THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

July 12, 2022

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

Meeting Announcements

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

Consent Items

#1 - Regular Session Minutes, June 28, 2022

#2 - Liquor Minutes, June 28, 2022

#3 - Marty Holden, Division Chief, Environmental Operations

Public Landings, Department of Natural Resources Grant

Departmental Appointments

Herbert Dennis, Warden, Kent County Detention Center and Penny Young-Carrasquillo, Grants Manager

Opioid Use Disorder Treatment Initiative

Herbert Dennis, Warden, Kent County Detention Center

FY2023 Jailcraft Service Agreement

Wayne Darrell, Director, Emergency Services

911 Board Cybersecurity Project

Myra Butler, Director, Parks and Recreation

FY2023 Local Parks and Playground Infrastructure Grant Funding Recommendations

Carla Gerber, Deputy Director, Planning, Housing, and Zoning

Maryland Agricultural Land Preservation Foundation FY2023 Easement Rankings

Public Works Director

Engineering

Board of Education Fleet Management Lease

Environmental Operations Division

Maryland Environmental Service, Midshore II Regional Landfill Tipping Fees

Environmental Operations Division

FY2023 Earth Data Inc. Contract Renewals

Roads Division

FY2023 State Aid Surface Treatment List Approval

County Administrator

Shelley Heller, County Administrator

July Meeting Schedule Adjustment

Maryland Community Development Block Grant Programs

Progress Reports

County Administrator Report

Kent County Sheriff's Office

FY2023 Police Accountability, Community, and Transparency Grant Program
Kent County Sheriff's Office Equipment Initiative Grant Application

Letters for Signature

Citizen Interest Form

Economic and Tourism Development Commission

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Kent Soil and Water Conservation District

Thank You Letter

Commission on Aging

Thank You Letter

Thank You Letter

Citizen of Kent County

National Association of Counties

American Rescue Plan Act

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Marty Hale, Director, Human Resources

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

Shelley Heller, County Administrator

Personnel
Statutory authority to close session under the provision from General Provisions Art. § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

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

Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive Comments From The Public
7/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment 2022

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR PUBLIC COMMENT

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, and citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name-calling when offering any critique.

#1 - Regular Session Minutes, June 28, 2022
7/12/2022
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, June 28, 2022
7/12/2022
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Marty Holden, Division Chief, Environmental Operations
7/12/2022
County Commissioners Meeting

Item Summary:
Public Landings, Department of Natural Resources Grant

ATTACHMENTS:

Description

MOU Award Letter

07.12.22 Memorandum of Understanding, By and Between the State of Maryland Department of Natural Resources, Chesapeake and Coastal Service and Kent County Commissioners, Sanitary Services at Boating Facilities

MARYLAND
DEPARTMENT OF
NATURAL RESOURCES

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Deputy Secretary

July 5, 2022

VIA EMAIL

Mr. Marty Holden
EOD Division Chief
Kent County
709 Morgnec Rd, Suite 104
Chestertown, MD 21620

RE: SC-2310, $10,000 (FY 2023)
Sanitary Service Contract Grant

Dear Mr. Holden**:**

We are pleased to inform you that this office has approved funding in the amount of $10,000.00 for Sanitary Service Contracts in Kent County for fiscal year 2023. These funds may be used to cover the cost of approved contractual services for portable toilet rentals/services at public recreational motor boating facilities.

Grantees receiving more than $5,000 in grant funding are required to enter into a Memorandum of Understanding (MOU) with the Department prior to disbursement of any grant funds. A copy of this document is attached for signature. Please sign and return a scanned copy of the MOU via email to Sandi Pepe, Regional Program Administrator, at sandi.pepe@maryland.gov. A fully executed copy will be returned to you when signed by our Department. If not previously submitted, please forward the county's current sanitary service contract documents for review and for our file record. ***Please note, all invoices with appropriate back-up documentation associated with this grant must be submitted on or before July 31, 2023.***

If you have any questions, please call Sandi.Pepe at 443-433-6284.

Sincerely,

Carla Fleming

Carla M. Fleming, Director
Center for Waterway Improvement & Infrastructure

cc: Sandi Pepe, DNR Regional Program Administrator

DEPARTMENT OF NATURAL RESOURCES
MEMORANDUM OF UNDERSTANDING
REV. 12/2011
[For Contracts Exempt from Procurement]

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 20____, by and between the

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

Chesapeake and Coastal Service

Tawes State Office Building, E-2

Annapolis, MD 21401

hereinafter ("Department"),

and

Kent County Commissioners

400 High Street

Chestertown, MD 21620

hereinafter ("Contractor").

WHEREAS, the Department is an agency of the State of Maryland;

WHEREAS, the Contractor is an agency of the State of Maryland, or a political subdivision of the State, or another government as defined in State Finance and Procurement Article, §11-203 of the Annotated Code of Maryland;

WHEREAS, the Contractor has agreed to perform work for the Department in accordance with this Memorandum of Understanding (or "MOU");

NOW, THEREFORE, the Department and the Contractor agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall: Provide sanitary services at boating facilities during the boating season, not to exceed nine (9) months (March – November). Sanitary services may include portable toilets or pump out of fixed holding tanks.

This work is more particularly described in the attached Scope of Work identified as Exhibit A.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

The services set forth above shall be performed for a total payment not to exceed Ten Thousand dollars ($ 10,000.00). The Contractor shall submit billings for all costs expended in the performance of this Memorandum in accordance with a payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, billing shall be monthly. If the Scope of Work contains a schedule for completion of various components of the work, each monthly billing shall identify the progress made in relation to the schedule and the payment being requested. The Contractor shall follow cost accounting practices acceptable to the Department. Billings shall be due and payable within thirty (30) days of receipt by the Department.

ARTICLE III - TERM

The term of this Memorandum shall be from July 1, 2022 through June 30, 2023. No work may be initiated under this Memorandum until it has been fully executed by all parties and the Contractor has been instructed to proceed by the Department.

ARTICLE IV - GENERAL CONDITIONS

The Department of Natural Resources, General Conditions, Memoranda of Understanding (Rev. 05/2012), are attached and made a part of this Memorandum.

ARTICLE V - CONTRACT REPRESENTATIVES

The following individuals are designated as contract representatives for their respective parties [name and address]:

Department: Sandi Pepe
Chesapeake and Coastal Service
Tawes State Office Building E-2
Annapolis, MD 21401
Phone: (410) 260-8466 Email: sandi.pepe@maryland.gov

Contractor: Marty T. Holden, Division Chief
Kent County DPW- Environmental Operations
709 Morgnec Road, Suite 104
Chestertown, MD 21620
Phone: (410) 778-2600 Email: mholden@kentgov.org

The scope of authority of the designated Contract Representatives to act for their respective parties is set forth in the attached General Conditions.

ARTICLE VI - KEY PERSONNEL

The Contractor agrees that the following named individuals are considered to be essential to the work being performed hereunder, and are designated as Key Personnel who shall be made available to the full extent required to carry out the work under this Memorandum:

Marty T. Holden, Division Chief Phone: (410) 778-2600
Email: mholden@kentgov.org

Should any of these individuals become unavailable during the term of this Memorandum, personnel of equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the Department, which approval may be denied by the Department at its sole discretion. Should the Contractor be unable to provide substitutes acceptable to the Department, the Department may terminate this Contract, or, at its option, negotiate with the contractor for an equitable adjustment under the Contract relative to the loss of such Key Personnel.

ARTICLE VII - MERGER

This Memorandum embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement other than those contained herein or incorporated herein by reference.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Memorandum by causing the same to be signed on the day and year first above written.

WITNESS

Lacey T. Cox 07/12/22
Print Name: Lacey T. Cox

KENT COUNTY

By P. Thomas Mason
P. Thomas Mason, President
Kent County Commissioners
Date: 07/12/22

WITNESS

_____
Print Name: _____

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

By _____
Christine Conn, Ph.D., Acting Director
Chesapeake and Coastal Service
Date: _____

_____
Print Name: _____

By _____
DNR Procurement Officer
Date: _____

Approved as to form and legal sufficiency

this _____ day of _____, 20

_____
Assistant Attorney General

SC-2310

Exhibit A

Scope of Work

Task Title:	Sanitary Services
Funding:	Total: $ 10,000.00
Project Term:	July 1, 2022 – June 30, 2023
Funding Recipient:	Kent County

Kent County requested funding in the amount of $10,000 for sanitary services funding per the Waterway Improvement Fund application dated 5/10/22. Of that request, $10,000 has been approved.

Kent County will provide sanitary services at boating facilities during the boating season, not to exceed nine (9) months (March – November).
Portable toilets will be located at the following locations:

Green Point	Betterton
Shipyard	Turner's Creek
Skinner's Neck	Green Lane
Quaker Neck	Ingleside
Long Cove	Bogles
Cliff City	Bayside Landing
Broadneck	Bayside bulkhead

Reimbursements for these services will be provided either quarterly, bi-annually or annually for the boating season covered under the MOU. Kent County shall submit all invoices with proof of payment (check number, copies of checks or evidence of wire transfer) along with a cover letter on Kent County letterhead indicating the following:

- "Sanitary Services" Grant number SC-2310
- Amount of the Request
- Federal Identification Number
- To whom the reimbursement is payable to.

The final invoice with appropriate back-up documentation shall be submitted no later than thirty days after the end date of the contract.

DEPARTMENT OF NATURAL RESOURCES
GENERAL CONDITIONS FOR
MEMORANDA OF UNDERSTANDING
REV. 5/12
[For Contracts Exempt from Procurement]

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to contracts exempt from the requirements of State Finance and Procurement Article, §11-101 et seq. of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Memorandum of Understanding ("Memorandum" or "MOU") executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the MOU are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Memorandum shall govern and control.

Specific terms used in this document have the following meaning:

A. "Contract" means the agreement between the Department and the Contractor for performance of services, including the MOU, Scope of Work and these General Conditions.

B. "Scope of Work" or "Work" refers to the specific contractual obligation of the Contractor as identified in the MOU or other work statement incorporated into the Contract.

C. "Contractor" means the State agency, political subdivision or government obligated to perform services for the Department under this Contract.

D. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

A. Independent Contractor - The Contractor is not an employee of the Department but is an independent contractor. The Contractor shall be responsible for providing all supplies and materials necessary for performance of all work under the Contract, and for withholding any taxes and social security payments due in relation to the Contract. The Contractor is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Notices - Service of any notice required by the Contract shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the MOU. If no contract representative is named, then the person executing the MOU for a party shall be the contract representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Contractor is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and work pursuant to this Contract, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Contractor agrees to prosecute all work under this Contract continuously and diligently and to meet all milestones contained in the Contract. The Contractor further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Contractor shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any subcontract, the Contractor agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Contract unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Contractor, may at any time make any change in the work within the general scope of the Contract. Within fifteen (15) days of receipt of a Notice of Change, the Contractor shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Contract provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Contractor shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the contractual obligation. Each contract modification or change order that affects contract price is subject to the prior written approval of the Department.

E. Suspension of Work - The Department unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Contractor intends to assert a claim against the Department, the Contractor shall do so within 30 days of the date the Contractor knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract.

ARTICLE IV - PROPERTY

The Contractor shall notify the Department in advance of public disclosure of any information related to this Contract, unless such disclosure is compelled by legislative or judicial process. The Contractor shall in all cases submit to the Department three (3) copies of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Contract which the Contractor desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Contractor to the Department at least thirty (30) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Contractor shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Contract. Furthermore, upon receipt of a written request from the Department, the Contractor shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Contractor may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Contract. With respect to any subject invention in which the Contractor retains title, the Department, and in those cases where federal money is involved, the federal government, shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Contractor shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Contract. Furthermore, the Contractor agrees that, if at any time during the course of performance of this Contract, it should become aware of a potential conflict between the rights of the Department under this Contract, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Contract may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Contractor assumes the risk that any materials, equipment, process, or other items required under the Contract or furnished by the Contractor are subject to any patent, copyright, trademark, trade secret or other property right of another. The Contractor shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Contractor shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the MOU, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Contract, shall be Department property and shall be used primarily for work under this Contract. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Contractor. The Contractor shall use all effort to care for and maintain the equipment. Upon termination of this Contract, the Department shall determine what disposition shall be made of the equipment and shall so notify the Contractor within thirty (30) days. The Contractor shall report its acquisition of non-expendable equipment covered by this Contract to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least $500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Contract shall be itemized in the budget of this Contract to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars ($2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - Recognizing that the Contractor is a government agency and, as such, is subject to limitations on the indemnity that it can legally provide, the Contractor agrees, to the fullest extent permitted by law, to indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Contract, either by the Contractor or any subcontractor, or their employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.

B. Insurance - If specified in the MOU, the Contractor shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Contractor agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Contractor hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Contractor to verify invoices submitted pursuant to this Contract.

B. Payment of State Obligations - Payments to the Contractor shall be made in accordance with the terms of the MOU. Charges for late payment are prohibited.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Contract and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this contract may be terminated by the Department in accordance with this clause in whole, or from time to time in

part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

C. Termination for Default - If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the Contract, the Department may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Department's option, become the Department's property. The Department shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Department can affirmatively collect damages.

D. Multi-Year Restriction - If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available. The Contractor may not recover anticipatory profits or costs incurred after termination.

ARTICLE IX - LEGAL

A. Severability - If any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable - Unless otherwise authorized by the Board of Public Works, this Contract shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency
Office of the Attorney General
Department of Natural Resources
May 2012

Herbert Dennis, Warden, Kent County Detention Center and Penny Young-Carrasquillo, Grants Manager
7/12/2022
County Commissioners Meeting

Item Summary:
Opioid Use Disorder Treatment Initiative

ATTACHMENTS:

Description

Herbert Dennis, Warden, Kent County Detention Center
7/12/2022
County Commissioners Meeting

Item Summary:
FY2023 Jailcraft Service Agreement

ATTACHMENTS:

Description

07.12.22 Service Agreement, Between Jailcraft, Inc., and the Kent County Detention Center, Maintenance and Service of Doors

JAILCRAFT, INC.
Detention Equipment Sales and Service
11521 Cronridge Drive, Suite F, Owings Mills, MD 21117
Phone: (410) 643-1771, Fax: (410) 643-1776

SERVICE AGREEMENT

THIS AGREEMENT *made this* 12th *day of* July *2022, between* ***JAILCRAFT, INC.*** *at 11521 Cronridge Drive, Suite F, Owings Mills, MD 21117, hereinafter called* ***JAILCRAFT,*** *for repairs as indicated herebelow at the* ***Kent County Detention Center*** *located at 104 Vickers Drive, Unit A in said city of Chestertown, MD 21620 hereinafter called the* ***DETENTION CENTER****.*

WHEREAS*, the* ***DETENTION CENTER*** *is the controller and operator of detention equipment which detains prisoners at Kent County Detention Center, and desires that such detention equipment be at all times kept in good order and repair; and*

WHEREAS, JAILCRAFT *is desirous of performing such services for the consideration hereinafter set forth.*

NOW THEREFORE*, the parties hereto in consideration of the mutual covenants and agreements herein contained do hereby agree as follows:*

1. ***JAILCRAFT*** *shall for a period of Twelve Months from the date hereof keep all said detention equipment of the* ***DETENTION CENTER*** *in good order and repair. This contract period will consist of* ***Six*** *individual service visits billable at the rate shown below.*

2. ***JAILCRAFT*** *shall maintain and, so far as necessary, test all detention equipment to the extent that may be necessary for the purpose of keeping it in good order and repair; shall test, lubricate, grind, remove, replace and weld or whatever may be required, not exceeding a time period more than sixteen man-hours per visit.*

3. *Thereafter or exceeding sixteen man-hours included in this contract the* ***DETENTION CENTER*** *shall pay to* ***JAILCRAFT*** *the prevailing service charges.*

4. *In consideration of the performance by* ***JAILCRAFT*** *of the agreements herein set forth, the* ***DETENTION CENTER*** *shall pay to* ***JAILCRAFT*** *THE SUM OF One Thousand Three Hundred Seventy Six Dollars and 00/100 ($1,376.00) per visit for a total of Eight Thousand Two Hundred Fifty Six Dollars and 00/100 ($8,256.00) per twelve months.*

Additional Scheduled Service under contract requested by the facility beyond the regularly scheduled service will be invoiced by Jailcraft, Inc. at a Portal-to-Portal hourly rate of $86.00 per man hour anytime during the day or evening hours, Monday through Friday. Weekends or Holidays will be invoiced by craft, Inc at a Portal-to-Portal hourly rate of $129.00 per man hour. Emergency calls will be invoiced at a Portal-to-Portal hourly rate of $172.00 per man hour. All Service calls outside of regular scheduled maintenance shall be billed for a 4 hour minimum.

(Continued...)

*5. In addition to such payment for said services, the **DETENTION CENTER** shall pay to **JAILCRAFT** the fair and reasonable value of all parts supplied by **JAILCRAFT** for the detention equipment necessary for the proper repair and maintenance thereof, whether such parts are required to be so furnished because of negligence of the **DETENTION CENTER** or otherwise.*

*6. **JAILCRAFT** assumes no liability for delays or failure hereunder caused by Acts of God, Government, labor difficulties, and causes beyond its control or for damage resulting from any consequential damages whatsoever.*

*7. **JAILCRAFT** assumes no liability for the existing equipment and failure of this equipment to function beyond this agreement.*

*8. If a critical emergency exists as determined by the person in charge of the **DETENTION CENTER**, the response time to the center will be less than forty-eight (48) hours from the time of notification.*

9. Each service visit will consist of two qualified repairpersons fully trained in the repair of the existing detention equipment at the facility. The repair personnel will be employed full time, especially for the repair of detention equipment and have expertise in electronics repair as well as one repairperson being a certified welder.

*10. Service tickets will be made on every service visit and shall be signed by an authorized Owner's representative. The service tickets will contain the date of the visit, equipment serviced, work performed, parts used, labor hours, problems encountered and additional work required. One copy of the service ticket will be retained by the **DETENTION CENTER** and one copy by **JAILCRAFT** with one copy being forwarded with the invoice.*

*11. **JAILCRAFT** shall for the period of this contract remains available to the **DETENTION CENTER**. This contract shall remain in force based on a month by month schedule and be automatically renewed each month unless either party terminates this agreement 60 days prior to the term of expiration. Each automatic renewal beyond each succeeding year shall increase this contract amount according to the current Consumer Price Index yearly average.*

***THIS AGREEMENT** executed today is for the period of twelve months from day and year first written above (page one).*

DETENTION CENTER REPRESENTATIVE:

Herbert Dennis 6-29-22
(Signature) (Date)

Herbert Dennis, Warden
(Print Name/Title)

JAILCRAFT, INC.:

(Signature) (Date)

Paul Trotta / Vice President
(Print Name/Title)

COUNTY COMMISSIONER PRESIDENT:

P. Thomas Mason 07/12/22
(Signature) (Date)

P. Thomas Mason, President
(Print Name/Title)

Wayne Darrell, Director, Emergency Services
7/12/2022
County Commissioners Meeting

Item Summary:
911 Board Cybersecurity Project

ATTACHMENTS:

Description

Cybersecurity proposal



Proposal

Cybersecurity Assessment Services and Incident Response Planning

April 4, 2022

Kent County Office of Emergency Services,
On Behalf of the State of Maryland

SECULORE SOLUTIONS

MissionCriticalPartners

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Introduction Letter

April 4, 2022

Wayne Darrell
Director
Kent County Office of Emergency Services
104 Vickers Dr. Unit D
Chestertown, MD 21620

Re: Proposal for Cybersecurity Assessments and Incident Response Planning

Dear Mr. Darrell:

Mission Critical Partners, LLC (MCP) and SecuLore Solutions (SecuLore) appreciate the opportunity to provide this proposal to the Kent County Office of Emergency Services for NetInform® and incident response planning services to support the creation of individualized incident response plans for each of the 24 emergency communication centers (ECCs) within the State of Maryland.

We have provided valuable assistance in the planning, procurement, and implementation of technology solutions in aid of the public safety mission. MCP is now positioned to provide similar assistance in the area of critical network and information technology (IT) support for these complex solutions. We have developed within our company and put in place a Lifecycle Management Services (LMS) division to provide essential support for our clients' mission-critical systems and solutions.

In conjunction with SecuLore, MCP is prepared to serve the State by producing a detailed network inventory and cybersecurity assessment of each State-supported ECC public-safety network, as well as developing an incident response plan for each ECC.

The project executive for this effort will be Rob Sterner. His contact information is:

Rob Sterner, SVP, Client Management	Cell: 717.324.7732
Mission Critical Partners, LLC	Office: 888.862.7911
690 Gray's Woods Boulevard	Email: RobSterner@MissionCriticalPartners.com
Port Matilda, PA 16870	

Your client services manager will be Tom Febrey. He may be contacted at 202.578.2261 (cell) or via email at TomFebrey@MissionCriticalPartners.com. With MCP's experience and commitment to evolving and enhancing emergency response, we believe we can bring significant value to Kent County and the State of Maryland.

I am the authorized representative signing and submitting this proposal on the Company's behalf. I may be contacted at 888.862.7911 or DarrinReilly@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind you to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC

Darrin J. Reilly
President and Chief Executive Officer

Statement of Services

Project Understanding

The State of Maryland (State) has extensive 9-1-1 call processing networks supporting the delivery of emergency calls for service for multiple emergency communication centers (ECCs). On behalf of the State, Kent County seeks assurance that all appropriate actions are being taken to avoid disrupting ECC operations due to either network failure, cyberattack or hardware and circuit failure. MCP's brand promise is "To always strive to understand your environment, issues, and objectives – Because the Mission Matters." In this unsolicited proposal, Mission Critical Partners, LLC (MCP), in partnership with SecuLore Solutions (SecuLore), proposes to provide the State with a comprehensive cybersecurity assessment of each ECC network and an incident response plan to support the networks. Our approach to this includes:

1. **NetInform Discover:** MCP provides a robust dataset specific to the State's ECC networks. This includes an updated and accurate infrastructure inventory for all assets tied to the network, in addition to reports specific to device health, bandwidth utilization, and other critical factors relating to overall network health.
2. **Cybersecurity Assessment:** The assessment of cybersecurity readiness is a complex endeavor, as many factors and interdependencies must be considered. In combination with SecuLore, MCP will facilitate an extremely thorough assessment of the network, considering security policies, procedures, vulnerabilities, and exposure to malware.
    a. **Executive Briefing:** In conjunction with SecuLore, MCP will develop and present an executive report of general findings identified in the cybersecurity assessments. The report will be designed not to identify the counties specifically but capture key categories of positive cybersecurity practices and areas for improvement with recommendations.
3. **Incident Response Planning:** In conjunction with SecuLore, MCP will work with each ECC to design its incident response team. This team will be responsible for communication internally and externally to each ECC, determining what additional resources may be needed depending on the criticality of the incident, defusing crisis situations, determining the extent, cause, and damage of the incident, and directing the recovery, containment, and remediation of the incident.

We intend to provide the ECCs supported by the State with the critically needed information regarding the state of its network, its readiness for a potential cyberattack, recommendations for remediation and prioritization of found issues, and a way forward to the required level of network performance and reliability.

Scope of Work

Proposal Item #1: Network Discovery and Cybersecurity Assessment

Managing IP networks as large and complex as the State of Maryland's is a daunting task. Adding reliability and continuous operation requirements for public safety operations makes this effort even more challenging. To baseline network architecture, support, and cybersecurity requirements appropriately, MCP leverages the definitions and guidelines established within a set of mature, broadly accepted IT standards. The standards utilized include:

1. Association of Public Safety Officials (APCO)/National Emergency Number Association (NENA) IT architecture and support standards.
2. National Institute of Standards for Technology (NIST) IT architecture and cybersecurity standards.
3. Task Force for Optimal PSAP Architecture (TFOPA) cybersecurity standards.

4. Information Technology International Library (ITIL)/International Organization for Standards (ISO) IT architecture and support.

Phase 1: Mission-Critical NetInform Discover

Public safety and justice agencies need to mitigate the risk of unplanned network downtime and must be prepared to act swiftly if a network disruption occurs.

In today's complex and increasingly complex IP-based world, networks today constantly change with software updates, component upgrades, network additions, moves and deletes, and network configurations. Static network diagrams and inventories become quickly outdated. For the networks where Simple Network Management Protocol (SNMP) data can be gathered, MCP has developed a proprietary methodology that leverages network management technology to capture infrastructure asset data, device health, bandwidth utilization, and other critical information regarding the health of the public sector or mission-critical communications network.

Once the network setup is complete, NetInform Discover offers the following optional add-ons:

- An economical offering that keeps mapping and inventory data information current. This ensures the agency has the most accurate network information at its fingertips as often as needed or desired—within hours, even with a remote connection setup.
- An optional service for preparing the agency's IP-based network for discovery, including enabling SNMP and gathering all needed Secure Shell (SSH) credentials. This is an optional service available to the Board and not included in the fee for Phase 1.

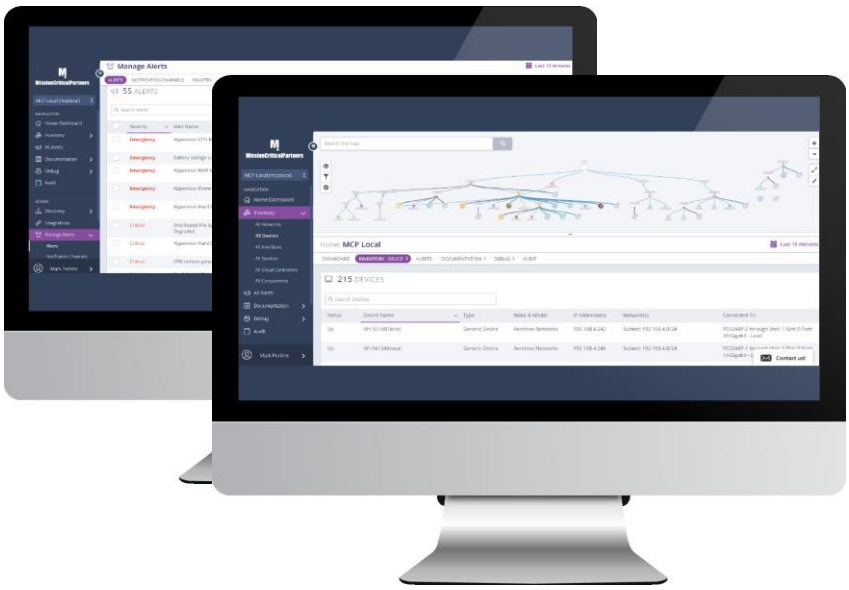


Figure 1: NetInform Discover Platform

MCP's approach is as follows:

Task 1.1: Phone Discussion to Prepare Inventory for Discovery Scan

MCP will hold an initial conference call to review the overall process and effort to create the discovery scan.

To effectively leverage this methodology, all targeted devices require read-only SNMP to be enabled and secure access to either SSH or Telnet credentials. MCP will work with the Board to understand the scope of this preparation effort and assist as appropriate.

Task 1.2: Scan and Establish Infrastructure Inventory

- Conduct a high-level initial inventory scan of the network
  - Review results
  - Identify non-reporting devices
  - Remediate non-reporting devices
- Conduct additional inventory scan of the network
  - Continue to review and remediate non-reporting devices until the inventory is complete or it is determined that items must be added manually
- Add items manually as necessary
- Confirm completion of the inventory



Proposal Item #1, Phase 1 Deliverables:

- Asset database
- Interface utilization report
- Device availability report
- Device utilization report
- Bandwidth utilization report

Phase 2: Cybersecurity Assessment

The objective of a network security assessment is to ensure that the necessary security measures are implemented and integrated into the Board's network infrastructure to minimize the potential for any security-related failure. The network security assessment will identify external vulnerabilities, evaluate internal threats, and determine the extent to which internal users and external factors may represent an exploitable vulnerability to the security of your environment.

SecuLore CyberBenchmark™

The Federal Communications Commission (FCC) recommends that all organizations do an in-depth cybersecurity assessment of its networks every 90 days. The CyberBenchmark fulfills policy needs and provides client staff with a full report of network segment vulnerabilities and remediation recommendations. SecuLore's CyberBenchmark is based upon the FCC's TFOPA – of which SecuLore provided integral consultation and data – and includes an in-depth review of the client's network architecture. Incorporating the company's expertise gained in the field, the CyberBenchmark utilizes Paladin technology to gather in-depth forensic data of the client's network traffic, which is in turn analyzed and delivered to the client. The client's IT teams can then be trained to spot suspicious network activity that may be an indication of a serious cyber threat. The

CyberBenchmark not only identifies vulnerabilities but gives prioritized, actionable recommendations for the client's IT team to implement, improving the client's cyber defense posture.

a. Network Security – Network security refers to the protocols that are used to enable communication on the network. An example is the IP protocol that enables computers to communicate over the Internet. This section also deals with the local area network (LAN) switches, virtual local area networks (VLANs) and routers.

b. Internet Traffic Analysis – SecuLore's Paladin™ exclusive device is used in this section to monitor and analyze traffic passing to and from the Internet. This analysis is useful in detecting non-business traffic such as music and movie downloads and malicious code, including Spyware

CyberBenchmark™ Vulnerability Report Process

SecuLore will install its data collection device onsite at each ECC to passively capture network traffic for a period of two to three days per segment. From this gathered data in-depth protocol review will be completed to search for vulnerable protocols or old versions of protocols in use. Suspicious behaviors will be reviewed and assigned a risk level dependent of several factors. Behaviors indicating old Windows machines will also be looked for, and outlines if any are found. Additionally, SecuLore will gather a master list of all IP addresses and protocols in use as these can help ECC determine if machines listed within the network diagram are behaving normally. This master list can also assist the ECC with asset classification and application inventory.

Assessment Prioritization

MCP and SecuLore, through this cybersecurity vulnerability assessment, will assign risk levels to each of the vulnerabilities found and prioritize remediation efforts based on the risk assessments assigned per vulnerability. In addition, these vulnerabilities will be listed in a Risk Assessment Checklist for ease of use by the ECCs as they start remediation.

AGENCY				
Task Name	SecuLore Risk Level	Risk Level 1=Lowest 5=Highest	Work Effort 1=Lowest 5=Highest	Priority 1=Lowest 5=Highest
Segment 1 - Inside/Outside the Monitored Segment:				
Segment 2 - Inside/Outside the Monitored Segment:				
Evaluate Risk Level & Evaluate Work Effort - Sort on Risk Level/Effort				

Figure 2: Example Risk Assessment Checklist

Implementation and Operation

MCP and SecuLore will perform interviews to review policies that are currently in place. This interview will cover a range of topics that will fuel the recommendation made through the controls subsection of the TFOPA outline that this assessment follows.

Control included:

- Access Control
- Awareness Training
- Audit and Accountability
- Configuration Management
- Contingency Planning
- Identification and Authorization
- Incident Response
- Maintenance
- Media Protection
- Personnel Security
- Physical and Environmental Protection
- Planning
- Program Management
- Risk Assessment
- Security Assessment and Authorization
- System Communications Protection
- System and Information Integrity

Policies will be provided to each ECC covering the applicable areas.

Improve and Evolve

MCP and SecuLore Solutions are honored to have the opportunity, through this project, to complete a reassessment and reevaluation of each of the ECCs which have not already obtained a recent cybersecurity assessment. As stated in TFOPA, ongoing improvements and evolution are the only way to stay ahead of the ever-growing cyber threats against our 9-1-1 infrastructure.

Service Delivery Requirements

To execute on the Security Assessment Service, MCP requires each Maryland ECC to provide:

- An identified point of contact for coordination of activities
- Facility access and reasonable workspace for two individuals
- An unprivileged account is required for primary authentication systems. This account should only be a member of default groups.
- An administrator-level account is required for the primary authentication system(s), such as Microsoft Active Directory or Novell eDirectory. This account will be used to perform detailed vulnerability scans of Windows-based workstations and servers. The account will not be required until after the unauthenticated and basic user scans are completed.
- The assessment team will need access to the firewall configurations and a sample of router and switch configurations in electronic format. (This is provided via MCP's Infrastructure Inventory and Network Mapping service discussed earlier).
- The assessment team will place a packet sniffer on the inside interface of the primary or active firewall that connects the network to the Internet. A span or mirror port must be configured for Internet traffic analysis. Please configure or, at a minimum, identify switch ports for traffic analysis.
- Policies and procedures should be organized and available for review in electronic format.

On-Site Assessment Actions

- Day One
  - On-site kickoff meeting
  - Review schedule
  - Determine timing for status discussions
  - Passive network device installation
  - Status discussion

- Day Two
  - Initial network discovery
  - Status discussion
  - Internet traffic analysis
  - On-site wrap-up discussion



Proposal Item #1, Phase 2 Deliverables

For each ECC:

- An assessment tailored to client architecture
- Passive data capture of network segment(s) for documentation
- Data analysis of captured segments
- CyberBenchmark report of all findings discovered
- Vulnerability remediation recommendations for client implementation
- NIST risk analysis checklist
- Customized cybersecurity policies for client's unique architecture
- Master IP list of all devices discovered on the network segment(s)

For the State:

- Face-to-face presentation to the State of Maryland with an executive briefing after completion of all cybersecurity assessments. This executive briefing is for the State to understand the overarching risk its ECCs face. County-specific information will not be included.

Proposal Item #2: Incident Response Planning

MCP and SecuLore are proposing to create individualized incident response plans for each of the 24 ECCs within the State of Maryland. The purpose of this plan is to establish tailored processes and procedures that govern the response to any cybersecurity incidents that may occur.

SecuLore and MCP will detail the following sections within each Incident Response Plan:

Incident Response Overview

We will work with each ECC to design an incident response team. This team will be responsible for communication internally and externally to each ECC, determining what additional resources may be needed depending on the criticality of the incident, defusing crisis situations, determining the extent, cause, and damage of the Incident, and directing the recovery, containment, and remediation of Incident.

Incident Response Actions

Regardless of the criticality of the incident or how it was discovered, there are key actions that need to be conducted by the incident response team immediately.

Our incident response plan will provide these key actions that include:

- Contacting appropriate internal and external authorities and vendors
- Communication methodologies as these may change depending on what is affected in the incident
- NIST incident response checklist

Incident Reporting

We will work with each ECC on appropriate incident reporting steps. The ECC will need to determine if an Incident is reasonably expected to cause harm to employees or citizens. This determination will establish what type of notification needs to be conducted.

Factors to consider in making this determination include:

- Ongoing incident activity.
- Legal duty to notify.
- County and ECC Policy.
- Human involvement.
- Sensitivity of compromised data in accordance with any internal policies.
- Existence of evidence that personally identifiable or HIPPA[1] information was compromised.

Roles, Responsibilities and Contact

We will work with each ECC to develop a contact matrix that includes incident response team members, their roles, and contact information.

Table : Example Roles, Responsibilities and Contact Matrix

Role	Responsibility	Contact Details
Information Security		
Chief Information Security Officer	Strategic lead. Develops technical, operational, and financial risk ranking criteria to prioritize incident response plans. Primary point of contact for the executive team and board of directors.	Name: Phone Email
Incident Response Team Lead and Team Members	Central team that authorizes and coordinates incident response across multiple teams and functions through all stages of a cyber incident.	Name: Phone Email

[1] Health Insurance Portability and Accountability Act

Role	Responsibility	Contact Details
IT Operations and Support (internal)	Manages access to systems and applications for internal staff and partners. Centrally manages patches, hardware and software updates, and other system upgrades to prevent and contain a cyber-attack.	Name: Phone Email
Technical Partners (Internet Service Provider, Managed Service Providers, Hosting, Testing Partners, etc.) Third-Party External Incident Response Teams	Manages security controls to limit the progression of a cyber-attack across third-party systems and organizations. Coordinates with the internal incident response team to manage risks. Professional incident response teams help ensure a solid incident response process is followed. It is always good to have an external expert incident response team available with some existing knowledge of your environment.	Name: Phone Email
Compliance		
Legal Counsel or Representative	Confirms requirements for informing employees, customers, and the public about cyber breaches. Responsible for checking in with local law enforcement. Ensures IT team has legal authority for privilege account monitoring.	Name Phone Email
Audit & Compliance	Communicates with regulatory bodies, following mandated reporting requirements.	Name Phone Email
Human Resources	Coordinates internal employee communications regarding breaches of personal information and responds to questions from employees.	Name Phone Email
Regulatory Contacts	Receives information about a breach according to the timeline and format mandated by regulatory requirements.	Name Phone Email

Role	Responsibility	Contact Details
Communications		
Marketing & Public Relations Lead	Communicates externally with customers, partners, and the media. Coordinates all communications and requests for interviews with internal subject matter experts (SMEs) and the security team. Maintains draft crisis communications plans and statements which can be customized and distributed quickly in case of a breach.	Name Phone Email

Threat Classification

We will utilize the CIA triad (confidentiality, integrity, and availability) as a framework for incident classification. The CIA Triad helps prioritize the level of incident response required for a cyber-attack. CIA is as follows:

- **Confidentiality:** Incidents involving unauthorized access to systems, including privileged account compromise. The more confidential the data or, the more important the systems are to the business, the higher the potential impact.
- **Integrity:** Incidents involving data poisoning, including leveraging a privileged account to corrupt or modify data. The more sensitive the data, the higher the potential impact.
- **Availability:** Incidents that impact service availability or proper functioning of services, such as Distributed Denial of Service (DDoS) or ransomware, including use of privileged accounts to make unauthorized changes. The more critical the services to the business, the higher the potential impact.

Table 1: Example Threat Classification

Sample Cyber Incident	CIA Category	Privileged Account Breach	Business Impact	Risk Level
An employee shares information with an unauthorized third party, but the information is not personal or protected by regulatory requirements.	C	No	Low	Low
Malware hidden within a program leverages local credentials to execute but access privileges of the network administrator. Adware appears on the computer.	C, I	Yes	Low	Medium
A cybercriminal uses a pass-the-hash technique to steal passwords and access multiple databases and root accounts.	C	Yes	High	High

Sample Cyber Incident	CIA Category	Privileged Account Breach	Business Impact	Risk Level
The cybercriminal uses privileged access to overwhelm the system with requests, slowing performance and damaging the user experience.	C, I, A	Yes	High	High

When ranking the level of risk to the organization and the type of incident response required, consideration of the extent to which privileged accounts are compromised, including those associated with business users, network administrators, and service or application accounts, must be top of mind. When privileged accounts are involved in the breach, the level of risk increases exponentially, as does the response required.

Security Incident Classification

We will detail what the ECCs will classify cybersecurity incidents and the criticality of said incidents.

Example of "what" classifies as a cybersecurity incident:

- A suspected, attempted, successful, or imminent threat to the confidentiality, integrity, and/or availability of information assets.
- Interference or unauthorized access to information assets; or violation, or imminent threat of violation, of information technology rules, policies, standards, and/or procedures.

Examples of how cybersecurity incident criticality could be determined:

- Current functional impact the security incident has on affected ECC.
- Information assets and future functional impact if it is not immediately contained.
- Effect of the security incident on the confidentiality, integrity, and availability of information assets and how this information's exfiltration will impact the overall mission; and,
- The effort necessary to recover from the security incident weighed against the value the recovery effort will create and any requirements related to security incident response.

Incident Log and Remediation

We will outline what type of information an ECC should document during a cybersecurity incident. Documentation is one of the most important actions throughout the entirety of a cybersecurity incident. Good documentation throughout the processes and procedures can be crucial when done properly.



Proposal Item #2 Deliverables

- Incident response plan for each ECC

Project Team

MCP recognizes that as an independent solutions provider, our corporate capabilities depend directly on the capabilities and experience of our staff. MCP has assembled one of the most experienced and knowledgeable teams in the country. A multifaceted project such as this requires different areas of expertise and knowledge—typically more than any one or two individuals can bring—because different areas of expertise often are required at different stages of the project.

Rob Sterner, Senior Vice President, Mission Critical Partners, LLC
Project Executive

Rob brings 28 years of public administration and public safety experience together with eight years of executive-level consulting experience. He has researched and developed new public safety and communication technology services for state and county government clients and is an experienced communicator who maintains direct contact with public safety clients to resolve project issues. Rob has served as a client manager for various projects, including radio assessments; regional ESInet design and specification development; PSAP consolidations; 911 center design, implementation and construction support; NG911 planning and implementation; and CAD/RMS/JMS needs assessments.

Joshua Jack, NIMS/ICS, Client Manager, Mission Critical Partners, LLC
Regional Client Manager

Josh is a results-driven professional with public and private experience focusing on public safety technologies and operations. He is a proven leader in promoting and implementing interoperable voice and data communication solutions. Josh has served as an agency chief information officer for a large government public safety entity and a statewide interoperability coordinator for the District of Columbia. Josh is a senior consultant and Enterprise Client Manager for the National Capital Region, where he supports project and program management, client engagement, and vendor management.

Tom Febrey, PMP, Project Manager, Mission Critical Partners, LLC
Service Program Manager

Tom has years of experience in project management, consulting, and emergency telecommunications. Some of his work involves creating long- and short-term plans, including setting targets for milestones and adhering to deadlines, delegating project tasks to employees best positioned to complete them, and making effective decisions when presented with multiple options for moving a project forward. Tom serves as a point of contact for teams when multiple units are assigned to the same project to ensure team actions remain in synergy. By communicating with clients to keep the project aligned with their goals, Tom helps to achieve project success.

Jason Franks, Cybersecurity Analyst, Mission Critical Partners, LLC
Systems Engineer

Jason is an energetic, results-driven, customer-focused professional with an innovative hands-on management style. He has exceptional accomplishments in planning, technical administration and execution across multiple domains. Jason has proven technical, analytical, and leadership abilities. He has strong customer skills with a keen sense for analyzing business and operational needs, then designing creative solutions to merge them together.

Mike Beagles, Director of IT & Cybersecurity Services, Mission Critical Partners, LLC
Network Infrastructure Lead

Mike Beagles has been working in the IT field for more than 15 years, with 10 years explicitly supporting public safety environments. During that time, Mike designed and implemented a long list of technologies that support the public safety mission. He was the chief architect and implementer of EmergiTech's InterCAD system

delivered over the network as a service to 911 agencies around the country. As an IT manager, he served as a technical lead on CAD, records management system (RMS), 911 and mobile projects. Mike has expertise in networking and network design, security and accessibility, server design, and application delivery. Mike attended Houston Community College, C-TREC Technical School Cisco Certified Network Associate (CCNA) Bootcamp and holds certifications with Microsoft Server and Comp Telecommunications Industry Association (TIA).

Kevin Bresnahan, VP & Director of Service Delivery Operations, Mission Critical Partners, LLC

Service Delivery

Kevin brings more than 34 years of engineering, operations, global technical support, implementations, project management and product support experience. He has demonstrated leadership, business analysis, and consulting to deliver strategic product and technology solutions. Kevin possesses a diverse background in managing a complex organization with strategically critical responsibilities spread over numerous projects and has successfully launched new software and hardware products from concept to delivery.

David S. Jones, President, Lifecycle Management Services Division, Mission Critical Partners, LLC

Customer Advocacy and Quality Assurance

David will provide the customer advocacy and quality assurance (QA) overview, review of all deliverables, and additional project management support to the project and client managers as needed. David's background includes more than 30 years of operations management, services management, strategic and tactical planning, vendor management and contract management within the public safety sector. David directly managed more than 1600 people and 900 contract partners and completed on-time projects with an average annual value greater than $500 million per year during his prior tenure with the large technology company.

Sean Scott, CEO and Chief Technology Officer, SecuLore Solutions

Sean has 30+ years of cybersecurity experience and leads SecuLore's hardware design efforts, focusing on producing a next-generation cybersecurity network appliance with unique applications for Public Safety. While working at SecuLore, Sean was part of the Maryland State Cyber Security Commission and helped develop the cyber security recommendations for the State of Maryland.

Sean has had the honor of heading up cyber security response teams to protect and forensically analyze new cyber security attacks around the United States. Prior to joining SecuLore, Mr. Scott was CTO of Integrata Security and led the technical team in the development of Integrata's cybersecurity products. Prior to Integrata, Mr. Scott spent over 16 years at Resilience Corporation, serving as VP of Global System Engineering, CTO and ultimately serving as CEO until its acquisition by Integrata. Mr. Scott is a veteran of the U.S. Air Force and served as an electronic warfare specialist in Operation Desert Storm.

Alexander Lorello, President of SecuLore and Vice President of Engineering, SecuLore Solutions

Recognized by IWCE as a next-generation leader in telecommunications technology, Alex is an ethical hacking specialist and threat detection expert with extensive experience in software architecture. He is the co-inventor of Paladin™, SecuLore's proprietary patented technology.

Meara Nightingale, Vice President of Operations for SecuLore Solutions, SecuLore Solutions

Meara worked together with Tim and Sean to create the CyberBenchmark in 2017 and is charged with overseeing the CyberBenchmark processes and leading the Criminal Justice Information Services (CJIS) trained cyber-assessment team. Meara led the implementation of the Maryland Statewide CyberBenchmark effort in 2017 – 2019 and has been key to SecuLore's project management since the beginning.

Pricing

On behalf of the State of Maryland, the Kent County Office of Emergency Services agrees to purchase services as outlined in the above scope of work for a **total fee of $1,150,126**, including expenses. The table below shows a fee breakdown based on Appendix A.

Table 2: Fee Breakdown

Description of Service	Fee
Proposal Item #1: Network Discovery and Cybersecurity Assessment	
Network Discover - Assessment & CyberBenchmark with One Executive Briefing State Report	$552,440
Proposal Item #2: Incident Response Plan	
Incident Response Plan per ECC (24 ECCs)	$597,699
Total	**$1,150,126**

Mission Critical Partners proposes to deliver services based on Houston Galveston Area Council (H-GAC) Purchase Contract #HP08-21.

An invoice shall be submitted each month and include the work completed relevant to the fee in table 4 and shall be reviewed and paid within 30 days of receipt.

Based on the current MCP understanding of what is to be accomplished, the pricing identified represents an estimate of the work anticipated for the project to be successful. MCP's priority is for this project to be successful for the State of Maryland.

Assumptions

1. The pricing in this proposal is good for 180 days from the date on the cover page.

Appendix A: Scope Support by ECC

The following table details which ECCs in the State of Maryland will receive support from the proposed scope. For each of the 23 counties and the City of Baltimore, there is one ECC—24 ECCs in total.

Table 3: ECC Support

County	Network Discovery and (CyberBenchmark)	Executive Briefing	Incident Response Plan
Allegany	✓	✓	✓
Anne Arundel	✓	✓	✓
Baltimore	✓	✓	✓
Calvert	✓	✓	✓
Caroline			✓
Carroll	✓	✓	✓
Cecil			✓
Charles			✓
City of Baltimore	✓	✓	✓
Dorchester			✓
Frederick			✓
Garrett	✓	✓	✓
Harford	✓	✓	✓
Howard	✓	✓	✓
Kent			✓
Montgomery	✓	✓	✓
Prince George's	✓	✓	✓
Queen Anne's			✓
Somerset	✓	✓	✓
St. Mary's			✓
Talbot			✓

County	Network Discovery and (CyberBenchmark)	Executive Briefing	Incident Response Plan
Washington	✓	✓	✓
Wicomico	✓	✓	✓
Worcester			✓

Table 4: Fee Breakdown by County

County	Total Population	Network Discovery and Cybersecurity Assessments	Incident Response Plan
Montgomery	1,004,476	$80,125	$24,904
Prince George's	881,419	$80,125	$24,904
Baltimore	817,682	$80,125	$24,904
City of Baltimore	622,417	$55,500	$24,904
Anne Arundel	550,175	$55,500	$24,904
Howard	299,356	$34,650	$24,904
Harford	248,540	$34,650	$24,904
Frederick	239,520	$0	$24,904
Carroll	167,210	$34,650	$24,904
Charles	150,710	$0	$24,904
Washington	149,087	$34,650	$24,904
St. Mary's	108,993	$0	$24,904
Cecil	101,684	$0	$24,904
Wicomico	100,521	$12,491	$24,904
Calvert	89,694	$12,491	$24,904
Allegany	73,869	$12,491	$24,904
Worcester	51,567	$0	$24,904
Queen Anne's	48,542	$0	$24,904
Talbot	38,040	$0	$24,904
Caroline	32,644	$0	$24,904
Dorchester	32,554	$0	$24,904
Garrett	29,850	$12,491	$24,904
Somerset	26,206	$12,491	$24,904
Kent	20,112	$0	$24,904
TOTAL		**$552,430**	**$597,696**

Myra Butler, Director, Parks and Recreation
7/12/2022
County Commissioners Meeting

Item Summary:
FY2023 Local Parks and Playground Infrastructure Grant Funding Recommendations

ATTACHMENTS:

Description

FY23 LPPI Award Letter

FY23 LPPI Local Guidelines

MARYLAND
DEPARTMENT OF
NATURAL RESOURCES

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Deputy Secretary

May 24, 2022

Myra Butler, Director
Department of Recreation and Parks
10932 Worton Road
P. O. Box 67
Worton, Maryland 21678

Re: FY 2023 - Local Parks and Playgrounds Infrastructure

Dear Ms. Butler

The FY 2023 capital budget (SB 291) includes $85 million in general obligation bond funding for Local Parks and Playgrounds Infrastructure to be administered by the Maryland Department of Natural Resources. We are notifying you that Kent County received a total of **$1,000,000** that will be available for eligible projects in FY 2023.

Senate Bill 291 of 2022 states that the capital budget authorization is for:

- Grants to the county administrative units managing local parks to acquire, design, construct, and capital equip indoor and outdoor park infrastructure and other capital–eligible projects that enhance recreational amenities, including but not limited to trails, playgrounds, and recreational facilities.

The legislation further states that:

- **No amount of these funds shall be used for projects that are inaccessible to the general public,** require memberships, exclude the public because of higher user fees, or include residential, or elaborate lodging facilities.
- DNR shall administer funds in a similar manner as Program Open Space local grants for acquisition and development projects with the exception that the matching requirement is waived and there are specific requirements related to general public access (outlined above).
- Notwithstanding that a certain portion of this authorization is to be administered in a similar manner to Program Open Space local grants, a portion of this authorization shall be allocated to certain nonprofit organizations, local governments, and the Department of Natural Resources as listed in the budget bill.

The attached memorandum will provide further information on the process. Your continued support and interest in improving the quality of our parks and recreation for the citizens of Maryland is greatly appreciated.

Sincerely,

Hilary D. Bell
Acting Director, Land Acquisition & Planning

cc: Michael McQuarrie, Local Grants Administrator

County Commissioners of Kent County, Maryland
Department of Parks & Recreation

MEMORANDUM

To: Kent County, MD Municipal Governments

Mike Moulds, Director, Kent County Department of Public Works (Grounds & Parks Maintenance Division)

Cc: Shelley L. Heller, County Administrator

From: Myra S. Butler, Director

Date: June 7, 2022

Re: FY 2023 Local Parks and Playgrounds Infrastructure (LPPI) Funding – Local Guidelines

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The State of Maryland FY 2023 capital budget (SB 291) includes $85 million in general obligation bond funding for Local Parks and Playgrounds Infrastructure to be administered by the Maryland Department of Natural Resources (DNR). I am pleased to share that Kent County's allocation is $1M. The funding is targeted for projects designed to rehabilitate and enhance community parks. The purpose of this memorandum is to provide a general overview of the process that will be used locally by Kent County. The process aligns with policies and guidelines set forth by DNR.

The application materials and the policy guidance documents are included for projects as outlined in this memo. The Board of County Commissioners have set clear benchmarks for action to ensure these funds benefit Kent County residents and are not redirected to other jurisdictions.

All counties must submit a letter to DNR outlining the proposed LPPI projects. The letter is anticipated to be submitted after the Board of County Commissioners' review and approve funding requests. As such, please be mindful of the July 8th proposed projects summaries due date outlined in the timeline below.

In addition to providing an overview of your municipality's purchasing/procurement policy to ensure expenses/purchases are the result of transparent, objective, and competitive pricing, proposed project summaries must include the following: park name and location, project plans/phase targeted for funding (design, construction, equipment), project amount with supporting quotes/estimates, and the project completion timeline/schedule. Project requests may support more than one park location, however, each location must be listed and requested as a separate project within the summary.

I. Background

- **Grants to the county administrative units managing local parks to design, construct and capital equip indoor and outdoor park infrastructure and other capital-eligible projects that enhance recreational amenities,** including but not limited to trails, playgrounds, and recreational facilities.

The legislation further states that:

- **No amount of these funds shall be used for projects that are inaccessible to the general public**, require memberships, exclude the public because of higher user fees, or which include office, residential, or elaborate lodging facilities.
- To the greatest extent possible, these funds shall be encumbered for projects during State Fiscal Year 2023 which begins on July 1, 2022 and ends June 30, 2023.
- DNR shall administer funds in a similar manner as Program Open Space Local grants for development projects with the exception that the matching requirement is waived and there are specific requirements related to general public access (outlined above).
- This funding shall be used to supplement the funds that would, in the absence of this funding, be made available from State and non–State sources for the provision of recreational amenities, and not to supplant such funds.

II. Eligible Projects

To be eligible for funding projects must be:

- Located on land owned or controlled by the applicant (governmental entity).
- Design, construction, and/or capital equip indoor/outdoor park infrastructure.
- 100% accessible to the **general public.**
- Capital projects must have a useful life expectancy of at least 15 years ***(this language must be included in all project applications)***.

Administrative Process:

- Letter from Local Jurisdiction - As soon as practicable, Kent County will submit a letter to LAP outlining projects proposed for funding. The letter will be inclusive of all projects approved by the Board of County Commissioners.
- Notification of Local Approval & Application Submission - After initial notification of County approval of projects and funding, municipalities shall complete one application for each project (application attached) to the Director of Kent County Parks & Recreation via email to mbutler@kentgov.org.
- Application Review - The Director of Parks & Recreation will review individual project applications and submit all Kent County project applications to LAP. If an application is submitted for a municipality project, a funding authorization letter will be provided by the County for submission with the application. The application package must include the necessary supporting documents – location map, site plan, local planning review letter, photos, and a deed or Joint Use Agreement.
- Acknowledgement Letter - LAP will send an acknowledgement letter to the applicant to establish the project start date pending Board of Public Works (BPW) approval.
- Board of Public Works (BPW) Approval - All projects funded with general obligation bonds require BPW approval. Applications submitted do not bind the state to reimburse the applicant for expenditures incurred on the project until after BPW approval. LAP will schedule projects for the next possible BPW meeting.
- BPW Approval Notification - LAP will notify the applicant once BPW has approved the project.
- Reimbursement Request Application - Reimbursement requests must be submitted via a Reimbursement Request Application (attached). Reimbursements must be limited as much as is practicable. Final reimbursement requests must include photos of the completed project.

Attachments:

Local Parks and Playgrounds Infrastructure - Project Application

Local Parks and Playgrounds Infrastructure - Reimbursement Request Application

II. Kent County LPPI Program *Anticipated* Timeline

2022

June 7	P&R Distributes Funding Request Guidelines to Towns & DPW
June 30	Proposed Project Summaries Due to P&R for Review (must include supporting documents – quotes/cost estimates and overview of the municipality's Purchasing Policy)
July 12	Proposed Project Recommendations Reviewed and Approved by KCCs
July 13	Notification of Local Project Allocations (Pending Approval By BPW)
July 13-15	P&R Submits Detailed Projects Summary Letter to DNR
August 3	Proposed Project Applications Due to P&R
August 10-12	P&R Submits Proposed Project Applications to DNR
October 3-14	Anticipated Notification of BPW Approval
December	(Date TBD) P&R Update to KCCs

2023

Jan-April	Monthly Project Status Updates to P&R by Project Applicants
May 5	Project Completion Timeline Amendment Requests Submitted to P&R
May 23	Project Status Updates Presented to KCCs
June 30	Target for Projects' Completion / Completion Photos Submitted to P&R
July/August	Project *Reimbursement Applications w/ Photos Submitted to DNR (P&R Copied on Reimbursement Submission)

*Town projects shall require Towns to incur project costs which shall be reimbursed after project completion. Reimbursement requests to DNR must be limited as much as possible.

Thank you for your attention and adherence to the program guidelines. Please do not hesitate to contact me should you have any questions or concerns. I can be reach via email at mbutler@kentgov.org or by phone at 410-778-1986.

Carla Gerber, Deputy Director, Planning, Housing, and Zoning
7/12/2022
County Commissioners Meeting

Item Summary:
The Maryland Agricultural Land Preservation Foundation (MALPF) is accepting easement applications for the FY 2023 acquisition cycle. Regulations require that the County Commissioners review and approve the applications submitted to MALPF for appraisal and consideration for easement acquisition.

ATTACHMENTS:

Description

Confidentiality Law

Easement Prioritization Formula

Coded EPF Scoring Table

CHAPTER 17

(Senate Bill 73)

AN ACT concerning

Maryland Agricultural Land Preservation Foundation – Sale of Land Preservation Easements – Confidentiality of Records

FOR the purpose of requiring that certain records relating to the sale of an agricultural land preservation easement to the Maryland Agricultural Land Preservation Foundation remain confidential until after a certain time; and generally relating to the sale of Maryland Agricultural Land Preservation Foundation easements.

BY adding to
Article – Agriculture
Section 2–510(m)
Annotated Code of Maryland
(2007 Replacement Volume and 2008 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

Article – Agriculture

2–510.

(M) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, FOR EACH OFFER CYCLE AS PROVIDED IN THIS SECTION, RECORDS RELATING TO A LANDOWNER'S RANKING, ASKING PRICE, OR FOUNDATION OFFER SHALL BE CONFIDENTIAL AND NOT SUBJECT TO PUBLIC INSPECTION UNTIL AFTER THE END OF THE CYCLE, AS DETERMINED BY THE FOUNDATION.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 2009.

Approved by the Governor, April 14, 2009.

MALPF EASEMENT PRIORITIZATION FORMULA

Owner Name(s) _____ *Number of Acres* _____ *Kent ALP File#* _____

Land Evaluation Score _____ *Site Assessment Score* _____ *Total Points This Cycle* _____

Rank _____ *Date* _____

Land Evaluation Site Assessment (LESA) Ranking Guidelines for the Maryland Agricultural Land Preservation Foundation

LAND EVALUATION (LE)	**SITE ASSESSMENT (SA)**			
Soil Productivity & Capability Index 100 pts (20%)	**Farm Quality & Potential 100 points (40%)**		**Priority Preservation Area Status 100 points (40%)**	
Capability Class Score (100 points) = Land Evaluation Score	F1	Farm Size (compared to median size farm) **25 points, 10%**	P1	Protection of Surrounding Area **25 points, 10%**
	F2	On-Site Production **25 points, 10%**	P2	Priority Preservation Area (PPA) and Distance from a Priority Funding Area (PFA) **25 points, 10%**
	F3	Stewardship/Conservation of Land **15 points, 6%**	P3	New block of Protected Lands **20 points, 8%**
	F4	Farm Ownership and Operation **20 points, 8%**	P4	Historic, Scenic, or Habitat Value of Site **15 points, 6%**
	F5	Value-added Production **10 points, 4%**	P5	Re-application **5 points, 2%**
	F6	Length of Ownership **5 points, 2 %**	P6	Date of Application **10 points, 4%**
20%	**40%**		**40%**	

AGRICULTURAL SITE ASSESSMENT

No.	Farm Quality and Potential of Property	Points: _____ (100 pts. max.)
F1	**Farm Size** ***(compared to the median size farm)*** *How large is the proposed easement site compared to the average sized farming unit in the County?* (Median size is based on the latest available Census of Agriculture). ***Median farm size in Kent County is 123 acres. (Source: 2017 Census of Agriculture).***	Points: _____ (25 pts. max.)
F2	**On-Site Production** *What percentage of the site is being farmed for income (managed for a scheduled commercial harvest) or managed as woodland with a forest management plan that emphasizes wood product production?* This land includes crop fields, pastureland, livestock operations, forest, agricultural buildings, etc.) <u>This does not</u> include lawns, home areas, or wetlands.	Points: _____ (25 pts. max.)
F3	**Stewardship/Conservation of Land, Water, and Natural Resources** *To promote the protection of the Chesapeake Bay and its tributaries, MALPF requires that all easement properties have an implemented soil and water conservation plan. Does the landowner have an up to date Soil and Water Conservation Plan? Or, has the NRCS or local SWCD determined that the farm does not need any conservation plan? Does the landowner have an up to date Nutrient Management Plan?* • SWCP and Nutrient Management Plan are up to date. 15 points • SWCP is up to date. 7.5 points • Nutrient Management Plan is up to date. 7.5 points	Points:_____ (15 pts. max.)

> 270%	25	220.01-230	20	170.01-180	15	120.01-130	10	70.01-80	5
260.01-270	24	210.01-220	19	160.01-170	14	110.01-120	9	60.01-70	4
250.01-260	23	200.01-210	18	150.01-160	13	100.01-110	8	50.01-60	3
240.01-250	22	190.01-200	17	140.01-150	12	90.01-100	7	40.01-50	2
230.01-240	21	180.01-190	16	130.01-140	11	80.01-90	6	< 40%	1

> 95%	25	75.01-80	17	55.01-60	9
90.01-95	23	70.01-75	15	50.01-55	7
85.01-90	21	65.01-70	13	45.01-50	5
80.01-85	19	60.01-65	11	<45%	3

F4	**Farm Ownership and Operation** Is the landowner a resident, full-time farmer, retired with the farm operated by family members, or *does the landowner live on the farm and lease to a full-time farmer or does a part-time resident farmer operate the farm?* • Applicant lives in the County and the applicant or a family member is actively farming the subject property — 20 points • Applicant lives in the County and the farm is leased to a non-family member — 15 points • Applicant does not live in the County and the applicant or a family member is actively farming the subject property — 10 points •Applicant does not live in the County and the farm is leased to a non-family member — 5 points	Points:_____ (20 pts. max.)
F5	**Value-added Production** • Farming operation includes animal production such as a dairy, poultry, beef cattle, or hogs with direct sales to consumers — 5 points • Farming operation does direct sales to consumers from the farm or from local markets of non-animal products — 5 points • Farm offers agritourism opportunities — 5 points	Points: _____ (10 pts. max.)
F6	**Length of Ownership** *How long has the landowner, or his family, owned the farm?* • Applicant, or his family, has owned the farm for at least 25 years — 1 points • Applicant, or his family, has owned the farm for at least 40 years — 3 points • The farm has been designated as a Century Farm — 5 points	Points:_____ (5 pts. max.)

No.	Priority Preservation Area Status	Points: _____ (100 pts. max.)
P1	**Priority Preservation Area (PPA) and Protection of Surrounding Area** State and county policies have always emphasized the need to preserve large blocks of farmland for the continuance of agricultural operations. *How well is the subject property protected by surrounding lands that are permanently protected by easements or protective zoning, or temporarily protected as agricultural districts?* The points credited for proximity to permanent easements will carry three times the weight of points credited for Districts. The size of the applicant farm is given credit by including it in theeasement acreage. **No points will be awarded if the property is not within the County's PPA**. • Easements - The combined total acreage of the applicant property and all properties subject to an easement to the Maryland Agricultural Land Preservation Foundation, the Maryland Environmental Trust, or other easement(s) with similar restrictions, which are located within an adjacent block will be calculated. State or Federal Resource Lands will be considered as equivalent to easements. The applicant will receive one (1) point for each 200 acres, or portion thereof, of the total acres calculated in this subsection. • Districts - The total acreage of all non-easement properties subject to a District Agreement with the County which are located within an adjacent block of the applicant's property will be calculated. The applicant will receive one (1) point for each 300 acres, or portion thereof, of the total acres calculated in this subsection.	Points: _____ (25 pts. max.)
P2	**Distance from a Priority Funding Area (PFA)** *Is the property near a PFA such that it serves as a buffer between a PFA and a conservation zone; or is it sufficiently distant from a PFA or designated growth area to form part of a larger contiguous block offarmland?* Identify the correct distance and assign the indicated points. The application can receive points for only one distance range. • The applicant property is adjacent to a community with sewer and/or water. 5 points • The applicant property is less than ½ mile, but is not adjacent to a community with sewer and/or water 10 points • The applicant property is more than ½ mile, but less than 1 mile from a community with sewer and/or water 15 points • The applicant property is more than 1 mile, but less than 2 miles from a community with sewer and/or water 20 points • The applicant property is more than 2 miles from a community with sewer and/or water 25 points	Points: _____ (25 pts. max.)

P3	**Starting New Block of Protected Lands** *In order to encourage landowners in areas of the County that are less protected, points will be given for smaller/newer blocks of protected lands. Farms can only qualify for these points if they received 5 or fewer points in P1 above.* **No points will be awarded if the applicant property is not within the County's PPA**. • Easements - The combined total acreage of the applicant property and all properties subject to an easement to the Maryland Agricultural Land Preservation Foundation, the Maryland Environmental Trust, or other easement(s) with similar restrictions, which are located within an adjacent block will be calculated. State or Federal resources lands will be considered as equivalent to easements. The applicant will receive one (1) point for each 50 acres, or portion thereof, of the total acres calculated in this subsection. • Districts - The total acreage of all non-easement properties subject to a District Agreement with the County which are located within an adjacent block of the applicant's property will be calculated. The applicant will receive one (1) point for each 100 acres, or portion thereof, of the total acres calculated in this subsection.	Points: _____ (20 pts. max.)
P4	**Historic, Scenic, or Habitat Value of Site** *Does the subject property have non-agricultural site-specific attributes highly valued by the County?* A property shall receive the points indicated for each of the qualifying designations below. If a property contains several of the designations, the points for each shall be added together for a total score which shall not be greater than 15 points. Do not count historic designations more than once. To verify if a site contains these attributes, an evaluator may need to consult with the appropriate State or County representative or agency, such as the designated local Historic Preservation Planner, the Maryland Historical Trust, or the Department of Natural Resources. • Contains structure/s listed in the National Register of Historic Places or the County Historic Sites Listing — 2 points • Contains Rare, Threatened or Endangered Species Habitat or is in an Area of Critical State Concern — 2 points • Is part of a contiguous forested area (25 acres or greater) — 5 points • Located along a National or State Scenic Byway — 5 points • Borders tidal waters — 5 points **TOTAL POINTS** (add the point totals above together – not to exceed 15 points) =_____points	Points: _____ (15 pts. max.)
P5	**Re-application** Has an application for this specific property been submitted to the County previously that has not resulted in an easement offer.	Points:_____ (5 pts. max.)

P6	**Date of Application from District Establishment**		Points:_____ (10 pts. max.)
	Current calendar year minus 5	10 points	
	Current calendar year minus 4	8 points	
	Current calendar year minus 3	6 points	
	Current calendar year minus 2	4 points	
	Current calendar year minus 1	2 points	
	Current calendar year	0 points	

FY 2023 Easement Prioritization Formula Scores/Rankings

Code	Rank	LE	20%	F1	F2	F3	F4	F5	F6	40%	P1	P2	P3	P4	P5	P6	30%	TOTAL
		100	*20.00*	*25*	*25*	*15*	*20*	*10*	*5*	*40.00*	*25*	*25*	*20*	*15*	*5*	*10*	*40.00*	100.00
A	1	90.21935	18.04	7	25	15	20	5	3	30.0	25	20	0.00	5	0	0	20.0	68.04
B	2	57.02515	11.41	15	15	15	20	0	3	27.2	25	25	0.00	5	5	10	28.0	66.61
C	3	67.96779	13.59	16	25	15	20	0	0	30.4	2.7	20	9.08	0	5	10	18.7	62.71
D	4	58.1553	11.63	18	23	15	20	0	3	31.6	21.9	10	0.00	7	5	4	19.2	62.39
E	5	66.11077	13.22	24	15	15	10	0	0	25.6	25	5	0.00	10	5	10	22.0	60.82
F	6	51.21539	10.24	19	9	15	20	0	3	26.4	25	15	0.00	5	5	10	24.0	60.64
G	7	57.80965	11.56	9	23	15	20	0	1	27.2	25	20	0.00	0	5	4	21.6	60.36
H	8	76.91796	15.38	6	23	15	20	0	0	25.6	21.6	10	0.00	5	5	6	19.0	60.02
I	9	50.13178	10.03	24	7	15	5	0	0	20.4	25	25	0.00	10	5	6	28.4	58.83
J	10	75.13885	15.03	5	23	15	20	0	0	25.2	21.6	10	0.00	0	5	4	16.2	56.47
K	11	50.33163	10.07	6	17	15	20	0	3	24.4	25	5	0.00	10	5	10	22.0	56.47
L	12	37.13015	7.43	10	3	15	20	0	1	19.6	25	25	0.00	7	5	10	28.8	55.83
M	13	64.36677	12.87	14	23	15	20	0	0	28.8	2.2	20	7.67	5	0	0	13.9	55.62
N	14	60.63229	12.13	7	15	15	15	0	3	22.0	0.6	25	2.23	10	5	6	19.5	53.66
O	15	51.75565	10.35	5	9	15	15	0	1	18.0	19.6	25	0.00	5	5	8	25.0	53.39
P	16	38.73493	7.75	25	7	15	5	0	0	20.8	1.9	5	7.60	5	0	0	7.8	36.35

Engineering
7/12/2022
County Commissioners Meeting

Item Summary:
Board of Education Fleet Management Lease

ATTACHMENTS:

Description

07.12.22 Enterprise Fleet Management Open-End (Equity) Lease Rate Quote No. 6467422, Unit #NONE, Kent County Public Schools, Joseph F. Wheeler, 2022 Ford Transit-150 Passenger Van, Customer #590330

07.12.22 Enterprise Fleet Management, Amendment to Master Equity Lease Agreement, By and Between Enterprise FM Trust, and County Commissioners of Kent County, Permission to Transport Minors

Enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6467422

Prepared For: Kent County Public Schools
Wheeler, Joseph F

Date 06/09/2022
AE/AM ETA/FC1

Unit #
Year 2022 **Make** Ford **Model** Transit-150 Passenger
Series XL Rear-Wheel Drive Low Roof Van 130 in. WB
Vehicle Order Type In-Stock **Term** 60 **State** MD **Customer#** 590330

$ 44,675.00		Capitalized Price of Vehicle [1]
$ 0.00	*	License and Certain Other Charges 5.5000% **State** MD
$ 280.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 250.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 44,925.00		Total Capitalized Amount (Delivered Price)
$ 606.49		Depreciation Reserve @ 1.3500%
$ 218.81		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 825.30		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 33.63		Full Maintenance Program [3] Contract Miles 32,000 — OverMileage Charge $ 0.0000 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 33.63		**Additional Services SubTotal**
$ 0.00		Use Tax 0.0000% **State**
$ 858.93		**Total Monthly Rental Including Additional Services**
$ 8,535.60		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

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

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Dark Palazzo Gray w/Vinyl Front Bucket
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 6,400
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

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

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

For 2 vehicles

LESSEE Kent County Public Schools
BY P. Thomas Mason **TITLE** President, 07/12/22 **DATE**

INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

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

Open-End (Equity) Lease Rate Quote

Quote No: 6467422

Other Totals

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

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6467422

VEHICLE INFORMATION:

2022 Ford Transit-150 Passenger XL Rear-Wheel Drive Low Roof Van 130 in. WB - US

Series ID: K1Y

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$44,313	$46,645.00
Total Options	$2,399.00	$2,635.00
Destination Charge	$1,695.00	$1,695.00
Total Price	**$48,407.00**	**$50,975.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: VK-(0 I) Dark Palazzo Gray w/Vinyl Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
130WB	130" Wheelbase	STD	STD
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests	NC	NC
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
43R	Reverse Sensing System	$269.00	$295.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors	$145.00	$160.00
58V	Radio: AM/FM Stereo w/SYNC 3	$255.00	$280.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	$296.00	$325.00
68J	Extended Length Running Boards	$596.00	$655.00
85D	Dual-Note Horn	$18.00	$20.00
86F	2 Additional Keys (4 Total)	$69.00	$75.00
91M	8 Speakers (4 Front/4 Rear)	Included	Included
92E	Privacy Glass	$455.00	$500.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 8,550 lbs	Included	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
SYNC3	SYNC 3 Communications & Entertainment System	Included	Included
V	Vinyl Front Bucket Seats	NC	NC
VK_03	(0 I) Dark Palazzo Gray w/Vinyl Front Bucket Seats	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X7L	3.73 Limited-Slip Axle Ratio	$296.00	$325.00
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 3
- Rear Cargo Door Type: split swing-out
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Running Boards: running boards
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Rear Air Conditioning: rear air conditioning
- Cruise Control: cruise control with steering wheel controls, Ford Co-Pilot360 - ACC with ASLD distance pacing
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: fixed rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
- Emergency SOS: emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: partial floor console with box
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 8 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent rain detecting wipers wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Low Tire Pressure Warning: low-tire-pressure warning
- Park Distance Control: Reverse Sensing System rear parking sensors
- Trip Odometer: trip odometer
- Lane Departure Warning: lane departure

Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 3 manual adjustable third row head restraints
4th Row Headrest: manual adjustable fourth row head restraints
Number of 4th Row Headrests: 3 fourth row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 10
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear bench seat
3rd Row Seat Type: removable third row split-bench seat
Reclining 4th Row Seat: bench fourth row seat
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

enterprise
FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this 12th day of ~~June~~ July, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on this 12th day of July, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County Commissioners of Kent County, Maryland ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Notwithstanding the provisions of Section 4 of the Agreement to the contrary, Lessee shall be permitted to operate Vehicles transporting minors subject to the following conditions:

So long as Lessee meets all requirements imposed by law, then, notwithstanding any language in the Agreement to the contrary, Lessee may utilize such leased Vehicle for the transporting of minors. Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances and orders relating to the transportation of minors, including all insurance requirements. Lessee shall ensure that anyone operating a Vehicle pursuant to the Agreement will be validly licensed for the intended use of the Vehicle. Lessee shall not utilize any Vehicle in a for hire capacity wherein any passenger shall be required to compensate Lessee for any such transportation. Lessee agrees to limit such Vehicle radius within the State of Maryland. Lessee is not permitted to operate the leased Vehicles in Colorado, or Pennsylvania. Lessee agrees that no leased Vehicle shall be registered as or qualify to be registered as a school bus. Notwithstanding anything to the contrary herein or as set forth in the Agreement, Lessee hereby agrees that at no time shall it permit any individual under the age of eighteen to be an occupant or passenger in any leased Vehicle with a seating capacity of 11 or more including the driver.

Lessee agrees to indemnify, defend and hold Lessor harmless from any and all losses, damages, liabilities, injuries, claims, demands, expenses, fines, penalties and costs (including, without limitation, attorneys' fees and expenses) which Lessor may incur by reason of, or arising out of, Lessee's (i) breach or violation of the foregoing paragraphs, or (ii) performance of its services as a for-hire carrier. This indemnification is in addition to, and not in lieu of, the indemnification by Lessee set forth in the Agreement, and shall survive the termination of the Agreement and this Amendment.

Lessee will maintain, at its own cost, Automobile Liability Insurance each with limits as required by law to transport minors, but in no case less than the minimum limits of $5,000,000. This requirement can be satisfied with a combination of an auto liability policy and an excess auto liability policy or umbrella policy.

Lessor hereby agrees to grant Lessee exclusive use and possession of the motor Vehicle during the duration of this Agreement, save as is provided for by the Agreement. Lessor shall have the right to terminate this Amendment at any time without cause, following ten (10) days prior written notice to Lessee. Lessor shall have the right to terminate this Amendment immediately with cause. Termination for cause shall include, but not be limited to, Lessee's failure to comply with any terms of this Amendment. Upon the effective date of termination, Lessee shall immediately cease all subject activities hereunder, including, but not limited to, using or operating a Vehicle in a for-hire capacity or otherwise transporting persons for hire.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

P. Thomas Mason
County Commissioners of Kent County, Maryland (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By P. Thomas Mason

Title: President

Date Signed: July 12, 2022

By _____

Title: _____

Date Signed: _____, _____

Environmental Operations Division
7/12/2022
County Commissioners Meeting

Item Summary:
Maryland Environmental Service, Midshore II Regional Landfill Tipping Fees

Environmental Operations Division
7/12/2022
County Commissioners Meeting

Item Summary:
FY2023 Earth Data Inc. Contract Renewals

ATTACHMENTS:

Description

07.12.22 Contract, By and Between the County Commissioners of Kent County and Earth Data, Incorporated, Groundwater and Methane Gas Monitoring at Dulin Rubble Landfill

07.12.22 Contract, By and Between the County Commissioners of Kent County and Earth Data, Incorporated, Groundwater and Methane Gas Monitoring at Nicholson Landfill

CONTRACT

THIS CONTRACT, made this12th day of July 2022, 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 Earth Data Incorporated, 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 the labor, materials, equipment and transportation necessary to conduct the following monitoring work:
    - Quarterly landfill gas monitoring of four (4) gas well points; eight (8) gas vapor points; three (3) gas vents.
    - Conduct semi-annual sampling of five (5) groundwater monitoring wells for laboratory analysis to include sending groundwater samples to lab for the MDE required EPA Method 8011 analysis.
    - Prepare quarterly and semi-annual reports.

at the Dulin Rubble Landfill, 23310 Ricauds Branch Rd., Chestertown, Kent County, MD, in accordance with the Earth Data Inc. Proposal 4697-H, prepared by Earth Data Incorporated, dated 2/21/22, and attached hereto, as part of the Contract Documents.

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 after July 1, 2022 and shall complete prior to June 30, 2023 unless the period for completion is extended as provided for in the general conditions. This contract shall have a renewal option for three (3) years in one (1) year increments upon mutual agreement of the CONTRACTOR and OWNER and subject to available funding.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein a sum, not to exceed, Twenty-two Thousand, Three Hundred Twenty-one Dollars ($22,321.00) in conformity with the bid schedule.

6. The contract documents include the following attachments:
   a. Standard County Terms and Conditions.
   b. Proposal 4697-H, prepared by Earth Data Incorporated, dated 2/21/22.

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 lies 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

Lacey I. Cox 07/12/22

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason 07/12/22
P. Thomas Mason, President

Christine Kunkowski, office Manager

EARTH DATA INCORPORATED

By: Mark A. Williams

Mark A. Williams, President
Title

46-4244988
Employer Identification Number

GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

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

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the County Administrator. The contract administrator is authorized to:

(1) serve as liaison between the County and Contractor;

(2) give direction to the Contractor to ensure satisfactory and complete performance;

(3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

(4) serve as records custodian for this contract;

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

(6) furnish timely written notice of the Contractor's performance failures to the County Administrator;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the County Administrator; and

(10) issue notices to proceed.

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

7. COST & PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. INCONSISTENT PROVISIONS

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

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

a. ***Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

b. ***Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***

c. ***These General Conditions.***

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

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

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

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

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in

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

27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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

Earth Data
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• Water Resources • Geospatial Services •
Solutions for Tomorrow. Today.

COST ESTIMATE

FY 2022-23 Landfill Monitoring, Dulin Rubble Landfill, Kent County, MD

Conduct quarterly landfill gas monitoring on 4 gas wells, 8 soil vapor points & 3 vents. Conduct semi-annual sampling of 5 monitoring wells for laboratory analysis. Send groundwater samples to lab for MDE required analysis. Prepare annual report.

Earth Data Proj. Mgr. : J.P. Stokes
EDI File No.: 4697-H
Date: 2/21/2022
Prepared By: JPS

Client: Kent County DPW
Contact: Marty Holden
Phone #: 410-778-7448
Email: mholden@kentgov.org

Item	Description	Est. Quantity	Unit	Unit Price	Annual Amount
1	Landfill Gas Monitoring Well Sampling- Quarterly	4	EA	$503.00	$2,012.00
2	Monitoring Well Sampling- Semi Annual	2	EA	$2,112.50	$4,225.00
3	Semi-Annual Laboratory Analysis	2	EA	$4,081.59	$8,163.18
4	Semi-Annual Data Analysis	2	EA	$2,088.00	$4,176.00
5	Annual Report Preparation	1	EA	$2,144.00	$2,144.00
6	Project Administration (semi-annual sampling and gas monitoring)	1	LS	$1,600.00	$1,600.00
	TOTAL ESTIMATED PROJECT COST				**$22,320.18**

Quote good until May 1, 2022
Standard terms and conditions apply.

CONTRACT

THIS CONTRACT, made this 12th day of July 2022, 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 Earth Data Incorporated, 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 the labor, materials, equipment, and transportation necessary to conduct the following monitoring work:
    - Quarterly landfill gas monitoring on eighteen (18) gas well points; five (5) gas vapor points; twenty (20) gas vents.
    - Conduct semi-annual sampling of twenty-three (23) groundwater monitoring wells and five (5) domestic wells for laboratory analysis to include sending groundwater samples to lab for the MDE required EPA Method 8011 analysis.
    - Prepare quarterly and semi-annual reports.

at the Nicholson Landfill 23750 Larney Nick Rd., Chestertown, Kent County, MD, in accordance with the Earth Data Inc. Proposal 4696-H, prepared by Earth Data Incorporated, dated 2/21/22, and attached hereto, as part of the Contract Documents.

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 after July 1, 2022, and shall complete prior to June 30, 2023, unless the period for completion is extended as provided for in the general conditions. This contract shall have a renewal option for three (3) years in one (1) year increments upon mutual agreement of the CONTRACTOR and OWNER and subject to available funding.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein a sum, not to exceed, One Hundred Seven Thousand, Three Hundred Twenty-two Dollars ($107,322.00) in conformity with the bid schedule.

6. The contract documents include the following attachments:
    a. Standard County Terms and Conditions.
    b. Proposal 4696-H, prepared by Earth Data Incorporated, dated 2/21/22.

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 lies 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

Lacey J. Cox 07/12/22

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason 07/12/22
P. Thomas Mason, President

Christine Kurkowski, office Manager

EARTH DATA INCORPORATED

By: [signature]

Mark A. Williams, President
Title

46-4244988
Employer Identification Number

GENERAL TERMS & CONDITIONS OF CONTRACT
BETWEEN COUNTY & CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

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

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the County Administrator. The contract administrator is authorized to:

(1) serve as liaison between the County and Contractor;

(2) give direction to the Contractor to ensure satisfactory and complete performance;

(3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

(4) serve as records custodian for this contract;

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

(6) furnish timely written notice of the Contractor's performance failures to the County Administrator;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the County Administrator; and

(10) issue notices to proceed.

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

7. COST & PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. INCONSISTENT PROVISIONS

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

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

a. Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.

b. Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.

c. These General Conditions.

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

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

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

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

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in

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

27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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

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Solutions for Tomorrow. Today.

COST ESTIMATE

FY 2022-23 Landfill Monitoring, Nicholson Landfill, Kent County, MD

Conduct quarterly landfill gas monitoring on 18 gas well points; 5 vapor points; 20 gas vents. Conduct semi-annual sampling of 23 monitoring wells & 5 domestic wells for laboratory analysis. Send groundwater samples to lab for MDE required analysis. Prepare quarterly and semi-annual reports.

Earth Data Proj. Mgr. : J.P. Stokes
EDI File No.: 4696-H
Date: 2/21/2022
Prepared By: JPS

Client: Kent County DPW
Contact: Marty Holden
Phone #: 410-778-7448
Email: mholden@kentgov.org

Item	Description	Est. Quantity	Unit	Unit Price	Annual Amount
1	Landfill Gas Monitoring - Quarterly (28 gas points)	4	EA	$575.00	$2,300.00
2	Monitoring & Domestic Well Sampling- Semi Annual (28 wells)	2	EA	$8,733.00	$17,466.00
3	Semi-Annual Laboratory Analysis (VOC; Metals; General Chem.; Dissolved Gas)	2	EA	$18,606.70	$37,213.40
4	Semi-Annual Data Analysis	2	EA	$4,418.50	$8,837.00
5	Semi-Annual Report Preparation	2	EA	$4,816.00	$9,632.00
6	Project Administration (semi-annual sampling and gas monitoring)	2	LS	$2,160.00	$4,320.00
7	Monitoring Well Sampling (12 wells for 2 additional quarters)	2	EA	$3,876.00	$7,752.00
8	Quarterly-Annual Laboratory Analysis (12 wells for 2 additional quarters)	2	EA	$5,052.69	$10,105.38
9	Quarterly Data Analysis (4 quarters)	4	EA	$648.00	$2,592.00
10	Quarterly Report Preparation (4 quarters)	4	EA	$1,056.00	$4,224.00
11	Project Administration (quarterly sampling and reporting)	4	LS	$720.00	$2,880.00

TOTAL ESTIMATED PROJECT COST **$107,321.78**

Quote good until May 1, 2022
Standard terms and conditions apply.

Roads Division
7/12/2022
County Commissioners Meeting

Item Summary:
Approval of a proposed list of Kent County to be surface treated with tar (asphalt) and chip (stone) in FY2023 to be funded by an 80% reimbursement from the State Aid Program.

ATTACHMENTS:

Description

FY 23 Proposed Surface Treatment List

1 coarse each road

Rates of application: 0.5 gallons asphalt & 35 lbs. stone per square yard

	Unit Cost
(Estimate) Asphalt Cost/Gallon:	$2.40
#7/#8 Chip Stone/Ton:	$29.00

Total Tons 4,119.3

	Road #	Road Name		Length (miles)	Width	Sq. Yards	Tons Stone	Gallons Asphalt	Stone Cost	Asphalt Cost	Total Cost	
1	3294	Charlestown Rd.	8	0.22	12	1,549	27.1	774	$786.02	$1,858.56	$2,644.58	
1	3322	Charlestown Ct.	8	0.03	12	211	3.7	106	$107.18	$253.44	$360.62	
1	381	Bakers Ln. (South End)	7	1.98	20	23,232	406.6	11,616	$11,790.24	$27,878.40	$39,668.64	
1	385	John Hanson Rd.	7	1.17	18	12,355	216.2	6,178	$6,270.26	$14,826.24	$21,096.50	
1	363	Buck Neck Rd.	7	1.62	20	19,008	332.6	9,504	$9,646.56	$22,809.60	$32,456.16	
												5.02
												$96,226.50
2	326	Big Stone Rd. (1/2)	7	2.18	20	25,579	447.6	12,789	$12,981.17	$30,694.40	$43,675.57	
2	339	Wallis Rd.	7	1.32	18	13,939	243.9	6,970	$7,074.14	$16,727.04	$23,801.18	
2	39	Gregg Neck Rd.	7	2.23	21	27,474	480.8	13,737	$13,942.85	$32,968.32	$46,911.17	
2	3275	Rileys Neck Rd.	7	0.47	18	4,963	86.9	2,482	$2,518.82	$5,955.84	$8,474.66	
2	3414	Belleau Wood Rd.	8	0.09	20	1,056	18.5	528	$535.92	$1,267.20	$1,803.12	
2	3403	Homestead View Ct.	8	0.16	14	1,314	23.0	657	$666.92	$1,576.96	$2,243.88	
2	3351	Homestead View Rd.	8	0.70	20	8,213	143.7	4,107	$4,168.27	$9,856.00	$14,024.27	
2	3332	Barrett Farm Rd.	8	0.70	20	8,213	143.7	4,107	$4,168.27	$9,856.00	$14,024.27	
2	3353	East Kentfield Rd.	8	0.20	20	2,347	41.1	1,173	$1,190.93	$2,816.00	$4,006.93	
2	3354	Azalea Ct.	8	0.12	20	1,408	24.6	704	$714.56	$1,689.60	$2,404.16	
2	3413	Pvt. Spry Ln.	8	0.11	20	1,291	22.6	645	$655.01	$1,548.80	$2,203.81	
2	3250	Kinnairds Point Rd.	7	0.95	20	11,147	195.1	5,573	$5,656.93	$13,376.00	$19,032.93	
2	3290	Waterview Dr.	8	0.39	20	4,576	80.1	2,288	$2,322.32	$5,491.20	$7,813.52	
2	3194	Sheldrake Dr.	8	0.82	20	9,621	168.4	4,811	$4,882.83	$11,545.60	$16,428.43	
2	3352	Parson Hill Ct.	8	0.18	15	1,584	27.7	792	$803.88	$1,900.80	$2,704.68	
2	3164	Rolla Rd.	8	0.06	20	704	12.3	352	$357.28	$844.80	$1,202.08	
2	392	Cliff City Rd.	7	1.10	18	11,616	203.3	5,808	$5,895.12	$13,939.20	$19,834.32	
2	398	Reeses Corner Rd.	7	2.12	20	24,875	435.3	12,437	$12,623.89	$29,849.60	$42,473.49	
2	388	Walnut Point Rd.	7	1.65	18	17,424	304.9	8,712	$8,842.68	$20,908.80	$29,751.48	
2	3195	Canvas Back Rd.	8	0.16	18	1,690	29.6	845	$857.47	$2,027.52	$2,884.99	15.71
						0	0.0	0	$0.00	$0.00	$0.00	$305,698.96
	TOTALS			**20.73**		**235,388**	**4,119.3**	**117,694**	**$119,459.55**	**$282,465.92**	**$401,925.47**	$401,925.47
												20.73

Shelley Heller, County Administrator
7/12/2022
County Commissioners Meeting

Item Summary:
July Meeting Schedule Adjustment

Maryland Community Development Block Grant Programs
7/12/2022
County Commissioners Meeting

Item Summary:
Progress Reports

ATTACHMENTS:

Description

07.12.22 Maryland Community Development Block Grant (CDBG) COVID Round I, 4th Quarter - Quarterly Progress Report, Grant Number CV-1-7

07.12.22 Maryland Community Development Block Grant (CDBG) Program, Sem-Annual Report Housing Counseling, Grant Number MD-22-CD-1, January 1 – June 30, 2022

MARYLAND CDBG COVID ROUND I
QUARTERLY PROGRESS REPORT

Reporting Period			
1st Quarter July 1 – September 31, 2021_ Due October 10th	2nd Quarter October 1 – December 31, 2021 Due January 10th	3rd Quarter January 1 – March 31, 2022 Due April 10th	**4th Quarter** **April 1 – June 30, 2022** **Due July 10th**

Section I: Grant Information	
Grantee: Kent County	Grant Number: CV-1-7

Section II: Grant Progress

Upper Shore Aging portion of the CDBG Program grant has been completed.

Mid Shore Pro Bono (MSPB) reported that they have assisted 27 Kent County residents with landlord/tenant issues to date; however, case demographics were not collected for most of these cases. A request to revise the required number of cases for formal reporting was submitted to DHCD. No reimbursement requests have been received or sent yet.

Eleventh House Solutions has been paid by Kent County for the budgeted administrative amount. As of end of April 30, Eleventh House Solutions is no longer on the project.

Kent County, MRDC, and DHCD are in discussion regarding documentation for the CDBG Program requirements related to reimbursements for MRDC's staff time on ERAP.

Grant Award Amount: $134,246.39		Grant Funds Drawn to Date: $50,000.00	
USA $50,000.00	MSPB $5,006.39	USA $50,000.00 – reimbursed	MSPB $0
KeCo Admin $4,000.00	MRDC ERAP Support $75,240.00	KeCo Admin $4,000.00 – spent	MRDC ERAP Support $0

Section III: Person Completing Report	
Name: William Mackey	Title: Director, Department of Planning, Housing, and Zoning
Phone: 410-778-7423, ext. 9	Email: wmackey@kentgov.org

Section IV: Certification by Chief Elected Official – I certify to the best of my knowledge that the information contained in this report is true and correct.

Signature: P. Thomas Mason	Title: President of County Commissioners of Kent County, Maryland	Date: 7/12/22

MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SEMI-ANNUAL REPORT HOUSING COUNSELING

REPORTING PERIOD			
~~July 1 – December 31, 20__ (Due January 10th)~~		**January 1 – June 30, 2022 (Due July 10th)**	
SECTION I: PROJECT INFORMATION			
Grantee: **Kent County**		Subrecipient: **Maryland Rural Development Corporation**	
Project Name: **Housing Counseling**	Grant Number: **MD-22-CD-1**	Grant Start Date: August 24,2021	Grant End Date: August 31, 2023
National Objective: Benefit to Low- and Moderate-Income Persons – Limited Clientele		**Proposed # of Units: 300**	
Is the project on schedule? Yes ☐ No ☑ MRDC has reported that housing counseling services have been in low demand. Initial documentation indicates six households have been served.			
Will you be able to meet the expenditure deadline for this grant? Yes ☑ No ☐ Per discussion with MRDC and DHCD, it's expected that the end of ERAP funding will restart counseling.			
Was a single audit required during this reporting period? Yes ☐ No ☑ Kent County, Maryland is audited annually. A copy of the single audit will be provided in July 2022 to DHCD. MRDC is scheduled to enter the audit process in July 2022 for FY21, which is Jan 1 to Dec 31, 2021, for MRDC.			
Did you hold your official second hearing? Yes ☐ No ☑ There have been no payments made by Kent County to date, and per documentation on file, very limited services were provided.			
SPECIAL REMINDER: Please refer to the *Special Terms and Conditions* section in "Exhibit A" and *Implementation Schedule* in "Exhibit C" of the grant agreement for the grant schedule and deadlines. **Please note that a letter from Kent County requesting an extension of the 5% expenditure requirement was submitted on February 7, 2022.**			
SECTION II: PROJECT PROGRESS (please report beneficiaries and attach the beneficiary tracking sheet)			
Discuss grant progress during the reporting period and, if applicable, discuss any problems or challenges: **Kent County, MRDC, and Maryland DHCD are in discussion regarding requirements for documentation. The required documentation includes proof of the specific hours that CDBG-funded services were provided (which is usually in the form of daily timesheets showing the CDBG-specific hours worked by funded employees), proof that the CDBG-funded employees that provided the services were paid (which is usually in the form of weekly or bi-weekly employee pay stubs), and proof that 300 persons were served with housing counseling services (which is usually in the form of demographic paperwork that is completed by the persons being served). Alternative documentation and levels of service to be provided are in discussion.**			
SECTION IV: COMPLETE THIS SECTION FOR THE FINAL REPORT			
Is this the final report for this Project? Yes ☐ No ☑ If yes, please complete the questions on page 3 of this report.			
SECTION V: GRANTEE CONTACT PERSON			
Contact Name: William A. Mackey		Title: Director, Kent County Department of Planning, Housing, and Zoning	
Phone Number: 410-708-4063		Email Address: wmackey@kentgov.org	
SECTION VI: CERTIFICATION OF CHIEF ELECTED OFFICIAL			
I certify that the information in this report is accurate and correct:			
Signature: P. Thomas Mason	Title: President of the County Commissioners of Kent County, Maryland	Date: 7/12/22	

Kent County Sheriff's Office
7/12/2022
County Commissioners Meeting

Item Summary:
FY2023 Police Accountability, Community, and Transparency Grant Program
Kent County Sheriff's Office Equipment Initiative Grant Application

ATTACHMENTS:

Description

07.12.22 Police Accountability Community and Transparency PACT Grant Application 2022-PT-0029

FY 2023 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: Kent County Board of County Commissioners

Grant Application Form

Governor's Office of Crime Control and Prevention

Submitted: 6/29/2022

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Application Contents

- [x] Cover Sheet
- [x] Face Sheet
- [x] Summary / Narrative
- [x] Budget Summary
  - [ ] Personnel
  - [ ] Operating
  - [ ] Travel
  - [ ] Services
  - [x] Equipment
  - [ ] Other
- [x] Civil Rights
- [x] Service Sites
- [x] Assurances
- [x] Anti-Lobbying

Date Stamp:	OFFICE USE ONLY	
	Control Number:	Application Number: **2022-PT-0029**
	Received By:	Date:

Governor's Office of Crime Control & Prevention - Grant Application Form

FY 2023 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: **Kent County Board of County Commissioners**

Project Title: **Kent County Sheriff's Office Equipment Initiative**

Kent **Local Government**

Start Date: **07/01/2022** **Submitted:** **6/29/2022 11:38:12 AM** **DUNS Number:** **086131901**

End Date: **06/30/2023** **Funding Year:** **SAM Expiration:** **2/1/2023**

Applicant:

Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620 1312
(410) 778-4600 FAX: (410) 778-7482

Implementing Agency:

Kent County Sheriff's Office
Unit B
104 Vickers Drive
Chestertown, MD 21620 3358
(410) 778-2279 FAX: (410) 778-7488

Authorized Official:	Mason, P. Thomas kentcounty@kentgov.org Kent County Board of County Commissioners R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620-1312 (410) 778-4600	President FAX: (410) 778-7482
Project Director:	Price, John F sheriff@kentgov.org Kent County Sheriff's Office Unit B 104 Vickers Drive Chestertown, MD 21620-3358 (410) 778-2279	Sheriff FAX: (410) 778-7488
Fiscal Officer:	Merritt, Patricia M pmerritt@kentgov.org Kent County Board of County Commissioners R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620-1312 (410) 778-7456	Chief Finance Officer FAX: (410) 810-2947

Funding Summary	100.0 %	Grant Funds	**$34,358.00**	_____	_____
	0.0 %	Cash Match	**$0.00**	_____	_____
	0.0 %	In-Kind Match	**$0.00**	_____	_____
		Total Project Funds	**$34,358.00**		

Project Summary

The Kent County Sheriff's Office Equipment Initiative seeks to further enhance transparency and accountability by providing accounts of interactions between law enforcement and the public through body-worn camera service upgrades, footage storage, and the purchase of two vehicle cameras. Program funds will provide equipment and necessary equipment upgrades.

Problem Statement/Needs Justification

The Kent County Sheriff’s Office employs 27 officers and has been proactive in implementing accountability procedures in part by using weapon/holster-enabled notification systems and, in 2021, purchasing 22 body-worn cameras. While County Commissioners have recently acquired five additional cameras with County and other grant funding, we are in critical need of Fiscal Year 2023 funding related to costs of cloud-based footage storage fees and service upgrades for the original 22 cameras. In addition, the Kent County Sheriff’s Office is purchasing two new vehicles that will need cameras this fall. The Sheriff’s Office has reported that the evidentiary value of the cameras has been “overwhelming,” and that the cameras provide a level of transparency both law enforcement and members of the public recognize as effectively documenting professional and civilian behavior during law enforcement interactions.

Examples of the need for the transparency that cameras provide include an unfortunate incident when a Sheriff's Deputy shot an unleashed aggressive dog. After the dog owner filed criminal charges against the Deputy over the incident, the State's Attorney invited her to review the video of the dog aggressively going after the Deputy following the initial attack, which had not been thwarted by a baton. The dog owner subsequently dropped the charges and stated that she did not wish to file an administrative complaint. Other examples include cameras capturing footage of drugs, documentation that many times leads to successful plea bargaining and prosecution rates rather than longer-running criminal court proceedings. Prior to the use of cameras, many criminal and complaint cases depended on the word of each party. The use of this new technology allows for the truth to be witnessed, something which has a multitude of benefits for both law enforcement and the public.

Program Goals and Objectives

The Kent County Sheriff's Office Equipment Initiative seeks to continue to effectively utilize technology to enhance public trust and transparency. Coupled with the Office's current use of weapon/holster-enabled notification systems, the continued use of properly maintained/upgraded body-worn cameras, vehicle cameras, and cloud-based footage storage is expected to result in the following (please note: Kent County Sheriff's Office began using body-worn cameras in 2021, and information on the results of the cameras' use is currently anecdotal; we do plan to compare pre-2021 statistics with 2021-2022 and 2022-2023 statistics to evaluate and measure the success of using this technology):

Objective 1: Enhance law enforcement accountability
100% of Sheriff's Deputies will wear body-worn cameras
Cameras will be installed in 100% of Sheriff's Office vehicles; new cameras will activate when vehicle lights are turned on
Records will be maintained of the number of body-worn cameras deployed
Body-worn cameras will be deployed automatically in conjunction with the number of weapon/holster enabled detection/notification systems 100% of the time

Objective 2: Continue to amplify evidence quality
The use of cameras will result in an increase in the number of times body cameras assist with the prosecution of criminal cases

Objective 3: Improve safety during law enforcement-citizen interactions
Fewer use-of-force incidents will occur
Officer safety will be increased
Citizen safety will be increased

Objective 4: Decrease the number of civilian complaints
The number of civilian complaints will decrease by at least 10% from the time body-worn cameras were first used (2021)

Objective 5: Enhance skills through reviews of performance
The review of footage by supervisors will be used for training purposes to enhance skills

Program Strategy/Program Logic

The Kent County Sheriff's Office Equipment Initiative will continue to enhance public trust in local law enforcement as both law enforcement and the public recognize that interactions will be documented.

Kent County has already purchased 27 cameras with Year One (August 2021 - August 2022) set-up, services, and footage storage. With additional funding, the Sheriff's Office will purchase Year Two cloud-based footage storage and service upgrades so that the original 22 cameras purchased are updated and sufficient storage is available. Because the Sheriff's Office is purchasing two new vehicles by the end of the year, we will also be required to purchase two vehicle cameras with storage. The Kent County Grants Manager will be responsible for grant reporting and will obtain statistical as well as anecdotal information from the Sheriff's Office and the State's Attorney's Office regarding the success of the initiative. All Sheriff's Deputies will wear body-worn cameras and all Sheriff's Office vehicles will be equipped with cameras.

Program Measurement

Outputs:
100% of Sheriff's Deputies will use body-worn cameras.
Cameras will be installed in 100% of Sheriff's Office vehicles.
Records will be maintained of the number of body-worn cameras deployed.
Supervisors will view footage and use footage as a training mechanism about safety issues and alternative ways to handle various situations.

Outcomes:
The use of the cameras will result in an increase the number of successful plea bargaining.
Fewer incidents of use-of-force will occur.
Fewer Deputies will be injured.
Fewer members of the public will be injured.
Civilian complains will be decreased by at least 10%

Impacts: With up-to-date equipment used by all Sheriff's Office Deputies, the Sheriff's Office will increase transparency, improve policing, and foster community trust, making our County a safer place.

Timeline

July 2022: Begin collecting data (pre-2021 and 2021-2022) (Kent County Grants Manager)

August 2022: Purchase Year Two camera service upgrades and cloud-based footage storage (Captain Dennis Hickman, Kent County Sheriff's Office)

December 2022: Purchase vehicle cameras (Captain Dennis Hickman)

Ongoing (monthly): Collect and analyze data (Kent County Grants Manager)

Spending Plan

August 2022: Purchase Year Two camera service upgrades and cloud-based footage storage: $29,942.00
(Cloud-based footage storage for 22 cameras @ $961 each = $21,142; 22 services and licensing upgrades @ $400 each = $8800.00)

December 2022: Purchase two vehicle cameras: $4416.00 (two cameras w/software @ $2208 each)

Total: $34,358.00

Management Capabilities

The Kent County Board of Commissioners and the Kent County Sheriff's Office have extensive grants management experience as well as extensive experience with inventory management.

Project Director:
John F. Price, IV, Sheriff, Kent County since December 1994. Member, Police Training Commission; J. DeWeese Carter Center Advisory Board, 2004-20; Drug and Alcohol Abuse Council, Kent County, 2004-; Local Management Board, Kent County, 2009-present. Attended Chesapeake College; Eastern Shore Criminal Justice Academy; National Sheriffs' Institute. 2nd Vice-President, Maryland Sheriffs' Association, 2014- (member, 1994-; board of directors; 3rd vice-president, 2013-14; past president); National Sheriffs' Association (traffic safety committee). Member, Kent County Adolescent Substance Abuse Coalition.

Fiscal Officer:
Patricia M. Merritt, Chief Financial Officer, Kent County began her career with Kent County 27 years ago as Director of Budget and Accounting and was promoted to CFO in 2007. She has been a Certified Public Accountant since 1990, having graduated from Rider University with a bachelor's degree in science of commerce. Ms. Merritt will oversee all finances related to this initiative.

Civil Rights Contact:
Martin Hale, Human Resources Director, Kent County began his career with Kent County 18 years ago as the Personnel Coordinator and was promoted to Human Resources Director in 2005. His prior experience includes 11 years with the National Railroad Passenger Corp (Amtrak) as a Human Resources Consultant. He earned an MBA from Wilmington University and a BS from Towson University in business administration with concentrations in management and human resources management.

Captain Dennis Hickman, Chief Deputy, Kent County Sheriff's Office:
Captain Hickman has been with the Sheriff's Office for more than 20 years. He received a bachelor's degree in business management from Salisbury University. Captain Hickman will be in charge of purchasing and managing the equipment for this initiative.

Kent County Grants Manager:
Penelope Young-Carrasquillo has worked in research, nonprofit fundraising, and grant writing and management for more than 20 years. She joined Kent County in May of 2022. She has a bachelor's degree in sociology from University of Maryland Baltimore County and a master's degree in professional writing from Towson University. Ms. Young-Carrasquillo will be responsible for gathering statistics as well as anecdotal evidence regarding the use of equipment for this initiative and will be oversee and be involved in grant reporting.

All staff related to this initiative are Kent County employees whose salaries are paid by the County.

Sustainability

In 2022, Kent County hired a Grants Manager whose responsibilities include seeking funding for various programs and projects. We will continue to investigate a variety of funding sources, including federal funding opportunities, to ensure that the Kent County Sheriff's Office continues to have the equipment necessary to improve policing, foster public trust, and enhance community relations.

Applicant Disclosure of Pending Applications Statement

Neither the Kent County Board of Commissioners nor the Kent County Sheriff's Office have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Unique Entity Identifier and SAM.GOV Expiration Date

UEI: C8C6GAZ67CA9
Expiration: 2-2-2023

Person Completing the Project Narrative

Penelope Young-Carrasquillo, Grants Manager
Kent County Board of Commissioners
443-988-8501
Fax: 410-778-7482
pyoungcarrasquillo@kentgov.org

Control Number: 2022-PT-0029

Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	$0.00	$0.00	$0.00	$0.00
Operating Expenses	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00	$0.00
Equipment	$34,358.00	$0.00	$0.00	$34,358.00
Other	$0.00	$0.00	$0.00	$0.00
Grand Total	**$34,358.00**	**$0.00**	**$0.00**	**$34,358.00**

Category E - Equipment

Control Number: 2022-PT-0029

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Body-worn camera footage storage	1	Grant Funds	22	$961.00	$21,142.00
2	"Other" Service upgrades to cameras and licensing	2	Grant Funds	22	$400.00	$8,800.00
3	Cameras for new vehicles (hardware and software)	3	Grant Funds	2	$2,208.00	$4,416.00
						$34,358.00

1. The footage storage fees are the bulk of the cost of using body-worn cameras and are critical to the initiative.
2. Service upgrades and licensing are required of the body-worn cameras on an annual basis.
3. The Sheriff's Office will be purchasing two new vehicles by December 2022 and cameras will be needed for these vehicles.

Control Number: 2022-PT-0029

V. Civil Rights Requirements

1. Civil rights contact person: Hale, Martin T - Human Resources Director

2. Organization: Kent County Board of County Commissioners

3. Address: R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620-1312

4. Telephone Number: (410) 778-4600

5. Number of persons employed by the organization unit responsible for implementation of this grant: 18

Project Service Sites

Site 1

Service Site	County-wide
Apt. Suite, No. Street	
City	Chestertown
State & Zip	MD 21620-3327

Control Number: 2022-PT-0029

Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. ° 3789d): the Victims of Crime Act (42 U.S.C. ° 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. ° 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. ° 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. ° 704); the Americans with Disabilities Act of 1990 (42 U.S.C. ° 12131-34); the Education Amendments of 1972 (20 U.S.C. ° 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. ° 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of $500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General http://www.goccp.maryland.gov/grants/general-conditions.php and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: http://www.archives.gov/eeo/laws/title-vi.html

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

P. Thomas Mason 6-29-22

Signature of Authorized Official **Date**

Mason, P. Thomas - President

Name and Title

Certification Regarding Lobbying

Control Number: 2022-PT-0029

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Control Number: 2022-PT-0029

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

_____

_____

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap¬plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant:	Kent County Board of County Commissioners
Address:	R. Clayton Mitchell, Jr. Kent County Government Center 400 High Street Chestertown, MD 21620 1312
Project Title:	Kent County Sheriff's Office Equipment Initiative
Federal ID Number:	52-6000974
Authorized Representative:	Mason, P. Thomas - President
Signature:	P. Thomas Mason 6-29-22

Signature of Authorized Official **Date**

Citizen Interest Form
7/12/2022
County Commissioners Meeting

Item Summary:
Economic and Tourism Development Commission

ATTACHMENTS:
Description

Procedures For Public Comment
7/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments 2022

07.12.22 Public Comments Sign In Sheet

Press and Public Comments

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

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

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

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

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

PUBLIC COMMENTS
SIGN IN SHEET
July 12, 2022

NAME **(please print)**	ADDRESS	TOPIC

Kent Soil and Water Conservation District
7/12/2022
County Commissioners Meeting

Item Summary:
Thank You Letter

ATTACHMENTS:

Description

07.12.22 Thank You Letter, Charlie Miller, Chair, Board of Supervisors, Kent Soil and Water Conservation District, FY2023 Allocatioin of Funds

KENT SOIL AND WATER CONSERVATION DISTRICT
122 Speer Road, Suite 4, Chestertown, Maryland 21620
Phone 410.778.5150 Fax 410.778.4700
kentsoilandwaterconservationdistrict.org

June 23, 2022

Kent County Commissioners
400 High Street
Chestertown, MD 21620

Dear President Mason and Commissioners Fithian and Jacob,

On behalf of the Board of Supervisors, our 14 employees, our State and Federal partners and our farmer and landowner cooperators, we would like to Thank You for the FY 23 financial allocation from the County.

From our beginning in 1938, Kent County has been one of our original partners and steadfast supporters. It would be impossible to do the work we do without the generous support of the County. We appreciate this long and productive relationship and look forward to its continuation.

As always, we are here to help and that includes helping our partners in any way we are able. The District has both the capability and capacity to implement natural resource management conservation and enhancement projects as well as perform grant administration and project management. Please view us as a resource that is available to you.

Thank you again for all that you do for the Kent Soil and Water Conservation District!

Sincerely,

Charlie Miller

Charlie Miller
Chair, Board of Supervisors

County Commissioners
Office
Date 7-1-22 LSC

Board of Supervisors

Charles L. Miller, Chair | *Lewis H. McDonald, Vice Chair* | *Timothy A. Redman, Treasurer* | *W. Frank Barnes Jr., Member* | *William H. Langenfelder, Member*

Commission on Aging
7/12/2022
County Commissioners Meeting

Item Summary:
Thank You Letter

ATTACHMENTS:

Description

07.12.22 Thank You Letter, Commission on Aging, Transfer of Millington Elementary School

KENT COUNTY COMMISSION ON AGING

June 17, 2022

Commissioners of Kent County

400 High St.

Chestertown, MD 21620

Dear Commissioners:

The Kent County Commission on Aging thank you for turning over the Millington Elementary School to the Town of Millington to be used for senior housing and community center.

As our senior population ages, there are many more senior needs with housing and social interaction being among the top priorities. Currently, wait times for senior accommodations exceed 12 months.

Your actions illustrate the county's awareness and commitment toward senior citizen needs and will make future requests for funding more credible to granting agencies.

Thank you for your continuing support for the elderly in Kent County.

Sincerely,

Members of the Kent County Commission on Aging

Carolyn Sorge
Co-Chair

Muriel Cole
Co-Chair

Members:

Mary Etta Reedy - Rock Hall
Margie Baker - Chestertown
Erlena C. Linthicum - Fairlee
Dr. William Trainor - Rock Hall
Wayne D. Benjamin, MD - Chestertown
Olythea B. Hunley - Still Pond
James D. Holmes - Heron Point
Nancy Connolly - Kennedyville
Phillip F. Cicconi - Rock Hall
Darlene J. Stouts - Worton
Samuel W. Johnson - Galena

County Commissioners
Office
Date 7-5-22 LJC

Background:

The Kent County Commission on Aging, established in 1969, is made of of representatives having an intent in seniors' issues and in alleviating problems faced by older citizens in Kent County.

The purpose of the Commission, as listed in the revised by-laws and approved by the Kent County Commissioners on January 13, 2015 are:

1. To advocate for the senior citizens of Kent County, Maryland
2. Provide information, guidance, advice, and recommendations to the County Commissioners of Kent County pertaining to senior citizens.
3. Obtain, develop, and provide information concerning programs and services, available funds, and other resources at the local, state, and federal levels regarding the concerns and needs of senior citizens.
4. Plan, initiate, and implement projects or activities for the benefit of senior citizens as authorized by any applicable budget.
5. Support programs offered by organizations that provide services to help elderly persons to be independent and stay in their homes as long as possible.
6. Generally, to do all things necessary or proper to promote the interests, well-being, and quality of life for senior citizens in Kent County, Maryland

Thank You Letter
7/12/2022
County Commissioners Meeting

Item Summary:
Citizen of Kent County

ATTACHMENTS:

Description

07.12.22 Thank You Letter, Elizabeth Hill, Not Mowing Kennedyville Road

Lacey Cox

From: Elizabeth M.S. Hill <emshill@umd.edu>
Sent: Thursday, June 30, 2022 4:28 PM
To: Kent County Commissioners
Subject: Roadside Non-Mowing Kudos, Kennedyville Road

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

My name is Elizabeth Hill and I live at 11791 Kennedyville Road. I would like to commend the Commissioners and Kent County Roads Department for NOT mowing Kennedyville road. I travel this road on my daily commute to Chestertown. There are currently 18 distinct milkweed stands on just our 3 mile stretch of road. I have already seen Monarch butterflies going to these stands to lay eggs. The milkweed blossoms are in full bloom and highly attractive to other pollinators including many species of native bees.
There are many reasons reduced roadside mowing benefits the county and the environment without reducing safety:
1. Reduced mowing costs - fuel, equipment, equipment repair and labor costs
2. Reduced carbon emissions using less diesel fuel and engine oil.
3. Reduced roadside embankment collapse due to heaving mowing and reduced root structure holding the roadside (Yes, this has happened several times on Kennedyville Road).
4. Increased wildlife habitats for wildlife including birds, insects, amphibians, small mammals and more.
5. More and safer wildlife corridors from 1 habitat to the next. Roadsides link other habitats together.
6. Roadside flowers and pollinators - with reduced mowing comes more native flowers like several species of milkweeds, dogbane and other important plants like chicory, Queen Anne's Lace and more. All excellent pollinator plants.

I am writing as a citizen of Kent County, but I also work for the University of Maryland where we have worked with State Highways to reduce their mowing and time their mowing to maximize roadside habitats and wildlife.

The US Department of Transportation and the Federal Highway Administraton have an excellent publication on the benefits of better roadside management entitled - "Roadside Best Management Practices that Benefit Pollinators: Handbook for Supporting Pollinators through Roadside Maintenance and Landscape Design". It can be found at the US Department of Transportation, Transportation Library - https://rosap.ntl.bts.gov/view/dot/55913

Thank you so much!

Sincerely,

Beth Hill

11791 Kennedyville Road, Kennedyville.

National Association of Counties
7/12/2022
County Commissioners Meeting

Item Summary:
American Rescue Plan Act

ATTACHMENTS:

Description

07.12.22 National Association of Counties (NACo), American Rescue Plan Act, Implementation of Funds

NATIONAL ASSOCIATION of COUNTIES NACo

To Whom it May Concern:

The American Rescue Plan Act (ARPA), enacted in March 2021, provided a historic investment in our nation's counties to help address and respond to the ongoing COVID-19 public health emergency and support long-term economic recovery. The State and Local Coronavirus Fiscal Recovery Fund, part of the ARPA, allocates $65.1 billion directly to every county, parish and borough across the nation. The National Association of Counties (NACo) was instrumental in ensuring this critical funding was enacted into law to support your residents' and communities' public health and well-being, and spur economic recovery.

These funds provide direct, flexible aid for every county, parish and borough in America and are a key component of our local recovery efforts. As directed by the ARPA and U.S. Department of Treasury (Treasury), counties can invest Recovery Funds into a broad range of programs, services and projects under four broad categories: replace public sector lost revenue; respond to public health and negative economic impacts; provide premium pay for essential workers; and invest in broadband, sewer and water infrastructure.

On January 6, 2022, Treasury released the Final Rule to guide the implementation of these funds. Since the Recovery Fund was established, NACo has worked closely with Treasury to ensure that county recommendations and priorities were included in the Final Rule, which included additional flexibilities for counties to invest in broadband and services and programs to contain and mitigate the spread of COVID-19, such as capital investments in public facilities, and investments in housing and neighborhoods.

Please take a moment to review **NACo's Executive Summary Overview of the Final Rule for ARPA Fiscal Recovery Funds for Counties** enclosed. This summary is a valuable resource for you and your colleagues as you continue to navigate Treasury's Final Rule for the Recovery Fund and invest these funds across your community.

Scan to access

NACo's full analysis of Treasury's Final Rule for the ARPA Recovery Fund

Thank you for your leadership in making America's counties stronger. For more information about NACo and how your county can become involved, visit www.naco.org/join.

Sincerely,

Hon. Larry Johnson
NACo President
DeKalb County, Ga.

County Commissioners
Office
Date 7-1-22 LGC

American Rescue Plan Act (ARPA) Funds Spend Plan
7/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

6-28-2022 ARPA Fund Commissioner Report

FY22 AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
6/28/2022

AMERICAN RESCUE PLAN ACT FUND

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/31/2021	Water & Wastewater Fund	$ 275,000	Clariflocculator Replacement Project
9/21/2021	KC Local Management Board	112,800	Feed the Elderly Year 1
10/26/2021	Information Technology	67,429	AV System
10/26/2021	Information Technology	27,095	IT Software
12/14/2021	Information Technology	665,000	Neighborhood Grants & Infrastructure Grants Office of Statewide Broadband
1/11/2022	Water & Wastewater Fund	2,817	Change order #1 equipment and cabinet, Fairlee Clariflocculator Replacement Project
1/11/2022	Water & Wastewater Fund	90,642	Change order #2 Demo, aeration tower, Fairlee Clariflocculator Replacement Project
2/1/2022	Emergency Operations Center	14,087	A/V equipment in EOC-video conferencing
2/8/2022	Water & Wastewater Fund	110,065	SCADA Pump Station Monitoring
2/8/2022	Water & Wastewater Fund	57,500	Kent County Regional Wastewater Treatment Plant Feasibility Study-Millington/Rt 301
2/8/2022	Water & Wastewater Fund	52,910	Tolchester Wastewater Treatment Plant Influent Screen Replacement Project-design services
3/8/2022	KC Local Management Board	204,115	Feed the Elderly Year 2 and Year 3
3/22/2022	Water & Wastewater Fund	32,981	Worton WWTP influent lagoon-engineering-Design and bid services
AMOUNT OF FUNDS COMMITTED		**$ 1,712,441**	
AMOUNT OF ARPA FUNDS		**$ 3,766,777**	
BALANCE OF ARPA FUNDS REMAINING		**$ 2,054,336**	

Contingency and Use of Fund Balance Report
7/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

6-28-2022 Commissioner Report Contingency

FY22 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
June 28, 2022

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/24/21	Kent County Health Department (KCHD)	$ 227,000	Hiring of (2) nurses and (2) nursing assistants for facilitate vaccination and testing clinic
9/7/21	Circuit Court	7,131	Replace carpet in Kent County Circuit Court project #BM 22-01
9/28/21	Building and Grounds	32,785	Exterior painting of the Kent County Courthouse and Kent County Government Center RFP No BM-22-02
10/5/21	Planning & Zoning	1,039	Permit fee waiver-Kent Attainable Housing, Inc. 24909 Lambs Meadow Road
10/12/21	Buildings/Grounds-Court House	40,852	HVAC split system-Court House
10/26/21	Water and Wastewater Fund	129,600	Water/Sewer allocation fees waiver for Kent County Society project in Worton (12/1/2020)
8/3/21	Buildings/Grounds-Court House	24,940	Asbestos Abatement - Court House, replacement of tiles, Clerk of Courts
11/30/21	Kent County Health Department (KCHD)	(227,000)	Move funding source to ARPA from Contingency
12/21/21	Information Technology	29,294	Hiring of staff for vaccination & testing clinic Replace Uninterrupted Power Supply (UPS)
1/18/22	Legal Counsel	20,000	Morgnec Road Solar Litigation expenses
1/25/25	Social Services	5,500	Lodging at Driftwood Inn to help the homeless during the month of February
2/15/22	Kent Ag Center, Inc	41,710	Complete Pavilion Project
3/22/22	Social Services	5,500	Lodging at Driftwood Inn to help the homeless during the month of March
3/22/22	Kent County Department of Social Services	2,660	Summer SNAP program
4/5/22	Accountability Office	4,500	Consultant for implementing Police Accountability Board
4/5/22	Village of Kennedyville	10,000	Village of Kennedyville - legal fees associated with transfer of unsold lots and open space
4/12/22	Information Technology	33,520	Cybersecurity Software and Hardware
4/12/22	Information Technology	2,234	Ransomware
4/19/22	Chestertown Garden Club	2,500	Mulch flower beds at Garnet Elementary School
5/3/22	Upper Shore Aging	38,000	Replacement of four air condition and heating
6/7/22	Local Management Board	6,775	Furniture purchase related to moving of Office systems.
TOTAL		**$ 438,540**	
BEGINNING CONTINGENCY BUDGET		**$ 500,000**	
ENDING CONTINGENCY BALANCE		**$ 61,460**	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
6/22/2021	Sheriff's Office	$ 54,776	Body Cameras five year agreement
6/22/2021	University of Maryland Extension Office	$ 15,156	Increase FY22 Allocation-PTK positions salary increase
10/19/2021	Human Resources	$ 3,269	Transfer of current employee to HR Specialist
4/12/2022	Contingency	$ 100,000	Increase Contingency
TOTAL		**$ 173,201**	

USE OF FUND BALANCE

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

Marty Hale, Director, Human Resources
7/12/2022
County Commissioners Meeting

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

ATTACHMENTS:

Description

Shelley Heller, County Administrator
7/12/2022
County Commissioners Meeting

Item Summary:
Personnel
Statutory authority to close session under the provision from General Provisions Art. § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:
Description