

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

July 23, 2024

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

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

Public Notices

Code Home Rule 5-2024 Pawnbrokers and Secondhand Dealers

Public Hearing Notice

Code Home Rule 6-2024 Clean Energy Program Loan Program

Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, July 16, 2024

#2 - Liquor Minutes, July 16, 2024

#3 - Dan Mattson, Director, Public Works

Water and Wastewater, Water - Sewer Allocation Request

#4 - Dennis Hickman, Sheriff, Kent County Sheriff's Office

Grant Award and Acceptance of the 2025 Body Armor Grant No. BARM-2025-0012

Public Hearing

Thomas N. Yeager, County Attorney

Talkie Communications, Inc., Franchise Agreement Public Hearing

Proclamations

Arvin Singh, Vice President, Strategic Planning & Communications, University of Maryland
Shore Regional Health

Kent County Stroke Smart

Jillyn Coleman, Director, Parks and Recreation

Designation of July as Parks and Recreation Month

Departmental Appointments

Roland Sheppard, Acting Director of Operations, and Steve Wallace, Captain, Kent County
Detention Center

FY2025 Performance Incentive Grant Fund and Opioid Restitution Grant Funds

Pete Landon, Director, Office of Emergency Services

Radio Equipment Upgrade for Backup 9-1-1 Center.

Pete Landon, Director Office of Emergency Services

Kent County 9-1-1 Center Phone Project Update

Human Resources Director

Jim Miller, Director, Human Resources
Grant Program Administrator Vacancy

Public Works Director

Dan Mattson, Director, Public Works
Roads Division - FY2025 Award of Asphalt Paving Contract
Dan Mattson, Director, Public Works
Roads Division - Authorize Purchase of Dump Truck

County Administrator

Shelly Neal-Edwards, Director, Kent County Department of Social Services
Social Services Advisory Board Recommendation
Chris Walmsley, Director of Office Administration, Kent County Public Library
Library Trustee Recommendation

County Administrator Report

Millington Wastewater Treatment Plant
Letters of Support Received

Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
FY2024 Quarterly Report
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Compliance Check Results, 21 or None Tobacco Campaign
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
Kent County Health Department Memorandum of Understanding

Documents for Signature

Bill Mackey, Director, Planning, Housing, and Zoning
2023 Agricultural Land Preservation Districts Finalization

Public Comment/Media Review

Procedures For Public Comment

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

(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.)



Code Home Rule 5-2024 Pawnbrokers and Secondhand Dealers 7/23/2024 County Commissioners Meeting

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

CHR Bill No. 5-2024 Pawnbrokers and Secondhand Dealers, Public Hearing Notice - Signed

CHR Bill No. 5-2024 Pawnbrokers and Secondhand Dealers DRAFT Legislation



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

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE
BILL NO. 5-2024

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

AN ACT concerning Chapter 120 Pawnbrokers and Secondhand Dealers of the Code of Public Local Laws of Kent County, Maryland. FOR the purpose of clarifying definitions to not include a firearm purchased or sold in a transaction regulated by a federal firearms license. BY repealing Chapter 120 Pawnbrokers and Secondhand Dealers and reenacting with amendments Chapter 120 Pawnbrokers and Secondhand Dealers, Section 120-2 Definitions.

A hearing will be held on July 30, 2024, at 6:00 p.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 Friday, July 26, 2024.

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 7/18/2024

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE
BILL NO. 5-2024

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

AN ACT concerning Chapter 120 Pawnbrokers and Secondhand Dealers of the Code of Public Local Laws of Kent County, Maryland.

FOR the purpose of clarifying definitions to not include a firearm purchased or sold in a transaction regulated by a federal firearms license.

BY repealing Chapter 120 Pawnbrokers and Secondhand Dealers and reenacting with amendments Chapter 120 Pawnbrokers and Secondhand Dealers, Section 120-2 Definitions herein.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, July 16, 2024, ordered posted and public hearing scheduled on July 30, 2024, at 6:00 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 made available to the public and the press, a public hearing was held on _____ 2024. Reported favorably [with] [without] amendments; read the second time and ordered to be considered on _____, 2024, a legislative session day.

A BILL ENTITLED CHR 5-2024 PAWNBROKERS AND SECONDHAND DEALERS

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 120, Section 120-2 Definitions, is hereby repealed and reenacted with amendments to exclude gun sales as follows:

Chapter 120

PAWNBROKERS AND SECONDHAND DEALERS

§ 120-1. Declaration of Legislative Intent.

It is the intent of this Chapter is to regulate the purchase, sale, record-keeping, and reporting of certain transactions involving used items of value within Kent County Maryland; to prevent the transfer of lost, stolen or other illegally obtained items not regulated under Article 12, Business Regulation Article, Annotated Code of Maryland; and to enhance the traceability and recovery of lost, stolen or illegally obtained items. Title 12 of the Business Regulation Article of the Annotated Code of Maryland generally regulates all transactions dealing with secondhand precious metal objects, coins, or numismatic items and this Chapter 120 is not intended to supersede same.

§ 120-2. Definitions.

As used in this Chapter, the following terms shall be defined as follows:

ANTIQUUE DEALER - A person whose primary retail trade is buying and selling objects made in, or typical of, an earlier period of time, that either have special value because of their age or are examples of works of art or handicrafts.

ITEM - Any piece or thing of tangible personal property including, but not limited to, a household appliance, personal computer, compact disc player, digital video disc player, power tool, camera, ~~firearm~~, radio, television set, video game system, video game accessory or component, stereo equipment, documents, drawings, paintings, or works of art, or any costume jewelry, **AND FIREARM. A FIREARM THAT IS PURCHASED OR SOLD IN A TRANSACTION THAT IS REGULATED BY A FEDERAL FIREARMS LICENSE IS NOT INCLUDED.**

PAWNBROKER - A person who engages in Pawnbroker Transactions.

PAWNBROKER OR SECONDHAND DEALER ESTABLISHMENT A place of business where pawnbroker transactions or secondhand dealer transactions occur. The terms “pawnbroker” or “secondhand dealer establishment” include either or both the individuals or persons operating the business and its fixed place of business, as applicable.

PAWNBROKER TRANSACTION

An act of, or engaging in the act of, lending money on the deposit or pledge of tangible personal property other than secondhand precious metal objects, coins, or numismatic items; or purchasing

tangible personal property, other than secondhand precious metal objects, coins, or numismatic items, on the condition of reselling the property to the seller at a stipulated price.

PERSON - An individual, corporation, partnership of any kind, business trust, limited liability company, or any other type of business entity legally recognized under the laws of the State of Maryland.

REGULATED BUSINESS - A pawnbroker, secondhand dealer, or other person engaging in any business, or conducting any business or transaction, described in this § 120-2.

A. Regulated Business does not include:

1. A charitable, religious, or nonprofit organization, if the exchange of items for consideration is incidental to the organization's primary activity;
2. An antique show, trade show, convention, or auction. In order to qualify under this exemption, the activity must be of no more than seven (7) days in duration at any individual location within Kent County within any twelve (12) month period;
3. An antique dealer.
4. A Scrap Metal Dealer
5. Automobile dealerships dealing in new or used automobiles, trucks, and other vehicles, and auto parts.
6. A used clothing mart or store.
7. Notwithstanding the foregoing, any of the persons described in items 3 through 6 hereof shall be considered a regulated business to the extent the person deals with items not falling within the definition of their respective businesses.

SCRAP METAL DEALER - A person meeting the definition of a “Junk Dealer” or “scrap metal processor” under § 17-1001 (f) 1 through 2 of the Business Regulation Article of the Annotated Code of Maryland.

SALE or PURCHASE – The acquisition or disposition of an item for consideration, whether cash, trade, other item, or anything of value.

SECONDHAND DEALER - A person that engages in secondhand dealer transactions.

SECONDHAND DEALER TRANSACTION - An act of, or engaging in the act of, purchasing items other than secondhand precious metal objects, coins, or numismatic items, and offering the tangible personal property to the public for sale, trade, barter, or other consideration.

SECTION 2. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this Act shall take effect on the ____day of ____, 2024.

Read Third Time _____, 2024

PASSED this __day of ____, 2024.

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 of 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.



Code Home Rule 6-2024 Clean Energy Program Loan Program 7/23/2024 County Commissioners Meeting

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

Code Home Rule Bill No. 6-2024 Public Hearing Notice - Signed

CHR Bill No. 6-2024 Clean Energy Loan Program DRAFT Legislation



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

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE BILL NO. 6-2024

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

AN ACT to amend Chapter 152 Taxation, Article VII Clean Energy Loan §§ 152- 30, 152-31, and 152-32 of the Code of Public Local Laws of Kent County, Maryland FOR THE PURPOSE of defining certain terms: establishing a Clean Energy Loan Program for commercial property owners; establishing the scope of and eligibility for the Clean Energy Loan Program; providing for qualifying criteria; establishing a calculation of the clean energy loan surcharge, providing for a recorded notice; providing for the collection of loan payments; establishing default procedures; providing for financing or refinancing of Qualifying Projects under the Clean Energy Loan Program; providing for the application of this Act; and generally related to the Clean Energy Loan Program and real property taxes as consistent with provisions and the authority of the Annotated State Code of Maryland, Local Government Article, §1-1102.

A hearing will be held on July 30, 2024, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. 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, July 26, 2024. 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 7/18/2024

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

**CODE HOME RULE
BILL NO. 6-2024**

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

AN ACT to amend Chapter 152 Taxation Article VII Clean Energy Loan Program, §§ 152- 30, 152-31, and 152-32 of the Code of Public Local Laws of Kent County, Maryland FOR THE PURPOSE of defining certain terms: establishing a Clean Energy Loan Program for commercial property owners; establishing the scope of and eligibility for the Clean Energy Loan Program; providing for qualifying criteria; establishing a calculation of the clean energy loan surcharge, providing for a recorded notice; providing for the collection of loan payments; establishing default procedures; providing for financing or refinancing of Qualifying Projects under the Clean Energy Loan Program; providing for the application of this Act; and generally related to the Clean Energy Loan Program and real property taxes as consistent with provisions and the authority of the Annotated State Code of Maryland, Local Government Article, §1-1102.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read first time, July 16, 2024, ordered posted and public hearing scheduled on July 30, 2024, at 6:00 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 July 30, 2024. Reported favorably [with][without] amendments; read a second time and ordered to be considered on August 6, 2024, a legislative session day.

A BILL ENTITLED CHR 6-2024 CLEAN ENERGY LOAN PROGRAM

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, that Chapter 152, Article VII, is hereby amended as follows:

ARTICLE VII CLEAN ENERGY LOAN PROGRAM

§152-30. Clean Energy Loan Program.

(A) Definitions. In this ~~subsection~~ **SUBTITLE**, the following words have the meanings indicated:

- (1) **"ACT" MEANS §§1-1101 ET. SEQ. OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED STATE CODE OF MARYLAND.**
- (2) "Clean Energy Financing Agreement" means an agreement between a property owner and a Clean Energy Lender providing for the terms and conditions of a Clean Energy Loan.
- (3) "Clean Energy Lender" means ~~a private lender providing a clean energy loan.~~ **A CAPITAL PROVIDER THAT PROVIDES LOANS TO PROPERTY OWNERS TO FINANCE QUALIFYING PROJECTS, APPROVED BY MARYLAND CLEAN ENERGY CENTER, AND SUCH CAPITAL PROVIDER'S SUCCESSORS, TRANSFERREES, AND ASSIGNEES.**
- (4) "Clean Energy Loan" means any loan made by a **CLEAN ENERGY** ~~private~~ Lender to a property owner under the Clean Energy Loan Program.
- (5) "Clean Energy Loan Obligation" means all indebtedness and obligations of a property owner to a Clean Energy Lender under a Clean Energy Financing Agreement.
- (6) "Clean Energy Loan Program Administrator" means any person or entity selected by the County to manage the Clean Energy Loan Program.
- (7) "Commercial Property" ~~has the meaning stated in the Local Government Article, §§~~

~~1-1101 et. seq., of the State Code.~~ **THIS MEANS ANY REAL PROPERTY AS DEFINED IN THE ACT, INCLUDING RESIDENTIAL DWELLINGS CONTAINING MORE THAN FOUR SINGLE-DWELLING UNITS.**

- (8) "Property Owner" means ~~an~~ **THE** owner of **QUALIFIED** commercial property. ~~as defined in this subsection.~~
- (9) **"LOCAL GOVERNMENT ARTICLE" MEANS THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS IT MAY BE AMENDED.**
- (10) **"QUALIFYING PROJECTS" MEANS PROJECTS AS DEFINED IN THE ORDINANCE FOR KENT COUNTY.**
- (11) **"SURCHARGE" MEANS THE ASSESSMENT LEVIED BY THE COUNTY ON A PROPERTY OWNER'S PROPERTY TAX BILL TO COLLECT CLEAN ENERGY LOAN PROGRAM PAYMENTS OWED TO A CLEAN ENERGY LENDER BY THE PROPERTY OWNER AND COSTS OF ADMINISTERING THE CLEAN ENERGY LOAN PROGRAM IN ACCORDANCE WITH THE ACT AND AS AUTHORIZED BY THE COUNTY LEGISLATION.**
- (12) **"SURCHARGE LIEN" MEANS THE LIEN AUTOMATICALLY ESTABLISHED UPON THE COUNTY'S LEVY OF THE SURCHARGE ON THE PROPERTY TAX BILL.**
- (B) Program. There is a Clean Energy Loan Program to finance ~~energy efficiency projects and renewable energy projects with an electric generating capacity of not more than 100 kilowatts.~~ **QUALIFYING PROJECTS AS PROVIDED IN THE ACT.**
- (C) Rules and Regulations. The Director of Finance may adopt rules and regulations to administer the Clean Energy Loan Program consistent with this subtitle.
- (D) Program Administrator. The County Commissioners of Kent County may enter into an agreement with a private entity **OR STATE INSTRUMENTALITY** to administer the Clean Energy Loan Program.
- (E) Scope. Commercial property owners are eligible to participate in the Clean Energy Loan Program for non-accelerating loans greater than \$25,000.
- (F) Eligibility. In order to be eligible for a Clean Energy Loan, the property owner shall:
- (1) Have a 100% ownership interest in the property located in Kent County for which ~~improvements~~ **PROJECTS** are ~~being made;~~ **PROPOSED.**
 - (2) Demonstrate that the most recent property taxes, assessments, and charges on the property

have been paid;

- (3) Provide a copy of written notice to all current holders of a mortgage or deed of trust who have a priority recorded lien on the property and written proof of express consent to the Clean Energy Loan as a priority lien by all current holders of a mortgage or deed of trust on the property **THAT IS TO BE FINANCED UNDER THE CLEAN ENERGY LOAN PROGRAM**; and
 - (4) Establish that the owner of the commercial property is able to repay the loan provided under the Clean Energy Loan Program, in a manner substantially similar to that required for a mortgage loan under §§ 12-127, 12-311, 12-409.1, 12- 925, and 12-1029 of the Commercial Law Article of the **ANNOTATED State Code OF MARYLAND**.
- (G) Qualifying Improvements. The following improvements, either new or replacement, qualify as energy efficiency or renewable energy projects under the Clean Energy Loan Program:
- (1) ~~solar energy equipment~~; **ENERGY AND WATER EFFICIENCY PROJECTS**;
 - (2) **RENEWABLE ENERGY PROJECTS INCLUDING BUT NOT LIMITED TO SOLAR ENERGY EQUIPMENT**, geothermal energy devices, **AND WIND ENERGY SYSTEMS**;
 - (3) ~~wind energy systems~~; **ENVIRONMENTAL REMEDIATION PROJECTS, WHICH MEANS A PROJECT INTENDED TO REMOVE ENVIRONMENTAL OR HEALTH HAZARDS, AND INCLUDING PROJECTS THAT PROMOTE INDOOR AIR AND WATER QUALITY, ASBESTOS REMEDIATION, LEAD PAINT REMOVAL, AND MOLD REMEDIATION**;
 - (4) ~~water conservation devices not required by law~~; **RESILIENCY PROJECTS, WHICH MEANS A PROJECT INTENDED TO INCREASE THE CAPACITY OF A PROPERTY TO WITHSTAND NATURAL DISASTERS AND THE EFFECTS OF CLIMATE CHANGE, INCLUDING FLOOD MITIGATION, STORMWATER MANAGEMENT, A PROJECT TO INCREASE FIRE OR WIND RESISTANCE, A PROJECT TO INCREASE THE CAPACITY OF A NATURAL SYSTEM, AN INUNDATION ADAPTATION PROJECT, ALTERNATIVE VEHICLE CHARGING INFRASTRUCTURE, AND ENERGY STORAGE; AND**
 - (5) ~~Any construction, renovation or retrofitting of commercial property to reduce energy consumption, including, high efficiency lighting and building systems, heating ventilation air conditioning (hvac) upgrades, high efficiency boilers and furnaces, high efficiency hot water heating systems, combustion and burner upgrades, fuel switching, heat recovery and steam traps, building shell or envelope improvements, fenestration improvements, building energy management systems, and process equipment upgrades; and~~
 - (6 5) Any other ~~improvement~~ **PROJECT** approved by the County or the Clean Energy Loan Program Administrator as qualifying ~~as an energy efficiency project or renew able energy~~

~~project.~~ **CONSISTENT WITH THE ACT.**

- (H) Qualifying Costs. A Clean Energy Loan may be used to pay for all costs incurred by a property owner in connection with the qualifying improvements, including, **BUT NOT LIMITED TO**, the cost of the energy audit; feasibility studies and reports; project management, design, installation, and construction of the qualifying ~~improvements~~ **PROJECTS**; commissioning; energy savings or performance guaranty or insurance; building accreditation; closing costs of the Clean Energy Loan; permitting fees; administrative fees; **AND** post-install evaluation, measurement ~~&~~ **AND** verification; ~~and~~; ~~building accreditation.~~

§152-31. Real Property Tax Surcharge.

- (A) Repayment of Loans. A property owner participating in the Clean Energy Loan Program shall repay the Clean Energy Loan through a surcharge on their real property tax bill. Upon receipt of written notice from the Clean Energy Loan Program Administrator of the execution of a Clean Energy Loan Financing Agreement, the County shall, within sixty (60) days from the date of the Clean Energy Loan Financing Agreement, add the surcharge to the tax property bill. The surcharge shall constitute a first lien on the property from the date it becomes payable until the unpaid surcharge and interest and penalties on the surcharge are paid in full, regardless of a change in ownership, whether voluntary or involuntary. A person or entity that acquires property subject to a surcharge assumes the obligation to pay such surcharge. The County may assign the surcharge lien to the Clean Energy Loan Program Administrator.
- (B) Calculation. The surcharge for a Clean Energy Loan shall include the Clean Energy Loan Obligation and any administrative costs incurred by the County which shall be the actual expenses incurred to administer the program.
- (C) Notice of Levy and Lien of Surcharge. Upon receiving written notice from the Clean Energy Loan Program Administrator of the execution of a Clean Energy Loan Financing Agreement, **THE PROPERTY OWNER SHALL EXECUTE AN AGREEMENT WITH THE COUNTY AND THE CLEAN ENERGY LENDER THAT WILL BE RECORDED IN THE LAND RECORDS OF KENT COUNTY.** Kent County shall promptly file the notice of levy and lien of surcharge in the Land Records, thereby providing notice to third parties. Such notice shall contain:
- (1) The date the Clean Energy Loan was made to the property owner and the property became subject to the surcharge;
 - (2) The term of the Clean Energy Loan and over which the surcharge will apply to the property;
 - (3) The Clean Energy Loan Obligation and estimated County administrative costs for the

first year;

- (4) The annual principal and interest amount for each year of the term of the Clean Energy Loan, including any partial year prorated amounts;
 - (5) Prepayment requirements and any prepayment premium that may apply to a prepayable Clean Energy Loan;
 - (6) Notice that the Clean Energy Loan Obligation and the County's administrative costs will be repaid through a surcharge included on the **PROPERTY** owner's real property tax bill due and payable on the same date as the real property tax bill;
 - (7) Notice that an unpaid Clean Energy Loan surcharge constitutes a first lien on the property that has priority over prior or subsequent liens in favor of private parties and that the surcharge will continue as a lien on the property from the date it becomes payable until the unpaid surcharge and interest and penalties on the surcharge are paid in full, regardless of a change in ownership of the property, whether voluntary or involuntary; and
 - (8) Notice that if payments of surcharges are not timely paid, the surcharge will be collectible as a tax lien through the tax sale process authorized under Tax-Property Article, Title 14, Subtitle 8 of the **ANNOTATED State Code OF MARYLAND** and in accordance with **THE CODE OF PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND** §152-4 and that an overdue surcharge will be so collected, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing.
- (D) Default. In the event of default on the Clean Energy Loan surcharge, the County shall be required to collect the lien pursuant to **THE CODE OF PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND** §152-4, irrespective of whether property taxes (or any other taxes, charges, or assessments) are due and owing. The County shall not incur any liability to the Clean Energy Lender or others in the event of default.
- (E) Payment to Clean Energy Lender. The County shall have no ownership of the surcharges collected except for administrative costs provided under this subtitle. The Controller shall pay all surcharge payments in any calendar month to the applicable Clean Energy Lender or the Clean Energy Loan Program Administrator within **THIRTY (30)** days after the end of the month in which such amounts are collected. The County shall have no obligation to make payments to any Clean Energy Lender with respect to any Clean Energy Loan Obligation other than that portion of surcharge actually collected from a property owner for the repayment of a Clean Energy Loan. Payments received from a property owner shall be credited first to all County taxes, assessments, and charges.

§152-32. Financing.

- (A) **CLEAN ENERGY LENDERS, TERMS.** Clean Energy Loans may be provided by any private lender and a Clean Energy Financing Agreement may contain any terms agreed to by the Clean Energy Lender and the property owner, as permitted by law, for the financing of Clean Energy Loans. The County may not finance or fund any loan under the program, shall serve only as a program sponsor to facilitate loan repayment by including the surcharge on the County real property tax bill for the property, and shall incur no liability for the loan. **THE CLEAN ENERGY LOAN MUST BE REPAID OVER A TERM NOT TO EXCEED THE USEFUL LIFE OF THE PROJECT AS DETERMINED BY THE CLEAN ENERGY LOAN PROGRAM.**
- (B) **COUNTY ROLE. THE COUNTY'S ROLE IN THE CLEAN ENERGY LOAN PROGRAM IS LIMITED TO SPONSORING THE PROGRAM AND COLLECTING AND FORWARDING THE SURCHARGES IMPOSED UNDER THE PROGRAM. THE COUNTY MAY NOT PROVIDE CLEAN ENERGY LOANS OR OTHER FINANCING IN CONNECTION WITH THE CLEAN ENERGY LOAN PROGRAM.**

SECTION 2. **BE IT FURTHER ENACTED**, that Maryland Clean Energy Center and its designee are hereby authorized and directed to serve as the Clean Energy Loan Program Administrator under the terms of a separate agreement.

SECTION 3. **BE IT FURTHER ENACTED**, That this Act shall apply to any commercial property for which a Clean Energy Loan was financed on or after October 20, 2016.

SECTION 4. **BE IT FURTHER ENACTED** by the County Commissioners of Kent County that this

Act shall take effect on the _____ day of _____, 2024.

Read Third Time _____

PASSED this _____ day of _____, 2024.

Failed of Passage _____

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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, July 16, 2024
7/23/2024
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, July 16, 2024
7/23/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



#3 - Dan Mattson, Director, Public Works
7/23/2024
County Commissioners Meeting

Item Summary:

Water and Wastewater, Water - Sewer Allocation Request

ATTACHMENTS:

Description

Request for Allocation

Please submit application either by mail or in person to office, or by email to watergenmb@kentgov.org
Submitting this form will generate a purchase of an allocation (if available) and you will be invoiced for the full amount due.

KENT COUNTY DIVISION OF WATER AND WASTEWATER ALLOCATION APPLICATION

APPLICANT INFORMATION

Name: **Michael Dhillon**

Mailing address: **606 west chesapeake beach rd**

City: **owings**

State: **MD**

ZIP Code: **20736**

Phone: **(443) 454-6464**

Cell Phone:

Email: **dhillonmike@gmail.com**

ALLOCATION REQUEST INFORMATION

Property Address: **Pine Lane**

Tax ID# **05-024056**

Tax Map: **0051**

Parcel: **0345**

Lot:

Allocation Type & Number of
allocations requested

Water:

Sewer: **1**

PROJECT INFORMATION

Type of Project *Select One:*

☒ Single Family

☐ Apartment or Duplex: _____ sq. ft.

☐ Commercial

☐ Residential sub-division

☐ Commercial sub-division

SIGNATURE

Signature of applicant:



Date: **7-10-24**

FOR OFFICE USE ONLY

APPROVAL

Kent County Commissioners Approval Date:

DWWS Signature:

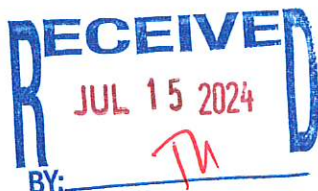
Date:

PAYMENT INFORMATION

Check #:

Date Paid:

Amount:





#4 - Dennis Hickman, Sheriff, Kent County Sheriff's Office
7/23/2024
County Commissioners Meeting

Item Summary:

Grant Award and Acceptance of the 2025 Body Armor Grant No. BARM-2025-0012

ATTACHMENTS:

Description

07.23.24 GOCCP Award and Acceptance Form, Grant Award No. BARM-2025-0012 Body Armor for Law Enforcement , Sheriff's Office
BARM-2025-0012

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 09, 2024

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

RE: BARM-2025-0012

Dear President Fithian:

I am pleased to inform you that your grant application submitted by **Kent County Board of County Commissioners**, entitled "**Body Armor**," in the amount of \$3,627.00 has received approval under the Body Armor for Local Law Enforcement program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Kent County Sheriff's Office Body Armor Program protects the lives of its Deputies who work towards crime prevention efforts, including objectives of disrupting and dismantling criminal organizations involved in guns, gangs, drugs, and human trafficking. The program funds protective body armor and stab resistant vests for our Deputies and replaces protective body armor if testing or age indicates a need for replacement.

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Dorothy Lennig, Esq.
Executive Director

cc: Sheriff Dennis Hickman



7/9/2024

Governor's Office of Crime Prevention and Policy



Control Number:

48957

Regional Monitor:

Edwards, Kyah

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number: BARM-2025-0012

Sub-recipient: Kent County Board of County Commissioners

Project Title: Body Armor

Implementing Agency: Kent County Sheriff's Office

Award Period: 07/01/2024 - 06/30/2025

CFDA: State General Fund

Funding Summary	Grant Funds	50.0 %	\$3,627.00
	Cash Match	50.0 %	\$3,627.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$7,254.00

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

Body Armor for Local Law Enforcement

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

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

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

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Ronald H. Fithian, President

Typed Name And Title

07-23-24

Date

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

A0102

RHF



Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedoj/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

RHF



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.

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Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

12 Personnel Costs

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

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

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCCP written approval will be disallowed.

14 Procurement

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

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

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

17 Supplanting

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



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number: BARM-2025-0012	Sub-Recipient: Kent County Board of County Commissioners
Award Period: 07/01/2024 - 06/30/2025	Implementing Agency: Kent County Sheriff's Office
Project Title: Body Armor	

18 Budgeted Match Above Standard Requirements

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

19 Expended Grant Funds During Award Period

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

RHF



Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

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

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccp_gms.daemon@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.

RHF



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

21 Authorized Official/Alternate Authorized Official

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

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

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

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

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

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

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

23 Reproduction and Sharing of Subaward and Project Materials

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

24 Privacy and Confidentiality of Client Records

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

RHF



Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

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

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

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

07/01 - 09/30: reports due 10/15

10/01 - 12/31: reports due 01/15

01/01 - 03/31: reports due 04/15

04/01 - 06/30: reports due 07/15

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

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

07/01 - 09/30: reports due 10/30

10/01 - 12/31: reports due 01/30

01/01 - 03/31: reports due 04/30

04/01 - 06/30: reports due 07/30

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



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

27 Submission of Revised Financial Report

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

28 Failure to Submit Reports Within Allotted Time Frames

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

29 Holding Funds

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

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.

RHF



Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

32 Termination of Subaward

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

33 Civil Rights Discrimination

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

Also, refer to the non-discrimination and General Condition #34 below.

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

For regulations pertaining to civil rights, visit

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>

RHF



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

34 Civil Rights Federal Reporting Requirements

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

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

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

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

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

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.

RHF



Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

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

41 No distracted Driving While Performing Program Duties

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

42 Services to those with Limited English Proficiency

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

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

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCOPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCOPYVS. Specific concerns for the Executive Director must be emailed to GOCPPgrants.Admin@maryland.gov.

RHF



Regional Monitor:
Fiscal Specialist:

Edwards, Kyah
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - Special Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

1 General Conditions

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

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

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

- 3 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPPYVS) may not make any grant funds available to that law enforcement agency.

- 4 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

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

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

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

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

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

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

RHF

- 6 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 7 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.
- 8 BARM/BPVP funded subrecipients are required to complete the BARM/BPVP Property Inventory Report Form (PIRF), not the Standard Property Inventory Report Form. The form is included in the Project Director's award package. A PIRF is required for all quarterly reimbursements when funds are requested.

An example of a formulated fillable form, can be found on the Office website located here:
<http://goccp.maryland.gov/grants/tips-and-guidance/property-inventory-report-form/>.

- 9 Sub-recipient must provide detailed information on the selected vendor, when the vests will be ordered, and when delivery is expected, within 30 calendar days of acceptance of the grant award.
- 10 The 50% cash match must reflect for every vest that is purchased with grant funds.

RHF



Regional Monitor:
Fiscal Specialist:

Edwards, Kyah
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	BARM-2025-0012	
Sub-recipient:	Kent County Board of County Commissioners	
Project Title:	Body Armor	
Implementing Agency:	Kent County Sheriff's Office	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

Funding Summary	Grant Funds	50.0 %	\$3,627.00
	Cash Match	50.0 %	\$3,627.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$7,254.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Body Armor (4)	Cash Match	4	\$725.00	\$2,900.00
Body Armor (4)	Grant Funds	4	\$725.00	\$2,900.00
Carrier	Cash Match	4	\$181.75	\$727.00
Carrier	Grant Funds	4	\$181.75	\$727.00

Equipment Total: \$7,254.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/8/2024

RHF



Governor's Office of Crime Prevention and Policy

Programmatic Reporting



Control Number:

48957

Regional Monitor:

Edwards, Kyah

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

Grant Award Number: BARM-2025-0012

Sub-recipient: Kent County Board of County Commissioners

Project Title: Body Armor

Implementing Agency: Kent County Sheriff's Office

Award Period: 07/01/2024 - 06/30/2025

CFDA: State General Fund

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

Performance Measures (5)

1	Number of officers are currently employed with your agency?	
2	Number of officers currently without Protective Body Armor or Stab Resistant Vests.	
3	Number of officers currently wearing Protective Body Armor or Stab Resistant Vests that is five years old or older.	
4	Number of vests that still need to be procured to ensure officer safety.	
5	Number of Protective Body Armor or Stab Resistant Vests purchased with these funds.	

Progress Report Questions (9)

1	Provide name of the vendor and advise if there have been any problems or delays from the time the vest(s) were ordered to the time the vest(s) were received to your agency. Did the vendor confirm that the manufacture of the vest(s) is NIJ approved? In addition, did the price of the vest(s) change during the life of the award?
2	Did your agency experience any problems or delays from the time equipment was ordered to the time it was received?
3	Provide a brief narrative assessment of the project's effectiveness thus far. This should include qualitative and quantitative evidence, including performance metrics (outputs and outcomes) and impacts, as identified in the project application to highlight factors considered to have facilitated or impaired the project's effectiveness.
4	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.
5	Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention and Policy (GOCPP).
6	If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.

RHF

7	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
8	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
9	Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.

Signed: _____ Date: _____

Project Director - Hickman, Dennis

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

Printed Name: _____ Phone: _____

RH

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 09, 2024

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

RE: BARM-2025-0012

Dear President Fithian:

I am pleased to inform you that your grant application submitted by **Kent County Board of County Commissioners**, entitled "**Body Armor**," in the amount of \$3,627.00 has received approval under the Body Armor for Local Law Enforcement program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Kent County Sheriff's Office Body Armor Program protects the lives of its Deputies who work towards crime prevention efforts, including objectives of disrupting and dismantling criminal organizations involved in guns, gangs, drugs, and human trafficking. The program funds protective body armor and stab resistant vests for our Deputies and replaces protective body armor if testing or age indicates a need for replacement.

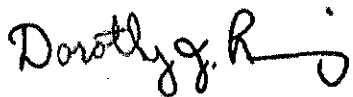
Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov.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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large initial "D" and a stylized "L".

Dorothy Lennig, Esq.
Executive Director

cc: Sheriff Dennis Hickman



7/9/2024

Governor's Office of Crime Prevention and Policy



Control Number:

48957

Regional Monitor:

Edwards, Kyah

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number:	BARM-2025-0012	
Sub-recipient:	Kent County Board of County Commissioners	
Project Title:	Body Armor	
Implementing Agency:	Kent County Sheriff's Office	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

Funding Summary	Grant Funds	50.0 %	\$3,627.00
	Cash Match	50.0 %	\$3,627.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$7,254.00

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

Body Armor for Local Law Enforcement

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

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

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

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

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

A0102



Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

1 General and Special Conditions (Post Award Instructions)

General Conditions and Special Conditions in this subaward package are the Maryland Governor's Office of Crime Prevention and Policy's (Office) Post Award instructions and procedures for managing and monitoring grants, irrelevant of the funding source. This subaward is subject to the General Conditions (<https://www.goccp.maryland.gov/grants/general-conditions.php>) posted on the website, and additional Special Conditions as accepted by the Applicant Agency's (Subrecipient) Authorized Official, Project Director, and Fiscal Officer. Also, refer to General Condition #21 below.

See additional guidance posted on the Office website such as the specific Grant Program Notice of Funding Availability (NOFA) and the GMS Application Instructions <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to applicable State of Maryland (COMAR) and Federal Regulations (2 CFR) and requirements for the relative funding source. For updates to the Code of Federal Regulations (CFR) visit <https://www.ecfr.gov/>. The Office retains the right to add Special Conditions, if and when needed, during the subaward period of performance. Refer to the grant award letter in the electronic Grants Management System (GMS).

3 Federal Financial Guide

In addition to the post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice, Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The DOJ financial guide may be accessed at the following web URL: <https://www.ojp.gov/funding/financialguidedoj/overview>.

4 Award Period of Performance

Approved by the Office of the submitted application, the subaward that it has generated is for the time period stated in the subaward package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year-to-date expenses must be provided within 60 calendar days. Also, refer to the General Condition #32 below.

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload signed documents to the GMS. Late submission will be accepted on a case-by-case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, de-obligation of funds and/or termination of the subaward. Acceptance of this subaward constitutes a commitment.

The Grant Award and Acceptance Form containing the original signature of the Executive Director of the Office must be signed by the Authorized Official (electronic signature is acceptable) noted on the submitted application. This signed document must be uploaded within 21 CALENDAR DAYS of receipt of the award package. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

6 Special Conditions

It is important that the subrecipient review all Special Conditions attached to this subaward. The Authorized Official must initial each Special Condition page at the bottom right-hand corner. The initialed Special Condition pages must be uploaded to the GMS within 21 CALENDAR DAYS of receipt of the award package.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form/Delay Form must be initialed in the Award Information Verification Section, AND signed at the bottom preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded within 30 CALENDAR DAYS of the receipt of the award package. The subrecipient's progress report modules will not be accessible until the signed Award Acceptance, initialed Special Condition and Project Commencement documents are submitted in the GMS. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, subrecipients may submit a Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire (<https://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Effective SFY 25, this completed questionnaire must be available in the GMS. The Applicant agency must upload all supporting documents to the GMS before the award is accepted by the Authorized Official. See Section L. of the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's GMS Training Videos, which can be accessed at: <https://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance on the application, submission of modifications (GAN), and progress reports within the period of performance. Subrecipients who require technical assistance relative to the online GMS during business hours may contact the Office IT Staff at support@goccp.freshdesk.com.

10 Post-award Required Documentation and Grant Adjustment Notification (GAN)

Post-award, finalized contracts must be uploaded into the GMS, and approved by the Office before any reimbursement for the related expense is requested.

Conference and training logistics must be provided when information becomes available for review and approval by the Office. Provide the dates, times, and locations of each conference or training 30 days in advance. Please submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification. Also, see other post-award guidance available in the GMS Application Instructions: <https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in subaward packets. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to the Program Manager for the applicable funding source in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office. Also, refer to the General Condition #12 below.



Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

12 Personnel Costs

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

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

13 Consultant Rates

The requirements related to consultant rates apply to all Office awards whether funded by State or federal funds. The maximum allowable compensation rate for consultant services is \$81.25 per hour or \$650 per day. Rates above this threshold will be considered on a case-by-case basis and require prior approval. Additional information and the required procedures for requesting prior approval are found at <https://goccp.maryland.gov/preauth-for-consultant-fees/>. Please note that charges at a rate above the established maximum rate that are incurred prior to the issuance of a GOCPP written approval will be disallowed.

14 Procurement

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

15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients must clearly state that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds. For example, "The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-2009-9000."

16 Property Inventory Report Form

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

17 Supplanting

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



GOCCP Regional Monitor:

Edwards, Kyah

GOCCP Fiscal Specialist:

Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

18 Budgeted Match Above Standard Requirements

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

19 Expended Grant Funds During Award Period

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



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

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Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

20 Modifications to Subaward and Grant Adjustment Notices (GAN) Submission

Depending on the modifications requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time. Subrecipient must act as soon as possible to submit a GAN electronically in the GMS to minimize after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Office staff.

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

There are two types of GANs as follows:

1. General GAN - A General GAN must be submitted to make any type of non-budgetary change to a grant to include, but not limited to, project scope, changes to the performance period, and designated roles identified in the FACE SHEET of the GMS.

Transfer or addition of professional/consultant services must be included in this GAN. Other key personnel/staff changes should be emailed to the grant manager. All documentation submitted to the Office is subject to the Public Information Act (PIA). Alterations to the goals, activities and/or outcomes as applicable must be outlined in this GAN. Subrecipients must also submit an associated Budget GAN separately if significant budget changes are required to accomplish tasks.

2. Budget GAN - A Budget GAN must be submitted to make any changes to budget line items within the budget to include, but not limited to, reallocating funding, adding budget line items, de-obligating funds, and requesting additional funding. Justification must be sufficient and must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested.

GAN Approval Timeline: The subrecipient should submit a GAN electronically in the GMS as soon as possible. Requests for changes or modifications must be submitted at least 30 calendar days prior to the end of the award period, allowing the Office sufficient time to review and approve the GAN. This approval will be communicated via an automated email (goccp@maryland.gov) from the GMS. The activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. These changes may not be requested via telephone, fax, or email.

Administrative GAN Exceptions: Exceptions for GAN requests within 30 days of the end of the award period will be considered on a case-by-case basis, for extenuating circumstances, as determined by Office staff only. A request for an exception and consideration of an Office administrative GAN must be emailed to the Program Manager with sufficient justification. Sufficient justification must include a detailed description of each line item requesting a change, both the reasoning for the savings/unused line items and the need/justification for each increased or new item requested. The subrecipient must submit revised progress, performance measures, and financial reports.



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Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

21 Authorized Official/Alternate Authorized Official

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

If there is a change of the person in the Authorized Official position (<https://goccp.maryland.gov/grants/changing-authorized-official/>), a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

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

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

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

22 Issuance of Statements, Press Releases, or Other Documents - GOCPP role

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

23 Reproduction and Sharing of Subaward and Project Materials

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

24 Privacy and Confidentiality of Client Records

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



Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

25 Use of GOCPP Forms

All required Office forms must be generated electronically in the GMS. Only application and/or reports that are submitted electronically in the GMS will be reviewed and considered.

26 Online Submission of Quarterly Report Forms in line with Project Scope

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

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

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

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

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

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

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

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



GOCCP Regional Monitor:

Edwards, Kyah

GOCCP Fiscal Specialist:

Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

27 Submission of Revised Financial Report

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

28 Failure to Submit Reports Within Allotted Time Frames

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

29 Holding Funds

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

30 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly and/or monthly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Also, refer to the General Condition #31 below.

31 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 5 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Also, refer to the General Condition #30 above.



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Grant Award - General Conditions

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Project Title:	Body Armor		

32 Termination of Subaward

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

33 Civil Rights Discrimination

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

Also, refer to the non-discrimination and General Condition #34 below.

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

For regulations pertaining to civil rights, visit

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf>



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Edwards, Kyah
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Governor's Office of Crime Prevention and Policy

Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

34 Civil Rights Federal Reporting Requirements

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

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

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

Once registered, the EEOP Utilization Report tool will give step-by-step guidance for preparing and submitting applicant agency's EEO Utilization Report and/or certification form.

Upon submission/completion of the report, forward the confirmation email to the Program manager and include a cc: dlcivilrightscompliance_goccp@maryland.gov In the forwarded email, include in the subject line: Civil Rights/EEOP reporting and the subaward number so the Office can update the organization's information.

35 Proof of Applicable Audit Regulations - On Site

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

36 Single Audit Requirement

If the subrecipient spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Provide a copy of the Single Audit Report and audited financial statements so that we may issue a management decision letter for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521. Also see SOCQ required documentation as noted in the GMS Application Instructions. <https://goccp.maryland.gov/certification-of-applicable-financial-reporting-requirements-form>.

37 Reporting Fraud, Waste and Abuse

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. Also, refer to <https://www.ola.state.md.us/fraud/ola-fraud-hotline>

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events with federal funds. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under the organization's travel policy.



Grant Award - General Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

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

41 No distracted Driving While Performing Program Duties

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

42 Services to those with Limited English Proficiency

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

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

43 Drug-Free Workplace Requirements

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy (<https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdf>). The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83 (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title28-vol2/pdf/CFR-2010-title28-vol2-part83.pdf>).

44 Office Name Change Effective 1.18.2024

Any reference to the Governor's Office of Crime Prevention, Youth and Victim Services (GOCPYVS or GOCCP) should now be referenced as the Governor's Office of Crime Prevention and Policy (GOCPP/Office) per Executive Order 01.01.2024.05. This change does not invalidate previous, current, or future agreements or documents referencing the agency as GOCPYVS. Specific concerns for the Executive Director must be emailed to GOCPPgrants.Admin@maryland.gov.



Grant Award - Special Conditions

Grant Award Number:	BARM-2025-0012	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	07/01/2024 - 06/30/2025	Implementing Agency:	Kent County Sheriff's Office
Project Title:	Body Armor		

1 General Conditions

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

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

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

- 3 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPPYVS) may not make any grant funds available to that law enforcement agency.

- 4 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

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

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

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

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

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

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

- 6 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.
- 7 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.
- 8 BARM/BPVP funded subrecipients are required to complete the BARM/BPVP Property Inventory Report Form (PIRF), not the Standard Property Inventory Report Form. The form is included in the Project Director's award package. A PIRF is required for all quarterly reimbursements when funds are requested.

An example of a formulated fillable form, can be found on the Office website located here:
<http://goccp.maryland.gov/grants/tips-and-guidance/property-inventory-report-form/>.

- 9 Sub-recipient must provide detailed information on the selected vendor, when the vests will be ordered, and when delivery is expected, within 30 calendar days of acceptance of the grant award.
- 10 The 50% cash match must reflect for every vest that is purchased with grant funds.



Regional Monitor:
Fiscal Specialist:

Edwards, Kyah
Thomas, Courtney

Governor's Office of Crime Prevention and Policy

Budget Notice

Grant Award Number:	BARM-2025-0012	
Sub-recipient:	Kent County Board of County Commissioners	
Project Title:	Body Armor	
Implementing Agency:	Kent County Sheriff's Office	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

Funding Summary	Grant Funds	50.0 %	\$3,627.00
	Cash Match	50.0 %	\$3,627.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$7,254.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Body Armor (4)	Cash Match	4	\$725.00	\$2,900.00
Body Armor (4)	Grant Funds	4	\$725.00	\$2,900.00
Carrier	Cash Match	4	\$181.75	\$727.00
Carrier	Grant Funds	4	\$181.75	\$727.00

Equipment Total: \$7,254.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/8/2024

**Programmatic Reporting**

Grant Award Number:	BARM-2025-0012	
Sub-recipient:	Kent County Board of County Commissioners	
Project Title:	Body Armor	
Implementing Agency:	Kent County Sheriff's Office	
Award Period:	07/01/2024 - 06/30/2025	CFDA: State General Fund

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

Performance Measures (5)

1	Number of officers are currently employed with your agency?	
2	Number of officers currently without Protective Body Armor or Stab Resistant Vests.	
3	Number of officers currently wearing Protective Body Armor or Stab Resistant Vests that is five years old or older.	
4	Number of vests that still need to be procured to ensure officer safety.	
5	Number of Protective Body Armor or Stab Resistant Vests purchased with these funds.	

Progress Report Questions (9)

1	Provide name of the vendor and advise if there have been any problems or delays from the time the vest(s) were ordered to the time the vest(s) were received to your agency. Did the vendor confirm that the manufacture of the vest(s) is NIJ approved? In addition, did the price of the vest(s) change during the life of the award?
2	Did your agency experience any problems or delays from the time equipment was ordered to the time it was received?
3	Provide a brief narrative assessment of the project's effectiveness thus far. This should include qualitative and quantitative evidence, including performance metrics (outputs and outcomes) and impacts, as identified in the project application to highlight factors considered to have facilitated or impaired the project's effectiveness.
4	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this project.
5	Please list any success and/or best practices developed through this program funded by the Governor's Office of Crime Prevention and Policy (GOCPP).
6	If no funds or minimal funds (less than 25%) were expended during this quarter, provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.

7	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
8	Please explain the activities that have been planned for the upcoming quarter, include dates and a brief summary of each activity.
9	Only required to be completed in the Final Quarter of your Project: Do you have any noteworthy accomplishments, success stories, or program results that was completed during this project? List out all accomplishments, successes, and/or best practices developed through this grant-funded project. Have all intended activities been completed for this project? Please note any delays in project completions.

Signed: _____ **Date:** _____

Project Director - Hickman, Dennis

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

Printed Name: _____ **Phone:** _____



Thomas N. Yeager, County Attorney
7/23/2024
County Commissioners Meeting

Item Summary:

Talkie Communications, Inc., Franchise Agreement Public Hearing

ATTACHMENTS:

Description

Procedures for Testifying

Kent County - Talkie Communications, Inc. Public Hearing Notice

Talkie Communications Inc Application for Kent County IPTV Cable Franchise 06242024

Kent County_Talkie_Franchise Agreement-Talkie 06042024 Clean Edits 06052024 (with redline)



PROCEDURES FOR TESTIFYING

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

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

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

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

Written comments will be accepted until Friday, July 26, 2024, close of business.



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

PUBLIC HEARING NOTICE

A NEW IPTV CABLE FRANCHISE AGREEMENT BETWEEN KENT COUNTY AND TALKIE COMMUNICATIONS, INC., AND A RESOLUTION BY THE COUNTY COMMISSIONERS OF KENT COUNTY AUTHORIZING THE EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE COUNTY AND TALKIE COMMUNICATIONS, INC.

A public hearing will be held on July 23, 2024, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland to consider a new IPTV cable franchise agreement and a resolution to execute a cable franchise agreement.

The agreement, resolution, and all related documents are on file at the Commissioners' Office, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com or available by calling the Office of the County Administrator at 410-778-4600 and press 4.

By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

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

Sondra M. Blackiston
Clerk

PUBLISH: KCN 07/11/24



BRUCE E. BEARD
Admitted in Illinois & Missouri
bbeard@CinnamonMueller.com

1714 Deer Tracks Trail
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St. Louis, MO 63131

Direct: 314-394-1535
Main: 314-462-9000
Fax: 314-394-1538

June 24, 2024

Via Email: sheller@kentgov.org, sblackiston@kentgov.org and Federal Express

Ms. Sondra Blackiston, County Clerk
Kent County
400 High Street
Chestertown, MD 21620

Ms. Shelley Heller, County Administrator
Kent County
400 High Street
Chestertown, MD 21620

RE: Talkie Communications, Inc.; Application for IPTV Cable Television Franchise

Dear Ms. Heller:

On behalf of Talkie Communications, Inc. ("Talkie") we are proud to submit this application for an IPTV Cable Franchise ("Franchise") under §76-12 of the Kent County Code. Talkie is a well-known, existing Internet Service Provider ("ISP") that offers high-speed broadband and Voice over-Internet Protocol services over its 100% fiber-optic network in Kent County. Talkie also intends to offer IPTV-based cable service and has negotiated programming agreements, local broadcaster retransmission consent agreements and other necessary agreements for its launch of this IPTV service. By July 1, 2024, Talkie plans to offer this IPTV service in Queen Anne's County and upon Kent County's approval of this franchise application and adoption of the franchise, Talkie looks to shortly thereafter provide its IPTV service in Kent County.

Leading up to the submission of this application, Talkie has worked with your County attorney in negotiating the attached IPTV Cable Franchise, using the incumbent's existing franchise as a base, and is in agreement with its terms. As demonstrated herein, Talkie possesses the necessary legal, financial, and technical qualifications to operate the IPTV Cable System and thus submits this application for approval of its franchise.

Talkie's Legal Qualifications

Talkie is a Maryland corporation in good standing, formed on January 26, 2015, as Sonic Systems, Inc. The name was changed to Talkie Communications, Inc. on

February 15, 2018. Brothers Andre DeMattia and Andrew DeMattia own Talkie. Talkie has registered to provide cable service in Kent County with the Federal Communications Commission and was issued Community Unit ID number MD0487. Talkie has completed negotiations for its IPTV Cable Franchise for Queen Anne's County and the agreed upon franchise is expected to be approved by the County Commissioners at their June 25, 2024, meeting. For purposes of this application, the persons authorized to act on behalf of the applicant are Andre DeMattia and Andrew DeMattia, both located at 99 Talbot Blvd., Chestertown, MD 21620 and Bruce Beard, attorney for Talkie, 1714 Deer Tracks Trail-Suite 230, St. Louis, MO, 63131.

Talkie's Technical/Managerial Qualifications

Talkie has the requisite technical and management skills to operate the IPTV Cable system. Talkie is an established 100% fiber-based Internet service provider in Kent County and throughout the surrounding area. A description of Talkie's operations is attached hereto as Attachment A, which is incorporated herein by this reference. Over the past few years, Talkie has been awarded over \$100 million funds to deploy its fiber-optic network and provide high-speed broadband services to various locations in Maryland and Delaware based on its ability to build, operate and manage its fiber optic network. Talkie has been successfully running its fiber optic network for over 6 years, with a well-seasoned staff, as described in Attachment A, led by brothers Andre and Andrew DeMattia.

Talkie is headquartered in Kent County and has an existing robust 100% fiber-optic network already constructed. At this time, Talkie is merely requesting a franchise to provide IPTV Cable service to give the residents of Kent County a competitive video offering.

Talkie is currently a member of the National Content and Technology cooperative ("NCTC"). By way of background, the NCTC is a non-profit cooperative whose mission is "[h]elping members competitively acquire the video programming and vital technologies needed to offer world-class services that define their communities infrastructure with vision, value and purpose." NCTC has over 700-plus independent communications service provider members that connect one-third of the households and businesses throughout the United States. The majority of Talkie's programming will be obtained through the NCTC. Talkie also uses established communications counsel including Cinnamon Mueller in constructing its channel line-up, assuring content rights are secured, and negotiating with local broadcasters and Philip Macres of the Klein Law Group.

Through the NCTC and by direct negotiations where needed, including with local broadcasters, Talkie is ready to launch with a robust channel line-up of over two hundred channels. As indicated above, Talkie's video service will be IPTV based and provisioned over its existing fiber optic network. The initial rates and channel line-ups are included on Talkie's website and are subject to change based on programming or

retransmission rate increases rate and other cost increases. Talkies website is at <https://talkiefiber.com/StreamingTV.aspx> .

Because the video service is offered over Talkie's existing fiber-optic network in Kent County, the provisions in the code regarding a "proposed system", construction map, estimates of plant mileage and other matters are not applicable to Talkie. As Talkie extends its existing network, it will continue to meet existing permitting requirements. Talkie has supplied a confidential map of its existing service area within Keny County as part of the franchise negotiations. Like the maps that other competitive franchise providers may share with the County, Talkie's map is not for third party distribution as it contains competitively sensitive and confidential information.

Talkie's Financial Qualifications

Talkie has the financial qualifications to offer the IPTV Cable service. As discussed above, Talkie's IPTV service will be provisioned over Talkie's existing fiber-optic network and thus concerns over the cost of building the network, recoupment of those costs and pro-forma projections are unnecessary and inapplicable factors to consider in connection with Talkie's franchise application. Talkie has successfully built, managed, operated and expanded its fiber-to-the home network over the past six years. The sufficiency of Talkie's financial qualifications is also demonstrated by the numerous funding awards Talkie has received for building out its fiber optic network in Maryland and Delaware, including \$4,080,183 in Connect Maryland-Neighborhood Connect Awards for Kent County in fiscal year 2022. Additional relevant information about Talkie and its operations is provided in Attachment A.

With this application, Talkie is also submitting the \$3,000.00 nonrefundable application fee as required by §76-12.H.

If you have any questions or need anything further, please let us know.

Sincerely,



Bruce Beard
Cinnamon Mueller
Attorneys for Talkie Communications, Inc.

CC: Thomas Yeager, Esq
Lacey Cox
Tonya Thomas
Andre DeMattia
Andrew DeMattia
Phil Macres, Esq.

DECLARATION

I, Andrew DeMattia, state as follows:

- 1) I am Co-CEO of Talkie Communications, Inc.
- 2) I have read the application for franchise attached and certify to the truth and accuracy of the information contained in the application, acknowledge the enforceability of the application commitments and certify that the application meets all federal and state law requirements.

This completes my declaration.

Andrew DeMattia

Signature

Andrew DeMattia

Print Name

co cdeo

Title

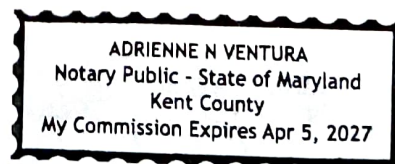
STATE OF MARYLAND)

COUNTY OF KENT)

On this 24th day of JUNE, 2024, before me,
_____, a notary public, personally appeared
_____, personally known to me or provided to me based on
satisfactory evidence, to be the person whose name is subscribed to this instrument, and
acknowledged that he or she or they executed it.

Adrienne N. Ventura Notary Seal
Signature

Notary Public for the State of MARYLAND
My Commission expires: 4/5/2027



ATTACHMENT A



TALKIE'S CORPORATE PROFILE AND NARRATIVE OF EXPERIENCE

Overview

As detailed in the discussion below on Talkie Communications, Inc.'s ("Talkie") Corporate Profile and Narrative of Experience, Talkie is a Maryland, family-owned telecommunications provider that began its operations in 2012¹ and since 2018, has focused on deploying its Fiber-to-the-Home ("FTTH") network and bringing Gigabit-speed broadband services to rural communities. Talkie's predecessor initially started with voice services in 2012 before Talkie expanded into fiber-based broadband Internet services. Talkie is also a Competitive Local Exchange Carrier ("CLEC") in Delaware and Maryland.

In Maryland, Talkie has installed and operates over 3,000 miles of fiber optic facilities that pass over 15,000 households and businesses. Its existing FTTH footprint is within portions of Kent County, Cecil County, Queen Anne's County, Wicomico County, and Worcester County, Maryland and it continues to expand its network in these counties. It is also building its network in Alleghany County and Wicomico County, Maryland along with Kent County and Sussex County, Delaware.

Talkie has an excellent reputation with federal, state and local agencies and governments and they have collectively awarded Talkie over \$100 million to make high-speed broadband services a reality in rural unserved areas of Maryland and Delaware.

Besides fiber-based broadband services, Talkie also offers phone, home security, home automation, and IPTV services in Maryland.

Talkie's Corporate Profile and Narrative of Experience

➤ **Maryland-based company.** Talkie is a Maryland, family-owned telecommunications provider that specializes in deploying its FTTH network and offering up to Gigabit speed, or greater, broadband services to residential and business customers in rural areas. Talkie's corporate office is in Chestertown, Maryland.

➤ **Talkie is a fiber-based broadband services provider.** Talkie provides a 100% fiber-optic FTTH network that utilizes multiple different fiber transport providers and multiple different Internet Service Providers ("ISPs") for redundancy.

➤ **Talkie offers amazing speeds to rural areas that can increase over an expandable network.** Talkie offers speeds ranging from 100/100 Mbps to 10/10 Gig per subscriber with latency under 20 milliseconds. Talkie equipment includes GPON (up to 1 Gig service) and XGS PON (up to 10 Gig), which is software upgradable to XGPON2 (up to 40 Gig). Talkie uses ADTRAN TA 5000 and Juniper routers and switches.

¹ This was through a predecessor entity.

Talkie has partnered with ADTRAN to develop and construct Talkie's network in rural Maryland and Delaware. Talkie's equipment is modular and allows for future expandability.

Talkie's FTTH network is also sustainable and can accommodate ever increasing broadband speeds that are well above 1 Gbps, including 10 Gbps. In deploying its FTTH network, Talkie is also deploying middle mile backhaul facilities so that it may efficiently build out to the remaining unserved locations as more funding opportunities present themselves.

➤ **Talkie maintains a strong and reliable network.** Talkie rigorously maintains its network and has designed redundancy and other measures in its network to ensure continuity and reliability of service, so as to mitigate the impact of disasters or other emergencies on business continuity.

➤ **Federal, state and local agencies and governments look to Talkie and are funding Talkie to make high-speed broadband services a reality in rural unserved areas.** Talkie has recently been awarded over **\$100 million** to deploy its FTTH network and provide such high-speed broadband services to rural unserved locations in Delaware and Maryland. Below is a list of the awards:

- **\$56,943,300** - On February 14, 2022, the FCC approved Talkie's long-form application and authorized support associated with the FCC's Rural Digital Opportunity Fund ("RDOF") to deploy FTTH to a total of 7,749 locations in the State of Delaware and 31,187 locations in the State of Maryland. This includes \$13,300,968.00 and \$43,642,332 RDOF support over 10 years in Delaware and Maryland, respectively, for a collective total of \$56,943,300.20 to serve 38,936 locations.
- **\$8,736,569** – In 2021, Maryland's Governor Larry Hogan awarded Talkie through the Maryland Office of Statewide Broadband over \$8.7 million in grants to deploy FTTH in various counties in Maryland.
- **\$25,862,535** - In 2022, Maryland's Governor Larry Hogan awarded Talkie through the Maryland Office of Statewide Broadband approximately \$25.9 million in grants to deploy FTTH in various counties in Maryland.
- **\$3,500,000** - In 2022, Worcester County awarded Talkie \$3.5 million in grants to deploy FTTH in various areas of Worcester County, Maryland.
- **\$6,402,632** – In 2023, Maryland's Governor Wes Moore and Lieutenant Governor Aruna Miller awarded Talkie through the Maryland Office of Statewide Broadband approximately \$6.4 million in grants to deploy FTTH in various counties in Maryland.

➤ **Talkie has consistently received Best Internet Provider Awards.** Talkie has been awarded Best Internet Provider in Kent County for 2021, 2022, 2023 and 2024 along with Best Internet Provider for Best of the Chesapeake in 2023.

➤ **Talkie is a growing company that can be relied on with strong financials.** Talkie has been in business since 2012 and is an experienced Internet Service Provider (“ISP”) that has managed the deployment of large FTTH construction projects. As indicated above, Talkie has an established FTTH footprint within portions of Kent County, Cecil County, Queen Anne’s County, Wicomico County, and Worcester County, Maryland and continues to expand its network in these counties. Talkie is also building its network in Alleghany County and Wicomico County, Maryland along with Kent County and Sussex County, Delaware.

In addition, Talkie currently has more than 6,000 customers subscribing to its broadband services in Maryland and expects to have over 7,000 customers by the end of 2024. Talkie also has installed over 3,000 miles of fiber that passes over 15,000 households. Talkie is also a CLEC in Maryland and Delaware with strong financials and an excellent reputation. Talkie has also demonstrated its commitment as a provider and its longevity, as evidenced by the above-discussed awards Talkie has received through the FCC’s RDOF and Maryland Broadband Grant programs.

Talkie further offers phone, home security, and home automation along with two new speed tiers, 2.5/2.5 Gbps and 10/10 Gbps, which are super-fast speeds that other broadband providers generally do not offer currently. As of July 1, 2024, Talkie intends to offer in certain areas IPTV services to residential customers along with managed services and enterprise solutions (such as dedicated circuits, dedicated internet access circuits, static IP addresses) to business customers.

➤ **Talkie is based locally and here to stay.** Talkie also believes that it is part of the community when deploying services. This means Talkie will establish deep roots in the areas where it deploys fiber and offer services.

➤ **Talkie has extensive experience and talent.** Talkie has been deploying its FTTH network and offering its broadband services to communities including unserved rural locations for a number of years. Talkie’s experience includes FTTH deployment projects that have served communities with populations in the low hundreds to larger rural communities that culminate in end users numbering in the thousands.

Talkie has achieved tremendous success through its leadership and extensive pool of talent with experience to make super-fast high-speed broadband services a reality where they deploy their FTTH network.

Talkie is led and owned by two ex-Verizon employees, Andre DeMattia and Andrew DeMattia, Co-CEOs of Talkie, who each have over 24 years of telecommunications experience that includes 16 years of experience at Verizon. They have been jointly and successfully leading all aspects of Talkie's operations and FTTH construction projects, including, among other things, the successful deployment of Talkie's FTTH network and offering its broadband services to unserved rural locations. This has involved their effective management of Talkie's FTTH business from overall network design, project and construction planning, permitting and deployment, to product design and marketing, network management, customer relations, and ongoing operations, including employee and contractor workforce development and oversight. Various federal and state agencies and county governments highly regard their leadership and as noted above, have awarded Talkie millions in broadband funding opportunities associated with the FCC's RDOF and Maryland Office of Statewide Broadband programs.

Anna Gleason, Talkie's Director of Finance, brings more than 17 years of experience in the accounting industry as a CPA, with roles in both public accounting as an auditor and private industry, bringing unique insight into the organizations financial reporting and compliance functions. Her responsibilities include: (a) overseeing Talkie's daily accounting functions, such as managing the accounting, payroll, accounts payable and accounts receivable functions; (b) assessing current accounting operations, offering recommendations for improvement and implementing new processes; (c) working with executive team to guide Talkie's financial decisions based on the budget process, operational cost analysis, as well as financial performance metrics; (d) coordinating and preparing internal and external financial statements, including coordinating activities of external auditors for regulatory and grant compliance.

Scott Ballard, Talkie's Director of Outside Operations, brings more than 30 years of experience managing, installing, repairing, servicing, and maintaining underground utilities. He has been successful in overseeing and managing all of Talkie's OSP FTTH construction projects. His responsibilities include: (a) supervising teams of employees and contractors in deploying over 1,000 miles of FTTH projects; (b) managing the design, engineering, development, and timely completion of FTTH projects across multiple construction crews; (c) ensuring successful and safe project completion by using extensive knowledge of electrical codes, high voltage and secondary electrical installation, repair, and maintenance; (d) supervising the appropriate and timely preparation and completion of miss utility tickets to ensure safe digging and avoid damaging existing underground utilities; (e) implementing white lining with foremen of construction teams to accurately identify utility locations and mark out proposed paths for new construction; (f) coordinating and conducting pre-site surveys to assess and prepare construction sites as well as ensure all necessary safety precautions are taken.

Moreover, all of Talkie's technicians are ex-Verizon FiOS employees or copper technicians. Talkie utilizes the construction crew of its affiliate Talkie Underground and Aerial Networks LLC ("Talkie Underground") along with other contractors to deploy its FTTH network. Talkie also hires local talent and subcontractors in deployment areas to meet the demands of and maintain the new construction projects. Talkie and Talkie

Underground operate out of Talkie's corporate office in Chestertown, Maryland and they collectively have a team of 85+ workers that are primarily based in Kent and Queen Anne's County, Maryland.

➤ **Talkie has the means and resources to get the job done in a cost-effective and safe fashion when expanding.** To reduce construction costs, Talkie has its own construction team that is provided through Talkie Underground and Aerial Networks LLC. Talkie has Vermeer Directional drills and plows, as well as access to significant equipment and resources provided by various outside contractors that are needed to perform FTTH broadband deployment construction projects in a timely, efficient, and safe manner.

➤ **Talkie has sound references.** Talkie has actively partnered, both informally and officially, with a number of county governments within the State of Maryland to expand broadband networks within those counties. A number of Talkie's broadband deployment projects in Maryland have been as official county partnerships via Maryland's Broadband Grant Funding Programs. Talkie has partnered with Kent County, Queen Anne's County, and Worcester County, among others. Contact information for these specific county references regarding Talkie's broadband deployment projects is provided below:

Worcester County

Brian K. Jones
Director, Worcester County Department of Information Technology
410-632-9301
410-632-5610 X1522
bjones@co.worcester.md.us

Kent County

Scott Boone
Information Technology, Kent County Government
410-778-5315
sboone@kentgov.org

Queen Anne's County

Megan DelGaudio
Queen Anne's County Information & Technology
410-758-6607
MDelGaudio@qac.org

More information on Talkie is available at <https://talkiefiber.com/>.

IPTV CABLE FRANCHISE AGREEMENT

BETWEEN

KENT COUNTY

AND

TALKIE COMMUNICATIONS, INC.

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IPTV CABLE FRANCHISE AGREEMENT

This Internet Protocol Television ("IPTV") Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the ____ day of _____, 2024 by and between the Kent County, Maryland (hereinafter referred to as the "County") and Talkie Communications, Inc. (hereinafter referred to as "Talkie").

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Maryland law, the County is authorized to grant and renew franchises to construct, operate and maintain an IPTV Cable System utilizing Public Rights-of-Way and properties within the County's jurisdiction; and

WHEREAS, Talkie desires to obtain an IPTV Franchise to maintain, construct, operate, and maintain its IPTV Cable System over, under and along the aforesaid Public Rights-of-Way for use by the County's residents consistent with federal, state and local law; and

WHEREAS, the aforesaid Public Rights-of-Way used by Talkie are public properties acquired and maintained by the County on behalf of the citizens of the County, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the County desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced IPTV Cable System, receive Franchise Fees for Talkie's use of the County's rights-of-ways as provided by federal law, reserve the right to request use of a public, educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the County, and meet the current and future IPTV cable-related needs of its residents; and

WHEREAS, the County has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the County, after affording the public notice and opportunity for comment, has determined that the public interest would be served by granting Talkie's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the County and Talkie agree as follows:

SECTION I **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

- (a) Affiliated Entity - Any corporation, partnership or other business entity that owns

or controls, is owned or controlled by, or is under common ownership or control with Talkie.

(b) Basic Service – The IPTV service tier that includes at least the retransmission of local broadcast television signals and any Educational and Governmental ("EG") access channel.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(c) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the County. Such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel - Means a time or frequency slot or technical equivalent on the IPTV Cable System, discretely identified and capable of carrying full motion color video and audio, and may include other non-video subcarriers and digital information.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Talkie's business or the operation of its IPTV Cable System.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(i) Drop - The coaxial or fiber optic or other cable that connects a home or building to the IPTV Cable System.

(j) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the IPTV Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(k) FCC - Federal Communications Commission.

(l) Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State (as defined herein) or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of material or equipment.

(m) Franchise - The right granted by the County to construct, operate and maintain a IPTV Cable System within the corporate limits of the County as embodied in the terms and conditions of this Agreement.

(n) Franchise Fee - The fee that Talkie remits to the County for the use of the County's Public Rights-of-Way consistent with Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(o) Gross Revenues - All revenue received directly or indirectly by Talkie or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Talkie's IPTV Cable System in the County to provide IPTV Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any IPTV Cable Service tier other than Basic-Service (fees charged to Subscribers for any internet or phone/voice services shall not be included);
- (3) fees charged for premium IPTV Cable Services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program IPTV Cable Services;
- (7) revenue from the provision of any other IPTV Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
- (9) fees for changing any level of IPTV Cable Service programming;
- (10) fees for service calls related to IPTV Cable Services;
- (11) inside wire maintenance fees related to IPTV Cable Services;
- (12) service plan protection fees related to IPTV Cable Services;
- (13) convenience fees related to IPTV Cable Services;
- (14) early termination fees related to IPTV Cable Services;
- (15) fees for Leased Access Channels;
- (16) charges based on the sale or lease of any portion of the IPTV Cable System for IPTV Cable Service;
- (17) rental or sales of any and all equipment used to provide IPTV Cable Services, including converters and remote control devices;
- (18) any and all locally-derived advertising revenues less agency fees;

- (19) revenues or commissions from locally-derived home shopping channels;
- (20) revenue from interactive television services to the extent deemed "Cable Services" under applicable law;
- (21) fees for any and all music services;
- (22) broadcast retransmission fees;
- (23) regional sports programming fees;
- (24) late payment fees for IPTV Cable Services;
- (25) billing and collection fees solely for IPTV Cable Services;
- (26) NSF check charges; and
- (27) Franchise Fees.

Gross Revenues shall not include bad debts, investment income, refunded deposits, or any taxes on services furnished by Talkie and imposed directly upon any Subscriber or user by the County, State, federal or other governmental unit. In the event of any dispute over the classification of revenue, the County and Talkie agree that reference shall be made to industry standards and the assumption that revenue is recognized upon receipt

- (p) HD - High-definition format.
- (q) IPTV Cable Service- The transmission of Cable Service over Talkie's IPTV Cable System.
- (r) IPTV Cable System – Talkie's Cable System is provided over Talkie's Fiber-to-the-Home ("FTTH") network. Talkie's Cable System is designed and designated to provide video programming aggregated by Talkie over Internet Protocol to the Subscriber's residence or business.
- (s) Leased Access or Commercial Access Channel - Any channel on Talkie's IPTV Cable System designated for use by any entity that is unaffiliated with Talkie consistent with Section 612 of the Cable Act, 47 U.S.C. §532.
- (t) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for two (2) or more households.
- (u) Normal Business Hours -Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.
- (v) Normal Operating Conditions - Business conditions within Talkie's service department which are within the control of Talkie. Those conditions that are not within the control of Talkie include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.
- (w) Outlet - An interior receptacle that connects a television set to the IPTV Cable System.
- (x) Educational and Governmental (EG) Channel - An access channel that consists of local public, educational and/or governmental programming.

(y) Programming - Any video or audio signal carried over the IPTV Cable System that is generally considered comparable to programming provided by a television broadcast station.

(z) Public Rights-of-Way - The surface of and all rights-of-way and the space above and below any public street, road, highway, freeway, lane, path, public way or place, alley, court, boulevard, parkway, drive or easement now or hereafter held by the County for the purpose of public travel and shall include other similar easements or rights-of way as shall be now held or hereafter held by the County which shall, within their proper use and meaning, entitle Talkie to the use thereof for the purposes of installing poles, wires, IPTV, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the IPTV Cable System.

(aa) Service Interruption - The loss of picture or sound on one or more Channels.

(bb) State - The State of Maryland.

(aa) Subscriber - A person or entity who contracts with Talkie for, and lawfully receives, the video signals and Cable Services distributed by the IPTV Cable System.

SECTION 2

GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Consistent with the Cable Act, the regulations of the FCC and Maryland law, the County hereby grants a non-exclusive and revocable franchise to Talkie. Subject to the terms and conditions contained herein, the County hereby grants to Talkie the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a IPTV Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the IPTV Cable System in the Public Rights-of-Way, including property over which the County has a sufficient easement or right-of- way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, the term "Effective Date" is sixty (60) days following the full execution of this Agreement by the County and Talkie.

2.3 COMPETITIVE EQUITY

(a) Talkie acknowledges and agrees that the County reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System or IPTV Cable System within the County.

(b) The franchise granted to Talkie is non-exclusive; however, if the County grants a subsequent Franchise, whether to a traditional Cable System or an IPTV Cable System, that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Talkie, then Talkie may request an amendment to this Agreement to provide Talkie with competitive equity. If the County agrees with Talkie that, when taken as a whole upon consideration of all of its material obligations, the subsequent Franchise is more favorable or less burdensome, then the County and Talkie shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Talkie with such competitive equity.

(c) In the event an application for a new Franchise for Cable Service or IPTV Cable System is submitted to the County proposing to serve Subscribers within the County, then the County shall notify Talkie in writing within thirty (30) calendar days of the submission of the application.

2.4 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and local laws and regulations. This Franchise is further subject to all applicable ordinances and resolutions of the County. Without waiving any of its rights, the County agrees that, to the extent any term of this Agreement is inconsistent with the terms of any County cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Talkie has an existing FTTH broadband network constructed in the County as indicated on the maps which may be provided to the County consistent with the terms of Section 3.10 below, which maps are trade secrets proprietary and confidential commercial information and will be held in confidence and not disclosed to third parties by the County consistent with the terms of Section 3.10. Talkie will provide IPTV Cable Service over its existing FTTH broadband network in the County. Talkie's FTTH broadband network is constructed and will be operated using fiber optic cable and active signal origination electronics in a manner that will ensure that the network will be flexible and adaptable to future technological development. The County shall not unreasonably delay or deny the issuance of any permits or authorizations required in connection with the expansion of the IPTV Cable System provided that Talkie has submitted the required information to obtain such permits and has complied with the County's permit rules and regulations. The IPTV Cable System shall meet any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Maryland and the generally applicable laws, ordinances and construction standards of the County.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Talkie shall make IPTV Cable Service available to every dwelling occupied by a person requesting IPTV Cable Service consistent with Section 3.2(b) provided that Talkie is able to obtain from the property owners any necessary easements and/or permits consistent with Section 621(a)(2) of the Cable Act. Talkie shall extend the IPTV Cable System into all areas within the County where there is a minimum of twenty-five (25) dwelling units per linear mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the nearest end of the Talkie's IPTV Cable System (not including Drops), and provided that the dwelling units are not already passed by a wired Cable System, wired IPTV Cable System any other County franchised wired video provider or wired Internet service provider. Talkie shall complete said extensions within three (3) months of written notification to Talkie by the County that an area has met the minimum density standard set forth herein (weather, environmental and/or other Force Majeure conditions permitting). Talkie's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet distance from the Talkie IPTV Cable System shall be entitled to a standard installation rate for the Drop. For any dwelling unit further than one hundred twenty-five (125) feet aerial distance from the Talkie IPTV Cable System Talkie shall extend the IPTV Cable Service at a rate not to exceed the actual cost of installation of the Drop.

(c) The County has the right to require Talkie to place wires and/or equipment underground, provided that the County imposes such requirement on all similarly situated entities, including but not limited to telephone and other telecommunications and communications companies with facilities in the area. All installations of wires and/or equipment by Talkie shall be underground in those areas of the County where the wires and/or equipment of similarly situated entities (i.e. telephone and electric utilities) are underground; provided, however, that such underground locations are capable of accommodating Talkie's facilities without technical degradation of the IPTV Cable System's signal quality. Talkie shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals, provided that placing facilities underground does not preclude the use of ground-mounted appurtenances.

3.3 IPTV CABLE SYSTEM SPECIFICATIONS

(a) The parties understand and agree that Talkie has designed, constructed and shall maintain an IPTV Cable System that has been built for digital television standards with addressable technology capable of making available video channels received for digital and/or analog transmission and shall allocate a sufficient portion of said bandwidth to deliver two-way IPTV Cable Services.

(b) Talkie reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the IPTV Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the IPTV Cable System shall have the effect of reducing the technical capabilities of the IPTV Cable System as set forth in Section 3.1.

3.4 SYSTEM TESTS

(a) Talkie shall conduct proof of performance and other system tests as set forth below.

Talkie shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the County within thirty (30) days of a written request from the County; provided, however, that Talkie shall not be required to submit such reports more than one (1) time in any calendar year.

(b) Talkie shall perform the following tests on its IPTV Cable System:

(1) All tests required by the FCC; and

(2) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement or in response to Subscriber complaints.

(c) If requested by reasonably prior written notice by the County, tests may be witnessed by its representatives.

3.5 EMERGENCY ALERT SYSTEM

Talkie shall comply with the Emergency Alert System requirements of the FCC.

3.6 RATE DISCRIMINATION

All Talkie residential Subscriber rates and charges shall be published and shall not discriminate among persons in the County under similar circumstances and conditions. Talkie shall establish similar rates and charges for all residential Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital status, income or economic status, national origin, sexual orientation, physical or mental disability, or geographic location within the County. Nothing in this Section shall be construed to prohibit:

(a) The temporary reduction or waiving of rates and charges in conjunction with promotional campaigns; or

(b) The offering of reasonable discounts to senior citizens.

3.7 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Talkie shall work cooperatively with any services that allow hearing-impaired Subscribers to contact Talkie by telephone.

3.8 SERVICE TO MULTIPLE DWELLING UNITS ("MDUs")

Talkie and the County hereby acknowledge and agree that installation and provision of IPTV Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Talkie, which negotiations shall be conducted in accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations and the applicable state law.

3.9 REPAIRS AND RESTORATION

(a) Prior to any work in the Public Rights-of-Way, Talkie shall apply to the County for all applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit, except for emergency repairs, without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. In the event Talkie or any agent, including contractors or subcontractors must make emergency repairs, prior to receiving a permit from the County, Talkie must apply for all applicable permits within five (5) business days of such emergency activities.

(b) Whenever Talkie or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance, weather permitting. Upon failure of Talkie to comply within the time specified and the County having notified Talkie in writing of the restoration and repairs required, the County may cause proper restoration and repairs to be made and the expense of such work shall be paid by Talkie upon demand by the County.

(c) Whenever Talkie or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the County if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Talkie shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the IPTV Cable System within ten (10) business days, Force Majeure conditions and weather permitting.

(d) Talkie's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the IPTV Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Talkie shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the County or any public utility serving the County.

(e) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Talkie personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(f) Whenever Talkie or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Maryland One Call System prior to any such disturbance. Talkie shall adhere to any additional undergrounding requirements which the State may establish in the future.

(g) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the County, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.10 SERVICE AREA MAPS

Upon written request and within sixty (60) days of such written request, but not more than once annually, Talkie shall provide to the County for its exclusive, non-commercial use and shall maintain at its local offices, a complete set of Talkie service area as-built maps that show the geographical areas that have been built by Talkie to date. Such as-built maps are expressly understood by the County to be Talkie's trade secrets and proprietary and confidential commercial information. The as-built maps shall be provided to the County in KMZ (i.e. Keyhole Markup Language) or GIS (i.e. Geographic Information System) electronic format, provided that the County shall not retain such electronic copies of the as-built maps. The as-built maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Except as required by the Maryland Public Information Act or other applicable law, the County shall not make such maps available to any third parties. The County agrees to give Talkie notice of any request by a third party to view or obtain the maps under the Maryland Public Information Act or other applicable law.

3.11 DISCONNECTION AND RELOCATION

(a) Talkie shall, at no cost to the County, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the County or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure.

(b) In requiring Talkie to protect, support, temporarily disconnect, relocate or remove any portion of its property, the County shall treat Talkie the same as, and require no more of Talkie than, any similarly situated entity.

3.12 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the County, it shall be necessary, in the reasonable judgment of the County or its agent, to cut or move any of the wires, cable or equipment of the IPTV Cable System, the County shall have the right to do so without cost or liability, provided that, wherever possible, the County shall give Talkie notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the IPTV Cable System pursuant to this Section 3.12 the County shall treat Talkie the same as, and require no more of Talkie than, any other similarly situated entity.

3.13 TREE TRIMMING

(a) Talkie, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Talkie. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Talkie or its agents, including contractors and subcontractors, wish to cut down and

remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the County for permission, with the exception of Emergency situations as defined in Section 1 (j), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the County.

3.14 CHANNEL CAPACITY

Talkie shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

3.15 BROADCAST CHANNELS

To the extent required by federal law, Talkie shall provide all Subscribers with Basic Service including, but not limited to, the following: (a) all broadcast television signals carried consistent with the requirements of Section 614 of the Cable Act; (b) the signals of qualified non-commercial educational television signals carried consistent with the requirements of Section 615 of the Cable Act; and (c) any Public, Educational and Governmental Channel consistent with Section 611 of the Cable Act. All such signals shall be delivered to Subscribers consistent with FCC technical specifications.

3.16 SIGNAL SCRAMBLING

Talkie shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.17 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Talkie provided their financial and other obligations to Talkie are honored. Subject to Force Majeure provisions in Section 9.1, Talkie shall use commercially reasonable efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the IPTV Cable System, Talkie shall use commercially reasonable efforts to interrupt service only during periods of minimum use. When necessary, Service Interruptions of more than twenty-four (24) hours can be anticipated, Talkie shall notify Subscribers in advance of such Service Interruption along with providing Subscribers with a pro-rata credit for the time of such Service Interruption.

3.18 PARENTAL CONTROL CAPABILITY

Talkie shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the IPTV Cable System consistent with Section 641 of the Cable Act.

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Talkie shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business

Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(c) If a historical record of Complaints indicates a clear failure to comply, Talkie may be required to perform surveys to measure compliance with the telephone answering requirements above. If the County determines, after receiving Complaints itself and/or receiving a record of Complaints made to Talkie in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the County shall notify Talkie in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the County with its results.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Talkie shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Talkie shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Talkie employee or agent, including any subcontractor, shall prominently display the Talkie logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those installations that are located up to one hundred twenty-five (125) feet from Talkie's IPTV Cable System .

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Talkie shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Talkie may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Talkie may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) Talkie shall provide written notice consistent with FCC requirements contained in 47 C.F.R. §1602(b) and applicable FCC order(s) to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the IPTV Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the IPTV Cable Service and any converters;
- (6) Billing and Subscriber Complaint procedures;
- (7) Talkie's address, telephone number and office hours; and
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Talkie shall notify Subscribers and the County in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Talkie. Talkie shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State or the County on the transaction between Talkie and the Subscriber.

(c) Consistent with federal law, Talkie shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Talkie during the previous twelve (12) months. Such file may be maintained electronically.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Talkie shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Talkie.

(c) The County hereby requests that Talkie omit the County's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Talkie shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

- (a) Talkie shall provide the Subscriber with a written response to a written Complaint

within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the County is contacted directly about a Subscriber Complaint, it shall notify Talkie promptly and in writing. When Talkie receives such notification, the time period for Talkie to respond as required by Section 4.5(a) shall commence. If the County notifies Talkie in writing, then Talkie shall respond in writing within the time period specified in Section 4.5(a).

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Talkie has the option of withholding the disputed amount, without a late fee or disconnection, until Talkie has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Talkie in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Talkie shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Talkie may disconnect or terminate a Subscriber's service for cause:

(a) If at least forty-five (45) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Talkie has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which IPTV Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Talkie regarding the bill; or

(d) If at any time and without notice, Talkie determines in good faith that Subscriber has tampered with or abused Talkie's equipment or service or is engaged in theft of IPTV Cable Service or has otherwise violated Talkie's terms of use for the IPTV Cable Service.

4.7 SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for twenty four (24) or more consecutive hours, excluding those Service Interruptions which are the result of Force Majeure or not

under the control of Talkie and upon receipt of a request of the Subscriber, Talkie shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

4.8 PRIVACY

(a) Talkie shall at all times comply with the privacy provisions of Section 631 of the Cable Act regarding personally-identifiable Subscriber information and all other applicable federal and state privacy laws and regulations.

(b) Talkie shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a court order or requirement of federal law, or as consistent with Section 631 of the Cable Act, neither Talkie nor its designee shall tap, monitor, arrange for the tapping or monitoring of any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that Talkie may conduct system-wide or individually addressed "sweeps" or monitoring solely for the purpose of verifying system and signal integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner consistent with the federal law. To the extent permitted under applicable law, Talkie shall report to the affected parties any instances of monitoring or tapping of the IPTV Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Talkie. Talkie shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Talkie nor its designee nor its employees shall make available to any third party, including the County, personally-identifiable Subscriber information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Talkie shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court. Nothing in this Agreement shall be construed to prevent the sale or availability of "non-personalized" or "aggregate data" which is not personalized data as defined in this Agreement.

(e) Upon a request by a Subscriber, Talkie shall make available for inspection at a reasonable time and place all personally-identifiable Subscriber information that Talkie maintains regarding said Subscriber. Talkie shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

(f) Talkie shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, except as permitted by Section 631 of the Cable Act and other applicable law.

SECTION 5 **REGULATION BY THE COUNTY**

5.1 RIGHT TO INSPECT

(a) The County shall have the option, upon thirty (30) business days' written notice and

during Normal Business Hours, to inspect at the notice location for Talkie specified in Section 9.3, all documents, records and other pertinent information maintained by Talkie which relate to the terms of this Agreement.

(b) In addition, Talkie shall maintain for inspection by the public and the County all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

5.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The County or its representatives may conduct a full compliance review, not more than once every three (3) years during the term, with respect to whether Talkie has complied with the material terms and conditions of this Agreement so long as it provides Talkie with thirty (30) days written notice in advance of the commencement of any such review or public hearing. Such notice shall specifically reference the section(s) or subsection(s) of the Agreement that is (are) under review, so that Talkie may organize the necessary records and documents for appropriate review by the County and County agrees to keep such records and documents confidential. Within ninety (90) days of a written request, Talkie shall provide the County with copies of records and documents that are kept in the normal course of business related to the cable compliance review.

5.3 RESERVED AUTHORITY

The County reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the County's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way in a non-discriminatory manner.

5.4 POLICE POWERS

Talkie's rights under this Agreement are subject to the police powers of the County to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the County to impose any tax, fee or assessment of general applicability, to the extent that such assessment is non-discriminatory and in accordance with applicable law. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Talkie shall apply to the County for all required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the County. Talkie shall not be required to obtain permits for IPTV Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Talkie shall pay any and all required permit fees.

5.7 REPORTING

In addition to the other reporting requirements contained in this Agreement, Talkie shall provide the following reports to the County:

(a) Subscriber Complaint Reports

Within thirty (30) days of a written request, Talkie shall submit to the County a report showing the number of Complaints, as defined in Section 1 (g), that required a work order and/or service call, originating from the County and received during the previous 12- month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions, subject to Talkie's right to exclude any personally identifiable subscriber information.

(b) Annual Financial Report

Talkie shall submit to the County, no later than thirty (30) days following a written request, but not more than annually, its current financial statement, including a statement of income, balance sheet and a statement of sources and applications of funds which shall be verified by Talkie's Chief Financial Officer in accordance with Generally Accepted Accounting Principles.

(c) Government Reports

Talkie shall provide to the County, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Talkie has submitted to any federal, state or local regulatory agencies if such documents relate specifically to Talkie's IPTV Cable System within the County. Talkie shall have the right to claim confidential, privileged or proprietary rights to such documents if such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in applicable law or this Agreement. Talkie shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 6 **COMPENSATION TO THE COUNTY**

6.1 FRANCHISE FEES

Talkie shall pay to the County an amount equal to three percent (3%) of the Gross Revenues derived from the operation of its IPTV Cable System to provide IPTV Cable Service in the County. Talkie shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability. The County may amend the Franchise Fee upon written notice to Talkie provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the County shall accompany such written notice. Any change in Talkie's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice and shall not result in the adjustment of any previous paid Franchise Fees.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the County under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the County. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the County may have for additional sums payable under this Agreement. Upon request and if mutually agreeable, Talkie shall deposit the Franchise Fee payments electronically into an account as designated by the County.

6.3 QUARTERLY REPORTS

Each Franchise Fee payment shall be accompanied by a written report containing an accurate statement of Talkie's Gross Revenues received for IPTV Cable Services for each calendar quarter in connection with the operation of Talkie's IPTV Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Talkie.

6.4 FRANCHISE FEE REVIEW

(a) No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the County shall have the right to conduct a Franchise Fee review or audit of Talkie's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within thirty-six (36) months from the date the County receives such payment, after which period any such payment shall be considered final. Upon written request, but no more frequently than annually and within thirty (30) days of a written request, Talkie shall provide the County with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged over or underpayment, the County shall provide Talkie with a written statement indicating the basis for the alleged underpayment. If the franchise fee audit or review reveals that there has been no over- or underpayments, the County shall provide written notice to Talkie indicating that no over- or underpayments were found and that the franchise fee review is closed. Talkie shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the County with any written objection to the results of the review or audit, including any substantiating documentation. Based on this exchange of information, the County shall make a final determination of the over or underpayment(s), if any, within thirty (30) days of Talkie's objection and shall provide Talkie with written notice of the determination. If Talkie disputes the County's final determination, it may submit the dispute to a mutually agreed upon mediator within thirty (30) days of receiving the County's written notice of determination. In the event that Talkie fails to submit the matter to mediation or arbitration within the required time period, the County's final determination shall be binding on Talkie. If Talkie submits the matter to mediation and an agreement

is not reached, either party may bring an action to have the dispute determined by a court of competent jurisdiction.

(c) Any Franchise Fee payment due to the County as a result of the Franchise Fee review shall be paid to the County by Talkie within sixty (60) days from the date the County notifies Talkie of its final determination, or if the matter is submitted to mediation or litigation, within sixty (60) days from the final disposition of such action. If the audit or Franchise Fee review shows that Franchise Fees have been underpaid, then Talkie shall pay the underpaid amount plus monetary fines of ten percent (10%) of the underpayment. If Franchise Fees have been underpaid by ten percent (10%) or more, then Talkie shall also pay the reasonable cost of the review or audit. If the audit or franchise fee review shows that franchise fees have been overpaid, then Talkie may offset the overpaid amount against future Franchise fee payments until such time as the overpayment has been entirely recouped.

6.5 BUNDLED SERVICES

If IPTV Cable Services subject to the Franchise Fee required under this Section 6.5 are provided to Subscribers in conjunction with non-Cable Services and the total cost of the bundle reflects a discount from the aggregate retail prices of the services contained therein, then the Franchise Fee shall be applied to the retail price of the IPTV Cable Services in the bundle reduced by no more than a proportionate share of the overall discount.

SECTION 7 SERVICES TO THE COMMUNITY

7.1 SERVICES TO COMMUNITY FACILITIES

(a) Beginning three (3) months after the Effective Date and upon written request, Talkie shall provide an IPTV cable service drop and Basic Service with any necessary customer premises equipment to one outlet at each Public Building listed in Exhibit A that is passed by Talkie's IPTV Cable System. It is understood that, in order to receive such IPTV Cable Services as described above, such facilities also need to receive Talkie's minimum Internet Service in accordance with applicable law, if Talkie intends to charge for the Cable or Internet Services required by this section, in accordance with applicable law, Talkie will provide the County written notice of the commencement and the amount of such charges. The charges shall be consistent with applicable law, which as of the Effective Date is Talkie's marginal cost for such services as per *The City of Eugene, Oregon et al vs Federal Communications Commission*, No. 19-4161, 998 F 3rd 701 (6th Cir. 2021). Charges may include those for services and equipment, if any, at each location, and for Internet service, with charges for Internet service not being greater than the charges for Talkie's Basic residential Internet service and associated equipment. The County shall then notify Talkie whether it wishes the amount due each month to be deducted from Franchise Fee payment or for the County to remit payment directly. The County may elect in writing not to receive the service, in which case no deduction will be taken from the Franchise Fee and such services shall be terminated. Talkie shall notify the County in writing regarding the amount of the monthly service fee for each account based on the marginal cost. The County shall then notify Talkie, within thirty (30) days of receiving the notice from Talkie, whether it wishes the amount due each month to be invoiced for payment or deducted from the next franchise fee payment. The County may upgrade the level of IPTV cable service received at then current rate card prices for the higher level of service. The County may also elect in writing not to receive the service, in which case it will not be invoiced and no deduction will be taken from the franchise fee.

(b) During the term of the Franchise, the County may change a Public Building location listed in Exhibit A upon 90-days written notice to Talkie, provided that the new location is within 125 feet of Talkie's existing IPTV Cable System t.

(c) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 *et seq.*, as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet the specific criteria set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

7.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNEL

(a) Talkie shall continue to provide as set forth herein, the use of one (1) dedicated Educational and Governmental ("EG") Access Channel in accordance with Section 611 of the Cable Act. Such EG Channel shall be used for community programming related to educational and/or governmental activities. The County shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channel, and may delegate such functions, or a portion of such functions, to an appropriate designee. However, Talkie may utilize the channel during periods where the channel is not in use by the County. Talkie shall not exercise any editorial control over EG Channel programming. Talkie shall cablecast the activated EG Channel so that it may be received by all Talkie Subscribers in the County. If requested by any neighboring City or County served by Talkie from the same head-end or hub site as that providing service to the County, then the County agrees to cooperate with such City or County in the shared use of the EG channel.

(b) The County and Talkie further agree that all costs incurred by Talkie for supporting such EG Channel, including any and all equipment may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC and Talkie reserves its right to pass these costs through to the Subscribers pursuant to federal law.

(c) Talkie shall provide all the equipment necessary at its IPTV aggregation and origination center to receive the EG channel stream via a VPN or other secure connection from the appropriate URL specified by the County. The stream shall be provided to Talkie in a pre-transcoded DASH or HLS. Talkie shall not be liable for any content programmed on the designated PEG Channel.

(d) The County or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the EG channel. The County and Talkie agree to work cooperatively in implementing the EG channel through such means and in such manner as shall be mutually satisfactory.

(e) In the event the County or its designee does not program any EG Channel, Talkie may request the use of this channel subject to written approval by the County. If the County approves Talkie's use of an EG Channel and, subsequent to such approval, the County requests the utilization of the EG Channel being programmed by Talkie, Talkie shall relinquish such use no later than sixty (60) days after receipt of written notification from the County that it requires such channel for educational and/or governmental use.

SECTION 8
ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the County has reason to believe that Talkie violated any provision of this Agreement, it shall notify Talkie in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto. If the County does not notify Talkie of any violation of this Agreement, it shall not operate as a waiver of any rights of the County hereunder or pursuant to applicable law.

(b) Talkie shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Talkie must cure the violation shall be extended by the County in writing for such additional time necessary to complete the cure, provided that Talkie shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the County.

(c) If the violation has not been cured within the time allowed under Section 8.1(b) above, then Talkie may request that the County schedule a public hearing to provide Talkie with the opportunity to demonstrate that Talkie continues to make reasonable steps to cure. Alternatively, the County may conduct a public hearing following written notice to Talkie that it intends to impose liquidated damages. If the County determines as a result of such hearing that Talkie has not taken reasonable steps to cure the violation, then the County may deem that Talkie is liable for liquidated damages and/or any other right or remedy and the County's costs in accordance with Section 8.2.

8.2 LIQUIDATED DAMAGES

(a) Because Talkie's failure to comply with provisions of this Agreement will result in injury to the County and because it will be difficult to measure the extent of such injury, the County may assess liquidated damages against Talkie (after affording Talkie due process in accordance with Section 8.1(c) above) in the amount of ~~no more than~~ One Hundred Fifty Dollars (\$150.00) per day for each day the violation continues, provided Talkie has had an opportunity to cure in accordance with Section 8.1(b). Such damages shall not be a substitute for specific performance by Talkie or legal action by the County but shall be in addition to such specific performance or legal action.

(b) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the County. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The County may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction before, during, or after the assessment of liquidated damages.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the County under this Agreement, the County reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Talkie practiced any fraud or deceit upon the County in the operation of its IPTV Cable System or any other activities pursuant to this Agreement;

(2) Talkie repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Talkie repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Talkie or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Talkie shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the County ~~Council~~ Commissioners after an appropriate public hearing that shall afford Talkie due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State. All notice requirements shall be met by providing Talkie at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The County, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Talkie of mitigating circumstances or good cause for the existence of such grounds. Nothing in this Section shall be deemed to deprive Talkie of any rights of process afforded it under state or federal law, and Talkie does not waive such rights by submitting to the process set forth in this Section. The County shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Talkie.

8.4 INSURANCE

(a) Talkie shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in Maryland and which has an A.M. Best rating (or equivalent) no less than A-minus VII in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The County, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.4.

(c) Talkie shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.4. Talkie shall provide the County with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Talkie shall deliver to the County Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, on an annual basis.

(e) The limits above may be satisfied with a combination of primary and excess coverage.

8.5 INDEMNIFICATION

Talkie shall indemnify, defend, save and hold harmless the County, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Talkie, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the IPTV Cable System or any other equipment or facilities of Talkie. The County shall give Talkie timely written notice of its obligation to indemnify and defend the County. The obligation to indemnify, defend, save and hold the County harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the County determines that it is necessary for it to employ separate counsel, in addition to that provided by Talkie, the cost for such separate counsel shall be the responsibility of the County. Talkie shall not indemnify the County for any claims resulting solely from acts of willful misconduct or negligence on the part of the County.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Talkie is unable in whole or in part to carry out its obligations hereunder, Talkie shall not be deemed in violation of this Agreement during the continuance of such inability.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Talkie shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the County

or property owner may deem any property not removed as having been abandoned and the County may remove it at Talkie's cost.

(b) During the term of the Agreement, if Talkie decides to abandon or no longer use all or part of its IPTV Cable System, it shall give the County written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The County shall have the right to either require Talkie to remove the property, remove the property itself and charge Talkie with the costs related thereto, or transfer ownership of the property to the County's designee provided fair market value is paid to Talkie.

(c) Notwithstanding the above, Talkie shall not be required to remove its IPTV Cable System, or to relocate the IPTV Cable System, or to sell the IPTV Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Talkie from providing IPTV Cable Services, if the IPTV Cable System is actively being used to facilitate any other services not governed by the Cable Act, including without limitation Talkie's Internet services that are provided over Talkie's FTTH broadband Network..

9.3 **NOTICES**

Every notice or payment to be served upon or made to the County shall be sent to:

Kent County
400 High Street
Chestertown, MD 21620
Attn: County Administrator

With copies to:
Thomas N. Yeager
County Attorney
203 Maple Avenue
Chestertown, MD 21620

The County may specify any change of address in writing to Talkie. Every notice to be served upon Talkie shall be sent to:

Talkie Communications, Inc.
Attn: Andre DeMattia
99 Talbot Blvd.
Chestertown, MD 21620

With copies to:

Cinnamon Mueller
Attn: Bruce Beard
1714 Deer Tracks Trail-Suite 230
St. Louis, MO 63131

Talkie may specify any changes of address in writing to the County. Each delivery to Talkie or the County shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Talkie is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Maryland, Kent County, or in the United States District Court for the District of Maryland.

9.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Talkie nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the IPTV Cable System or in this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(b) Neither Talkie nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the IPTV Cable System or of this Agreement without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(c) Neither Talkie nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five percent (25%) of its equitable ownership in the IPTV Cable System without the prior written consent of the County, provided that such consent shall not be unreasonably withheld or delayed.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Talkie in the Franchise or in the IPTV Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Talkie.

(e) Talkie shall make written application to the County of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The County shall have thirty (30) days from the receipt of FCC Form 394 to notify Talkie of any additional information it needs to make an informed decision on the transfer or assignment. The County shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the County for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement unless such one hundred twenty (120) days shall have elapsed.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the County and Talkie. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein.

9.9 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the County and Talkie, nor any delay on the part of either party in exercising any rights hereunder, shall operate as a waiver of any such rights of such party or acquiescence in the actions of the other party in contravention of such rights, except to the extent expressly waived by such party.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the IPTV Cable System or to this Agreement, the County or Talkie may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The County and Talkie may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the County and Talkie.

9.12 COMPLIANCE WITH LAWS

Talkie shall comply with all federal, state and local laws and regulations.

9.13 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.14 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Talkie, the County and their respective successors and assigns. This Agreement is authorized by Resolution No. _____, dated _____, 2024 of the County Commissioners of Kent County, Maryland.

WITNESS our hands and official seals to this Cable Franchise Agreement.

KENT COUNTY

By: _____

Name: _____

Title: _____

Date: _____

TALKIE COMMUNICATIONS, INC.

By: _____

Name: _____ Andre DeMattia

Title: _____

Date: _____

Exhibit A

SERVICES TO COMMUNITY FACILITIES



**Arvin Singh, Vice President, Strategic Planning & Communications,
University of Maryland Shore Regional Health**

7/23/2024

County Commissioners Meeting

Item Summary:

Kent County Stroke Smart

ATTACHMENTS:

Description

07.23.24 Proclamation, Stroke Smart Kent County, July 23, 2024

Kent County, Maryland



Proclamation

Stroke Smart Kent County "Spot-a-Stroke, Stop-a-Stroke, Save-a-Life" July 23, 2024

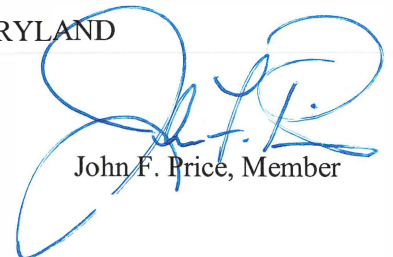
- WHEREAS,** 1 in 6 people will have a stroke in their lifetime, and 80% of families are affected; additionally, stroke is the leading cause of long-term disability, and
- WHEREAS,** There are life-saving treatments that must be administered within 3-4.5 hours once symptoms begin, and only a very small percentage of patients get to the hospital within the treatment window because the majority of people do not know how to spot a stroke or the importance of calling 911 immediately; and
- WHEREAS,** The Kent County public and private schools will be encouraged to make Stroke Smart: Spot-a-Stroke, Stop-a-Stroke, Save-a-Life part of their training for all students, faculty, and families; and
- WHEREAS,** All the Kent County health and safety-focused entities will be urged to participate in improving stroke literacy to educate all its employees, volunteers, and associated communities; and
- WHEREAS,** The Kent County community will be encouraged to participate and contribute to the Stroke Smart: Spot-a-Stroke, Stop-a-Stroke, Save-a-Life campaign through active citizenship efforts; and
- WHEREAS,** The goal is to educate everyone in Kent County about stroke recognition and the importance of dialing 911 immediately, and thereby be a model for other communities, cities, counties, commonwealths, and states as well as the nation, thereby advancing the vision of a Stroke Smart America

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim July 23, 2024, to be "STROKE SMART KENT COUNTY" and call upon the people in Kent County to support making Kent County Stroke Smart.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

July 23, 2024



Jillyn Coleman, Director, Parks and Recreation
7/23/2024
County Commissioners Meeting

Item Summary:

Designation of July as Parks and Recreation Month

ATTACHMENTS:

Description

Cover Page

07.23.24 Proclamation, Parks and Recreation Month - July



Department of Parks and Recreation

11041 Worton Road

P.O. Box 67

Worton, MD 21678

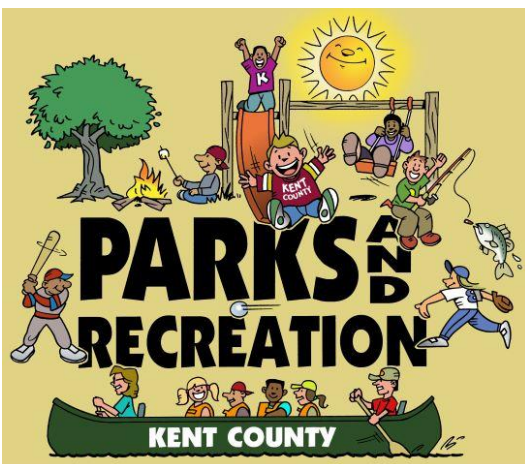
410-778-1948

info@KentParksAndRec.org

THIS MONTH, WE HONOR OUR DEDICATED PARK AND RECREATION PROFESSIONALS FOR THEIR HARD WORK.



A big thank you to the KCPR and DPW staff for making Kent County an even better place to live!



Kent County, Maryland



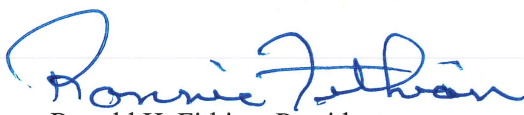
Proclamation

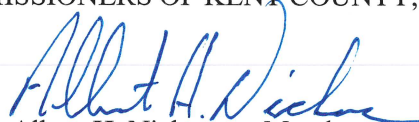
PARKS AND RECREATION MONTH JULY

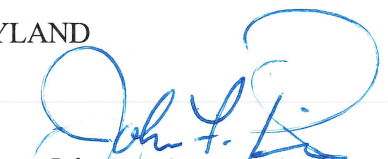
- WHEREAS,** Parks and Recreation is an integral part of communities throughout this country, including Kent County, and
- WHEREAS,** Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and
- WHEREAS,** Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance well-being; and
- WHEREAS,** Parks and Recreation programming and education activities, such as out-of-school time programming, youth sports, and environmental education, are critical to childhood development; and
- WHEREAS,** Parks and Recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- WHEREAS,** Parks and Recreation is fundamental to the environmental well-being of our community; and
- WHEREAS,** Parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- WHEREAS,** Kent County recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, do hereby proclaim July 2024, as "**PARKS AND RECREATION MONTH**" in Kent County.

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

July 23, 2024



**Roland Sheppard, Acting Director of Operations, and Steve Wallace,
Captain, Kent County Detention Center**

7/23/2024

County Commissioners Meeting

Item Summary:

The Kent County Detention Center was awarded a 2-year Performance Incentive Grant Fund (PIGF) grant in 2022 to fund the Medication Assisted Treatment (M.A.T) Program which expires on July 31, 2024. State HB-116 mandates, all Correctional agencies must provide treatment with medications for offender with an Opioid Use Disorder (OUD).

ATTACHMENTS:

Description

MDH BHA Opioid Restitution Fund Announcement



Wes Moore, Governor · Aruna Miller, Lt. Governor · Laura Herrera Scott, M.D., M.P.H., Secretary

EXHIBIT A

STANDARD GRANT AGREEMENT (SGA)
REQUEST FOR APPLICATIONS (RFA)
(COMPETITIVE)

PROCUREMENT ID NUMBER:
BPM045039

Issue Date: June 26, 2024

Opioid Restitution Fund Announcement

NOTICE

A Prospective Applicant that has received this document from the Maryland Department of Health-MDH, or that has received this document from a source other than the Contract Officer and that wishes to assure receipt of any changes or additional materials related to this RFA, should immediately contact the Contract Officer and provide the Prospective Applicant's name and mailing address so that addenda to the RFA or other communications can be sent to the Prospective Applicant.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
RFA KEY INFORMATION SUMMARY SHEET

Request for Applicants:	Opioid Restitution Fund Announcement
Solicitation Number:	BPM045039
RFA Issue Date:	June 26, 2024
RFA Issuing Office:	Maryland Department of Health (<i>MDH</i>) Behavioral Health Administration (<i>BHA</i>)
Contract Officer:	Crystal Hack Maryland Department of Health Behavioral Health Administration (BHA) 55 Wade Avenue, Catonsville, MD 21228 e-mail: crystal.hack@maryland.gov
Grant Monitor:	Risa Augustus Maryland Department of Health Behavioral Health Administration 55 Wade Avenue, Catonsville, MD 21228 410-800-8155 e-mail: risa.augustus@maryland.gov
Applications are to be sent to:	Maryland Department of Health Behavioral Health Administration (BHA) 55 Wade Avenue, Catonsville, MD 21228 Attention: Crystal Hack https://procurement.maryland.gov/
Closing Date and Time:	July 26, 2024 at 4:00PM EST

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Health (*MDH or the Department*), Behavioral Health Administration (*BHA or the Administration*), is issuing this Request for Applications (*RFA*) to allow entities the opportunity to apply for funding to support opioid remediation activities. Funding for this RFA is made available via the Opioid Restitution Fund (*ORF*), in accordance with Md. Code Ann., § 7-331(f) & (h).1.1.2. The ORF was created in 2019 to receive all funds awarded to the State of Maryland through legal settlements with prescription opioid manufacturers and distributors. The focus of this RFA is to solicit activities via the State Allocation and the State Discretionary Abatement Sub Fund under the National Settlement Agreement.

1.1.2 The recipient(s) will engage with communities affected by the opioid epidemic to conduct Opioid Remediation as defined in the Janssen settlement agreement as: care, treatment, and other programs and expenditures designed to:

- (1) address the misuse and abuse of opioid products,
- (2) treat or mitigate opioid use or related disorders, or
- (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis.

1.1.3 It is the State's intention to award funding to multiple applicants to mitigate the damages caused by the opioid epidemic. The anticipated duration of services to be provided under this Agreement is two (2) years and one (1) additional option year, contingent on the availability of funding.

1.1.4 A grant applicant may request funding up to **\$1,000,000**. The State may determine to fund some or all of the proposed elements of a grant application in the amount requested or in a different amount. Subject to the availability of funds in the ORF.

1.1.5 Applicants, either directly or through their subgrantee, must be able to provide all services, and meet all of the requirements requested in this solicitation. The successful Applicant shall remain responsible for performance regardless of subgrantee participation in the work. Applicants and sub grantees are subject to the requirements of sections 7-331(f) and (h) including but not limited to any reporting, audit, and participation requirements of the settlement and state-subdivision agreements designated pursuant to subsection 7-331(h).

1.2 Contract Type

The Agreement resulting from this Application shall be a firm fixed price.

1.3 Contract Officer

The sole point of contact in the State for purposes of this Application prior to the award of any Agreement is the Contract Officer at the address listed below:

The Contract Officer:

Crystal Hack
Maryland Department of Health
Behavioral Health Administration (BHA)
55 Wade Avenue, Catonsville, MD 21228
E-mail: crystal.hack@maryland.gov

The Department may change the Contract Officer at any time by written notice.

1.4 Grant Monitor

The Grant Monitor:

Risa Augustus
Maryland Department of Health
Behavioral Health Administration
55 Wade Avenue
Catonsville, MD 21228
Phone Number: 410.800.8155
E-mail: risa.augustus@maryland.gov

The Department may change the Grant Monitor at any time by written notice.

1.6 Questions

1.6.1 Written questions from prospective Applicants can be emails to ORF.Grants@maryland.gov

1.6.2 Questions are requested to be submitted at least 55days prior to the Application due date. BHA, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Application due date. All questions and responses will be posted to eMaryland Marketplace Advantage.

1.7 Application Due (Closing) Date and Time

1.7.1 Applications, in the number and form set forth in Section 4.2 “Applications” must be received to eMMA, no later than **4:00 PM local time on July 26, 2024**, to be considered.

1.7.2 Requests for extension of this time or date will not be granted. Applications received after the due date and time listed in this section will not be considered.

1.7.3 Applications may be modified or withdrawn by written notice received by the Contract Officer before the time and date set forth in this section for receipt of Application. Multiple and/or alternate Applications will not be accepted.

1.8 Award Basis

1.8.1 The Grant shall be awarded to responsible Applicants submitting Applications that have been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFA, for providing the activities as specified in this RFA. See RFA Section 5 for further award information.

1.9 Revisions to the RFA

1.9.1 If it becomes necessary to revise this RFA before the due date for Application, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFA or which are otherwise known by the Procurement Officer to have obtained this RFA. Addenda made after the due date for Applications will be sent only to those Applicants that submitted a timely Application and that remain under award consideration as of the issuance date of the addenda.

1.9.2 Acknowledgment of the receipt of all addenda to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Applicant’s Project Narrative. Acknowledgement of the receipt of addenda to the RFA issued after the Application due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 2 - MANDATORY REQUIREMENTS

2.1 Applicant Mandatory Requirements

The Applicant must provide proof with its application that the following Mandatory Requirements have been met:

2.1.1 The Applicant shall be a Social organization as defined per Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland or a Maryland local or state government agency, or public college or state university in Maryland.

2.1.2 For Social organization Applicants (not local, state government agency, public college, or state university), the Applicant must be a nonprofit organization, classified by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Applications must include attachments of the following documentation from the applicant:

- **REQUIRED DOCUMENTATION:** Documentation of tax-exempt status of the Applicant or the Applicant's fiscal sponsor (i.e. IRS tax exempt status determination letter).

Social organization applicants must be registered and in good standing with the Maryland State Department of Assessments and Taxation prior to submitting a grant application. Social organization applicants may not be on any federal or state exclusion list.

2.1.3 Under the State Discretionary Abatement Sub Fund, Qualifying Non-Litigating Subdivisions may apply for grants, which are being made available under the RFA. ("Qualifying Non-Litigating subdivision " means a Subdivision other than a Qualifying Subdivision or Special District listed here, that agrees to participate in applicable agreements or judgments designated under State Finance & Procurement § 7-331(h).) For Local government applicants, the Applicant must:

- have established a Local Abatement Fund for deposit of Settlement Proceeds; and
- be willing to sign on to the settlements as a participating subdivision under the terms of the settlements or judgments designated pursuant to section 7-331(h).
- Applicants may not be affiliated with non-participating subdivisions¹.

As proof of meeting this requirement, the Applicant shall provide with its Application a valid copy of all associated licenses.

2.1.4 All applicants, sub applicants must comply with behavioral health licensing requirements under Health-General §7.5 or other applicable licensing required by law. When programmatic licensure is required under Maryland law, the applicant must provide proof of licensure with its application. In addition, all applicants (and eventual grantees) must ensure that, where applicable, individual health care practitioners are appropriately

¹ For any settlement agreement that a subdivision has declined to sign-on to or participate in, neither the subdivision nor agents of the subdivision may apply for or receive funding.

licensed, certified, or otherwise credentialed under federal and State law, including, but not limited to, the Health Occupations Article of the Maryland Annotated Code. 3.2.12.

As proof of meeting this requirement, the Applicant shall provide with its Application a valid copy of all associated licenses. The Applicant must also provide documentation of good standing with the State and may not be on any corrective action plans.

2.1.5 Recovery Residences must be certified through the Maryland Certification of Recovery Residences (MCCRR) certified process or in the process of attaining certification through BHA (with documentation to support current status). Grant funds may not be used to fund bed days for Maryland Recovery Net-MDRN recipients.

As proof of meeting this requirement, the Applicant shall provide with its Application a valid certification or proof of the certification approval process.

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

Marylanders have been harmed by an epidemic of opioid use and misuse, resulting in overdose deaths, as well as myriad costs to the health, economic well-being, and welfare of all Maryland residents.

The State expects to receive funds from prescription opioid-related legal settlements and judgments to be used for opioid remediation. As such, Chapter 537 of 2019 established the ORF, a special fund to retain any revenues received by the State relating to specified opioid judgments or settlements, which may be used only for opioid-related programs and services. On July 21, 2021, a \$26 billion global settlement was announced by opioid manufacturer Johnson & Johnson (Janssen Settlement Agreement) and McKesson, Amerisource Bergen, and Cardinal Health (Final Distributor Agreement). On September 8, 2021, Maryland Attorney General Brian E. Frosh announced Maryland's participation in the global settlement. Maryland is expected to receive approximately \$500 million as part of the settlement. A copy of the Janssen Settlement is located in Appendix A. In fiscal 2022, the ORF received approximately \$12 million from the \$573 million global settlement agreement with McKinsey & Company for its role in marketing opioids, including OxyContin. Since then, the State has entered into additional settlements with other companies, further contributing to the ORF.

The focus of this RFA is to fund Opioid Remediation activities via the State Allocation and the State Discretionary Abatement Sub Fund under the National Settlement Agreement. This is state-administered funding distributed to applicants throughout the State. Opioid Remediation is defined in the Janssen [settlement agreement](#) as: care, treatment, and other programs and expenditures designed to:

- (1) address the misuse and abuse of opioid products,
- (2) treat or mitigate opioid use or related disorders, or
- (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis.

[Exhibit E](#) provides a non-exhaustive list of expenditures that qualify as Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses if permitted under State Finance & Procurement §§ 7-331(f). Specifically, the Department will prioritize funding applications that focus on the following approaches listed in Exhibit E, Schedule A of the settlement agreement:

- Naloxone or other FDA-approved drugs to reverse opioid overdoses
- Medication-assisted treatment distribution and other opioid-related treatment ²
- Pregnant and postpartum women
- Expanding treatment for neonatal abstinence syndrome
- Expansion of warm hand-off programs and recovery services
- Treatment for incarcerated population
- Prevention programs
- Expanding syringe services programs

While permissible under the Schedule A, the Department will not be considering proposals that are focused on research analyzing the effectiveness of abatement strategies within the state. Based on the advice of the **Opioid Restitution Fund Advisory Council recommendations**, MDH will consider proposal's that address the following State priorities:

- Increase availability of Medications for Opioid Use Disorder (*MOUD*) in Jails and/or Prisons.
- Expand Recovery Support Services.
- Support the full continuum of services for Transitional Aged Youth/Young Adults with OUD.
- Expand Certified Recovery Housing.
- Support the provision of American Sign Language (*ASL*), Limited English Proficient (*LEP*), Bi/Trilingual interpreter support, and/or other interpreter communication, and/or embed staff within congregate living facilities, e.g., an American Society of Addiction Medicine (*ASAM*) residential treatment facilities or in certified recovery residences providing services to individuals with OUD.
- Include staff working in programs that incorporate certified peer recovery support specialists to support individuals with OUD.
- Implement low-threshold/low-barrier treatment models.
- Expanding workforce capacity by supporting workforce development for addiction professionals who work with persons with OUD.
- Expand OUD treatment services to rural and frontier areas.

A grant applicant may request funding up to \$1,000,000. The State may determine to fund some or all of the

² Remediation includes activities involving Medications for Opioid Use Disorder (*MOUD*) using one of the Food and Drug Administration (FDA) approved medications for the maintenance treatment of opioid use disorder that includes: methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

proposed elements of a grant application in the amount requested or in a different amount. Multiple awards may be granted to successful applicants demonstrating the capacity to efficiently execute opioid remediation activities, including developing and delivering high-quality resources and/or services to assist families and communities. Based on the availability of funding, the anticipated duration of services to be provided under this Agreement is two (2) years and one (1) one-year additional option year .

Applicants, either directly or through their subgrantee, must be able to provide all services, as outlined in their application and meet all of the requirements requested in this solicitation. The successful Applicant shall remain responsible for performance regardless of subgrantee participation in the work.

3.2 Scope of Work - Requirements

3.2.1.1 The Americans with Disabilities Act: The Americans with Disabilities Act (<https://www.ada.gov/>) protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities. Accessibility and inclusion of diverse populations are essential to reduce health disparities for vulnerable populations. Contractors must comply with all ADA requirements in their work to ensure the needs of persons with disabilities and other vulnerable populations are met. This includes, but is not limited to:

- facilities and any venues used for meetings/conferences are accessible;
- requested accommodations are provided in a timely manner; and
- written and printed materials developed in accessible formats (easy to read, large print, etc.), or providing access to alternative formats.

For contracts which include direct patient care or service delivery through a program, the ADA requires entities provide full and equal access for people with disabilities. This includes, but is not limited to:

- reasonable modifications of policies, practices, and procedures;
- effective communication; and
- accessible facilities.

3.2.2 General Requirements

3.2.2.1 Opioid remediation activities - Conduct opioid remediation activities for the specified population outlined in the Applicant's grant proposal. Applicants may partner with other community-based organizations to apply for funding which would benefit both entities. Proposed activities may indirectly benefit individuals with or without other substance use disorders, but the primary purpose must be opioid remediation. All programs must be authorized by and compliant with State Finance & Procurement § 7-331(f) & 7-331(h)-7-331(i), including the applicable agreements or judgments designated under subsection 7-331(h), and other limitations specified in this document, by state law, or by MDH.

3.2.2.2 Use of evidence-based practices - Activities must leverage evidence-based Practices (*EBPs*), for prevention, treatment, and/or recovery support activities.

3.2.1.3 Feasibility and Sustainability Plan - Applicants must be able to demonstrate the ability to implement programs within the timeline required, and the ability to maintain implemented programs once all grant monies have been expended with a viable plan which outlines how the program will shift financial support for implementation to a new funding stream. Plans should include whether the program intends to hire individuals to implement the program and demonstrate the program's ability to fill vacancies within 90 days.

3.2.2.4 Non duplication of funds - Applications should include a clear description indicating how ORF funding would not duplicate, but rather leverage current initiatives/resources, if present, from the Maryland Department of Health, federal, and other state and/or private foundation funding sources that serve the strategic priorities and areas of focus under this RFA. Applicants must disclose any other grant funding received by their organization from MDH or Local Behavioral Health Authority(ies) (*LBHA*) in the past five (5) years.

3.2.2.5 Timeframe for implementation - applicants must have a proposed timeline for implementation with anticipated work beginning no later than 90 days after notice of award (*NOA*). Applicants should anticipate providing a more detailed timeline after notification of award.

3.2.2.6 Allowable/Unallowable Costs - Applicants are encouraged to review Exhibit E of the applicable settlement agreement(s), applicable state-subdivision agreement(s), and State Finance & Procurement § 7-331 for updated guidance on allowable and indirect costs. Examples of permissible uses of grant funds include, but are not limited to:

- Staff salaries and fringe benefits for staff working on grant related activities
- Consultant fees
- Supplies
- Training and professional development
- Data collection and analysis
- Subcontractors
- Translation/interpretation services and
- Other allowable expenses as specified in the grant application and approved by the Department

Indirect Costs. Indirect costs are allowed only as expressly authorized by Md. Code Ann., State Finance & Procurement 7-331(f) & (i) and the settlement agreements. Authorized indirect costs must be identified in the grant application, must be essential to the management of the program and the attainment of its success, and may not exceed the lowest cost necessary to successfully operate the specific program of opioids remediation identified in the grant application to ensure compliance with the settlement agreements. The use of grant funds for indirect costs will be audited after distribution of funds. In no event may authorized indirect costs exceed 10 percent of the grant amount, and will rarely reach that amount."

The Grantee will are not permitted to use funds under this program for the following purposes:

- Fundraising or lobbying;
- Pre-award costs, costs outside the performance period, or costs for services that fall outside of the performance period;

- To supplant existing local, state, or federal funding; *and*
- Depreciation expenses

Applicants may not use grant funds to supplant or supplement Medicaid funding for billable services.

3.2.2.7 The Applicant will ensure that for all subgrantees, if any, there is an executed contract on file, which will at minimum contain expectations for the program, including service delivery, performance measures, and outcomes, reporting frequencies, program monitoring, and formats.

3.2.2.8 The Applicant will comply with and ensure that all subgrantees comply with the audit, reporting, and other requirements of judgments or agreements designated under State Finance & Procurement § 7-331.

3.2.3 Staffing

3.2.3.1 Designate a Project Director/primary point of contact among current staff or secure staff to serve as a primary point of contact to liaise with MDH.

3.2.3.2 If providing direct services, applicants and all project-affiliated staff shall complete privacy training, including HIPAA, MCMRA, and 42 CFR Part 2, and any other training required by the Department prior to working with individuals and families.

3.2.3.3 Applicants shall ensure that all staff are familiar with the applicable requirements of the applicable agreements or judgments and State Finance & Procurement § 7-331.

3.2.4 Documentation and Reporting

3.2.4.1 Grantees will use the Smartsheet software to submit monthly progress reporting. The deadline for monthly progress reports is 30 days immediately following the end of the reporting month. Failure to submit monthly progress reports may result in a termination of the award and a request for repayment of funds. More information regarding the reporting requirements will follow after an award is made.

3.2.4.2 Grantees and subgrantees may be asked to participate in a site visit or desk review upon request as a requirement of the award.

3.2.4.3 Submit final budget summary within two weeks after contract end date.

3.3 Invoicing Submission

3.3.1 General

(a) All invoices for services shall be signed by the Grantee and submitted to the Grant Monitor. All invoices shall include the following information:

- Grantee name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant.

3.3.2 Invoice Submission Schedule

The Grantee shall submit invoices monthly by the 30th of the following month (except for the month of February) in which services were performed. See table below:

Month of Service Delivery or Activities	Report Due
January	February 28
February	March 30
March	April 30
April	May 30
June	July 30
July	August 30
August	September 30
September	October 30
October	November 30
November	December 30
December	January 30

3.3.3 Invoice submissions must be calculated using actual expenditures and accompanied by adequate supporting documentation. Invoices must be submitted monthly, even if no expenditures are being submitted for reimbursement. Grantees must retain and submit all supporting documentation regarding funds spent by the grantee and or subgrantee.

Supporting documentation must clearly provide evidence that funding was spent as per the grant budget justification, and that these expenses have already been paid and are not subject to reimbursement. All invoices must be accompanied by itemized receipts and other direct evidence of actual expenditures. For example, adequate forms of documentation for reimbursement of salary and fringe benefits will be based on records that accurately reflect the time-period requested, including itemization by individual and pay period.

3.3.4 The Department will not cover any expenses not included in the approved budget or that were initially outlined in the budget details and will request reimbursement from the program for any unallowed or unexpected expenses not previously approved.

3.3.5 MDH will not reimburse requests that are received more than 30 days after the end of the grant period, unless special approval has been provided in writing.

SECTION 4 – APPLICATION FORMAT

4.1 Two Part Submission

4.1.1 Applications must be submitted via eMMA (eMaryland Marketplace Advantage) listed on the Key Information Summary Sheet. The Contract Officer will not accept submission after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the Contract Officer eMMA inbox. Time stamps on outgoing email from Applicants shall not be accepted.

4.1.2 Offerors shall submit Applications in separate volumes:

- Volume I – Project Narrative
- Volume II – Budget Justification/Narrative

4.1.3 Applicant Organization Name:

- Project Title-Formal name assigned to the initiative
- Include the legal name of the organization that will serve as the grantee
- Address of the organization that will serve as the grantee
- Point of Contact Name
- Point of Contact Email

Note: No pricing information is to be included in the Project Narrative (Volume 1). Pricing information is to be included only in the Budget Justification/Narrative (Volume II).

4.2 Proposal Requirements

The submissions subject line shall state the RFA Title and number and either Project Narrative or Budget Justification/Narrative.

The Application shall include the following documents and information in the order specified as follows:

Volume I - Project Narrative Submission

4.2.1 Statement of need (maximum of 2 pages). Applicants must demonstrate that their proposal responds to the documented need for opioid remediation for the population that they are serving. Proposed grant activities must use a data-informed approach to identify unmet need for the population they are serving. Specifically, applicants must identify the zipcodes and populations the grant or program will serve. Relevant population and health data should be used to describe opioid remediation needs, and how the proposal will address existing gaps in services.

4.2.2 Meeting the needs of diverse populations (maximum of 1 page). Program design must include a plan to address the needs of and include diverse populations, including populations identified by the ORF Advisory Council. Applicants should discuss how they will support the provision of American Sign Language (ASL), Limited English Proficient (LEP), Bi/Trilingual interpreter support, and/or other interpreter communication, and/or embed staff within congregate living facilities, (e.g., an American Society of Addiction Medicine (ASAM) residential treatment facilities or in certified recovery residences).

4.2.3 Project Narrative (10 - 12 pages maximum). The Applicant shall address each Scope of Work-SOW requirement outlined in Section 3.2. Any paragraph in the Project Narrative that responds to a Scope of Work (*Section 3.2*) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Application classified as not reasonably susceptible of being selected for an award or the Applicant deemed non-responsive. The Applicant must identify whether the grant or program will be administered by the grantee itself or if it will distribute funding to sub-grantees.

The Project Narrative should describe:

- Opioid remediation activities that will be undertaken (listed in Exhibit E, Schedule A of (List of Opioid Remediation Uses), of the settlement agreement, including the services of any proposed subgrantee(s). A description of activities should also identify key milestones and a timeline to meet proposed activities.
- A description of how the applicant will use evidence-based practices to meet or exceed the requirement(s).

- How many individuals will be served through their project and the method for calculating the projected number of individuals to be served;
- Describe the target population (*include age, gender, race, and ethnicity*);
- Proposed outcome measures to track opioid remediation progress.

4.2.4 The Applicant shall attach a Feasibility/Sustainability plan.

4.2.5 The Applicant shall attach all required documentation in (Section 2.1) (if applicable)

4.2.6 Applications and reports by the subdivisions are public record. All information submitted as part of the proposal is subject to release under the Public Information Act (PIA) and under MD Code State Finance and Procurement §7–331. If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction. If you do not submit a proposed PIA copy, the entire proposal may be disclosed in response to any request. Please do not include any personal information for individual staff members in your proposal.

Volume II - Budget Justification/Narrative Submission

4.2.7 The Applicant shall attach the MDH Budget Form, MDH 4542 (Excel Attachment) and Budget Narrative document with line item justifications. The budget narrative shall detail and align with the itemized budget reflecting the total cost of the proposed activities. The Budget Narrative shall contain all price information in the format specified in Attachment B. The budget categories should include: Personnel (*salary and fringe-if applicable*), consultants; travel; contractual activities; supplies; operating costs; and other project-related expenses.

4.2.8 The Applicant shall attach a Detailed Budget with line-item justifications.

4.2.9 The Applicant shall attach a Detailed Budget Narrative.

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SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Applications will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Applications, participate in Applicant oral presentations and discussions, and provide input to the Procurement Officer and Contract Monitor. The MDH reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Project Narrative Evaluation Criteria

The criteria to be used to evaluate each Project Narrative listed below in descending order of importance. (See Section 3.2)

- 5.2.1 Acknowledged agreement to meet the American with Disabilities Act Statement in Section 3.2.1.1.
- 5.2.2 Opioid remediation activities described in Section 3.2.2.1.
- 5.2.3 Use of evidence based practices described in Section 3.2.2.2.
- 5.2.4 Submission of a feasibility and sustainability plan described in Section 3.2.2.3.
- 5.2.5 The applicant ensures non duplication of funds described in Section 3.2.2.4.
- 5.2.6 The applicant ensures compliance with all applicable requirements established by MDH, by State Finance & Procurement § 7-331, and by the applicable agreements and judgments designated thereunder.
- 5.2.7 Submission of a timeline for implementation as described in Section 3.2.2.5.
- 5.2.8 The applicant's costs are allowable, in accordance with the National Settlement Agreement, as described in Section 3.2.2.6.

5.3 Budget Narrative Evaluation Criteria

The Budget Narrative (including the Budget Form and Budget Narrative), will be evaluated based on cost, time, and effort described in the Project Narrative.

5.4 Selection Procedures

- 5.4.1 General

The Grant will be awarded in accordance with the Standard Grant Agreement method outlined in the Announcement (5.4.2 Award Determination). The State may determine an Applicant to be non-responsive and/or an Applicant's Application to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Applications and prior to Grant award. If the State finds an Applicant to be not responsive and/or an Applicant's Project Narrative to be not reasonably susceptible of being selected for award, that Applicant's Budget Narrative will be returned if the Budget Narrative is unopened at the time of the determination.

5.4.2 Award Determination the Evaluation Committee will recommend awards based on the review of the Project and Budget narratives and the evaluation criteria contained in this section.

REQUIRED SUBMISSION DOCUMENTS

RFA ATTACHMENTS

1. **Attachment B - Budget and MDH Form (MDH 4542 - external spreadsheet)**
This must be completed and submitted with the Project Narrative separately from Technical Proposal
2. **Attachment C - Budget Narrative**
This must be completed and submitted with the Project Narrative
3. **REFERENCE DOCUMENT A - Sample Grant Agreement (pages 24-34)**
This is a sample grant agreement based on other agreements used by MDH. It is provided with the RFA for informational purposes only and is not required to be submitted at Application submission time. Upon notification of award, a grant agreement will be sent to the recommended awardee for signature. The final grant agreement may include additional attachments required by law or the settlement agreement.
4. **RFA Document Checklist**
Use this checklist to ensure that the required documents for the Project Narrative and Budget Narrative are completed.

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REFERENCE EXHIBITS

Exhibit A – Schedule A

<https://stopoverdose.maryland.gov/wp-content/uploads/sites/34/2023/05/Janssen-National-Agreement-Exhibit-E.pdf>

Attachment B – BUDGET FORM**FINANCIAL PROPOSAL FORM**

The Budget Narrative shall contain all price information in the format specified on these pages. Complete the Budget Form only as provided in the Budget Form format. Do not amend, alter or leave blank any items on the Budget Form. Failure to adhere to any of these instructions may result in the Budget Narrative being determined non-responsive and rejected by MDH.

Submitted By:

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Location(s) from which services will be performed (City/State): _____

FEIN: _____

eMMA #: _____

Telephone: (_____) _____ -- _____

Fax: (_____) _____ -- _____

E-mail: _____

Budget Summary (SAMPLE)

Line Item	Qty	Unit Cost	Total Cost
Salary			
Fringe			
Contractual			
Travel			
Operating Costs			
Supplies			
Other			
Other			
Other			
Other			
TOTAL			

Not to Exceed **10%** IDC

*MDH 4542 Form/Spreadsheet is included as a separate attachment in the eMMA announcement.

ATTACHMENT C – BUDGET NARRATIVE

BUDGET NARRATIVE TEMPLATE

Sample Line-Item Justification

Personnel (Project Coordinator): \$15,600

Justification: The Project Coordinator will be responsible for: conducting project-related relationship-building activities with new and existing partners; developing informational and training materials for nursing facility staff on working with older adults in recovery from opioid use disorder, including the specific requirements of serving individuals using MOUD, including fact sheets and social media posts related to the serving older adults in recovery from opioid use disorder; coordinating and facilitating monthly project meetings with partners; conducting awareness-building activities within key demographic areas in the community to engage older adults in recovery from Opioid Use Disorder; developing and providing professional training on working with older adults in recovery and using MOUD at targeted local governmental agencies and private businesses; attending community events relevant to the project and the project's partners. The Project Coordinator will also attend RISEMD meetings, collect data, conduct evaluation activities, prepare reports, and act as a liaison with the MDH Grant Monitor.

\$30/hr x 520 hours = \$15,600

SAMPLE STANDARD GRANT AGREEMENT

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this <enter day> day of <month, year>, between the State of Maryland (the "State"), acting through the Maryland Department of Health, (the "Department"), located at <enter MDH Address> and the <grantee name> (the "Grantee"), located at <grantee address> in <county / city> County, <state, zip>, a Maryland Limited Liability Company / Corporation. .

Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of <amount in words> Dollars (\$ xx,xxx.xx) (the "Grant"), which the Grantee shall use only for the following purposes: <grant purpose>

1. Any expenditure of Grant funds that is not consistent with the Request for Applications, section 7-331 of the State Finance & Procurement Article of the Annotated Code of Maryland, or the purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the Opioid Restitution Fund, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.
2. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).
3. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or

personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.

4. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair practices.

The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;
- The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; ***the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.***
- The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, ***is in good standing***, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and
- 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 legislation establishing or appropriating funds for the Grant.
- Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

5. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department,

the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

6. The Grantee shall comply with Section 7-221, 7-331, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable, including all applicable agreements and judgments designated under section 7-331(h).
7. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.
8. This Agreement shall bind the respective successors and assigns of the parties.
9. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.
10. No amendment to this Agreement is binding unless it is in writing and signed by both parties.
11. The following items are incorporated by reference and made a part of this Agreement Appendix A & B, Attachment A & B.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE

DEPARTMENT

(Name of Corporation or Association)

Maryland Department of Health.
(Name of Corporation or Association)

By: _____.

SEAL

Name: _____.

Title: _____.

By:

SEAL

Name: _____.

Title:

Date: _____.

Date: _____

APPENDIX A

The Department's Grant Monitor is:

The Grantee's Grant Monitor is:

<Name and Title of MDH grant monitor>

<enter name, title, office, grantee agency, address,
phone number and email >

<Office>

Maryland Department of Health

201 W. Preston Street

Baltimore, Maryland 21201

Phone:

Email:

I. CONDITIONS OF AWARD

The grantee/sub-grantee/sub-recipient (circle one), shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee/sub-grantee/sub-recipient, <Enter Grantee Name Here > agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee/sub-grantee/sub-recipient, will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee/sub-grantee/sub-recipient, shall cite < Enter Name of Federal Award > and the MDH <Enter Department Here> as a funding source when publishing or presenting data or programs partially or fully funded by MDH grants.
5. The grantee/sub-grantee/sub-recipient, should inform the MDH <Enter Department Here> as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.

Fiscal Requirements:

1. The grantee/sub-grantee/sub-recipient, shall **not** use <Enter Name of Federal Award> to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;
 - d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
 - f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities; *or*
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee/sub-grantee/sub-recipient will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
3. The grantee/sub-grantee/sub-recipient will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits

The grantee/sub-grantee/sub-recipient shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys

As requested, the grantee/sub-grantee/sub-recipient shall participate fully in the MDH <Enter Department Here> Quality Improvement and Technical Assistance activities, which may include, but are not limited to:

- a. Comprehensive site visits at the Department's request within the project period;
- b. Interviews of staff, review of fiscal and program records, monitoring, risk assessment, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be cataloged for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment

The grantee/sub-grantee/sub-recipient shall be required to participate in a MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub-recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

II. DUTIES OF THE GRANTEE

SCOPE OF WORK:

<Enter all duties and scopes of work for the grant agreement>

II. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the <grantee/sub-recipient/sub-awardee> for this project <MDH awarding agency> will:

- Provide necessary technical support and monitoring to <grantee/sub-recipient/sub-awardee> to ensure state and federal grant compliance. This includes but is not limited to:
 - Completion of the MDH Office of the Inspector General Risk Assessment
 - Completion of the Standard Grant Agreement Checklist
 - Determination of Good Standing with The State of Maryland
 - Review for Debarment, Suspension, or any Exclusion from doing business with Maryland

- Determination regarding No Conflicts of Interest
- Review for compliance with all requirements of State Finance & Procurement § 7-331.
- Review of Single Audits
- Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

APPENDIX B (insert revised budget)

Cost Estimate for:

<Name of Project>

PERIOD OF PERFORMANCE - <Date of Project>

<Enter Budget>

DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(Title)

and the duly authorized representative of

(Name of Grantee/sub-recipient/sub-awardee)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. AFFIRMATION REGARDING DEBARMENT

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

C. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The entity 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 Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

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.

Date: X

By: X
(Authorized Representative and Affiant)

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Services
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENT 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 programs either directly or through State or local governments, by Federal grant, contract, 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 impatiens drug or alcohol treatment, service providers whose sole sources of applicable Federal funds are Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result with the monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/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 sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

X

Signature of Authorized Certifying Official

RFA Document Checklist

Project Narrative Checklist:

- ☐ Transmittal Letter
- ☐ Project Narrative including Scope of Work (*See Section 3.2 Scope of Work – Requirements*)
- ☐ Work Plan (*See Attachment C*)

Budget Narrative Checklist:

- ☐ Budget Form (*See Attachment B – Budget Form*)
- ☐ Budget MDH 4542 Form (*Excel Spreadsheet*)
- ☐ Budget Narrative (*See Attachment C – Budget Narrative*)



Pete Landon, Director, Office of Emergency Services
7/23/2024
County Commissioners Meeting

Item Summary:

Radio Equipment Upgrade for Backup 9-1-1 Center.

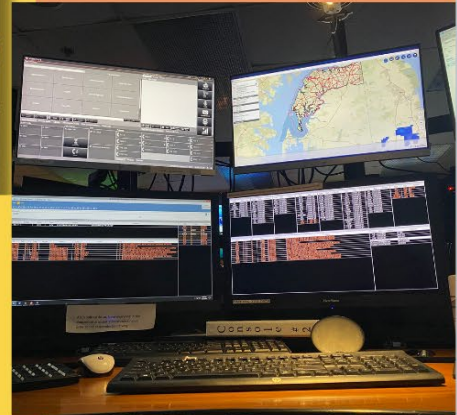
ATTACHMENTS:

Description

Cover Photo

07.23.24 Quote No SO110024, Magnum Electronics, Inc., Radio Equipment OES

07.23.24 Quote No. SQ0493220, Daly, Computer Equipment OES





Delivering Mission-Critical Communications

DUNS: 786404830 CAGE CODE: 0XU03 TAX ID: 161684716

Magnum Electronics, Inc.
927 Horsepond Road
Dover DE 19901
United States

BILL AND SHIP TO:

Kent County Emergency Services, Brad Russum
104 Vickers Dr
Unit D
Chestertown MD 21620
United States
+1 410-778-3758

Quote #: SO110024 Quote Date: 03/12/2024 Prepared By: Scott Outten Payment Terms: NET 30 Expiration Date: 09/02/2024

IMAGE	DESCRIPTION	QUANTITY	PRICE	TAXES	TOTAL
Console Position Hardware/Software					
	[DSSFWSOUCTEXT1SK] Motorola Avtec Scout EX Console - Tier 1, IRR, SW Key Version	5.0 Each	\$ 12,835.00	EXEMPT 0%	\$ 64,175.00
	[DSACCUSBSPK2] Motorola Avtec USB Dual Speaker Kit for Software Console	5.0 Each	\$ 1,162.00	EXEMPT 0%	\$ 5,810.00
	[DSACCUSBMIC] Motorola Avtec USB Desk Mic for Software Console	5.0 Each	\$ 776.00	EXEMPT 0%	\$ 3,880.00
	[DSACCUSBHJB] Motorola Avtec USB Jack Box Accessory for Software Media Workstation	5.0 Each	\$ 1,188.00	EXEMPT 0%	\$ 5,940.00
	[DSACCUSBFWSING] Motorola Avtec USB PTT Footswitch Accessory Software Media Workstation	5.0 Each	\$ 323.00	EXEMPT 0%	\$ 1,615.00
	[DSACCHED6WNC] Motorola Avtec Complete 6W Noise-Cancelling Headset	5.0 Each	\$ 366.00	EXEMPT 0%	\$ 1,830.00

IMAGE	DESCRIPTION	QUANTITY	PRICE	TAXES	TOTAL
	[DSUSBHUB10] Motorola Avtec 10 Port USB Hub, USB 3.0	5.0 Each	\$ 464.00	EXEMPT 0%	\$ 2,320.00
Subtotal					\$ 85,570.00
Gateways & Endpoint Hardware/Software					
	[DSSFWVPGLOSK] Motorola Avtec Redundant VPGate Software License	1.0 Each	\$ 8,868.00	EXEMPT 0%	\$ 8,868.00
	[DSSFWVPGMIPLINK] Motorola Avtec Supplementary VPGate Motorola IP Link Endpoint License - APX	9.0 Each	\$ 2,350.00	EXEMPT 0%	\$ 21,150.00
	[DSOUTPOSTPLUS2R] Motorola Avtec OutpostPlus Radio Gateway	1.0 Each	\$ 2,435.00	EXEMPT 0%	\$ 2,435.00
	[DSOUTPOSTPLUSCFG] Motorola Avtec OutpostPlus Conguration Tool	1.0 Each	\$ 214.00	EXEMPT 0%	\$ 214.00
Subtotal					\$ 32,667.00
Racking Equipment					
	[DSOUTPOSTPLUSPSNA] Motorola Avtec OutpostPlus Power Supply	1.0 Each	\$ 107.00	EXEMPT 0%	\$ 107.00
	[DSOUTPOSTPLUSSHELF] Motorola Avtec OutpostPlus Rackmount Shelf	1.0 Each	\$ 214.00	EXEMPT 0%	\$ 214.00
	[DSOUTPOSTPLUSUS] Motorola Avtec OutPostPlus Power Cord	1.0 Each	\$ 16.00	EXEMPT 0%	\$ 16.00
Subtotal					\$ 337.00



Delivering Mission-Critical Communications

DUNS: 786404830 CAGE CODE: 0XU03 TAX ID: 161684716

Magnum Electronics, Inc.

927 Horsepond Road

Dover DE 19901

United States

IMAGE	DESCRIPTION	QUANTITY	PRICE	TAXES	TOTAL
Installation and Configuration					
	[SVC] Technical Service	1.0 Hour(s)	\$ 18,750.00	EXEMPT 0%	\$ 18,750.00
Subtotal					\$ 18,750.00
ScoutCare Software Maintenance, Technical Support, Web Portal Access, & Maintenance Program for Hardware Repairs for Years 2-5 (Year 1 = no cost)					
	[DSSCOUTCARET1] Motorola Avtec ScoutCare Software Maintenance, 24/7/365 Technical Support	4.0 Each	\$ 14,526.25	EXEMPT 0%	\$ 58,105.00
	[DSHARDWARE] Motorola Avtec ScoutCare Annual Hardware Extended Maintenance	4.0 Each	\$ 1,086.25	EXEMPT 0%	\$ 4,345.00
Quote does not include PC hardware, monitors, network equipment. Customer is responsible for supplying power and network access.					
Subtotal					\$ 62,450.00

Untaxed Amount	\$ 199,774.00
Taxes	\$ 0.00
Total	\$ 199,774.00


The County Commissioners of Kent County
07/23/24



Excellence in Enterprise IT

Corporate Headquarters
5300 Spectrum Drive
Frederick, MD 21703

Tel: 301-670-0381 800-955-3259
Fax: 301-963-1516 www.daly.com

State Of Maryland Quotation

DOIT 060B5400007
Desktop, Laptop, and Tablet

Quotation #: SQ0493220
Quotation Date: 7/3/2024
Quoted By: Mary Zalinsky
Project:
Phone: Ext:
Sales Team: Maryland
Customer Number: 15634

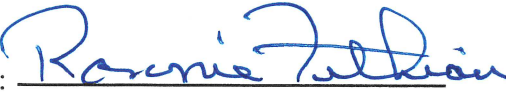
MD-KENT COUNTY GOVT

Contact: APRIL BITTER
Email: abitter@kentgov.org
Phone: 410-778-5315

This Quote Is Valid For 30 Days

Item no	MFG Code	Description	Qty	List Price	Disc %	Unit Price	Extended Price
86Y64UT#ABA	HPC	HP Elite Mini 800 G9 i713700T 16GB/256	5	1,339.00	31.67	915.00	4,575.00

Total \$4,575.00

Accepted By: 

Date: 7-23-24

**Just announced! The 2024 DALY Technology Showcase dates are:
October 22 (Annapolis, MD) and October 24 (Richmond, VA)
Pre-register today at www.daly.com/dts2024**

Terms and Conditions

Please check your shipment immediately for accuracy and condition. Notify your Account Executive of any shipment discrepancies or damages. Unless otherwise provided by contract, all returns for credit or replacement must be made within seven (7) days of receipt. Buyer may only return products with the Seller's consent. No returns will be accepted without a Daly Return Authorization Number. All original contents and packing material must be returned. There must be no markings or writing on the manufacturer's packaging. The Return Authorization Number must be clearly marked on the shipping label only. All products including the manufacturer carton(s) should be packed into an additional carton to help prevent damage while in transit.

DO NOT WRITE ON OR DEFACE ORIGINAL PACKAGING

Phone/credit card orders will not be accepted without a signed quote being
returned to Daly via fax, or digital PDF format. Thank you.



Pete Landon, Director Office of Emergency Services
7/23/2024
County Commissioners Meeting

Item Summary:

The Kent County Office of Emergency Services requested and received funding from the Maryland 911 Board to upgrade/update the VESTA emergency phone systems at the Primary, and backup 9-1-1 Centers. Included in this upgrade/update are Command Post positions and the addition of the ECaTs Reporting system.

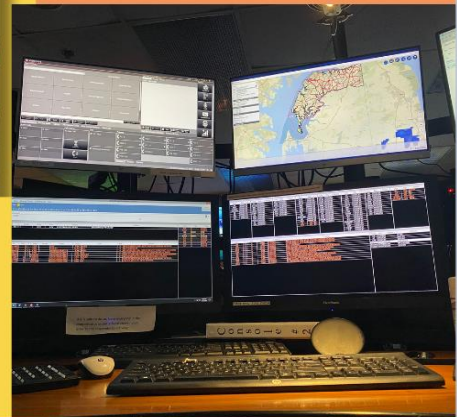
ATTACHMENTS:

Description

Office of Emergency Services NA Cover

07.23.24 Contract MD DOIT PBX IV, Carousel Industries, Vesta 9-1-1 Upgrade OES

07.23.24 Quote 56867 Renewal Annual Support , Carousel Industries, Vesta 9-1-1 OES





Proposal For: Kent County, MD

FINAL

Solution Proposed VESTA® 9-1-1 Upgrade
Date: April 30, 2024
Contract MD DOIT PBX IV Contract

Multi-Site Summary

Design Assumptions- Provides a Multi-Site Geo-Diverse VESTA 9-1-1 Upgrade

Redundant MDS and DDS DL380 servers in a virtualized design with Command Central Cloud Services, VESTA Map Local, VESTA SMS module, VESTA Analytics, Activity View, ECaTs, and Enhanced Data Module for RapidSOS

End to End Managed SIP Solution Including Non Emergency Trunking with LTE/Internet Back UP, Fraud/Spoofing Detection, and Robo/SPAM Call Blocking

*FortiGate 80F Remote Access Firewalls w/5YRs Fortiguard, Patch Management, and Unified Threat Management Subscription
 FortiGate SD WAN with Dual Power*

5 Years of HP Extended Warranties for the Servers and Workstations

5 Years VESTA Software Support, Managed Services (M&R, Anti-Virus and Patch Management)

Kent Host A

Command Central Cloud Services-Citizen Input/Smart Transcription for (18) Eighteen Users

Upgrade to Advanced VESTA Licensing

Enhanced Data Window Subscription for Five (5) Years-RapidSOS Integration

Six (6) VESTA 9-1-1 Positions-ProDesk Mini with SAM, 24" WS Monitors, IRR, and Genovation Keypads

Additional Monitor and Memory in Support of VESTA Map Local

One (1) Vesta Softphone Position with, SAM, 27" WS Monitors, IRR, and Genovation Keypads

Three (3) VESTA 9-1-1 CommandPOST Positions with SAM, IRR, and Genovation Keypads

One Mediant 800Cs Session Border Controller with Dual Power for Administrative SIP Trunking

Two (2) Cisco 9200 VESTA Core Switches with Redundant Power

Two (2) Network Expansion Modules 1 Gb

Four (4) Bi- Directional Cisco GBIC SFPs (Reuse Existing Interhost Link Strands for parallel Service versus New Fiber)

Two FortiGate 60F FW for EIM/SMS Transition

One (1) 42" 2-Post Rack

Five (5) Digital Display Clocks

One (1) Netclock with Ethernet Expansion Module

Recommend Critical Spares

Kent Host B

Five (5) VESTA 9-1-1 Positions-ProDesk Mini with SAM, 24" WS Monitors, IRR, and Genovation Keypads

Additional Monitor and Memory in Support of VESTA Map Local

Two (2) Cisco 9200 VESTA Core Switches with Redundant Power Supplies

Two (2) Network Expansion Modules 1 Gb

Four (4) Bi- Directional Cisco GBIC SFPs (Reuse Existing Interhost Link Strands for parallel Service versus New Fiber)

One Mediant 800Cs Session Border Controller with Dual Power for Administrative SIP Trunking

One (1) FortiGate 60F with FortiGuard (5) Year UTM and Replacement

One (1) Digital Display Clock

One (1) Netclock with Ethernet Expansion Module

Reuse Cabinet/Rack

Pricing is valid for 90 days

Kent-Host A	\$1,074,261.37
Kent- Host B	\$405,479.25
Freight	\$6,980.00
Total Solution:	\$1,486,720.62



All new products are guaranteed to be as specified by the manufacturer's documentation, and are provided with the manufacturer's standard Product warranty. All refurbished components are covered by a Carousel direct warranty.

Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products, unless otherwise specified on the Quote. Any changes to the above Products and /or Scope of Work will require the written authorization of both Carousel and the Customer. Pricing does not include taxes and freight charges, and as applicable, these costs will be added to the invoice.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

By: Ronnie Fithian Title: President Date: 07-23-24

Proposal For: Kent County, MD **FINAL**
Solution Proposed VESTA® 9-1-1 Upgrade
Site Name: Host A-
Date: April 30, 2024

CommandCentral Cloud Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		<i>Note: Per Customer request, Citizen Input, Smart Transcription</i>			
1	870899-60002.0	VESTA® 9-1-1 Cloud Interface V911 CLOUD INTERFACE - NO API	\$0.00	EA	\$0.00
7	873090-11302	VESTA® 9-1-1 Citizen Input and Smart Transcription V911 SMART TRANSCRIPT LIC	\$0.00	EA	\$0.00
7	873090-11301	V911 CITIZEN INPUT LIC	\$0.00	EA	\$0.00
18	809800-35605	CI/ST BUNDLE NAMED USER 5YR	\$3,205.71	EA	\$57,702.86
		VESTA® 9-1-1 Citizen Input and Smart Transcription Implementation Services <i>Note: System Implementation services are required for installation of Citizen Input / Smart Transcription bundle.</i>			
7	809800-16990	CI / ST BUND SYS IMP- PER POS	\$200.00	EA	\$1,400.00
1	809800-16991	CI / ST BUND SYS IMP- 1ST AGENCY/ SITE	\$10,228.57	EA	\$10,228.57
CommandCentral Cloud Services Subtotal					\$69,331.43

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 <i>Note: Existing (9) VESTA 9-1-1 support valid thru 2/6/2024. Upgrade and no-charge licenses are applicable only while existing support is active. Full charge licenses are required if existing support expires.</i>			
1	870899-0104R8.1U	V911 R8.1 LIC/DOC/MED UPG	\$0.00	EA	\$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00	EA	\$0.00
		VM Medium Server Bundle <i>Note: The Large Server Bundle is for PSAP's up to 80 positions with an annual call volume of 1,000,000 or less.</i>		EA	\$0.00
1	853031-DLSSVRGD2	V-DL SVR BNDL SML GEO	\$26,347.43	EA	\$26,347.43
1	06500-00201	2-POST RELAY RACK MNT KIT	\$506.29	EA	\$506.29
1	870890-75004	VIRTUAL MEDIA SET 017B	\$0.00	EA	\$0.00
1	04000-68009	V-SVR BASIC SPT 5YR	\$680.00	EA	\$680.00
		VESTA® 9-1-1 Features ESInet Interface Module (EIM) <i>Note: Pricing is provided for budgetary purposes only. Equipment/service requirements may change upon selection of ESInet Service Provider.</i>			
6	873090-11102U	V911 LIC EIM MOD	\$0.00	EA	\$0.00
2	03800-03070	FIREWALL 60F <i>Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>	\$850.29	EA	\$1,700.57
2	03800-03075	WARR FIREWALL 60F 5YR	\$881.14	EA	\$1,762.29
2	809800-00200	CFG NTWK DEVICE	\$190.00	EA	\$380.00
208	809800-17006	FIELD ENG-EXPRESS	\$104.29	EA	\$21,691.43

		<i>Note: FE for installing i3 EIM and/or DPI, post VESTA installation.</i> <i>Includes:</i> - Firewall Configuration - EIM Configuration - Carrier Failover Testing - Operational Readiness Testing <i>Note: Additional 32 units of Remote FE per agency for Operational Readiness Testing (end-to-end testing prior to cut) when there is more than 1.</i> <i>Note: If customer has an existing firewall for EIM and wishes to add DPI, another firewall configuration is required to reconfigure the firewall to add DPI.</i>			
2	809800-51013	PROJECT MGMT - SUPPORT	\$1,898.01	EA	\$3,796.03
		VESTA® SMS			
		<i>Note: Customer is responsible for Text Control Center (TCG) services and network charges.</i>			
1	870891-66301	VESTA 9-1-1 SMS LIC	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 1</i>	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 2</i>	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 3</i>	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 4</i>	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 5</i>	\$0.00	EA	\$0.00
		VESTA RapidSOS			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,178.66	EA	\$1,178.66
		<i>Note: Annual Subscription - Year 1</i>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,178.66	EA	\$1,178.66
		<i>Note: Annual Subscription - Year 2</i>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,178.66	EA	\$1,178.66
		<i>Note: Annual Subscription - Year 3</i>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,178.66	EA	\$1,178.66
		<i>Note: Annual Subscription - Year 4</i>			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	\$1,178.66	EA	\$1,178.66
		<i>Note: Annual Subscription - Year 5</i>			
		Monitoring, PM & AV Service: IP Devices			
		<i>Note: Includes (2) CFS Linux VMs, (1) CFS Host</i>			
3	870891-66403	M&R NETWORK/IP LICENSE	\$112.86	EA	\$338.57
3	809800-16347	M&R IP DEVICE SRVC 5YR	\$2,828.93	EA	\$8,486.79
		VESTA® 9-1-1 CDR Module			
1	873099-00602U	V911 CDR SVR LIC UPGD	\$0.00	EA	\$0.00
6	873099-01102U	V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
		VESTA® 9-1-1 Activity View			
6	873099-00802U	V911 ACT VIEW LIC PER ST UP	\$0.00	EA	\$0.00
1	873099-00702U	V911 ACTIV VIEW SYS LIC UPG	\$0.00	EA	\$0.00
1	809800-35124	V911 ACT VIEW SW SPT 5YR	\$5,201.89	EA	\$5,201.89
		Geo Diverse Add On License			
1	BA-MGD-VSSL	GEO-DIV LIC SYS	\$0.00	EA	\$0.00
		VESTA® 9-1-1 Prime Standard Operations			
6	PS-OPR-VSML-M	VPRIME MLTP SEAT LIC NFEE	\$0.00	EA	\$0.00
6	SA-0AD-VSSL-5Y	SPT VADV ADD-ON 5YR	\$8,171.51	EA	\$49,029.09
		VESTA® 9-1-1 Basic/Prime to VESTA® 9-1-1 Advanced Licenses			
		<i>Note: RapidSOS and AAC Required Advanced Support</i>			
6	PA-0AD-VSSL	VADV LIC ADD-ON	\$0.00	EA	\$0.00
6	SA-0AD-VSSL-5Y	SPT VADV ADD-ON 5YR	\$2,231.67	EA	\$13,390.03
		VESTA® 9-1-1 IRR Module			
		<i>Site to reuse Dangles</i>			

6	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
6	809800-35114	V911 IRR SW SPT 5YR	\$1,477.64	EA	\$8,865.86
VESTA® Workstation Equipment					
6	61000-409623	DKTP ELITE MINI 800 G9 W/O OS	\$2,046.86	EA	\$12,281.14
6	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$162.29	EA	\$973.71
6	63000-241694	MNTR 24IN FP IPS	\$464.00	EA	\$2,784.00
6	64007-50025	KEYPAD 48-KEY USB CBL 25FT	\$341.43	EA	\$2,048.57
24	65000-13404	CBL USB 2.0 A/B 15FT	\$8.00	EA	\$192.00
6	65000-00197	KIT CBL DP/USB 15FT EXT	\$30.00	EA	\$180.00
<i>Note: Extension cable kit if extension is required without KVM - directly from PC and monitor to keyboard/mouse.</i>					
6	853030-00302	V911 SAM HDWR KIT	\$0.00	EA	\$0.00
12	833401-00101G-15	CBL SAM JKBX 15FT	\$2,412.00	EA	\$14,472.00
6	853004-00401	SAM EXT SPKR KIT	\$51.43	EA	\$617.14
6	65000-00124	CBL PATCH 15FT	\$240.00	EA	\$1,440.00
6	02800-20501	HDST 4W MOD ELEC MIC BLK	\$20.00	EA	\$120.00
6	03044-20000	HDST CORD 12FT 4W MOD BLK	\$52.86	EA	\$317.14
6	809800-35109	V911 IWS CFG	\$4.29	EA	\$25.71
6	809800-35108	V911 IWS STG FEE	\$285.71	EA	\$1,714.29
6	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$428.57	EA	\$2,571.43
			\$68.57	EA	\$0.00
VESTA® 9-1-1 Admin Printer					
<i>Note: Customer will provide printer equipment</i>					
Network Equipment					
2	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR	\$7,973.71	EA	\$15,947.43
2	04000-09204	SWITCH 9200 SECONDARY PWR SUPPLY	\$781.71	EA	\$1,563.43
2	04000-09205	SWITCH 9200 SECONDARY PWR SUPPLY CBL	\$50.29	EA	\$100.57
2	04000-09211	SWITCH 9200 NETWORK EXP MOD 1GB	\$506.29	EA	\$1,012.57
2	04000-02919	USB CONSOLE CBL	\$137.14	EA	\$274.29
4	04000-01086	GBIC SFP MOD GLC-BX-U	\$2,140.57	EA	\$8,562.28
Peripherals & Gateways					
<i>Note: Peripherals & Gateways not Requested</i>					
Session Border Controllers (SBC)					
1	M800C-ESBC	MEDIANT 800C ESBC WITH 0 SBC SESSIONS.	\$1,654.00	EA	\$1,654.00
5	ACTS24X7-M800_S2/YR	24x7 Annual Remote Support	\$250.00	EA	\$1,250.00
5	AHR-M800_S2/YR	AHR-M800_S2/YR	\$72.00	EA	\$360.00
1	FRU/M800C-PS	SPARE PART - AC/DC POWER ADAPTER FOR MED	\$320.00	EA	\$320.00
5	ACTS24X7-M800_S12/YR	24x7 Annual Remote Support	\$56.00	EA	\$280.00
5	AHR-M800_S12/YR	Advanced Hardware Replacement (AHR) Service	\$16.00	EA	\$80.00
2	SW/SBC/10S/10-250	SBC SESSION LICENSE UPGRADE FOR 10 SESSIONS	\$588.00	EA	\$1,176.00
10	ACTS24X7-SBC_S80/YR	Support Contract ACTS 24x7	\$96.00	EA	\$960.00
1	UC-EMPO-INFRA-C-AGW	SIP/TDM/SRST/Analog Gateway, EMP Operate	\$158.40	EA	\$9,504.00
ALI/CAD Output					
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$907.43	EA	\$907.43
8	65000-00262	KIT CBL RJ11 ADPTR DB25	\$21.43	EA	\$171.43
1	04000-01751	TS-4 PORT TERMINAL SVR	\$1,028.57	EA	\$1,028.57
1	65000-00182	CBL RJ45-10P/DB25M 4FT	\$50.29	EA	\$50.29
2	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$1,006.86	EA	\$2,013.71
2	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$14.29	EA	\$28.57
<i>Additional set of (1) TS-4 device and (4) cables per host:</i>					
1	04000-01751	TS-4 PORT TERMINAL SVR	\$1,028.57	EA	\$1,028.57
4	65000-00182	CBL RJ45-10P/DB25M 4FT	\$50.29	EA	\$201.16
Rack & Peripheral Equipment					
1	06500-55053	7FT EQUIPMENT RACK 19IN	\$392.86	EA	\$392.86
1	63000-192610	MNTR LCD 19IN	\$582.86	EA	\$582.86
1	04000-00809	KVM 8-PORT SWITCH USB	\$849.14	EA	\$849.14
Time Synchronization Equipment					
<i>Note: Customer to reuse antenna, surge, post mount kit</i>					
1	2402-013	SecureSync Model 2402-013	\$6,715.00	EA	\$6,715.00
1	8224-21050	GPS Splitter, 1:2, no amp	\$857.15	EA	\$857.15
1	PSP	Premium Support Package (PSP)	\$2,040.00	EA	\$2,040.00
1	1204-4A	SecureSync Quad Gigabit Ethernet Option Card	\$3,485.71	EA	\$3,485.71
4	SFP-Copper	Copper SFP Module	\$200.00	EA	\$800.00
1	CA08R-0000-0010	NetClock/NENA type breakout cable for SecureSync 2400	\$342.86	EA	\$342.86

5	04000-08181	DIGI DSPLY CLOCK AND PWR	\$1,772.00	EA	\$8,860.00
VESTA 9-1-1 Subtotal					\$261,206.54

VESTA® 9-1-1 Soft Phones

Qty.	Part No.	Description	Unit Price	U/M	Total
1	853031-SFTPHN-1	Soft Phones ENH SOFT PHN BNDL W10	\$3,898.44	EA	\$3,898.44
1	873090-11102U	ESinet Interface Module (EIM) V911 LIC EIM MOD UPGD	\$0.00	EA	\$0.00
1	873099-01102U	VESTA® 9-1-1 CDR Module V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
1	PA-MSG-ASSL-M	VESTA® Analytics - Standard Multi Product Purchase V-ANLYT STD SEAT LIC MIG	\$0.00	EA	\$0.00
1	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	\$966.53	EA	\$966.53
FortiGate 60F Remote Access Firewall Subtotal					\$4,864.97

VESTA® CommandPOST

Qty.	Part No.	Description	Unit Price	U/M	Total
3	873090-11102U	ESinet Interface Module (EIM) V911 LIC EIM MOD UPGD	\$0.00	EA	\$0.00
3	873099-01102	VESTA® 9-1-1 CDR Module V911 CDR PER SEAT LIC	\$141.43	EA	\$424.29
2	873099-00802	VESTA® 9-1-1 Activity View V911 ACT VIEW LIC PER ST	\$1,178.57	EA	\$2,357.14
1	873099-00802U	V911 ACT VIEW LIC PER ST UP	\$0.00	EA	\$0.00
1	PS-OPR-VSML-M	VESTA® 9-1-1 Prime Standard Operations VPRIME MLTP SEAT LIC NFEE	\$0.00	EA	\$0.00
2	PS-OPR-VSML	VPRIME MLTP PER SEAT LIC	\$7,464.29	EA	\$14,928.57
3	SS-OPR-VSSL-5Y	SPT VPRIME 5YR	\$8,171.51	EA	\$24,514.54
3	PA-0AD-VSSL	VESTA® 9-1-1 Basic/Prime to VESTA® 9-1-1 Advanced Licenses VADV LIC ADD-ON	\$0.00	EA	\$0.00
3	SA-0AD-VSSL-5Y	SPT VADV ADD-ON 5YR	\$2,231.67	EA	\$6,695.01
1	873099-00502U	VESTA® 9-1-1 IRR Module V911 IRR LIC UPGD	\$0.00	EA	\$0.00
2	873099-00502	V911 IRR LIC/MED	\$1,563.57	EA	\$3,127.14
3	809800-35114	V911 IRR SW SPT 5YR	\$1,477.64	EA	\$4,432.93
3	61050-G819605-5Y	CommandPOST Hardware HP LAPTOP W/O OS & WARR 5YR	\$3,484.29	EA	\$10,452.86
3	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$162.29	EA	\$486.86
3	65000-00263	DOCK STATION THUNDERBOLT KIT	\$722.86	EA	\$2,168.57
3	64021-10025	KYBD/MOUSE BNDL	\$88.00	EA	\$264.00
3	63000-241693	MNTR 27IN FP LED LCD	\$946.29	EA	\$2,838.86
3	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$205.71	EA	\$617.14
3	853004-00301	CPOST SAM HDWR KIT	\$3,445.71	EA	\$10,337.14
6	833401-00101G-15	CBL SAM JKBX 15FT	\$51.43	EA	\$308.57
3	853004-00401	SAM EXT SPKR KIT	\$240.00	EA	\$720.00
3	65000-00124	CBL PATCH 15FT	\$20.00	EA	\$60.00
3	04000-01093	SWITCH KM 4-PORT	\$1,638.57	EA	\$4,915.71
12	65000-13404	CBL USB 2.0 A/B 15FT	\$8.00	EA	\$96.00
3	02800-20501	HDST 4W MOD ELEC MIC BLK	\$52.86	EA	\$158.57
3	03044-20000	HDST CORD 12FT 4W MOD BLK	\$4.29	EA	\$12.86
3	809800-35109	V911 IWS CFG	\$285.71	EA	\$857.14
3	809800-35108	V911 IWS STG FEE	\$428.57	EA	\$1,285.71
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$68.57	EA	\$68.57
2	PA-MSG-ASSL-M	VESTA® Analytics Licensing & Support <i>Note: Transferring 1 V-Analytics Licenses from Side B to Side A</i> V-ANLYT STD SEAT LIC MIG	\$0.00	EA	\$0.00
1	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC	\$1,021.43	EA	\$1,021.43
3	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	\$966.53	EA	\$2,899.59

		VESTA® Map Local <i>Note: VESTA Map Local R4 and R5 is supported with VESTA® R7.7 or later.</i>			
2	871391-50101.0	VMAP LOCAL PREM LIC ONLY	\$5,892.86	EA	\$11,785.71
1	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
3	809800-46005	VMAP LOCAL PREM CONTRACT 5YR	\$4,503.09	EA	\$13,509.26
3	04000-46005	VMAP LOCAL PREM SPT 5YR	\$0.00	EA	\$0.00
		Monitoring, PM & AV Service: Workstations <i>Note: Includes (3) Laptops</i>			
		<i>In order to provide Managed Services offerings for CommandPOST positions, they are required to be connected to the VESTA 9-1-1 system and active at all times.</i>			
3	870891-66402	M&R WKST AGENT LICENSE	\$205.71	EA	\$617.14
3	809800-16381	M&R PM AV WKST SRVC 5YR	\$4,243.40	EA	\$12,730.20
VESTA CommandPOST Subtotal					\$134,691.53

FortiGate 80F SD WAN & Remote Access Firewall

Qty.	Part No.	Description	Unit Price	U/M	Total
Host A					
1	FWF-80F-2R-3G4G-DSL-A-BDL	Hardware plus FortiCare Premium and FortiGuard Enterprise Protection	\$14,436.39	EA	\$14,436.39
1	SP-FG80E-POE-PDC	AC power adaptor-Dual	\$106.00	EA	\$106.00
1	SP-FG60CPCOR-US	FORTINET INC. : Power cord, C6 inlet, US for FG-80D, FG80E series	\$10.00	EA	\$10.00
1	SP-RACKTRAY-02	Rack mount tray for all FortiGate E series and F series	\$188.00	EA	\$188.00
1	SEC-PRO-FW-SOHO	NGFW SOHO Appliance Implementation	\$970.39	EA	\$970.39
1	SEC-EMPO-FW-BSE	NGFW Appliance, EMP Operate (60 Months)	\$139.00	EA	\$8,340.00
FortiGate 80F SD WAN & Remote Access Firewall Subtotal					\$24,050.78

VESTA Non Emergency Trunking with LTE/Internet Back Up

Qty.	Part No.	Description	Unit Price	U/M	Total
1	UC-BUN-SIP-BW	SIP Services, Bandwidth	\$0.00	EA	\$0.00
40	UC-AAS-SIP-BW-STDC	Standard Calling Plan (DID + 911 + Unlimited Local/LD- 60 Month)	\$3.83	EA	\$9,198.00
1	UC-PRO-SIP-BW-ECC	Emergency Call Center (ECC) charge	\$142.50	EA	\$142.50
1	UC-BUN-INFRA-C-SBC	Cisco On-Premises UC, Session Border Controllers Services	\$0.00	EA	\$0.00
2	UC-EMPO-INFRA-C-AGW	SIP/TDM/SRST/Analog Gateway, EMP Operate	\$158.40	EA	\$19,008.00
1	ATS-AAS-CIR-ETH20M	Layer 2 Circuit, 20Mb-Verizon (60 Month)	\$661.23	EA	\$39,673.80
1	ATS-AAS-CIR-ETH20M	Layer 2 Circuit, 20Mb-Breezeline (60 Month)	\$558.80	EA	\$33,528.00
1	ATS-3PN-CUST	Third Party One-time Services	\$1,850.00	EA	\$1,850.00
2	ATS-3PR-WDP-ATT	Wireless Data Plan, ATT - Monthly Recurring Charges (60 Month)	\$22.50	EA	\$2,700.00
1	UC-BUN-GOVERNANCE	Governance Services	\$0.00	EA	\$0.00
1	UC-BUN-SIP-BW	SIP Services, Bandwidth	\$0.00	EA	\$0.00
1	UC-PRO-GOV-INITIATE	UC Project Initiation	\$321.75	EA	\$321.75
1	UC-PRO-GOV-KICKOFF	UC Project Kickoff Meeting	\$957.00	EA	\$957.00
1	UC-PRO-GOV-3RDPARTY	UC Governance of 3rd party services.	\$1,287.00	EA	\$1,287.00
40	UC-PRO-SIP-BW-DIDPORT	Port/Activation charge for (1) Existing DID	\$0.75	EA	\$30.00
1	UC-PRO-SIP-BW-ECC	Emergency Call Center (ECC) charge	\$142.50	EA	\$142.50
1	UC-PRO-SIP-BW-DIDACT	Project Port/Activation charge	\$340.32	EA	\$340.32
1	UC-BUN-INFRA-C-SBC	Cisco On-Premises UC, Session Border Controllers Services	\$0.00	EA	\$0.00
2	UC-PRO-INFRA-C-SIPGW	SIP/TDM/SRST Gateway Deployment	\$898.56	EA	\$1,797.12
VESTA Non Emergency Trunking Subtotal					\$110,975.99

VESTA® Analytics

Qty.	Part No.	Description	Unit Price	U/M	Total
VESTA® Analytics Standard - Multi Product Purchase					
6	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	\$0.00	EA	\$0.00
6	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	\$966.53	EA	\$5,799.17
VESTA® Analytics Subtotal					\$5,799.17

ECaTs

Qty.	Part No.	Description	Unit Price	U/M	Total
MIS Reporting-Recurring					
60	ECATS-MIS-T3	MIS Data Services - Tier 4 : 250K - <500K (10-19 Pos) -Yr 1-5	\$478.00	EA	\$28,680.00
60	ECATS-MIS-BU	ECaTs MIS Reporting for Backup PSAP per PSAP	\$289.00	EA	\$17,340.00

120	ECATS-SMS-ADD	Text to 911 Reporting-Recurring (Per PSAP) Text-2-911 Add-on (per PSAP) Monthly Pricing - Year 1-5	\$77.00	EA	\$9,240.00
120	ECATS-I3-ADD	ECaTS i3 Reporting ECATS i3 Add-on (per PSAP) Monthly Pricing	\$93.00	EA	\$11,160.00
120	ECATS-AO-BRP-3	ECaTS VESTA Silver Bundle ECaTS Reports Silver Bundle - 3 Reports (per PSAP) Monthly Pricing -	\$26.00	EA	\$3,120.00
VESTA® Analytics Subtotal					\$69,540.00

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		<i>Note: Kent Co 911 MD - A is currently running on VMAP LOCAL R4 Upgrading to VMAP LOCAL R5</i>			
		VESTA® Map Local			
1	871399-50105.0U	VMAP LOCAL R5 PREM MED UPGD	\$0.00	EA	\$0.00
6	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
7	809800-46005	VMAP LOCAL PREM CONTRACT 5YR	\$4,503.09	EA	\$31,521.60
7	04000-46005	VMAP LOCAL PREM SPT 5YR	\$0.00	EA	\$0.00
1	809800-44119	VMAP LOCAL GIS SVCS	\$6,871.87	EA	\$6,871.87
		VESTA® Map Local - Additional Hardware			
7	63000-241693	MNTR 27IN FP LED LCD	\$946.29	EA	\$6,624.03
		VESTA Map Local Installation			
29	809800-17006	FIELD ENG-EXPRESS <i>Note: Channel to install RAM onsite. Motorola Solutions Connectivity FE remote installation/configuration of VML software, map build per workstation.</i>	\$104.29	EA	\$3,024.29
VESTA® Map Local Subtotal					\$48,041.79

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		Monitoring & Response (M&R): Activation Fee <i>Note: M&R Activation Fees will apply if M&R services are disabled prior to receipt of a PO for the M&R support renewal</i>			
1	809800-14151	M&R ACT FEE, MED SITE	\$3,066.67	EA	Optional
		Monitoring, PM & AV Service: Servers <i>Note: Includes (1) DDS Server</i>	\$0.00	EA	\$0.00
1	870891-66401	M&R SVR AGENT LICENSE	\$702.86	EA	\$702.86
1	809800-16365	M&R PM AV SVR SRVC 5YR	\$10,520.91	EA	\$10,520.91
		Monitoring, PM & AV Service: Workstations <i>Note: Includes (6) Workstations, (1) Management Console, (1) Softphone Workstation</i>			
8	870891-66402	M&R WKST AGENT LICENSE	\$205.71	EA	\$1,645.71
8	809800-16381	M&R PM AV WKST SRVC 5YR	\$4,243.40	EA	\$33,947.20
		Monitoring, PM & AV Service: IP Devices <i>Note: Includes (1) Virtual Host/Machines, (1) MDS Servers, (1) ASN Node 1, (1) ASN Repo, (2) Firewalls for EIM/SMS, (2) Cisco Switches, (2) SBC Gateway Devices</i>			
10	870891-66403	M&R NETWORK/IP LICENSE	\$112.86	EA	\$1,128.57
10	809800-16347	M&R IP DEVICE SRVC 5YR	\$2,828.93	EA	\$28,289.29
Managed Services Subtotal					\$76,234.54

Critical Spares

Qty.	Part No.	Description	Unit Price	U/M	Total
		Cables and Switches			
1	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR	\$7,973.71	EA	\$7,973.71
1	04000-09204	SWITCH 9200 SECONDARY PWR SUPPLY	\$781.71	EA	\$781.71

1	04000-09205	SWITCH 9200 SECONDARY PWR SUPPLY CBL	\$50.29	EA	\$50.29
ProDesk Mini Workstation Equipment					
1	61000-409623	DKTP ELITE MINI 800 G9 W/O OS	\$2,046.86	EA	\$2,046.86
1	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$162.29	EA	\$162.29
1	64000-40121	8GB RAM DDR4-3200 805 G6	\$203.43	EA	\$203.43
1	6400C-40053	8GB RAM ZBOOK POWER G5/G6/G7/G8	\$412.57	EA	\$412.57
1	63000-241693	MNTR 27IN FP LED LCD	\$946.29	EA	\$946.29
1	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$205.71	EA	\$205.71
1	64007-50025	KEYPAD 48-KEY USB CBL 25FT	\$341.43	EA	\$341.43
1	853030-00302	V911 SAM HDWR KIT	\$2,412.00	EA	\$2,412.00
1	853004-00401	SAM EXT SPKR KIT	\$240.00	EA	\$240.00
1	65000-00124	CBL PATCH 15FT	\$20.00	EA	\$20.00
1	02800-20501	HDST 4W MOD ELEC MIC BLK	\$52.86	EA	\$52.86
1	03044-20000	HDST CORD 12FT 4W MOD BLK	\$4.29	EA	\$4.29
1	833401-00101G-15	CBL SAM JKBX 15FT	\$51.43	EA	\$51.43
1	04000-01093	SWITCH KM 4-PORT	\$1,638.57	EA	\$1,638.57
1	65000-00197	KIT CBL DP/USB 15FT EXT	\$30.00	EA	\$30.00
1	809800-00102	GENERIC WKST CFG FEE	\$357.14	EA	\$357.14
1	04000-01594	WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR	\$196.16	EA	\$196.16
Critical Spares Subtotal					\$18,126.73

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
Server Extended Warranty					
1	04000-01621	Note: Includes (1) VESTA 9-1-1 Servers WARR NBD DL380G10 5YR Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.	\$11,200.00	EA	\$11,200.00
Workstation Extended Warranty					
8	04000-01594	Note: Includes (6) Workstations, (1) Management Console, (1) Softphone Workstation WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD. Warranty uplift for laptop is bundled with the laptop (see VESTA CommandPOST section above).	\$196.16	EA	\$1,569.28
Extended Warranties Subtotal					\$12,769.28

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
Services to Support VESTA® SMS					
90	809800-17006-SMS	Note: Per Carousel request SMS Admin class is not quoted. FIELD ENG-EXPRESS SMS	\$104.29	EA	\$9,385.71
43	809800-51007-SMS	PROJECT MGMT - REMOTE SMS COORDINATION	\$107.14	EA	\$4,607.14
1	000001-06805-SMS	E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC Note: Remote Field Engineering support to perform the configuration of VESTA SMS. Services include: * Firewall Configuration * VESTA 911 / VESTA SMS configuration * Import of VESTA SMS VM's (if applicable) * Preparation of screen layouts * TCC Testing * Carrier Testing * Express Field Engineering Services * Remote Project Management	\$707.14	EA	\$707.14
Data Migration					
32	809800-17006	FIELD ENG-EXPRESS	\$104.29	EA	\$3,337.28
Project Management Services					
1	809800-17038	Note: Project Management or Coordination Services are required and must be purchased. COORDINATION SERVICES	\$1,131.34	EA	\$1,131.34

VESTA Services Subtotal \$19,168.62

Summary

Qty	Product Code	Product Description	Ext. Price
1		Command Central Cloud Services 5 Yr	\$69,331.43
1		VESTA 9-1-1 w/5YRs Software Support	\$261,206.54
1		VESTA 9-1-1 Softphone 5Yr	\$4,864.97
1		VESTA CommandPOST w/5YRs Software Support	\$134,691.53
1		FortiGate 80F Remote Access Firewall w/5YRs Fortiguard and UTM	\$24,050.78
		VESTA Non Emergency Trunking	\$110,975.99
1		VESTA Analytics w/5YRs Software Support	\$5,799.17
		ECaTs MIS w/5YRs Subscription	\$69,540.00
1		VESTA Map Local w/5YRs Software Support	\$48,041.79
1		5YR Managed Services (M&R, Anti-Virus and Patch Management)	\$76,234.54
1		Critical Spares	\$18,126.73
1		HP Extended Warranties	\$12,769.28
1		VESTA Services	\$19,168.62
1		Carousel Essential Support Services-5YRs	\$110,000.00
1		Carousel Industries Installation	\$79,624.00
1		Carousel Industries - Project Management	\$28,336.00
1		Minor Materials	\$1,500.00

Pricing is valid for 90 days

Total Equipment & Services Cost: \$1,074,261.37

Total This Site: \$1,074,261.37

Proposal For: Kent County, MD **FINAL**

Solution Proposed VESTA® 9-1-1 Upgrade

Site Name: Host B-

Date: April 30, 2024

CommandCentral Cloud Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		<i>Note: Per Customer request, Citizen Input, Smart Transcription</i>			
1	870899-60002.0	VESTA® 9-1-1 Citizen Input and Smart Transcription			
5	873090-11302	V911 CLOUD INTERFACE - NO API	\$0.00	EA	\$0.00
5	873090-11301	V911 SMART TRANSCRIPT LIC	\$0.00	EA	\$0.00
0	809800-35605	V911 CITIZEN INPUT LIC	\$0.00	EA	\$0.00
		CI/ST BUNDLE NAMED USER 5YR	\$0.00	EA	\$0.00
		VESTA® 9-1-1 Citizen Input and Smart Transcription Implementation Services			
		<i>Note: System implementation services are required for installation of Citizen Input / Smart Transcription bundle.</i>			
5	809800-16990	CI / ST BUND SYS IMP- PER POS	\$200.00	EA	\$1,000.00
CommandCentral Cloud Services Subtotal					\$1,000.00

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1			
		<i>Note: Kent Co MD is currently running on V911 R7.9 upgrading to V911 R8.1.</i>			
1	870899-0104R8.1U	V911 R8.1 LIC/DOC/MED UPG	\$0.00	EA	\$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00	EA	\$0.00
		VM Medium Server Bundle			
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	\$26,347.43	EA	\$26,347.43
1	06500-00201	2-POST RELAY RACK MNT KIT	\$506.29	EA	\$506.29
1	870890-75004	VIRTUAL MEDIA SET 017B	\$0.00	EA	\$0.00
1	04000-68009	V-SVR BASIC SPT 5YR	\$680.00	EA	\$680.00
5	873090-11102U	V911 LIC EIM MOD UPGD	\$0.00	EA	\$0.00
2	03800-03070	FIREWALL 60F	\$850.29	EA	\$1,700.57
		<i>Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>			
2	03800-03075	WARR FIREWALL 60F 5YR	\$881.14	EA	\$1,762.29
2	809800-00200	CFG NTWK DEVICE	\$190.00	EA	\$380.00
		VESTA® SMS			
		<i>Note: Spotsylvania is responsible for Text Control Center (TCC) services and network charges.</i>			
1	870891-66301	VESTA 9-1-1 SMS LIC	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 1</i>	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 2</i>	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 3</i>	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 4</i>	\$0.00	EA	\$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB			
		<i>Note: Annual Subscription - Year 5</i>	\$0.00	EA	\$0.00
1	870891-66301	VESTA 9-1-1 SMS LIC	\$0.00	EA	\$0.00
		VESTA RapidSOS			
		<i>Note: Annual Subscription Quoted on Host A Tab. Same Agency.</i>			
		VESTA® 9-1-1 CDR Module			
1	873099-00602U	V911 CDR SVR LIC UPGD	\$0.00	EA	\$0.00
5	873099-01102U	V911 CDR PER SEAT LIC UPGD	\$0.00	EA	\$0.00
		Geo Diverse Add On License			
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	\$0.00	EA	\$0.00

5	PS-OPR-VSML-M	VESTA® 9-1-1 Prime Standard Operations			
5	SS-OPR-VSSL-5Y	VPRIME MLTP SEAT LIC NFREE	\$0.00	EA	\$0.00
		SPT VPRIME 5YR	\$8,171.51	EA	\$40,857.57
		VESTA® 9-1-1 Basic/Prime to VESTA® 9-1-1 Advanced Licenses			
5	PA-OAD-VSSL	VADV LIC ADD-ON	\$0.00	EA	\$0.00
5	SA-OAD-VSSL-5Y	SPT VADV ADD-ON 5YR	\$2,231.67	EA	\$11,158.36
		VESTA® 9-1-1 IRR Module			
		<i>Note: Customer to re-use existing IRR USB HASP keys.</i>			
5	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00
5	809800-35114	V911 IRR SW SPT 5YR	\$1,477.64	EA	\$7,388.21
		VESTA® Workstation Equipment			
5	61000-409623	DKTP ELITE MINI 800 G9 W/O OS	\$2,046.86	EA	\$10,234.29
5	04000-00448	WINDOWS 10 LTSC LIC 21H2	\$162.29	EA	\$811.43
5	63000-241694	MNTR 24IN FP IPS	\$464.00	EA	\$2,320.00
5	64007-50025	KEYPAD 48-KEY USB CBL 25FT	\$341.43	EA	\$1,707.14
20	65000-13404	CBL USB 2.0 A/B 15FT	\$8.00	EA	\$160.00
5	65000-00197	KIT CBL DP/USB 15FT EXT	\$30.00	EA	\$150.00
		<i>Note: Extension cable kit if extension is required without KVM - directly from</i>	\$0.00	EA	\$0.00
5	853030-00302	V911 SAM HDWR KIT	\$2,412.00	EA	\$12,060.00
10	833401-00101G-15	CBL SAM JKBX 15FT	\$51.43	EA	\$514.29
5	853004-00401	SAM EXT SPKR KIT	\$240.00	EA	\$1,200.00
5	65000-00124	CBL PATCH 15FT	\$20.00	EA	\$100.00
5	02800-20501	HDST 4W MOD ELEC MIC BLK	\$52.86	EA	\$264.29
5	03044-20000	HDST CORD 12FT 4W MOD BLK	\$4.29	EA	\$21.43
5	809800-35109	V911 IWS CFG	\$285.71	EA	\$1,428.57
5	809800-35108	V911 IWS STG FEE	\$428.57	EA	\$2,142.86
	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$68.57	EA	\$0.00
		Network Equipment			
2	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR	\$7,973.71	EA	\$15,947.43
2	04000-09204	SWITCH 9200 SECONDARY PWR SUPPLY	\$781.71	EA	\$1,563.43
2	04000-09205	SWITCH 9200 SECONDARY PWR SUPPLY CBL	\$50.29	EA	\$100.57
2	04000-09211	SWITCH 9200 NETWORK EXP MOD 1GB	\$506.29	EA	\$1,012.57
2	04000-02919	USB CONSOLE CBL	\$137.14	EA	\$274.29
4	04000-01086	GBIC SFP MOD GLC-BX-U	\$2,140.57	EA	\$8,562.28
		Session Border Controllers (SBC)			
1	M800C-ESBC	MEDIANT 800C ESBC WITH 0 SBC SESSIONS.	\$1,654.00	EA	\$1,654.00
5	ACTS24X7-M800_S2/YR	24x7 Annual Remote Support	\$250.00	EA	\$1,250.00
5	AHR-M800_S2/YR	AHR-M800_S2/YR	\$72.00	EA	\$360.00
1	FRU/M800C-PS	SPARE PART - AC/DC POWER ADAPTER FOR MED	\$320.00	EA	\$320.00
5	ACTS24X7-M800_S12/YR	24x7 Annual Remote Support	\$56.00	EA	\$280.00
5	AHR-M800_S12/YR	Advanced Hardware Replacement (AHR) Service	\$16.00	EA	\$80.00
2	SW/SBC/10S/10-250	SBC SESSION LICENSE UPGRADE FOR 10 SESSIIONS	\$588.00	EA	\$1,176.00
10	ACTS24X7-SBC_S80/YR	Support Contract ACTS 24x7	\$96.00	EA	\$960.00
1	UC-EMPO-INFRA-C-AGW	SIP/TDM/SRST/Analog Gateway, EMP Operate	\$158.40	EA	\$9,504.00
		ALI/CAD Output			
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	\$907.43	EA	\$907.43
8	65000-00262	KIT CBL RJ11 ADPTR DB25	\$21.43	EA	\$171.43
1	04000-01751	TS-4 PORT TERMINAL SVR	\$1,028.57	EA	\$1,028.57
1	65000-00182	CBL RJ45-10P/DB25M 4FT	\$50.29	EA	\$50.29
2	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$1,006.86	EA	\$2,013.71
2	04000-01014-10	CBL SRL DB25M/DB9F 10FT	\$14.29	EA	\$28.57
		Rack & Peripheral Equipment			
		<i>Note: Quote assumes sufficient available rack units in existing rack enclosure and sufficient ports on existing KVM. Customer to confirm.</i>			
		Time Synchronization Equipment			
		<i>Note: Customer to provide NTP compliant device.</i>			
1	2402-013	SecureSync Model 2402-013	\$6,715.00	EA	\$6,715.00
1	8224-21050	GPS Splitter, 1:2, no amp	\$857.15	EA	\$857.15
1	PSP	Premium Support Package (PSP)	\$2,040.00	EA	\$2,040.00
1	1204-4A	SecureSync Quad Gigabit Ethernet Option Card	\$3,485.71	EA	\$3,485.71
4	SFP-Copper	Copper SFP Module	\$200.00	EA	\$800.00
1	CA08R-0000-0010	NetClock/NENA type breakout cable for SecureSync 2400	\$342.86	EA	\$342.86
1	04000-08181	DIGI DSPLY CLOCK AND PWR	\$1,772.00	EA	\$1,772.00

VESTA 9-1-1 Subtotal \$187,152.29

FortiGate 80F SD WAN & Remote Access Firewall

Qty.	Part No.	Description	Unit Price	U/M	Total
		Host B			
1	FWF-80F-2R-3G4G-DSL-A-BDL-809-60	Hardware plus FortiCare Premium and FortiGuard Enterprise Protection	\$14,436.39	EA	\$14,436.39
1	SP-FG80E-POE-PDC	AC power adaptor	\$106.00	EA	\$106.00
1	SP-FG60CPCOR-US	FORTINET INC. : Power cord, C6 inlet, US for FG-80D, FG80E series	\$10.00	EA	\$10.00
1	SP-RACKTRAY-02	Rack mount tray for all FortiGate E series and F series	\$188.00	EA	\$188.00
1	SEC-PRO-FW-SOHO	NGFW SOHO Appliance Implementation	\$970.39	EA	\$970.39
1	SEC-EMPO-FW-BSE	NGFW Appliance, EMP Operate (60 Months)	\$139.00	EA	\$8,340.00
FortiGate 80F SD WAN & Remote Access Firewall Subtotal					\$24,050.78

VESTA® Analytics

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Analytics Standard - Multi Product Purchase			
1	873399-00103.6U	V-ANLYT 3.6 MED UPGD	\$0.00	EA	\$0.00
1	873391-00501U	V-ANLYT STD LIC UPGD	\$0.00	EA	\$0.00
1	873391-00301U	V-ANLYT USER LIC UPGD	\$0.00	EA	\$0.00
5	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG			
5	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	\$966.53	EA	\$4,832.64
		VESTA® Analytics Modules			
1	873391-00901U	V-ANLYT ADV RPT PKG LIC UPGD	\$0.00	EA	\$0.00
		VESTA® Analytics Standard Server Equipment for Virtualized Server Bundle			
		<i>Note: Additional Hardware to be installed in DDS-B Server.</i>			
1	BA-M00-ASA0-3	V-ANLYT STD ADD-ON	\$5,489.21	EA	\$5,489.21
VESTA® Analytics Subtotal					\$10,321.86

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local			
1	871399-50105.0U	VMAP LOCAL R5 PREM MED UPGD	\$0.00	EA	\$0.00
4	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	\$0.00	EA	\$0.00
5	809800-46005	VMAP LOCAL PREM CONTRACT 5YR	\$4,503.09	EA	\$22,515.43
5	04000-46005	VMAP LOCAL PREM SPT 5YR	\$0.00	EA	\$0.00
1	809800-44119	VMAP LOCAL GIS SVCS	\$6,871.87	EA	\$6,871.87
		VESTA® Map Local - Additional Hardware			
5	63000-241693	MNTR 27IN FP LED LCD	\$946.29	EA	\$4,731.43
		VESTA Map Local Installation			
23	809800-17006	FIELD ENG-EXPRESS	\$104.29	EA	\$2,398.57
		<i>Note: Channel to install RAM onsite. Motorola Solutions Connectivity FE remote installation/configuration of VML software, map build per workstation.</i>			
VESTA® Map Local Subtotal					\$36,517.30

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		Monitoring & Response (M&R): Activation Fee			
		<i>Note: M&R Activation Fees quoted on Side A quote tab</i>			
		Monitoring, PM & AV Service: Servers			
		<i>Note: Includes (1) DDS Server, (1) VESTA Analytics Server</i>			
2	870891-66401	M&R SVR AGENT LICENSE	\$702.86	EA	\$1,405.71
2	809800-16365	M&R PM AV SVR SRVC 5YR	\$10,520.91	EA	\$21,041.83
		Monitoring, PM & AV Service: Workstations			
		<i>Note: Includes (5) Workstations, (1) Management Console</i>			

6	870891-66402	M&R WKST AGENT LICENSE	\$205.71	EA	\$1,234.29
6	809800-16381	M&R PM AV WKST SRVC 5YR	\$4,243.40	EA	\$25,460.40
Monitoring, PM & AV Service: IP Devices <i>Note: Includes (1) Virtual Host/Machines, (1) MDS Servers, (1) ASN Node 2, (2) Firewalls for EIM/SMS, (2) Cisco Switches, (2) SBC Gateway Devices, (1) NAS Device</i>					
10	870891-66403	M&R NETWORK/IP LICENSE	\$112.86	EA	\$1,128.57
10	809800-16347	M&R IP DEVICE SRVC 5YR	\$2,828.93	EA	\$28,289.29
Managed Services Subtotal					\$78,560.09

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
1	04000-01621	Server Extended Warranty <i>Note: Includes (1) VESTA 9-1-1 Server.</i> WARR NBD DL380G10 5YR <i>Note: Upgrade & uplift from 3 yr. warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.</i>	\$11,200.00	EA	\$11,200.00
6	04000-01594	Workstation Extended Warranty <i>Note: Includes (1) Management Console.</i> WARR NBD 600/705 G2/G3/G4/G5 5YR <i>Note: Upgrade & uplift from 3YR warranty 9x5 NBD to 5YRs</i>	\$196.16	EA	\$1,176.94
Extended Warranties Subtotal					\$12,376.94

Summary

Qty	Product Code	Product Description			Ext. Price
1		Command Central Cloud Services 5 Yr			\$1,000.00
1		VESTA 9-1-1 w/5YRs Software Support			\$187,152.29
1		FortiGate 80F Remote Access Firewall w/5YRs Fortiguard and UTM			\$24,050.78
1		VESTA Analytics w/5YRs Software Support			\$10,321.86
1		VESTA Map Local w/5YRs Software Support			\$36,517.30
1		5YR Managed Services (M&R, Anti-Virus and Patch Management)			\$78,560.09
1		HP Extended Warranties			\$12,376.94
1		Carousel Essential Support Services-5YRs			\$55,000.00
1		Minor Materials			\$500.00

Pricing is valid for 90 days

Total Equipment & Services Cost: \$405,479.25

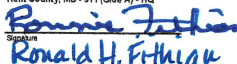
Total This Site: \$405,479.25

Quote # Q-56867 Opp Name RENEWAL MOTOROLA/FORTINET/ESSENTIAL DIRECT										nwn carousel	
Opportunity Number: OP-39502 Generated Date: May 15, 2024 Expiration Date: 5/14/2024											
Account Name: Kent County, MD - 911 (Side A) - HQ Contact: Brad Russum Phone: 443-282-6406 Email: brussu@kentgov.org					Org Name: NWN Carousel Sales Rep: Daniel Heilman Email: dheilman@nwncarousel.com Phone: 800-401-0769						
BILL TO					SHIP TO						
Client Name: Kent County, MD - 911 (Side A) - HQ Billing Address: 104 Vickers Dr Unit D Billing City: Chestertown Billing State: MD Post Code: 21620-3327					Client Name: Kent County, MD - 911 (Side A) - HQ Shipping Address: 104 Vickers Dr Unit D Shipping City: Chestertown Shipping State: MD Post Code: 21620-3327						
Frequency	#	Product Number	Description	Qty	Serial Number	Location	Service Start Date	Service End Date	List Price	Unit Price	Est. Price
1		04000-68005 RNWL	VESTA 911 Servers V-SVR BASIC RNWL SPT 1YR	1	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$126.67	\$126.67	\$126.67
2		809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	1	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$1,100.08	\$1,100.08	\$1,100.08
3		809800-35120	R4 ACT VIEW SW SPT 1YR	2	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$971.01	\$971.01	\$1,942.02
4		SS-QPR-VSSL-1Y	SPT VPRIME 1YR - Prime Standard Ops	7	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$1,525.35	\$1,525.35	\$10,677.45
5		809800-35110	V911-IRR - SW SPT 1YR	7	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$275.83	\$275.83	\$1,930.81
6		809800 00141	FIREWALL RENEWAL SPT 1YR	2	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$266.76	\$266.76	\$533.52
7		809800-00161	GATEWAY RENEWAL SUPPORT 1YR	2	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$357.33	\$357.33	\$714.66
8		SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	8	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$180.41	\$180.41	\$1,443.28
9		809800-46001	VMAP LOCAL PREM SPT 1YR	7	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$840.57	\$840.57	\$5,883.99
10		04000-46001	VMAP LOCAL PREM SPT 1YR	7	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$840.53	\$840.53	\$5,883.71
11		809800 16361	M&R PM AV SVR SRVC 1YR	1	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$1,983.91	\$1,983.91	\$1,983.91
12		809800 16377	M&R PM AV WKST SRVC 1YR	9	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$792.11	\$792.11	\$7,128.99
13		809800-16343	M&R IP DEVICE SRVC 1YR	8	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	1/31/2024	1/31/2025	\$528.07	\$528.07	\$4,224.56
14		04000-68005 RNWL	VESTA 911 Servers V-SVR BASIC RNWL SPT 1YR	1	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$126.67	\$126.67	\$126.67
15		809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	1	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$1,100.08	\$1,100.08	\$1,100.08
16		SS-QPR-VSSL-1Y	SPT VPRIME 1YR - Prime Standard Ops	5	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$1,525.35	\$1,525.35	\$7,626.75
17		809800-35110	V911-IRR - SW SPT 1YR	5	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$275.83	\$275.83	\$1,379.15
18		809800 00141	FIREWALL RENEWAL SPT 1YR	2	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$266.76	\$266.76	\$533.52
19		809800-00161	GATEWAY RENEWAL SUPPORT 1YR	2	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$357.33	\$357.33	\$714.66
20		SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	6	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$180.41	\$180.41	\$1,082.46
21		809800-46001	VMAP LOCAL PREM SPT 1YR	5	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$840.57	\$840.57	\$4,202.85
22		04000-46001	VMAP LOCAL PREM SPT 1YR	5	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$840.53	\$840.53	\$4,202.65
23		809800 16361	M&R PM AV SVR SRVC 1YR	2	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$1,983.91	\$1,983.91	\$3,927.82
24		809800 16377	M&R PM AV WKST SRVC 1YR	6	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$792.11	\$792.11	\$4,752.66
25		809800-16343	M&R IP DEVICE SRVC 1YR	9	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	1/31/2024	1/31/2025	\$528.07	\$528.07	\$4,752.63
26		Fortinet-Maintenance	Fortinet-Maintenance	1	N/A	709 Morgne Rd Chestertown, MD 21620	4/22/2024	4/22/2025	\$546.00	\$546.00	\$546.00
27		UC-ENR-PSAPV-WKSTESS	VESTA 911-1 Workstation Essentials Support Service	1	N/A	709 Morgne Rd Chestertown, MD 21620 - Side A	7/1/2024	6/30/2025	\$1,100.00	\$1,100.00	\$13,200.00
28		UC-ENR-PSAPV-WKSTESS	VESTA 911-1 Workstation Essentials Support Service	1	N/A	709 Morgne Rd Chestertown, MD 21620 - Side B	7/1/2024	6/30/2025	\$916.67	\$916.67	\$1,000.00
										Quote Sub-Total:	\$102,781.56

*The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

Subscription Term: 12.00
Billing Terms: Non-Recurring - Pre-Pay
Custom Billing Terms:
Payment Terms: Net 30 Days
Annual Subscription Charge: \$84,477.35
Total One-Time Charge: \$18,304.20
Total Recurring Charge: \$84,477.35

Tax Rate: 0.00%
Estimated Tax:
Estimated Shipping:

Accepted and agreed by:
Kent County, MD - 911 (Side A) - HQ
Signature: 
Name: Ronald H. Fithian
Title: President
Date: 07-23-24

Carousel Industries of North America, LLC
Signature: _____
Name: _____
Title: _____
Date: _____

Terms & Conditions	
This Quote is presented to you by NWN Corporation ("NWN") and Carousel Industries of North America, LLC ("Carousel") (collectively, "NWN Carousel"). On May 7, 2021, a parent company of NWN Corporation acquired Carousel Industries of North America, LLC. Following the acquisition, NWN Carousel will continue to sell and	
This Quote shall apply on the Expiration Date set forth above or upon the execution of a SOV, whichever shall occur first, in no event will the Quote be valid for longer than 30 days from the Generated Date. Also set forth above. Applicable taxes and freight charges will be applied to the final invoice and Customer shall be billed in accordance with the terms outlined above. For purposes of calculating Taxes, Customer's liability will be set to Customer's service address or billing address (if the service address is unknown) unless Customer specifically notifies NWN Carousel in writing that it intends to use the services at another additional valid physical location(s). NWN Carousel reserves the right to request any request to treat an alternate physical location as Customer's service address if NWN Carousel discovers that the address is invalid or otherwise inaccurate. If NWN Carousel must pay for any additional Taxes, imposition and associated interest and/or penalties arising from Customer's provision of erroneous location info, Customer shall promptly reimburse NWN Carousel for the same within fourteen (14) days of demand by NWN Carousel. Further, Customer shall be responsible for notifying NWN Carousel in the event of any change to service address(s). The payment frequency set forth above details the timing and amount of the charges due under this Quote. One-Time Product charges, including hardware and software, will be included in full at time of shipment, where applicable, unless Customer notifies NWN Carousel in writing at least ninety (90) days prior to the subscription renewal date. Customer's subscription term will automatically renew on annual terms. Notwithstanding anything to the contrary, in the event Customer is purchasing software licenses or other usage-based consumption products or services under this Quote, and Customer's actual software license count or usage exceeds those initially purchased pursuant to this Quote, Customer will be invoiced during the next billing cycle based on the highest license count or usage contained and not the amount initially set forth in this Quote. Thereafter, Customer shall be billed based on the highest license count or usage contained under this and Quote. For avoidance of doubt, overages will be billed in the month following when the overage occurred. This Quote and any applicable Product or Services purchased hereunder are subject to either (i) the applicable industry standard Master Products and Services Agreement or Master Services Agreement that authorizes the purchase(s) herein between NWN Carousel and Customer, or (ii) where NWN Carousel and Customer have not executed such an agreement, the terms and conditions set forth at the NWN Master Agreement or Carousel Master Agreement, located at https://nwncarousel.com/master-agreement/ shall apply (the online terms and conditions and the applicable agreement shall each be deemed the "Agreement"). This Quote is hereby subject to the applicable (i) service descriptions set forth at https://nwncarousel.com/terms-party-a-to-b-warranty/ , and (ii) the compliance policies and terms set forth at https://nwncarousel.com/compliance/ and such terms are incorporated by reference into this Quote. For the avoidance of doubt, in the event of any conflict between the terms of this Quote and the Agreement, the terms of the Agreement shall prevail. To the extent the name of the Agreement does not correspond with those referenced above but authorizes Customer to purchase Products or Services from NWN Carousel, those Agreements shall additionally be deemed Agreements for the purposes of this Quote. Any terms not defined in this Quote shall be set forth in the Agreement. Unless otherwise prohibited, in the event a product return by Customer triggers NWN Carousel's vendors to impose restocking fees to protect such return, NWN Carousel may, in its sole discretion, impose equivalent restocking fees to customer.	
In the event Customer does not execute this Quote and only places a Purchase Order, such Purchase Order is deemed acceptance of the terms of this Quote and any additional or different terms in such Purchase Order will not bind NWN Carousel without its written consent to amend the terms of the Quote. Provided no additional or different terms are contained in a Purchase Order, NWN Carousel may reject a Purchase Order in its sole discretion within two (2) business days from its receipt and after which time such Purchase Order is deemed accepted (an "Accepted Purchase Order"). In the event Customer chooses to place a Purchase Order rather than signing this Quote, the date of the Accepted Purchase Order shall be considered the Effective Date.	
Statement of Confidentiality	
This Quote has been developed by NWN Carousel and NWN Carousel's proprietary trade secret and business confidential information. This quote may not be released to another vendor, business partner or contractor without the written consent of NWN Carousel.	
Miscellaneous Information	



Jim Miller, Director, Human Resources
7/23/2024
County Commissioners Meeting

Item Summary:

Grant Program Administrator Vacancy

ATTACHMENTS:

Description

HR cover Page

Grant Program Administrator Job Description



Department of Human Resources

“Providing leadership and support to ensure the successful recruitment, development, and retention of a diverse, effective, and competent workforce to serve the residents of Kent County, MD.”

Kent County Department of Human Resources



KENT COUNTY GOVERNMENT

Job Description

Job Title: Grant Program Administrator
Department: Planning, Housing, and Zoning
Revised Date: 05/31/2024

Grade: 7
FLSA Status: Exempt
Approved Date: 05/31/2024

Job Summary: The Grant Program Administrator works with the department heads to support projects and programs via federal, state, and other funding sources to augment County revenue and strengthen the efficiency and effectiveness of County services. The Grant Program Administrator, in conjunction with the department heads will stay apprised of county priorities, projects, and goals to identify grants, write grant proposals, manage receipt of awards, manage grants via project management software, monitor, report, and manage grant closeout. This position reports to the Director, Planning, Housing, and Zoning. It is a non-supervisory position and works closely with Procurement and Finance.

Essential Functions

Functions listed are intended only as illustrative of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Maintains a database of available federal and state grant opportunities; provides information and guidance to department heads regarding grant opportunities.
- Provides support to project directors throughout the life of the grant, including the prospecting and proposal development process for applications, completion of grant submissions with budget preparation, interpretation of guidelines and restrictions, administrative management of awards and contracts, and successful completion of grant closeout.
- Develops, or assists in developing, proposals and budgets to ensure alignment with federal and state funder guidelines.
- Coordinates project setup, subcontracts development, progress reports, subrecipient monitoring.
- Oversees all grant activity within the County; acts as project manager when needed and ensures all state and federal guidelines to which the grantor is required to follow are met.
- Tracks grant activity, deliverables, and timelines; and prepares and submits as required by the granting agency and the County.
- Serves as the point of contact with granting agencies, County departments, e.g. Finance, Legal, County Administrator, and appropriate department heads.
- Attends any meetings or training as required by the granting agency.
- Coordinates and convenes regularly scheduled meetings with county staff working on active grants and potential grant opportunities.
- Creates and maintains a project tracking system and data collection system that is accessible to all department heads.
- Performs other duties as required.

Required Knowledge, Skills, and Abilities

The employee is expected to utilize the following:

- **Communications Skills:** Develops and maintains effective relationships with workgroup members, state and local officials, private-sector partners, local organizations, and community groups. Writes clearly and informatively. Effectively presents information and responds to questions from staff, supervisors, and stakeholders individually and in group settings.
- **Customer Service:** Represents the department professionally and effectively in both internal and external interactions. Manages difficult, sensitive, or challenging situations successfully. Treats

others with respect and consideration regardless of cultural background, status, or position.

Exhibits objectivity and openness to others' views.

- **Leadership and Management Skills:** Creates and communicates the program vision. Recognizes the accomplishments of others; demonstrates ability to create and lead in a team-oriented environment. Builds morale and group commitment to goals and objectives. Inspires and motivates others to perform well. Demonstrates effective problem-solving and decision-making abilities.
 - **Innovation and Change Management Skills:** Displays original thinking and creativity. Develops innovative approaches and ideas. Presents ideas and information in a manner that is easily understood. Understands and contributes to evolving processes in response to changing communities and advances in technology.
 - **Technical Skills:** Effectively utilizes standard and advanced database software to write queries, develop relational databases, and run reports. Ability to perform Internet searches and conduct online correspondence.
-

Education and Experience:

1. Undergraduate degree. In business, communications, public relations, marketing, or other appropriate disciplines, required.
 2. A college-level grant writing certificate preferred but not required.
 3. Five (5) years of experience in local government development of grants and grants management, including a proven track record of successful grant writing that achieved grant awards; additional experience in a related field, such as project management or finance is beneficial; successful grants portfolio will be requested; references to attest to successful grants writing will be requested; applicant must be able to work independently managing multiple projects and programs.
 4. An equivalent combination of education and experience may be substituted for an undergraduate degree. For example, 2 years of relevant experience for one year of college.
 5. Knowledge of State and Federal grant processes.
 6. Strong leadership and communication skills.
 7. Valid Maryland Driver's License and an acceptable motor vehicle record.
 8. Proficiency with standard office software.
-

Physical and Environmental Conditions:

Work is conducted in a normal office setting which provides comfortable lighting, temperature, and heat/air conditioning. Occasional light lifting, such as three to four reams of paper, four or five books, or other materials (up to 35 pounds) may be required.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices or meeting rooms, e.g., use of safe workplace practices with office equipment, and/or avoidance of trips and falls and observance of fire regulations.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be provided to enable qualified individuals with disabilities to perform the essential functions of this job.

Kent County Government provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

I have read and understand this job description.

Employee Signature

Date



Dan Mattson, Director, Public Works
7/23/2024
County Commissioners Meeting

Item Summary:

Roads Division - FY2025 Award of Asphalt Paving Contract

ATTACHMENTS:

Description

Cover Sheet

07.23.24 David A. Bramble Inc., Kent County Paving FY2025, Various Roads, Camp, Daves Hill, Mill Lane, and Lee Avenue

07.23.24 David A. Bramble Inc., Kent County Paving FY2025, Kent Mill Drive

Award of FY25 Asphalt Paving Contract



David A. Bramble, Inc. *General Contractors*



410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

June 25, 2024

To: Kent County Public Works
709 Morgnec Road
Chestertown, MD 21620
PH: 410-778-4252
Cell: 443-262-5602
Email: dbitter@kentgov.org

From: Keith Harris

RE: Kent County Paving Various Roads FY2025

Attn: Daniel Bitter

David A. Bramble, Inc. is pleased to present you with our proposal for the above referenced project per your request. Our scope of work and pricing is as follows.

1. **Camp Road 9.5mm HMA Paving:** limits of work are from MD20 to End.
 - i. Mobilization/Demobilization of crew and equipment to perform.
 - ii. Pave a completed 1.5-inch of 9.5mm hot mix asphalt surface. Clean area of loose debris and dispose. Mill all necessary tie-ins for new asphalt to meet existing structures for a smooth transition. Apply CRS-1/CRS1-H Tack per MDDOT standards and specification prior to paving.
 - iii. Provide maintenance of traffic for all operations with certified supervisor, flaggers, cones, signs, and stop/slow paddles.
 - iv. Initial if work to be performed _____.
2. **Daves Hill Road 9.5mm HMA Paving:** limits of work are from MD20 to MD20.
 - i. Mobilization/Demobilization of crew and equipment to perform.
 - ii. Pave ½ wedge/level of 9.5mm hot mix asphalt to level roadway prior to surface paving. Apply CRS-1/CRS1-H Tack per MDDOT standards and specification prior to paving.
 - iii. Pave a completed 1.5-inch of 9.5mm hot mix asphalt surface. Clean area of loose debris and dispose. Mill all necessary tie-ins for new asphalt to meet existing structures for a smooth transition. Apply CRS-1/CRS1-H Tack per MDDOT standards and specification prior to paving.
 - iv. Provide maintenance of traffic for all operations with certified supervisor, flaggers, cones, signs, and stop/slow paddles.
 - v. Initial if work to be performed _____.
3. **Mill Lane and Lee Avenue 9.5mm HMA Paving:** limits of Mill Lane are from Peoples Bank Entrance to End and Lee Avenue limits are from Mill Lane to End.
 - i. Mobilization/Demobilization of crew and equipment to perform.
 - ii. Mill Lane pave ½ wedge/level of 9.5mm hot mix asphalt to level roadway prior to surface paving. Apply CRS-1/CRS1-H Tack per MDDOT standards and specification prior to paving.
 - iii. Mill Lane and Lee Avenue Pave a completed 1.5-inch of 9.5mm hot mix asphalt surface. Clean area of loose debris and dispose. Mill all necessary tie-ins for new asphalt to meet existing structures for a smooth transition. Apply CRS-1/CRS1-H Tack per MDDOT standards and specification prior to paving.
 - iv. Provide maintenance of traffic for all operations with certified supervisor, flaggers, cones, signs, and stop/slow paddles.
 - v. Furnish and install 6 manhole risers.
 - vi. Initial if work to be performed _____.

David A. Bramble, Inc. *General Contractors*

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4. Price: Includes labor, equipment, and material to performer work listed below.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Camp Road 9.5mm HMA Paving	320	Ton	\$126.50	\$40,480.00
2	Daves Hill Road 9.5mm HMA Paving	1,000	Ton	\$100.00	\$100,000.00
3	Mill Lane and Lee Avenue 9.5mm HMA Paving	560	Ton	\$113.00	\$63,280.00
	Total				\$203,760.00

Price Excludes:

1. Excavation, Grading and/or Compaction of Sub-Base.
2. Fine Grade.
3. Test Pitting.
4. Any engineering for grades, layout, and stakeout.
5. Milling Concrete.
6. Proof Roll.
7. Field in-place compaction and density testing by independent testing agency.
8. Prime Coat.
9. Striping.
10. Asphalt Joint Sealing
11. RPM Removal
12. Certified Payroll/Davis-Bacon/Prevailing Wages Rates.
13. Spray Herbicide to Kill Grass/Weeds Prior to Paving.
14. Asphalt Joint Sealing
15. Backing-up edges of new asphalt pavement.

Terms and Conditions

1. When scheduling, please provide DAB, Inc. three weeks' notice of the intended start date.
2. The pricing herein is for work during the 2024 Construction Season, with completion by December 20, 2024. Any work remaining after December 20, 2024, will be subject to renegotiation.
3. David A. Bramble, Inc. is not responsible for obtaining any construction permits, right-of-way, easements, or other related documents. When verbal or written notice to proceed is given, we assume that the client or its representatives have obtained all such approvals necessary for the construction.
4. Pricing for this project is based on unit prices. Billing will be based on the actual quantities placed on the project.
5. Pricing is based on the following plan sheets:
 - N/A
6. Any item not specifically referenced in the Scope of Work is excluded from the contract pricing.
7. Pricing does not include any testing, required permits, inspection fees, or bonds of any type.
8. Pricing is based on one mobilization. Any additional remobilization will be \$2,000.00/each.
9. Please note, DAB takes no responsibility for the existing condition of the owner's roadways or haul routes and will not be liable for damages to roadways or haul routes that cannot support the construction equipment required to complete the work.
10. Pricing is based on soils encountered at designed subgrade elevations being suitable to support the proposed improvements. Should this material be determined to be unsuitable, removal and replacement with imported borrow shall be a negotiated extra.
11. Pricing is based on the Maryland Index for Liquid Asphalt in the current month at time of bid. If the index at time of bid differs from index at time of placement, then a price adjustment will be billed to the customer based on the use of 3.5% liquid asphalt mix in the hot mix asphalt recipe. The current MD Index can be found at <http://mdasphalt.org/asphalt-index/>.
12. New hot mix asphalt is prone to scuff marks created by automobile tires. This is normal, and the scuff marks will wear off as the asphalt cures and vehicle weight continues to provide residual compaction. To minimize scuff marks, avoid turning vehicle tires while in a parked position, but instead begin to turn while the vehicle is in motion. David A. Bramble, Inc. is not responsible for scuff marks.
13. Please note, Contractor cannot guarantee positive drainage where design elevations yield less than 1.5% slope.
14. David A. Bramble, Inc. will warranty all material and workmanship for 1 year from the date of completion. Warranty does not include materials placed on unsuitable ground, such as areas that are too wet, or areas where the ground yields beneath a loaded dump truck.

David A. Bramble, Inc. *General Contractors*



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15. Price is good for 15 days. A signed proposal or subcontract must be returned to David A Bramble Inc. prior to the start of work.
16. Payment is net 30. Bills left unpaid for over 30 days will be assessed finance charges at a rate of 18% per annum.
17. Payment by Credit Card or Debit Card will be assessed an additional fee of 1.025% of the project cost. We do not accept American Express Credit Card.
18. All executed proposals are subject to the approval of our credit department. Please contact Debbie Glebe at 410-778-3023 to request a credit application.
19. Prior to the start of work, David A. Bramble, Inc. reserves the right to request reasonable evidence that the undersigned has made sufficient arrangements to fulfill the financial obligations under this agreement. David A. Bramble, Inc. may request subsequent evidence of sufficient finances to fulfill the financial obligations under this agreement if:
 - a. The undersigned fails to make payment as required by this agreement;
 - b. A change in the work materially changes the contract price; or
 - c. David A. Bramble, Inc. identifies in writing a reasonable concern regarding the undersigned's ability to make payment when due.

Thank you for the opportunity to provide you with a price quotation for this project. Should you have any questions, comments, or concerns, please call me at [443-480-2403](tel:443-480-2403) or email kharris@davidabrambleinc.com

Keith A. Harris
David A. Bramble, Inc.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby agreed to and accepted. David A. Bramble, Inc. is authorized to perform the work as specified. Payment will be made as outlined above.
AGREED AND ACCEPTED

Company Name The County Commissioners of Kent County

Accepted By Ronnie Fithian
Signature

Ronald H. Fithian President

07-23-24

Printed Name:

Title

Date

ACCEPTANCE OF This QUOTE: I certify by my signature that I am an authorized representative of the company named above and that I accept this quotation on behalf of the company, including the price and Terms and Conditions contained herein.

If you purchase material from David A. Bramble, Inc. for the above-quoted project, you accept the terms and conditions of the proposal.

Please sign and return this proposal by fax, email, or mail to attention Keith Harris at David A. Bramble, Inc.

David A. Bramble, Inc. *General Contractors*

410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620



June 25, 2024

To: Kent County Public Works
709 Morgnec Road
Chestertown, MD 21620
PH: 410-778-4252
Cell: 443-262-5602
Email: dbitter@kentgov.org

From: Keith Harris

RE: Kent Mill Drive
Millington, MD
Approximately 27,900 SF

Attn: Daniel Bitter

David A. Bramble, Inc. is pleased to present you with our proposal for the above referenced project per your request. Our scope of work and pricing is as follows.

1. **Kent Mill Drive 9.5mm HMA Paving:** limits of work are from Millington Road to cul-de-sac and including cul-de-sac.
 - i. Mobilization/Demobilization of crew and equipment to perform.
 - ii. Pave a completed 1.5-inch of 9.5mm hot mix asphalt surface. Clean area of loose debris and dispose. Mill all necessary tie-ins for new asphalt to meet existing structures for a smooth transition. Apply CRS-1/CRS1-H Tack per MDDOT standards and specification prior to paving.
 - iii. Provide maintenance of traffic for all operations with certified supervisor, flaggers, cones, signs, and stop/slow paddles.
 - iv. Initial if work to be performed _____.

2. **Price: Includes labor, equipment, and material to performer work listed below.**

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Kent Mill Drive 9.5mm HMA Paving	300	Ton	\$129.00	\$38,700.00

Price Excludes:

1. Excavation, Grading and/or Compaction of Sub-Base.
2. Fine Grade.
3. Test Pitting.
4. Any engineering for grades, layout, and stakeout.
5. Milling Concrete.
6. Proof Roll.
7. Field in-place compaction and density testing by independent testing agency.
8. Prime Coat.
9. Striping.
10. Asphalt Joint Sealing
11. RPM Removal
12. Certified Payroll/Davis-Bacon/Prevailing Wages Rates.
13. Spray Herbicide to Kill Grass/Weeds Prior to Paving.
14. Asphalt Joint Sealing
15. Backing-up edges of new asphalt pavement.

Terms and Conditions

1. When scheduling, please provide DAB, Inc. three weeks' notice of the intended start date.
2. The pricing herein is for work during the 2024 Construction Season, with completion by December 20, 2024. Any work remaining after December 20, 2024, will be subject to renegotiation.
3. David A. Bramble, Inc. is not responsible for obtaining any construction permits, right-of-way, easements, or other related documents. When verbal or written notice to proceed is given, we assume that the client or its representatives have obtained all such approvals necessary for the construction.

David A. Bramble, Inc. *General Contractors*



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4. Pricing for this project is based on unit prices. Billing will be based on the actual quantities placed on the project.
5. Pricing is based on the following plan sheets:
 - N/A
6. Any item not specifically referenced in the Scope of Work is excluded from the contract pricing.
7. Pricing does not include any testing, required permits, inspection fees, or bonds of any type.
8. Pricing is based on one mobilization. Any additional remobilization will be \$2,000.00/each.
9. Please note, DAB takes no responsibility for the existing condition of the owner's roadways or haul routes and will not be liable for damages to roadways or haul routes that cannot support the construction equipment required to complete the work.
10. Pricing is based on soils encountered at designed subgrade elevations being suitable to support the proposed improvements. Should this material be determined to be unsuitable, removal and replacement with imported borrow shall be a negotiated extra.
11. Pricing is based on the Maryland Index for Liquid Asphalt in the current month at time of bid. If the index at time of bid differs from index at time of placement, then a price adjustment will be billed to the customer based on the use of 3.5% liquid asphalt mix in the hot mix asphalt recipe. The current MD Index can be found at <http://mdasphalt.org/asphalt-index/>.
12. New hot mix asphalt is prone to scuff marks created by automobile tires. This is normal, and the scuff marks will wear off as the asphalt cures and vehicle weight continues to provide residual compaction. To minimize scuff marks, avoid turning vehicle tires while in a parked position, but instead begin to turn while the vehicle is in motion. David A. Bramble, Inc. is not responsible for scuff marks.
13. Please note, Contractor cannot guarantee positive drainage where design elevations yield less than 1.5% slope.
14. David A. Bramble, Inc. will warranty all material and workmanship for 1 year from the date of completion. Warranty does not include materials placed on unsuitable ground, such as areas that are too wet, or areas where the ground yields beneath a loaded dump truck.
15. Price is good for 15 days. A signed proposal or subcontract must be returned to David A Bramble Inc. prior to the start of work.
16. Payment is net 30, Bills left unpaid for over 30 days will be assessed finance charges at a rate of 18% per annum.
17. Payment by Credit Card or Debit Card will be assessed an additional fee of 1.025% of the project cost. We do not accept American Express Credit Card.
18. All executed proposals are subject to the approval of our credit department. Please contact Debbie Glebe at 410-778-3023 to request a credit application.
19. Prior to the start of work, David A. Bramble, Inc. reserves the right to request reasonable evidence that the undersigned has made sufficient arrangements to fulfill the financial obligations under this agreement. David A. Bramble, Inc. may request subsequent evidence of sufficient finances to fulfill the financial obligations under this agreement if:
 - a. The undersigned fails to make payment as required by this agreement;
 - b. A change in the work materially changes the contract price; or
 - c. David A. Bramble, Inc. identifies in writing a reasonable concern regarding the undersigned's ability to make payment when due.

Thank you for the opportunity to provide you with a price quotation for this project. Should you have any questions, comments, or concerns, please call me at **443-480-2403** or email kharris@davidabrambleinc.com

Keith A. Harris
David A. Bramble, Inc.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby agreed to and accepted. David A. Bramble, Inc. is authorized to perform the work as specified. Payment will be made as outlined above.

AGREED AND ACCEPTED

David A. Bramble, Inc. *General Contractors*



410-778-3023 / 410-778-3427 (FAX) • 705 MORGNEC ROAD • P.O. BOX 419 • CHESTERTOWN, MARYLAND 21620

Company Name The County Commissioners of Kent County

Accepted By
Signature Ronnie Fithian

Ronald H. Fithian President 07-23-24

Printed Name:

Title

Date

ACCEPTANCE OF This QUOTE: I certify by my signature that I am an authorized representative of the company named above and that I accept this quotation on behalf of the company, including the price and Terms and Conditions contained herein.

If you purchase material from David A. Bramble, Inc. for the above-quoted project, you accept the terms and conditions of the proposal.

Please sign and return this proposal by fax, email, or mail to attention Keith Harris at David A. Bramble, Inc.



Dan Mattson, Director, Public Works
7/23/2024
County Commissioners Meeting

Item Summary:

Roads Division - Authorize Purchase of Dump Truck

ATTACHMENTS:

Description

Cover Sheet

07.23.24 SHA MDOT Contract 001B4600261 2025 International Dump Truck Kent County Roads Division

Purchase of New Dump Truck



CONTRACT

THIS CONTRACT, made this ¹23rd day of July 2024, 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 Beltway International Trucks LLC, 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 furnish 2025 International Dump Truck with equipment to the Kent County Roads Division, in accordance with the Maryland SHA MDOT Contract No. 001B4600261.

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 August 1, 2024. This contract shall not have a renewal option.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein One Hundred Eighty Five Thousand Six Hundred Eighty Eight Dollars 8 cents (\$185,688.08) in conformity with the purchase order.

6. The contract documents include the following:

- a. Maryland MDOP SHA Contract No. 001B4600261
- b. Beltway Int. LLC Quote/Spec Sheet
- c. Beltway Email Dated 7/3/24

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.

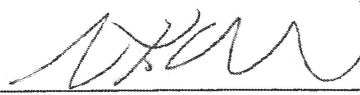
WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



By: 
President of the Kent County Commissioners

BELTWAY COMPANIES

By: 



CFO
Title
52-2059895
Employer Identification Number

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4600261

PRINT DATE: 06/24/24

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ATLANTIC TRACTOR LLC
15610 MARLBORO PIKE

UPPER MARLBORO, MD 20772
(410) 798-9997

REFER QUESTIONS TO:

JONICIA TUCKER
(410) 767-8199
JONICIA.TUCKER1@MARYLAND.GOV

ITB:

EXPR DATE: 05/31/25
POST DATE: 03/07/24

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
FOR

O.E.M. CONSTRUCTION & AGRICULTURAL EQUIPMENT PARTS

MODIFICATION #2: LINE 4 ADDED - ALAMO MOWER PARTS 25% OFF MSRP.

MODIFICATION #1: SECTION C - SPECIFICATIONS, PARAGRAPH E - DELIVERY,
#1 MODIFIED TO INCLUDE THE FOLLOWING: EXPEDITED SHIPPING CHARGES
SHALL BE THE RESPONSIBILITY OF THE USING AGENCY. THE COST OF SHIPPING
SHALL NOT EXCEED 15% OF THE AMOUNT OF THE ORDER PLACED.

THIS IS THE FINAL RENEWAL OPTION.

OPTION FINAL TERM: JUNE 01, 2024 THROUGH MAY 31, 2025, WITH
THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING OPTIONS LEFT UNDER ORIGINAL CONTRACT
001B0600421.

CONTRACT SCOPE: TO FURNISH ORIGINAL EQUIPMENT MANUFACTURER PARTS FOR
THE STATE OF MARYLAND'S CONSTRUCTION & AGRICULTURAL EQUIPMENT.

CONTRACT PERIOD: THIS CONTRACT WILL BE FOR A THREE (3) YEAR PERIOD
BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2023 WITH TWO (2) ONE YEAR
RENEWAL OPTIONS UPON THE WRITTEN CONSENT OF THE USING AGENCY, THE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4600261

PRINT DATE: 06/24/24

PAGE: 02

TERMS (cont'd):

VENDOR AND THE DEPARTMENT OF GENERAL SERVICES.

RELEASE CLAUSE: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USEAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

BASIS OF AWARD: THE BASIS OF AWARD SHALL BE BY PERCENT OFF CURRENT MANUFACTURER PRICE LIST.

DESIGNATED AGENCY & ADDITIONAL USER CLAUSE: STATE HIGHWAY ADMINISTRATION, MARYLAND TRANSPORTATION AUTHORITY AND OTHER STATE AND LOCAL MUNICIPLA DIVISIONS ARE AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

ELECTRONIC TRANSACTION FEE:

1.CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER E.G. AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2.THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO: DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

PURSUANT TO ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN SIX (6) THE FOLLOWING ENTITIES MAY PURCHASEMATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4600261

PRINT DATE: 06/24/24

PAGE: 03

TERMS (cont'd):

- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE; OR
- 6. A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (I) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (II) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- 7. ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT AGAINST THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT821163 / BPM018100 INCORPORATED HEREIN BY REFERENCE.

VENDOR CONTACT:

JONATHAN TOMLINSON

PH: 610-932-8858 / M: 443-309-2045

EMAIL ADDRESS: JTOMLINSON@ATJD.NET

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4600261

PRINT DATE: 06/24/24

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	96117	EA		
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CONSTRUCTION MANAGEMENT
JOHN DEERE CONSTRUCTION EQUIPMENT 10% OFF MANUFACTURER LIST PRICE

0002	96117	EA		
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CONSTRUCTION MANAGEMENT
JOHN DEERE AGRICULTURAL EQUIPMENT 10% OFF MANUFACTURER'S PRICE

0003	96117	EA		
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CONSTRUCTION MANAGEMENT
DIAMOND MOWER 5% OFF MANUFACTURER'S LIST PRICE

0004	96117	EA		
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CONSTRUCTION MANAGEMENT
ALAMO MOWER PARTS - 25% OFF MSRP

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: Jonicia Tucker
BUYER AUTHORIZED DESIGNEE

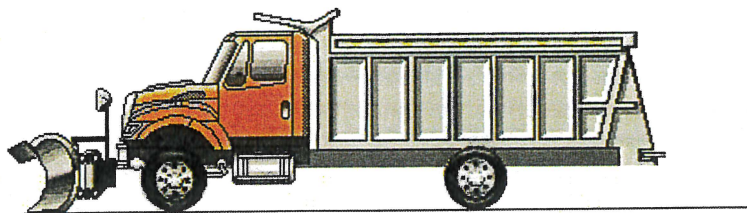
DATE: 06/24/24

Prepared For:
 Kent County Commissioners
 Dave Edwards
 709 Morgnac Rd.
 Chestertown, MD 21620-3110
 (410)714 - 0093
 Reference ID: FY 2025 Dump

2025 International HV507
Equipped With Stainless Steel Dump Body &
Snow Removal Equipment
State of Maryland Blanket P.O. #001B4600261
Sales Price: \$185,688.08

Presented By:
 Beltway International, LLC
 Sam X Eitel
 1800 Sulphur Spring Rd.
 Baltimore MD 21227 -
 (410)247-5700

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV507 SFA (HV507)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 35000. Calc. GVWR: 35000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 45.37% / 3.33% @ 55 MPH Calc. Geared Speed: 62.9 MPH
DIMENSION:	Wheelbase: 167.00, CA: 92.00, Axle to Frame: 79.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 167.00 Wheelbase, 92.00 CA, and 79.00 Axle to Frame.

AXLE CONFIGURATION

1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.

ENGINE

12EYW	ENGINE, DIESEL {Cummins L9 300} EPA 2024, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12VBC	AIR CLEANER Single Element
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

TRANSMISSION

13BDM	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

<u>Code</u>	<u>Description</u>
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)
-------	-------------------------------------

REAR AXLES, SUSPENSIONS

14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity

FRONT AXLES

2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
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FRONT SUSPENSIONS

3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
------	--

CABS, COWLS, BODIES

16030	CAB Conventional, Day Cab
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WBY	ARM REST, RIGHT, DRIVER SEAT
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WSK	CAB REAR SUSPENSION Air Bag Type
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u>

<u>Code</u>	<u>Description</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16XJN	INSTRUMENT PANEL Flat Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16VLV	MONITOR, TIRE PRESSURE Omit
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRAMES

1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer C-Channel Reinforcement
1570	TOW HOOK, FRONT (2) Frame Mounted
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

<u>Code</u>	<u>Description</u>
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqn
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

STEERING

5PSA	STEERING GEAR {Sheppard M100} Power
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
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EXHAUST SYSTEMS

7BMB	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance
7BEV	AFTERTREATMENT COVER Steel, Black
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WAZ	TAIL PIPE (1) Turnback Type

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
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<u>Code</u>	<u>Description</u>
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
8GXD	ALTERNATOR {Leece-Neville AV160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8RPP	ANTENNA Shark Fin, Roof Mounted
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8518	CIGAR LIGHTER Includes Ash Cup
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8HAG	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8XNY	HEADLIGHTS Halogen
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8VAY	HORN, ELECTRIC Disc Style
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

FRONT END

<u>Code</u>	<u>Description</u>
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MISC

10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

FUEL TANKS

15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

WHEELS, TIRES - FRONT

27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7472133269	(2) TIRE, FRONT 11R22.5 Load Range G XZE2 (MICHELIN), 501 rev/mile, 75 MPH, All-Position

WHEELS, TIRES - REAR

28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7482133264	(4) TIRE, REAR 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive

WHEELS MISC OPTIONS

29PBA	PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint

BODY INTEGRATION

60AAA	BDY INTG, REMOTE POWER MODULE Mounted Under Cab or On Battery Box, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std)
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Code	Description
	Chassis schematic N/A

Services Section:

WARRANTY	
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Godwin Dump Body Quote with Snow Removal Equipment. Please See Attached for Body Specifications.
2	Larger Toolbox
	FLOOR PLAN
	DOT KIT
	FUEL

Quote

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141



LOCATION
17665 HWY 421S. DUNN, NC 28334
FAX: 910 892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0148704
Customer Number: 02-BELT WA

QUOTE DATE 1/17/2024

Salesperson: Steve Pantis

Quote Valid for:

910-890-1813

Sold To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

spantis@godwin-group.net

ATTENTION:

F.O.B.
DUNN, NC

Delivery Terms

Ship VIA
DELIVERED

Payment Terms
NET 30

Item Code	Description	Ordered	List Price
KENT COUNTY			
403U10/26SS	BODY 403U 10 X 26 X 32 STAINLE	1.00	
820SFDA-10 P22	HOIST 820SF DA 10 FT P22	1.00	
CON8GABODY-10	BODY 8GA UPGRADE 10	1.00	
3/16ARFLR-SB/10	FLOOR AR3/16 184/300 10FT	1.00	
OAKSIDEBD10	OAK SIDE BOARD 10'	1.00	
CONT INTHB	CONTR BODY INTEGRAL HEADBOARD	1.00	
GRIPSTRUT-10	WALK ROD GRIP STRUT 10	1.00	
HAS	HIDE A STEP	2.00	
HANDLES	OUTSIDE HANDLES ON DUMP BODY	2.00	
INSIDESTEPS	INSIDE STEPS ON DUMP BODY	2.00	
LIGHTHOLE	LIGHT HOLES IN CP, RA, RCP	1.00	
HTARP	HYDRA TARP ASSEMBLY COMPLETE	1.00	
TG6P-300	TAILGATE 6 PANEL UPCHARGE	1.00	
ATG	TAILGATE AIR CONTROL	1.00	
PB36SRP	MUD FLAP 24X36 STA SPRAY	1.00	
INSINGLEFB	INSTALL SINGLE AXLE FULL BLOWN	1.00	
INSBP200	HITCH PINTLE SPRING 25 TON.	1.00	
INSREINFFB	INSTALL FRONT BUMPER REINFORCE	1.00	
INSFRTMUDSTL	MUD GUARD STEEL FRONT	1.00	
BCABTBOX24X36	T'BOX BEHIND CAB 24X36X84	1.00	
WITH SHELF			
INSATG	LABOR TO INSTALL ATG	1.00	

continued

Quote

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141



LOCATION
17665 HWY 421S. DUNN, NC 28334
FAX: 910 892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0148704
Customer Number: 02-BELT WA

QUOTE DATE 1/17/2024

Salesperson: Steve Pantis

Quote Valid for:

910-890-1813

spantis@godwin-group.net

Sold To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

Ship To:
BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
BALTIMORE, MD 21227

ATTENTION:

F.O.B.	Delivery Terms	Ship VIA	Payment Terms
DUNN, NC		DELIVERED	NET 30

Item Code	Description	Ordered	List Price
INS4PIN	INSTALL 4-PIN ELECTRIC PLUG	1.00	
INS6PIN	INSTALL 6-PIN ELECTRIC PLUG	1.00	
INSGADHAND	GLAD HANDS	1.00	
	CHASSIS MUST BE EQUIPT		
PNTUNDERSB	PAINT UNDER COATING 10' BODY	1.00	
INSSEALEDHARN	INSTALL SEALED WIRING HARNESS	1.00	
EBC	ELECTRIC BRAKE CONTROL	1.00	
PLOWLIGHTKIT	PLOW LIGHTS, BRACKET, HARNESS	1.00	
	HEATED PLOW LIGHTS 80990		
INS6HEAD	INSTALL 6-HEAD FLASHING LED	1.00	
	INSTALLED IN CAB PROTECTOR AND REAR CORNER POST (STROBES IN GREEN SL66GO)		
INSAMBER	INSTALL AMBER STROBE ON	1.00	
	WHELEN STROBE (SWINGING)		
CRANKDRIVE	CRANK DRIVEN PUMP-TRUCK W/	1.00	
AM-HYDRAMAXTPAD	HYDRAMAX TOUCHPAD SYS from AMS	1.00	
INSHYDRAMAX	INSTALL HYDRAMAX TOUCHPAD SYST	1.00	
DELIVERY375	DELIVERY CHRGR 350-399 MILES	1.00	
GN200	UNIVERSAL PUSH FRAME	1.00	
P120M10X42	PLOW MODEL 120M 10 X 42	1.00	
P62107017	PLOW SNOWSHIELD ASSEMBLY RUBBE	1.00	
P62100753	PLOW POWER REVERSE OPTION	1.00	
P62100928	PLOW WRAP AROUND CURB BUMPER	1.00	
P62100385-M	PLOW ADJ PAIR OF MUSHROOM CAS	1.00	
P99806255	PLOW MOLD BOARD END MARKERS 36	1.00	
P92425SSA	HYDRAULIC SS SPREADER 6" AUGER	1.00	

continued

Quote

MAILING
P. O. BOX 1147 DUNN, NC 28335
910 892-0141



LOCATION
17665 HWY 421S. DUNN, NC 28334
FAX: 910 892-7402

Building Truck Equipment Since 1966

QUOTE NUMBER 0148704

QUOTE DATE 1/17/2024

Customer Number: 02-BELT WA

Salesperson: Steve Pantis

Quote Valid for:

910-890-1813

spantis@godwin-group.net

Sold To:

BELTWAY INTERNATIONAL
1800 SULPHUR SPRINGS RD.
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BALTIMORE, MD 21227

ATTENTION:

F.O.B.
DUNN, NC

Delivery Terms

Ship VIA
DELIVERED

Payment Terms
NET 30

Item Code	Description	Ordered	List Price
PM-507	LIGHT INCD 4 WORK LIGHT RUBBER SPREADER LIGHT UNDER APRON INSTALLED ON CUSTOMER SUPPLIED CHASSIS WITH USABLE 112" CA, AUTOMATIC ALLISON TRANSMISSION 3000 OR LARGER, PLOW LIGHT PACKAGE, BUCKET SEATS, INTEGRAL FRONT FRAME EXTENSION WITH STATIONARY GRILLE AND CLEAR FRAME RAILS OUTSIDE AND BELOW.	1.00	
P63102200SS	OPTION: GOOD ROADS TG SPREADER T'GATE SPDR DIR DRIVE W/O SENS DEDUCT \$930.00	1.00	

QUOTE PRICE

Steel Surcharge Amt:

Quote prepared by:

Chris Bernhard

910 321-8917

cbernhard@godwinmfg.com

Total: _____

Vickie Quinn

From: David Edwards
Sent: Thursday, July 11, 2024 9:44 AM
To: Vickie Quinn
Subject: FW: New Plow Truck
Attachments: FY25 Dump Proposal.pdf



David Edwards
Automotive Services Supervisor
Kent County Roads Division
Kent County Public Works
709 Mognec Rd, Ste 103
Chestertown, MD 21620
410-810-1304
dedwards@kentgov.org

From: Sam Eitel <sam.eitel@beltwaycompanies.com>
Sent: Tuesday, July 09, 2024 11:32 AM
To: David Edwards <dedwards@kentgov.org>
Subject: RE: New Plow Truck

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Dave,

I just received the updated body quote from Godwin. Please see attached for an updated proposal. Please let me know if you happen to have any questions. Thank you for the opportunity!

Sam

SAM EITEL
Truck Sales Representative

Direct: 301-418-2111
Office: 410-387-7245
Web: www.beltwaycompanies.com
Fax: 410-789-2918

From: David Edwards <dedwards@kentgov.org>
Sent: Wednesday, July 3, 2024 3:17 PM

To: Sam Eitel <sam.eitel@beltwaycompanies.com>
Subject: RE: New Plow Truck

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sam, thanks, you also.

Dave



David Edwards
Automotive Services Supervisor
Kent County Roads Division
Kent County Public Works
709 Mognec Rd, Ste 103
Chestertown, MD 21620
410-810-1304
dedwards@kentgov.org

From: Sam Eitel <sam.eitel@beltwaycompanies.com>
Sent: Wednesday, July 03, 2024 1:21 PM
To: David Edwards <dedwards@kentgov.org>
Subject: RE: New Plow Truck

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Dave,

I just reached out to Godwin again and got this message.

Godwin is currently undergoing inventory the week of June 24th. We are checking email periodically but we have limited time available during this period, as sales is performing data entry. We will not be in the office at all on June 28th.

Godwin is also shut down for the week of July 4th, returning on July 8th. We will not be answering emails during this time.

I'll be sure to follow back up with them on Monday to see how soon we can get their body quote.

Happy 4th!!!

Sam

SAM EITEL

Truck Sales Representative

Direct: 301-418-2111

Office: 410-387-7245

Web: www.beltwaycompanies.com

Fax: 410-789-2918

From: Sam Eitel <sam.eitel@beltwaycompanies.com>

Sent: Monday, July 1, 2024 2:15 PM

To: David Edwards <dedwards@kentgov.org>

Subject: RE: New Plow Truck

Dave,

Just waiting on an updated body quote from Godwin. I'll send you the updated proposal once I receive their quote back.

Thanks!

Sam

SAM EITEL

Truck Sales Representative

Direct: 301-418-2111

Office: 410-387-7245

Web: www.beltwaycompanies.com

Fax: 410-789-2918

From: David Edwards <dedwards@kentgov.org>

Sent: Monday, July 1, 2024 7:52 AM

To: Sam Eitel <sam.eitel@beltwaycompanies.com>

Subject: RE: New Plow Truck

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sam,

Good morning we've been approved for the purchase of another dump truck for FY25 , could I please have a new updated proposal so we can look things over and get things moving.

Also a copy of the piggyback contract please.

Thanks,

Dave Edwards



David Edwards
Automotive Services Supervisor
Kent County Roads Division
Kent County Public Works

709 Mognec Rd, Ste 103
Chestertown, MD 21620
410-810-1304
dedwards@kentgov.org

From: Sam Eitel <sam.eitel@beltwaycompanies.com>
Sent: Tuesday, June 25, 2024 10:05 AM
To: David Edwards <dedwards@kentgov.org>
Subject: New Plow Truck

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Dave,

Per our conversation we're looking at a build date in October for the chassis which would put us roughly in December timeframe before the truck is complete and ready to be delivered. If we can secure an earlier build slot we will be sure to do so. Thank you!

Sam



SAM EITEL
Truck Sales Representative
Beltway Companies

Direct: 301-418-2111
Office: 410-387-7245
Mobile: 301-418-2111
Fax: 410-789-2918
Email: sam.eitel@beltwaycompanies.com
Web: www.beltwaycompanies.com



Circle of Excellence
Member

1800 Sulphur Spring Rd
Baltimore, MD 21227

CONFIDENTIALITY NOTICE: The information contained in this electronic message is confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this electronic message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If you have received this electronic message in error, please immediately notify us by telephone and return or destroy the original message to assure that it is not read, copied, or distributed by others.

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**Shelly Neal-Edwards, Director, Kent County Department of Social
Services
7/23/2024
County Commissioners Meeting**

Item Summary:

Social Services Advisory Board Recommendation

ATTACHMENTS:

Description



**Chris Walmsley, Director of Office Administration, Kent County Public
Library
7/23/2024
County Commissioners Meeting**

Item Summary:

Library Trustee Recommendation

ATTACHMENTS:

Description



Millington Wastewater Treatment Plant 7/23/2024 County Commissioners Meeting

Item Summary:

Letters of Support Received

ATTACHMENTS:

Description

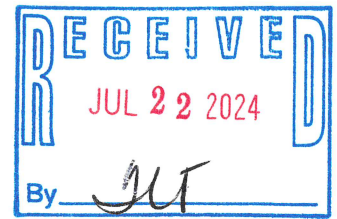
07.2024 L. Freeman Evans Letter of Support - Millington WWTP Supplemental Funding

07.16.24 Kevin Hemstock, Mayor, Town of Millington re Millington WWTP Supplemental Funding

07.23.24 Kevin Shearon, DMS and Associates, LLC re Millington WWTP Supplemental Funding

07.23.24 Russell H. Richardson, President, Richardson Properties Corp., Manager, Millington Crossing Associates 1, 2, and 3, LLCs, Letter of Support, Millington WWTP Supplemental Funding

July 2024



Mr. Ronald H. Fithian, President
County Commissioners of Kent County Maryland
400 High Street
Chestertown, MD 21620

RE: Millington WWTP Supplemental Funding

Dear President Fithian and County Commissioners,

I, L. Freeman Evans am expressing support of the use of the supplemental Rural Maryland Economic Development Funds (RMEDF) in the amount of \$250,000 to be utilized for the following projects:

Water Capacity Preliminary Engineering Study, \$40,500: This study will provide a review of existing public water supply capacity and improvements to serve the projected development as a result of the wastewater treatment plant relocation and expansion.

Water/Sewer Rate Allocation Fee Study, \$44,720: This study will update and develop projections for establishing the allocation fees for new connections to public water and sewer facilities to assist with the financing of the project.

Preparation of Water and Sewer Standard Specifications, \$92,090: The project will develop uniform standards for the construction of water and sewer infrastructure in the Town and County in response to the potential for significant development so that the extension of water supply and sewer conveyance facilities to be constructed by developers is consistent and reliable.

These projects are intended to provide valuable information that potential developers have been requesting to begin planning for their development projects.

Sincerely, 

CC: Jamie Williams, ETD
Dan Mattson, DPW

Town of Millington

Incorporated 1890

P. O. Box 330 - Millington, Maryland 21651

Phone: (410) 928-3880

Website: millingtonmd.us

July 15, 2024

Mr. Ronald H. Fithian, President
County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620

RE: Millington WWTP Supplemental Funding

Dear President Fithian and County Commissioners,

The Millington Mayor and Council is expressing their support of the use of the supplemental Rural Maryland Economic Development Funds (RMEDF) in the amount of \$250,000 to be utilized for the following projects:

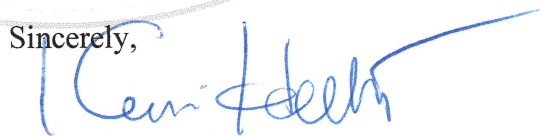
Water Capacity Preliminary Engineering Study, \$40,500: This study will provide a review of existing public water supply capacity and improvements to serve the projected development as a result of the wastewater treatment plant relocation and expansion.

Water/Sewer Rate Allocation Fee Study, \$44,720: This study will update and develop projections for establishing the allocation fees for new connections to public water and sewer facilities to assist with the financing of the project.

Preparation of Water and Sewer Standard Specifications, \$92,090: The project will develop uniform standards for the construction of water and sewer infrastructure in the Town and County in response to the potential for significant development so that the extension of water supply and sewer conveyance facilities to be constructed by developers is consistent and reliable.

These projects are intended to provide valuable information that potential developers have been requesting to begin planning for their development projects.

Sincerely,



Kevin Hemstock
Mayor

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

RECEIVED

Sm 3

JUL 18 2024

KENT COUNTY
COMMISSIONERS OFFICE



Davis, Moore, Shearon & Associates, LLC

July 18, 2024

Mr. Ronald H. Fithian, President
County Commissioners of Kent County Maryland
400 High Street
Chestertown, MD 21620

RE: Millington WWTP Supplemental Funding

Dear President Fithian and County Commissioners,

DMS & Associates is expressing their support of the use of the supplemental Rural Maryland Economic Development Funds (RMEDF) in the amount of \$250,000 to be utilized for the following projects:

Water Capacity Preliminary Engineering Study, \$40,500: This study will provide a review of existing public water supply capacity and improvements to serve the projected development as a result of the wastewater treatment plant relocation and expansion.

Water/Sewer Rate Allocation Fee Study, \$44,720: This study will update and develop projections for establishing the allocation fees for new connections to public water and sewer facilities to assist with the financing of the project.

Preparation of Water and Sewer Standard Specifications, \$92,090: The project will develop uniform standards for the construction of water and sewer infrastructure in the Town and County in response to the potential for significant development so that the extension of water supply and sewer conveyance facilities to be constructed by developers is consistent and reliable.

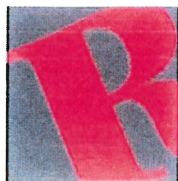
These projects are intended to provide valuable information that potential developers have been requesting to begin planning for their development projects.

If you should have any questions, please feel free to contact me at (443)262-9130.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Shearon", is written over a horizontal line.

Kevin J. Shearon, P.E., LEED AP



**RICHARDSON
PROPERTIES**
CORPORATION & AFFILIATES

Respond to: ☐ 15 Smith Bridge Road, P.O. Box 546, Chester Heights, PA 19017

Office 610-459-2600 • FAX 610-459-1981

☒ 245 Cabin John Road, Farleville, MD 21919

Office 410-275-2714 • FAX 410-275-8076

☐ 576 Broad Avenue South, Naples, FL 34102

Office 239-529-2278 • FAX 239-300-0790

*C. Jamie Williams, ETD
Dan Mutton, DEW*

July 15, 2024

Mr. Ronald H. Fithian, President
County Commissioners of Kent County Maryland
400 High Street
Chestertown, MD 21620

RE: Millington WWTP Supplemental Funding

Dear President Fithian and County Commissioners,

Richardson Properties Corp and their affiliated entities Millington Crossing Associates 1,2, and 3, LLCs are expressing their support of the use of the supplemental Rural Maryland Economic Development Funds (RMEDF) in the amount of \$250,000 to be utilized for the following projects:

Water Capacity Preliminary Engineering Study, \$40,500: This study will provide a review of existing public water supply capacity and improvements to serve the projected development as a result of the wastewater treatment plant relocation and expansion.

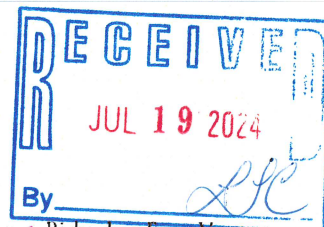
Water/Sewer Rate Allocation Fee Study, \$44,720: This study will update and develop projections for establishing the allocation fees for new connections to public water and sewer facilities to assist with the financing of the project.

Preparation of Water and Sewer Standard Specifications, \$92,090: The project will develop uniform standards for the construction of water and sewer infrastructure in the Town and County in response to the potential for significant development so that the extension of water supply and sewer conveyance facilities to be constructed by developers is consistent and reliable.

These projects are intended to provide valuable information that potential developers have been requesting to begin planning for their development projects.

Very truly yours,

Russell H. Richardson
President, Richardson Properties Corp
Manager, Millington Crossing Associates 1,2, and 3, LLCs.





Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
7/23/2024
County Commissioners Meeting

Item Summary:

FY2024 Quarterly Report

ATTACHMENTS:

Description

KATE NA Cover 2

07.23.24 FY2024 4th Quarter Report



Kent Alcohol and Tobacco Enforcement (KATE)

Bonnie S. Pearsall, Inspector



Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: June 23, 2024
Subject: Quarterly Report

Memorandum

FY2024 Quarterly Report: Inspector Pearsall conducted routine inspections for fifty-seven (57) alcohol establishments for Quarter 4 (April, May, and June). Inspector Pearsall continues to visit establishments to issue educational materials. Inspector Pearsall conducted eighteen educational compliance checks with Mystery Shoppers, resulting in an 88% positivity rate.

The KATE team continues to look for responsible 18 to 20 ½-year-olds for compliance checks on tobacco retailers, as well as responsible 21 to 27-year-olds to be “Mystery Shoppers” who will use the yellow and green cards to check alcohol establishments for compliance, making sure they are asking for Identification from their patrons.



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
7/23/2024
County Commissioners Meeting

Item Summary:

Compliance Check Results, 21 or None Tobacco Campaign

ATTACHMENTS:

Description

KATE NA Cover

FY2024 Third and Final Round of Compliance Checks, Congratulations Responsible Retailers
Advertisement

07.23.24 FY2024 Second Half, Tobacco Non-Compliance Check Result Letter, Molly's Mart

07.23.24 FY2024 Second Round Rechecks, Tobacco Compliance Check Result Letter, 7-Eleven

07.23.24 FY2024 Second Round Rechecks, Tobacco Compliance Check Result Letter, Sassy River Market
II

Questions?
Please contact me:

Bonnie S. Pearsall
Office: 410-810-2212
Cell: 443-282-5785
bspearsall@kentgov.org



Thank You *for being a*

Responsible **RETAILER**

The Board of License Commissioners of Kent County, in conjunction with the Kent County Health Department, congratulates the following establishments for ***being compliant*** during the local tobacco compliance checks conducted during the month of June:

7-Eleven, Acme, Bayside Market, BP, Country Liquors, C-Town Liquors, Dollar General (Chestertown), Dollar General (Millington), Dollar General (Rock Hall), Dollar General (Worton), Food Lion, Galena Mini-Mart, Great Oak Landing, Highs, Lewes Dairy Mart, PIP's Liquors, Redner's Grocery, Rock Hall Liquors, Royal Farms, Sassy River, Shore Stop, Smoke Needs, Suds N Soda, Sunny's Mart, Super Soda, Tale Gate, Walgreens (Chestertown), and Walgreens (Rock Hall).

In order to be compliant with the federal law, state and local laws, Kent County retailers should not sell tobacco products to anyone under the age of 21 – no exceptions.

Thank you for being a responsible retailer!





Board of License Commissioners

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

July 23, 2024

Molly's Mart
12503A Augustine Herman Highway
Kennedyville, MD 21645

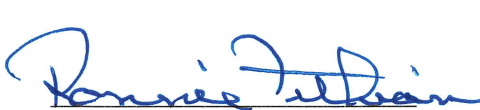
Re: Compliance Check Results, Citation No. 1Z40701893, 1st Violation

Dear Licensee:

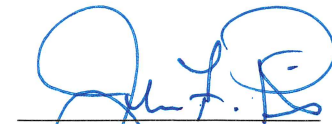
A compliance check was conducted at your establishment on June 27, 2024. A tobacco product was sold to an individual under the age of 21 in violation of Health General Article § 24-307 - Distribution of tobacco products, paraphernalia, or coupons to minors prohibited. A civil citation was issued for Kent County District Court. This is the first violation within a 12-month period. Your business is subject to a recheck, and the appropriate state and local agencies will be notified. Further violations by your establishment may result in additional punitive actions.

Keep in mind that an individual under the age of 21 years is a minor and cannot lawfully purchase tobacco products, tobacco paraphernalia, or electronic cigarettes. As a retailer, you are required to use a driver's license or government-issued ID to verify the age of a customer. For additional 21 or None Campaign materials or training tools, please contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson., Member


John F. Price, Member

KCC: ltc

Enclosure: Health General Article § 24-307

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Thomas N. Yeager, County Attorney
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease



Board of License Commissioners

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

July 23, 2024

7 Eleven, 36098A
212 S. Maple Avenue
Chestertown, MD 21620

Re: Result of Compliance Re-Check

Dear Licensee:

After a violation has occurred, the Kent Alcohol and Tobacco Enforcement Inspector is required to complete a re-check within thirty (30) to sixty (60) days of the date of the infraction. Inspector Pearsall conducted a re-check of your establishment and found it compliant.

The Board of License Commissioners is pleased to report that during a compliance re-check on June 27, 2024, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson., Member

John F. Price, Member

KCC: ltc

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease



Board of License Commissioners

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

July 23, 2024

Sassy River Market II
120 E. Cross Street
Galena, MD 21635

Re: Result of Compliance Re-Check

Dear Licensee:

After a violation has occurred, the Kent Alcohol and Tobacco Enforcement Inspector is required to complete a re-check within thirty (30) to sixty (60) days of the date of the infraction. Inspector Pearsall conducted a re-check of your establishment and found it compliant.

The Board of License Commissioners is pleased to report that during a compliance re-check on July 13, 2024, your establishment demonstrated its commitment to checking the identification of your patrons prior to the sale of tobacco and electronic cigarette products. The Board appreciates your efforts to ensure your customers may legally purchase age-restricted products. If you should have any questions, please feel free to contact Inspector Pearsall at 443-282-5785.

Sincerely,
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

KCC: ltc

cc: Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement (KATE)
Nicole Morris, MS, RN, Director, Kent County Health Department Chronic Disease



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
7/23/2024
County Commissioners Meeting

Item Summary:

Kent County Health Department Memorandum of Understanding

ATTACHMENTS:

Description

KATE NA Cover

07.23.24 Memorandum of Understanding, By and Between Kent County Health Department and Kent County Government, FY2025 Grant Award- Tobacco Enforcement Program



Kent Alcohol and Tobacco Enforcement

Questions?
Please contact me:

Bonnie S. Pearsall
Office: 410-810-2212
Cell: 443-282-5785
bspearsall@kentgov.org



Memorandum Of Understanding

This agreement was entered into on or about July 15, 2024 between the Kent County Health Department (Grantor) and Kent County Government (Grantee) and will end June 30, 2025. The grant award of \$30,000 is to implement the tobacco enforcement program.

The Grantor Agrees To:

- 1) Periodically monitor the Grantee to assure that services are being provided to the target population and that funds are being spent for the prescribed purpose.
- 2) Provide technical assistance in carrying out an action plan and evaluation component.

The Grantee Agrees To:

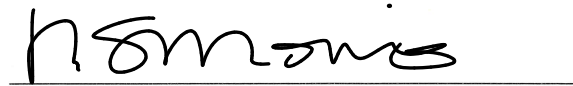
- 1) Perform three rounds of compliance checks on all licensed tobacco retailers, with necessary follow-up per state and local guidelines.
- 2) Cooperate with monitoring visits from the Grantor.
- 3) Submit Request for Payment Form 437 for the award amount after the project agreement (MOU) has been signed.
- 6) Maintain books, records, documents and other evidence and shall adopt accounting procedures and practices that sufficiently and properly reflect all direct costs of any nature expended in the course of this agreement. These books, records, documents and other evidence shall be available for inspection. If review reveals that funds are not expended within the limits of the approved budget or modifications, it is understood that restitution of monies found to be in violation of this agreement shall be made to the Maryland Department of Health .
- 7) Submit a narrative report, detailing actual performance by the following dates: January 5, 2025 and July 5, 2025. Reports should be submitted to Nicole Morris @ nicole.morris@maryland.gov

The Grantor and the Grantee Mutually Agree:

- 1) That this award is subject to the requirements and conditions set forth in the MDH Human Services Agreements Manual.
- 2) That this award is based upon estimated levels of State and/or Federal funding. If the actual allocations differ significantly from the current estimates, the grant award will be adjusted accordingly, and services may be curtailed accordingly.

ATTEST:

For the Grantor:



Signature
Nicole Morris

7/24/24

Date

For the Grantee:



Signature

07-23-24

Date



Bill Mackey, Director, Planning, Housing, and Zoning
7/23/2024
County Commissioners Meeting

Item Summary:

2023 Agricultural Land Preservation Districts Finalization

ATTACHMENTS:

Description



Procedures For Public Comment 7/23/2024 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

07.23.24 Public Comments Sign In Sheet



Office of The County Commissioners

Press and Public Comments

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

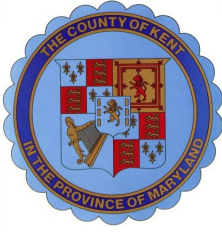
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

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

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
kentcounty@kentgov.org

**PUBLIC COMMENTS
SIGN IN SHEET
July 23, 2024**

NAME (please print)	ADDRESS	TOPIC



American Rescue Plan Act (ARPA) Funds Spend Plan 7/23/2024 County Commissioners Meeting

ATTACHMENTS:

Description

7-16-2024 ARPA Fund Commissioner Report

**AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
7/16/2024**

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	12/30/2023
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	7/26/2023
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	8/2/2023
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	9/20/2023
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	8/10/2023
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	9/20/2023
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	64,940	11/28/23	64,940	
Worton WWTP Solids Press Replacement Construction Management		20,000			
Worton WWTP Solids Press Replacement		250,000			
Sewer Jetter Camera Nozzle	Water & Wastewater Fund	14,065	04/02/24	14,065	
Major Repairs and Expenses	Water & Wastewater Fund				
Well redevelopment program		40,000	04/02/24	40,000	
Pump Stations - pump replacement program		28,000	04/02/24	28,000	
Worton Wastewater Treatment Plant - replace electrical wiring		50,000	04/02/24	50,000	
Fairlee Water Treatment Plant - design/replace actuator valve & repair piping		15,000	04/02/24	15,000	
Tolchester Wastewater Treatment Plant - replace control valves		19,000	04/02/24	19,000	
Pump Station SCADA Upgrades - convert remainder of locations		36,675	04/02/24	36,675	
Wesley Chapel Pump Station Wet Well	Water & Wastewater Fund	36,700	06/25/24	36,700	
Total Amount of Funds Committed		<u>\$ 3,686,077</u>		<u>\$ 3,416,077</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 80,700</u>		<u>\$ 350,700</u>	



Contingency and Use of Fund Balance Report 7/23/2024 County Commissioners Meeting

ATTACHMENTS:

Description

7-16-2024 Commissioner Report Contingency

[illegible]