material listed in CFR 40, Section 261.24, Table 1. Diarylide type pigments shall only be used when the pavement marking material application temperature does not exceed 392 F.
- (b) **Binders.** Binder shall be alkyd consisting of maleic modified glycerolester of resin and other plasticizers.
- (c) **Titanium Dioxide.** Rutile type.
- (d) **Inner Mix Glass Beads.** Refer to 951.09. Glass beads shall not contain more than 200 parts per million when tested in accordance with EPA Methods 3052, 6010B and 6010C.

951.04.02 Properties.

(a) Physical Properties.

TEST PROPERTY	TEST METHOD	SPECIFICATION LIMITS
Bond Strength, psi min.	T 250	180
Softening Point, F		215 ± 15
Low Temperature Stress Resistance	T 250	No Cracks
Abrasion Resistance	MSMT 614	0.5 g. Loss, max

- (b) **Specific Gravity.** The specific gravity of the white and yellow pavement marking material shall be 1.7 to 2.2 when tested according to MSMT 614.

(c) **Color.** After heating for 4 ± 0.5 hours at 425 ± 3 F, the thermoplastic shall meet E1347 and the following.

(1) **Production.** The color of the cured thermoplastic material film shall match the AMS-STD-595A Color chips when compared by instrumental measurement.

(2) **Control.** Control color matching determinations will be made using a Pacific Scientific Color Machine, and an observation angle of 2° , and the CIE Chromaticity Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured thermoplastic film sample.

	WHITE Color No. 37925		YELLOW Color No. 38907	
	X	Y	X	Y
Standard Chip	0.310	0.330	0.480	0.450
Delta Tolerance	± 0.020	± 0.020	± 0.030	± 0.030

(d) **Reflectance.**

COLOR	TEST METHOD	DAYLIGHT REFLECTANCE at Degree	PERCENT Min.
White	AMS-STD-595A No. 37925	45 - 0	80
Yellow	AMS-STD-595A No. 38907	45 - 0	50

(e) **Yellowing Index.** E313. The yellowing index of the white material shall not exceed 8 prior to QUV and 15 after QUV.

951.04.03 Qualification. Manufacturers desiring to have their products approved for Administration use shall have their products evaluated on the NTPEP North Test Deck. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List. Only NTPEP evaluated products will be considered candidates for selection, unless otherwise waived. The Office of Materials Technology will determine qualification.

951.04.04 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting samples from each production batch prior to shipment. The samples shall be sent to the Administration's laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy. The Administration will determine conformity with the requirements. Approval is required before a batch or a portion of a batch is shipped.

Random samples may be taken on the project and tested for conformance with these specifications. Nonconformance may result in the suspension from the certification program until qualification is reestablished.

951.04.05 Certification. TC-1.03. The manufacturer shall certify that any pavement marking batch supplied conforms to all applicable specifications and shall provide a statement certifying that any material supplied is identical in composition to the material submitted for NTPEP testing. The same code name used in the published report from the test deck must identify the product. Failure to certify will be grounds for batch rejection.

Certification shall also contain the following.

- (a) Manufacturer's name.
- (b) Manufacturer's address.
- (c) Material color.
- (d) Manufacture date f (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Material Safety Data Sheets.

951.04.06 Production Facility.

- (a) The manufacturer shall provide a facility capable of producing thermoplastic pavement markings in the quantity and quality specified; subject to approval.
- (b) The manufacturer shall provide a laboratory capable of performing the required tests, subject to approval.

951.04.07 Packaging. Label each container with the following information.

- (a) Manufacturer's Name and Address.
- (b) Material color and component type, if applicable.
- (c) Manufacture date (mm-yy).
- (d) Lot or batch identification number.

951.05 THERMOPLASTIC PAVEMENT MARKINGS - 40-MIL HIGH BINDER

Thermoplastic material shall be composed of a homogeneous mixture of pigment, filler, resins and glass beads and shall conform to the following.

951.05.01.

(a) Composition.

COMPONENT	TEST METHOD	COLOR	
		WHITE	YELLOW
Binder, % min	Certified	25.0	25.0
Premixed Reflective Beads, % min	MSMT 614	25.0	25-40 MIL.0
Titanium Dioxide, % min	X-Ray Fluorescence	10.0	N/A
Calcium Carbonate Inert fillers, % max	D34	42.0	*
Yellow Pigment, % —	—	N/A	*

*Amount of yellow pigment, calcium carbonate and filler shall be at the option of the manufacturer, provided all other requirements are in conformance.

(b) **Restrictions.** Pavement marking paint shall not contain any hazardous material listed in CFR 40, Section 261.24, Table 1. Diarylide type pigments shall only be used when the manufacturer or pavement marking material application temperature does not exceed 392 F.

(c) **Binders.** The binder shall be alkyd consisting of maleic modified glycerolester of resin and other plasticizers.

(d) **Titanium Dioxide.** Rutile type.

(e) **Inner Mix Beads.** Refer to 951.09. Glass beads shall not contain more than 200 parts per million when tested in accordance with EPA Methods 3052, 6010B and 6010C.

951.05.02 Properties.

(a) Physical Properties.

TEST PROPERTY	TEST METHOD	SPECIFICATION LIMITS
Bond Strength, psi min.	T 250	180
Softening Point, F		215 ± 15
Low Temperature Stress Resistance	T 250	No Cracks
Abrasion Resistance	MSMT 614	0.5 g max. loss

(b) **Specific Gravity.** MSMT 614. The specific gravity of the white and yellow pavement marking material shall be 1.7 to 2.2.

(c) **Color.** E1347. After heating for 4 ± 0.5 hours at 425 ± 3 F, the thermoplastic shall be as specified and the following.

(1) **Production.** The color of the cured thermoplastic material film of the production sample shall match the AMS-STD-595A Color chips specified when compared by instrumental measurement.

(2) **Control.** Control color matching determinations will be made using a Pacific Scientific Color Machine, and an observation angle of 2° , and the CIE Chromaticity Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured thermoplastic film sample.

	WHITE Color No. 37925		YELLOW Color No. 38907	
	X	Y	X	Y
Standard Chip	0.310	0.330	0.480	0.450
Delta Tolerance	± 0.020	± 0.020	± 0.030	± 0.030

(3) **Reflectance.**

COLOR	TEST METHOD	DAYLIGHT REFLECTANCE at Degree	PERCENT MIN
White	AMS-STD-595A No. 37925	45 - 0	80
Yellow	AMS-STD-595A No. 38907	45 - 0	50

(d) **Yellowing Index.** E313. The yellowing index of the white material shall not exceed 8 prior to QUV and 15 after QUV testing.

951.05.03 Qualification. Manufacturers desiring to have their materials approved for Administration use shall have their products evaluated on the NTPEP North Test Deck unless otherwise waived. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List. The Office of Materials Technology will determine qualification.

951.05.04 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting samples from each production batch prior to shipment. The samples shall be sent to the Administration's laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy. The Administration will determine conformance with the requirements. Administration authorization shall be required before a batch, or a portion of a batch is shipped.

Random samples may be taken on the project in conformance with the Sample Frequency Guide and tested for conformance with these specifications. Nonconformance may result in the suspension from the certification program until qualification is reestablished.

951.05.05 Certification. The manufacturer shall certify in accordance with TC-1.03 that any pavement marking batch supplied complies with all applicable specifications and conforms to the formulation identified by the same product code or name placed on the NTPEP test deck from which it was approved. The same code or name as used in the published report from that test deck must identify the product. Failure to certify will be considered grounds for product batch rejection.

Certification shall also include the following.

- (a) Manufacturer's name.
- (b) Manufacturer's address.
- (c) Material color.
- (d) Manufacture date f (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Material Safety Data Sheets.

951.05.06 Production Facility.

- (a) The manufacturer shall provide a facility capable of producing thermoplastic pavement markings in the quantity and quality specified; subject to Administration approval.
- (b) The manufacturer shall provide a laboratory capable of performing the required tests; subject to Administration approval.

951.05.07 Packaging. Label each container with the following information.

- (a) Manufacturer's Name.
- (b) Place of Manufacture.
- (c) Color of Material and Component Type, if applicable.
- (d) Date of Manufacture (month-year).
- (e) Batch or Lot Identification Number.

951.06 PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

The material shall be highly durable retroreflective polymeric materials designed for use as transverse lines, numbers, legends, symbols and arrow markings subjected to high traffic volumes and severe wear conditions such as shear action from crossover or encroachment.

- (a) The material shall adhere to all asphalt pavement and Portland cement concrete (PCC) pavement surfaces and any existing pavement markings when applied according to the manufacturer's recommendations.
- (b) The material shall be capable of conforming to pavement contours, breaks and faults, shall not be affected by weather conditions, and shall remain in place on pavement surfaces without being displaced by traffic.
- (c) The material shall have a minimum shelf life of one year.

The material shall conform to the requirements of the MdMUTCD and the following:

- (a) **Composition.** Refer to the relevant sections of M 249. The material shall consist of polymeric materials, pigments, binders and glass beads distributed throughout the entire cross-sectional area.

Restrictions. The combined total of lead, cadmium, mercury and hexavalent chromium shall not exceed 100 ppm when tested by X-ray diffraction, ICP, or comparable method capable. Non-leachable lead based pigments will not be permitted. Diarylide type pigments shall only be used when the manufacturer's recommended application temperature does not exceed 392 F.

- (b) **Color.** AMS-STD-595A color chip Nos. 17886 for white and 13538 for yellow.
- (c) **Frictional Resistance.** E303. The surface of the applied material shall provide a minimum average skid resistance value of 50 BPN when tested as specified.
- (d) **Patching.** The material shall be capable of use for patching worn areas of the same type.
- (e) **Thickness.** The minimum thickness without adhesive shall be 120 mils.
- (f) **Adhesion.** C666, Method B. The material shall retain a minimum of 65 percent adhesive bond after 100 freeze-thaw cycles.
- (g) **Beads.** M 247, Type I.

(1) **Refractive Index.** MSMT 211.

- (2) **Acid Resistance.** MSMT 211. 15 percent of the beads (maximum) shall show formation of a distinct opaque white layer on the entire surface.

Field Testing. Materials selected for use on Administration projects shall be field tested for performance at AASHTO regional test facilities, such as National Transportation Product Evaluation Program (NTPEP). The materials shall meet a minimum retained reflectance of 100 mcd/m²/lux after evaluation testing.

Materials performing satisfactorily throughout the test period will be placed on the Qualified Products List (QPL) maintained by the Office of Materials Technology.

Certification. TC-1.03. Samples submitted for testing shall be accompanied by the manufacturer's certified analysis. Any marking materials supplied shall be identical in composition to the material submitted for initial testing.

951.07 SNOWPLOWABLE RAISED AND NON-SNOWPLOWABLE RAISED PAVEMENT MARKERS

Snowplowable Raised Pavement Markers (SRPM) include markers installed in steel or polycarbonate holders or by direct application into a groove. Non-Snowplowable Raised Markers (NSRPM) are used with temporary pavement markings.

951.07.01. Pavement Marker Reflector Lenses. Pavement marker reflector lenses shall be 4.00 in. x 2.00 in. x 0.46 in. The slope of the reflecting surface shall be 30 degrees and the area of each reflecting surface shall be 1.7 in.². The outer surface of the shell shall be smooth except in identification areas. All pavement marker reflector lens shall be imprinted with the manufacturer's name and the model number.

- (a) **Lenses for SRPMs with Holders.** D4383. Pavement marker reflector lenses shall be comprised of materials with adequate chemical, water and UV resistance for the intended use capable of being installed in a steel casing or recessed polycarbonate holder and shall conform as specified. The reflector lens shall contain one or two prismatic reflective faces to reflect incident light from opposite directions. The reflector lens shall be in the shape of a shallow frustum of a pyramid. The bottom of the reflector lens shall be equipped with either an elastomeric pad to permit its attachment to the surface of the holder or the manufacturer's recommended adhesive may be used. The surfaces of the lens faces shall provide extremely durable abrasion resistance. Holders for the markers shall be either a steel casting or a plastic holder that is recessed in a groove.
- (b) **Lenses for Direct SRPMs without Holders.** D4383. Pavement marker reflector lenses be comprised of materials with adequate chemical, water and UV resistance for the intended use and shall conform as specified. The reflector lens shall contain one or two prismatic reflective faces to reflect incident light from opposite directions. The reflector lens shall be in the shape of a shallow frustum of a pyramid. The housing for

the lens shall be designed for application directly to the pavement in the specified groove.

951.07.02 SRPM Adhesive. M 237, Type IV. Use to fasten the SRPM holders and Direct SRPMs to the pavement as specified. Rapid set adhesives shall not be used. The surface of all marker lenses shall be free of gloss or substances that will inhibit bonding of the adhesive.

951.07.03 SRPM Holders

- (a) **Polycarbonate.** A polycarbonate plastic material with dimensions of 5.00 in. x 3.00 in. x 0.70 in. capable of holding a SRPM lens recessed in a 1/8 in. groove below the pavement surface. The polycarbonate holder shall have tabs capable of extending out onto the pavement for the purpose of proper positioning. The surface of the housing shall be free of dirt, oil, grease or any other substance that may reduce its bond to the epoxy adhesive.

951.07.04 Reflector Lens Adhesive. Used to fasten the reflector lens to the holder in accordance with the manufacturer's recommendations.

951.07.05 Non Snowplowable Raised Markers. D4280. NSRPMs shall be comprised of materials with adequate chemical, water and UV resistance for the intended use and shall conform as specified. The reflector lens shall contain one or two prismatic reflective faces to reflect incident light from opposite directions. The reflector lens shall be in the shape of a shallow frustum of a pyramid. The bottom of the reflector lens shall be equipped with either a pressure-sensitive elastomeric pad to permit its attachment to the surface or be capable of being installed using a hot bitumen adhesive according to the manufacturer's recommendations.

951.07.06 Field Evaluation. SRPMs shall be evaluated on the National Transportation Product Evaluation Program's (NTPEP) North Test Deck. NSRPMs may be field evaluated on any NTPEP Test Deck. SRPMs and NSRPMs that perform satisfactorily throughout the evaluation period will be placed on the Administration's Qualified Products List (QPL). Random testing of samples will be performed and conformance will be determined by the Office of Materials Technology (OMT).

951.07.07 Quality Assurance Sampling. Refer to 549.03.02.

951.07.08 Material Shipment. SRPMs and NSRPMs shall be shipped in containers sealed by the manufacturer. The label on each container shall include the following.

- (a) Manufacturer's Name.
- (b) Place of Manufacture.
- (c) Color of Material and Component Type.
- (d) Date of Manufacture (month-year).

(e) Batch and Lot Identification Number.

(f) Size/quantity of lot represented.

951.07.09 Certification. Furnish certification for all SRPMs and NSRPMs as specified in TC-1.03. All SRPMs and NSRPMs supplied shall conform to the identical composition of the samples submitted for NTPEP evaluation. Identify SRPMs and NSRPMs by referring to the code used on the test deck SRPMs and NSRPMs that fail to conform will be rejected.

The manufacturer shall also provide the following.

(a) Material Safety Data Sheets for all materials submitted for testing and use.

(b) A facility capable of producing the SRPMs and RPMs in the quantity and quality required.

(c) A laboratory capable of performing the required tests; subject to Administration approval.

951.08 REMOVABLE PAVEMENT MARKING TAPE

Removable pavement marking tape shall remain in place on the pavement surface without being displaced by traffic or affected by weather conditions. The tape shall be capable of being removed without the use of heat, solvents, grinding, or sand blasting and shall not leave an objectionable residue.

The tape shall be of good appearance and free from cracks. Edges shall be true, straight and unbroken. Line tape shall be in rolls having no more than three splices per 150 ft of length. All tape shall be packaged in conformance with accepted commercial standards and have a minimum shelf life of one year.

Select Removable pavement marking tape from the Qualified Products List (QPL).

Performance Requirements. The tape shall be applied in conformance with the manufacturer's recommendations to provide a neat, durable marking that will not flow or distort due to temperature. The tape shall be weather resistant and show no signs of lifting, tearing, shrinkage or other indications of poor adhesion that may reduce its useful life. The tape shall be capable of being removed without tearing into small pieces.

951.08.01 White and Yellow Tape. Removable pavement marking tape shall conform to the requirements of MdMUTCD and the following:

(a) **Composition.** The tape shall consist of a mixture of polymeric materials, pigment, and glass beads distributed uniformly throughout the surface.

- (b) **Glass Beads.** 951.09. Glass beads shall not contain more than 200 parts per million when tested in accordance with EPA Methods 3052, 6010B and 6010C.
- (c) **Color.** The color of the tape shall match AMS-STD-595A color number 37925 - White and color number 38907 - Yellow.
- (d) **Retroreflectivity.** The minimum retroreflectivity shall be 500 mcd/lux/sq./m. for white tape and 300 mcd/lux/sq./m. for yellow tape.
- (e) **Frictional Resistance.** E 303. The British Pendulum Number shall be a minimum of 50.

951.08.02 Blackout Tape. Blackout tape shall conform to the requirements of the MdMUTCD and the following:

- (a) **Composition.** Blackout tape shall consist of a mixture of high quality polymeric materials, pigments, and inorganic fillers distributed throughout its cross sectional area, with a matte black non-reflective surface and shall not contain metallic foil. The tape shall be pre-coated with a pressure sensitive adhesive. A nonmetallic medium shall be incorporated to facilitate removal.

Patterned tapes shall have a minimum of 20 percent of the total surface area raised and coated with nonskid particles. The channels between the raised areas shall be substantially free of particles.

- (b) **Color.** The color of the blackout tape shall match AMS-STD-595A color number 37038 – Black, or as approved.
- (c) **Frictional Resistance.** E303. The British Pendulum Number shall be a minimum of 50.

951.08.03 Qualification. Manufacturers desiring to have their tape approved for Administration use shall have their products evaluated on the NTPEP North Test Deck. Materials meeting the requirements and performing satisfactorily throughout the evaluation period will be placed on the QPL. Only NTPEP evaluated products will be considered candidates for selection, unless otherwise waived. The Office of Materials Technology will determine qualification.

951.08.04 Certification. TC-1.03. The manufacture shall certify that any pavement marking material batch supplied conforms to all specifications and that the material supplied conforms to the identical formulation as the samples submitted for evaluation on the NTPEP North test deck. The formulas shall be identified by referring to the code used on the deck. Nonconforming materials will be rejected.

Certification shall also contain the following:

- (a) Manufacturer's name.

- (b) Place (address) of manufacture.
- (c) Color of material.
- (d) Date of manufacture (month-day-year).
- (e) Lot or batch identification.
- (f) Batch/ lot size.
- (g) Material Safety Data Sheets.

951.08.05 Quality Assurance. Random samples may be taken on the project and evaluated for conformance with these specifications. Nonconformance may result in suspension from the certification program until conformance is reestablished.

951.08.06 Production Facility.

- (a) The manufacturer shall have a facility capable of producing the tape in the quantity and quality required; subject to Administration approval.
- (b) The manufacturer shall have a laboratory capable of performing the required tests; subject to Administration approval.

951.08.07 Packaging. Packaging shall conform to the manufacturer's shipping requirements to prevent damage during handling and delivery. Installation instructions shall be included with all shipments. The shipping package shall be marked with the following:

- (a) Description of item.
- (b) Date of manufacture.
- (c) Successful Bidder's Name.
- (d) Purchase Order Number.
- (e) Lot Number.
- (f) Color.

951.09 GLASS BEADS

Glass beads applied to the surface of liquid pavement markings shall conform to the following.

951.09.01 Requirements. M 247, Type I.

- (a) MSMT 211. The refractive index shall be 1.50 minimum.
- (b) D1155. Beads shall have a minimum average roundness of 80 percent.
- (c) EPA Method 3052, 6010B and 6010C. Beads shall contain no more than 200 parts per million arsenic or lead.

951.09.02 Certification. TC-1.03. The manufacturer shall provide certification that the glass beads supplied conform as specified. The manufacturer shall also provide Material Safety Data Sheets for all materials submitted for certification. Certification shall also include the following:

- (a) Manufacturer's name.
- (b) Place (address) of manufacture.
- (c) Specification reference.
- (d) Lot or batch identification.
- (e) Size of lot/batch.

951.10 POLYUREA PAVEMENT MARKING MATERIALS

Polyurea pavement marking materials shall consist of a 100 percent solids two-component system.

951.10.01 Physical Components

- (a) **Composition.** The polyurea coating shall be formed by the reaction of two components (Part A and Part B).
 - (1) At least one component shall be composed of secondary amines, pigments and fillers as needed to meet performance requirements of this specification.
 - (2) The two components shall be formulated so they cure properly cure when mixed at a volumetric ratio of two volumes of Part A and one volume of Part B (2:1).
 - (3) The components shall not contain appreciable amounts of volatile diluents. The polyurea coating shall be essentially a 100 percent solids product.
 - (4) The polyurea coating materials shall be manufactured without the use of lead chromate pigments or other similar, lead-containing chemicals.
 - (5) The white polyurea shall contain not less than 16 percent by weight rutile titanium dioxide pigment to ensure adequate opacity, hiding power and reflective properties.

Store the binder components in a cool, dry, well ventilated area indoors 40 F to 100 F (4 C to 38 C). Use within 12 months of receipt.

(b) Pigment. D476.

- (1) Component A - White shall consist of Type II Rutile Titanium Dioxide only. No extender pigments are permitted.
- (2) Component A - Yellow shall consist of yellow pigments and tinting colors proportioned to produce the color specified in 951.10.03(b). Titanium dioxide used in Component A -Yellow shall conform to Type II Rutile.

951.10.02 Restrictions. The combined total of heavy metals listed in CFR 40, Section 261.24, Table 1, shall not exceed 100 ppm when tested by X-Ray Fluorescence, ICP, or comparable method capable of this level of detection.

951.10.03 Mixed Composition.

- (a) **Mixing Ratio.** The ratio for mixing the polyurea pavement marking material according to the manufacturer's recommendations is 2:1. The ratio shall not vary more than 2.5 percent.

(b) Color - White and Yellow:

- (1) **Production.** The color of the cured production polyurea material film of the production sample shall match the specified color chips conforming to Federal Standard 595 when compared visually or by instrumental measurement.
- (2) **Control.** Control color matching determinations will be made using a Pacific Scientific Color Machine at an observation angle of 2 degrees, and the C.I.E. Chromatically Coordinate Color Matching System under light source Illuminate C, with the following tolerances permitted between the standard chip and the cured epoxy film sample:

	WHITE Color No. 37925		YELLOW Color No. 38907	
	X	Y	X	Y
Standard Chip	0.310	0.330	0.480	0.450
Delta Tolerance	± 0.020	± 0.020	± 0.030	± 0.030

951.10.04 Color and Weathering Resistance: The mixed polyurea compounds, both white and yellow, when applied to 3 in. x 6 in. aluminum panels at 15 ±1 mil in thickness with no glass beads or elements and exposed for 500 hours in a Q.U.V. Environmental Testing Chamber, as described

in ASTM-G154, Cycle #1, shall conform to the minimum requirements. Color shall not change appreciably.

951.10.05 Track-Free Time. D711. The polyurea marking material shall reach a track-free condition in 10 minutes or less for a 15 mil thickness when tested as specified. The track-free time shall not increase substantially with temperature decreasing to 30 F.

951.10.06 Adhesion to Concrete. ACI Method 503. The polyurea coating shall have such a high degree of adhesion to the concrete test specimen that the specimen shall exhibit a substantial failure when tested. The prepared specimens shall be conditioned at room temperature (75 F $\pm$ 2 F) for a minimum of 24 hours and maximum of 72 hours prior to testing.

951.10.07 Adhesion to Asphalt. ACI Method 503. The polyurea coating shall have such a high degree of adhesion to the asphalt test specimen that the specimen shall exhibit a 100 percent failure when tested. The prepared specimens shall be conditioned at room temperature (75 F $\pm$ 2 F) for a minimum of 24 hours and maximum of 72 hours prior to testing.

951.10.08 Qualification. Manufacturers desiring to have their materials approved for Administration use shall have their products evaluated on either a NTPEP Northern Test Deck, a test deck in Maryland or other state's test deck data unless otherwise waived. Modifications to previously approved products may be accepted for qualification. The Office of Materials Technology will determine qualification.

951.10.09 Material Acceptance. The manufacturer shall provide access to the Administration's representative for collecting samples from each production batch prior to shipment. The samples shall be sent to the Administration's laboratory for QA testing. Each sample shall be accompanied by certification as specified in TC-1.03. Production batch samples will be subject to random tests, such as but not limited to, X-ray spectroscopy, infrared spectroscopy, ultraviolet spectral analysis, and atomic absorption spectroscopy. The Administration will determine conformance with the requirements. Approval will be required before a batch, or a portion of a batch is shipped.

Take random samples on the project in conformance with the Frequency Guide of the Materials Quality Assurance Manual and test as specified. Non-conformance may result in the suspension from the certification program until qualification is reestablished.

951.10.10 Certification. The manufacturer shall certify that any pavement marking batch supplied conforms to all specifications in TC-1.03 and provide a statement certifying that any paint supplied is identical in composition to the material submitted for NTPEP testing. The same code name used on the test deck must identify the product. Failure to certify will be grounds for product batch rejection.

Certification shall also include the following:

(a) Manufacturer's name.

(b) Manufacturer's address.

- (c) Material color.
- (d) Manufacture date (mm-dd-yy).
- (e) Lot or batch identification number.
- (f) Lot/batch size.
- (g) Material Safety Data Sheets.

951.10.11 Production Facility

- (a) The manufacturer shall provide a facility capable of producing thermoplastic pavement markings in the quantity and quality specified; subject to Administration approval.
- (b) The manufacturer shall provide a laboratory capable of performing the required tests, subject to Administration approval.

951.10.12 Packaging. Label each container with the following:

- (a) Manufacturer's Name.
- (b) Manufacturer's address.
- (c) Material color and component type, if applicable.
- (d) Manufacture date (mm-yy).
- (e) Lot or batch identification number.

APPENDIX 2
Category 500 Paving
Section 550 - Pavement Marking Paint

CATEGORY 500

PAVING

SECTION 550 — PAVEMENT MARKING PAINT

550.01 DESCRIPTION

Furnish and apply waterborne pavement marking paint as specified or as directed. Markings include longitudinal lines, legends (letters and numbers) and symbols.

550.02 MATERIALS

Paint is a nontoxic lead free waterborne pavement marking and a non-durable material used for temporary or permanent markings. Select Pavement Marking Paint from the Qualified Products List (QPL).

Pavement Marking Paint	951.01
Glass Beads	951.09

550.03 CONSTRUCTION

Refer to 549.03.

550.03.01 Quality Control. Refer to 549.03.01.

550.03.02 Quality Assurance. Refer to 549.03.02.

550.03.03 Cleaning Pavement Surfaces. Refer to 549.03.07.

550.03.04 Quality Control Test Strip. Refer to 549.03.09.

550.03.05 Application Equipment. Use vehicle mounted application equipment capable of applying pavement marking paint as approved. Provide access to the paint application equipment for inspection.

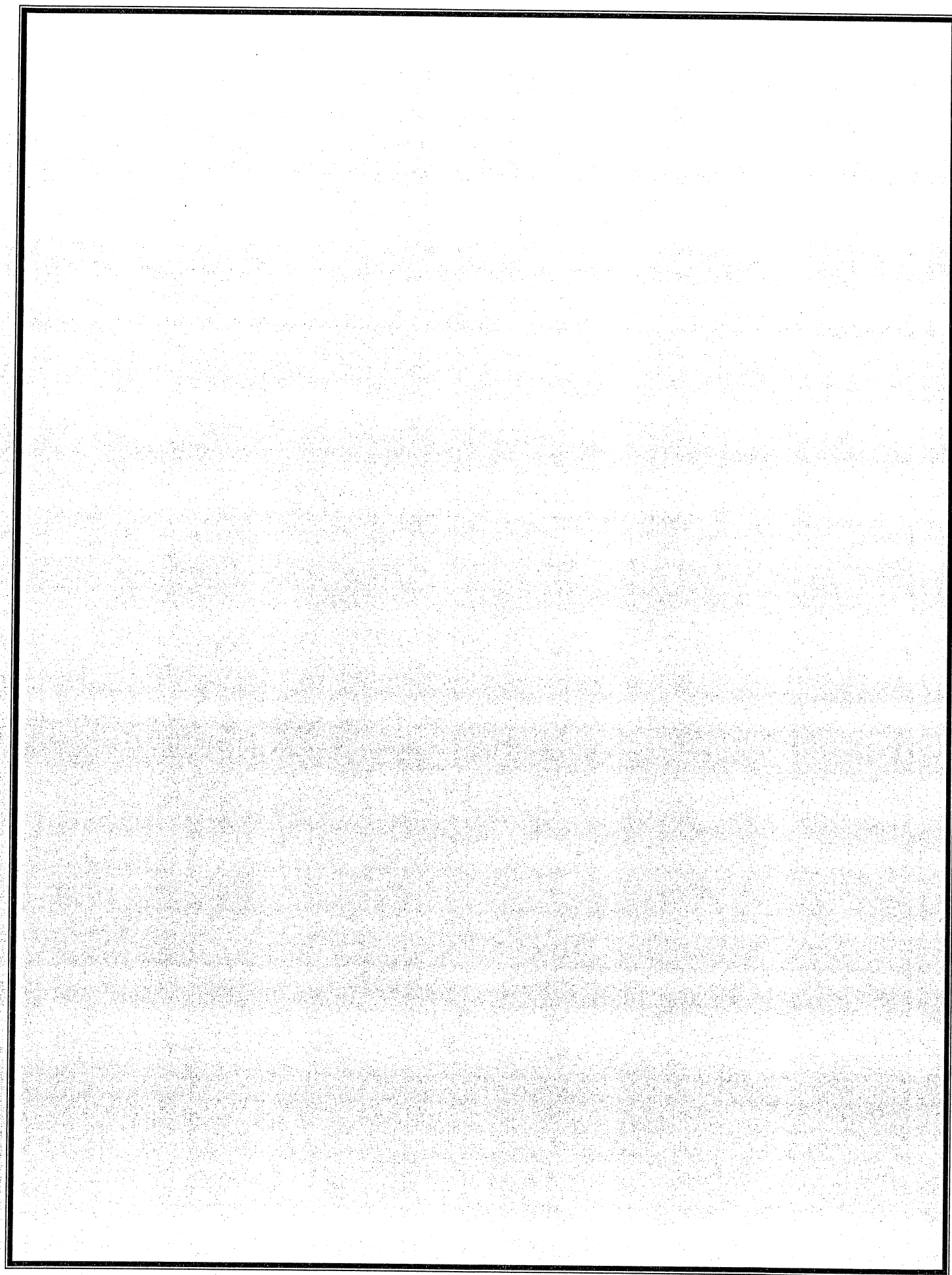
(a) **Temperature Gauges.** Use temperature gauges that have been calibrated every six months and submit a copy of the calibration certification according to the Quality Control Plan (QCP).

(b) **Footage Counters.** Use calibrated footage counters to measure pavement markings. Submit notarized certification according to the QCP.

- (c) **Usage Counters.** Use material usage counters and printers or measure tanks manually using equipment manufacturer certified tables. Use beginning and ending quantities to calculate thickness of applied lines. Record the quantities according to the QCP.
- (d) **Bead Dispenser.** Use a pressurized bead dispenser or other mechanical conveying method not dependent upon gravity for uniform application of glass beads for each material dispenser.
- (e) **Material Dispenser.** Use a material dispenser capable of applying all longitudinal markings at multiple width settings ranging from 5 in. to 12 in. and is capable of cleanly cutting off stripe ends. Reapply the quality control strip whenever the guns are repositioned or adjusted.
- (f) **Maneuverability.** Use a vehicle that is mobile and maneuverable enough to produce straight lines and standard curves in true arcs.
- (g) **Cleanliness.** Clean all parts of the equipment of foreign or different colored material prior to introducing a new batch of material.

550.03.06 Application. Apply pavement marking paint at the locations and widths specified and as directed.

- (a) **Ambient Conditions.** Apply material when the ambient and surface temperatures are at least 50 F and rising at the time of application and the relative humidity conforms to the manufacturer's recommendations.
- (b) **Moisture in Pavement.** MSMT 729. Do not apply material if test is positive for moisture.
- (c) **Application Temperature.** Temperature of applied material shall conform to the manufacturer's recommendations.
- (d) **Glass Beads.** MSMT 729. Apply glass beads uniformly across the surface of the stripe at the rate of 7 lb/gal to 9 lb/gal of paint.
- (e) **Thickness.** MSMT 729. Apply paint at a wet film thickness of 15 ± 1 mils.
- (f) **Color.** MSMT 729.
- (g) **Retroreflectance.** MSMT 729. The minimum retroreflectance shall be 150 millicandelas/lux/square meter for yellow and 250 millicandelas/lux/square meter for white.



In Witness Whereof, the parties have executed this Agreement: **PA-096-2023**

Amendment: **Not Applicable**

Approved and Agreed to:

Company: Alpha Space Control, LLC

DocuSigned by:

Richard Pryor

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(SEAL)

Name: Richard Pryor

Title: President

Howard County, Maryland

DocuSigned by:

Brandee Ganz

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Chief Administrative Officer

Name: Brandee Ganz

DocuSigned by:

Calvin Ball

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County Executive

Name: Calvin Ball

Approved for form and legal sufficiency

DocuSigned by:

Gary Kuc

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County Solicitor

Name: Gary Kuc

DocuSigned by:

Constance Tucker

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Title: Principal Counsel

Name: Constance Tucker

Approved for Sufficiency of Funds

DocuSigned by:

Rafiu Ighile

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Director of Finance

Name: Rafiu Ighile

Department Head

DocuSigned by:

Yosef Kebede

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Name: Yosef Kebede

Department of Public Works

Contract: **PA-096-2023**

Completed: **5/2/2023**

Certificate Of Completion

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Ellicott City, MD 21043

proflow@howardcountymd.gov

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Holder: Proflow Agreement Manager

proflow@howardcountymd.gov

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Signer Events

Richard Pryor

rich@alphaspacecontrol.com

President

Alpha Space Control, LLC

Security Level: Email, Account Authentication
(None)**Signature**

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Yosef Kebede

ykebede@howardcountymd.gov

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Rafiu Ighile

righile@howardcountymd.gov

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Constance Tucker

ctucker@howardcountymd.gov

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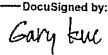
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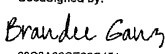
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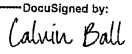
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Status

Timestamps

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electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Howard County Government of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glovelace@howardcountymd.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to glovelace@howardcountymd.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Howard County Government

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to glovelace@howardcountymd.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Howard County Government as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Howard County Government during the course of my relationship with you.

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$999,800.0000		
1	1		Linestriping, 5" Yellow	FT	5000000	\$0.1070	\$535,000.0000	Yes	
2	2		Linestriping, 5" White	FT	4000000	\$0.1070	\$428,000.0000	Yes	
3	3		Linestriping, 10" White	FT	200000	\$0.1840	\$36,800.0000	Yes	



Alpha Space Control | 1 (717) 263-0182
1580 Gabler Rd | alphaspacecontrol.com
Chambersburg, PA | rich@alphaspacecontrol.com



May 08, 2023

Kent County
709 Morgec Road
Chestertown, Md. 21620

Vickie, please accept this letter as proof that Alpha Space Control is excited to extend pricing to the Kent County. Alpha Space has confirmed a successful contract PA-096-2023 with Howard County Maryland.

We will transfer all the contract benefits to Kent County as long as the contract exists.

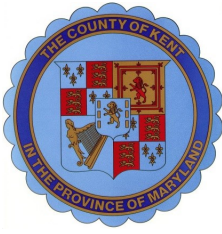
Any question or concerns please feel free to contact me.

Sincerely;

ALPHA SPACE CONTROL

A handwritten signature in black ink, appearing to read 'Rich Pryor', written in a cursive style.

Rich Pryor: General Manager



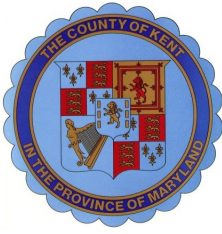
Environmental Operations Division
10/17/2023
County Commissioners Meeting

Item Summary:

Turners Creek Granary Removal

ATTACHMENTS:

Description



Environmental Operations Division

10/17/2023

County Commissioners Meeting

Item Summary:

Wood Waste Processing Contract Approval

ATTACHMENTS:

Description

10.17.23 Wood Waste Processing Contract, Between County Commissioners of Kent County and Chesapeake Construction Materials, Onsite Processing to Grind Woody Organic Materials at Nicholson Landfill



WOOD WASTE PROCESSING CONTRACT BETWEEN COUNTY & CONTRACTOR

THIS CONTRACT, made this 17th day of October 2023, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Chesapeake Construction Materials, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions of Contract Between County and Contractor, as provided by the OWNER (see Exhibit A attached), the CONTRACTOR will perform onsite wood processing to grind woody organic materials at the Nicholson Landfill, located at 23750 Larney Nick Road, Chestertown, MD 21620.
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Insurance certifying that the CONTRACTOR carries comprehensive, general liability insurance coverage through a policy which protects the OWNER, and names the OWNER as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall begin the work covered by this contract within thirty (30) days after the date of Contract Award. Work shall be completed within twenty (20) calendar days of the Contract Award.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein, by the unit pricing provided in Exhibit B and based on an estimated quantity in coordination with the budgeted amount of Thirty-Six Thousand, Seven Hundred Seventy-Five (\$36,775.00) Dollars.
6. **CONTRACT RENEWAL.** This contract shall not have an option for renewal.
7. The Contract Documents include the following:
 - A. Exhibit A - General Terms & Conditions of Contract Between County and Contractor.
 - B. Exhibit B - Contractor's Proposal.
 - C. Exhibit C - Contractor's Terms & Conditions of Services
8. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general terms and conditions and in such amounts as required by the Contract Documents.
9. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of

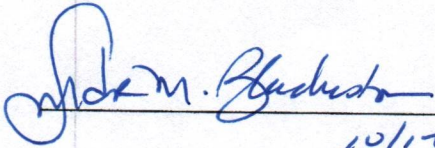
Maryland.

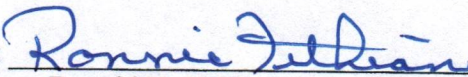
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above. This contract will remain in effect from the date first written above to June 30th, 2024.

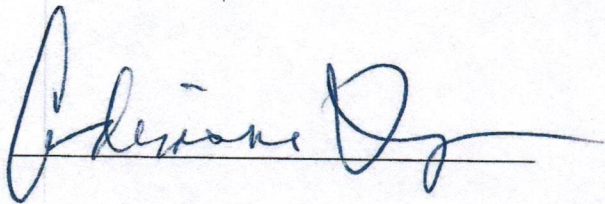
WITNESS/ATTEST

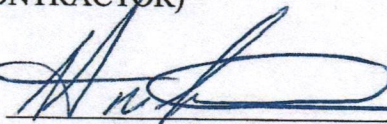
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

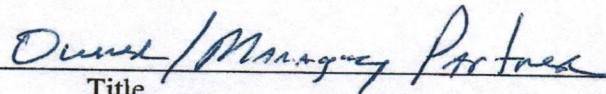

10/17/23

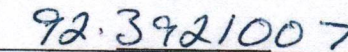
By: 
Ronald H. Fithian - President
Kent County Commissioner's Office

CHESAPEAKE CONSTRUCTION MATERIALS
(CONTRACTOR)



By: 


Title


Employer Identification Number (EIN)



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

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

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

7. COST & PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year

after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. PROVISIONS

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

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

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

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending

the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

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

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

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

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

27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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

Chesapeake Construction Materials
102 Cedar Rd, Chester Md, 21619
443-966-8686 (office) 443-790-7920 (cell)
www.chesmats.com

Proposal Accepted by _____

EXHIBIT C

TERMS AND CONDITIONS CHESAPEAKE CONSTRUCTION MATERIALS GRINDING SERVICES

1. **Services Provided.** Chesapeake Construction Materials (CCM) agrees to provide a grinder and labor to grind woody organic material designated by the Customer CCM has no obligation or responsibility to supply or remove any amount of organic material. **CCM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, REGARDING THE USE OR CONSISTENCY OF THE ORGANIC MATERIAL AFTER IT HAS BEEN PROCESSED THROUGH THE GRINDER INCLUDING, WITHOUT LIMITATION, THE QUALITY, MERCHANTABILITY OR FITNESS OF USE OF SUCH MATERIAL.**

2. **Customer's Facility.** The Customer shall provide all access required by CCM, including a suitable access road and a stable, level grinding area. The Customer shall provide a grinding area that is secure and accessible only by CCM and the Customer's employees. The secure grinding area must measure at least 300 feet by 300 feet. **THE CUSTOMER SHALL ENSURE THAT ONLY CCM EMPLOYEES AND DESIGNATED EMPLOYEES OF THE CUSTOMER ENTER THE GRINDING AREA. OVERNITE SECURE STORAGE FOR EQUIPMENT TO BE PROVIDED BY CUSTOMER**

3. **Unacceptable Materials.** The Customer shall ensure that the organic material to be processed by CCM is completely free of unacceptable materials. "Unacceptable materials" means toxic substances, explosive or flammable materials, tires, glass, metals, masonry, stone or rigid plastic. CCM may, in its sole discretion, and without liability, discontinue operation of the grinder any time that it determines organic material contains unacceptable materials. Customer shall be fully responsible for any damage or injuries caused by the presence of unacceptable materials in the organic material. The cost of repairs to CCM equipment as a result of unacceptable materials will be billed to the customer as an extra cost on a time & materials basis to include shipping, labor, tools, and materials necessary to repair the equipment to pre-event conditions.

4. **Payment.** Customer shall remit full payment within 30 days of receipt of CCM invoice. The Customer shall also pay a monthly late payment charge of 1.5% per month on all amounts not paid when due. A retainer in the amount of 0% of the contract amount shall be provided with the signing of the contract before CCM mobilizes to the site.

5. **Indemnification.** The Customer and CCM, to the extent of their respective insurance coverage, shall each indemnify and hold harmless the other from any and all liabilities, claims, penalties, forfeitures, and suits which they may incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effect on the environment, or any violation of governmental laws, regulations, or orders, caused, in whole or in part, by (a) the breach of any term or provision of this Contract by the Party against whom indemnification is asserted, or (b) any negligent or willful act or omission of the Party against whom

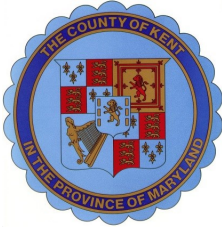
indemnification is asserted, its employees, or subcontractors. This indemnification shall not be deemed to be a waiver of any immunity the Customer or CCM may possess under State or federal law.

6. **Termination.** Upon written notice to CLM, the Customer may terminate this contract, in whole or in part, at the Customer's convenience. The Customer shall pay to CCM all costs incurred up to the effective date of the termination and all reasonable costs associated with termination of the contract including demobilization.

7. **Nonperformance.** CCM shall not be deemed to be in default under this contract by the inability of CCM to secure needed materials, or by storm, or inclement weather which impedes performance, or by acts of God, or by acts or neglect of the Customer or its agents, employees or contractors, or by regulations, restrictions or orders imposed by any governmental agency or authority, or by fire, strikes, lockouts, labor disputes, civil commotion, or other similar causes beyond the control of CCM, its agents or employees.

8. **Assignment.** The benefits and obligations under this contract shall inure to, and be binding upon, CCM, the Customer, and their respective successors. No right or duty shall be assigned, delegated, or otherwise disposed of, by either party, except with the prior written consent of the other party. Any assignment, delegation, or other disposal in violation of this Section shall be null and void.

9. **Merger.** This contract merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter of this contract and constitutes the entire agreement between the parties in respect to the subject matter.



Water and Wastewater Division 10/17/2023 County Commissioners Meeting

Item Summary:

Worton Spray Irrigation Field Agreement Renewal

ATTACHMENTS:

Description

10.17.23 Extension Agreement, Between the County Commissioners of Kent County, Franklin M. Dill, II, and the Maryland Agricultural Land Preservation Foundation, Worton Spray Irrigation Fields

EXTENSION AGREEMENT

This Extension Agreement dated this 3rd day of October 2023 extends a previously executed Agreement by the parties dated January 1, 2009 (the "Agreement"), recorded among the Land Records for Kent County, Maryland in Liber M.L.M. No. 593, folio 345 and subsequently amended by an Amendment to Agreement dated September 16, 2010, an Extension Agreement dated June 2, 2014 (the "Amendments to Agreement"), recorded among the Land Records for Kent County, Maryland in Liber M.L.M. No. 662, folio 425 and Liber M.L.M. 797, folio 365 respectively, an Extension Agreement dated November 27, 2018 (the "Amendments to Agreement"), recorded among the Land Records for Kent County, Maryland in Liber M.L.M. No. 982, folio 129. This Extension Agreement is agreed to by and between THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, a body politic and corporate, and a political subdivision organized and existing under the laws of the State of Maryland, hereinafter the "COUNTY", Franklin M. Dill, II, hereinafter the "OWNER", and the Maryland Agricultural Land Preservation Foundation, hereinafter "MALPF".

WHEREAS, the Agreement has a five (5) year term with successive renewal periods of five (5) years, at the Option of the County;

WHEREAS, the term of the Agreement will expire on January 1, 2024;

WHEREAS, the County has proposed a 5% increase in the License Fee as provided in Paragraph 1. (c) of the Agreement; and

WHEREAS, in furtherance thereto, the parties execute this Extension Agreement with an effective date of January 1, 2024.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

1. All parties agree to extend the original five (5) year term of the Agreement to and including January 1, 2029.
2. Paragraph 1. (c) of the Agreement is hereby amended to read as follows: "The County shall pay to the owner an annual license fee as follows. The fee shall be thirteen thousand six hundred fifty dollars (\$13,650), which is one hundred eighty dollars and sixty eight cents (\$180.68) per acre of sprayed/irrigated land payable on or before January 1st of each year in which the County is utilizing the aforementioned lands of the Owner for spray irrigation purposes. This fee shall be renegotiated every five (5) years for each successive renewal period as set forth in paragraph 1 (b) "Term" above.
3. The Owner shall meet requirements and participate in the Maryland Department of Agriculture Cover Crop program. Cover crops will be planted annually in all spray fields to allow extended utilization of spray fields.
4. In all other respects, the Agreement of the parties dated January 1, 2009, and the Amendments to Agreement dated September 16, 2010, June 2, 2014 and November 27, 2018, shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, each of the parties hereto has caused this Extension Agreement to be executed this 3rd day of October 2023.

Christ L. Giannakos

Witness

Franklin M. Dill II (Seal)

Franklin M. Dill, II, Owner

Ronald H. Fithian
10/17/23

Witness

COUNTY COMMISSIONERS OF KENT COUNTY

BY: Ronnie Fithian (Seal)

Ronald H. Fithian, President

Approved for form and legal sufficiency this _____ day of _____ 2023:

Assistant Attorney General

MARYLAND AGRICULTURAL
LAND PRESERVATION FOUNDATION

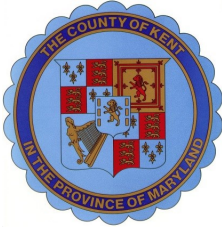
Witness

BY: _____

Carol S. West, Director, Department of Agriculture

BY: _____

Michael Calkins, Chair, Board of Trustees



Water and Wastewater Division 10/17/2023 County Commissioners Meeting

Item Summary:

Kent County Comprehensive Water and Sewerage Plan
Water/Sewer Service Request Review Process

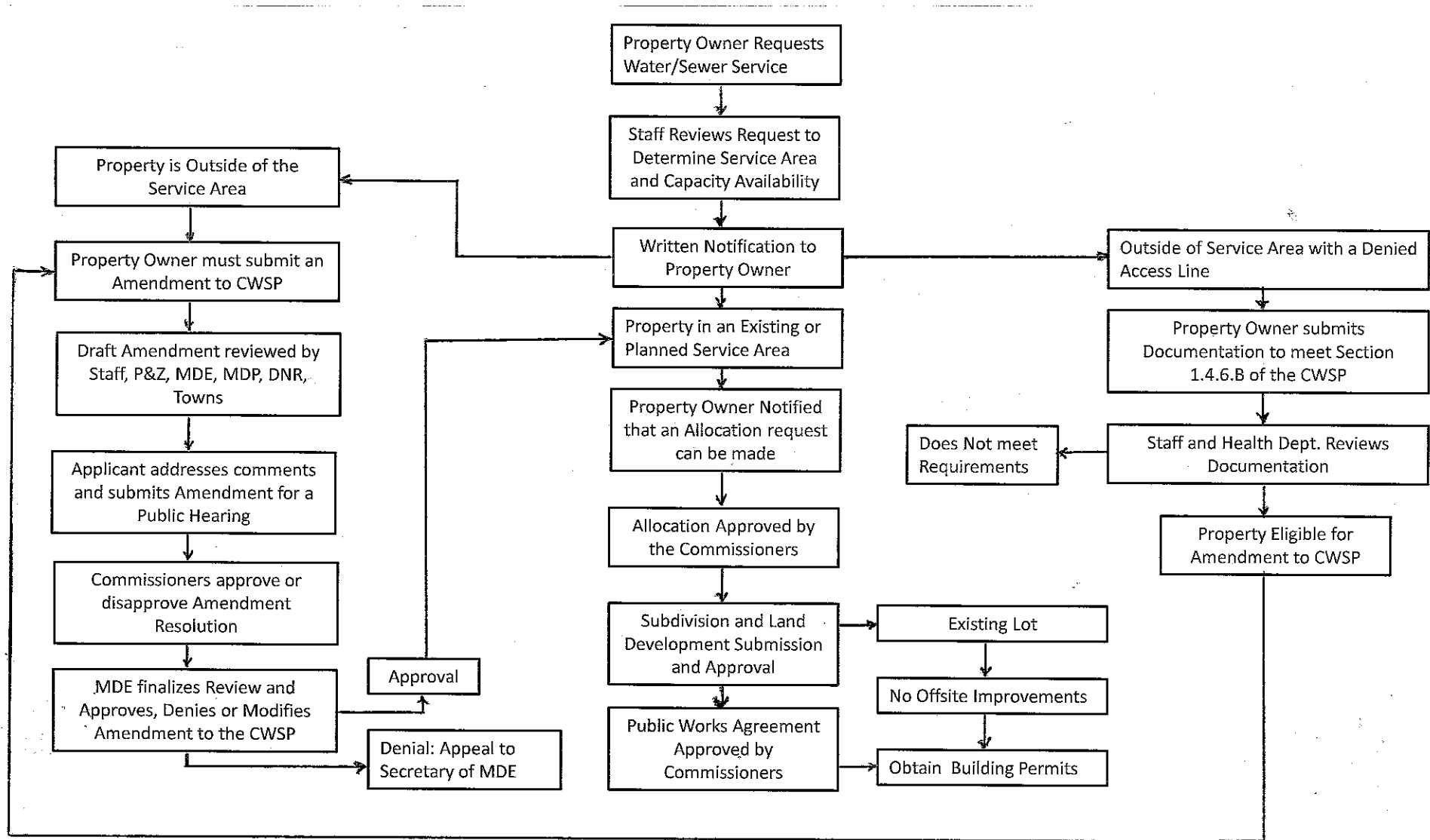
ATTACHMENTS:

Description

Water-Sewer Service Request Review Process Flow Diagram
Water-Sewer Service Request Review Process Description

KENT COUNTY COMPREHENSIVE WATER AND SEWERAGE PLAN

WATER/SEWER SERVICE REQUEST REVIEW PROCESS





Kent County Comprehensive Water and Sewerage Plan Water/Sewer Service Request Review Process

The following review process is based on the requirements of COMAR and the County' adopted Comprehensive Water and Sewerage Plan (CWSP).

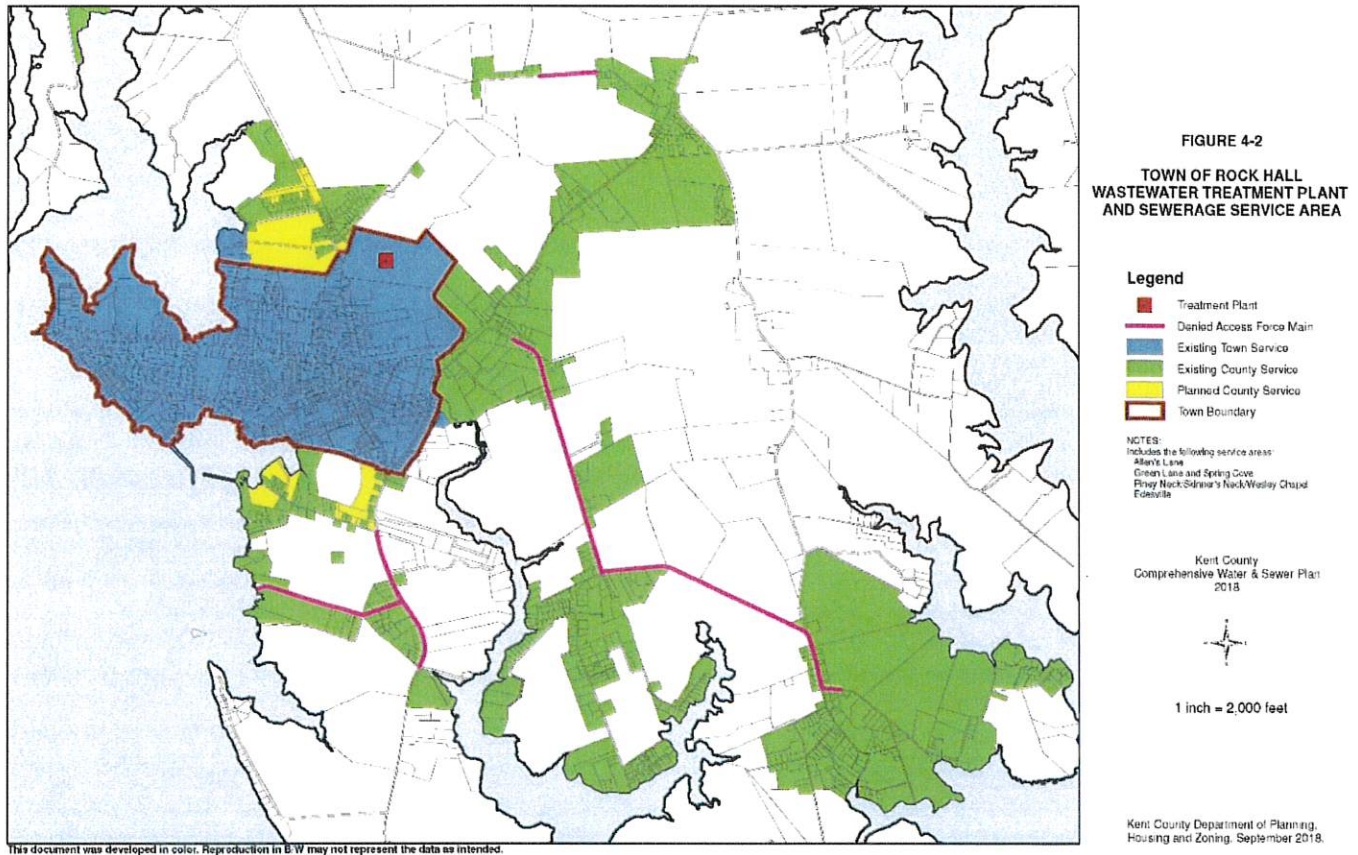
1. The property owner submits a written request for public water and/or sewer service, identifying the property and capacity requested (EDU's).
2. County staff reviews the County adopted CWSP, tax maps and any files on the property to determine if the property is in an existing or planned sewer service area.
3. If the property is in the existing or planned sewer service area (see example map below) and there is capacity available in the treatment facility and conveyance system, the applicant is notified in writing that they can apply to the Commissioners for approval of an allocation. Following conditional approval by the Commissioners, a public works agreement is developed and approved by the Commissioners to establish easements, allocation fees, installation of utilities, offsite improvements, security, etc.
4. If the property is outside of the service area and the service area is not connected to a denied access line, the applicant is notified in writing that the applicant must submit an amendment to the CWSP for review and approval to add the property to the service area.. Staff will review the amendment to determine if there are any improvements to the water and/ or sewer facilities necessary to service the property. The review process will include coordination with County Planning and Zoning, the developer and State (MDE, MDP, DNR). Once the CWSP amendment is approved by all parties, an allocation request can be made and with conditional approval by the Commissioners, a public works agreement is developed and approved to establish easements, allocation fees, installation of utilities, offsite improvement, security, etc.)
5. If the property is outside of the service area and the service area is connected to a denied access line, the applicant must meet the requirements of Section 1.4.6 of the CWSP noted below. In general, the property must demonstrate that:

A. There is an existing failing septic system that can be remedied and environmentally preferable by connection to the public sewer system.

B. The property owner can document that the property can be served by a septic system, demonstrating that it can be developed and that it is environmentally preferable to connect to the public sewer system. If so, the property cannot be further subdivided.

If the required conditions can be met, an amendment to the CWSP must be drafted and submitted to the Planning Commission and reviewed by the State (MDE,MDP, DNR). Any Comments must be addressed prior to a public hearing and approval of a resolution by the Commissioners. The amendment is then submitted to the State for final approval or modification. Once the amendment is

finalized and the property is included in the service area, the property owner can start the allocation approval process as noted above in paragraph 3.



Excerpt from the County Comprehensive Water and Sewerage Plan

1.4.6. Denied Access Facilities (Formerly Denied Access Lines or Restricted Access Lines)

- A. “Denied Access” water and sewerage service lines are water or sewer service lines which pass through lands located outside of the 10-year service areas as delineated in the locally-adopted, State-approved County Water and Sewerage Plan. These lines may be used only when studies have documented that all other reasonable options have been ruled infeasible for technical, financial, or other sound cause. This policy may be applied to service lines and appurtenances used only for the following circumstances:
1. To provide service connections to a limited number of parcels with documented failed individual systems. Denied access lines must be clearly identified on parcel based-maps adopted within this document and described in the text of the County Water and Sewer Plan. Parcels that are permitted to connect to these lines must meet all of the requirements in Paragraph B below; or
 2. To provide a connection to an existing shared sanitary facility.
- B. Connection of any property or parcel to a “Denied Access” line is prohibited unless all of the following is demonstrated:



1. The allocation is for an improved legal lot of record that existed prior to the County adoption of the denied access line in the Water and Sewer Plan, and the local health department has certified that the septic system is failing and cannot be corrected on site; or the connection is to an unimproved lot of record that can demonstrate it is buildable by passing on-site well and septic requirements;
2. The served properties are contiguous to the right-of-way containing the service main;
3. There is adequate capacity in the treatment and conveyance system to serve the new area or the County has allocation available from the municipality; and
4. There shall be only one allocation granted per lot, except that additional allocations may be granted if there are multiple authorized uses existing on the lot as of the date of the installation of the line, such as an apartment, small business, second home, so on.

1.6.2.1. Amendment Required

- Any proposed individual, shared facility water supply system having a capacity equal to or greater than a 5,000 gpd average or any proposed individual, shared facility sewerage system having a capacity equal to or greater than a 5,000 gpd average.
- Any proposed 5,000 gpd average capacity or greater modification, expansion, or upgrade to any existing shared facility, whether currently included in this Plan or not.
- Any new or amended residential subdivision, or business facility, within or in close proximity to a planned service area which would exceed 5,000 gpd.
- Any change to the status of a denied access line.

COMAR Regulations Associated with submittal and approval of a Comprehensive Water and Sewerage Plan

26.03.01.02 General Provisions.

B. County Government Required to Develop Plans. The county governing body is the coordinating agency required to develop county water and sewerage plans. These plans shall incorporate all or part of subsidiary plans of the towns, municipal corporations, sanitary districts, privately owned facilities, and local, State, and federal agencies having existing, planned, or programmed development within the county. The governing body shall give notice to these officials and entities and they shall be provided an opportunity to be heard.

C. Annual Review of Plan. The county plan shall be reviewed by the governing body at least annually. A report of the review, together with amendments to or revisions of the plan as adopted by the governing body, shall be submitted to the Department.

D. Comprehensive Planning Agencies Shall Be Consulted. Every official planning agency having any immediate jurisdiction in a county, including those comprehensive planning agencies with multi-county or regional jurisdiction, shall be consulted by the governing body in connection with the preparation, amendment, or revision of county plans. A statement that the above agencies have been consulted shall be attached.



E. Public Hearings on Amendments Required. A public hearing shall be held on all amendments and revisions to the county water and sewerage plan. The Department shall receive prior written notice of all public hearings on plans, amendments, or revisions.

26.03.01.03 Submission of County Plans.

A. The governing body of each county and Baltimore City shall develop and submit annual amendments or revisions to the county water and sewerage plan as required by Environment Article, §9-511—9-513, Annotated Code of Maryland. The steps listed below shall be followed in sequence:

(1) Submit the plan in preliminary form, with all attachments, to the appropriate multi-county or regional comprehensive planning agency, the Department of State Planning, the Department of Natural Resources, and the Department of the Environment. The preliminary form shall be a rough draft of the entire plan and shall include maps in a complete presentation.

(2) Receive and consider comments from the Department, which will act as the coordinator for comments from the agencies sent a preliminary plan for review according to §A(1), of this regulation.

(3) A public hearing will be held.

(4) The plan shall then be formally adopted.

(5) After adoption, the plan will be prepared in final format as set forth in Regulation .04 of this chapter.

(6) Four copies of the plan will be submitted in final form to the Department for review. One copy shall be forwarded to the Department of Natural Resources and one to the Department of State Planning.

(7) The Department shall, within 6 months after submission, approve, disapprove, or approve in part the finally submitted county plan, its amendments or revisions. When disapproved in whole or part, the governing body of the county, within 6 months from the notification of disapproval, shall have the right to appeal the action of the Department to the Secretary of the Environment.

26.03.01.04 Requirements Applicable to Adopted County Plans.

A. All county plans, amendments, or revisions shall be prepared in conformance with this regulation. Each adopted plan shall be arranged with an introduction and a minimum of four chapters as outlined below.

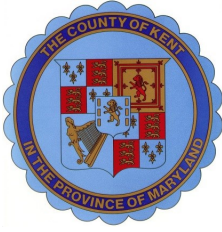
B. Introduction:

(1) A statement certifying that the plan has been officially adopted by the county governing body;

(2) A statement certifying that the plan has been submitted to the Department and it meets the requirements of Regulation .02B of this chapter;

(3) A statement certifying that sections of the plan covering engineering aspects of water and sewerage projects have been prepared and reviewed for adequacy by a registered professional engineer licensed in the State;

(4) The letter of approval from the Department.



**Thomas N. Yeager, County Attorney and Mike Moulds, Director, Public
Works
10/17/2023
County Commissioners Meeting**

Item Summary:

Resolution 2023-17 Pertaining To The Amendment To The Kent County Comprehensive Water and Sewerage Plan

ATTACHMENTS:

Description

10.17.23 Resolution 2023-17 Amendments to the Kent County Comprehensive Water and Sewerage Plan,
2018 Update to Include Public Sewer Service for the Construction of Restrooms at the County's Toal Park

RESOLUTION 2023-17
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

PERTAINING TO THE AMENDMENT TO THE KENT COUNTY COMPREHENSIVE WATER AND SEWERAGE PLAN, 2018 UPDATE TO INCLUDE PUBLIC SEWER SERVICE FOR THE CONSTRUCTION OF RESTROOMS AT THE COUNTY'S TOAL PARK

WHEREAS, pursuant to Title 9, Subtitle 5 of the Environmental article of the Maryland Annotated Code, the County Commissioners of Kent County, Maryland have general powers to adopt and amend a county plan addressing water supply systems and sewerage systems and has hereto adopted the Kent County Comprehensive Water and Sewerage plan, 2018 update.

WHEREAS, the Kent County Planning Commission discussed the proposed plan amendment on January 25, 2023, and found that it was in compliance with the Land Use Ordinance and Comprehensive Plan.

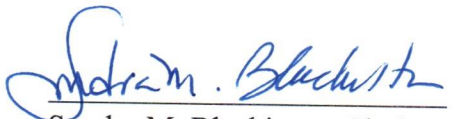
WHEREAS, after the due notice was published, the County Commissioners conducted a public hearing on September 26, 2023, at which time the proposed amendment was discussed, staff's recommendations were considered, and public comment was solicited; and

NOW, THEREFORE, after considering the evidence which had been presented at the public hearing regarding the proposed amendment, The County Commissioner of Kent County, Maryland hereby amend the Comprehensive Water and Sewerage Plan to include public sewer service for the construction of public restrooms at the County's Toal Park as set forth in Figure 4-3 revised attached hereto and made a part hereof.

This amendment shall take effect on the 17th day of October, 2023, the date of adoption by the County Commissioners.

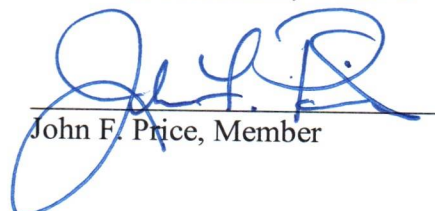
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk
10/17/23


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

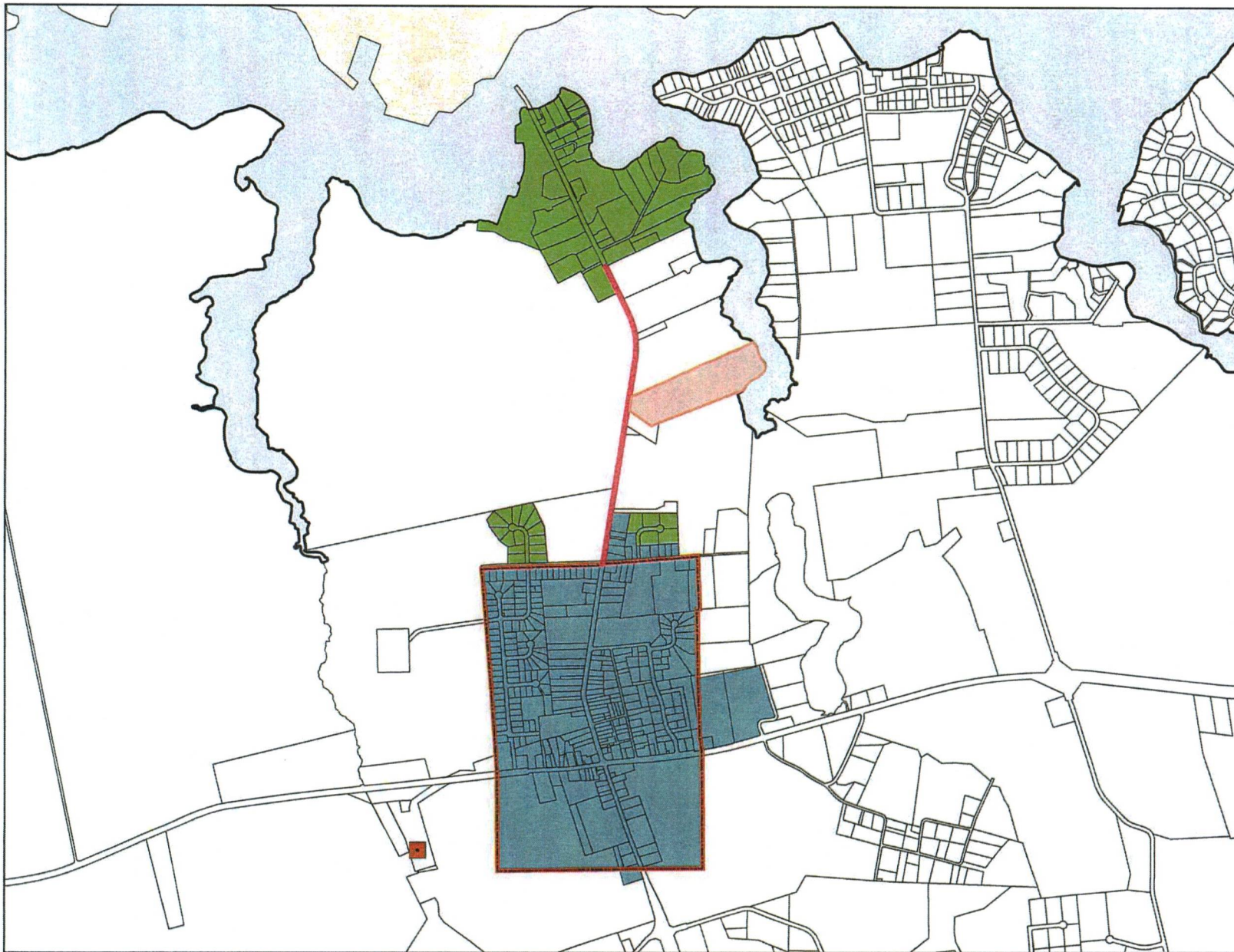


FIGURE 4-3
TOWN OF GALENA
WASTEWATER TREATMENT PLANT
AND SEWERAGE SERVICE AREA

Legend

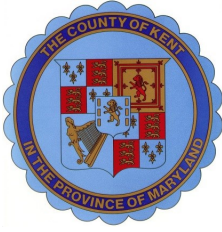
- Treatment Plant
- Denied Access Force Main
- Existing Town Service
- Existing County Service
- Town Boundary
- County Boundary
- Proposed Connection for Toal Park

Kent County
 Comprehensive Water & Sewer Plan
 2018



1 inch = 1,200 feet

Kent County Department of Planning,
 Housing and Zoning, September 2018.
 Revised: 11/18/22: Toal Park Amendment



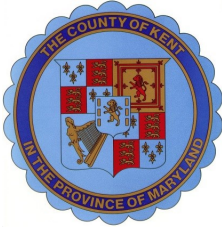
Thomas N. Yeager, County Attorney
10/17/2023
County Commissioners Meeting

Item Summary:

Village at Kennedyville

ATTACHMENTS:

Description



Lisa Mazingo, Director, Kent Family Center
10/17/2023
County Commissioners Meeting

Item Summary:

FY2024 Maryland Family Network Contract

ATTACHMENTS:

Description

10.17.23 Services Contract Agreement Between Maryland Family Network and County Commissioners of Kent County for a Family Support Center

SERVICES CONTRACT AGREEMENT BETWEEN MARYLAND FAMILY NETWORK
AND COUNTY COMMISSIONERS OF KENT
COUNTY FOR A FAMILY SUPPORT CENTER

This Contract is effective as of July 1, 2023, by and between Maryland Family Network, Inc. (hereinafter "MFN"), a non-profit corporation organized and existing under the laws of the State of Maryland, and having a mailing address of 1001 Eastern Avenue, Second Floor, Baltimore, Maryland 21202-4364 and County Commissioners of Kent County (hereinafter "CONTRACTOR") an organized and existing under the laws of the State of Maryland, and having a mailing address of 400 High Street, Chestertown, Maryland, 21620.

Whereas MFN and CONTRACTOR desire to outline their respective obligations, rights, and responsibilities to one another with respect to the provision or coordination of comprehensive services to parents and their young children at a Family Support Center.

MFN and the CONTRACTOR do mutually agree as follows:

I. PROGRAM AND SERVICES TO BE PROVIDED

Subject to the continuing availability of State or Federal funds, MFN shall purchase CONTRACTOR'S services to provide or coordinate at a Family Support Center comprehensive services to parents and their young children from birth to 59 months of age. The purpose of the Family Support Center is to strengthen families by focusing on parenting skills, child development, health, adult education, counseling, in-home intervention (home visiting), and employment readiness and training services.

These services shall be provided in accordance with the terms and conditions of this Contract and the following exhibits, which hereby are incorporated as part of this Contract:

1. Exhibit A: CONTRACTOR'S FY24 Program Services Proposal, as approved by MFN.
2. Exhibit B: CONTRACTOR'S current FSC budget for the period of July 1, 2023, through June 30, 2024, as approved by MFN.
3. Exhibit C: Maryland Family Support Center Manual. A copy of the most current manual as of the date of contract issue.
4. Exhibit D: Proposal and Contract Affidavit, including CONTRACTOR'S Federal Taxpayer Identification Number.
5. Exhibit E: Standard Federal Assurances and Certifications.
6. Exhibit F: Certification of Workers' Compensation Coverage.
7. Exhibit G: Additional Terms and Conditions for United States Government Funded Contract Contracts.
8. Exhibit H: Maryland State Department of Education Notice of Grant Award for the current grant year.

II. TERM OF CONTRACT AGREEMENT

The term of this Contract shall be for twelve (12) months commencing on July 1, 2023, and terminating on June 30, 2024. Upon termination, the option to renew this Contract shall be solely at the discretion of MFN. If MFN decides to renew this Contract, an offer to renew shall be made to the CONTRACTOR for an additional one-year period, thereafter, annually.

III. FUNDING TERMS

- A. Payment of funds under this Contract is conditional upon MFN receiving from the State of Maryland the amount needed to pay for the total costs of the services set forth in Exhibit B, the Approved Budget.
- B. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MFN's rights or the CONTRACTOR'S rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the CONTRACTOR and MFN from the future performance of the Contract, but not from their rights and obligations existing at the time of termination. MFN shall notify the CONTRACTOR as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
- C. Compliance Requirements:
1. This Contract is supported by the following pass-through State Funds from the Maryland State Department of Education as outlined below:

Funding Source
State General Funds
 2. All applicable general federal assistance requirements apply as set forth in the U.S. Office of Management and Budget's *OMB 2 CFR 200 Uniform Guidance*, as well as those included in the Maryland State Department of Education Notice of Grant Award and all other portions of the Maryland State funding agreement. There are no federal matching funds requirements. There are no federal program-specific requirements except as specified in Exhibit A and Section IV. A, B, and G of this Contract. All federal requirements as set forth in Exhibits D and G also apply.
 3. Compliance with federal cost requirements, generally an approved indirect cost or cost allocation plan, is necessary for reimbursement of indirect costs under this Contract.

- D. MFN will pay the CONTRACTOR no more than three hundred thirty thousand dollars \$330,000.00 for the services to be provided under the Contract. Sources of the funds are outlined below:

Funding Source	CFDA #	Funding Amount
State General Funds	N/A	\$330,000.00

If the CONTRACTOR plans to use MFN funding to sustain or subsidize other programs, the CONTRACTOR is required to notify MFN in advance. If the MFN-funded Family Support Center program is included in proposals for new funding, MFN has the right to approve or deny approval of any such program which may impact the Family Support Center.

- E. Payments by MFN shall be made to the CONTRACTOR no later than thirty (30) days after MFN receives payment from the funder (MSDE), which ties to receipt and approval by MFN of an invoice from the CONTRACTOR and as included in MFN invoice to the funder. CONTRACTOR must submit a certified invoice to MFN in an acceptable form within fifteen (15) days after the end of each month. Payment of invoices submitted after the due date may be made with payment of the invoice for the following month.
- F. CONTRACTOR must provide copies of all invoices or reports containing equivalent financial management information, as specified in Exhibit B, to the Family Support Center Director no later than the date of invoice submission to MFN.
- G. CONTRACTOR agrees to include its Federal Tax Identification Number, as shown in the Proposal and Contract Affidavit, on all invoices billed to MFN. MFN may withhold payment for failure to comply with this provision
- H. Adjustment of funds between budget categories must be approved in writing by MFN. Except as specifically prohibited elsewhere in this Contract Agreement, adjustments will be approved if they do not affect the total authorized funding and, in the judgment of MFN, are consistent with the objectives of this Contract. Such adjustments do not require an amendment to the Contract.

IV. GENERAL PROVISIONS AND CONDITIONS

- A. Program Standards
Program performance goals are set forth in Schedule 1, attached hereto; however, the monitoring documents govern performance requirements.
- B. Program Data Requirements
 1. CONTRACTOR shall participate in the MFN program management information system (MIS) and will support and actively participate in the system known as GoEngage during the contract period. CONTRACTOR agrees to catalog, insure, protect, and maintain all MIS equipment received directly or indirectly through MFN funding to support the MIS.
 2. CONTRACTOR shall submit program data to MFN in the specified format on a monthly basis or in accordance with specific timelines identified by MFN.
 3. CONTRACTOR shall retain and maintain all data, statistical records, and case management files pertaining to Family Support Center participants.
 4. If the CONTRACTOR should cease to exist, custody of all records related to the Contract must be transferred to MFN, or MFN must be notified of the successor entity which has assumed custodial responsibility.
- C. Liability for Loss of Data: In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the CONTRACTOR, the CONTRACTOR shall be responsible for making its best efforts to recreate

such lost data or records—training Activities.

1. MFN shall furnish the CONTRACTOR'S Family Support Center employees with required training programs as is reasonably necessary to assure satisfactory performance and "best practices" in providing the services required by this Contract.
2. All full-time staff members who are compensated in full or partially through this Contract or any contract supported by MFN and who provide services to participants entered in the MFN participant database must complete all MFN required training programs. Every effort must be made to ensure that part-time Family Support Center staff members receive the same level of training.

D. Development Activities

1. Publication and Publicity: As a condition of accepting this grant, CONTRACTOR is required to display Maryland Family Network, and the State of Maryland, and the U.S. Department of Health and Human Services, Administration for Children and Families, whenever publicly identifying the Family Support Center's supporters. The CONTRACTOR is encouraged to make the results and accomplishments of its Family Support Center activities known to the general public. The MFN logo and name with the caption "Leading Maryland's Family Support Centers" must be included in all publications and publicity. Any alternative wording of this phrase must be approved by MFN.
2. CONTRACTOR is required to print Maryland Family Network, the MFN logo, with the phrase "Leading Maryland's Family Support Centers" on all program materials, including, but not limited to, fliers, monthly calendars, newsletters, brochures, stationery, and press releases used or sent by the Family Support Center.
3. CONTRACTOR is required to print the name of the Family Support Center prominently at the top of all stationery, invitations, business cards, and other pieces of correspondence used or sent by the Family Support Center. The MFN logo with the phrase "Leading Maryland's Family Support Centers" should appear in the side or bottom margin of the material, as should the name or logo of the CONTRACTOR.
4. CONTRACTOR is required to notify MFN of any plans to approach a for-profit corporation (excluding small businesses) or private foundations for funding support of the Family Support Center. MFN will act as the clearinghouse for the Family Support Center and MFN requests for funding so that the CONTRACTOR and MFN can coordinate or stagger approaches to maximize gift potential. MFN will not unreasonably restrict the fundraising activities of the CONTRACTOR.
5. CONTRACTOR is required to obtain written permission and/or proper releases from the legal or authorized adult on behalf of FSC children, adolescents, and participating adults for the use of the name, voice, photograph, record, interview, digital images, and other likenesses in all media including, print, broadcast, outdoor, electronic media, social media, and other electronic and web-based communication for any purpose related to the work of this Contract, without limitation, educational and professional purposes, outreach, publicity and promotion of the Family Support Center, and its people, programs, fundraising, events, and activities.

E. Proprietary Rights and Use of Trademarks

1. CONTRACTOR acknowledges and agrees that MFN holds all proprietary rights including but not limited to copyright, trade secret, trademark and service mark in and to all forms including electronic forms of MFN's publications or revisions thereto. The names Maryland Family Network ("MFN"), the MFN acronym, the MFN logo, and all other trademarks and service marks of MFN (collectively, the "MFN Marks") are the sole and exclusive property of MFN and shall remain the sole and exclusive property of MFN during and after the term of this Contract. MFN hereby grants to CONTRACTOR a nonexclusive, royalty-free, revocable license to use the MFN-Owned Materials or MFN Marks for the sole purpose of performing its responsibilities under this Contract. The license shall be effective upon the Effective Date of this Contract and shall expire upon the expiration or earlier termination of this Contract. CONTRACTOR understands and agrees that, except for the right to use the MFN-Owned Materials or MFN Marks for the sole purpose of performing its responsibilities under this Contract as set forth in this paragraph, all property and proprietary rights in the MFN-Owned Materials or MFN Marks are expressly reserved to MFN and no license, property or proprietary rights of any kind are granted to CONTRACTOR.
2. CONTRACTOR acknowledges and agrees that the MFN Intellectual Property Rights are highly valuable and any breach of this Contract with respect thereto would cause irreparable harm to MFN.
3. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the CONTRACTOR in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of MFN. All original documents constituting Proprietary Information shall be delivered to MFN by the CONTRACTOR, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of MFN, except that the CONTRACTOR may retain copies for its files. Proprietary Information may not be utilized, disclosed, or otherwise made available to other persons by the CONTRACTOR without the prior written approval of MFN. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the CONTRACTOR by any law, regulation or rule governing professional conduct respecting confidentiality.

F. Maryland Law

The place of performance of this Contract shall be the State of Maryland. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. This Contract is subject to the approval of agencies of the State of Maryland as required under applicable laws and regulations, including approval of the Board of Public Works where appropriate.

G. Indemnification and Claims

1. The CONTRACTOR shall indemnify release, acquit and hold harmless MFN, its officers, agents, successors, and employees, from and against all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages, actions, causes of action, and demands whatsoever, which it may now have or which may accrue on account of, or in any way arising out of or relating to the performance of the CONTRACTOR or its subcontractor under this Contract.

2. The CONTRACTOR shall be obligated to secure and to maintain, for the term of the Contract, general liability insurance coverage of at least \$500,000 combined single limit. A certificate of insurance shall be provided to MFN showing MFN as an additional insured and requiring 30-day notice to MFN by the insurer of any changes to the insurance coverage, including cancellation.
3. The CONTRACTOR will be obligated to maintain, for the remainder of the term of the Contract, fidelity bond coverage with respect to the MFN funds paid or to be paid to the CONTRACTOR to fund the Family Support Center in accord with this Contract. The purpose of the bond will be to protect the interest of MFN in the event of any wrongful act by the CONTRACTOR with respect to these funds.
4. MFN has no obligation to provide legal counsel or defense to the CONTRACTOR or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not a party to this Contract against the CONTRACTOR or its subcontractors as a result of or relating to the CONTRACTOR'S obligation under this Contract.
5. MFN has no obligation for the payment of any judgments or the settlement of any claims against the CONTRACTOR or its subcontractors as a result of, or relating to, the CONTRACTOR'S obligation under this Contract.
6. The CONTRACTOR shall immediately notify MFN of any claim or suit made or filed against the CONTRACTOR or its subcontractors regarding any matter resulting from or relating to the CONTRACTOR'S obligation under the Contract and will cooperate, assist, and consult with MFN in the defense or investigation of any claim, suit, or action made or filed against MFN as a result of or relating to the CONTRACTOR'S performance under this Contract

H. Compliance with Laws

The CONTRACTOR hereby represents and warrants that:

1. It is qualified to do business in the State of Maryland, and it will take such action as, from time to time, may be necessary to remain so qualified;
2. It is not in arrears with respect to the payment of any monies due and owing to any local government, the State of Maryland, the United States of America, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
3. It shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract, including provisions of the Patriot Act; and
4. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

I. Employees of CONTRACTOR

1. CONTRACTOR must employ a full-time Center Director, a full-time Early Childhood Development Specialist, a full-time In-Home Interventionist, and a full-time Services Coordinator. The selection of the individuals to fill these positions is a joint decision between the CONTRACTOR and the designated staff of MFN.

For this purpose, the following definition of full-time employment is required. An employee working full-time at a Family Support Center is expected to work at least 30 hours per week in order to fulfill the responsibilities of the position as Family Support Centers are required to be open for service delivery at least 35 hours per week.

2. CONTRACTOR is required to secure a criminal background check on all employees who may interact with children and adolescents participating at the Family Support Center or in home-based settings.

The persons performing these services, as set forth in the Agreement and its Exhibits, shall be employees and not independent CONTRACTORS of the CONTRACTOR, except as provided in IV.J, below. CONTRACTOR is responsible for complying with all Federal and State laws, including, but not limited to, income tax and employment taxes to be withheld from wages paid to said employees and coverage for workers' compensation and unemployment.

J. Nondiscrimination

The CONTRACTOR agrees

1. Not to discriminate in any manner against an employee or applicant for employment because of race, color, creed, national origin, ancestry, age, gender, religion, physical or mental disability, sexual orientation, marital status, pregnancy, a typical hereditary cellular blood trait, liability for service in armed forces, unrelated in nature and extent so as reasonably to preclude the performance of such employment;
2. To include a provision similar to that contained in subsection (1) above in any subcontract except a subcontract for standard commercial supplies or raw materials;
3. To post and to cause any subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth the substance of this clause; and
4. To provide a culturally sensitive environment and services for all employees and participants and not to discriminate against any participant on the basis of religion, religious belief, or refusal to participate in any religious practices. For this purpose, the following definition is used:

Culturally Sensitive – Of or relating to various religious, ethnic, and cultural backgrounds.

K. Subcontracting Assignment

The CONTRACTOR may not subcontract any portion of the services provided under this Contract or otherwise permit any third party to perform its obligations under this Contract without obtaining the prior written approval of MFN, nor may the CONTRACTOR assign this Contract, or any of its rights or obligations hereunder, without the prior written approval of MFN. Any such subcontractor assignment shall be subject to any terms and conditions that MFN deems necessary to protect the interests of the State of Maryland, the U.S. Department of Health & Human Services, and MFN. MFN shall not be responsible for the fulfillment of the CONTRACTOR'S obligations to subcontractors. The CONTRACTOR shall provide MFN proof of workers' compensation coverage for any subcontractors.

L. Administration

All CONTRACTOR questions relating to the administration and performance of this Contract shall be referred to the Executive Director of MFN or her designee for determination. The MFN Executive Director is the sole determiner of what work must be accomplished to meet the terms of this Contract.

M. Technical Assistance and Consultation

MFN shall furnish the CONTRACTOR with such technical assistance and consultation by MFN staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Contract and not readily available elsewhere. The use of funds under this Contract by the CONTRACTOR to hire consultants shall require prior approval by MFN of any such arrangement and of the proposed work plan of the consultants involved and shall comply in full with Section IV.J, above.

N. Termination for Cause

1. If the CONTRACTOR fails to fulfill its obligations under this Contract properly and on time or otherwise violates any provision of the Contract, MFN may terminate the Contract. Prior to terminating this Contract, MFN shall give the CONTRACTOR thirty (30) days prior written notice by registered mail of such default. If CONTRACTOR has not cured such default within the thirty (30) day period, MFN may, by written notice not less than five (5) days after expiration of this period, terminate the Contract. The notice shall specify the acts or omissions relied on as cause for termination.
2. Upon the occurrence of any of the following events, MFN may immediately terminate this Contract effective upon receipt by the CONTRACTOR:
 - a. CONTRACTOR is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - b. CONTRACTOR voluntarily or involuntarily undertakes to dissolve or wind up its affairs;
 - c. CONTRACTOR becomes suspended or debarred by any governmental entity;
 - d. Upon notice from the Funder of a termination or modification of the agreement between the Funder and MFN that eliminates the funding or need for this Contract; or
 - e. CONTRACTOR breaches any material terms of this Contract.
3. MFN shall pay CONTRACTOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the CONTRACTOR'S breach. If the damages caused by the CONTRACTOR'S breach are more than the compensation payable to the CONTRACTOR, the CONTRACTOR will remain liable to MFN after termination. MFN's right to collect damages under this Section IV.N does not in any way constitute a waiver by the CONTRACTOR of any rights, actions, suits, or defenses the CONTRACTOR may have against MFN.
4. Upon termination of the Contract, MFN's obligation to pay described in Paragraph III.D herein shall cease, effective as of the date of termination; provided, however, that CONTRACTOR shall remain obligated for payments having already been properly incurred prior to the date of termination.
5. Within five (5) days of termination of this Contract, CONTRACTOR shall turn over to MFN unexpended funds and copies of materials prepared pursuant to this Contract.
6. All finished, or unfinished equipment, supplies, and services acquired with MFN funding shall become the property of MFN.

O. Discretionary Termination

1. The performance of work under this Contract may be terminated by MFN in accordance with this clause in whole or, from time to time, in part, whenever MFN shall determine that such termination is in the best interests of the State of Maryland, U.S. Department of

Health & Human Services, or MFN. MFN will pay all reasonable and allowable costs associated with this Contract that the CONTRACTOR has incurred up to the date of termination and all reasonable and allowable costs associated with the termination of the Contract.

2. The CONTRACTOR may terminate this Contract without cause upon ninety-(90) day's prior written notice to MFN. MFN will pay all reasonable and allowable costs associated with this Contract that the CONTRACTOR has incurred up to the date of termination and all reasonable and allowable costs associated with the termination of the Contract.

P. Consequential Damages Waiver

MFN and the CONTRACTOR waive claims against each other for special, exemplary, incidental, punitive, or consequential damages arising out of relating to this Contract. This mutual waiver includes, but is not limited to, losses of use, revenue, income, financing, business and reputation, including lost profit on other projects/work. The foregoing damage waiver shall not limit the indemnification obligations for liabilities to third parties as set forth in this Agreement.

Q. Disputes

In the event of a dispute, the CONTRACTOR must file a written notice of claim with MFN within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Such claims will be processed as outlined in Section K. above.

R. Saving Clause

Both parties hereby expressly acknowledge the possibility of substantial changes in Federal and State regulations applicable to this Contract and expressly agree to renegotiate this Contract as necessary to comply with such changes.

S. Records and Audits

1. CONTRACTOR shall retain and maintain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of no less than three (3) years after the date of final payment or the resolution of any audit finding, claim, or litigation involving the records, or disposition of nonexpendable equipment, whichever is later.
2. If the CONTRACTOR should cease to exist, custody of all records related to the Contract must be transferred to MFN, or MFN must be notified of the successor entity which has assumed custodial responsibility.
3. MFN or its authorized representatives and authorized representatives of any Federal, State, or local government agency directly or indirectly funding this Contract and appropriate governmental audit organizations shall have the right of access to any pertinent books, documents, papers, or other records of the CONTRACTOR to make audits, examinations, excerpts, and transcripts.
4. CONTRACTOR must provide one (1) copy of an audit in accordance with generally accepted auditing standards and the standards for financial audits contained in GOVERNMENT AUDITING STANDARDS issued by the Comptroller General of the United States. The audit must be performed by an independent auditor licensed and registered in the State of Maryland. Where applicable, the audit shall be in compliance with the U.S. Office of Management and Budget 2 CFR 200 Uniform Guidance "Audits of States, Local Governments, and Non-Profit Organizations," and such audits shall be accepted even when

not required. If issued by the independent auditor, MFN shall receive a copy of the communication commonly referred to as the "management letter."

5. Required audits shall be completed and submitted to MFN within nine (9) months after the end of the audited period and shall be submitted within thirty (30) days after issuance of the auditor's report to the CONTRACTOR
6. Audits shall be performed annually. The costs of audits required by this Contract are allowable administrative costs and may be direct or indirect costs as determined by applicable cost principles and regulations.

T. Contingent Fee Prohibition

The CONTRACTOR warrants that it has not employed or retained for a fee or other consideration any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract. For breach or violation of this warranty, MFN shall have the right to annul this Contract without liability or, in its sole discretion, to deduct from the consideration otherwise payable to the CONTRACTOR the full amount of such fee or other consideration.

U. Delays and Extensions of Time

The CONTRACTOR agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the CONTRACTOR for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of an MFN contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delays of an approved subcontractor or a supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the CONTRACTOR or the approved subcontractor or supplier.

V. Suspension of Work

MFN unilaterally may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of its performance for such a period of time as MFN may determine to be appropriate for the convenience of MFN, the State of Maryland, or the U.S. Department of Health & Human Services.

W. Cost and Price Certification

The CONTRACTOR, by submitting the budget, cost, or price information, certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the closing date for receipt of bids, proposals, or program budgets.

The price or approved budget under this Contract and any change order or modification hereunder shall be adjusted to exclude any significant price increases occurring because the CONTRACTOR furnished cost or price information which, as of the closing date for receipt of budgets, bids, or proposals was inaccurate, incomplete, or not current.

X. Purchase and Treatment of Assets

1. CONTRACTOR shall obtain prior written approval of MFN for any purchase of equipment costing more than Five Thousand Dollars (\$5,000.00) per item with funds paid under this Contract.
2. Title to all property furnished by MFN and title to all property acquired by the CONTRACTOR at the cost of over FIVE THOUSAND DOLLARS (\$5,000.00), including the purchase by lease-purchase agreement, for the cost of which the CONTRACTOR is to be reimbursed under this Contract, shall immediately vest in MFN upon the termination of the Contract unless an appropriate alternative use is approved in writing by MFN. Such property shall be known as "MFN property."
3. The CONTRACTOR shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of MFN property, including all MIS related equipment, so as to assure its full availability and usefulness for the performance of this Contract.
4. MFN property shall unless otherwise provided here, or specifically approved in writing by MFN, be used only for the performance of this Contract and the benefit of the Family Support Center.
5. In the event that the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to MFN property, it shall use the proceeds to repair, renovate, or replace MFN property involved, or shall credit such proceeds against the cost of the work covered by the Contract, or shall otherwise reimburse MFN as directed by MFN.
6. CONTRACTOR shall annually within thirty (30) days of the end of the annual contract term (July 30) deliver to MFN a cumulative listing of all MFN property purchased or acquired under this and any preceding Contract. The equipment list shall include the following information as to each property item:
 - a. a description of the property;
 - b. manufacturer's serial number or other identification numbers
 - c. acquisition date and cost;
 - d. source (vendor or donor name) of the property and
 - e. location, use, and condition of the property.
7. Upon termination of the Contract, MFN may require the CONTRACTOR to deliver to MFN all MFN-funded property specifically produced or acquired for the performance of this Contract.

Y. Severability

If any of the provisions in this Contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

This Contract may be amended as MFN, and the CONTRACTOR mutually agrees in writing. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by both parties.

This Contract and its Exhibits constitute the entire Contract between the parties. All other communications are superseded by this Contract. Nothing contained in this Contract shall be construed to create a legal partnership or joint venture relationship between the CONTRACTOR and MFN for any purpose other than those expressly specified in the Contract and its Exhibits.

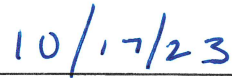
This Contract, together with the Exhibits attached hereto and incorporated herein by references, represents the complete, total, and final understanding of the parties; and no other understanding or representation, oral or written, regarding the subject matter of this Contract, shall be deemed to exist to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Contract and have caused their respective seals to be affixed hereto on or before the date first set forth herein.

County Commissioners of Kent County



By

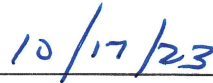


Date

Attested



By



Date

For Maryland Family Network, Inc.

Laura Weeldreyer, Executive Director

Date

Attested

By

Date

SCHEDULE 1 – PROGRAM STANDARDS FOR FAMILY SUPPORT CENTERS

- 1.1** CONTRACTOR will be required to ensure that the Family Support Center targets families with children from birth through 59 months of age (0-4 years). Goals and outcomes for the Center are delineated in the approved and signed Program Services Proposal (PSP) which includes target projections of children and families served in each program service category within tiers of intensity. Compliance with contractual requirements will ultimately be reflected through a "Satisfactory" rating on Maryland Family Network's program monitoring tools.
- 1.2** For this purpose, the following definitions will be used:
- A. Family - a parent, legal guardian, or 'caregiver' as defined by the center, and all of the children she/he brings to the Center. MFN will monitor this count by checking the "Parents Total" entry on the monthly "Participation Summary Report."
 - B. Tiers of Intensity – Program Services Proposals will include projected numbers of children and families served within 4 Core Cluster categories, including 20+ services, within a Tiered intensity model.
- 1.3** In addition, the Family Support Center will be expected to recruit new participants, through outreach at events and through delivery of support. MFN will monitor recruitment by reviewing the center's monthly Program Services Proposal data reporting spreadsheet.
- 1.4** CONTRACTOR shall implement proper safeguarding procedures in its use and participation in the Management Information System (MIS) and any other agreed-upon data collection tools, including, but not limited to, the following:
- a. "Personal Information" shall mean any information related to any identified or identifiable natural person that CONTRACTOR has received or collected for processing pursuant to this Contract.
 - b. CONTRACTOR shall process Personal Information exclusively for the purpose of providing services required by this Contract and in compliance with instructions provided by MFN.
 - c. During the term of this Contract, CONTRACTOR shall at all times process Personal Information in strict compliance with all applicable laws, rules, regulatory guidelines, and regulations, including, but not limited to, domestic data privacy, security, and breach notification laws, and generally accepted industry standards, and with laws and regulations relating to tracking and tagging activities and technologies. At a minimum, CONTRACTOR shall have control over the content of the website and be able to make changes in content in a timely manner either directly or through its website manager.
 - d. CONTRACTOR shall process Personal Information in the United States and shall not transfer Personal Information across country borders unless expressly authorized in writing by MFN.

- e. If CONTRACTOR collects any information on website users, it shall have a privacy policy available on the website describing how such information will be used. Furthermore, CONTRACTOR agrees to enable appropriate mechanisms to allow users to opt-in and opt-out of tagging and tracking, including but not limited to the provision of accurate disclosures prior to the collection of information, in accordance with applicable laws.
- f. CONTRACTOR agrees to implement appropriate technical and organizational measures and controls to protect Personal Information from accidental, unlawful, or unauthorized access, use, disclosure, tampering, destruction, or loss. Security measures shall be adequate in relation to the nature of the Personal Information and in relation to the specific risks to individuals presented by the processing of Personal Information. CONTRACTOR will update those measures and controls as needed to remain compliant with then-current industry standard practices.
- g. CONTRACTOR shall flow this clause down to any subcontractors that maintain the referenced website or have access to Personal Information obtained pursuant to this Contract.

1.5 Data Security Breach

- a. CONTRACTOR agrees that it shall notify MFN immediately, but no later than five (5) days, if it becomes aware of an actual or reasonably suspected unauthorized access, use, disclosure, tampering, destruction or loss of Personal Information, including but not limited to accidental or malicious breaches or other incursions into CONTRACTOR'S infrastructure or loss of data, with sufficient detail that MFN is able to notify affected individuals, to allow MFN to take steps to prevent or minimize hardships from such disclosures.
- b. In such an event, CONTRACTOR will provide full and prompt cooperation and support as requested by MFN in investigation and addressing the data breach. CONTRACTOR shall make available key personnel with sufficient knowledge to resolve any data privacy or security issues involving Personal Information, to work with MFN to determine the scope of the incident, to investigate the incident, and to prepare a written summary of the incident and corrective action taken.

1.6 Confidentiality

- a. "Confidential Information" means any non-public, confidential or proprietary information furnished to or obtained by CONTRACTOR, either before or after the date of the Contract, related to or which is reasonably understood to be the proprietary or confidential information of the Disclosing Party, including, without limitation, all Client Information, confidential information associated with or related to the Contract, confidential or nonpublic information concerning any aspect of the work of the Disclosing Party or its affiliates, trade secrets, financial statements, business and marketing plans, business and technical data, pending or threatened litigation, prospective contractual relations, collection, tabulation, and analysis of data, computer programming methods, designs, specifications, plans, drawings and similar materials, programs, software, databases, inventions and works (whether or not eligible for legal protection under patent, trademark,

or copyright laws), research and development, and/or work in progress. Notwithstanding the foregoing, Confidential Information does not include any information which (i) is or was in the public domain at the time communicated to the Receiving Party, or which becomes public through no fault of the Receiving Party; (ii) is or was obtained by the Receiving Party, with permission to disclose, from a third party not subject to a contractual, fiduciary or other duty not to disclose; (iii) has been independently developed by the Receiving Party, as shown by the Receiving Party's documentation; or (iv) was lawfully in the Receiving Party's possession free of any duty to the Disclosing Party before the date of disclosure to the Receiving Party by the Disclosing Party.

- b. "Client Information" means any information provided by a state or federal agency that is funding MFN's work.
 - c. Each Party agrees to preserve the confidentiality of all Confidential Information of the other Party that is obtained in performance or connection with this Contract, and shall not, without the prior written consent of the other Party, disclose or make available to any person, or use for its own benefit or that of another person or entity other than as contemplated by this Contract, any Confidential Information of the other Party, subject in all cases to any permitted third party or person being under the same obligations to keep the information confidential as called for in this Contract. These restrictions do not apply to Confidential Information which the Receiving Party (i) is required by law or regulation to disclose, but only to the extent and for the purposes of such law or regulation; (ii) discloses in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if the Receiving Party first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order or move to quash or limit such order; or (iii) discloses with written permission of the Disclosing Party, in compliance with any terms or conditions set by the Disclosing Party regarding such disclosure.
- 1.7 The CONTRACTOR shall comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) regarding access to electronic and information technology.
- 1.8 The CONTRACTOR will ensure equitable access to, and equitable participation in, activities and services by addressing the special needs of program beneficiaries in order to overcome barriers to equitable participation (General Education Provisions Act (GEPA), Section 427).
- 1.9 CONTRACTOR shall notify MFN at least 30 days in advance of any corporate changes that may impact on the CONTRACTOR's ability to fulfill the terms of this Contract.

MARYLAND FAMILY NETWORK, INC.
1001 EASTERN AVENUE, 2ND FLOOR
BALTIMORE, MARYLAND 21202-4364

PROPOSAL AND CONTRACT AFFIDAVIT

The representations in this Affidavit are material representations of fact relied upon by Maryland Family Network, Inc. in the selection of proposals and the award of contracts and agreements for services. The representations are incorporated as an integral part of any contract or award agreement, and, where the award is funded in whole or in part by governmental funds, misrepresentation may subject the Affiant to penalties beyond those applicable to most private contracts.

A.

AUTHORIZED REPRESENTATIVE, ENTITY TYPE, REGISTRATION AND TAXES

I hereby affirm that I am the (title) President and
the duly authorized representative of County Commissioners of Kent County which is a(n)

CIRCLE ONE (individual/sole proprietor) (corporation) (partnership) (government) and is a

CIRCLE ONE (for profit) (not-for-profit) entity whose

federal tax identification number is 52-6000974 (REQUIRED), and that I possess the legal authority to make this Affidavit on behalf of myself and the organization, if any, for which I am acting.

I further affirm that the organization is registered, as applicable, in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, if required, with the Maryland State Department of Assessments and Taxation and the Maryland Secretary of State, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is as follows:

Name: Ronald H. Fithian

Address: 400 High Street, Chestertown, MD 21620

I further affirm that, except as validly contested or exempted, the organization has paid, or has arranged for payment of, all taxes due the U.S. government, the State of Maryland, and any applicable local jurisdiction and has filed all required returns and reports with the U.S. government, the Maryland Comptroller of the Treasury, the State Department of Assessments and Taxation, the Maryland Employment Security Administration, and any applicable local jurisdiction, and has paid all employer payroll taxes and withholding taxes currently due the U.S. government or the State of Maryland.

- B. ANTIBRIBERY I further affirm that neither I, nor to the best of my knowledge, information, and belief, the above organization or any of its officers, directors, or any of its employees directly involved in obtaining or performing contracts or fundraising has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of federal law, of Maryland law, or of the law of any other state.
- C. MEDICARE, MEDICAID PATIENT AND PROGRAM PROTECTION ACT I further affirm that in reference to the Medicare and Medicaid Patient and Program Protection Act of 1987, Public Law 100-93, at 42USC §1397(d)(a)(9), neither I, nor to the best of my knowledge, information, and belief, the above organization, or any of its officers, directors, or employees has been convicted of or has pleaded nolo contendere to Medicare fraud, or Medicaid fraud, or patient abuse, or has been excluded by the U.S. Secretary of Health and Human Services from participation in the Medicare Program or excluded from any state health program.

- D. OTHER CONVICTIONS I further affirm that neither I, nor, to the best of my knowledge, information, and belief, the above organization, or any of its officers, directors, or any of its employees directly involved in obtaining or performing contracts or fundraising, has
- a) incident to obtaining, attempting to obtain, or performing a public or private contract; been convicted under state or federal statute of a criminal offense, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - b) been convicted of any criminal violation of a state or federal antitrust statute;
 - c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, or the Mail Fraud Act, 18 U.S.C. §1341, for acts arising out of the submission of bids or proposals for a public or private contract;
 - d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
 - f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - g) or admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above.
- E. DEBARMENT AND SUSPENSION I further affirm that
- a) neither I, nor to the best of my knowledge, information, and belief, the above organization, or any of its officers, directors, or any of its employees directly involved in obtaining or performing contracts with public bodies or in fundraising, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity: local, state, or federal;
 - b) the organization was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to the Annotated Code of Maryland or 45CFR Part 76;
 - c) the organization is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity;
 - d) neither I, nor to the best of my knowledge, information, and belief, the above organization, has knowingly entered into a contract under which a person debarred or suspended under the Annotated Code of Maryland or 45CFR Part 76 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.
- F. COLLUSION - I further affirm that neither I, nor to the best of my knowledge, information, and belief, the above organization or any of its officers, directors, or any of its employees directly involved in obtaining this contract has:
- a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the offer that is being submitted;
 - b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the price proposal of the offeror or of any competitor;
 - c) Otherwise taken any action in restraint of free competitive bidding and cost effectiveness in connection with the contract for which the accompanying offer is submitted.
- G. CONTINGENT FEES - I further affirm that the organization has not employed or retained any person, partnership, organization, or other entity, other than a bona fide employee or agent working for the organization, to solicit or secure this award, and that the organization has not paid or agreed to pay any person, partnership, organization, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the award.
- H. LOBBYING - I further affirm that
- a) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of any legislation establishing or appropriating funds supporting this contract or award;
 - b) No part of any contract or award resulting from this offering shall be used to pay the salary or expenses of the award recipient or any agent acting for such recipient to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or the Maryland State Legislature; and

Exhibit D

Services Contract Agreement for a Family Support Center

- c) No costs of attempting to influence any legislation pending before Congress or the Maryland State Legislature shall be charged either as direct or indirect costs to the award.
- I. PARTISAN POLITICAL ACTIVITY - I further affirm that
- a) The above organization does not engage in partisan political activities;
 - b) None of its employees whose principal employment activities are funded in whole or in part, directly or indirectly, with federal, state, or local government funds will engage in political activities prohibited by laws such as the Hatch Act or similar state and local laws and regulations.
- J. NONDISCRIMINATION - I further affirm that the above organization does and will comply with all federal, state, and local laws and regulations relating to nondiscrimination and has written policies to that effect which are distributed to all officers, directors, and employees and which are publicly posted for the information of all program participants.
- K. CONFLICT OF INTEREST - I further affirm that the above organization has or will establish safeguards to prohibit all officers, directors, and employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or of personal gain.
- L. DRUG AND ALCOHOL-FREE WORKPLACE - I further affirm that the above organization does and will comply with all federal, state, and local laws and regulations relating to a drug and alcohol-free workplace and has written policies to that effect which are distributed to all officers, directors, and employees and which are publicly posted. Such laws and regulations include, but are not limited to, the regulations implementing the Drug-Free Workplace Act of 1988 at 45CFR(76)(F).
- M. ENVIRONMENTAL TOBACCO SMOKE - I further affirm that the above organization does not and will not permit smoking in any portion of any indoor facility owned or leased or contracted for and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18 and that certification of compliance with PL103-227, the Pro-Children Act of 1994, will be included as a condition of any subcontracts or sub-awards for children's services issued by the organization and funded in whole or in part by funds from Maryland Family Network, Inc.
- N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be included as part of any proposal submitted to Maryland Family Network, Inc., and if the proposal is selected will become part of any contract or agreement between the organization and Maryland Family Network, Inc. I further acknowledge that this Affidavit is subject to the applicable laws of the United States and the State of Maryland, both criminal and civil and that it has been relied upon as a material representation of fact in the process of proposal selection and award determination.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: Ronnie Fithian
(Signature of Authorized Representative and Affiant identified in Section A)

Date: 10/17/23

Printed Name of Signer: Ronald H. Fithian

Witness: Shak M. Blackish

Date: 10/17/23

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCES
SF 424B - ASSURANCES - NON-CONSTRUCTION PROGRAMS**

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB 2 CFR 200 Uniform Guidance "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification is included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

If any funds have been paid or will be paid to any person for influencing or attempting 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**REGARDING COMPLIANCE WITH COMPENSATION WITH COMPENSATION CAP
(Level II of the Executive Schedule)**

Federal funds will not be used to pay any part of the compensation of an individual employed by a Head Start and/or Early Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

DRUG-FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published on January 31, 1989, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. Workplace identifications must include the actual address of buildings (or parts of the building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios, etc.).

If the workplace identified to the agency changes during the performance of the grant, the grantee should inform the agency of the change(s) to the previously identified workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers, not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will provide a drug-free workplace by doing the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or another designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or by pass-through awards from State or local governments or other entities, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Service Contract Agreement for a Family Support Center

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards, which subrecipients shall certify accordingly.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification;
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.



Signature of Certifying Official



Date

Ronald H. Fithian

Typed or Printed Name of Certifying Official

President

Title of Certifying Official

County Commissioners Of Kent County

Applicant Organization

MARYLAND FAMILY NETWORK, INC.
1001 EASTERN AVENUE, 2ND FLOOR
BALTIMORE, MARYLAND 21202-4364

WORKERS' COMPENSATION COVERAGE CERTIFICATION

By executing this Agreement with Maryland Family Network, Inc. (MFN), CONTRACTOR might be interpreted to become a *subcontractor* to MFN within the meaning of the Workers' Compensation Law of Maryland. It is a requirement of this Agreement that the CONTRACTOR comply with all applicable Federal, State, and local laws and regulations. Such compliance is the responsibility of the CONTRACTOR, not MFN. Accordingly, the CONTRACTOR must complete this Certification of Workers' Compensation Coverage as a condition for receiving this award from MFN.

Failure to provide the necessary certification to MFN or failure to obtain and maintain in force workers' compensation coverage as required by Maryland law shall be cause for termination of this Agreement. In the case of such failure, any normally allowable cost personnel costs (salaries, wages, benefits, payroll taxes, etc.) previously paid under this Agreement shall immediately be due to and reimbursed to MFN by the CONTRACTOR.

This CERTIFICATION is incorporated as an integral part of any contract agreement with MFN; and, where the contract is funded in whole or in part by government funds, misrepresentation may subject the CONTRACTOR to penalties beyond those applicable to most private contracts.

CERTIFICATE OF COMPLIANCE WITH MARYLAND WORKERS' COMPENSATION LAW

Check the appropriate statements, attach all required documents, and sign below.

- ◇ A CERTIFICATE OF INSURANCE or other appropriate document certifying that the CONTRACTOR has workers' compensation coverage for all its employees providing service under this Agreement with MFN is attached.
- ◇ The CONTRACTOR certifies that it HAS NO EMPLOYEES within the meaning of the Maryland Workers' Compensation Law AND IS SPECIFICALLY EXEMPT from coverage under the Maryland Workers' Compensation Law for the reason checked below:
 - ◇ I am the Officer of a Maryland Close Corporation and/or a Professional or Farm Corporation, I have chosen to be excluded from coverage under the Maryland Workers' Compensation Law, and a copy of my statement requesting exclusion is attached.
 - ◇ I am the sole proprietor or partner of a Maryland business entity and, as permitted by Maryland Law, I have not elected to be covered by workers' compensation.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE ITEMS CHECKED ABOVE AND ATTACHED, IF APPLICABLE, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: Ronnie Johnson
(Signature of Authorized Representative)

Date: 10/17/23

EXHIBIT G
ADDITIONAL TERMS AND CONDITIONS FOR UNITED STATES GOVERNMENT-FUNDED
CONTRACT AGREEMENTS

To the extent not set forth in Exhibit E Standard Federal Assurances and Certifications, the following terms and conditions apply as if set forth in full to work partially or fully funded with federal grants or funds, as applicable.

1. Notes:

- a. "Contract" means Services Contract Agreement executed between Maryland Family Network and County Commissioners of Kent County on July 1, 2023.
- b. "Subcontract" means any contract placed by CONTRACTOR with any third party in the performance of this Contract.
- c. "Subcontractor" means any third party the CONTRACTOR enters a Subcontract with.

2. Instructions:

- a. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below-referenced provisions from/to the CONTRACTOR to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through MFN. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to MFN.
- b. CONTRACTOR shall flow down the below provisions to all Subcontractors as required by law and regulation and require all its Subcontractors to similarly flow down such requirements.

3. Applicable to All Federally (or Potentially Federally) Funded Contracts and Subcontracts as Stipulated Below in Parenthesizes:

Applicable to All Contracts and Subcontracts:

- a. *Debarment and Suspension (E.O.s 12549 and 12689)* - A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONTRACTOR, by executing this Contract, certifies that it is not presently suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, and that should the CONTRACTOR become suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, the CONTRACTOR shall immediately notify MFN. The Excluded

Parties List System has recently been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

- b. *Prohibition on Contracting for Covered Telecommunications Equipment or Services* -The CONTRACTOR, upon acceptance of the contract certifies its compliance with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216. Contractors and Consultants are prohibited from using funds under this agreement to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). In the event, CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contractor performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report such information to MFN.
- c. *Domestic Preference for Procurements* – Consistent with section 200.322 of Title 2 of the Code of Federal Regulations, CONTRACTOR shall to the extent consistent with law and to the greatest extent practical provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For iron and steel products, “produced in the United States” means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- d. *Compliance with Law* – CONTRACTOR warrants and agrees that all goods and/or services delivered under this Contract shall be produced, sold, and delivered to MFN in compliance with and conforming to all applicable federal, state, and local laws, government and executive orders, rules and regulations, and that the prices of such goods are not in excess of any applicable price established by law or governmental regulation. CONTRACTOR shall furnish to MFN upon request certificates or other evidence showing compliance with this Article. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Contract. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR’s actions pertaining to this Contract.

Applicable for Construction or Repair Contracts and Subcontracts (applicability in bold text):

- a. *Equal Employment Opportunity* - Except as otherwise provided under 41 CFR Part 60, all **contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3** must include the equal opportunity clause provided under 41 CFR 60-1.4(b),

in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Applicable to Contracts and Subcontracts for Experimental, Developmental or Research Work

- a. *Rights to Inventions Made Under a Contract or Contract - If the Contract or Subcontracts are for the performance of experimental, developmental or research work*, the agreement provides for the rights of the Federal Government and the Client in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.

MARYLAND STATE DEPARTMENT OF EDUCATION
GRANT BUDGET C-1-25

ORIGINAL GRANT BUDGET	\$ 330,000.00	AMENDED BUDGET #		REQUEST DATE	8/11/2023
GRANT NAME		GRANT RECIPIENT NAME	County Commissioners of Kent County		
MSDE GRANT #		RECIPIENT GRANT #	230-9780		
REVENUE SOURCE		RECIPIENT AGENCY NAME	Kent Family Center		
FUND SOURCE CODE		GRANT PERIOD	7/1/2023	TO	6/30/2024

CATEGORY/PROGRAM	BUDGET OBJECT						BUDGET BY CAT./PROG.
	01- SALARIES & WAGES	02 - CONTRACT SERVICES	03- SUPPLIES & MATERIALS	04 - OTHER CHARGES	05 - EQUIPMENT	08 - TRANSFERS	
201 Administration							
Prog. 21 General Support							0.00
Prog. 22 Business Support							0.00
Prog. 23 Centralized Support							0.00
202 Mid-Level Administration							
Prog. 15 Office of the Principal							0.00
Prog. 16 Inst. Admin. & Supv.							0.00
203-205 Instruction Categories							
Prog. 01 Regular Prog.							0.00
Prog. 02 Special Prog.							0.00
Prog. 03 Career & Tech Prog.							0.00
Prog. 04 Gifted & Talented Prog.							0.00
Prog. 07 Non Public Programs							0.00
Prog. 08 School Library Media							0.00
Prog. 09 Instructional Staff Dev.							0.00
Prog. 10 Guidance Services							0.00
Prog. 11 Psychological Services							0.00
Prog. 12 Adult Education							0.00
206 Special Education							
Prog. 04 Public Sch Instr. Prog.							0.00
Prog. 06 Educ. Prog. In State Institution							0.00
Prog. 07 Non Public Programs							0.00
Prog. 09 Instructional Staff Dev.							0.00
Prog. 15 Office of the Principal							0.00
Prog. 16 Inst. Admin & Superv.							0.00
207 Student Personnel Serv.							0.00
208 Student Health Services							0.00
209 Student Transportation							0.00
210 Operation of Plant							
Prog. 30 Warehousing & Distr.							0.00
Prog. 31 Operating Services							0.00
211 Maintenance of Plant							0.00
212 Fixed Charges							0.00
213 Food Services							0.00
214 Community Services	252,196	10,609	8150	59045			330,000.00
215 Capital Outlay							
Prog. 34 Land & Improvements							0.00
Prog. 35 Buildings & Additions							0.00
Prog. 36 Remodeling							0.00
Total Expenditures By Object	252,196.00	10,609.00	8,150.00	59,045.00	0.00	0.00	330,000.00

Finance Official Approval Asunig Albia Asunig Albia 8/11/23 40778-1368
Name Signature Date Telephone #

Supt./Agency Head Approval Lisa Mazingo Lisa Mazingo 8/18/23 410-810-3790
Name Signature Date Telephone #

MSDE Grant Manager Approval Yvonne Robinson Yvonne Robinson 9/6/23 410-659-7701
Name Signature Date Telephone #

**MARYLAND STATE DEPARTMENT OF EDUCATION
REQUEST BUDGET AMENDMENT C-1-25 A**

ORIGINAL GRANT BUDGET	\$ 330,000.00	AMENDED BUDGET #	0	REQUEST DATE	8/11/2023
GRANT NAME	Kent Family Center	GRANT RECIPIENT NAME	County Commissioners of Kent County		
MSDE GRANT #		RECIPIENT GRANT #	230-9780		
REVENUE SOURCE		RECIPIENT AGENCY NAME	Kent Family Center		
FUND SOURCE CODE		GRANT PERIOD	7/1/2023	6/30/2024	
		FROM	TO		

Provide the name of the Category/Program under the appropriate Object, e.g., Administration/General Support under 05 Equipment.

EXPENDITURES BY OBJECT AND CATEGORY/PROGAM	CURRENT APPROVED BUDGET	ADJUSTMENTS Increase (+)/Decrease(-)	NEW AMENDED BUDGET
01 SALARIES AND WAGES	252,196.00	0.00	252,196.00
salaries	213,621.00		213,621.00
benefits	38,575.00		38,575.00
			0.00
			0.00
			0.00
			0.00
02 CONTRACTED SERVICES	10,609.00	0.00	10,609.00
mental health consulting	9,109.00		9,109.00
consulting/other	1,500.00		1,500.00
			0.00
			0.00
03 SUPPLIES AND MATERIALS	8,150.00	0.00	8,150.00
auto fuels	800.00		800.00
electric	2,500.00		2,500.00
food (snacks, meals for families)	1,500.00		1,500.00
water	300.00		300.00
office supplies/postage	50.00		50.00
office supplies/other	500.00		500.00
janitorial supplies	500.00		500.00
program supplies	2,000.00		2,000.00
04 OTHER CHARGES	59,045.00	0.00	59,045.00
enterprise maintenance fee	72.00		72.00
janitorial services	6,600.00		6,600.00
r&m vehicles	2,250.00		2,250.00
r&m hvac	600.00		600.00
r&m exterminating	456.00		456.00
rent-office space	42,078.00		42,078.00
rent-copier	1,029.00		1,029.00
auto liability	400.00		400.00
communication-phone lines	1,212.00		1,212.00
communication-data lines	1,898.00		1,898.00
memberships/licenses/fees	200.00		200.00
education/seminar/conference/banquet	750.00		750.00
travel/meals/lodging	500.00		500.00
field trips	1,000.00		1,000.00
05 EQUIPMENT	0.00	0.00	0.00
			0.00
			0.00
			0.00
			0.00
			0.00
08 TRANSFERS	0.00	0.00	0.00
			0.00
			0.00
			0.00
Total Expenditures By Object	\$330,000.00	\$0.00	\$330,000.00

MARYLAND STATE DEPARTMENT OF EDUCATION
REQUEST BUDGET AMENDMENT C-1-25 A

THIS REQUEST MUST BE ACCOMPANIED BY A REVISED GRANT BUDGET FORM (C-1-25) AND GRANT CHANGE REQUEST FORM (C-1-25 B).

Grantee Project Manager	<u>Lisa Mazingo</u>	<u>Lisa Mazingo</u>	<u>8/18/23</u>	<u>410-810-3790</u>
Approval	Printed Name	Signature	Date	Telephone #
Finance Official	<u>Shirley Albina</u>	<u>Shirley Albina</u>	<u>8/18/23</u>	<u>410-810-1308</u>
	Printed Name	Signature	Date	Telephone #
MSDE Grant Manager	<u>Yvonne Robinson</u>	<u>Yvonne Robinson</u>	<u>9/6/2023</u>	<u>410-659-7701</u>
	Printed Name	Signature	Date	Telephone #

Maryland Family Network
Family Support Center/Budget Sheet
Salary Budget Detail Worksheet

Center Name: Kent Family Center

Grant/Program:

Contract Period: July 1, 2023 - June 30, 2024

Position/Title	Incumbent (Last Name and first Initial)	Equivalent Full-Time Annual Wage	% of Full-Time	# of Months Employed	Total Salary To Be Paid	Salary Budgeted to This Program
A	B	C	D	E	F	G
Director	Mazingo, L.	\$71,887	100%	12	\$71,887	\$71,887.00
Child Development Specialist	LeMaire, K.	\$64,584	88%	12	\$56,507	
Service Coordinator	Rivera, S.	\$64,314	88%	12	\$56,292	\$56,292.00
IHI/Family Advocate	Buchanan, C.	\$48,859	88%	12	\$42,744	
Data Entry/Receptionist	Martin, C.	\$46,884	50%	12	\$23,442	\$23,442.00
Child Development Assistant	Williams, T.	\$44,286	70%	12	\$30,998	\$31,000.00
Child Development Assistant	VACANT	\$44,236	70%	12	\$30,998	\$31,000.00
TOTAL			This total will populate on the face sheet >>>>>>>>>			\$213,621.00



**MARYLAND FAMILY NETWORK
NOTICE OF FEDERAL PASS-THROUGH AWARD**

AWARD PERIOD: July 1, 2023 – June 30, 2024

PROJECT: Community-Based Child Abuse Prevention (CBCAP)

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

VALUE: \$30,000

CONDITIONS:

1. This Federal pass-through award supports child abuse and neglect prevention and early intervention services at the Family Support Center. The goal is to provide prevention-oriented, community-based, voluntary programs that help parents and their children, primarily infants and toddlers, in order to prevent child abuse and neglect and other adverse outcomes for families. This award may support program costs associated with delivering the FSC "core services." Any use of this award that is not consistent with the purpose, as stated above, may be disallowed in the unilateral judgment of MFN.
2. The source of funding for this Award is the Federal Community-Based Grant for the Prevention of Child Abuse and Neglect, as noted below:

Community-Based Child Abuse Prevention (CBCAP)

Funding Source	CFDA #	County Commissioners of Kent County
Federal Award Identification Number: 2202MDBCAP	93.590	30,000.00
Total		30,000.00

3. By accepting this award, the PROVIDER certifies that it does and will continue to comply with its current MFN Services Contract Agreement for core FSC funding, except as superseded explicitly by program or fiscal requirements of this award. That compliance includes, especially, the Proposal and Contract Affidavit and all General Provisions and Conditions (Section IV) of the Services Contract Agreement for core FSC funding, which is incorporated in the conditions of this Federal award.
4. The term of this award is **July 1, 2023**, through **June 30, 2024**. The provider can submit monthly or one cumulative invoice due on **July 31, 2024**. Funds provided through this award must be expended by **June 30, 2024**.

**Maryland Family Network
Community-Based Child Abuse Prevention Award Agreement**

Signature Page

MARYLAND FAMILY NETWORK, INC.

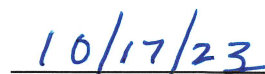
Laura Weeldreyer, Executive Director

Date

County Commissioners of Kent County



Ronnie Fithian

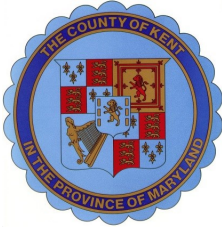


Date

Maryland Family Network
Family Support Center/CBCAP Budget Sheet
Salary Budget Detail Worksheet

Grant/Program: Community-Based Child Abuse Prevention
Contract Period: July 1, 2017 – September 30, 2018

Page 1 of 1



Lisa Mazingo, Director, Kent Family Center
10/17/2023
County Commissioners Meeting

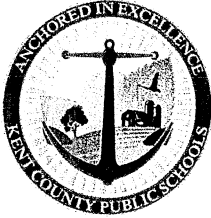
Item Summary:

FY2024 Memorandum of Understanding, Kent County Public Schools Judy Center Early Learning Hubs

ATTACHMENTS:

Description

10.17.23 Memorandum of Understanding, FY2024 Kent County Public Schools, Judy Center Early Learning Hub, H.H. Garnet and Galena Elementary Schools



Kent County Public Schools

Growing a Community of Leaders

Memorandum of Understanding FY 2024

Judy Center Early Learning Hub at H.H. Garnet Elementary School Judy Center Early Learning Hub at Galena Elementary School

The Memorandum of Understanding represents a collaborative agreement between Kent County Public Schools, the Kent County Judy Center Early Learning Hubs and your agency/program.

The terms of the collaboration to be undertaken by the county board, the participating agencies and programs, and, if applicable, the local management board, including the roles and responsibilities of each of these entities and a plan for establishing ongoing communication between private service providers and public school early education programs. The following items must be addressed by all parties:

- Provide a representative to attend the Judy Center Steering Committee meetings. Each representative will cooperatively work to integrate services and bring to fruition the overall goals of the grant.
- Provide input in the development of strategies implemented by the district's Early Childhood Council to ensure that all children enter school ready to learn
- Collect and provide any data required for program evaluation in a timely manner
- Plan and implement activities that address the needs of the Judy Center and the families they serve

Kent County Public Schools agrees to provide:

- Place a Judy Center in a school that provides Prekindergarten and/or Kindergarten classes
- Provide office and meeting space for the Judy Center Program Manager and Family Service Providers
- Provide training for early childcare staff
- Oversee the administrative and fiscal management of the Judy Center
- Provide Special Education services to children as required by the child's IFSP/IEP

- Provide data collection and program evaluation assistance as requested within budgetary and time constraints
- Invite and encourage all Judy Center partners to participate in appropriate training

Judy Center Early Learning Hub at H.H Garnet Elementary agrees to provide:

- Act as lead agency during the grant period, with cooperation and support from collaborating partners
- Coordinate and facilitate Family Involvement Activities and programming for families to address school readiness at the Judy Center. Partnership families will be invited
- Provide service coordination for identified Judy Center Partnership Families
- Refer families to the (partnership) when appropriate and/or required (as applicable)
- Provide Judy Center partners with a Judy Center Partnership Release of Information form which will be offered to parents to allow information to be shared between and among partners as needed
- Promote awareness and provide access to full-day/full-year educational opportunities for families
- Collaborate with partners to provide staff development to child care providers serving students within the Judy Center area (as applicable)
- Collaborate with the selected programs to provide summer enrichment programming for identified Pre-Kindergarten and Kindergarten children (as applicable)
- The Judy Center at H.H. Garnet Elementary will provide \$1,250 to support home visiting services, early literacy and parenting programs.

Judy Center Early Learning Hub at Galena Elementary agrees to provide:

- Act as lead agency during the grant period, with cooperation and support from collaborating partners
- Coordinate and facilitate Family Involvement Activities and programming for families to address school readiness at the Judy Center. Partnership families will be invited
- Provide service coordination for identified Judy Center Partnership Families
- Refer families to the (partnership) when appropriate and/or required (as applicable)
- Provide Judy Center partners with a Judy Center Partnership Release of Information form which will be offered to parents to allow information to be shared between and among partners as needed

- Promote awareness and provide access to full-day/full-year educational opportunities for families
- Collaborate with partners to provide staff development to child care providers serving students within the Judy Center area (as applicable)
- Collaborate with the selected programs to provide summer enrichment programming for identified Pre-Kindergarten and Kindergarten children (as applicable)
- The Judy Center at Galena Elementary School will provide \$1,250 to support home visiting services, early literacy and parenting programs.

Kent Family Center will:

- Provide a representative to the Judy Center Steering Committee when available and through the committee assume cooperative responsibility for integration of services and overall direction of the project as described in the original grant application and the continuation grant proposal
- Cooperate with planning, participation, review and revision of activities and provide time for staff training as need is determined, subject to available time and resources
- Ensure compliance with all local and state laws governing child care, both in regard to the physical environment and the staff professional development
- Refer families to the Judy Center Partnership and provide contact information for families interested in other agencies/services.
- Share information for the benefit of the families served by both parties in accordance with each parties' confidentiality policies
- Participate in the local and state project evaluation and collect and share data with the Judy Center for the evaluation as requested in a timely manner
- Participate in pre and post testing to determine grant effectiveness
- Provide information and support to families of children who receive special education services through Kent County Public Schools.
- Offer support groups based on the needs of the families.
- Share information regarding programs with the Judy Center.

Signatures for Memorandum of Understanding for FY 2024 between Kent County Public Schools/Kent County Judy Center and the identified agency.

Superintendent of Kent County Public Schools

Date

Judy Center Coordinator at H.H. Garnet Elementary

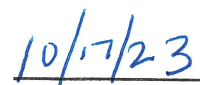
Date

Judy Center Coordinator at Galena Elementary

Date



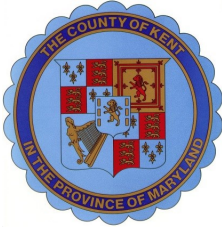
County Commissioners of Kent County



Date

Kent Family Center Director

Date



**Rosemary Ramsey Granillo, Director Kent County Local Management
Board
10/17/2023
County Commissioners Meeting**

Item Summary:

FY2024 Community Partnership Agreement

ATTACHMENTS:

Description

10.17.23 Community Partnership Agreement Between State of Maryland and Kent County, Maryland,
Children's Cabinet, Kent County Local Management Board, Children and Family Services

COMMUNITY PARTNERSHIP AGREEMENT
BETWEEN
STATE OF MARYLAND
AND
KENT COUNTY, MARYLAND

This Community Partnership Agreement ("**Agreement**") effective, as of July 1, 2023, between the State of Maryland ("**State**"), acting by and through the Children's Cabinet ("**Cabinet**"); and **Kent County, Maryland** ("**Subdivision**"), acting by and through the **Kent County Local Management Board** ("**Board**"), designated as the Local Management Board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

WHEREAS, the **Cabinet** and the **Board** intend to enter into a partnership to develop a more comprehensive integration of children and family services and the funding for these services; and

WHEREAS, pursuant to Title 8, Subtitle 5 of the Human Services Article of the Annotated Code of Maryland, the **Board** has made an application for money from the **Cabinet** Fund, and desires to enter into a Community Partnership Agreement that: (1) reflects coordination with the State's three-year plan for children, youth, and families and any local government plan for services for children, youth, and families; and (2) addresses the priorities and strategies of the Subdivision for meeting the identified needs of children, youth and families as articulated in the **Board's** community plan; and,

WHEREAS, the **Cabinet** intends to disburse **Cabinet** funds to the **Board** subject to certain terms, conditions, performance measures, or outcome evaluations that the **Cabinet** considers necessary,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows:

I. **SCOPE**

The purpose of this **Agreement** is to establish a Community Partnership Agreement in **Kent County, Maryland** to establish a comprehensive, integrated children and family interagency service delivery system that is community-based, family-focused and culturally competent. This **Agreement** is based on a shared vision and a joint commitment by the **Cabinet** and the **Board** to advance a results-based accountability and management system that enhances child and family well-being.

This **Agreement** includes Appendices A and B, which are attached hereto and incorporated herein. The appendices that are attached and incorporated into this **Agreement** are as follows:

1. Appendix A, Program Description Chart, which sets forth the details of the programs/strategies to be funded in whole or in part by the **Cabinet** and managed by the **Board** under this **Agreement**, for the fiscal year; and
2. Appendix B, which contains the annual budget for **Cabinet-funded** programs/strategies, Board Administration, and Community Support.

II. **PROGRAMS AND SERVICES TO BE PROVIDED**

- A. The programs, services, requirements, conditions and other activities of the **Board** as to its operations that will be funded by the **Cabinet** are set forth in the Appendices A and B. By

accepting **Cabinet** funds under this **Agreement**, the **Board** agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and Procedures Manual for Local Management Boards ("Manual"), which is incorporated by reference into this **Agreement** in accordance with paragraph VIII (H) herein.

- B. The **Board** shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations ("COMAR"); written guidelines and policies communicated in writing and issued by the **Cabinet** and the Executive Director for the **Governor's Office of Crime Prevention, Youth, and Victim Services ("Office")**; and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this **Agreement**, including the delivery of services to children and families described herein.
- C. The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this **Agreement** and expressly agree to negotiate associated amendments to the **Agreement** as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the **Cabinet** in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this **Agreement** (see Section V "MODIFICATIONS").

III. TERM

This **Agreement** shall be effective and remain in full force and effect for State fiscal year 2024 (July 1, 2023 – June 30, 2024) unless modified or terminated under Sections V. ("MODIFICATIONS") and VI. ("TERMINATION") herein, and unless renewed thereafter upon the mutual written agreement of the parties.

IV. FUNDING

- A. Amount: Funding for the programs/strategies to be provided by the **Board** under this **Agreement** will be provided by the **Cabinet**. The total amount will be determined by the **Office** on behalf of the **Cabinet**, based on the proposed budget submitted by the **Board** and approved by the **Office** on behalf of the **Cabinet**, and which is subject to annual **State** appropriations.
- B. Conditions:
 - 1. Funding received from the **Cabinet** is conditioned upon the availability of **State** appropriations. The **Board** shall make every effort to maximize revenue from sources other than **State** appropriations. In the event of a funding reduction, the **Subdivision** shall not be required to utilize **Subdivision** funds to meet the objectives of this **Agreement**.
 - 2. Funding received from the **Cabinet** is conditioned upon the **Board** complying with the conditions as set forth in this **Agreement**, including Appendices A and B.
 - 3. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of an annual budget that has been approved by the **Cabinet**.

4. Funding received from the **Cabinet** is conditioned on the submission by the **Board** of performance measures for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Cabinet**.
 5. Funding received from the **Cabinet** is conditioned on the utilization by the **Board** of the Results Scorecard web-based application for each funded program/strategy noted in Appendix A in accordance with the instructions established by the **Office**.
- C. Payments: Payments from the **Cabinet** Fund pursuant to this **Agreement** shall be made in accordance with the provisions of the Manual.
- D. Withholding and Repayment of Funds:
1. The **Cabinet** reserves the right to withhold the transfer of **Cabinet** funds to the **Board** if the **Board** fails to:
 - a) Comply with the terms and conditions of this **Agreement**, including any and all **Children's Cabinet** reporting requirements; and/or,
 - b) Implement the programs/strategies listed in Appendix A in accordance with the terms and conditions of this **Agreement**.
 2. Before any funds are withheld hereunder, the **Cabinet** shall notify the **Board** in writing of the provision(s) of the **Agreement** that the **Board** failed to follow. The **Board** shall have thirty (30) calendar days from receipt of the **Cabinet** notice to develop a corrective plan acceptable to the **Cabinet**. This corrective plan shall specify the date by which deficiencies will be corrected. Failure by the **Board** to correct deficiencies shall result in withholding of funds hereunder by the **Cabinet**.
 3. Any funds not expended during the fiscal year shall be returned to the Children's Cabinet Fund in accordance with Manual requirements or as directed by the Children's Cabinet.

V. MODIFICATIONS

No amendment or modification to this **Agreement** is binding unless it is in writing and signed by all parties, except as specifically provided in the Manual.

VI. TERMINATION

- A. This **Agreement** may be terminated by the **Cabinet**, upon sixty (60) calendar days written notice, if the **Board** fails to fulfill its obligations under the **Agreement** as determined by the **Cabinet** in its sole discretion, or if termination is determined by the **Cabinet** in its sole discretion to be in the best interest of the **Cabinet**. The **Subdivision** or the **Board** may terminate the **Agreement**, upon sixty (60) calendar days written notice, if that is determined to be in the best interest of the **Subdivision** or the **Board**. The **Cabinet** shall pay the cost of budgeted expenditures made prior to the date of termination that are consistent with the terms of this **Agreement** and the **Board** Manual.

- B. If the **Cabinet** determines that the **Agreement**, or any portion thereof, must be terminated due to a lack of appropriations or other reductions to the **Cabinet** Fund, the provisions of the above paragraph A. do not apply. In such circumstances, the **Cabinet** will attempt to provide prior notice of termination and payment for allowable budgeted expenditures prior to the date of termination, to the extent feasible.
- C. Termination of this **Agreement** does not relieve the **Subdivision** of the requirements of Section 8-301 of the Human Services Article of the Annotated Code of Maryland requiring the establishment of a Local Management Board. Prior to termination of this **Agreement**, the **Subdivision** and the **Board** shall adopt and implement a transition plan, subject to approval by the **Cabinet**, to ensure the continuation of programs and services under this **Agreement** through a State or local entity. However, if the **Cabinet** terminates this **Agreement** due to a lack of appropriations or other reductions to the **Cabinet** Fund, then the **Subdivision** and the **Board** may be relieved of all obligations to continue the programs and services required under this **Agreement** if substitute funding cannot be obtained. Termination under this Paragraph C shall occur in accordance with the provisions of the Manual.

VII. REVIEW PROCESS

The **Board** may request a review of any decision made by or on behalf of the **Cabinet** with respect to this **Agreement**. The request must be made in writing to the Assistant Deputy Director of the **Office** within thirty (30) calendar days of the decision. The Assistant Deputy Director for the **Office** will respond, in writing, within sixty (60) calendar days of the date of the **Board** request. A request for review of the Assistant Deputy Director's response may be made, in writing, to the **Cabinet** or its designee within thirty (30) calendar days of the date of the Assistant Deputy Director's response.

VIII. GENERAL PROVISIONS AND CONDITIONS

- A. State Laws and Regulations: The terms of this **Agreement** and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the **State**, as required under said laws and regulations.
- B. Successors and Assigns: This **Agreement** shall bind the respective agents, successors and assigns of the parties.
- C. Nondiscrimination: The **Board** shall comply with applicable nondiscrimination provisions of federal and Maryland laws and regulations.
- D. Anti-Bribery: The **Board** certifies that, to the best of its knowledge, neither the **Board** nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this **Agreement** with the **State** or any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.
- E. It is understood and agreed that the parties to this **Agreement** do not waive any rights they may have to assert governmental or sovereign immunity.
- F. The **State** shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this

Agreement.

- G. In the event that monies designated by the United States Department of Health and Human Services for programs under Title IV-A, IV-B, and IV-E of the Social Security Act, as amended, are used in programs provided for under this **Agreement**, the Maryland Department of Human Services, as the Single State Agency for Title IV-A, IV-B, and IV-E funding, retains all decision-making authority which it held as of the date of this **Agreement** for purposes of implementation of any such program. Similarly, if any services provided under this Agreement are funded by Medicaid, under Title XX of the Social Security Act, then the Maryland Department of Health, as the Single State Agency for administration of the Medicaid Program, retains decision-making authority with respect to those funds, to the extent required by 42 U.S.C., Section 1902(a)(5) and 42 CFR 431.10, as amended.
- H. Incorporation by Reference: The provisions of the Manual effective as of July 1, 2021 and amended from time to time, are incorporated herein by reference. The **Board** shall incorporate the Manual by reference into any and all of its subcontracts funded by the **Cabinet** pursuant to this **Agreement**, as appropriate.

IN WITNESS WHEREOF, the **State** and **Subdivision** have executed this **Agreement**.

THE STATE OF MARYLAND

BY: _____

Director, Children and Youth Division of the Governor's Office of Crime Prevention, Youth, and Victim Services on behalf of the Children's Cabinet

DATE: _____

LOCAL MANAGEMENT BOARD

BY: _____, Chair
Kent County Local Management Board

DATE: _____

SUBDIVISION

BY: Ronnie Zuhair, (Local Official)
Kent County

DATE: 10/17/23

Approved as to Form and Legal Sufficiency

This 17th day of October, 2023

By: _____

Kent County Legal Counsel

Fiscal Year 2024 - APPENDIX A

A. GENERAL INFORMATION

Local Management Board: Kent County Local Management Board

Street Address: 400 High St.

City: Chestertown

Zip: 21620

Point of Contact: Rosemary Ramsey Granillo

Phone: 410-810-2673

Fax: 410-810-2674

Federal Taxpayer ID: 52-6000974

B. TYPE OF REQUEST

New ☒

Modification ☐

Supplemental ☐

Reduction ☐

C. AFFIRMATION

The Local Management Board agrees to the terms and conditions set forth in Section D of this Appendix, for those items containing an X in the box appearing prior to the term/condition. The Local Management Board affirms that the information conveyed in this Appendix is true and accurate to the best of its knowledge.

Local Management Board Chair

Date

Local Management Board Point of Contact

Date

State Official

Date

D. TERMS and CONDITIONS (for Governor's Office of Crime Prevention, Youth, and Victim Service use only)

X Attached Pages

6

Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	Children's Cabinet Priority	Prioritized Result(s)	Prioritized Indicator(s)
Healthy Families Mid-Shore Home Visiting (Vendor: Queen Anne's County Health Department)	Accredited program to provide in-home support to overburdened families with children 0-5 at risk of adverse childhood experiences.	First time parents selected from low income families eligible for Maryland Children's Health Program or uninsured Kent County families. A family assessment worker at the Kent County Health Department screens and enrolls families. Families are referred by the Health Department, other partner agencies, or seek services themselves.	How Much: # of families served by Home Visitors (meet minimum # of visits required for program effectiveness) # of home visits from the Healthy Families Home Visitor How Well: #/% of families who report that they are satisfied or very satisfied with the program based on pre and post evaluation <u>DEN:</u> # of families who complete pre and post evaluation #/% of participants that maintain or reach the target range for "Mobilizing Resources" using the Healthy Families Parenting Inventory <u>DEN:</u> # of families evaluated with the HFPI during the reporting period. Better Off: #/% of participants without indicated child abuse/neglect findings while enrolled in the program <u>DEN:</u> # of eligible families served by home visitors % of participants who report increase in self-sufficiency <u>DEN:</u> # of surveyed participants who completed the pre and post evaluation #/% of participants who report a	Reducing childhood hunger	Families are Economically Stable	Child Poverty

Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	Children's Cabinet Priority	Prioritized Result(s)	Prioritized Indicator(s)
Minary's Dream Academy Vendor: Minary's Dream Alliance	After school program for 6 th to 8 th graders focused on positive youth development.	Low-income students who previously have not had access to after school options due to transportation barriers Chronically absent students	reduction in food insecurity <u>DEN:</u> # of surveyed participants who completed the pre and post evaluation How Much: # of students enrolled # of wellness checks (# of messages, calls, or visits completed by MDA staff to support student engagement) How Well: % of associated staff trained in trauma informed approaches <u>DEN:</u> # of associated staff #/% of youth successfully completing the program <u>DEN:</u> # of students enrolled Better Off: % of students chronically absent <u>DEN:</u> # of students enrolled in MDA #/% of participants reporting increased knowledge or skill development as a result of the program <u>NUM:</u> # of students scoring above 84 on the CYRM <u>DEN:</u> # of students evaluated with the Child & Youth Resilience Measure)	Increasing opportunities for community-based programs and services for youth	Children are Successful in School	Chronic Absenteeism
Beyond Your Mental	Youth Led designed program to address adolescent mental health wellbeing using cross age peer mentoring	Students in grades 9-12 reporting depressive episodes	TBD pending successful bid process	Increasing Opportunities for Community-Based Programs and Services for Youth	Healthy Children	% of Public School Students [in Grades 9-12] Reporting Depressive Episodes

Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures	Children's Cabinet Priority	Prioritized Result(s)	Prioritized Indicator(s)
Teen Spaces Vendors: Minary's Dream Alliance, Washington College, Choptank Tolomato Legacy Project	Local, innovative, and diverse opportunities to accommodate the busy schedules of high school students and appeal to diverse interests and needs. These include monthly and weekly gatherings, a paid summer internships, and mural cohorts.	Adolescents struggling to connect with school and community seeking more flexible, specialized, and diverse opportunities to engage with quality community-based programming.	How Much: # of participating youth # of activities How Well: % of associated staff/partners trained in trauma informed approaches, and/or racial and ethnic disparities <u>DEN:</u> # of associated staff/partners % retention of participating youth <u>NUM:</u> # of participating youth attending all but three sessions (showed up most of the time) <u>DEN:</u> # of participating youth attending at least three sessions (showed up a few times) Better Off: % of participating youth who feel their ideas/voice is being considered in the program <u>DEN:</u> # of participants surveyed % of participants reporting increased knowledge or skill development as a result of the program <u>DEN:</u> # of participants surveyed	Increasing Opportunities for Community-Based Programs and Services for Youth	Children are Successful in School	Chronic Absenteeism

Community Support - Required Performance Measures		
Planning/Activity Name	Planning/Activity Description	Performance Measures
Building Strengths Based Civic Infrastructure	Trainings: KCLMB will sponsor trainings in relation to Collective Impact, Asset Based Community Development, Racial and Ethnic Disparities, and Trauma Informed practices. Training will be offered at least quarterly, as funding allows.	How Much: # of trainings sponsored or co-sponsored by KCLMB # of community leaders engaged with KCLMB's facilitator

	KCLMB will work with partner organizations and agencies to co-sponsor trainings to further leverage funding. Contract with a Facilitator: KCLMB will release a Request for Proposals for a facilitator/coach to support neighborhood leadership development. Funding can include paying for stipends or wages for community leaders to participate in trainings and collaboratives. Create a digital home to support a local Community of Practice: to develop a website that can house resources that agencies, non-profits, and community leaders can access and share to support a community of practice. The website will house 1. Models: examples of other community initiatives 2. Resource Directory 3. Statistics and Data 4. Guides and Toolkits for Facilitate Community Collaboratives 5. Feedback – a space for input and visioning 6. Levers of Power – a guide to local elected officials, commissions, and resources.	• # of unique visits to a Community Toolkit website
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Local Care Team - Required Performance Measures and Progress Reports	
Number of unique referrals received by the LCT during the reporting period	
Number of unique referrals (as noted above) that resulted in one or more reviews by the LCT during the reporting period.	
Please explain the major reasons why the LCT did not review all unique referrals. (eg. the referrals did not rise to the level of intensive needs, the family did not want to participate in the process, etc)	
Number of outbound LCT outreach activities completed	
Number of inbound LCT cross-training and other activities completed	
Number of LCT meetings	
Total number of LCT reviews completed during the reporting period.	
Number and percent of mandated LCT representatives that attend at least 75% of LCT meetings	
NUM: Number of mandated LCT representatives that attend at least 75% of LCT meetings	
DEN: Number of mandated LCT representatives	
Number and percent of all LCT reviews (new, follow-up, and annual reviews) where the youth's parents (or legal guardians) attended	

NUM: Number of all LCT reviews (new, follow-up and annual reviews) where the youth's parents (or legal guardians) attended DEN: Total number of reviews completed during the reporting period. (Performance Measure #7) Please describe youth engagement in the LCT process and whether that involvement is beneficial to the outcome of cases.
Board Administration - Required Performance Measures and Progress Reports
Describe when the Board last participated in a community planning process, the timeline for future planning, and the steps that are being taken to prepare.
Describe how the Local Management Board utilizes organizational and policy assessment tools in assessing community needs, planning, and incorporating the Children's Cabinet overall themes of Adverse Childhood Experiences (ACEs), Trauma-Informed Practices (TIPs), and Racial and Ethnic Disparities (R/ED)
Describe how the Board evaluates planning/program implementation and ongoing effectiveness of the Children's Cabinet funded programs and strategies, including, but not limited to monitoring of vendors for evidence of effectiveness and contract compliance.
Describe how the Board engages participation of individuals with lived experience (youth, parents/caregivers, and community members) including, but not limited to Board membership; program/strategy planning, implementation, evaluation; and outreach.
Provide an example of cooperation and collaboration between LMB staff, Board members, vendors, and other partners affiliated with the Children's Cabinet funded programs and strategies during the reporting period.
Please list any successes and/or emerging practices developed through Children's Cabinet funded programs and strategies.
Describe barriers/challenges to implementing programs and strategies. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance.
Number and percent of all LMB staff and Board members that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer in the last 3 years. NUM: Number of all LMB staff and Board members that have completed no less than introductory training (ex., Results Accountability 101) in Results Accountability (RA) as provided by a trained RA trainer in the last 3 years DEN: Total number of LMB staff and Board members
Number and percentage of LMB staff and Board members that completed Results Based Accountability certification. NUM: Number of all LMB staff and Board members that completed Results Based Accountability certification DEN: Total number of LMB staff and Board members

Research-Based Practices - Required Performance Measures and Progress Reports
Number and percent of programs/strategies that employ one or more research-based practices (including promising practices, best practices, and evidence-based practices) listed on a national clearing house registry (eg. California Evidence-Based Clearinghouse for Child Welfare (CEBC), The National Institute for Justice Crime Solutions, Blueprints for Healthy Youth Development etc). NUM: Number of LMB funded programs/strategies that employ one or more scientifically-researched practices DEN: All Children's Cabinet-funded programs/strategies OR Number of new and ongoing programs/strategies

Fiscal Year 2024 - APPENDIX B

A. GENERAL INFORMATION

Local Management Board: Kent County Local Management Board
Street Address: 400 High St.
City: Chestertown **State:** Maryland **Zip:** 21620
Point of Contact: Rosemary Ramsey Granillo **Phone:** 410-810-2673 **Fax:** 410-810-2674
Federal Taxpayer ID: 52-6000974

B. TYPE OF AWARD

New ☒

Modification ☐

Supplemental ☐

Reduction ☐

STATE FUNDS: \$553,466.00

TOTAL CHILDREN'S CABINET REQUEST \$ (553,466.00)

D. AFFIRMATION

The Local Management Board affirms that the information and estimates conveyed in this document (with the exception of the SECTION C above) are true and accurate to the best of its knowledge. The Governor's Office of Crime Prevention, Youth, and Victim Services affirms that the information and estimates conveyed above in SECTION C is true and accurate to the best of its knowledge.

Local Management Board Chair Date

Local Management Board Point of Contact Date

State Official Date

Fiscal Year 2024

Budget Summary for Entry Into GMS

A. GENERAL INFORMATION

Local Management Board:	Kent County Local Management Board			
Street Address:	400 High St.			
City:	Chestertown	State:	Maryland	Zip: 21620
Point of Contact:	Rosemary Ramsey Granillo		Phone: 410-810-2673	Fax: 410-810-2674
Federal Taxpayer ID:	52-6000974			

B. BUDGET SUMMARY

	Children's Cabinet Fund	Non - Children's Cabinet Funds that Directly Support CPA - CASH MATCH	Non - Children's Cabinet Funds that Directly Support CPA - IN KIND
Personnel	393,829.00	143,805.00	0.00
Operating Expenses	13,969.00	2,990.00	0.00
Travel	6,486.00	1,682.00	0.00
Contractual Services	116,494.00	11,455.00	0.00
Equipment	0.00	0.00	0.00
Other	22,688.00	5,698.00	0.00
Grand Total	553,466.00	165,630.00	0.00

BOARD ADMINISTRATION BUDGET AND REVENUE **Fiscal Year 2024**

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement				Total	Budget Narrative
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA (Cash Match)	Non-Children's Cabinet Funds that Directly Support CPA (In-kind)			
Budget for Board Administration						
Personnel	121,002.00	47,584.00	0.00		\$168,586	
Salaries	79,286.00	26,572.00	0.00		\$105,858	1 FTE Director 100% CCIF, Administrative Assistant 60% KCC \$26,572 (\$44,286)
Fringe Costs	41,716.00	21,012.00	0.00		\$62,728	1 FTE Director 100% CCIF, Administrative Assistant 60% KCC \$21,012 (\$35,019)
Operating Expenses	0.00	2,070.00	0.00		\$2,070	
Communications	0.00	700.00	0.00		\$700	KCC: \$175/month*12 months = \$700 staff cell phone for 1 staff member
Postage	0.00	20.00	0.00		\$20	KCC: based on FY23 spending
Utilities	0.00	0.00	0.00		\$0	
Advertising	0.00	0.00	0.00		\$0	
Office Supplies	0.00	1,000.00	0.00		\$1,000	KCC (\$500) & MSDE (\$500); black toner \$350/3; color toner \$250/1; flip chart paper \$150/3; case of paper \$120/4; markers, pens \$30; calendars \$100
Insurance	0.00	0.00	0.00		\$0	
Rent/Mortgage	0.00	0.00	0.00		\$0	
Printing/Duplication	0.00	350.00	0.00		\$350	KCC \$200, MSDE \$150; semi gloss color flyers \$350/583 (.60cents)
Information System	0.00	0.00	0.00		\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00		\$0	
Travel	626.00	1,300.00	0.00		\$1,926	
Business Travel	626.00	800.00	0.00		\$1,426	
Conferences/Conventions	0.00	500.00	0.00		\$500	CCIF: \$626, KCC: \$500, MSDE: \$300
Contractual Services	0.00	1,900.00	0.00		\$1,900	
Training	0.00	0.00	0.00		\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	1,900.00	0.00		\$1,900	Graphic Design \$70/hour *27 = \$1,900
Legal	0.00	0.00	0.00		\$0	
Accounting/Auditing	0.00	0.00	0.00		\$0	
Equipment	0.00	0.00	0.00		\$0	
Office Equipment/Furniture	0.00	0.00	0.00		\$0	
Other	1,000.00	3,498.00	0.00		\$4,498	
Vehicle Purchase and Lease	0.00	0.00	0.00		\$0	
Program Supplies (not included in Board Support)	0.00	0.00	0.00		\$0	
Professional Dues/Publications/subscriptions	1,000.00	1,658.00	0.00		\$2,658	CCIF: \$1000 MALMB Dues; KCC \$382; MSDE \$1,276; Canva \$120, Compass \$583, Survey Monkey \$470, Linktree \$60, Mentimeter \$285, KCNews \$140
Food	0.00	1,800.00	0.00		\$1,800	MSDE \$1,800 : snacks for tabling activities and office \$100*8=\$800, networking lunches and coffee \$83/month*12=\$1000
TOTAL Budget for Board Support	\$122,628	\$56,352	\$0		\$178,980	Bank of America \$40 Annual Fee
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin):						
County/City Direct Revenue (Cash)		49,926.00				
County/City In-Kind			0.00			
Fee for Service		0.00	0.00			
Other (MSDE)		6,426.00	0.00			
Other (KC Health Dept)		0.00	0.00			
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$56,352	\$0			
CPA/Children's Cabinet FUNDING REQUEST	\$122,628					
TOTAL Revenue-Children's Cabinet + Other Sources Used to Support CPA					\$178,980	

COMMUNITY SUPPORT/PLANNING BUDGET AND REVENUE
Fiscal Year 2024

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement				Total	Budget Narrative
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA (Cash Match)	Non-Children's Cabinet Funds that Directly Support CPA (In-Kind)			
Budget for Community Support/Planning						
Personnel	0.00	0.00	0.00		\$0	
Salaries	0.00	0.00	0.00		\$0	
Fringe Costs	0.00	0.00	0.00		\$0	
Operating Expenses	0.00	0.00	0.00		\$0	
Communications	0.00	0.00	0.00		\$0	
Postage	0.00	0.00	0.00		\$0	
Utilities	0.00	0.00	0.00		\$0	
Advertising	0.00	0.00	0.00		\$0	
Office Supplies	0.00	0.00	0.00		\$0	
Insurance	0.00	0.00	0.00		\$0	
Rent/Mortgage	0.00	0.00	0.00		\$0	
Printing/Duplication	0.00	0.00	0.00		\$0	
Information System	0.00	0.00	0.00		\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00		\$0	
Travel	0.00	0.00	0.00		\$0	
Business Travel	0.00	0.00	0.00		\$0	
Conferences/Conventions	0.00	0.00	0.00		\$0	
Contractual Services	21,297.00	1,355.00	0.00		\$22,652	
Training	0.00	0.00	0.00		\$0	
Consultant (other than Legal & Accounting/Auditing)	21,297.00	1,355.00	0.00		\$22,652	Consultant to implement Assets Based Community Development planning process 16 weeks*15 hrs/wk (240 hrs total) *
Legal	0.00	0.00	0.00		\$0	
Accounting/Auditing	0.00	0.00	0.00		\$0	
Equipment	0.00	0.00	0.00		\$0	
Office Equipment/Furniture	0.00	0.00	0.00		\$0	
Other	1,090.00	0.00	0.00		\$1,090	
Vehicle Purchase and Lease	0.00	0.00	0.00		\$0	
Program Supplies (not included in Board Support)	0.00	0.00	0.00		\$0	
Professional Dues/Publications/Subscriptions	1,090.00	0.00	0.00		\$1,090	Food for neighborhood convenings and trainings (4) \$272.50 each
Food	0.00	0.00	0.00		\$0	
TOTAL Budget for Board Support	\$22,387				\$22,387	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin):						
County/City Direct Revenue (Cash)		0.00				
County/City In-Kind			0.00			
Fee for Service		0.00	0.00			
Other (Enter Source Here)		0.00	0.00			
Other (Enter Source Here)		0.00	0.00			
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	\$0		\$0	
CPA/Children's Cabinet FUNDING REQUEST	\$22,387				\$22,387	
TOTAL Revenue-Children's Cabinet + Other Sources Used to Support CPA					\$22,387	

LMB: Kent County Local Management Board

Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Programs Only):		
County/City Direct Revenue (Cash)		
County/City In-Kind	8,000.00	
Fee for Service		0.00
Other (MSDE)	0.00	0.00
Other (KC Health Dept)	57,923.00	0.00
	42,000.00	0.00
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA - (Programs Only)		\$0
CPA/Children's Cabinet FUNDING REQUEST - (Programs Only)		
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA - (Programs Only)		\$516,374

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2024

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
Local Care Team Coordinator					
Personnel	125,191.00	0.00	0.00	\$125,191	
Salaries	85,061.00	0.00	0.00	\$85,061	1 FTE Local Care Team Coordinator salary 100%, 40% CCIF 1FTE Admin Specialist \$17,714 (of \$44,286)
Fringe Costs	40,130.00	0.00	0.00	\$40,130	Fringe and Benefits 100% LCT Coordinator, 40% CCIF 1FTE Admin Specialist \$14,007 (of \$35,019)
Operating Expenses	1,068.00	0.00	0.00	\$1,068	
Communications	0.00	0.00	0.00	\$0	
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	300.00	0.00	0.00	\$300	flip chart paper \$75 two pack*3(\$225), \$25 name tags and stickers, \$25 pens and markers, \$25 folders and binders
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	150.00	0.00	0.00	\$150	Meeting Space Rentals \$50/hr for 3 hours
Printing/Duplication	618.00	0.00	0.00	\$618	Rack Cards - 1,000 *\$0.50 = \$500; Resource Fair Printables (100) - 100 *\$1.18= \$118
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel	1,800.00	0.00	0.00	\$1,800	
Business Travel	1,000.00	0.00	0.00	\$1,000	Flights & Hotel Stay \$600 flight, \$400 hotel
Conferences/Conventions	800.00	0.00	0.00	\$800	National Federation of Families Conference (NFF) May 2024 \$800
Contractual Services	0.00	0.00	0.00	\$0	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
Other	3,392.00	2,000.00	0.00	\$5,392	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	0.00	2,000.00	0.00	\$2,000	Brighter Day Fund from foundation grants
Professional Dues/Publications/Subscriptions	1,800.00	0.00	0.00	\$1,800	Joform Subscription - \$900, Virtu - \$900
Food	1,592.00	0.00	0.00	\$1,592	Food for Mental Health Resource Fair and other Community Outreach events (6 total) \$265 each
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Local Care Team Coordinator	\$131,451	\$2,000	\$0	\$133,451	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind		0.00	0.00		
Fee for Service		0.00	0.00		
Other (MSDE)		0.00	0.00		
Other (KC Health Dept)		2,000.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$2,000	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$131,451				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$133,451	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2024

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
Program/Strategy: Healthy Families Home Visiting (QACHD)					
Personnel					
Salaries	82,182.00	96,221.00	0.00	\$178,403	
Fringe Costs	74,685.00	32,923.00	0.00	\$107,608	CCIF: \$74,685; MSDE: \$32,923
Operating Expenses					
	7,497.00	63,298.00	0.00	\$70,795	CCIF: \$7,497; KHealthDept: \$40,000; MSDE: \$23,298
	3,871.00	920.00	0.00	\$4,791	
Communications	1,000.00	500.00	0.00	\$1,500	CCIF: \$83.33/mo X 12 months \$1000
Postage	0.00	20.00	0.00	\$20	MSDE: \$41.66/mo X 12 months = \$500
Utilities	0.00	0.00	0.00	\$0	MSDE: 32 mailing X .63 = \$20
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	800.00	200.00	0.00	\$1,000	CCIF: \$800; MSDE: \$200; Toner \$150/4= \$600 black cartridges, Toner \$250/1 color cartridge, Paper \$30/2= \$60 cases, Binders \$4/5=\$20 binders, Highlighters, pens, pencils, calendars \$70
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	26.00	0.00	0.00	\$26	CCIF: 130 copies @ .20 each = \$26
Information System	1,845.00	100.00	0.00	\$1,945	CCIF: \$1,845; MSDE: \$1,720; \$58/hr repair X 5.6 hrs = \$325; Put in information System
Vehicle Operating (other than Insurance)	200.00	100.00	0.00	\$300	Maint: Datatude \$135/Month X 12 Months X 2 users= \$3,240
Travel					
	1,000.00	382.00	0.00	\$1,382	CCIF: \$200; MSDE: \$100; Vehicle Repair \$300
Business Travel	1,000.00	382.00	0.00	\$1,382	
Conferences/Conventions	0.00	0.00	0.00	\$0	CCIF: \$1000; MSDE: \$382; 2110 miles X .655/mile = \$1,382
Contractual Services					
Training	200.00	200.00	0.00	\$400	
Consultant (other than Legal & Accounting/Auditing)	200.00	200.00	0.00	\$400	CCIF: \$200; MSDE: \$200; HFA Training = \$400
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment					
	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
Other					
	2,450.00	200.00	0.00	\$2,650	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	1,200.00	200.00	0.00	\$1,400	CCIF: \$1,200; MSDE: \$200; Infant car seats \$160/3 = \$480, Pack&Play \$70/2=\$140, \$200 home visit ed. activities, Incentives and celebrations including food for events \$145/event 4 events =\$580
Professional Dues/Publications/Subscriptions	1,250.00	0.00	0.00	\$1,250	CCIF: Affiliation Fee \$1250/yr
Food	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Healthy Families Home Visiting (QACHD)	\$89,703	\$97,923	\$0	\$187,626	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)					
County/City In-Kind		0.00	0.00		
Fee for Service		0.00	0.00		
Other (MSDE)		57,923.00	0.00		
Other (KC Health Dept)		40,000.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$97,923	\$0		
CPA/Children's Cabinet FUNDING REQUEST					
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA	\$89,703			\$187,626	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2024

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
Program/Strategy: Minary's Dream Academy					For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Personnel	65,454.00	0.00	0.00	\$65,454	
Salaries	54,545.00	0.00	0.00		For 43.45 Weeks: Program Coordinator \$30.44 per hour for 15 hours per week \$19,839 - hours include planning time and session time with students; Bi-Lingual Program Staff Member \$27.00 per hour for 10 hrs per week \$11,732; Program Staff Member \$28.00 per hour for 15 hours per week \$18,249; Finance Staff \$43.48 per hour for 2.5 hours per week \$4,723.
Fringe Costs	10,909.00	0.00	0.00	\$54,545	
Operating Expenses	9,030.00	0.00	0.00	\$10,909	Fringe calculated at 20%
Communications	1,500.00	0.00	0.00	\$9,030	
Postage	130.00	0.00	0.00	\$1,500	Cell phone reimbursement \$50/mo * 3 staff members for 10 months
Utilities	0.00	0.00	0.00	\$130	58 * 224 mailings
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	1,000.00	0.00	0.00	\$1,000	50 x 600-\$300 rack cards; 20 x 3,500 copies = \$700
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel	6,400.00	0.00	0.00	\$6,400	\$1,400 transporting fuel + 10 van rentals x \$500 per day = \$5000
Business Travel	3,060.00	0.00	0.00	\$3,060	
Conferences/Conventions	1,860.00	0.00	0.00	\$1,860	.62 x 100 mi/month x 10 months x 3 staff members
Contractual Services	1,200.00	0.00	0.00	\$1,200	\$400/staff member x 3 staff for annual MOST United 4 Youth Conference estimated Nov 2023
Training	2,700.00	0.00	0.00	\$2,700	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	2,700.00	0.00	0.00	\$2,700	\$50 stipend for Cultural Connection Presenter (S); Behavioral Health Professional \$25 * 20 hours; YMCA \$300/group session x 4 sessions; Sultana \$250/group session x 3 sessions
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
Other	14,756.00	0.00	0.00	\$14,756	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	3,620.00	0.00	0.00	\$3,620	\$10/student (50) for misc. supplies like paper, markers, glue, etc = \$500; Socio-emotional materials for mindfulness, affirmations, youth trauma informed books \$20/student(50) = \$1,000; \$40 x 53 entrance passes for enrichment trip = \$2,120
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	2,500.00	0.00	0.00	\$2,500	Cooking classes ingredients \$10/student x 50 x 2 sessions = \$1,000; Snacks/Drinks \$3/student x 50 students x 10 months = \$1,500
Other (specify)	8,636.00	0.00	0.00	\$8,636	10% of costs
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Minary's Dream Academy	\$95,000	\$0	\$0	\$95,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)	0.00	0.00	0.00		
County/City In-Kind	0.00	0.00	0.00		
Fee for Service	0.00	0.00	0.00		
Other (MSDE)	0.00	0.00	0.00		
Other (KC Health Dept)	0.00	0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA					
CPA/Children's Cabinet FUNDING REQUEST					
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA	\$95,000	\$0	\$0	\$95,000	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2024

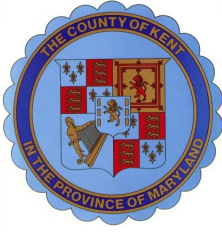
LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
Program/Strategy: Teen Spaces					
Personnel	0.00	0.00	0.00	\$0	
Salaries	0.00	0.00	0.00	\$0	
Fringe Costs	0.00	0.00	0.00	\$0	
Operating Expenses	0.00	0.00	0.00	\$0	
Communications	0.00	0.00	0.00	\$0	
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel	0.00	0.00	0.00	\$0	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
Contractual Services	40,297.00	0.00	0.00	\$40,297	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	40,297.00	0.00	0.00	\$40,297	Washington College's Hip Hop Time Capsule (90 hrs for Open Studio Coordinator \$2,250; Student Intern stipends for 14 students \$11,760) \$14,010 ; Minary's Dream Alliance monthly Teen Spaces events \$17,908; Choptank Tolomato Legacy Project youth led mural \$8,289
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
Other	0.00	0.00	0.00	\$0	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	0.00	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Teen Spaces	\$40,297	\$0	\$0	\$40,297	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (MSDE)		0.00	0.00		
Other (KC Health Dept)			0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$40,297			\$40,297	
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$40,297	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2024

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
Program/Strategy: Youth Led Mental Health Initiative					
Personnel					
Salaries	0.00	0.00	0.00	\$0	
Fringe Costs	0.00	0.00	0.00	\$0	
Operating Expenses					
Communications	0.00	0.00	0.00	\$0	
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel					
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
Contractual Services					
Training	52,000.00	8,000.00	0.00	\$60,000	
Consultant (other than Legal & Accounting/Auditing)	52,000.00	8,000.00	0.00	\$60,000	Contract to Implement Youth Designed Behavioral Health Initiative
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment					
Office Equipment/Furniture	0.00	0.00	0.00	\$0	
Other					
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	0.00	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Youth Led Mental Health Initiative	\$52,000	\$8,000	\$0	\$60,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		8,000.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (MSDE)			0.00		
Other (KC Health Dept)			0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$8,000	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$52,000				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$60,000	



**Rosemary Ramsey Granillo, Director Kent County Local Management
Board
10/17/2023
County Commissioners Meeting**

Item Summary:

Minary's Dream Alliance/Academy After School Program Memorandum of Agreement for Children's Cabinet Interagency Funding

ATTACHMENTS:

Description

10.17.23 FY2024 Memorandum of Agreement Between Kent County Local Management Board and Minary's Dream Alliance, Academy After School Program, Children's Cabinet Interagency Fund

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

THIS MEMORANDUM OF AGREEMENT (MOA) dated the 17 day of October, 2023 is between Kent County Local Management Board, hereafter referred to as "KCLMB", located at 400 High Street, Chestertown, Maryland 21620, and the organization known as Minary's Dream Alliance, hereafter referred to as "Vendor", located at 9155 American Legion Road, Chestertown MD 21620.

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

WHEREAS, KCLMB received funding to be utilized towards this program from the Children's Cabinet Interagency Fund.

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

SECTION I. SCOPE OF RELATIONSHIP

- A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to implement Minary's Dream Academy After School Program, as further described in Exhibit A. This program will meet the State of Maryland's specifications in service, administration, and reporting, as set forth in the separate funding agreements between Kent County and the State of Maryland (the "State"). The amount of funding to the Vendor under this MOA shall be renegotiated in the event that funding to KCLMB from the

State is decreased for this program during the term of this MOA.

- B. Vendor Covenants. In addition to providing the program, project, and/or services described in Exhibit A, the Vendor agrees to:
- (1) Track and report financial records and program information, including outcomes that are, in a manner, consistent with State and local KCLMB reporting requirements as stipulated in Exhibit A.
 - (2) Provide KCLMB and select State agencies full access to all records and information related to services provided under this MOA, including client records.
 - (3) Report financial and program information, including outcomes (Ex. C-1 & Ex. C-2), at the end of the MOA period to KCLMB in a form acceptable to the KCLMB.
 - (4) Note the support of KCLMB in any press releases, promotional materials, or publicly accessible reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, annual reports, etc.
- C. Independent Status. The Vendor shall always be considered an independent contractor. The Vendor is not an employee of KCLMB and shall not be entitled to any benefits as an employee. The Vendor is responsible for all income-related taxes.

SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

- A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is **ninety-five thousand dollars (\$95,000.00)**.

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

- B. Term. This MOA extends for 12 months, from July 1, 2023 through June 30, 2024. One or both parties may terminate this MOA with at least thirty (30) days written notice. Termination may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year-to-date expenses shall be made within a time frame established by the KCLMB.
- C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed in one (1) year increments. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance, and any negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal. **This is the first renewal.**

- D. KCLMB Manual. Funding under this MOA is conditional upon compliance with the Local Management Board Policies and Procedures Manual, issued January 1st, 2021 by the Governor's Office for Children (the "LMB Manual"), and incorporated herein by reference. A copy of the KCLMB Manual is available for review in hardcopy, at the offices of KCLMB, or electronically, by being downloaded from the website at: <http://goccp.maryland.gov/children-and-youth/local-management-boards/> (under Local Management Boards Resources at the bottom of the webpage).
- E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of the Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.
- F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification by the third quarter reporting deadline (April 16th). KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.
- G. Property, Records and Data. Any reports, data, studies, property, equipment, or other materials generated, purchased, or arising from the use of funds under this MOA are the property of KCLMB and the State, and shall be accessible to and reviewable by both KCLMB and the State. Financial records shall be maintained by the Vendor for at least five (5) years after reconciliation by a certified public accountant or until an audit/monitoring is completed by KCLMB and/or the State, whichever is later. All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are considered property of the State and are therefore inventoried by KCLMB. The Vendor must submit Exhibit H-Fixed Assets with information that includes the serial number, make and model, and a label for the item that reads, "property of State of Maryland".
- H. Service Records.
- (1) Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the program or the Board, as applicable.
 - (2) Service records will be retained for at least five years (5).
 - (3) Service records in any form, generated or created from the use of State funds provided under this contract, are the sole and exclusive property of the State.
- I. Limitations – Sectarian Activities. Funding provided under this MOA is conditional upon the Vendor's agreement that all eligible activities, services, or programs will be provided in a

manner that is free from religious influences and in accordance with the following principles:

- (1) Vendor will not discriminate against any employee and/or any person applying for participation in any eligible activity or program funded under this MOA on the basis of religion, and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and
 - (2) Vendor will NOT: provide religious instruction or counseling; conduct religious services or worship (not including voluntary nondenominational prayer before meetings or other events); engage in religious proselytizing; and exert any other religious influence in the provision of eligible activities or programs under this MOA.
- J. Lobbying Activities. The costs of influencing and lobbying activities associated with obtaining grants, contracts, cooperative agreements, or loans are unallowable expenses under this MOA.

SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

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

SECTION IV. CONFIDENTIALITY

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

SECTION V. MISCELLANEOUS

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

[SIGNATURES ON NEXT PAGE]

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

Witness our hand and seals:

KENT COUNTY COMMISSIONERS

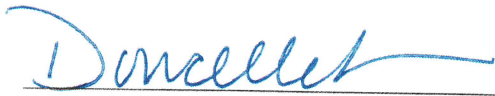


Name: Ronald H. Fithian

Title: President, Kent County Commissioners

10/17/23
Date

MINARY'S DREAM ALLIANCE



Name: Doncella Wilson

Title: Director

10/10/23
Date

85-0988396
FEIN/Employer ID

EXHIBIT A: Program Summary

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

Specific goals for the FY24 program year include reducing chronic absenteeism in Kent County Middle School and improving student success.

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

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

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

Duration of Program Services

The services described will be carried out during the period July 1, 2023 to June 30, 2024. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

Contact Information

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

Reporting Requirements:

All narrative and data reports are due quarterly unless otherwise indicated. The quarterly reporting periods are: July 1-September 30; October 1-December 31; January 1- March 31; April 1- June 30. All narrative and data reports are due the 10th business day of the month following the end of the quarter (October 16th, January 15th, April 12th, and July 15, 2024). Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to nwilson@kentgov.org.

Exhibit B – Expenditure Report

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

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

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Further training and engagement with racial equity and racial justice models is highly encouraged.
2. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
3. Compliance with reporting requirements. KCLMB reserves the right to withhold reimbursement from the contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

Other Documentation:

- Complete Exhibit E (acknowledgement of Background Check Requirement) and return with the signed MOA.
- Complete and return Background Certification (Exhibit F) within 90 days of signing this MOA.
- Budget Modification Request Form (Exhibit G).

**FY24 CPA
Minary's Dream Alliance**

- Exhibit H must be submitted if equipment is purchased for the program. All fixed assets are property of the State of Maryland and must be inventoried and labeled as such.

Monitoring Schedule:

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

Vendor's Acknowledgement:


Name: Doncella Wilson
Title: Executive Director

10/10/23
Date

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2023

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly	Non-Children's Cabinet Funds that Directly		
Program/Strategy: Minary's Dream Academy After School Program (Minary's Dream Alliance)					
Personnel	65,454.00	0.00	0.00	\$65,454	
Salaries	54,545.00	0.00	0.00	\$54,545	For 43.45 Weeks: Program Coordinator \$30.44 per hour for 15 hours per week \$19,839 - hours include planning time and session time with students; Bi-Lingual Program Staff Member \$27.00 per hour for 10 hrs per week \$11,732; Program Staff Member \$28.00 per hour for 15 hours per week \$18,249; Finance Staff \$43.48 per hour for 2.5 hours per week \$4,723.
Fringe Costs	10,909.00	0.00	0.00	\$10,909	Fringe calculated at 20%
Operating Expenses	9,030.00	0.00	0.00	\$9,030	
Communications	1,500.00	0.00	0.00	\$1,500	Cell phone reimbursement \$50/mo * 3 staff members for 10 months
Postage	130.00	0.00	0.00	\$130	.58 * 224 mailings
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	1,000.00	0.00	0.00	\$1,000	.50 * 600=\$300 rack cards; .20 * 3,500 copies= \$700
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	6,400.00	0.00	0.00	\$6,400	\$1,400 transporting fuel + 10 van rentals x \$500 per day = \$5000
Travel	3,060.00	0.00	0.00	\$3,060	
Business Travel	1,860.00	0.00	0.00	\$1,860	.62 x 100 mi/month x 10 months x 3 staff members
Conferences/Conventions	1,200.00	0.00	0.00	\$1,200	\$400/staff member for annual MOST Unite 4 Youth Conference estimated Nov 2023
Contractual Services	2,700.00	0.00	0.00	\$2,700	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	2,700.00	0.00	0.00	\$2,700	\$50 stipend for Cultural Connection Presenter (5); Behavioral Health Professional \$25*20 hours; YMCA \$300/group session x 4 sessions; Sultana \$250/group session x 3 sessions
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	Laptop for program staff
Other	14,756.00	0.00	0.00	\$14,756	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	3,620.00	0.00	0.00	\$3,620	\$10/student (50) for misc. supplies like paper, markers, glue, etc = \$500; Socio-emotional materials for mindfulness, affirmations, youth trauma informed books \$20/student(50)=\$1,000; \$40 x 53 entrance passes for enrichment trip = \$2,120
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	2,500.00	0.00	0.00	\$2,500	Cooking classes ingredients \$10/student x 50 x 2 sessions = \$1,000; Snacks/Drinks \$3/student x 50 students x 10 months = \$1,500
Other (specify)	8,636.00	0.00	0.00	\$8,636	10% of costs
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Minary's Dream Academy After School Program (Minary's Dream Alliance)	\$95,000	\$0	\$0	\$95,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
MSDE		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$95,000				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$95,000	

Kent County Local Management Board Ex. C Data and Narrative Report
Program: Minary's Dream Academy

Performance Measure*	For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	Q1 Due Oct. 16	Q2 or HY1 Due Jan 15 Total Unduplicated Count	Q3 Due April 12	Q4 or HFY 2 Due July 15 Total Unduplicated Count for the Year	Data Discussion: Definitions, Notes about how Data is collected	Story Behind: Explain trends in data, why are numbers going up or down?	Narrative Field: Other notes or questions about a measure. Include detail like names and dates of trainings, or challenges facing program
What/How Much We Do:								
# of students enrolled						Signed up and attending at least 30% of programming during the reporting period	Half Year 1: Half Year 2:	
# of wellness checks (# of messages, calls, or visits completed by MDA staff to support student engagement)							Half Year 1: Half Year 2:	
How Well We Do It:								
#/% of associated staff trained in trauma informed approaches	NUM: # of associated staff trained in trauma informed approaches DEN: # of associated staff (Staff paid by KCLMB working on Academy)						Half Year 1: Half Year 2:	Who are the associated staff, their roles, and what trainings have they done, and when. Who else of MDA staff and WAC interns were trained, even if not direct staff? Which trainings?
#/% of youth successfully completing the program	NUM: # of students successfully completing the program DEN: # of students enrolled					Successful completion consists of a minimum of 75% attendance	Half Year 1: Half Year 2:	
Is Anyone Better Off?								
#/% of participants reporting increased knowledge or skill development as a result of the program	NUM: # of students scoring above 84 on the CYRM DEN: # of students evaluated with the Child & Youth Resilience Measure)						Half Year 1: Half Year 2:	
% of program students chronically absent during reporting period	NUM: # of students chronically absent (absent 10% of time) during the reporting period DEN: Number of students enrolled					Use KCPS Powerschool Report In the narrative field compare the students from the program's figure to that of the overall student body - as reported by KCPS	Half Year 1: Half Year 2:	

Partnerships: Describe partnerships that support program. Describe WAC interns (how many, roles, value added):

Enrichment: List dates and highlights of enrichment trips or presentations, Include student feedback :

Services: How many students have been referred to and have enrolled in outside services like counseling?

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

EXHIBIT D

CONTACT INFORMATION SHEET

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

Name	Jasmine Robinson
Position	Program Director
Phone	410-463-4249
Email	Jasmine.robinson@minarysdreamalliance.org

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

Name	Keya Johnson
Position	Program Coordinator
Phone	410-330-3328
Email	Keya.johnson@minarysdreamalliance.org

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

Name	Kim Righi
Position	Fiscal Agent
Phone	443-553-4179
Email	Kim,righi@minarysdreamalliance.org

EXHIBIT E

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

Compliance means that

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

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

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

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

Doncella Wilson

Signature/Title

Doncella Wilson

Print Name

1/23/2023

Date

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

EXHIBIT F

Criminal Background Check Certification Affidavit

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

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

Employee/volunteer Name	Date of Application for Background Check	Date Completed Background Check Report Received
Mega Johnson	7/15/22	7/15/22
Jasmine Robinson	6/13/21	6/13/21
Ana Osuna	7/15/22	7/15/22

Doncella
Signature

1/24/23
Date

Doncella Wilson
Print Name

Executive Director
Title

Exhibit G Modification

LMB: Kent County Local Management Board

	Children's Cabinet/KCLMB Funds			Non-Children's Cabinet Funds that Directly Support Program				Budget Narrative
	Approved Budget	Change + or -	New Children's Cabinet Total	Approved Budget	Change + or -	New Non-Children's Cabinet Total	New Total (Children's Cabinet + Non-Children's Cabinet)	
Program: Minary's Dream Academy								For each line item where a change is proposed, enter below a description of the expense and the calculations that show how the expense was derived. No entries are required for shaded lines.
Personnel	65,454.00	0.00	65,454.00	0.00	0.00	0.00	65,454.00	
Salaries	54,545.00	0.00	54,545.00	0.00	0.00	0.00	54,545.00	
Fringe Costs	10,909.00	0.00	10,909.00	0.00	0.00	0.00	10,909.00	
Operating Expense	9,030.00	0.00	9,030.00	0.00	0.00	0.00	9,030.00	
Communications	1,500.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	
Postage	130.00	0.00	130.00	0.00	0.00	0.00	130.00	
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rent/Mortgage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Printing/Duplication	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	
Information System Repair/Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Vehicle Operating (other than Insurance)	6,400.00	0.00	6,400.00	0.00	0.00	0.00	6,400.00	
Travel	3,060.00	0.00	3,060.00	0.00	0.00	0.00	3,060.00	
Business Travel	1,860.00	0.00	1,860.00	0.00	0.00	0.00	1,860.00	
Conferences/Conventions	1,200.00	0.00	1,200.00	0.00	0.00	0.00	1,200.00	
Contractual Services	2,700.00	0.00	2,700.00	0.00	0.00	0.00	2,700.00	
Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Consultant (other than Legal & Accounting/Auditing)	2,700.00	0.00	2,700.00	0.00	0.00	0.00	2,700.00	
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Accounting/Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other	14,756.00	0.00	14,756.00	0.00	0.00	0.00	14,756.00	
Vehicle purchase and lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Program Supplies	3,620.00	0.00	3,620.00	0.00	0.00	0.00	3,620.00	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Food	2,500.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	
Other (specify)	8,636.00	0.00	8,636.00	0.00	0.00	0.00	8,636.00	
Other (specify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL Budget	\$95,000	\$0.00	\$95,000.00	\$0	\$0.00	\$0.00	\$95,000.00	

Kent County Local Management Board Exhibit H

Fixed Assets Inventory			
Item	Purchase Date	Serial Number	Make and Model

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



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

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

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

7. COST & PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

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

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

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. PROVISIONS

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

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

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

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

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

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

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

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

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

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

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

27. TERMINATION FOR CONVENIENCE

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

28. TIME

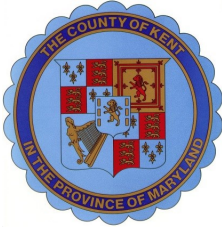
Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

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

30. WORK UNDER THE CONTRACT

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



**Rosemary Ramsey Granillo, Director Kent County Local Management
Board
10/17/2023
County Commissioners Meeting**

Item Summary:

Minary's Dream Alliance Teen Spaces Program Memorandum of Agreement for Safe Summer Award Funding

ATTACHMENTS:

Description

10.17.23 FY2024 Memorandum of Agreement Between Kent County Local Management Board and
Minary's Dream Alliance, Teen Spaces Program, Safe Summer Award

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

THIS MEMORANDUM OF AGREEMENT (MOA) dated the 17 day of October, 2023 is between Kent County Local Management Board, hereafter referred to as "KCLMB", located at 400 High Street, Chestertown, Maryland 21620, and the organization known as Minary's Dream Alliance, hereafter referred to as "Vendor", located at 9155 American Legion Road, Chestertown MD 21620.

WHEREAS, the parties desire to work together to operate and implement the Minary's Dream Alliance Teen Spaces Program, and to evaluate the outcomes funded and administered by KCLMB;

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

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

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

- Exhibit A – Program Summary
- Exhibit B – Expenditure Report
- Exhibit C –
 - 1) Narrative Report
 - 2) Data Report
- Exhibit D – Budget Modification Form
- Exhibit E – Fixed Asset/Purchase Request Form
- Exhibit F – General Terms and Conditions

NOW THEREFORE, the parties hereto agree as follows:

SECTION I. SCOPE OF RELATIONSHIP

A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to implement Minary's Dream Alliance Teen Spaces Program, as further described in Exhibit A. This program will meet the State of Maryland's specifications in service, administration, and reporting, as set forth in the separate funding agreements between Kent County and the State of Maryland (the "State"). The amount of funding to the Vendor under this MOA shall be renegotiated in the event that funding to KCLMB from the State is decreased for this program during the term of this MOA.

B. Vendor Covenants. In addition to providing the program, project, and/or services

described in Exhibit A, the Vendor agrees to:

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

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

SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is **thirty one thousand eight hundred and twenty dollars (\$31,820.00)**.

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

B. Term. This MOA extends for 3 months, from July 1, 2023 through September 30, 2023. One or both parties may terminate this MOA with at least thirty (30) days written notice. Termination may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year-to-date expenses shall be made within a time frame established by the KCLMB.

C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed in one (1) year increments. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance, and any negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal.

D. KCLMB Manual. Funding under this MOA is conditional upon compliance with the Local Management Board Policies and Procedures Manual, issued January 1st, 2021 by the Governor's

**FY24 Safe Summer
Ministry's Dream Alliance Teen Spaces**

Office for Children (the "LMB Manual"), and incorporated herein by reference. A copy of the KCLMB Manual is available for review in hardcopy, at the offices of KCLMB, or electronically, by being downloaded from the website at: <http://goccp.maryland.gov/children-and-youth/local-management-boards/> (under Local Management Boards Resources at the bottom of the webpage).

- E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of the Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.
- F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification thirty days before the end of the contract. KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.
- G. Property, Records and Data. Any reports, data, studies, property, equipment, or other materials generated, purchased, or arising from the use of funds under this MOA are the property of KCLMB and the State, and shall be accessible to and reviewable by both KCLMB and the State. Financial records shall be maintained by the Vendor for at least five (5) years after reconciliation by a certified public accountant or until an audit/monitoring is completed by KCLMB and/or the State, whichever is later. All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are considered property of the State and are therefore inventoried by KCLMB. The Vendor must submit Exhibit H-Fixed Assets with information that includes the serial number, make and model, and a label for the item that reads, "property of State of Maryland".
- H. Service Records.
- (1) Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the program or the Board, as applicable.
 - (2) Service records will be retained for at least five years (5).
 - (3) Service records in any form, generated or created from the use of State funds provided under this contract, are the sole and exclusive property of the State.
- I. Limitations – Sectarian Activities. Funding provided under this MOA is conditional upon the Vendor's agreement that all eligible activities, services, or programs will be provided in a manner that is free from religious influences and in accordance with the following principles:
- (1) Vendor will not discriminate against any employee and/or any person applying for

participation in any eligible activity or program funded under this MOA on the basis of religion, and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and

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

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

SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

A. Frequency. Unless otherwise agreed to by the KCLMB, funds shall be distributed to the Vendor on a monthly basis following submission to KCLMB of an invoice(s) for services, as provided. The Vendor shall request funding distributions in writing, accompanied by final reporting (as detailed in Exhibit A) which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. The Vendor may request an advance of funding provided under this MOA at the time the MOA is executed. Such funding advance must be requested in writing and is subject to all reporting requirements under this MOA.

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

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

SECTION IV. CONFIDENTIALITY

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

SECTION V. MISCELLANEOUS

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

[SIGNATURES ON NEXT PAGE]

**FY24 Safe Summers
Minary's Dream Alliance Teen Spaces**

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

Witness our hand and seals:

KENT COUNTY COMMISSIONERS



Name: Ronald H. Fithian

Title: President, Kent County Commissioners

10/17/23
Date

MINARY'S DREAM ALLIANCE



Name: Doncella Wilson

Title: Director

10/10/23
Date

85-0988396

FEIN/Employer ID

**FY24 Safe Summer Award
Minary's Dream Alliance Teen Spaces**

EXHIBIT A: Program Summary

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

Specific goals for the FY24 program year include reducing chronic absenteeism in Kent County High School and improving student success.

Minary's Dream Alliance Teen Spaces Program will create and coordinate spaces and gatherings for Kent County High School students to gather, socialize, and build skills that will serve them in school and in life. This will include weekly and monthly opportunities to gather at Minary's Dream Alliance teen space for games, crafts, food, and activities, as well as enrichment and community orientated events for students to travel and engage with peers and other community members and leaders. Examples of these activities are as follows, based on the proposal submitted by Minary's Dream Alliance.

- Expressive Arts Night-Paint-N-Learn, Poetry Slam, The Educational Activities to include self-esteem, building confidence, suicide prevention with Mobile Crisis
- Back to school bash, games, music, food. Students will also receive Service- Learning Hours for participating in the annual community back-to-school giveaway held by MDA and community partners. Discussion on any challenges or barriers for students to return to school.
- Trips to Hershey Park and Ocean City to motivate and incentivize participation in the program and to complete the youth behavior risk assessment.

**In addition to a monthly planned event, students will have a drop in night, in which they can play games, interact with their peers, and engage with community partners in a relaxed informal setting.*

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

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

Duration of Program Services

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

Reporting Requirements:

All narrative and data reports are due upon completion unless otherwise indicated. The report due date is ten days after the end of the contract term. Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to nwilson@kentgov.org.

**FY24 Safe Summer Award
Minary's Dream Alliance Teen Spaces**

Exhibit B – Expenditure Report

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

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Further training and engagement with racial equity and racial justice models is highly encouraged.
2. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
3. Compliance with reporting requirements. KCLMB reserves the right to withhold reimbursement from the contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

Other Documentation:

- Budget Modification Request Form (Exhibit D).

otherwise be kept on site by the Vendor.

1. Exhibit C-1, Narrative Report.
2. Exhibit C-2, Data. Also due quarterly. Please see attached spreadsheet and directions detailing the information to be reported for C-1 and C-2 in the excel worksheet provided.

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Further training and engagement with racial equity and racial justice models is highly encouraged.
2. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
3. Compliance with reporting requirements. KCLMB reserves the right to withhold reimbursement from the contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

Other Documentation:

- Budget Modification Request Form (Exhibit D).
- Exhibit E must be submitted if equipment is purchased for the program. All fixed assets are property of the State of Maryland and must be inventoried and labeled as such.

Monitoring Schedule:

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

Vendor's Acknowledgement:


Name: Doncella Wilsm
Title: Executive Director

10/10/23
Date

Performance Measure*	For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	Q1 Due Oct. 16	Q2 or HY1 Due Jan 15 Total Unduplicated Count	Q3 Due April 12	Q4 or HY2 Due July 15 Total Unduplicated Count for the Year	Target	Story Behind: Explain trends in data, why are numbers going up or down?	Narrative Field: Other notes or questions about a measure. Include detail like names and dates of trainings, or challenges facing program
What/How Much We Do:								
# of participating youth						50		
# of activities						12	Half Year 1: Half Year 2:	
How Well We Do It:								
#/% of associated staff trained in trauma informed approaches	NUM: # of associated staff trained in trauma informed approaches DEN: # of associated staff (staff paid by KCLMB working on Academy)					80%	Half Year 1: Half Year 2:	Who are the associated staff, their roles, and what trainings have they done, and when.
#/% of youth retained in the program	# of participating youth attending all but three sessions (showed up most of the time) DEN: # of participating youth attending at least three sessions (showed up a few times)						Half Year 1: Half Year 2:	Who else of MDA staff and WAC Interns were trained, even if not direct staff? Which trainings?
Is Anyone Better Off?								
% of participating youth who feel their ideas/voice is being considered in the program DEN: # of participants surveyed	NUM: # of participating youth responding positively to the survey question "do you feel as though your ideas and your voice are being considered in this program" DEN: # of participants surveyed					90%	Half Year 1: Half Year 2:	
% of participants reporting increased knowledge or skill development as a result of the program	NUM: # of students chronically absent (absent 10% of time) during the reporting period DEN: # of participants surveyed					60%	Half Year 1: Half Year 2:	

Partnerships: Describe partnerships that support program. Describe WAC interns (how many, roles, value added):

Enrichment: List dates and highlights of enrichment trips or presentations, include student feedback:

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

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

Kent County Local Management Board Exhibit D

Fixed Assets Inventory			
Item	Purchase Date	Serial Number	Make and Model

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

Exhibit D Modification # _____

LMB: Kent County Local Management Board

	Children's Cabinet/KCLMB Funds			Non-Children's Cabinet Funds that Directly Support Program				Budget Narrative
	Approved Budget	Change + or -	New Children's Cabinet Total	Approved Budget	Change + or -	New Non-Children's Cabinet Total	New Total (Children's Cabinet + Non-Children's Cabinet)	For each line item where a change is proposed, enter below a description of the expense and the calculations that show how the expense was derived. No entries are required for shaded lines.
Program: TEEN SPACES SAFE SUMMER								
Personnel		0.00	0.00	9,903.00	593.23	10,496.23	10,496.23	
Salaries		0.00	0.00	8,351.00	671.03	9,022.03	9,022.03	to reflect actual costs
Fringe Costs		0.00	0.00	1,552.00	(77.80)	1,474.20	1,474.20	actual fringe = 16.34%
Operating Expense		0.00	0.00	500.00	2,696.68	3,196.68	3,196.68	
Communications		0.00	0.00	0.00	0.00	0.00	0.00	
Postage		0.00	0.00	0.00	0.00	0.00	0.00	
Utilities		0.00	0.00	0.00	0.00	0.00	0.00	
Advertising		0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies		0.00	0.00	500.00	(209.78)	290.22	290.22	to reflect actual costs
Insurance		0.00	0.00	0.00	0.00	0.00	0.00	
Rent/Mortgage		0.00	0.00	0.00	0.00	0.00	0.00	
Printing/Duplication		0.00	0.00	0.00	0.00	0.00	0.00	
Information System Repair/Maintenance		0.00	0.00	0.00	0.00	0.00	0.00	
Vehicle Operating (other than Insurance)		0.00	0.00	0.00	2,906.46	2,906.46	2,906.46	trip transportation costs
Travel		0.00	0.00	4,155.00	(3,590.37)	564.63	564.63	
Business Travel		0.00	0.00	4,155.00	(3,590.37)	564.63	564.63	lowered to reflect actual costs
Conferences/Conventions		0.00	0.00	0.00	0.00	0.00	0.00	
Contractual Services		0.00	0.00	0.00	0.00	0.00	0.00	
Training		0.00	0.00	0.00	0.00	0.00	0.00	
Consultant (other than Legal & Accounting/Auditing)		0.00	0.00	0.00	0.00	0.00	0.00	
Legal		0.00	0.00	0.00	0.00	0.00	0.00	
Accounting/Auditing		0.00	0.00	0.00	0.00	0.00	0.00	
Equipment		0.00	0.00	5,355.00	(4,756.00)	599.00	599.00	
Office Equipment		0.00	0.00	5,355.00	(4,756.00)	599.00	599.00	lowered to reflect actual cost of Equip Purch over \$500
Other		0.00	0.00	11,907.00	5,056.46	16,963.46	16,963.46	
Vehicle purchase and lease		0.00	0.00	0.00	0.00	0.00	0.00	
Program Supplies		0.00	0.00	3,580.00	4,277.35	7,857.35	7,857.35	used Bus Travel and Equip funds for actual costs of supplies under \$500
Professional Dues/Publications/Subscriptions		0.00	0.00	0.00	0.00	0.00	0.00	
Food		0.00	0.00	2,500.00	1,847.08	4,347.08	4,347.08	to reflect actual costs
Other (specify) Trips & entrance fees		0.00	0.00	2,700.00	(631.66)	2,068.34	2,068.34	actual costs of trip entrance fees
Other (specify) Indirect		0.00	0.00	3,127.00	(436.31)	2,690.69	2,690.69	lowered from 10% to use balance of grant: 9.2371%
TOTAL Budget		\$0.00	\$0.00	\$31,820	\$0.00	\$31,820.00	\$31,820.00	

Kent County Local Management Board Exhibit E

FIXED ASSET INVENTORY			
Item	Purchase Date	Serial Number	Make and Model

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



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

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

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

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

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

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

7. COST & PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

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

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

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

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. PROVISIONS

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

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

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

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

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

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

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

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

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

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

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

27. TERMINATION FOR CONVENIENCE

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

28. TIME

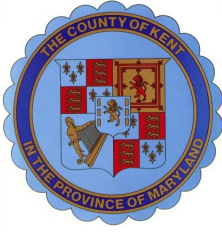
Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

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

30. WORK UNDER THE CONTRACT

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



**Jamie Williams, Director and Katie Wright, Economic Development
Manager, Economic and Tourism Development
10/17/2023
County Commissioners Meeting**

Item Summary:

Economic Development Week in Maryland, October 23 - 27, 2023

ATTACHMENTS:

Description

10.17.23 Proclamation, Maryland Economic Development Week

Kent County, Maryland



Proclamation

Maryland Economic Development Week October 23-27, 2023

- WHEREAS,** Kent County Economic Development is an active member of the Maryland Economic Development Association (MEDA), a non-profit organization established in 1961. The MEDA mission is to enhance the knowledge and skills of its members, encourage partnerships and networking among people committed to bringing jobs and capital to Maryland. They also promote economic development as an investment in Maryland; and
- WHEREAS,** MEDA members work to improve the State's business climate and the professionalism of those in the field of economic development including other professionals with an interest in the economy of Maryland, and through its regular meetings, special programs and projects, members address diverse issues; and
- WHEREAS,** The economic growth and stability of the State affect all regions and jurisdictions of Maryland, and Kent County Economic Development is an important component of the State's economic success.
- NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND,** join the State of Maryland and hereby proclaim October 23-27, 2023, as Economic Development Week, and ask all to join us in recognizing and supporting the importance of business development locally and statewide.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A blue ink signature of Ronald H. Fithian, written in a cursive style.

Ronald H. Fithian, President

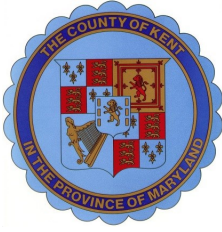
A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

A blue ink signature of John F. Price, written in a cursive style.

John F. Price, Member

October 17, 2023



Jamie Williams, Director, Economic and Tourism Development
10/17/2023
County Commissioners Meeting

Item Summary:

Arts and Entertainment Property Tax Credit Approval for FY2023 and FY2024

ATTACHMENTS:

Description

CHR4-2023 A&E Tax Credit

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 18, 2023
Legislative Session Day

Legislative Session Day
July 18, 2023

CODE HOME RULE
BILL NO. 3-2023

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 152 Taxation to add Article XI Arts and Entertainment District Property Tax Credit to the Code of Public Local Laws of Kent County, Maryland for the purpose of authorizing a certain property tax credit for certain business entities that obtain certain new, improved, or expanded premises in a certain Arts and Entertainment District in Kent County; providing for the amount and duration of the property tax credit; authorizing the County Commissioners of Kent County to provide, by law, for certain matters relating to the tax credit; defining certain terms; providing for the application of this Act; and generally relating to a property tax credit in Kent County for real property located in a certain Arts and Entertainment District.

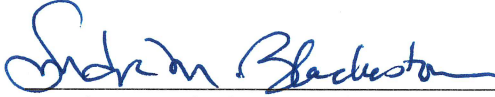
RECEIVED
CLERK, CIRCUIT COURT
2023 SEP 28 P 2:46
KENT COUNTY

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

INTRODUCED, read the first time, July 18, 2023, ordered posted and public hearing scheduled on August 8, 2023, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:


Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on August 8, 2023. Reported favorably [with] without amendments; read the second time and ordered to be considered on September 19, 2023, a legislative session day.

**A BILL ENTITLED CHR 3-2023 ARTS AND ENTERTAINMENT DISTRICT PROPERTY
TAX CREDIT**

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 152, Taxation is hereby amended to add Article XI Arts and Entertainment District Property Tax Credit as follows:

ARTICLE XI

ARTS AND ENTERTAINMENT DISTRICT PROPERTY TAX CREDIT

152-41 DEFINITIONS

IN THIS ARTICLE, "ARTS AND ENTERTAINMENT DISTRICT," "ARTS AND ENTERTAINMENT ENTERPRISE," AND "QUALIFYING RESIDING ARTIST" HAVE THE MEANINGS STATED IN § 4-701 OF THE ECONOMIC DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

152-42 TAX CREDIT GRANTED

- A. KENT COUNTY GRANTS A TAX CREDIT AGAINST THE COUNTY REAL PROPERTY TAX IMPOSED ON A MANUFACTURING, COMMERCIAL, OR INDUSTRIAL BUILDING THAT:**
- (1) IS LOCATED IN AN ARTS AND ENTERTAINMENT DISTRICT DESIGNATED AS SUCH UNDER § 4-704 OF THE ECONOMIC DEVELOPMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND; AND**
 - (2) IS WHOLLY OR PARTIALLY CONSTRUCTED OR RENOVATED, AFTER THE DATE OF THE DESIGNATION DESCRIBED ABOVE, TO BE CAPABLE FOR USE BY A QUALIFYING RESIDING ARTIST OR AN ARTS AND ENTERTAINMENT ENTERPRISE.**
- B. THE REAL PROPERTY TAX CREDIT SHALL BE APPLIED TO THE INCREASE IN ASSESSMENT RESULTING FROM CONSTRUCTION OR RENOVATION AND SHALL BE 100% IN EACH OF THE FOLLOWING FISCAL YEARS NOT TO EXCEED MORE THAN 10 YEARS.**
- C. AN APPLICATION FOR THE TAX CREDIT CREATED BY THIS ARTICLE SHALL BE FILED BY THE PROPERTY OWNER ON OR BEFORE THE JUNE 1 PRECEDING THE FISCAL YEAR FOR WHICH THE TAX CREDIT IS SOUGHT.**

D. KENT COUNTY MAY DESIGNATE AN ARTS AND ENTERTAINMENT DISTRICT MANAGER WHO MAY PROMULGATE FORMS FOR APPLICATIONS FOR THE TAX CREDIT HEREUNDER AND MAY REQUIRE SUCH VERIFICATION OF QUALIFICATIONS HEREUNDER AS SUCH OFFICE MAY DEEM APPROPRIATE.

SECTION 2. BE IT FURTHER ENACTED by the County Commissioners of Kent County that this

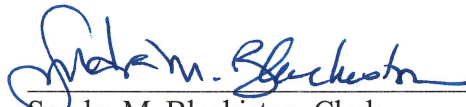
Act shall take effect on the 3rd day of November, 2023.

Read Third Time September 19, 2023

PASSED this 19th day of September, 2023.

Failed of Passage _____

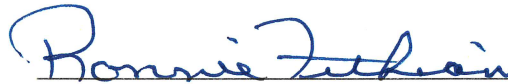
By order of:


Sondra M. Blackiston, Clerk

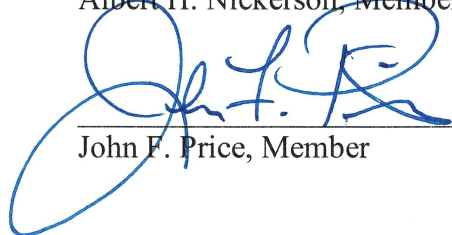
(SEAL)



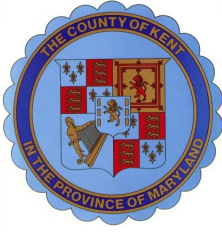
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



**Katie Wright, Economic Development Manager, Economic and Tourism
Development
10/17/2023
County Commissioners Meeting**

Item Summary:

Maryland Agricultural and Resourced-Based Industry Development Corporation Grant Agreement

ATTACHMENTS:

Description

10.17.23 Marbidco-Kent County Grant Agreement, to Apotheosis Farm, LLC Herbal Processing Equipment, with MD Agricultural and Resource-Based Industry Development Corp. through Economic and Tourism Development

MARBIDCO-KENT COUNTY GRANT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 17th day of October, 2023, by and between the Maryland Agricultural and Resource-Based Industry Development Corporation ("Grantor"), and the Board of Kent County Commissioners, Kent County, Maryland through the Department of Economic & Tourism Development. ("Grantee").

Recitals

- A. Grantee has requested grant assistance from Maryland Agricultural and Resource-Based Industry Development Corporation (MARBIDCO) in order to supplement a grant from Grantee to Apotheosis Farm, LLC ("Recipient") for the purchase of value-added herbal processing equipment and building materials to retrofit barn space.

THEREFORE, the Grantor and Grantee agree as follows:

- B. Purpose. The purpose of the Agreement is to provide a grant in the amount of eight thousand three hundred five dollars (\$8,305.00) ("Grant Funds"). The funds will be used to supplement a grant from Grantee to Apotheosis, Farm, LLC, for the purchase of value-added herbal processing equipment and building materials to retrofit barn space.
1. Terms of Agreement. Performance under this Agreement continues until agreed upon services are completed, but no later than June 30, 2024. The Grantee may request up to a 30-day extension of the term of this Agreement for good cause shown.
 2. Disbursement of Grant. Subject to the availability of funds of Grantor and upon the execution of this Agreement, Grantor will disburse all of the Grant Funds to Grantee.
 3. Deliverables. Certification of matching funds of \$8,305.00 from Grantee. Grantee shall provide a valid proof of payment showing a disbursement from the Grantee to the Recipient within 45 days from the disbursement.
 4. Inspection and Retention of Records. Grantee shall allow any duly authorized representative of the Grantor or the State of Maryland to inspect, at reasonable times, all records and documents of the Grantee relating to this Grant, which records shall be retained by Grantee for at least three years after the termination of this Agreement.
 5. Compliance with Applicable Law. Grantee agrees to comply with all applicable Federal, State, and local laws, including laws relating to discrimination in employment.
 6. Grantees Certifications. As an inducement to Grantor to make the Grant, Grantee hereby certifies and warrants to Grantor that:

- (a) Grantee has all requisite power and authority to enter into this Agreement.
 - (b) This Agreement has been executed and delivered by Grantee in such a manner and form as to comply with all applicable laws to make this Agreement valid and legally binding act and agreement of Grantee.
7. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace during the term of this agreement. Specifically, Grantee shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace;
 - (b) Prohibit its employees from working under the influence of alcohol or drugs;
 - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;
 - (d) Promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred; and
 - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.
8. Political Contributions. Grantee shall not use any Grant funds to make contributions:
- (a) to any persons who hold, or are candidates for, elected office;
 - (b) to any party, organization, or action committee; or
 - (c) in connection with any political campaign or referendum.
9. Amendment. This Agreement, or any part, may be amended from time to time only in writing executed by the parties.
10. Assignment. Without prior written approval of Grantor, Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed by this Agreement.
11. Default. A default shall consist of any breach of any of Grantee's covenants, agreements, warranties, or certification of this Agreement.
12. Remedies Upon Default.
- (a) Upon the occurrence of any default as described in paragraph 12, Grantor shall have the right to terminate this Agreement by written notice to Grantee.

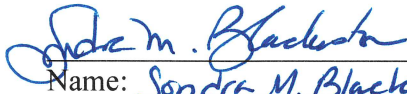
In the event of termination, Grantor may require Grantee to repay to Grantor within thirty days of receipt of written notice of default all Grant Funds which have been disbursed to Grantee, and Grantee shall have no right to receive any undisbursed Grant Funds.

- (b) In addition to the rights and remedies contained in the Agreement, Grantor may at any time proceed to protect and enforce all rights available to Grantor by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive termination of the Agreement.
13. Indemnification. Grantee releases Grantor and the State from claims of liability, and agrees that Grantor and the State of Maryland shall not have any liability for, and, subject to available appropriations, agrees to protect, indemnify, and save harmless Grantor and the State from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by or asserted or imposed against Grantor or the State as a result of or in connection with the Grant. All the money expended by Grantor or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the minimum interest rate permitted by law, shall constitute indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to Grantor or the State, to the extent of available appropriations.
14. Effective Date. This Agreement shall be accepted and executed by Grantee and forwarded to Grantor. Grantor will then execute this Agreement. The effective date of this Agreement shall be the date first written above.
15. Entire Agreement. This Agreement represents the complete, total, and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

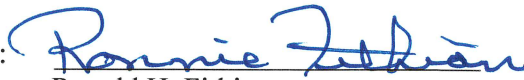
[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

WITNESS our hands, all as of the date first above written.

WITNESS:


Name: Sandra M. Blackiston
10/17/23

KENT COUNTY COMMISSIONERS

By: 
Name: Ronald H. Fithian
Title: President

Date: 10/17/23

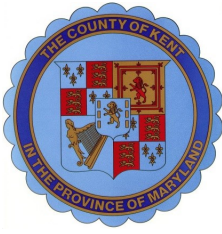
WITNESS:

**MARYLAND AGRICULTURAL AND
RESOURCE-BASED INDUSTRY
DEVELOPMENT CORPORATION**

Name: _____

By: _____
Stephen R. McHenry
Executive Director

Date: _____



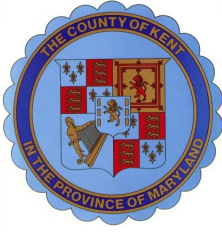
Jim Miller, Director, Human Resources
10/17/2023
County Commissioners Meeting

Item Summary:

Full-Time Paramedic Supervisor Vacancy

ATTACHMENTS:

Description



State's Attorney's Office for Kent County
10/17/2023
County Commissioners Meeting

Item Summary:

Third Amendment to Lease

ATTACHMENTS:

Description

10.17.23 KRM 211 High Street LLC for the State's Attorney's Office 205 Cannon Street, Third Amendment to Lease Agreement

K R M – 211 HIGH ST, LLC

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE, dated as of this 3rd day of October, 2023 by and between KRM – 211 High St, LLC, (“Landlord”) and the County Commissioners of Kent County, a body corporate and politic and a political subdivision of the State of Maryland, for and on behalf of Kent County States Attorney (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant have heretofore entered into a Lease dated, June 18, 2015 (the “Lease”), and an Amendment to the Lease (“First Amendment to Lease”) dated October 16, 2015, and an Amendment to the Lease (“Second Amendment to Lease”) dated August 20, 2018, for certain premises located in The Bank Building at 205 Cannon Street, Suite 2, Chestertown, MD 21620, as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease for three (3) years.

NOW, THEREFORE, Landlord and Tenant hereby agree that the Lease shall be and is hereby amended as follows:

1. The term shall be for three (3) years commencing November 1, 2023 and terminating October 31, 2026.
2. The schedule of fixed rent shall be as follows:

3 Year Lease: (3,500 square feet of office space)

11/1/23-10/31/24 3,500 sf × \$16.50 sf/year = \$57,750.00/year = \$4,812.50/month

11/1/24-10/31/25 3,500 sf × \$17.00 sf/year = \$59,500.00/year = \$4,958.34/month

11/1/25-10/31/26 3,500 sf × \$17.50 sf/year = \$61,250.00/year = \$5,104.17/month

3. Additional Rent:

2023 CAM - \$1.43 sf/year = \$5,005.00/year = \$417.09/month* **

2023 PTAX - \$20.00/month* **

*To be adjusted annually by Landlord. See Article IV, B. Tenant’s Responsibilities in Addition to Rent.

**Tenant is responsible for adding this amount to their monthly lease payment and Landlord will reconcile account at the end of each calendar year. See Article IV, B. Tenant’s Responsibilities in Addition to Rent.

EXCEPT as specifically modified, all of the terms and provisions of the Lease are and shall remain in full force and effect, and the Lease, as amended hereby, if ratified by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Third Amendment to Lease the day and year first written above.

LANDLORD

KRM – 211 HIGH ST, LLC

BY: KRM DEVELOPMENT CORPORATION managing member:

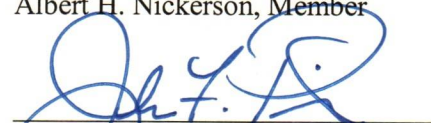

Jesse G. Parks, President

TENANT

COUNTY COMMISSIONERS OF KENT
COUNTY


Ronald H. Fithian, President


Albert H. Nickerson, Member

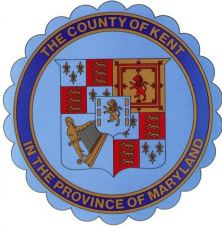

John F. Price, Member

ATTEST/WITNESS


Sign


Sign 10/17/23

205 Cannon Street, Suite 1 * Chestertown, MD 21620
410-810-1574 FAX: 410-810-1571



**Cynthia Saunders, President, Friends of the Kent County Public
Library**

10/17/2023

County Commissioners Meeting

Item Summary:

50th Anniversary Proclamation, Friends of the Kent County Public Library

ATTACHMENTS:

Description

10.17.23 Proclamation, Friends of Kent County Public Library

Kent County, Maryland



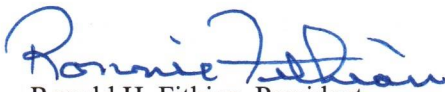
Proclamation

50 Year Anniversary Celebration

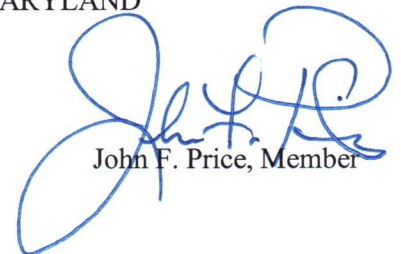
- WHEREAS,** the Friends of the Kent County Public Library engage in fundraising to empower Kent County libraries to elevate from good to great -- providing the resources for additional programming, books, and special events throughout the year; plus, recognizing and supporting effective staff training; and
- WHEREAS,** the work of the Friends emphasizes helping the community by encouraging literacy, providing enriching cultural programs, and raising awareness about the diverse resources available at the library; and
- WHEREAS,** the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby recognize and celebrate The Friends of the Kent County Public Library for their fifty years of service and commend The Friends of the Kent County Public Library for its dedication and contributions to the well-being and progress of the Kent County community.

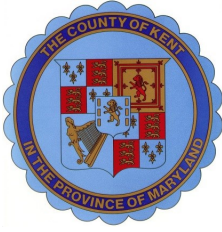
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

October 17, 2023



Meeting Announcement, Maryland Department of Health 10/17/2023 County Commissioners Meeting

Item Summary:

Community Overdose Action - Town Hall Series, October 24th 6:30 - 7:30
Email help.oocc@maryland.gov for more information.

ATTACHMENTS:

Description

Community Overdose Action Town Hall Series, Tuesday, October 24, 2023

Community Overdose Action

Town Hall Series

KENT COUNTY

TUESDAY, OCTOBER 24, 2023

6:30 – 7:30 pm

Come share your ideas for how we can do more to address the overdose crisis!

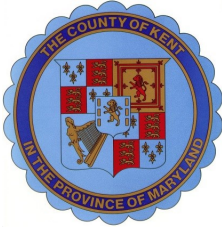
Event Details: This town hall will feature presentations from state and local officials. Members of the public will also be given the opportunity to provide public comment.

Location: Kent County Commissioners Office
400 High Street
Chestertown, MD 21620

Registration: <https://oocc-kent.eventbrite.com>

Public Comment: If you would like to provide public testimony, you may elect to do so upon registration. Attendees who register to speak will be given 2 minutes and will be called on in the order in which their registration was received, time permitting.





Shelley Heller, County Administrator
10/17/2023
County Commissioners Meeting

Item Summary:

Request For A Meeting

ATTACHMENTS:

Description

10.10.23 Honorable Bill Ferguson, Request for Meeting

10.10.23 Honorable Adrienne A. Jones, Request for Meeting



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

October 10, 2023

The Honorable Bill Ferguson
President of the Senate
H-107 State House
100 State Circle
Annapolis, MD 21401

RE: Request for a meeting with Kent County representatives

Dear President Ferguson:

On behalf of the County Commissioners of Kent County, Maryland, this letter aids as a respectful request for a meeting to discuss the fiscal impact of Kirwan on Kent County. I offer my assistance regarding this request and can be reached at 410-778-3805 or sheller@kentgov.org.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Shelley L. Heller", is written over a horizontal line.

Shelley L. Heller
County Administrator

cc: The County Commissioners of Kent County, Maryland
The Honorable Stephen S. Hershey
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist



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

October 10, 2023

The Honorable Adrienne A. Jones
Speaker of the House
H-101 State House
100 State Circle
Annapolis, MD 21401

RE: Request for a meeting with Kent County Commissioners

Dear Speaker Jones:

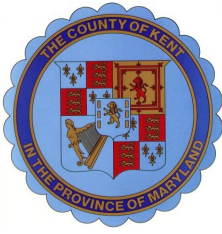
On behalf of the County Commissioners of Kent County, Maryland, this letter aids as a respectful request for a meeting to discuss the fiscal impact of Kirwan on Kent County. I offer my assistance regarding this request and can be reached at 410-778-3805 or sheller@kentgov.org.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Shelley L. Heller", is written over a horizontal line.

Shelley L. Heller
County Administrator

cc: The County Commissioners of Kent County, Maryland
The Honorable Jay A. Jacobs
The Honorable Steven J. Arentz
The Honorable Jefferson L. Ghrist
The Honorable Stephen S. Hershey



Planning Commission
10/17/2023
County Commissioners Meeting

Item Summary:

Thank You For Your Interest Letter

ATTACHMENTS:

Description

10.17.23 Jennifer Debnam, Thank you for Your Interest Letter



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

October 17, 2023

Jennifer Debnam
12371 Augustine Herman Hwy
Kennedyville, MD 21645

RE: Planning Commission

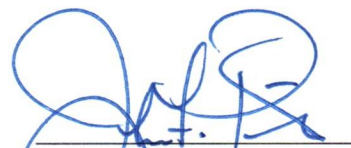
Dear Ms. Debnam:

Thank you for your interest in the Planning Commission. We have forwarded your interest form to Bill Mackey, Director, Planning, Housing, and Zoning, for staff review. We greatly appreciate any citizen who shows interest in joining our Boards and Committees, and you are no exception. Public service and involved citizenship are qualities we should all strive for.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

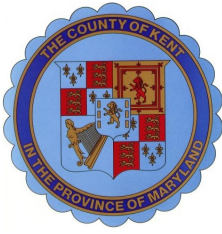

Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

KCC/tlt

cc: William Mackey, Director, Planning, Housing, and Zoning



Procedures For Public Comment 10/17/2023 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments

10.17.23 Public Comments Sign In Sheet

Press and Public Comments

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

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

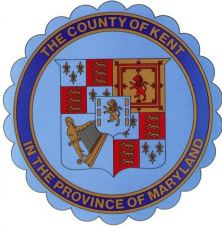
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

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

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

**PUBLIC COMMENTS
SIGN IN SHEET
October 17, 2023**

[illegible]



Kent County Office of Emergency Services 10/17/2023 County Commissioners Meeting

Item Summary:

Sign Up For Kent County's CodeRED Emergency Communications Network
Visit www.kentcounty.com/oes

ATTACHMENTS:

Description

Kent County's CodeRED Emergency Communications Network Flyer

Residents and businesses located within Kent County are encouraged to sign up for CodeRED to receive timely emergency notifications and other important information and instructions when alerts are issued. This is a way of notifying you in an emergency.

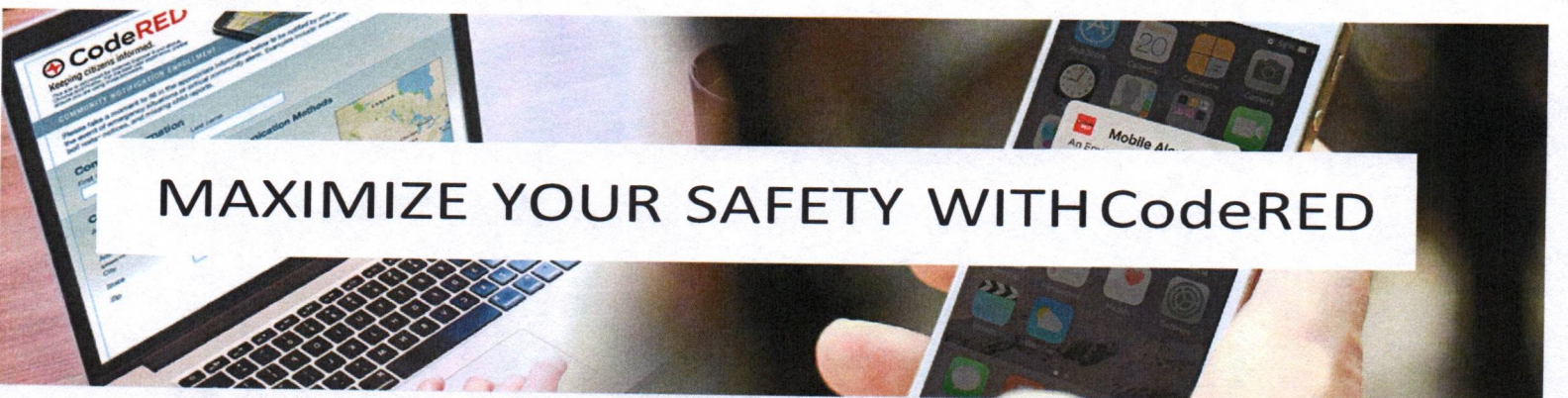
When enrolled in the CodeRED system, alerts are issued by geographical location. Alerts can be sent to a cell phone, landline, by text, and even email. You get to choose! With CodeRED, you get the option of also receiving the CodeRED Weather Warning. These alerts are automatically generated when the National Weather Service issues a warning for your location. This early warning could prove to be lifesaving.

The CodeRED alert system is free to Kent County residents and only takes a few minutes to sign up. Please tell friends and family about this invaluable service.

To sign up for Kent County's CodeRED Emergency Communications Network® visit the website at:
<https://www.kentcounty.com/oes>



Alert. Inform. Affect Lives.

A banner image showing a laptop screen on the left displaying the CodeRED website with a map, and a smartphone on the right displaying the CodeRED mobile app interface. A white text box is overlaid in the center.

MAXIMIZE YOUR SAFETY WITH CodeRED

MISSING PERSONS/CHILDREN

EVACUATION NOTICES

NATURAL DISASTERS

BOIL WATER ADVISORIES

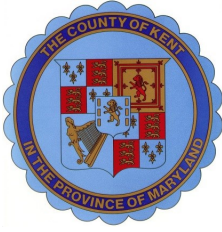
INCLEMENT WEATHER WARNINGS

CRIMINAL ACTIVITIES

ROAD CLOSURES/TRAFFIC ALERTS

SHELTER IN PLACE/LOCKDOWNS

WATER AND SEWER REPAIRS/HYDRANT FLUSHING



American Rescue Plan Act (ARPA) Funds Spend Plan 10/17/2023 County Commissioners Meeting

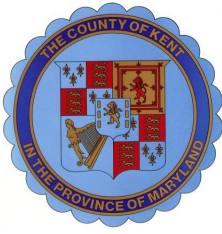
ATTACHMENTS:

Description

10-3-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
10/3/2023

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	9/30/2022
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,421,697</u>		<u>\$ 3,111,697</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 345,080</u>		<u>\$ 655,080</u>	



Contingency and Use of Fund Balance Report 10/17/2023 County Commissioners Meeting

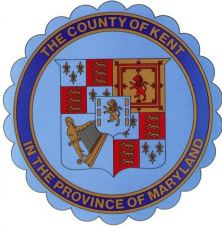
ATTACHMENTS:

Description

10-3-2023 Commissioner Report Contingency

**FY24 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
October 3, 2023**

[illegible]



Jim Miller, Director, Human Resources
10/17/2023
County Commissioners Meeting

Item Summary:

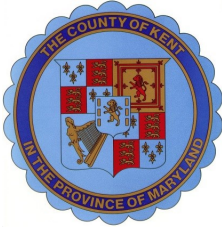
Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1)

To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description



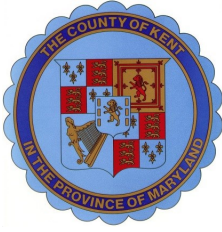
Jim Miller, Director, Human Resources
10/17/2023
County Commissioners Meeting

Item Summary:

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Jim Miller, Director, Human Resources
10/17/2023
County Commissioners Meeting

Item Summary:

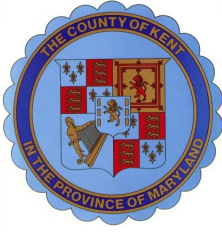
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ATTACHMENTS:

Description



Ronald Fithian, President
10/17/2023
County Commissioners Meeting

Item Summary:

Personnel

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