

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

July 6, 2021

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

Building is Open for In-Person Attendance or Dial 1-872-239-8359 and enter Conference ID 730 895 47#

Public Notices

Community Development Block Grant
Notice of Second Public Hearing

Consent Items

- #1 - Regular Session Minutes, June 29, 2021
- #2 - Liquor Minutes, June 29, 2021
- #3 - 2020 Planning Commission Annual Report, Planning, Housing, and Zoning

County Attorney

Thomas N. Yeager, County Attorney
Introduction of Code Home Rule Bill No. 9-2021 Agricultural Advisory Commission

Legislative Session

Bill Mackey, Director, Planning, Housing, and Zoning
First Reading to Advertise a Public Hearing
Code Home Rule Bill 9-2021 to revise Chapter 172 Agricultural Advisory Commission

Departmental Appointments

Bill Mackey, Director, Planning, Housing, and Zoning
Kent County Historic Preservation Commission
Herbert Dennis, Warden, Detention Center
Correctional Mental Health Services, LLC Contract
April Bitter, Project Manager, Information Technology
Microsoft Licensing

County Administrator Report

Greg Slater, Secretary, Maryland Department of Transportation
Transportation Priorities

Kent Alcohol and Tobacco Enforcement KATE

Sondra M. Blackiston, Clerk/KATE Manager
KATE Advisory Letter, Alcoholic Beverages - Sale and Delivery for Off-Premises Consumption

Letters for Signature

Kent County Department of Social Services Advisory Board

Appointment Letters

Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 730 895 47#

Procedures for Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

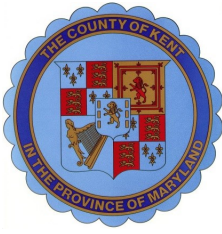
Marty Hale, Director, Human Resources

Senior Staff Employment Contract Renewals

Personnel

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

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



Community Development Block Grant 7/6/2021 County Commissioners Meeting

Item Summary:

Notice of Second Public Hearing

ATTACHMENTS:

Description

07.06.21 CDBG Round 1, Second Public Hearing Notice

**NOTICE OF SECOND PUBLIC HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT
KENT COUNTY, MARYLAND**

The Board of County Commissioners of Kent County, Maryland, will conduct a Public Hearing, provide an update, and welcome comments and input on the Maryland Community Development Block Grant Program (CDBG) COVID Round 1 project regarding funds awarded through the federal CARES Act. Funds must be used to prevent, prepare for, and respond to the corona virus.

Citizens will have the opportunity to discuss the project and to provide input. All comments and input are welcome. The Public Hearing will be held at **10 a.m., on Tuesday, July 20, 2021**, in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online at <https://www.kentcounty.com/commissioners/meeting-agenda>. The agenda will be posted 24 hours in advance of the meeting, and it will include a unique call-in number, so members of the public may participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. The Hearing Room at 400 High Street in Chestertown is open to the public.

Citizens who wish only to view and listen to the Public Hearing may do so on the Kent County livestream webpage at <https://www.kentcounty.com/commissioners/meeting-live-video>.

The Maryland CDBG Program is a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. It is administered by the Maryland Department of Housing and Community Development.

The Maryland CDBG Program reflects the State's economic and community development priorities and provides public funds for activities which meet one of the following national objectives, in accordance with the federal Housing Community Development Act of 1974, as amended, that:

- benefit low- and moderate-income persons and households;
- aid in the prevention or elimination of slums or blight; or
- meet other community development needs of an urgent nature, or that are an immediate threat to community health and welfare.

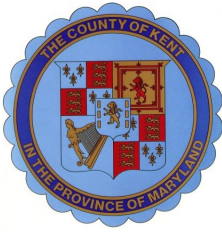
Efforts will be made to accommodate the disabled and non-English speaking residents with 24-hour advance notice to the County Commissioners' Office at (410) 778-4600 (voice/relay).

By order of:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

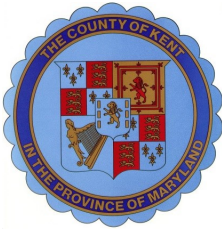
PUBLISH: KCN 7/8/21



**#1 - Regular Session Minutes, June 29, 2021
7/6/2021
County Commissioners Meeting**

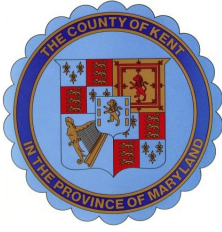
ATTACHMENTS:

Description



**#2 - Liquor Minutes, June 29, 2021
7/6/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - 2020 Planning Commission Annual Report, Planning, Housing, and
Zoning
7/6/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

Letter from Planning Commission

Annual Report letter to MDP



Kent County Planning Commission
Department of Planning, Housing, and Zoning
400 High Street, Suite 130
Chestertown, MD 21620
410-778-7423 (voice/relay)

June 23, 2021

P. Thomas Mason, President
County Commissioners of Kent County
Kent County Government Center
400 High Street
Chestertown, MD 21620

RE: 2020 Annual Report to the Maryland Department of Planning

Dear Commissioners:

The Kent County Planning Commission reviewed the attached Annual Report for the 2020 Calendar Year at its meeting on June 3, 2021. The letter meets the requirements for annual reports found in the Land Use Article. Upon filing this copy, the report will be submitted to the Maryland Department of Planning.

Sincerely,
Kent County Planning Commission

Kim Kohl
Chairman

EHM/cmg

Enclosure



Department of Planning,
Housing, and Zoning
400 High Street, Suite 130
Chestertown, MD 21620
410-778-7423 (voice/relay)
planning@kentgov.org

June 30, 2021

Office of the Secretary
Maryland Department of Planning
Attn: David Dahlstrom, AICP
301 W. Preston St.
Baltimore, Maryland 21201-2305

Re: Annual Report Calendar Year 2020

Dear Mr. Dahlstrom:

The Kent County Planning and Zoning Commission approved the following Annual Report for the Reporting Year 2020 as required under [§1-207\(b\)](#) of the Land Use Article on June 3, 2020. In addition, this report has been filed with the local legislative body.

1. The County issued the following number of new Residential Permits inside and outside of the Priority Funding Area (PFA), [§1-208\(c\)\(1\)\(i\)](#) and [\(c\)\(3\)\(ii\)](#):

**Table 1: New Residential Permits Issued
Inside and Outside the Priority Funding Area (PFA)**

Residential – Calendar Year 2020	PFA	Non - PFA	Total
# New Residential Permits Issued	14	20*	34

* Only 5 new dwellings were located within the Priority Preservation Area, and 3 of those were replacement dwellings.

2. The County preserved the following number of acres using local agricultural land preservation funding, [§1-208\(c\)\(iv\)](#), (if applicable):

Kent County does not have a locally funded land preservation program.

3. The County is scheduled to complete and submit a 5-Year Mid-Cycle comprehensive plan implementation review report this year, as required under §1-207(c)(6) of the Land Use Article?

Y ☐ N ☒

The most recent Comprehensive Plan was adopted in April 2018.

4. The County is scheduled to update its' Development Capacity Analysis this year, as required under [§1-208\(2\)\(c\)\(iii\)](#) of the Land Use Article? Y ☐ N ☒

If no, please indicate when the next Development Capacity Analysis will be completed.

The next Development Capacity Analysis is due in 2021. Staff will be contacting our regional planner for assistance.

5. Were there any growth related changes, including Land Use Changes, Zoning Ordinance Changes, New Schools, Changes in Water or Sewer Service Area, etc., pursuant to [§1-207\(c\)\(1\)](#) of the Land Use Article? If yes, please list or provide maps. Y ☐ N ☒

The only change to a service area was to include several existing lots that were inadvertently left out of the service area. No map amendments were processed. Five zoning text amendments were reviewed, but none were related to allowing or encouraging additional growth.

6. Did your jurisdiction identify any recommendations for improving the planning and development process within the jurisdiction? If yes, list. Y ☐ N ☒

The County has begun a Comprehensive Rezoning Update. It is anticipated that changes will be made to the planning and development process to clarify procedures and timelines and alter the process by which some uses and site plans are reviewed.

7. Are there any issues that Planning can assist you with in 2021? If yes, please list. Y ☒ N ☐

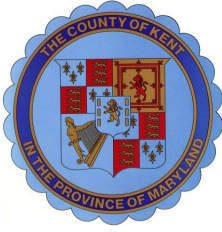
As the County undertakes comprehensive rezoning, we greatly appreciate the continued assistance of our MDP liaison, who is always helpful and ready to assist the County.

8. Have all members of the Planning Commission and Board of Appeals completed an educational training course as required under §1-206(a)(2) of the Land Use Article? Y ☒ N ☐

Sincerely,



Kim Kohl
Chair, Kent County Planning Commission



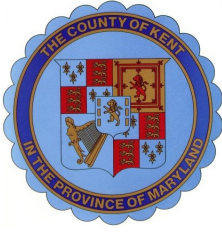
Thomas N. Yeager, County Attorney
7/6/2021
County Commissioners Meeting

Item Summary:

Introduction of Code Home Rule Bill No. 9-2021 Agricultural Advisory Commission

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing, and Zoning
7/6/2021
County Commissioners Meeting

Item Summary:

Code Home Rule Bill 9-2021 would amend Chapter 172, Agriculture Advisory Commission (AAC), of the Code of Public Laws of Kent County, Maryland, by revising the text to change the total number of members from seven to nine. The composition of the board is being proposed for revision, based on the high level of interest expressed by people in the community who wish to serve on the AAC.

Staff recommends approval.

ATTACHMENTS:

Description

CHR Bill No. 9-2021 Agricultural Advisory Commission DRAFT Legislation

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**July 6, 2021
Legislative Session Day**

**Legislative Session Day
July 6, 2021**

**CODE HOME RULE
BILL NO. 9-2021**

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the total number of members from seven to nine.

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

P. Thomas Mason, President

INTRODUCED, read first time, July 6, 2021, ordered posted and public hearing scheduled August 3, 2021, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on August 3, 2021. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on September 7, 2021, a legislative session day.

BILL NO. 9-2021

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

A BILL ENTITLED CHR 9-2021 AGRICULTURAL ADVISORY COMMISSION

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Part III, Land Use Legislation, Chapter 172 the Code of Public Laws of Kent County is hereby amended as follows:

CHAPTER 172

AGRICULTURE ADVISORY COMMISSION

§ 172-1 Appointments; residency requirements; vacancies; term.

A. The Board of County Commissioners of Kent County shall appoint a ~~seven~~**NINE**-member commission which shall be known as the "Kent County Agriculture Advisory Commission," and which may consist of representatives from various types of farms (farming sectors) and farm-supportive businesses of Kent County. All persons appointed must be residents of Kent County and must be engaged in a business that supports farms, farming, or the agricultural sector in general, at the discretion of the Board.

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

Read Third Time _____

PASSED this _____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

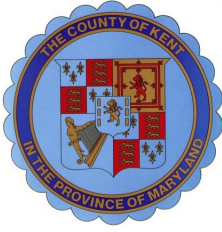
Robert N. Jacob, Jr., Member

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

BILL NO. 9-2021

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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



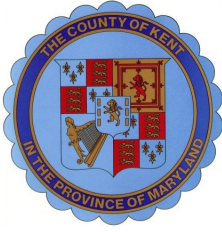
Bill Mackey, Director, Planning, Housing, and Zoning
7/6/2021
County Commissioners Meeting

Item Summary:

Kent County Historic Preservation Commission

ATTACHMENTS:

Description



Herbert Dennis, Warden, Detention Center
7/6/2021
County Commissioners Meeting

Item Summary:

Correctional Mental Health Services, LLC Contract

ATTACHMENTS:

Description

mental health contract FY22

FY19-20 Contract Renewel contract

07.06.21 Agreement, Correctional Mental Health Services, LLC Renewal for Inmate Mental Health Services

Correctional Mental Health Services, LLC

June 22, 2021

Warden Herbert Dennis
Kent County Detention Center
104 Vickers Drive, Unit A
Chestertown, MD 21620

RE: 2021 – 2022 Renewal for Inmate Mental Health Services Agreement – Revised 6.22.2021

Greetings Warden Dennis:

Correctional Mental Health Services, LLC ("CMHS") is pleased to be your partner in the delivery of mental health care services at the Kent County Detention Center and value the opportunity to continue our partnership.

Annual Renewal

The current term of our agreement will end June 30, 2021. CMHS would like to offer an extension of an additional one-year period, beginning July 1, 2021 and ending on June 30, 2022.

Prior Year Renewal Compensation Amounts

After further review of Kent County's billing, it was discovered the agreed upon 2.4% CPI increase for the 2020-2021 renewal year was not applied to the monthly amount billed to the County. As illustrated in the following tables, the most recently applied annual CPI increase was 2.4% for the 2019-2020 renewal year beginning July 1, 2019.

Kent County Mental Health Monthly Billing Amount 7/1/2018 - 6/30/2019	\$1,968.16
Mid Shore Monthly Billing Amount 7/1/2018 - 6/30/2019	\$2,525.75
Total Monthly Billing Amount 7/1/2018 - 6/30/2019	\$4,493.91

2019 - 2020 Renewal Year CPI Increase	2.4%
Kent County Mental Health Monthly Billing Amount 7/1/2019 - 6/30/2020	\$2,076.01
Mid Shore Monthly Billing Amount through 7/1/2019 - 6/30/2020	\$2,525.75
New Total Monthly Billing Amount 7/1/2019 - 6/30/2020	\$4,601.76

Because the annual CPI increase of 2.4% was not applied for the 2020-2021 renewal year beginning July 1, 2020, the total monthly billing for Kent County and Mid Shore did not increase to \$4,712.20 as presented in our 2020-2021 renewal and remained as shown in the preceding table until October 2020.

Upon hiring the Mental Health Coordinator in September 2020, the monthly billing for Kent County increased \$2,807.58 from \$2,076.01 to \$4,883.59 as of October 2020. The total monthly billing for Kent County and Mid Shore was revised from \$4,601.76 to \$7,409.34, as presented in our 2019-2020 renewal letter.

Kent County Mental Health Monthly Billing Amount through 9/30/20	\$2,076.01
<i>Reduce 4 hours per week (0.10 FTEs) of Case Manager</i>	<i>-\$1,004.75</i>
<i>Reduce 6 hours per week (0.15 FTEs) of Mental Health Professional</i>	<i>-\$1,507.17</i>
<i>Add 20 hours per week (0.50 FTEs) of Mental Health Coordinator</i>	<i>\$5,319.50</i>
Mental Health Monthly Staffing Total	\$2,807.58
New Kent County Mental Health Monthly Billing Amount As of 10/2020	\$4,883.59
Mid-Shore Monthly Billing Amount	\$2,525.75
New Total Monthly Billing Amount As of 10/2020	\$7,409.34

Correctional Mental Health Services, LLC

Annual Price Adjustment for Renewal Year 2021-2022

As presented in our letter dated December 1, 2020, for the 2021-2022 contract year, CMHS requests an annual increase of 3.7% in accordance with the Consumer Price Index (CPI) for Urban Consumers, Medical Care Services Component for the month of October 2020, the most recently published at the time our renewal was originally submitted to the County.

Application of the 3.7% increase revises the current billing amount for professional mental health services rendered at the Kent County Detention Center from **\$4,883.59** per month to **\$5,064.28**, or **\$60,771.39** annually.

Monthly billing for the FY21 Maryland Community Criminal Justice Treatment Program administered by Mid Shore Behavioral Health, Inc. will be **\$2,525.75**, or **\$30,309.00** annually.

	Monthly	Annualized
2021 - 2021 Renewal Year CPI Increase	3.70%	
Kent County Mental Health Monthly Billing Amount 7/1/2021 - 6/30/2022	\$5,064.28	\$60,771.39
Mid-Shore Monthly Billing Amount through 7/1/2021 - 6/30/2022	\$2,525.75	\$30,309.00
New Total Billing Amount 7/1/2021 - 6/30/2022	\$7,590.03	\$91,080.36

Staffing Enhancement

The annualized cost for six additional hours per week (0.15 FTEs) of Mental Health Coordinator (MHC) coverage is **\$19,262**. CMHS acknowledges \$18,000 of this amount will be funded by additional grant funding from Mid Shore Behavioral Health. The remaining \$1,262 will be applied to the monthly amount billed to Kent County. The following chart illustrates the cost breakout between the County and Mid Shore:

	Monthly	Annualized
2021- 2022 Kent County Mental Health Costs	\$5,064.28	\$60,771.39
MHC Increase – 6 hours per week (0.15 FTEs) – County Portion	\$ 105.17	\$1,262.00
Total 2021-2022 Kent County Mental Health Costs	\$5,169.45	\$62,033.39

	Monthly	Annualized
2021- 2022 Mid Shore Behavioral Health Costs	\$2,525.75	\$30,309.00
MHC Increase – 6 hours per week (0.15 FTEs) – Mid Shore Portion	\$1,500.00	\$18,000.00
Total 2021-2022 Mid Shore Behavioral Health Costs	\$4,025.75	\$48,309.00

Correctional Mental Health Services, LLC

Revised Staffing Matrix

Once approved, the following staffing matrix reflects the increased Mental Health coverage being provided at the Detention Center.

CORRECTIONAL MENTAL HEALTH SERVICES, LLC									
MENTAL HEALTH STAFFING MATRIX									
Kent, MD								Effective July 1, 2021	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Mental Health Coordinator ^{***}	7	4	4	7	4			26	0.550
Psychiatrist (Telepsychiatry) ^{***}		2						2	0.050
TOTAL HOURS/FTE-Day								28	0.700
WEEKLY TOTAL									
TOTAL HOURS/FTE per week								28	0.700

*Twenty (20) hours per week are allotted to Case Management work.

"This staffing plan also provides two (2) hours per month of onsite Psychiatric Nurse Practitioner coverage in replacement of the weekly Telepsychiatry services.

**Six (6) hours of Mental Health Coordinator and two (2) hours of Psychiatrist is grant-funded.

If the County agrees, please sign below and email a signed copy to Andrea Knox, Retention Specialist, at akknox@wellpath.us. Once received, our Legal Department will draft a formal contract amendment and route to the appropriate County individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

We greatly appreciate our years of partnership and look forward to another successful year working together. Please feel free to contact Michelle Autrey, Regional Director of Operations for Kent County, at 443-944-2131 with any additional questions or concerns you may have.

Sincerely,



Linda Pansulla
Regional Vice President

Cc: Michelle Autrey, Regional Director of Operations
Adolfo Cisnero, Senior Director, Contract Retention

The undersigned is authorized by Kent County to accept the above terms:

Authorized Kent County Representative

Date Signed

Print Name

Title

Correctional Mental Health Services, LLC

February 26, 2019

Warden Herbert Dennis
Kent County Detention Center
104 Vickers Drive, Unit A
Chestertown, MD 21620

RE: 2019-2020 Contract Renewal for Inmate Mental Health Services - *Revised*

Greetings Warden Dennis:

I hope this letter finds you well. Correctional Mental Health Services, LLC (CMHS) is proud to be partnered with Kent County and we are excited to renew our commitment to provide your detainees with quality mental health care in the upcoming year!

Annual Contract Renewal and Annual Compensation Adjustment

CMHS respectfully requests to renew our contract for an additional one-year period beginning July 1, 2019 through June 30, 2020.

We also request an increase in the base contract amount consistent with the Consumer Price Index ("CPI") for Urban Consumers – US City Average, Medical Care Services Component. This CPI rate is presently 2.4% for November 2018.

Cost Impact for 2019-2020: \$1,294.20

Mental Health Staffing Enhancement

Per discussion with Regional Management, below is pricing for the requested changes to our mental health staffing at the Detention Center.

Application of the 2.4% increase and the adjusted staffing revises the amounts for professional mental health care services rendered at the Kent County Detention Center as indicated in the below table effective July 1, 2019 through June 30, 2020:

	Monthly	Annually
Current Base Compensation	\$ 4,493.91	\$ 53,926.92
Annual Increase @ 2.4%	\$ 107.85	\$ 1,294.20
Reduce 4 hours per week (0.10 FTEs) of Case Manager	\$ (1,004.75)	\$ (12,057.00)
Reduce 6 hours per week (0.15 FTEs) of Mental Health Professional	\$ (1,507.17)	\$ (18,086.00)
Add 20 hours per week (0.50 FTEs) of Mental Health Coordinator	\$ 5,319.50	\$ 63,834.00
Base Compensation Amount July 1, 2019 - June 30, 2020	\$ 7,409.34	\$ 88,912.12

To affirm moving forward with the proposed terms, please sign the following page and email a scanned copy to Andrea Knox, Partner Services Specialist, at akknox@wellpath.us. Upon receipt of the signed proposal, our Legal Department will begin drafting a formal contract amendment and route to the appropriate individuals at Kent County for signature.

Correctional Mental Health Services, LLC

If you have any questions, please do not hesitate to contact Michelle Autrey, Regional Director of Operations for Kent County, at 443-944-2131. We appreciate the strong relationship we've developed and look forward to another successful year working together.

Warm regards,



Linda Pansulla
Regional Vice President

Cc: Michelle Autrey, Regional Director of Operations
Gina Rose, Vice President, Partner Services

The undersigned is authorized by Kent County Representative to accept the above terms:



Kent County Representative

06/18/19

Date Signed

P. Thomas Mason
Print Name

President, Kent County Commissioners
Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

Correctional Mental Health Services, LLC

June 22, 2021

Warden Herbert Dennis
Kent County Detention Center
104 Vickers Drive, Unit A
Chestertown, MD 21620

RE: 2021 – 2022 Renewal for Inmate Mental Health Services Agreement – *Revised 6.22.2021*

Greetings Warden Dennis:

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Prior Year Renewal Compensation Amounts

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2021 - 2021 Renewal Year CPI Increase		3.70%
Kent County Mental Health Monthly Billing Amount 7/1/2021 - 6/30/2022	\$5,064.28	\$60,771.39
Mid-Shore Monthly Billing Amount through 7/1/2021 - 6/30/2022	\$2,525.75	\$30,309.00
New Total Billing Amount 7/1/2021 - 6/30/2022	\$7,590.03	\$91,080.36

Staffing Enhancement

The annualized cost for six additional hours per week (0.15 FTEs) of Mental Health Coordinator (MHC) coverage is **\$19,262**. CMHS acknowledges \$18,000 of this amount will be funded by additional grant funding from Mid Shore Behavioral Health. The remaining \$1,262 will be applied to the monthly amount billed to Kent County. The following chart illustrates the cost breakout between the County and Mid Shore:

	Monthly	Annualized
2021- 2022 Kent County Mental Health Costs	\$5,064.28	\$60,771.39
MHC Increase – 6 hours per week (0.15 FTEs) – County Portion	\$ 105.17	\$1,262.00
Total 2021-2022 Kent County Mental Health Costs	\$5,169.45	\$62,033.39

	Monthly	Annualized
2021- 2022 Mid Shore Behavioral Health Costs	\$2,525.75	\$30,309.00
MHC Increase – 6 hours per week (0.15 FTEs) – Mid Shore Portion	\$1,500.00	\$18,000.00
Total 2021-2022 Mid Shore Behavioral Health Costs	\$4,025.75	\$48,309.00

Correctional Mental Health Services, LLC

Revised Staffing Matrix

Once approved, the following staffing matrix reflects the increased Mental Health coverage being provided at the Detention Center.

CORRECTIONAL MENTAL HEALTH SERVICES, LLC									
MENTAL HEALTH STAFFING MATRIX									
Kent, MD								Effective July 1, 2021	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
Mental Health Coordinator***	7	4	4	7	4			26	0.650
Psychiatrist (Telepsychiatry)**		2						2	0.050
TOTAL HOURS/FTE-Day								28	0.700
WEEKLY TOTAL									
TOTAL HOURS/FTE per week								28	0.700

*Twenty (20) hours per week are allotted to Case Management work.

"This staffing plan also provides two (2) hours per month of onsite Psychiatric Nurse Practitioner coverage in replacement of the weekly Telepsychiatry services.

**Six (6) hours of Mental Health Coordinator and two (2) hours of Psychiatrist is grant-funded.

If the County agrees, please sign below and email a signed copy to Andrea Knox, Retention Specialist, at akknox@wellpath.us. Once received, our Legal Department will draft a formal contract amendment and route to the appropriate County individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect.

We greatly appreciate our years of partnership and look forward to another successful year working together. Please feel free to contact Michelle Autrey, Regional Director of Operations for Kent County, at 443-944-2131 with any additional questions or concerns you may have.

Sincerely,



Linda Pansulla
Regional Vice President

Cc: Michelle Autrey, Regional Director of Operations
Adolfo Cisnero, Senior Director, Contract Retention

The undersigned is authorized by Kent County to accept the above terms:

P. Thomas Mason

Authorized Kent County Representative

P. Thomas Mason

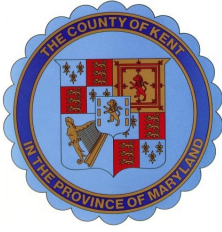
Print Name

7/6/2021

Date Signed

President

Title



**April Bitter, Project Manager, Information Technology
7/6/2021
County Commissioners Meeting**

Item Summary:

Microsoft Licensing

ATTACHMENTS:

Description

Contract with Planet Technologies

Microsoft Terms and Conditions

Planet GSA Schedule 70 Contract



Quote prepared: 7/10/2020

Quote expires: 7/31/2020

Planet Technologies offers the following renewal quote for County of Kent and Town of Galena through our AOS-G Agreement.

Quote 1: Town of Galena

Part Number	SKU	Monthly Cost Per User	Annual Cost Per license	Quantity/Users	Annual Cost for licenses
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	\$4.52	\$54.24	1	\$54.24

Quote 2: Town of Galena

Part Number	SKU	Monthly Cost Per User	Annual Cost Per license	Quantity/Users	Annual Cost for licenses
U4S-00002	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	\$7.04	\$84.48	4	\$337.92
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$17.28	\$207.36	6	\$1,244.16

PO Required for Quote 1: \$54.24

PO Required for Quote 2: \$1,582.08

Quote 1: Kent County

Part Number	SKU	Monthly Cost Per User	Annual Cost Per license	Quantity/Users	Annual Cost for licenses
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	\$4.52	\$54.24	24	\$1,301.76

Quote 2: Kent County

Part Number	SKU	Monthly Cost Per User	Annual Cost Per license	Quantity/Users	Annual Cost for licenses
3MS-00001	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	\$3.52	\$42.24	1	\$42.24
U4S-00002	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	\$7.04	\$84.48	12	\$1,013.76
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	\$17.28	\$207.36	228	\$47,278.08

PO Required for Quote 1: \$1,301.76**PO Required for Quote 2: \$48,334.08**

This three-year AOS-G agreement is between Kent County and Planet Technologies as the authorized Microsoft License reseller. County of Kent and Town of Galena must include the attached Microsoft Terms and Conditions as part of the contract. The agreement cannot be executed (processed at Microsoft) until the completed documents and PO are received for the initial payment. At the point the documents are approved by the Legal Department at Microsoft, the billing period will begin. Prior to the enrollment anniversary, the Annual Order process allows your organization to submit an annual order to account for any increase or decrease in licenses (for example those required for qualified devices or users, license transitions and Online Services reservations, as permitted). Additional details:

- Your annual order must be received by Planet Technologies, Inc. between 60 and 30 days prior to the Enrollment Anniversary.
- If the annual order is not received when due, Planet Technologies, Inc., will invoice for all subscription Licenses including Online Services and L&SA, ordered in the prior year and any Online Service reservations in excess of the quantity previously ordered.

Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable. County of Kent and Town of Galena understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

All product descriptions and prices are based on the latest information available and are subject to change within the terms of the above referenced contract.

By signing this contract, you agree to be bound by the applicable pricing and all Terms and Conditions found herein, including but not limited to the attached Microsoft Terms and Conditions.

Planet Technologies, Inc.
20400 Observation Drive, Suite 107
Germantown, MD 20876
(301) 721-0100

P. Thomas Mason 7/14/20 Steph Garza 7/15/2020
Signature Date Signature Date

P. Thomas Mason

Print Name

Steph Garza

Print Name

Kent County Commissioners

Company Name

Planet Technologies, Inc

Company Name

20400 Observation Drive, Suite 107

400 High St.

Street Address

Street Address

Chester town, MD 21620

City, State, Zip Code

Germantown, Maryland 20876

City, State, Zip Code

Customer Terms for Cloud Services Agreement – US Public Sector

This agreement is between (“we”, “us”, and “our”) and (“you” and “your”). It is effective when we accept it. Key terms are defined in § 8.

1. General.

Right to use. You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party's patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users' use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365's operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

Changes. Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

Use rights. Use rights specific to Office 365 are posted online at the link to the AUP.

2. Confidentiality and Security.

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years' subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

8. Definitions.

"AUP" means the acceptable use policy at <http://www.microsoftvolumeicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

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1. General.

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Acceptable use. You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

Compliance. You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

Customer Data. Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

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3. Term, Termination, and Suspension.

Term and termination. This agreement will remain in effect for three years' subject to your right under applicable law to terminate for convenience.

Customer Data. You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

Regulatory. If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

Suspension. We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

4. Limited warranty; disclaimer.

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

5. Duty to protect.

Defense. We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

Remedies. If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

Other obligations. To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

Limits. The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

6. Limited liability.

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

7. Agreement mechanics.

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

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"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

"Subscription" means an order for a quantity of Office 365.



(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov

Schedule Title: **General Purpose Commercial Information Technology Equipment, Software and Services**

FSC Group, Part, and Section or Standard Industrial Group (as applicable): **Not applicable.**

FSC Class and/or Product code(s) and/or Service Codes (as applicable): **7010**

Contract number: **GS-35F-0360J**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

Contract period - 4-6-99 through 4-5-19

Price List current through modification # PO-0021, effective April 4, 2014

Planet Technologies, Inc

20400 Observation Drive, Suite 204, Germantown, MD 20876

301-721-0100, 301-721-0189 Fax

www.go-planet.com

[Approved Amendments](#)

Mod #:	Title:	Date of Action
A013	Schedule 70 Refresh 24	10/5/2009
A095	Schedule 70 Refresh 26	9/30/2010
A112	Authorized Negotiators	5/9/2011
A160	Schedule 70 Refresh 27	5/9/2011
A188	Schedule 70 Refresh 28	9/21/2011
A197	Schedule 70 Refresh 29	9/21/2011
A215	Schedule 70 Refresh 30	2/23/2012
A308	Schedule 70 Refresh 31	6/11/2013
A344	Removal of Clause I-FSS-125	12/11/2013
A345	Schedule 70 Refresh 32	02/04/2014
A377	Schedule 70 Refresh 33	05/28/2014
A403	Schedule 70 Refresh 34	01/05/2015
A454	Schedule 70 Refresh 35	07/24/2015
A491	Schedule 70 Refresh 36	04/11/2016

Business size. Other Small Business

- (ii) **CUSTOMER INFORMATION:** The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

- 1a. **Special Item No 132-51 Information Technology Professional Services** – services descriptions are on pages 8 to 12 and awarded prices are on page 12.

- 1b. **Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.**

 Sr. Analyst - \$95.72

- 1c. **A description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided** – See pages 8 to 11.

2. **Maximum order:** \$500,000.

3. **Minimum order:** \$100

4. **Geographic coverage** (delivery area): *Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic and overseas delivery.

5. **Point of production:** Germantown, Montgomery County, Maryland.
6. **Discount from list prices or statement of net price.** Prices are net prices.
7. **Quantity discounts** – None.
8. **Prompt payment terms** - 1/2% - 20 days from receipt of invoice or date of acceptance.
- 9a. **Notification that Government purchase cards are accepted at or below the micro-purchase threshold** – Yes.
- 9b. **Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold** – Yes.
10. **Foreign items** – Not applicable.
- 11a. **Time of delivery** - To be negotiated with each authorized ordering activity.
- 11b. **Expedited Delivery** – Not Applicable.
- 11c. **Overnight and 2-day delivery** – Not Applicable.
- 11d. **Urgent Requirements** – Not Applicable.
12. **F.O.B. point:** DEST.
- 13a. **Ordering address:**

Planet Technologies, Inc
20400 Observation Drive, Suite 204
Germantown, MD 20876
- 13b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. **Payment address:**

Planet Technologies, Inc
20400 Observation Drive, Suite 204
Germantown, MD 20876
15. **Warranty provision** – Workmanlike manner.
16. **Export packing charges** – Not Applicable.

17. **Terms and conditions of Government purchase card acceptance** (any thresholds above the micro-purchase level) – No restrictions.
18. **Terms and conditions of rental, maintenance, and repair** – Not Applicable.
19. **Terms and conditions of installation** – Not Applicable.
20. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices** – Not Applicable.
- 20a. **Terms and conditions for any other services** – see pages 5 to 9.
21. **List of service and distribution points** - – Not Applicable.
22. **List of participating dealers** – Not Applicable.
23. **Preventive maintenance** – Not Applicable.
- 24a. **Special attributes such as environmental attributes** (e.g., recycled content, energy efficiency, and/or reduced pollutants) - – Not Applicable.
- 24b. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found** (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/ - – Not Applicable.
25. **Data Universal Number System (DUNS) number** – 013020685.
26. **Notification regarding registration in System for Award Management (SAM) database** – Yes.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

SR. ANALYST

GENERAL EXPERIENCE: Three years of experience in ADP system analysis and programming and utilizing major concepts of application programming on large-scale database management systems. Experience with the development of block diagrams and logic flow charts.

FUNCTIONAL RESPONSIBILITIES: Under general supervision of the Senior Software Engineer, develops and/or maintains operating systems communications software, database packages, compilers, assemblers, and utility programs. Modifies existing and creates special purpose software and ensure systems efficiency and integrity. Analyzes systems requirements and design specifications. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including project plans, software program and user documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to less experienced programmers.

MINIMUM EDUCATION: Bachelor's degree.

PROJECT DIRECTOR

GENERAL EXPERIENCE: Ten years of experience in complete IT engineering project development from inception to deployment, with a demonstrated ability to provide guidance and direction in IT engineering tasks of a technical nature. The Program Director shall also have demonstrated capability in the overall management of multi-task contracts of this type and/or Complexity, including but not limited to Sharepoint, CRM, IA.

FUNCTIONAL RESPONSIBILITIES: Interfaces with government management personnel, contract managers, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work quality, communicating policies, purposes, and goals of the organization to subordinates.

MINIMUM EDUCATION: Bachelor's degree.

TECHNICIAN

GENERAL EXPERIENCE: One to three years demonstrated performance or internship in related technology. Experienced in topic such networks, integration and systems design and implementation.

FUNCTIONAL RESPONSIBILITIES: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products. Technician (Project Support). Designs and writes code as required for selected customer systems; Directly involved in the hands-on implementation of customer systems. Provide Technical Writing and Documentation support.

MINIMUM EDUCATION: Bachelor's degree.

SUBJECT MATTER EXPERT –INTERMEDIATE

GENERAL EXPERIENCE: (3) Three years related experience in technical and specialization applications and skilled in engineering large, complex projects.

FUNCTIONAL RESPONSIBILITIES: Provides technical knowledge and skill in using specialized computer applications.

Experienced in the computer operational environment and using high-level functional systems analysis, design, integration, documentation, and implementation on complex problems which require in-depth knowledge of the subject matter. Applies principles, methods and knowledge of the functional area and in the process uses advanced mathematical principles and methods to arrive at practical, innovative solutions.

MINIMUM EDUCATION: Bachelor's Degree.

INFORMATION ASSURANCE –INTERMEDIATE

GENERAL EXPERIENCE: (3) Three of demonstrated performance in computer information security or information assurance. Must have experience in security administration and policy development.

FUNCTIONAL RESPONSIBILITIES: Responsible for establishing information security/assurance requirements for all applications, systems, and networks based upon the analysis of user, policy, regulatory, and resource demands. Coordinates with the customer organization to establish and define programs, resources, and risks. Provides guidance and direction to other professionals, acts in a consulting and/or advisory capacity, coordinates resolution of highly complex problems and tasks.

MINIMUM EDUCATION: Bachelor's Degree.

INFORMATION ASSURANCE –JOURNEYMAN

GENERAL EXPERIENCE: (1) One year of related experience in information assurance or related information security.

FUNCTIONAL RESPONSIBILITIES: Responsible for identifying, developing, and tracking system- wide information security solutions. This individual will perform functions such as requirements analysis, verification, and validation testing based upon the analysis of user, policy, regulatory, and resource demands.

MINIMUM EDUCATION: Bachelor's Degree.

TECHNICIAN III

GENERAL EXPERIENCE: (5) Five plus years demonstrated performance in related technology. Experienced in topic such complex networks, cross- platform integration and large-scale, complex systems design and implementation. This individual will have been trained in product futures, and relevant Certified Training associated with Microsoft's products.

FUNCTIONAL RESPONSIBILITIES: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

MINIMUM EDUCATION:Bachelor's Degree.

TECHNICIAN II

GENERAL EXPERIENCE: (3) Three years demonstrated performance in related technology. Experienced in topic such complex networks, cross- platform integration and large-scale, complex systems design and implementation. This individual will have been trained in product futures, and relevant Certified Training associated with Microsoft's products.

FUNCTIONAL RESPONSIBILITIES: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products. Technician II (Project Support). Assists in delivering technical presentations to customer staff. Designs and write code as required for selected customer systems. Develops documentation on selected customer systems and objectives. Directly involved in the hands-on implementation of customer systems. Works with MCS & customer staff personnel to support technical strategy and control objectives.

MINIMUM EDUCATION: Bachelor's Degree.

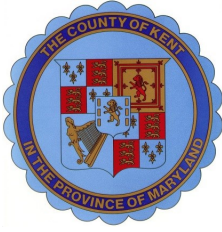
TECHNICIAN I

GENERAL EXPERIENCE: (1) One years demonstrated performance or internship in related technology. Experienced in topic such complex networks, cross- platform integration and large-scale, complex systems design and implementation. This individual will have been trained in product futures, and relevant Certified Training associated with Microsoft's products.

FUNCTIONAL RESPONSIBILITIES: Works to support the Microsoft Project manager to ensure development, analysis or deployment remains on schedule and in line with the current capabilities and future directions of Microsoft products.

MINIMUM EDUCATION: Bachelor's Degree.

Labor Category	GSA Rates (Off-Site Rates - Ordering Activity)
Sr. Analyst	\$95.72
Project Director	\$125.00
Technician	\$134.76
Subject Matter Expert – Intermediate	\$202.92
Information Assurance – Intermediate	\$172.29
Information Assurance – Journeyman	\$143.58
Technician III	\$258.44
Technician II	\$191.44
Technician I	\$172.29



Greg Slater, Secretary, Maryland Department of Transportation
7/6/2021
County Commissioners Meeting

Item Summary:

Transportation Priorities

ATTACHMENTS:

Description

07.06.21 Greg Slater, Secretary, Maryland Department of Transportation, Kent County's Transportation Priorities Regarding Consolidated Transportation Program (CTP)

June 16, 2021

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

Dear President Mason:

Thank you for your letter outlining Kent County's transportation priorities for the Consolidated Transportation Program (CTP). I appreciate the opportunity to respond.

This information is vital in developing the Draft fiscal year (FY) 2022 – FY 2027 CTP. While the Maryland Department of Transportation (MDOT) remains focused on supporting the State's pandemic response and recovery, we continue to welcome input from across the State and value the local expertise that determines which transportation projects comprise each jurisdiction's local and regional priorities.

The COVID-19 public health crisis and major economic downturn has underscored the crucial role that transportation plays in all our lives. Unfortunately, the extraordinary measures taken to respond to the public health emergency have resulted in a drastic decline in Marylanders' use of transportation services. This decline has, in turn, resulted in unprecedented declines in transportation revenues.

Comparing the second week of April 2020 to the same week in April 2019, traffic volumes declined 52 percent, truck volumes declined 27 percent, toll transactions fell 57 percent, Port of Baltimore Seagirt Marine Terminal truck transactions declined 51 percent, Baltimore / Washington International Thurgood Marshall Airport passenger traffic fell 95 percent, and transit ridership declined 70 percent on average. While these numbers are rebounding, it will be several years before revenues fully recover.

All transportation projects will be evaluated in the context of this revenue shortfall with a sustained focus on delivering projects that support safety, mobility, and state of good repair for the critical infrastructure that composes the State's transportation system.

RECEIVED

JUN 24 2021

KENT COUNTY
COMMISSIONERS OFFICE



The Honorable P. Thomas Mason
Page Two

The Chapter 30 eligible transportation projects that were submitted by the March 1, 2021 annual closing date are in the process of being assessed and scored by MDOT. The results will be made public as part of the Draft FY 2022 – FY 2027 CTP when it is released this Fall. Please reference www.mdot.maryland.gov if additional information on the Chapter 30 project scoring process and timeframe is needed. Once on the website, select “Programs” at the top of the page, and then choose “Planning and Programming.” Scroll down the page to “Capital Programming and Transportation Budgeting,” and select the “Chapter 30 Scoring Model” link.

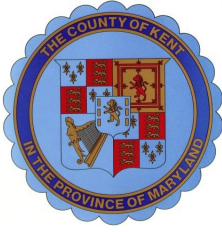
The MDOT Office of Government Affairs (OGA) will be in touch with opportunities to connect this Summer to discuss Kent County’s priorities. If you have any questions regarding these meetings, please contact Ms. Pilar Helm, MDOT OGA Director, at 410-865-1090 or phelm@mdot.maryland.gov. If you have any questions or concerns about the CTP Tour or would like to discuss the application process for Chapter 30, please contact Ms. Heather Murphy, MDOT Office of Planning and Capital Programming (OPCP) Director, at 410-865-1275 or hmurphy@mdot.state.md.us. Ms. Helm and Ms. Murphy will be happy to assist you. Of course, you may always contact me directly.

Sincerely,



Gregory Slater
Secretary

cc: The Honorable Ronald H. Fithian, Commissioner, Kent County
The Honorable Danielle Hornberger, County Executive, Cecil County
The Honorable Robert N. Jacob, Jr., Commissioner, Kent County
Ms. Shelly L. Heller, County Administrator, Kent County
William A. Mackey, AICP, Director, DPHZ
Michael Moulds, P.E., Director of Public Works, Kent County
Thomas N. Yeager, Esq., County Attorney, Kent County
Ms. Pilar Helm, Director, OGA, MDOT
Ms. Heather Murphy, Director, OPCA, MDOT



Sondra M. Blackiston, Clerk/KATE Manager
7/6/2021
County Commissioners Meeting

Item Summary:

KATE Advisory Letter, Alcoholic Beverages - Sale and Delivery for Off-Premises Consumption

ATTACHMENTS:

Description

07.01.21 General Assembly 2021 Update to Licensees

2021 Liquor Licensed Establishments

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-7435

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

BRANDON MCFAYDEN,
INSPECTOR
KENT ALCOHOL AND TOBACCO
ENFORCEMENT

July 1, 2021

Please See Attached List

Re: KATE Advisory 2021-01
Alcoholic Beverages - Sale and Delivery for Off-Premises Consumption

Dear Licensee:

Senate Bill 205/ House Bill 12

During the 2021 Legislative Session of the Maryland General Assembly, legislation passed to authorize Class B (restaurants) and Class D (bars) to sell and deliver alcoholic beverages for off-premises consumption effective July 1, 2021, to June 30, 2023. Local licensing boards who opt-in will adopt regulations to allow restaurants, bars, and taverns to temporarily continue selling alcoholic beverages for off-premises consumption (carryout and delivery) including mixed drinks or cocktails, in sealed or closed containers. The Kent County Board of License Commissioners (BOLC) elected to opt-in and adopt regulations to uphold this law.

Holders of a Class B or a Class D license – may obtain a permit from the BOLC that allows the holder to sell, if authorized under its license, mixed drinks or cocktails in a sealed or closed container for off-premises consumption or delivery if:

- The alcoholic beverage is purchased along with prepared food other than prepackaged snacks
- The individual purchasing the alcoholic beverage is at least 21 years of age and provides valid identification as proof of age
- If the sale is for delivery, provides any documentation that is required by the BOLC
- The license holder has registered and received written authorization from the BOLC to sell alcoholic beverages by way of this extended privilege
- Each alcoholic beverage sold for off-premises consumption or delivery is provided in the manufacturer's original sealed container or in a container with a closed cap, cork, seal, or lid with no holes for straws or sipping
- Sold or delivered not later than 11:00 p.m.



- The delivery of an alcoholic beverage is made from the licensed premises to the individual purchasing the alcoholic beverage by the license holder or their employee, who is at least 21 years old and certified in an alcoholic awareness program
- The alcoholic beverage cannot be delivered to another licensed premises or to an address located outside of Kent County

If you choose to exercise this extended privilege, you are required to return the attached registration form to begin the process. Class A (package stores) are also required to complete a registration form and return to the BOLC. There are no additional licensing fees linked to this extended privilege.

Licensee Compliance - Alcohol Awareness Program:

Education and training are the keystones of responsible service, sale, and consumption of alcoholic beverages. The license holder or an individual designated by the license holder shall be certified by an approved alcohol awareness program; and must be present on the licensed premises during hours of operation and delivery. This law applies to all alcoholic beverage licenses issued by the BOLC. Training for Intervention ProcedureS (TIPS) classes are offered monthly; register at www.tipsmaryland.com or call 443-995-5367. The cost per participant is \$45.00 for a four-year certification.

Lastly, The State of Emergency ends on Thursday, July 1st and marks the beginning of a 45-day administrative grace period through August 15th. The KATE Team may be in contact with you to finalize any outstanding contingencies. We encourage you to call for more information.

Sincerely,

Brandon L. McFayden

Sondra M. Blackiston

Brandon L. McFayden, Inspector
Kent Alcohol and Tobacco Enforcement
bmcfayden@kentgov.org
443-282-5785 (cell) or 410-810-2212 (office)

Sondra M. Blackiston
Clerk/KATE Manager
KATE@kentgov.org
410-810-2221

Enclosure

cc: Board of License Commissioners of Kent County
Shelley L. Heller, County Administrator
Thomas N. Yeager, County Attorney

KATE Advisory 2021-01 Enclosure
Alcoholic Beverages - Sale and Delivery for Off-Premises Consumption

STATE OF MARYLAND, ALCOHOLIC BEVERAGE DIVISION
Kent County, Local Licensing Authority

REGISTRATION FORM
REQUEST TO EXTENDED PRIVILEGES AND/OR DELIVERIES
OF ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION

TO THE KENT COUNTY BOARD OF LICENSE COMMISSIONERS, LICENSING
AUTHORITY FOR KENT COUNTY:

A request is made by the undersigned under the provisions of the Alcoholic Beverages Article:
Division I and Division II, Title 24, Kent County providing for the sale and delivery of alcoholic
beverages. This privilege applies to Class A (package stores), Class B (restaurants), and Class D
(bars) and certain restrictions apply.

DATE _____

LICENSE NO. _____

TRADE NAME _____

CORPORATE NAME _____

ADDRESS _____

PHONE NUMBER _____

EMAIL _____

_____	_____	_____
NAME (Print)	SIGNATURE	TITLE

Return the form by mail in the self-addressed envelope provided or email at
KATE@kentgov.org.

98 Cannon Riverfront Grille
Goose Pointe, LLC
98 Cannon Street
Chestertown, MD 21620

Bad Alfred's
Cassinelli Distilling, Inc.
323-327 High Street
Chestertown, MD 21620

Barbara's On the Bay
Barbara's On the Bay, Inc.
12 Ericsson Avenue
Berterton, MD 21610

Bay Wolf Restaurant
Water Based, Inc.
21270 Rock Hall Avenue
Rock Hall, MD 21661

Bayside Foods
Bayside Foods, Inc.
21309 Rock Hall Avenue
Rock Hall, MD 21661

Bluebird
512 Washington Avenue
Chestertown, MD 21620

C. Henry Price II American Legion Post
246
P.O. Box 100
Berterton, MD 21610

Café Sado
Sado, Inc.
870 High Street
Chestertown, MD 21620

Chester River Wine and Cheese Co.
Chester River Wine and Cheese
Company, Inc.
117 S. Cross Street
Chestertown, MD 21620

Chester River Yacht and Country Club
Chester River Yacht and Country Club
of Chestertown, MD., Inc.
7738 Quaker Neck Road
Chestertown, MD 21620

Chestertown Lodge No. 2474,
Benevolent & Protective Order of Elks
of The United States of America, Inc.
8631 Bell Rose Lane
Chestertown, MD 21620

Chestertown Natural Foods
Chestertown Natural Foods, LLC
303 Cannon Street
Chestertown, MD 21620

Coleman's Tavern
Coleman's Tavern, Inc.
P.O. Box 31
Rock Hall, MD 21661

Country Liquor Store
Somrush, Inc.
P.O. Box 55
Millington, MD 21651

C-Town Liquors & Deli
Chestertown Liquors, LLC
601 Washington Avenue
Chestertown, MD 21620

Double Tap Tavern
Double Tap Tavern, LLC
34214 Bradford Johnson Road
Golts, MD 21635

Figg's Ordinary
Figg's Ordinary, LLC
207 S. Cross Street
Chestertown, MD 21620

Frank M. Jarman American Legion Post
#36
P.O. Box 322
Chestertown, MD 21620

Galena Liquors
Siddhivinayak, Inc.
100 W. Cross Street
Galena, MD 21635

Galena Mini Mart
Huriom Petroleum Corp., Inc.
101 N. Main Street
Galena, MD 21635

Garfield Center For The Arts At The
Prince Theatre
Garfield Center Foundation, Inc.
P.O. Box 210
Chestertown, MD 21620

Great Oak Landing
Beverage Great Oak Landing, LLC
22170 Great Oak Landing Road
Chestertown, MD 21620

Great Oak Manor
Great Oak Manor, LLC
10568 Cliff Road
Chestertown, MD 21620

Harbor Shack Waterfront Bar & Grill
Harbor Shack, Inc.
20895 Bayside Avenue
Rock Hall, MD 21661

Haven Harbour Marina
Haven Harbour Marina, LLC
20880 Rock Hall Avenue
Rock Hall, MD 21661

Haven Harbour South
Haven Emporium, LLC
21144 Green Lane
Rock Hall, MD 21661

Haven Point Inn and Gallery
Haven Point Inn and Gallery, LLC
20748 Rock Hall Avenue
Rock Hall, MD 21661

Inn at Osprey Point
Osprey Point, Inc.
20786 Rock Hall Avenue
Rock Hall, MD 21661

J. J.'s Deli & Liquor
J.J.'s Deli & Liquor, LLC
511 Washington Avenue
Chestertown, MD 21620

Java Rock
Java Rock, LLC
21309 Sharp Street
Rock Hall, MD 21661

Jefas Mexican Grill
Food on Wheels The Jefas LLC a/k/a
Tacos on Wheels, LLC
100 W. Cross Street
Galena, MD 21635

The Kitchen at the Imperial
The Kitchen at the Imperial, LLC
208 High Street
Chestertown, MD 21620

LTO
Bees Knees Snack and Drinks, LLC
337-341 High Street
Chestertown, MD 21620

Marzella's By the Bay
Marzella's By the Bay, LLC
3 Howell Point Road
Bertterton, MD 21610

North Point Marina
North Point Marina, Inc.
P.O. Box 298
Rock Hall, MD 21661

Rock Hall Liquors
Pickering Associates, Inc.
P.O. Box 246
Rock Hall, MD 21661

Sgt. Preston Ashley American Legion
Post #228
P.O. Box 207
Rock Hall, MD 21661

Sunny's Mart
Anu Sharma, LLC
176 Flatland Road
Chestertown, MD 21620

Tolchester Marina
Tolchester Marina, Inc.
21085 Tolchester Beach Road
Chestertown, MD 21620

Washington College
Washington College, Inc.
300 Washington Avenue
Chestertown, MD 21620

K-B Market and Kitchen School
Bake, Inc.
11986 Augustine Herman Highway
Kennedyville, MD 21645

Kitty Knight
Kitty Knight, LLC
14028 Augustine Herman Highway
Georgetown, MD 21930

Luisa's Cucina Italiana
Luisa's Café, Inc.
849 Washington Avenue
Chestertown, MD 21620

Molly Mason's
Molly Mason's, LLC
12503C Augustine Herman Highway
Kennedyville, MD 21645

Pip's Discount Liquors
Pip's Bar & Discount Liquors, Inc.
2 Washington Square
Chestertown, MD 21620

Rock Hall Yacht Club
Rock Hall Yacht Club, Inc.
P.O. Box 317
Rock Hall, MD 21661

Shore Stop of Rock Hall #221
GPM Investments, LLC
ATTN: Dawn Sterling
418-D Coles Circle
Salisbury, MD 21801

Super Soda
Maple RS, LLC
302 Maple Avenue
Chestertown, MD 21620

Two Tree Restaurant
401 Cypress, LLC
P.O. Box 390
Millington, MD 21651

Waterman's Crab House
Weldon, Inc.
P.O. Box 219
Rock Hall, MD 21661

Kent Memorial VFW Post #652
P.O. Box 420
Millington, MD 21651

Lewes Dairy Market
Gulshan, Inc.
840 High Street
Chestertown, MD 21620

The Mainstay
Mainstay, Inc.
P.O. Box 238
Rock Hall, MD 21661

Molly's Mart
Molly's Holding, LLC
12503A Augustine Herman Highway
Kennedyville, MD 21645

Procolino's Pizza & Italian Family
Restaurant
Scotto, Inc.
711 Washington Avenue #9
Chestertown, MD 21620

Sassy River Market II
Suran Group, LLC
120 East Cross Street
Galena, MD 21635

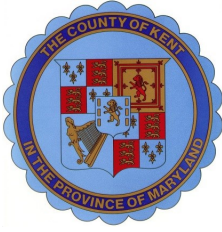
Suds-N-Soda
Neel, Inc.
1014 Washington Avenue
Chestertown, MD 21620

Tale Gate Market
BKRS, LLC
P.O. Box 124
Millington, MD 21651

Uncle Charlie's Bistro
Uncle Charlie's Bistro, LLC
834 B High Street
Chestertown, MD 21620

Worton Creek Marina
Worton Creek Marina, LLC
23145 Buck Neck Road
Chestertown, MD 21620

Zelda Speakeasy
Babylon Revisited, LLC
108 S. Cross Street
Chestertown, MD 21620



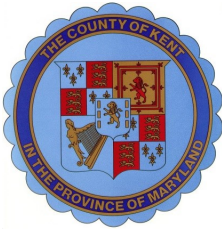
Kent County Department of Social Services Advisory Board
7/6/2021
County Commissioners Meeting

Item Summary:

Appointment Letters

ATTACHMENTS:

Description



Procedures for Public Comment 7/6/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

07.06.21 Public Comment Sign In Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

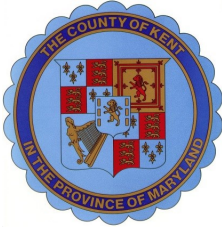
It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- 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, 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.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

**PUBLIC COMMENTS
SIGN IN SHEET
July 6, 2021**

NAME (please print)	ADDRESS	Topic



Contingency and Use of Fund Balance Report 7/6/2021 County Commissioners Meeting

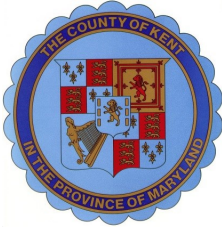
ATTACHMENTS:

Description

6-22-2021 Commissioner Report Contingency

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
June 22, 2021**

CONTINGENCY			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
9/29/20	Capital Projects	\$ 17,750	Quaker Neck Public Landing Pier and Mooring
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill
11/17/20	Detention Center	4,000	Control Panel System
12/8/20	Capital Projects	65,900	Turner's Creek Bulkhead & Boat Ramp Replacement
1/26/21	Water/Wastewater Services	85,000	Repairs & Maintenance Services Worton Lagoon
3/2/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)
4/13/21	Information Technology	8,100	Network security testing software
4/13/21	Capital Projects	21,183	Turners Creek Bulkhead-Change Order No. 2
4/13/21	State's Attorney Office	13,000	Part-time aid
4/20/21	Capital Projects	3,910	Turners Creek Bulkhead-Additional Engineering Services-unforeseen site conditions
5/4/21	WWS	13,125	Worton Portalogic System
5/4/21	WWS	7,000	Worton Tower Security Fencing
5/4/21	WWS	2,000	Plan Cabinets
5/4/21	Environmental Operations	15,031	Compact Utility Tractor
5/11/21	Buildings/Grounds-Court House	60,200	HVAC split system-Court House
TOTAL		<u>\$ 407,093</u>	
BEGINNING CONTINGENCY BUDGET		\$ 800,000	
ENDING CONTINGENCY BALANCE		<u>\$ 392,907</u>	
USE OF FUND BALANCE			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
09/08/2020	Alcoholic Beverage Inspector	\$ 11,732	Full-time equivalent hours increased from .50 to .70
09/29/2020	The Health Department	\$ 59,611	COLA Increase from prior years
12/08/2020	Commissioner's Office	\$ 1,380	Maintenance on Hearing Room audio/visual equip
TOTAL		<u>\$ 72,723</u>	
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
7/6/2021
County Commissioners Meeting

Item Summary:

Senior Staff Employment Contract Renewals

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