

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

June 29, 2021

10:00 AM 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 230 358 030#

Public Notices

Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission

Adoption Notice

County Offices Closed, July 5, 2021

Consent Items

#1 - Regular Session Minutes, June 22, 2021

#2 - Liquor Minutes, June 22, 2021

#3 - Closed Session Minutes June 22, 2021

#4 - Shrewsbury Parish, Raffle Only, October 2, 2021

Special Class C Licenses

The Arc of Central Chesapeake Region, Beer and Wine, July 3, 2021

The Arc of Central Chesapeake Region, Beer and Wine, July 17, 2021

The Arc of Central Chesapeake Region, Beer and Wine, August 14-15, 2021

The Arc of Central Chesapeake Region, Beer and Wine, October 9, 2021

Appointments

Lani Seikaly, President, Kent Attainable Housing, Inc.

Progress Report and Update

Phil Cicconi, Barbara Fancher, Carolyn Sorge, and Mary Etta Reedy, Commission on Aging

Senior Needs Assessment 2021

Departmental Appointments

Wayne Darrell, Director, Emergency Services

AT&T Next Generation 911 Special Construction Contracts

Bill Mackey, Director, Planning, Housing, and Zoning

Maryland Environmental Service (MES) Intergovernmental Agreement Amendment

Bill Mackey, Director, Planning, Housing, and Zoning

Agreement for Emergency Rental Assistance Program (ERAP)

County Administrator

Kent County Department of Social Services Advisory Board

Kent County Department of Social Services Advisory Board Appointments

County Administrator Report

Patricia Merritt, Chief Finance Officer, Office of Finance

Kent County Public Library Transfer of Funds Schedule

Letters for Signature

Public Landings and Facilities Board

Appointment Letter

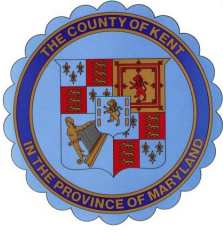
Building is Open for In-Person Attendance: Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 230 358 030#

Procedures for Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

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



**Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission
6/29/2021
County Commissioners Meeting**

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission Adoption Notice

Code Home Rule Bill No. 8-2021 Agricultural Advisory Commission ADOPTED Legislation AMENDED
BY INTERLINEATION

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

May 4, 2021
Legislative Session Day

Legislative Session Day
May 4, 2021

CODE HOME RULE **BILL NO. 8-2021**

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 appointment requirements, revise the process for filling vacancies, clarify the functions of the Commission and its required reporting, and identify procedures related to recusal, quorum, and the efficacy of voting in different scenarios.

This legislation was adopted on June 15, 2021, with amendments; and the provisions of this Act shall take effect on July 30, 2021.

This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m. and on the County's website at www.kentcounty.com.

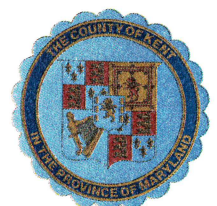
By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND



Sondra M. Blackiston
Clerk

PUBLISH: KCN 06/24/21, 07/01/21, 07/08/21



THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

May 4, 2021
Legislative Session Day

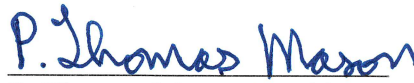
Legislative Session Day
May 4, 2021

CODE HOME RULE
BILL NO. 8-2021

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

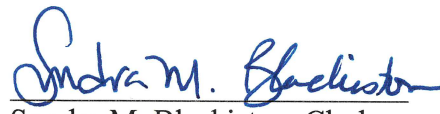
AN ACT to amend Chapter 172, Agriculture Advisory Commission, of the Code of Public Laws of Kent County, Maryland, by amending the text to change the appointment requirements, revise the process for filling vacancies, clarify the functions of the Commission and its required reporting, and identify procedures related to recusal, quorum, and the efficacy of voting in different scenarios.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


P. Thomas Mason, President

INTRODUCED, read first time, May 4, 2021, ordered posted and public hearing scheduled May 18, 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 May 18, 2021. Reported favorably [with] ~~[without]~~ amendments; read a second time and ordered to be considered on June 1, 2021, a legislative session day.

BILL NO. 8-2021

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

A BILL ENTITLED CHR 8-2021 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-member commission which shall be known as the "Kent County Agriculture Advisory Commission" and which shall ~~MAY~~ consist of ~~a~~ **representatives** from ~~each election district~~ **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 ~~actively~~ engaged in an agriculture pursuit **IN A BUSINESS THAT SUPPORTS FARMS, FARMING, OR THE AGRICULTURAL SECTOR IN GENERAL, AT THE DISCRETION OF THE BOARD.** The Commission may be selected from a list containing at least two (2) names of persons living in each election district prepared by the existing Kent County Agriculture Advisory Committee.

B. If any vacancy occurs for any cause during the term of any Commission member, the Board of County Commissioners, with regard to those persons in agriculture, may fill the vacancy ~~from a list of at least two (2) names supplied by the Commission from the election district where the former Commission member lived.~~ The Board of County Commissioners shall have full power to remove any member of the Commission for incompetency or for improper conduct or for an inexcusable nonattendance of meetings, by satisfactory evidence being presented to it of such condition. The term of each member shall be three (3) years or until ~~his~~ **A** successor takes office; ~~except the respective terms of the members just appointed shall be on a staggered basis, with some members being appointed for one (1) year, some two (2) years and some three (3) years, AS~~ **NEEDED FOR STAGGERING.** ~~No member shall serve more than two (2) consecutive terms.~~

C. FOR THE PURPOSES OF THIS CHAPTER 172, "ENGAGED" SHALL MEAN PURSUING THE PRODUCTION OF AGRICULTURAL PRODUCTS FOR PROFIT INCLUDING BUT NOT LIMITED TO THOSE WHO ARE LESSORS OR LESSEES OF LAND WHICH IS IN AGRICULTURAL PRODUCTION.

§ 172-2 Chairman; records to be kept.

A. The Commission shall elect a Chairman from one (1) of its members and create and fill such other offices as it may determine. The term of the chairman shall be one (1) year with eligibility for reelection.

B. The Commission shall ~~hold a minimum of nine (9) meetings per year;~~ shall adopt rules for the transaction of business and shall keep records of its resolutions, transactions, findings, and determinations. Each record shall be a public record. The Board of County Commissioners shall determine from year to year what, if any, expenses and/or salaries shall be paid the Commission members, and what, if any, budget shall be set.

§ 172-3 Function of Commission.

A. It shall be the function of the Commission to provide advice to the Planning Commission of Kent County and to the Board of County Commissioners concerning any proposals and zoning changes coming before them affecting agriculture in Kent County. In this regard, the Planning ~~Administrator~~ **DEPARTMENT** shall notify the Commission of all such proposals, plans and changes, except those applications for permitted uses, within **APPROXIMATELY** fifteen (15) days of receipt of **REQUESTS AND** applicationS ~~for such proposals, plans and changes; and t.~~ The Commission shall render its advice in writing to the appropriate body within ~~thirty (30) days of notification~~ **A REASONABLE TIMEFRAME.**

B. Additionally, the Commission shall recommend proposed changes or programs for improving the Comprehensive Plan, the Zoning Ordinance for Kent County, the Subdivision Ordinance for Kent County, zoning district changes and any other changes and programs which will improve and promote agriculture in Kent County. All such recommendations shall be made in writing to the Planning Commission and the Board of County Commissioners.

§ 172-4 Report; review of Commission.

The Commission shall ~~annually~~ prepare, adopt, and file a report with the Board of County Commissioners **WHEN REQUESTED.** The ~~annual~~ report shall be available for public inspection. The Commission shall be subject to review by the Board of County Commissioners and the decisions of the Commission shall be subject to review by the Board of County Commissioners, which shall be the final authority.

§ 172-5 Quorum.

A majority of all the members appointed to the Commission shall constitute a quorum at any regular or special meeting of the Commission. **IF ANY MEMBERS RECUSE THEMSELVES FOR SPECIFIC ITEMS AND/OR VOTES, THE REMAINING MEMBERS SHALL BE CONSIDERED A VALID QUORUM FOR THE PURPOSES OF CONDUCTING BUSINESS ON SAID ITEMS AND/OR VOTES. IN THE EVENT THAT ONLY ONE MEMBER IS AVAILABLE TO VOTE ON AN ITEM, THIS CAN BE CONSIDERED A VALID VOTE BY THE COMMISSION, AS LONG AS A QUORUM OF MEMBERS ARE PRESENT AT THE MEETING. THE COMMISSION SHALL ONLY MEET AS NEEDED.**

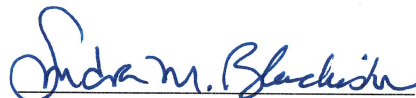
BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 30th day of July 2021 _____

Read Third Time June 15, 2021 _____

PASSED this 15th day of June 2021 _____

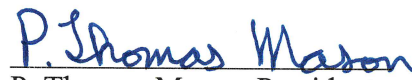
Failed of Passage _____

By order of:

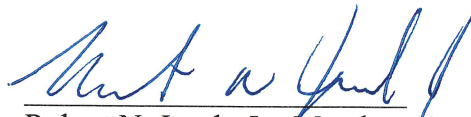

Sondra M. Blackiston, Clerk



THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

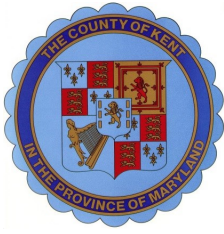

P. Thomas Mason, President


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. 8-2021, as amended by interlineation, indicated by ~~double strike through~~ and **UNDERLINING, CAPITALS AND BOLD** to indicate further amendment to the BILL; 4 of 4
CAPITALS AND BOLD alone indicate matter added to the existing law, as introduced;
~~Single strike through~~ indicates all matter deleted from existing law in the introduced BILL.



County Offices Closed, July 5, 2021
6/29/2021
County Commissioners Meeting

ATTACHMENTS:

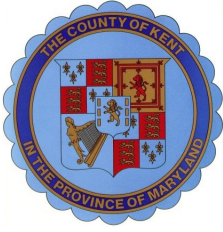
Description

July 4th Notice 2021

PUBLIC NOTICE

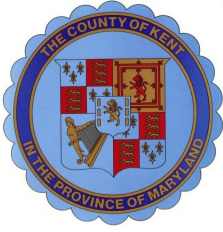
All County Offices will be **CLOSED** on **Monday, July 5, 2021**, in observance of Independence Day.

PUBLISH: KCN – 7/1/21



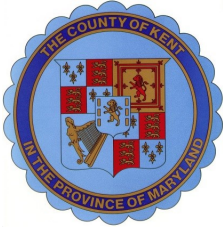
**#1 - Regular Session Minutes, June 22, 2021
6/29/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



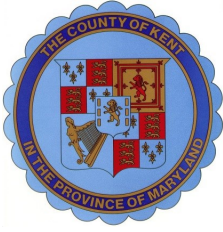
**#2 - Liquor Minutes, June 22, 2021
6/29/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Closed Session Minutes June 22, 2021
6/29/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**#4 - Shrewsbury Parish, Raffle Only, October 2, 2021
6/29/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

8-2021 Shrewsbury Parish, Raffle Only, October 2, 2021, Application

8-2021 Shrewsbury Parish, Raffle Only, October 2, 2021

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: <u>Shrewsbury Parish</u>	
Address of Organization: <u>P.O. Box 187, Kennedyville, Md 21645</u>	
Telephone: (<u>410</u>) <u>348-5944</u>	
Is the organization formed or located in Kent County?	<u>Yes</u>
No	
Does the organization serve the residents of Kent County?	<u>Yes</u> No
Raffle will benefit the <u>Kennedyville Volunteer Fire Department</u>	
Is this organization tax exempt under the provisions of the Internal Revenue Code?	<u>Yes</u> No
Tax Exempt Number: <u>29033363</u>	

Person responsible for complying with permit regulations and requirements:

Name: Reverend Henry Sabetti, Rector

Address: P.O. Box 187, Kennedyville Md 21645

E-Mail: henry.sabetti@verizon.net

Telephone: (410) 348-5944

Type of permit sought: ☒ Raffle Only ☐ Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Shrewsbury Parish Hall

12824 Shrewsbury Church Rd

Kennedyville, Md 21645

Are these premises owned, leased, or regularly occupied by the organization named above? Yes NoDate(s) of fund-raising: October 2, 2021

Date and Time of Drawing: October 2, 2021 Begin at: 3:00 P.M. End

at: 6:30 P.M.

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: Henry M. Sabetti

Reverend Henry Sabetti, Rector

Please Select One:

☐ Pick Up☒ Mail Permit (will be mailed to person responsible)

The County Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
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Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600

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

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT

PERMIT NO 8-2021

Name of Organization: SHREWSBURY PARISH
12824 Shrewsbury Church Road
Kennedyville, MD 21645

Responsible Person: Reverend Henry Sabetti, Recot
P.O. Box 187
Kennedyville, MD 21645

Approved by the Board of County Commissioners: June 29, 2021
Activity Permitted:

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

Location of Activity: Shrewsbury Parish Hall
Date & Time of Activity: October 2, 2021, 6:30 p.m.

COMMENTS/CONDITIONS:

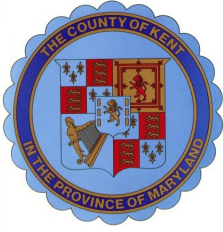
***Within thirty (30) days after the permitted activity, the organization must submit a "Net Profit Statement" (copy attached) to the County Commissioners' Office.**


Authorized Signature

County Administrator
Title

June 29, 2021
Date





**The Arc of Central Chesapeake Region, Beer and Wine, July 3, 2021
6/29/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4718 The Arc of Central Chesapeake Region, Application

4718

Alcoholic Beverages Law
APPLICATION FOR A SPECIAL CLASS "C" LICENSE

Application is made by the undersigned under the provisions of Article 2B, as amended, title "Alcoholic Beverages", for a Special Class C License.

(Check One): Beer () Beer and Wine (X) Beer, Wine and Liquor ().

We submit and certify to the following information and statements as required by said Article 2B.

1. The club, society or association on behalf of which the license is desired:

ARC of Central Chesapeake Region

Address 1332 Donald Avenue, Severn, Maryland, 21144

Type of Function

Beer & Wine Tasting in conjunction with July 3 Independence Celebration

Location of Function Fresh Start - Food & Garden 21318 Sharp St. Rock Hall, MD 21661

2. This function is operated exclusively for a bona fide religious, fraternal, civic, veteran's hospital, or charitable club, society, association, or organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? NO

Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

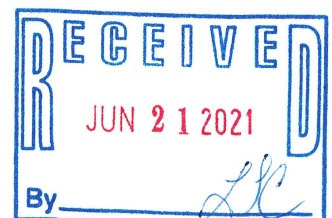
7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) July 3, 2021.
Begin at: 9 AM End at: 4 PM and the applicant tenders herewith the sum of (\$ 15 Per Day) (\$ 15) in payment for the license.

Please Select One:

(X) Pick Up

() Mail Permit (will be mailed to above address)



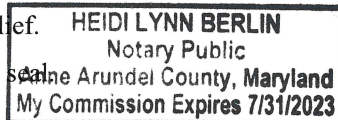
9. Applicants

(1) Richard Carter 5914 Rock Hall Road Rock Hall, MD 21661
Name Residence
2 years Chairman 443-370-7926
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the June day of 10th, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Heidi Berlin the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



HB

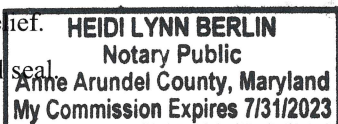
(SEAL)

(2) Catherine Comer 833 Concordo Circle #5213 Linthicum MD 21090
Name Residence
N/A Director of Development + Communications 410-384-4072
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the June day of 10th, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Heidi Berlin the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



HB

(SEAL)

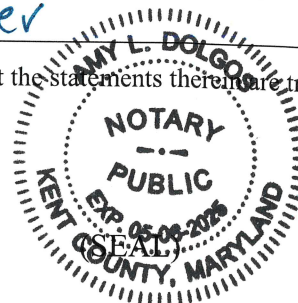
(3) Jason C. Maristich-Miller 10679 Watonga Road, Chestertown, MD 21620
Name Residence
4 410-490-2550
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17th day of June, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Jason C. Maristich-Miller the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

A. Dolgo



STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAW OF MARYLAND

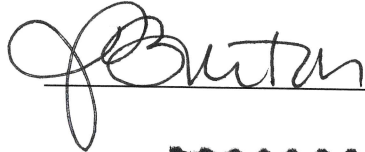
(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Law of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

 (Signature)
Richard Seewald (Print Name)

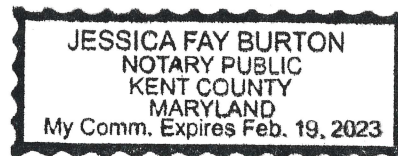
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, That on the 11th day of JUNE, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared Richard Seewald
_____ and acknowledged the execution of the a foregoing
statement to be true act.

WITNESS my hand and official seal.



(SEAL)



The County Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
FACSIMILE 410-778-7482
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HERMAN
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" LICENSE AFFIDAVIT

In applying for this Special Class "C" License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Section 7-101 of Article 2B of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to purchase or to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
(Except on Saturday when it must stop at 1:00 a.m. on Sunday).
3. No intoxicated person may be served any alcoholic beverage.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by at least one Kent County resident.
7. License must be prominently displayed at the location where alcohol is being dispensed.

Failure to comply with the laws of the State of Maryland may make the responsible person subject to a fine.

The issuance of this license is to be for a bona fide religious, fraternal, civic, veterans, hospital, or charitable club, society, association or organization. This license is for the use of your organization only any may not be transferred or reassigned.

The cost of a one day license is: **Beer \$5.00, Beer & Wine \$15.00, and Beer, Wine, & Liquor \$25.00.** Please submit your check made out to **The County Commissioners of Kent County**, along with the completed application.

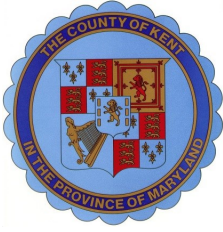
Name of organization, club, etc. ARC of Central Chesapeake Region

Address 1332 Donald Ave. Severn MD 21144

Name Catherine Comer Phone # 410 384 4072
(Please Print)

Cathy Comer Date June 10 21
(Signature)





**The Arc of Central Chesapeake Region, Beer and Wine, July 17, 2021
6/29/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4719 The Arc of Central Chesapeake Region, Application

4719

Alcoholic Beverages Law
APPLICATION FOR A SPECIAL CLASS "C" LICENSE

Application is made by the undersigned under the provisions of Article 2B, as amended, title "Alcoholic Beverages", for a Special Class C License.

(Check One): Beer () Beer and Wine (x) Beer, Wine and Liquor ()

We submit and certify to the following information and statements as required by said Article 2B.

1. The club, society or association on behalf of which the license is desired:

ARC of Central Chesapeake Region

Address 1322 Donald Avenue, Severn, MD 21144

Type of Function

Beer & Wine Tasting, Cornhole Tournament and Food Trucks

Location of Function

Rock Hall Landing Marina 5657 Hawthorne St. Rock Hall, MD 21151

2. This function is operated exclusively for a bona fide religious, fraternal, civic, veteran's hospital, or charitable club, society, association, or organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? NO

Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) July 17, 2021
Begin at: 3:00 PM End at: 7:00 PM and the applicant tenders herewith the sum of (\$ 15 Per Day) (\$ 15) in payment for the license.

Please Select One:

(x) Pick Up

() Mail Permit (will be mailed to above address)



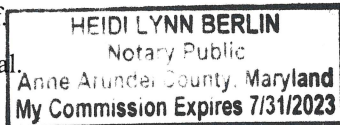
9. Applicants

(1) Richard Carter 5914 Rock Hall Road, Rock Hall, MD 21661
Name Residence
2 Years Chairman 443-370-7926
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the June day of 10th, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Heidi Berlin the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



HB

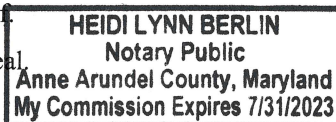
(SEAL)

(2) Catherine Comer 833 Concorde Circle #5213 Linthicum MD 21090
Name Residence
N/A 410 384 4072
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)
Director of Dev. + Communications Catherine Comer

STATE OF MARYLAND

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WITNESS my hand and official seal.



HB

(SEAL)

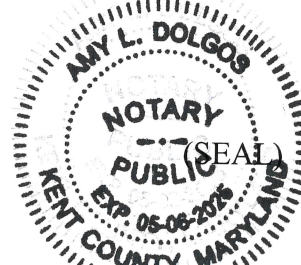
(3) Jason C Maristich-Miller 10679 Watonga Road, Chestertown, MD 21620
Name Residence
4 years 410-490-2550
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17th day of June, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Jason C. Maristich-Miller the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

aldolges



STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAW OF MARYLAND

(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Law of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

Chris Bower (Signature)

CHRIS BOWER (Print Name)

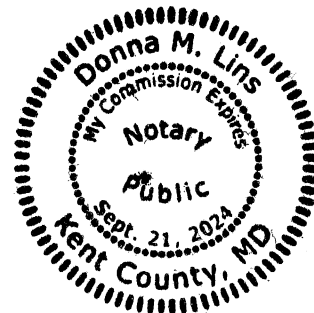
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, That on the 11 day of June, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared Chris Bower
_____ and acknowledged the execution of the a foregoing
statement to be true act.

WITNESS my hand and official seal.

Donna M. Lins

(SEAL)



The County Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
400 High Street
Chestertown, Maryland 21620
TELEPHONE 410-778-4600
FACSIMILE 410-778-7482
E-MAIL kentcounty@kentgov.org
www.kentcounty.com

SHELLEY L. HERMAN
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" LICENSE AFFIDAVIT

In applying for this Special Class "C" License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Section 7-101 of Article 2B of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to purchase or to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
(Except on Saturday when it must stop at 1:00 a.m. on Sunday).
3. No intoxicated person may be served any alcoholic beverage.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by at least one Kent County resident.
7. License must be prominently displayed at the location where alcohol is being dispensed.

Failure to comply with the laws of the State of Maryland may make the responsible person subject to a fine.

The issuance of this license is to be for a bona fide religious, fraternal, civic, veterans, hospital, or charitable club, society, association or organization. This license is for the use of your organization only any may not be transferred or reassigned.

The cost of a one day license is: **Beer \$5.00, Beer & Wine \$15.00, and Beer, Wine, & Liquor \$25.00.** Please submit your check made out to **The County Commissioners of Kent County**, along with the completed application.

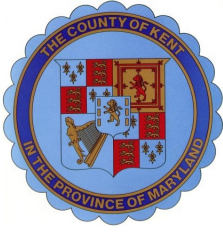
Name of organization, club, etc. ABC of Central Chesapeake Region

Address 1332 Donald Ave Severn, MD 21144

Name Catherine Comer Phone # 410 384 4072
(Please Print)

Catherine Comer Date 6/10/21
(Signature)





**The Arc of Central Chesapeake Region, Beer and Wine, August 14-15,
2021
6/29/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4720 The Arc of Central Chesapeake Region, Application

4720

Alcoholic Beverages Law
APPLICATION FOR A SPECIAL CLASS "C" LICENSE

Application is made by the undersigned under the provisions of Article 2B, as amended, title "Alcoholic Beverages", for a Special Class C License.

(Check One): Beer () Beer and Wine (X) Beer, Wine and Liquor ().

We submit and certify to the following information and statements as required by said Article 2B.

1. The club, society or association on behalf of which the license is desired:

ARC of Central Chesapeake Region

Address 1332 Donald Avenue, Severn, MD 21144

Type of Function

Beer and Wine Tastings in conjunction with Pimms & Wenchos Festival

Location of Function Fresh Start - Food & Garden 21318 Sharp St. Rock Hall, MD 21661

2. This function is operated exclusively for a bona fide religious, fraternal, civic, veteran's hospital, or charitable club, society, association, or organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? No

Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) August 14-15
Begin at: 11 AM End at: 6 PM and the applicant tenders herewith the sum of (\$ 15 Per Day) (\$ 30) in payment for the license.

Please Select One:

(X) Pick Up

() Mail Permit (will be mailed to above address)



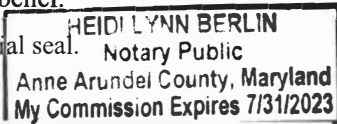
9. Applicants

① Richard Carter 5914 Rock Hill Road Rock Hall, MD 21661
Name Residence
2 Years Chairman 443-370-7926
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the June day of 10th, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Heidi Berlin the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



HB

(SEAL)

② Catherine Comer 833 Concorde Cir #5213 Linthicum, MD 21090
Name Residence
N/A Director of Development & Communications 410 384 4072
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

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WITNESS my hand and official seal.



HB

(SEAL)

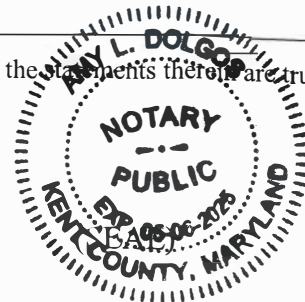
③ Jason C Maristich-Miller 10679 Watonga Road, Chestertown, MD 21620
Name Residence
4 410-490-2550
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17th day of June, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Jason C. Maristich-Miller the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

Aldolgox



STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAW OF MARYLAND

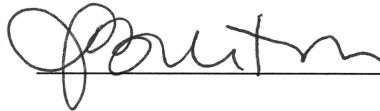
(I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) of the property named in the a foregoing application made to the aforesaid licensing authority for said county under the Alcoholic Beverages Law of Maryland and assent to the granting of the license applied for, and hereby authorize the State Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) of said county, its duly authorized agents and employees, and any peace officer of such county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the building in which said business is to be conducted, at any and all hours.

 (Signature)
Richard Seewald (Print Name)

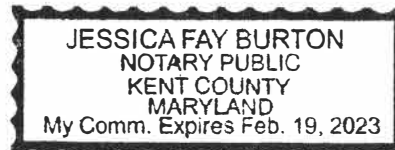
STATE OF MARYLAND, County of Kent:

THIS CERTIFIES, That on the 11th day of JUNE, 2021,
before the subscriber, a Notary of the State of Maryland, personally appeared Richard Seewald
_____ and acknowledged the execution of the a foregoing
statement to be true act.

WITNESS my hand and official seal.



(SEAL)



The County Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
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COUNTY ADMINISTRATOR

THOMAS N. YEAGER
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1. All persons must be 21 years of age or older to purchase or to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
(Except on Saturday when it must stop at 1:00 a.m. on Sunday).
3. No intoxicated person may be served any alcoholic beverage.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by at least one Kent County resident.
7. License must be prominently displayed at the location where alcohol is being dispensed.

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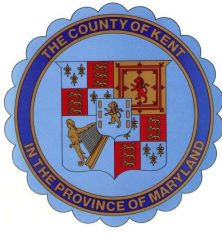
Name of organization, club, etc. ARC of Central Chesapeake Region

Address 1332 Donald Ave Severn, MD 21144

Name Catherine Comer Phone # 410 384 4072
(Please Print)

Catherine Comer Date 6/10/21
(Signature)





**The Arc of Central Chesapeake Region, Beer and Wine, October 9, 2021
6/29/2021
County Commissioners Meeting**

ATTACHMENTS:

Description

4721 The Arc of Central Chesapeake Region, Application

4721

Alcoholic Beverages Law
APPLICATION FOR A SPECIAL CLASS "C" LICENSE

Application is made by the undersigned under the provisions of Article 2B, as amended, title "Alcoholic Beverages", for a Special Class C License.

(Check One): Beer () Beer and Wine (x) Beer, Wine and Liquor ()

We submit and certify to the following information and statements as required by said Article 2B.

1. The club, society or association on behalf of which the license is desired:

ARC of Central Chesapeake Region

Address 1332 Donald Avenue, Severn, MD 21144

Type of Function

Beer & Wine Tasting in conjunction with Fall Fest

Location of Function Fresh Start Food & Garden 21318 Sharp Street, Rock Hall, MD 21661

2. This function is operated exclusively for a bona fide religious, fraternal, civic, veteran's hospital, or charitable club, society, association, or organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? NO

Yes or No

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) October 9, 2021
Begin at: 10 AM End at: 6 PM and the applicant tenders herewith the sum of (\$ 15 Per Day) (\$ 15) in payment for the license.

Please Select One:

(x) Pick Up

() Mail Permit (will be mailed to above address)



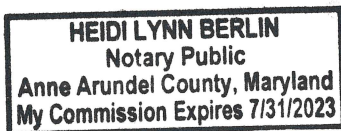
9. Applicants

(1) Richard Carter 5914 Rock Hall Road Rock Hall, MD 21661
Name Residence
2 Years Chairman 443-370-7926
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the June day of 10th, 2021, before the subscriber, a Notary of the State of Maryland, personally appeared Heidi Berlin the applicant(s) named in the a foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.



HB

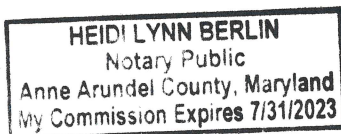
(SEAL)

(2) Catherine Comer 833 Concorde Circle #5213 Linthicum MD 21090
Name Residence
N/A Director of Development & Communications 410-384-4072
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

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HB

(SEAL)

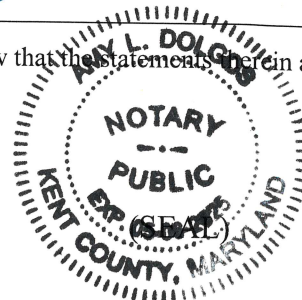
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aldolger



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 (Signature)
Richard Seewald (Print Name)

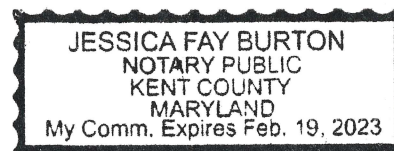
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statement to be true act.

WITNESS my hand and official seal.



(SEAL)



The County Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

R. Clayton Mitchell, Jr.
Kent County Government Center
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SHELLEY L. HERMAN
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" LICENSE AFFIDAVIT

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4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
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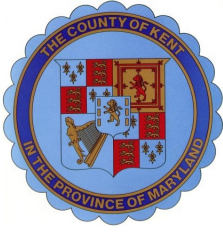
Name of organization, club, etc. ARC of Central Chesapeake Region

Address 1332 Donald Ave., Severn, Maryland, 21144

Name Catherine Comer Phone # 410 384 4072
(Please Print)

Catherine Comer Date 6/19/21
(Signature)





Lani Seikaly, President, Kent Attainable Housing, Inc.
6/29/2021
County Commissioners Meeting

Item Summary:

Progress Report and Update

ATTACHMENTS:

Description

06.29.21 Kent Attainable Housing, Inc., Powerpoint Presentation



KENT ATTAINABLE
HOUSING, INC.

Building Foundations for Families: *It Takes A Community*

Presentation for Kent County Commissioners
by Darius Johnson Executive Director of Kent Attainable Housing



First, Thank You!



Our Mission



To break the cycle of poverty by building or renovating affordable houses and partnering with low income, working families to prepare for and buy a home.



Our Vision



To help 40 families achieve homeownership across the next decade where they have better access to education, healthcare, jobs and recreations.



Who We Are

We are the **only affordable housing developer** in Kent County helping low-income working families: **qualify for and maintain homeownership** (financial literacy and homeownership counseling), **get into a home** (land acquisition and construction) and **build wealth** (land subsidy and shared equity).



Darius Johnson
Executive Director



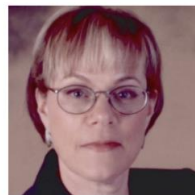
Lani Seikaly
PRESIDENT



Ed Minch
VICE PRESIDENT



Jonathan Chace
SECRETARY



Kathy Appel
TREASURER



Dora Best
DIRECTOR



David Biehler
DIRECTOR



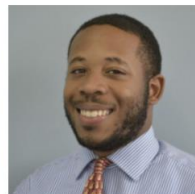
Carolyn Brooks
DIRECTOR



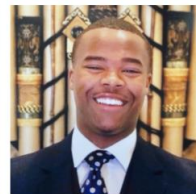
Terwana Brown
DIRECTOR



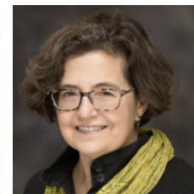
Ronnie Edelman
DIRECTOR



Nivek Johnson
DIRECTOR



Xavier Jones
Director



Pam Ortiz
DIRECTOR



**KENT ATTAINABLE
HOUSING, INC.**

The Community We Serve

Kent County

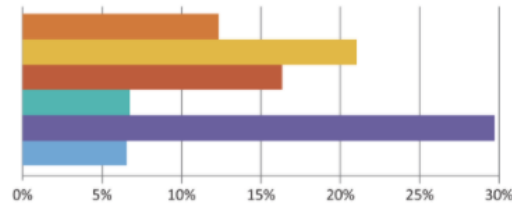
POPULATION OF KENT COUNTY:

19,593

NUMBER OF PEOPLE IN KENT COUNTY
LIVING IN POVERTY IN 2018:

2,210

POVERTY RATES IN KENT COUNTY



- Overall Poverty
- Children
- Black or African American
- Seniors
- Hispanic or Latino
- Female Headed Households

1

INDIVIDUALS LIVING IN DEEP POVERTY

53.2% of people in Kent County who lived in poverty have incomes below 50% of the poverty line - \$6,070 for an individual – in 2018. *Census Bureau, American Community Survey 5-Year Estimates 2014-2018*

Breaking The Cycle of Poverty



- 600 children in KC are impacted by poverty.
(Generational Impact)
- Conditions of impoverished households:
 - Overcrowded
 - Expensive Rent
 - Disrepair/Plumbing/Electrical Issues
 - Infestation/Mold
- Providing home ownership with an affordable mortgage is a major strategy to break the cycle of local poverty.

Source: United Way of Kent County ALICE Report



Our Game Plan for Our Community

1. **Empower applicants** through required classes and trainings in financial literacy and homeownership.
2. **Build and/or renovate homes** with river-friendly landscaping on purchased or donated land.
3. **Partner with (low-to-moderate income) working families** to prepare for and purchase a home by serving as a liaison between applicants and lender, realtor and legal affiliates.
4. **Engage community volunteers and partners** to coach and support applicants and make homeownership attainable.
5. **Create opportunities for equity** through the Kent Attainable Housing Equity Fund which provides subsidies for home purchases.



Bonus: We create revenue for the Kent County government. For every house we build, the county can expect increased tax revenues. Tax revenue on 204 College Avenue tripled after improvements for the first family.

It Takes A Community (Our Partners)



- BB&T with Amanda Wallace
- Chestertown Builders, Alden Yetman
- Energy Services Group
- Green Guru, Energy Star testing
- Greg Smith with Smith Law Firm
- Home Builders Care Foundation
- KC Local Management Board
- KC Rebuilding Together
- Kent County and Cecil County Housing Offices
- Michael Scott Surveying
- Mid-Shore Community Foundation
- PNC with Denise Dotson
- Rasin, Wootton & Hurd Law Office
- Rosin Creek Collaborative, Jay Yerkes
- Rotary Club of Kent County
- SCORE with Bill Noll and Zane Carter
- ShoreRivers
- Unitarian Universalist Chester River
- United Way KC
- Women In Need (WIN)

We rely on the time, treasure and talent of our community partners to advance our mission!

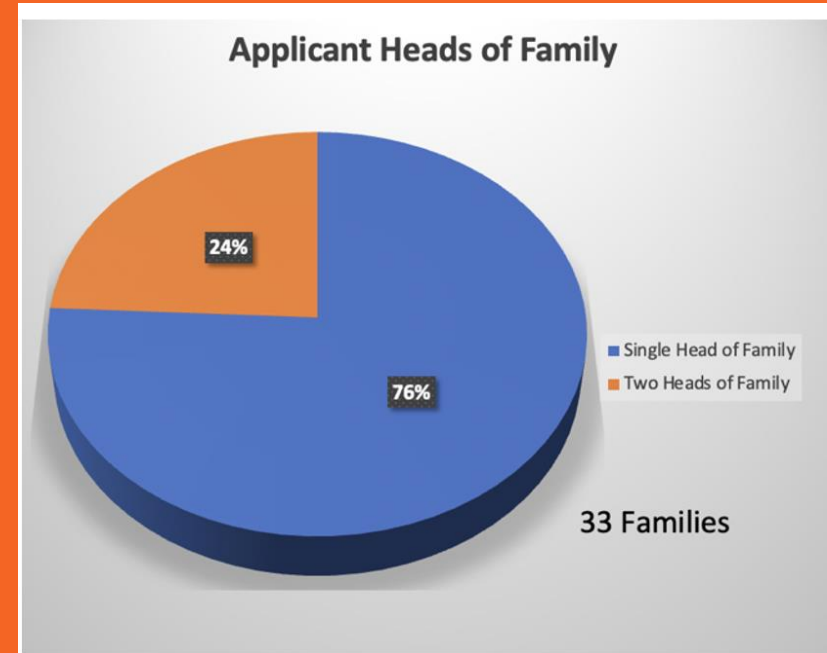
As of Now, Resources We Leverage (Capital & Non-Capital)



1. HUD resource counselors
2. USDA Loans
3. Private philanthropy
4. Foundations
5. Maryland Department of Housing and Community Development Programs
6. USDA Rural (via our lender partners)
7. MD Low-Income Housing Tax Credit (applying now)
8. HUD FHA Loans

A Call for Help

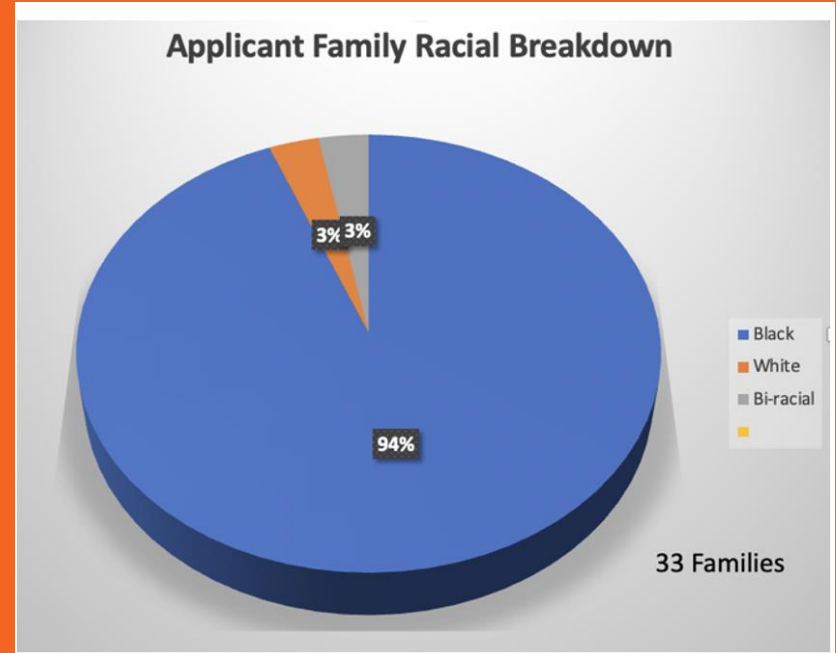
We currently have **44 APPLICANTS**
who make up **36 FAMILIES** with
70+ CHILDREN.



A Call for Help

Over $\frac{3}{4}$ of KAH applicants are **SINGLE MOTHERS** living (renting) and/or working in Kent County.

All have a desire for a better future.



The Racial Wealth Gap

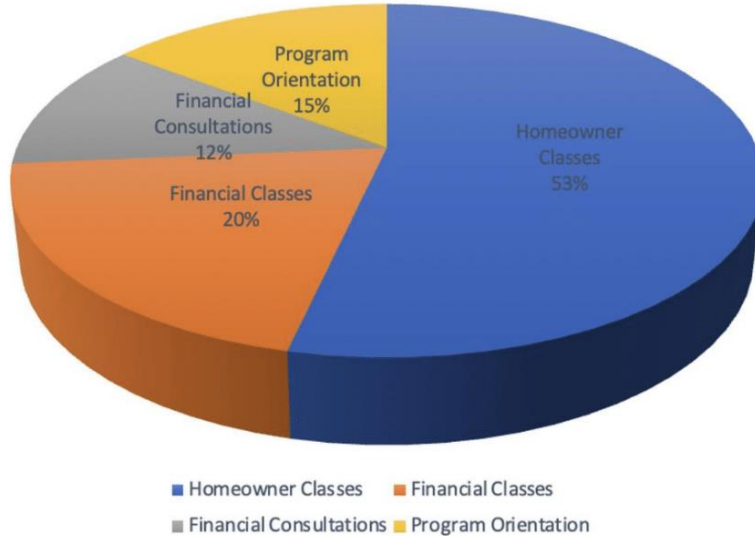
“It’s a lot harder to keep paying the bills during a rough financial patch, such as the current COVID economic crisis, when **Black families have one-tenth of the assets of white families (\$17,150 in assets for Black families versus \$171,000 for white families).** As a result, the credit reports and credit scores of Black families suffer.”



Source: Reparations, Race, and Reputation in Credit: Rethinking the Relationship Between Credit Scores and Reports with Black Communities. Aug 2020. National Consumer Law Center.

Applicant Education

Applicants Participated in 219 Hours of Homeowner and Financial Classes



Requirement for each applicant to be eligible for a Kent Attainable House is 12 hours of homeownership and financial classes and consultations.

117.5 hours of homeownership classes and follow-up consultation

44 hours of financial classes

26 hours of financial consultations

32 hours of program orientation

Our Progress



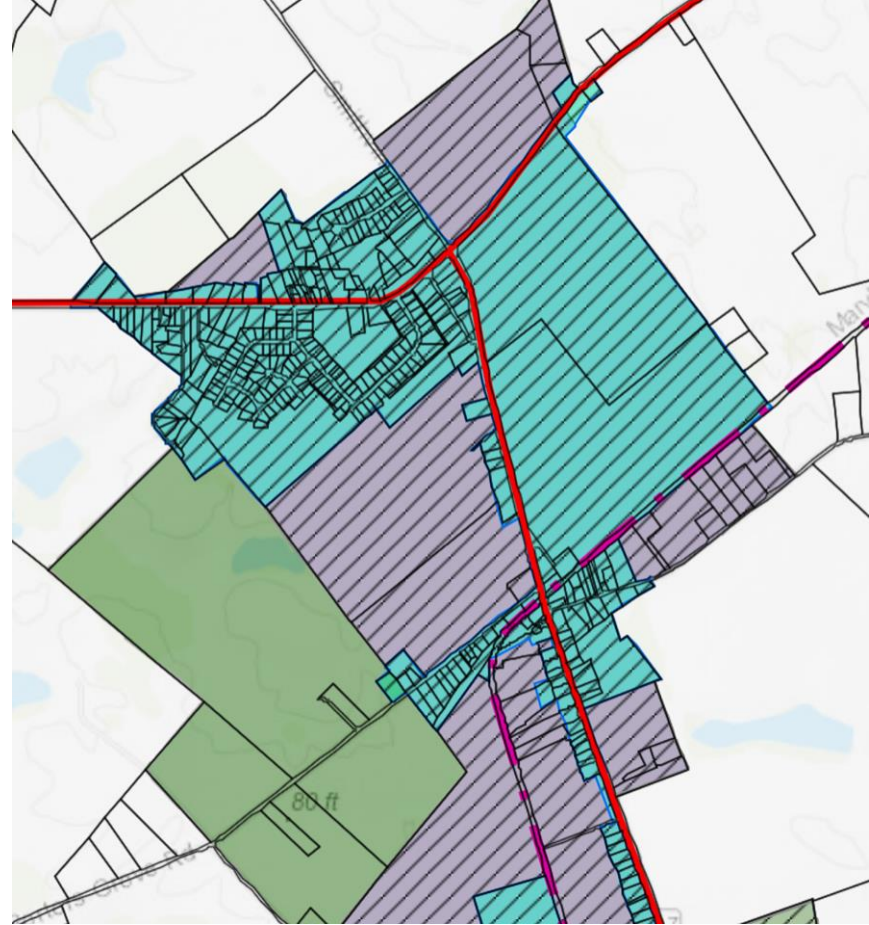
- Completed our first home at 204 College Avenue
- Created a rental opportunity for the first family to buy the home as soon as their credit score qualifies them for a loan
- Raised money to subsidize the house when it is sold to the family



- Bought land for 2nd home
- Selected the 2nd and 3rd families who have pre-qualified loans.
- Designed a home for the 2nd family.
- Began search for land and/or house for 3rd family.

Big Challenges #1

Develop model for **scalable impact** and **sustainability** for building and subsidizing homes.



Map of Butlertown, MD (Worton, MD), site of home #2

Big Challenge #2

Supporting the growing pool of applicant families over 2-3 year period (average) to improve their credit scores, finances, and ability to qualify for loan.



Big Challenge #3

Building capacity for succession planning and advancement of the mission.



How Kent County and KAH Can Work Together:

Secure anticipated Federal and State DHCD
resources.



KENT ATTAINABLE
HOUSING, INC.



How Kent County and KAH Can Work Together:

Develop a “land bank” to revitalize unproductive properties.



How Kent County and KAH Can Work Together:

Learn from our neighbors with successful housing partnerships.



**KENT ATTAINABLE
HOUSING, INC.**



Thank You!

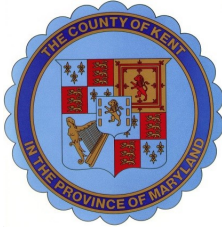
Contact Info

410-708-9138

djohnson@kentattainablehousing.org

kentattainablehousing.org

200 Radcliffe Drive, Chestertown, MD 21620



**Phil Cicconi, Barbara Fancher, Carolyn Sorge, and Mary Etta Reedy,
Commission on Aging
6/29/2021
County Commissioners Meeting**

Item Summary:

Senior Needs Assessment 2021

ATTACHMENTS:

Description

06.29.21 Commission on Aging 2021 Report

Kent County Commission on Aging Commissioner Report



Kent County
MARYLAND

KENT COUNTY COMMISSION ON AGING SENIOR NEEDS ASSESSMENT

2021

Abstract

Seniors face a myriad of problems including transportation, affordable housing, and activities of daily living. These problems are common across the United States. Our advantage is that we are small enough to know and care about our neighbors and friends. These problems are solvable if we work collaboratively and remain focused on specific goals identified.

Mary Etta Reedy
[Email address]

June 1, 2021

Kent County Commission on Aging Senior Needs Assessment 2021

Introduction:

Upon the completion of the COVID senior vaccination registration project, the Commission on Aging (COA) surveyed seniors to identify the most pressing needs of Kent County seniors. In seeking solutions, the COA will hold discussions with representatives from agencies serving Kent County seniors, service organizations, churches, colleges, public and private schools, Scout groups, and community volunteers, to identify the services currently provided and those not currently available. By acting as a catalyst, the COA plans to coordinate and expand senior services to avoid overlaps and identify gaps in services by coordinating and connecting existing and potential service providers. The goal is to improve the quality of life for Kent County seniors.

Methodology:

After confirming that the senior needs are still the same as reported in the COA March 2016 survey, we decided to talk intensively with a smaller number of seniors to get an in-depth understanding of their needs. A more detailed appreciation of senior needs is required to address the issues facing seniors. Global issues needed to be broken down into more finite parts. COA members conducted phone surveys speaking at length with seniors randomly selected from the COVID call list. Additionally, a focus group was held to encourage synergistic interaction among seniors.

The COA selected a small sample of seniors (35) aged 70 plus to complete a phone survey of senior needs. The survey questions asked were:

1. Which of the following services do you think seniors most urgently need: transportation, help with household chores, medical assistance, nutritional assistance, assistance obtaining available services, and social opportunities?
2. What specific comments do you have about the priority that you selected?
3. What is the second most important service needed by Kent County seniors: transportation, help with household chores, medical assistance, nutritional assistance, assistance obtaining available services, and social opportunities?
3. What specific comments do you have about the second priority that you selected?
5. Which of the following senior services would be your third priority: transportation, help with household chores, medical assistance, nutritional assistance, assistance obtaining available services, and social opportunities?
6. Discuss specifically why you believe your third priority is important.
provided for seniors in Kent County?
8. What changes would you suggest to the services provided to seniors?
9. Which town is closest to your home?

10. How old are you?
11. What is your gender?
12. Do you have any additional comments or suggestions?

Additionally, the COA conducted a focus group session of 10 participants to allow a discussion of a range of senior needs. Participants were aged 65-80 with the majority in their 70's. The questions were open ended to solicit a broad range of ideas and suggestions. The questions asked were:

1. Do you know the senior services that are available in Kent County? How would you access information about available services?
2. As a senior, how do you think your church and community could be more helpful to you?
3. What do you think about the idea of seniors helping seniors?
4. How do you currently access maintenance services or other help with your apartment, house and/or yard?
5. If you had a magic wand, what one service would make your life better?
6. How do you define "quality of life" and what single aspect of your life would you change to make your quality of life better? What help do you need to make that happen?
7. Finish the sentence: In my current situation I wish ...
8. Do you agree that the quality of retirement could be vastly improved with a good understanding of financial literacy in youth?
9. Do you have any additional suggestions of services that we could provide to improve your quality of life?

Findings:

Three facts became evident as we analyzed the data received. First, the senior needs identified in the COA March 2016 Survey continue to be major concerns today. Secondly, the needs identified are inextricably connected and cannot be addressed in isolation. Finally, there is a need to centralize access to information and available services.

The major senior needs identified were similar for both those surveyed and those participating in the focus group. They are:

1. **Seniors do not know the services that are available or who to call to access those services** They were familiar with meals on wheels and the activities offered at Amy Lynn Ferris but had no idea how to access transportation, handyman services, help with getting medicine or groceries, financial help, nursing services or property tax credits. They did not know how to access information about the services they needed and did not have the technology or technology skills to seek out options. Aligned is the fact that agencies and communities do not have a full understanding of the changing needs of local senior citizens.

- 2. Lack of transportation:** Transportation continues to be a major concern. Transportation is needed for local doctor appointments, prescription pick up, trips for groceries and other shopping needs, attendance at church and social or exercise opportunities. Additionally, transportation is needed for out of county medical appointments. It was also noted that when taken to the hospital via ambulance, the senior must provide return transportation home. The senior is also responsible for the ambulance cost unless they are admitted to the hospital.
- 3. Lack of social interaction and loneliness:** Social interaction was a recurring concern. When asked what would improve quality of life, the response was connections and knowing that you are not alone. Repeatedly, seniors said they would like to have people visit to just talk, share lunch, manage medicine, and check their wellbeing. Seniors wanted opportunities to meet new people and to be able to attend community social events. They wanted someone to take them to church or out to lunch once a week. They felt that their quality of life would improve if their lives were more predictable, for example, a friend visiting each Thursday. People who live alone and have no family in the area need socialization. Seniors deteriorate if they do not have social interaction.
- 4. Help with household chores and minor repairs:** Numerous requests were made for help with minor home repairs, yard maintenance, and pet care. Seniors said that as they become older and more fragile, they cannot lift much, climb ladders, clean under things, or even walk their dogs. Things as simple as changing a light bulb cannot be done without standing on something. Seniors were concerned about how to get references for quality repairmen. They also expressed concerns about the cost of just minor repairs.
- 5. Medical assistance:** Concerns about medical assistance were wide ranging from helping sort pills weekly to helping get a loved one or themselves into a long-term care facility. Most commonly people needed transportation to get medications or attend doctors' appointments. Another repeated request was for someone to serve as an advocate who would attend doctors' appointments to ask questions and record what the doctor said. They said that they often do not think of questions to ask or remember what the doctor said. Seniors also needed help obtaining therapy and prescription medication. Several people said it would help to have a volunteer visit each week to give their caregiver a respite and to increase social interaction. Having the same person visit weekly develops a new trusting relationship and an enhanced level of caring.
- 6. Nutritional Assistance:** The food banks seem to be doing a good job of making food available to seniors. Once again, transportation and getting information about what is available were concerns. It was felt that information about all of food banks should be under a central coordinator. There were concerns expressed about needing help preparing dinners because of mobility issues and an inability to stand for prolonged periods of time. Others noted that it would be really nice to eat with another person.

Commission on Aging Action Steps:

1. Meet individually with the following groups to determine the services they currently provide, the gaps they see, needs that they cannot fully cover, and how they communicate their services to Kent County seniors.
 - State and county agencies serving senior citizens.
 - Service organizations including the Rotary, Lions, Legion, and Kent County Rebuilding Together. Include other agencies as identified.
 - School personnel for service-learning volunteers
 - Churches
 - Volunteer organizations
 - Chester River Hospital
 - Scout and church youth groups
2. Conduct a meeting and invite representatives from each agency or group to share what we see as current service gaps and needs. Collaboratively review and revise as needed the goals listed below. Jointly, develop a 5-year plan to accomplish the goals selected. The plan should include action steps and measurable outcomes.

Goals to meet identified Kent County Senior Needs:

1. To have all agencies serving seniors, service organizations, churches, and volunteer groups collaboratively coordinate services to provide seniors with a comprehensive menu of services that eliminates overlaps and gaps in services.
2. Enlist volunteers, churches, scouts, college and secondary students to provide services such as pet walking, yard work, house cleaning, etc.
3. Seek a cadre of retired nurses to serve as patient advocates. These volunteers could sort medications, attend doctor appointments as requested, and provide a respite for caregivers.
4. Utilize the grant writer to hire a Volunteer and Senior Needs Coordinator who would develop a database of senior needs and willing volunteers. These databases would include a list of willing volunteers including their locations, skills and days available. The coordinator would also develop a service provider database that would include all agencies and groups providing senior services and include their location, contact information and services provided. These databases would be updated regularly.
5. Develop an online information center that would serve as a clearing house for senior services. It would include vetted repairmen/handyman who give senior discounts, transportation options, social opportunities, help obtaining information about senior tax credits, help with getting prescriptions, services offered by churches, agencies and service organizations.

6. Provide a senior hotline that can be called to get information and help seniors access all available services regardless of the providing agency. This number will serve as a central location to receive information about all available services for Kent County seniors. The line could be manned by trained senior volunteers.
7. Convince the high school to make a semester long financial literacy course mandatory for seniors.

Summary:

The concerns expressed by Kent County seniors remain much the same as in 2016. According to the 2010 Census 21.7 percent of Kent County's 20,197 citizens are over age 65. The percentage of seniors is projected to increase each year for the foreseeable future. Consequently, it is imperative that we address these problems collaboratively and immediately to prevent unnecessary suffering for our senior citizens.

The Older Americans Act, passed in 1965, established Area Agencies on Aging, to operate critical services to keep seniors healthy and independent—services like meals, senior centers, health promotion, benefits enrollment, and caregiver support. Kent County's agency is part of the regional non-profit, government-funded Upper Shore Aging, Inc. While this organization provides many services, it is poorly funded, and demand far exceeds the resources currently allocated. Those knowledgeable agree that its services are not well-known. Part of this weakness is due to the lack of funding for promotion and outreach. Part of the problem is also the fact that seniors tend to be isolated and unlikely to learn of or seek out services until the need them. The State of Maryland began Maryland Access Point a few years ago to better communicate available services, but many Kent County seniors do not have Internet access or smartphones to take advantage of such information.

The problems facing Kent County seniors are extensive but not uncommon across the United States. Our advantage is that we are small enough to know and care about our neighbors and friends. The good news is that these problems are solvable if we join forces and remain focused on identified outcomes. Five years from now, let us resolve to have measurable improvements to long term issues now facing of our seniors.

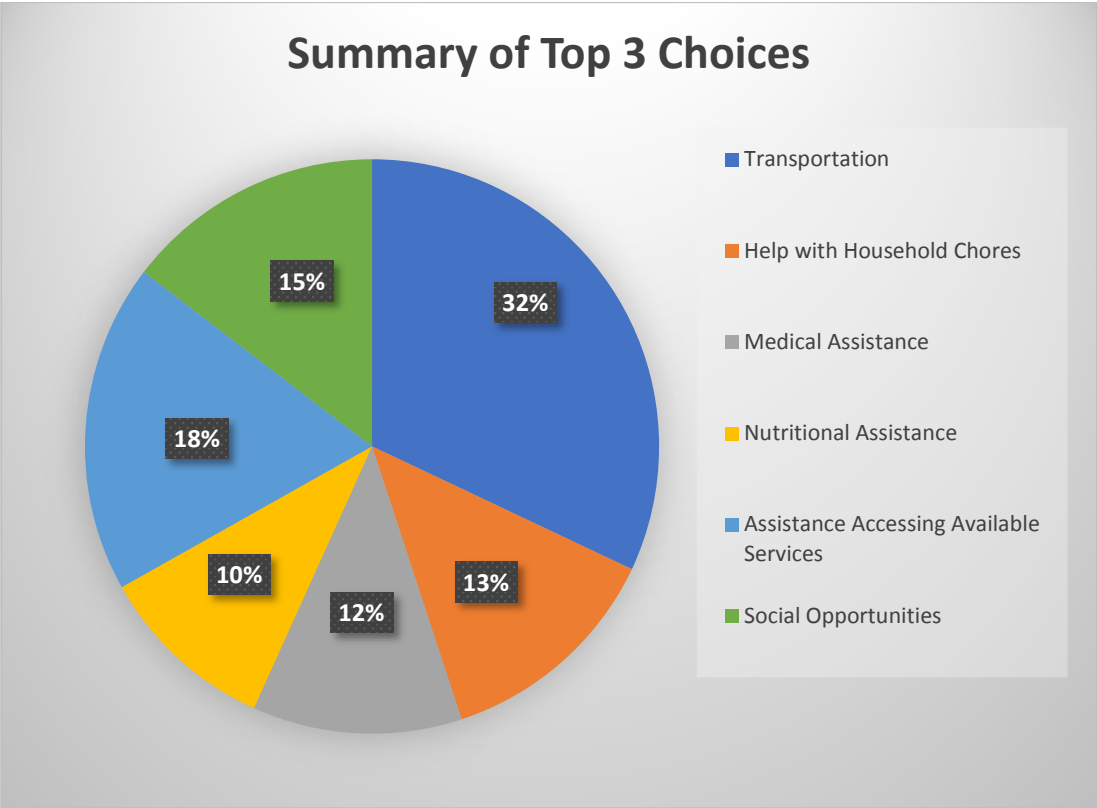
Appendix I

June 1, 2021

Senior Needs Survey Results - 2021

Total of top three selections of all surveyed Seniors

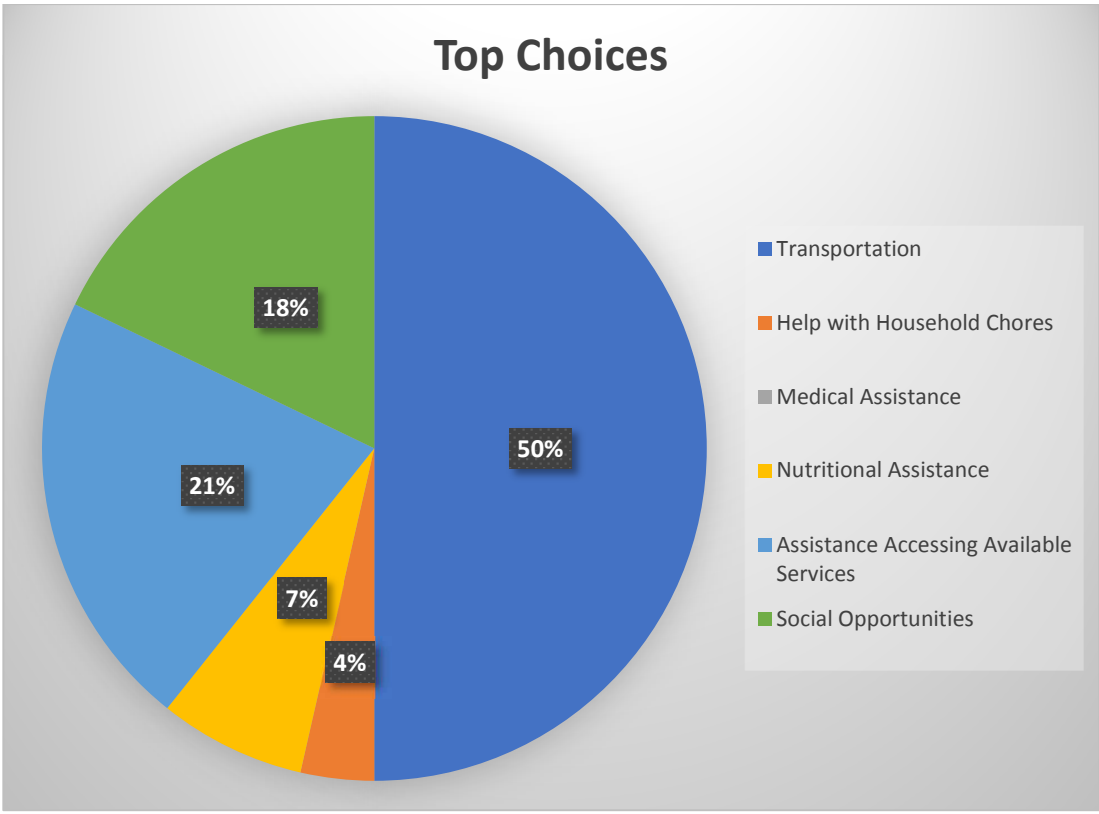
Three (3) points were awarded for each top choice, two (2) for each second choice and one (1) for each third choice selection. The three results were added to determine an overall ranking of senior needs.



Choices:

Transportation	56
Help with household chores	23
Medical Assistance	21
Nutritional Assistance	18
Assistance obtaining available services	33
Social Opportunities	26

1. Which of the following services do you think seniors most urgently need?



Choices:

Transportation	14
Help with household chores	1
Medical Assistance	0
Nutritional Assistance	2
Assistance obtaining available services	6
Social Opportunities	5

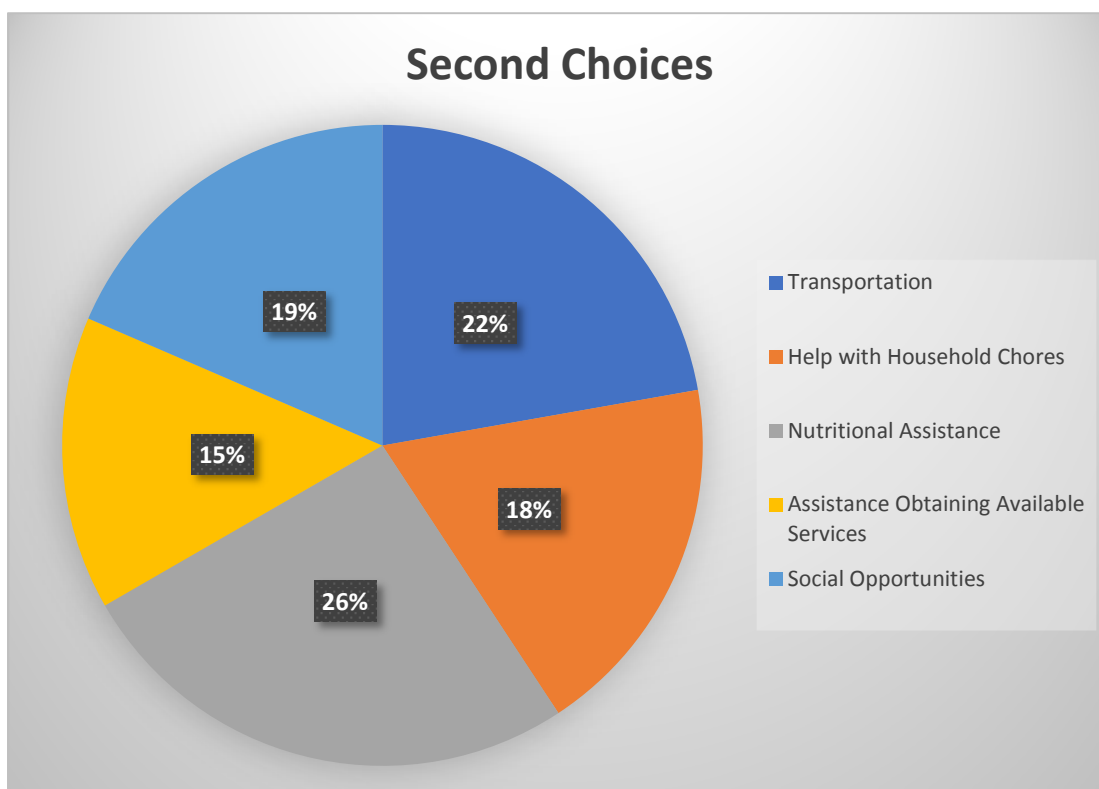
2. What specific comments do you have about the priority that you selected?

Essay

Answers

- Not ambulatory. Need help picking up medicines and getting groceries. Transportation to doctors, pick up glasses and prescriptions. Need a wheelchair on the other end. Use crutches for short distances.
- Need someone to just sit with the senior to allow the caregiver a respite to shop, relax, etc.
- My kids are in Pennsylvania. Is a member of the senior center, plays bingo and has lunch there. Goes out with friends for lunch each Wednesday and have breakfast on Sunday also. But, I am still lonely. Provide opportunities to join senior centers to meet people and have a lunch. Need opportunities to meet people.
- He is currently able to drive but sees difficulties ahead because of emerging health problems.
- He is very independent and does not require transportation or other assistance now.
- Needs transportation for shopping needs.
- She would like transportation to do weekly shopping chores. Misses going to church.
- No assistance needed. She and her husband are doing well together. Thank us for the help with the vaccine.
- As I become less mobile, I am realizing that transportation is more of an issue.
- She needs a Stair Lift

3. What is the second most important service needed by Kent County seniors?



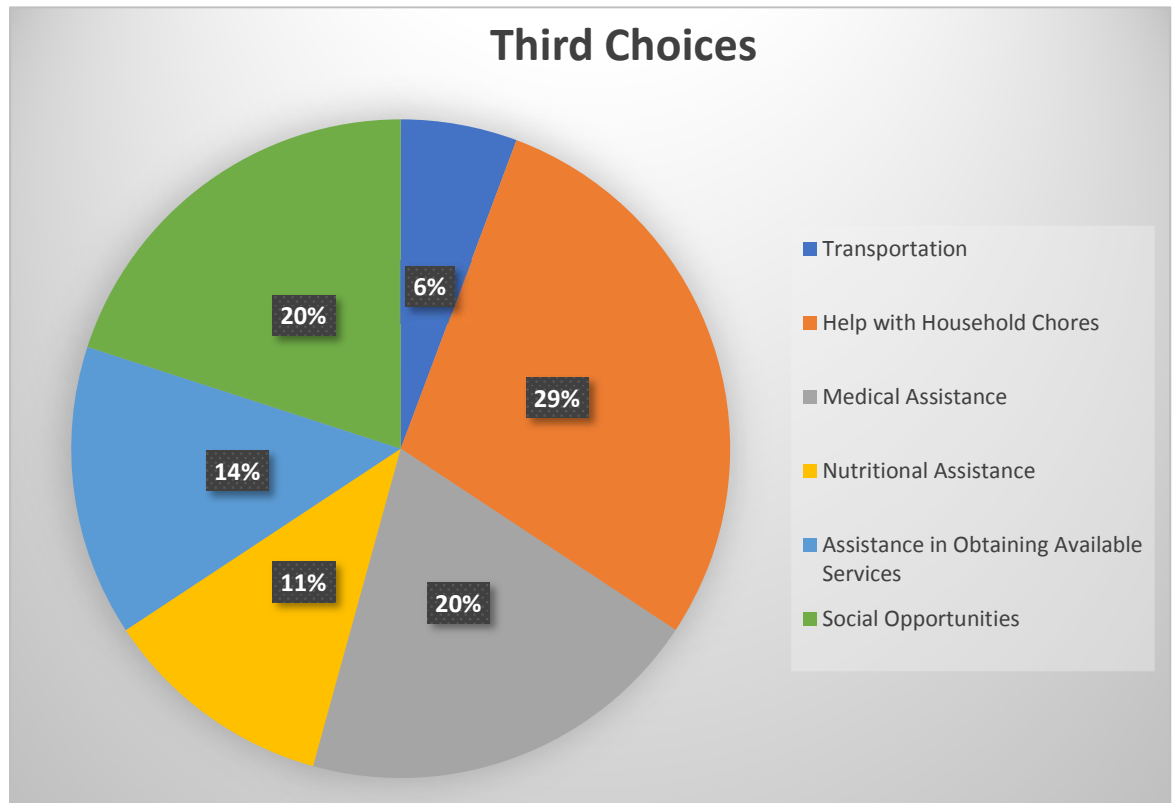
Choice	Total
Transportation	6
Help with household chores	5
Medical assistance	7
Nutritional assistance	4
Assistance in obtaining available services	5
Social opportunities	2

4. What specific comments do you have about the second priority that you selected?

Answers

- Need someone to attend doctors' meetings to act as an advocate. Help asking questions and recording what the doctor says. At doctors' sessions, often cannot remember what the doctor says because often emotional if problems.
- Need information to help get someone into a facility. She has become too ill to live on her own even with visiting nurses and a live-in caregiver.
- A lot of people need help with organizing pills and taking them at the right time. People may need assistance with prescription costs.
- Currently does not know what services are available to him.
- Has no needs.
- She needs help with nightly dinners.
- Has difficulty obtaining dinners.
- Ageing does require more medical help than my prior life.
- Her most pressing need is a stair lift.
- Medical assistance has always been a priority.

5. What is the third most important service needed by Kent County seniors?



Choice	Total
Transportation	2
Help with household chores	10
Medical assistance	7
Nutritional assistance	4
Assistance in obtaining available services	5
Social opportunities	7

6. Discuss specifically why you believe your third priority is important.

- What is available? Need someone to research the information. I cannot get to places where service questions might be answered. Live on social security and need help with household chores but I need volunteers. Sometimes need help filling out forms because get confused due to medications. Need to know what is available. For example, need an EpiPen but cannot afford one. Insurance covers less all the time.
- Needed help obtaining therapy, medication medicine.
- Right now, I do not need assistance with household chores and driving but don't know how to obtain trusted services. Would like to have a number to call to get information.
- This requirement will be more necessary as health fails and mobility decreases.
- I am currently is very independent.
- She cannot perform chores because she lacks energy.
- She is too fragile to do household chores.
- Lack of mobility makes working around the house more difficult.
- She was a Bus Driver for years and seems to have everything the way she wants it. She is in a program called Telephone Reassurance and get some of her social needs satisfied through this.
- As mobility decreases, there is less ability to do household chores.

7. Are there currently any gaps in services provided for seniors in Kent County?

- Need help with walking pets. I cannot live without a pet because I live alone. Need someone to take them to the vet also. Not aware of the services that are available in Kent County.
- Know that there are home health nurses that provide therapeutic help and household help such as laundry, cooking, cleaning. Found information from the doctor that was paid for by Medicare.
- Is familiar with the activities at the Amy Lynn activities, meals on wheels. Not familiar with other current services that are available.
- He is not aware of any in-home nursing or assistance that is available to seniors in the area.
- Protection from SCAMS that target seniors using scare tactics would be a welcome service.
- I need help with paperwork.
- Ability to have cooked meals delivered to my home.
- There are no means for me to socialize.
- Socialization opportunities.
- I would like more delivery services and curbside pick from the local stores.

8. What changes would you suggest to the services provided to seniors?

- Help with cleaning and yard work as well as minor repairs needed in house. Still lives in her own home and does not have to pay taxes but still needs to have repairs made--a light socket, kitchen faucet leaks. Still must live in own home because it is the most inexpensive place to live.
- More volunteers to just come in and provide a respite for the caregiver or to get medicines, etc.
- Not familiar with current services. Building a new YMCA and she will join.
- No suggestions.
- More help with tax and financial issues.
- More access to handyman services.
- Information on how to receive what help is available.
- Bring back the senior's meetings at church.
- Curbside pickup and home delivery.
- Waiting for the services to open after the pandemic.

9. Which town is closest to your home?

Piney Neck by Chesapeake Seafood	Chestertown
Galena	Chestertown
Tolchester	Rock Hall
Rock Hall	Still Pond
Still Pond	
Chestertown	

10. How old are you?

65-70	0
71-75	1
76-80	2
81-85	8
86-90	11
91+	8

11. What is your gender?

Male	8
Female	22

12. Do you have any additional comments or suggestions?

- I will think about this and call you back.
- I cannot think of anything that you have not covered.
- Tapped out.
- Currently independently living male who is facing future health challenges that could confine him to home. He has no desire to move from his bayside home.
- He is independent and currently has no needs.
- She has a daughter who is her caregiver but is concerned that her situation is changing because the caregiver daughter is changing jobs to an in-state location farther away.
- He lives independently and is still driving.
- He is living independently and works part-time in the insurance business. He is healthy and mobile.
- He is a retired engineer who has a different perspective on life. He runs Home Ports and is attuned to problems that befall seniors. He is very tech-savvy and uses his smartphone extensively. His belief is that money/capital is the grease that can solve many senior problems.

Appendix II

Senior Needs Assessment Focus Group Report - June I, 2021

1. Do you know the senior services that are available in Kent County? How would you access information about available services?
 - Senior property tax credit is a state program. One gentleman knew about it and had completed the form previously. One person tried and stopped.
 - One person suggested social services and asked if we had a Kent County Department of Aging. People know about Amy Lynn Ferris but not Upper Shore Aging. Two representatives have taken exercise classes there.
 - An Amy Lynn representative talked about Medicare choices- which plan and company. She was not able to meet my needs.
 - There are a lot of Medicare advising companies that make suggestions for companies to choose. Go online and look for Medicare advisors.

2. As a senior, how do you think your church and community could be more helpful to you?
 - People did not know where to start to find information about available services.
 - How do you know about Upper Shore Aging? Will restart July 21.
 - Transportation linked to communication and isolation. Representatives were not aware of how the transportation system worked or where to get information about it.
 - Communication is needed to help people know what is available. Computer skills are needed to get information.
 - Transportation to hospital and doctor appointments is needed. This transportation is needed for both in-county and out-of-county appointments. An Ambulance costs several thousand dollars, and it is your responsibility if you are not admitted. People are not aware of the fact that you must be admitted for it to be covered.
 - Computer services are slow in Kent County and many seniors do not have access to the internet.
 - The Chestertown food bank is available to all, but you must go through social services. Chestertown American Legion is housing a new company that is delivering meals (Feed the Elderly). Upper shore aging has a shopping service for seniors. There is a food bank in Rock Hall. The Church of God has a new food bank.
 - There is a need to centralize services or at least a central point of contact to get information about senior services. For example, we need to list all of the food banks in the county. Recommend a central coordinator maintain a common list of patrons and central point to make requests.
 - We need a database of Kent County seniors and their needs.
 - There is a new Wellness Coordinator and assistant at the hospital will work to coordinate all senior services.
 - If you need a specialist, you need to travel for at least one hour. It is a problem of both transportation and physical endurance.
 - Essential services are not provided by the hospital in Chestertown. It may become a rural hospital and serve as a national model. More senior hospital services need to be available locally.

3. What do you think about the idea of seniors helping seniors?
 - Seniors prefer being among peers and taught by them rather than college students.
 - Churches could support people for lawn cutting and maintenance.
 - Could we develop a cadre of people to help seniors with minor repairs? People could help walk and care for pets. There are a couple of groups such as Rebuilding together. Much of the material was donated by Lowes.
 - Concern about fixing things in other people's houses is insurance.
 - Could coordinate with the high school to have people come to do yard work for a day. Could count as service learning. Could call the high school counselors. Could also call scouts.

4. How do you currently access maintenance services or other help with your apartment, house and/or yard?
 - Call my neighbor.
 - How do you get a referral to quality services? Representatives felt that there should be a place to access vetted repair service personnel who would give a senior discount.
 - Village hardware and other such stores will give recommendations for service people.
 - How can we get the information out? Tidewater trader.
 - Is there a hot line?

5. If you had a magic wand, what one service would make your life better?
 - There is no place that offers decent senior housing with all maintenance and yard work included. Must be a fee attached. Galena has Briscoe Manner and two in Chestertown that are federally funded. Millington trying to build one also. They are rentals.
 - Seniors felt that you need a book or hotline to call to access all of the information that you need because many seniors have no computer or smart phone. Senior services hotline would help. A hotline where someone could access information from a clearinghouse website would be best because it can be updated regularly. If we had a manned hot line that Kent County seniors could call to get needed services, it could be manned by trained seniors, college students or high school students.
 - We need to create a network of volunteers. Seniors are us. Need to have one central computer site where information about all senior services in Kent County are housed.
 - Kent County needs a record keeping system assessing the needs and requests. As seniors call in for information, develop a database of all seniors and their needs.

6. How do you define "quality of life" and what single aspect of your life would you change to make your quality of life better? What help do you need to make that happen?
 - Connections and knowing that there are people that you can connect with.
 - Confidence that you are not alone.
 - Make our lives more predictable. Someone will be there each Thursday.
 - Need to feel that you are not alone. Need to know that someone cares that you are alive.
 - People deteriorate if you do not have social interaction. Church could help with this.
 - Medications are a big problem. Have someone come in to sort meds. Make phone calls seeing if they are ok and what needs they have. It shows that someone cares.
 - Seniors who live alone and have no family in the area need people.

7. Finish the sentence: In my current situation I wish ...
 - Would love to have a handyman.

8. Do you agree that the quality of retirement could be vastly improved with a good understanding of financial literacy in youth?
 - Generally, agree. Is it taught in high school?
 - Everyone needs financial literacy including use of a credit card, checkbooks, investments.
 - It is all about education.

9. Do you have any additional suggestions of services that we could provide to improve your quality of life?
 - Open the municipal building back up.
 - Make community facilities available.
 - Communications-how to get the word out and to get people involved.
 - How to train people. Getting all service organizations and senior agencies to coordinate services, communication, and what services that they provide.
 - The hot line number is a good way to go.
 - How do you distribute information to get to the most seniors? The mail system?
 - May need to get a grant to meet these needs.
 - We could do mass mailings. Include mailings in tax bills. Upper Shore Aging has a mailing list.
 - Might be surprised at how many people are willing to give their time to help other seniors.



Kent County
MARYLAND

Senior Needs Assessment 2021

**KENT COUNTY COMMISSION ON
AGING**

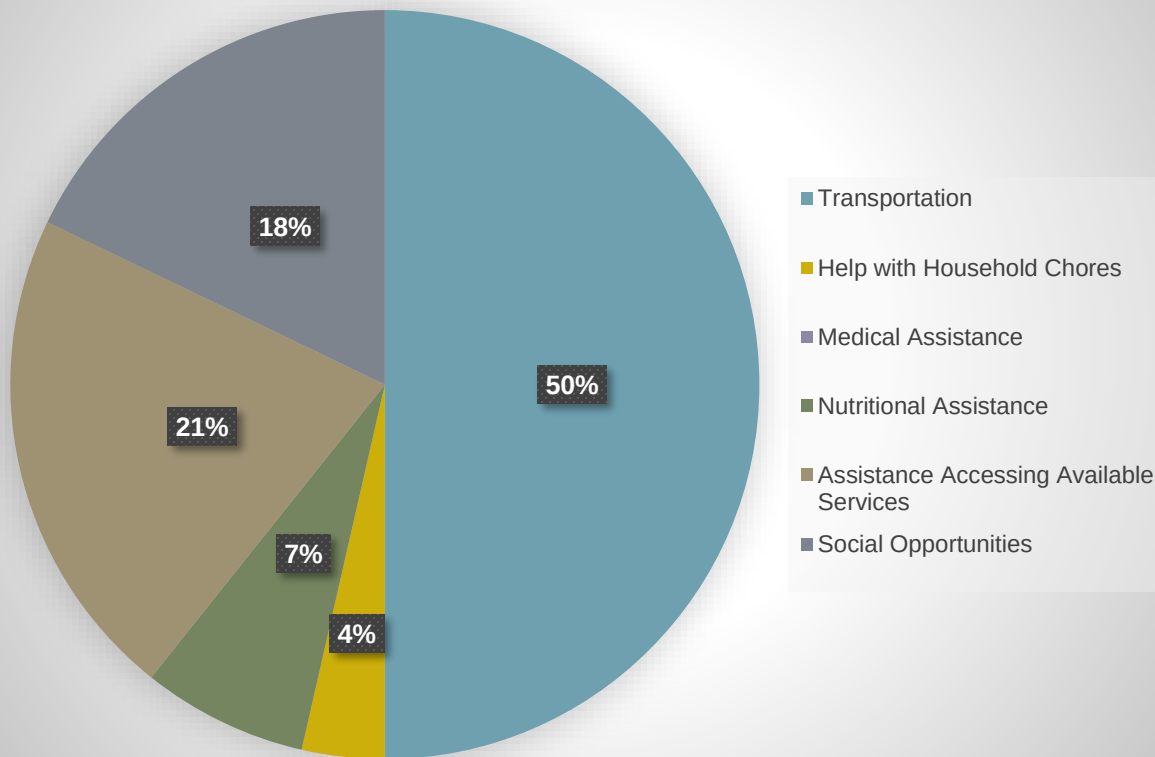
Impetus for study:

◎ **COVID Vaccination Registrations**

- 1550 seniors registered
- January through May 2021
- Extensive conversations with seniors

Findings:

Top Choices



1. Transportation

2. Assistance
Accessing
Services

3. Social
Interaction

Senior Priorities:

⦿ Transportation

- Medical Appointments
- Pharmacy
- Groceries
- Out-of-county Specialist Appointments
- Social Opportunities
- Church

⦿ Access to Services

- Many without internet or computer skills
- Not aware of available services or who to call to get information
- Need help completing complex forms i.e. Maryland Homeowners' Property Tax Credit Program

Senior Priorities:

⦿ Social Interaction

- Regular Visits and Phone Calls
- Community Social Events for Seniors
- Opportunities to Meet New People

Results Alignment:

Commission on Aging 2016 Senior Needs Assessment

- Transportation
- Adapted Housing/Home Maintenance
- Access to Information about Senior Services

Maryland State Communities For Life

- Transportation
- Service Navigation
- Home Maintenance

Commission on Aging 2021 Senior Needs Assessment

- Transportation
- Accessing Services
- Social Interaction

Commission on Aging Goals:

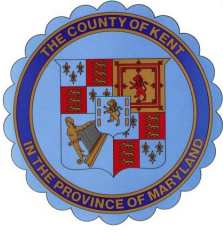
1. **Increase awareness of the services available to Kent County Seniors.**
 - a) Identify agencies serving seniors including government agencies, non-profit agencies, churches, schools, and service groups
 - b) Facilitate communication among agencies to provide seamless services avoiding overlaps and gaps in service
2. **Provide a central clearinghouse/hot line phone number that seniors can call to obtain services from all agencies.**
 - a) Develop a database of seniors with specific needs and follow-up on services
 - b) Connect with the University of Maryland Shore Medical Center at Chestertown and the Choptank Community Health System, Inc.
3. **Provide transportation for seniors to needed services.**

Next Steps:

- ⦿ Develop a strategic plan including:
 - goals,
 - measurable success indicators,
 - prioritized action steps, and
 - timelines.

Addressing a Root Cause:

- Financial Literacy Education at all educational levels including an intensive course in the 12th grade.



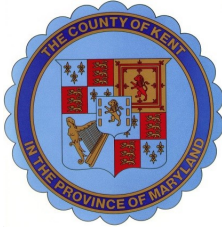
Wayne Darrell, Director, Emergency Services
6/29/2021
County Commissioners Meeting

Item Summary:

AT&T Next Generation 911 Special Construction Contracts

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing, and Zoning
6/29/2021
County Commissioners Meeting

Item Summary:

Kent County is responsible for the technical review of Stormwater Management (SWM) designs that are proposed on submitted plans and permits for projects within unincorporated areas. The County Commissioners have created a new position that will, among other things, review SWM.

Over the last fiscal year (FY21), the Maryland Environmental Service (MES) has been performing the County's professional Stormwater Management reviews. Since the County is still in the hiring process for an engineer, an amendment to the contract with MES is proposed to continue reviews for six months by MES.

A copy of the amendment is attached.

ATTACHMENTS:

Description

Amendment to Intergovernmental Agreement

Intergovernmental Agreement

06.29.21 Amendatory Agreement Between Maryland Environmental Service (MES) and Kent County (MES Contract No. 2-20-4-36), Intergovernmental Agreement for Design, Construction and Service dated July 2, 2020

AMENDATORY AGREEMENT
BETWEEN
MARYLAND ENVIRONMENTAL SERVICE
AND
KENT COUNTY

(MES Contract No. 2-20-4-36)

THIS AMENDATORY AGREEMENT, dated this ____ day of _____, 2021, by and between the Maryland Environmental Service, a body politic and corporate constituting an instrumentality of the State of Maryland (hereinafter referred to as the ("Service")) and the Kent County (hereinafter referred to as the "County").

R E C I T A L S

WHEREAS, the parties entered into an Intergovernmental Agreement (hereinafter referred to as the ("Agreement")) dated July 2, 2020 for MES to provide timely engineering and technical services to the County on an as needed basis in order to help respond to the County's environmental requirements; and

WHEREAS, the County and the Service desire to amend the Agreement to extend the contract another six (6) months until the County resume the duties with their own forces; and

WHEREAS, both the MES and the County consent to enter into this AMENDMENT of the Agreement; and

NOW, THEREFORE, for and in consideration of the premises and agreements herein set forth, the parties hereto agree to amend the Agreement as follows:

I. AMENDMENT

1. MES shall continue to provide timely engineering and technical services to the County on an as needed basis for a period of six (6) months commencing on June 30, 2021.
2. The term of work shall be extended from June 30, 2021 to December 31, 2021.

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
KENT COUNTY
CONTRACT I.D. NO. 2-20-4-36
Page 2**

II. GENERAL

- A. Except as modified by this AMENDMENT, the provisions of the Agreement shall remain in full force and effect.
- B. This AMENDMENT shall inure to and be binding upon the parties hereto, their agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to Agreement 2-20-4-36 dated June 11, 2021 to be executed and delivered as of the date first set forth above.

MARYLAND ENVIRONMENTAL SERVICE

Amanda Cooper
WITNESS

BY: William C. Kessel
WILLIAM C. KESSEL
MANAGER, CONTRACTS ADMINISTRATION

Approved as to form and legal
sufficiency this 14th day of
June, 2021.

Sean L. Coleman
Assistant Attorney General

KENT COUNTY

BY: _____

WITNESS

NAME: **Mr. P. Thomas Mason**

TITLE: **Commissioner President**

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
KENT COUNTY
CONTRACT I.D. NO. 2-20-4-36
Page 3**

**Approved as to form and legal
sufficiency this _____ day of
_____, 2021.**

**Thomas N. Yeager, Esq.
County Attorney**

INTERGOVERNMENTAL AGREEMENT FOR DESIGN, CONSTRUCTION AND SERVICE

BY AND BETWEEN

KENT COUNTY, MARYLAND

AND

**MARYLAND ENVIRONMENTAL SERVICE
MES CONTRACT NO. 2-20-4-36**

THIS AGREEMENT FOR DESIGN, CONSTRUCTION AND SERVICE ("Agreement") is made and entered into as of this 2 day of July 2020 by and between the **Maryland Environmental Service ("MES")**, an agency and instrumentality of the State of Maryland constituted as a body politic and corporate and **Kent County, Maryland ("County")**, a body corporate and politic of the State of Maryland.

RECITALS

WHEREAS, MES, pursuant to Subtitle 1 of the Natural Resources Article of the Annotated Code of Maryland, was created by the General Assembly in 1970 among other things, to assist with preservation, improvement, and management of the quality of air, land and water resources, and to promote the health and welfare of the citizens of the State of Maryland. The General Assembly directed the agency to provide dependable, effective and efficient disposal of solid waste, to encourage reductions in the amount of waste generated and discharged into the environment and promote the generation of energy and the recovery of resources from that waste to the extent practicable and to serve the political subdivisions of the State. To this end, on March 28, 1988, MES and the County entered into the first of a series of agreements by which MES agreed to assist the County to provide various design, construction and other services to the County.

WHEREAS, the County and MES are desirous of entering into an agreement by which MES could provide timely engineering and technical services to the County on an as needed basis in order to help respond to the County's environmental requirements; and

WHEREAS, the County and MES desire and consent to enter into this Agreement in order to facilitate the assessment, review, enhancement and creation of engineering and technical services that will allow the County to meet its goals and objectives to be responsible for ensuring ongoing compliance with Federal and State environmental requirements;

WHEREAS, the County and MES are permitted to enter into this Agreement with each other because MES is a unit of State government and the County is a corporate and politic of the State and as such this Agreement is exempt from procurement requirements of Division II General Procurement Law, in accordance with the laws established by the Annotated Code of Maryland, State Finance and Procurement Article Section 11-203 (a)(2)(ii) and Natural Resources Article

Kent County, Maryland – Maryland Environmental Service
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Section 3-103(g)(2) and 3-107(b), and the Code of Maryland State Procurement Regulations COMAR 21.01.03.01-A;

WHEREAS, MES has agreed to perform work for the County accordance with this Agreement.

NOW, THEREFORE, the County and MES agree as follows:

ARTICLE 1 – DEFINITIONS

“Applicable Law” means (a) any applicable statute, common law, treaty, rule, code, ordinance, regulation, interpretation, certificate, or order of any governmental authority, (b) any license, permit, franchise, certificate or other authorization of, and required registration or filings with any governmental authority, or (c) any judgment, decision, decree, injunction, order or the like of any governmental authority.

“Uncontrollable Circumstances” means either (a) any act, event or condition having a material adverse effect on the ability of MES to design, construct, manage construction of or inspect a facility, if such act, event, or condition is beyond the reasonable control of MES and not due in whole or substantially in part to any negligence by MES, or (b) any act, event or condition having a material adverse effect on the ability of the County to fulfill its obligations under this Agreement, if such act, event, or condition is beyond the reasonable control of the County. Such acts, events or conditions shall include, but shall not be limited to, the following:

- A. The inability of MES to secure needed materials; storm, flood, or severely inclement weather which impedes either party’s performance; acts of God; acts of negligence by the other party or its agents, employees or contractors; fire; strikes; lockouts; labor disputes; civil commotion; or
- B. The order, judgment, action, inaction or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decisions interpreting federal, state, and local tax laws), or the promulgation of or change in a law, in each case which materially and adversely affects the: (a) ability of either party to perform its obligations hereunder; or (b) the suspension, termination, interruption, denial, or failure of renewal or issuance of any permit, license, consent, authorization, or approval.

ARTICLE II- SCOPE OF WORK, REQUEST FOR SERVICES, PROPOSAL AND ACCEPTANCE

Section 201. Services. MES agrees to assist the County in accordance with the Scope of Services, which is attached hereto as Appendix A, and incorporated. MES shall engage in activities including, but not limited to providing a variety of planning; compliance support; engineering; field investigation; auditing; remedial assessment; training; design, construction and technical

Kent County, Maryland – Maryland Environmental Service

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services to the County from time to time at the County's request. All Services provided to the County by MES under this Agreement shall be governed by the Terms and Conditions set forth herein.

Section 202. Request for Services. The County shall provide MES with a written request for Services.

Section 203. Scope of Work and Cost Proposal. MES shall respond to the County's request by submitting for the County's review and approval a proposal ("Proposal") that shall include a written scope of work for the Services requested ("Scope of Work"), a detailed description of the technical approach, a schedule for completion of the Services and a proposed budget or cost proposal.

Section 204. Acceptance of Proposal. The County shall have the option to approve the Proposal or suggest changes to the Proposal to which MES may agree or reject the Proposal in its entirety. If the County approves the Proposal as presented or suggests changes which MES accepts the County shall sign the written Proposal. The County reserves the right to deny payment to MES for MES' performance of any services that were not specifically approved by the County or previously approved by the County in accordance with Sections 201, 202 and 203 of this Agreement.

Section 205. Independent Contractor. MES is not an employee of the County but is an independent contractor. Except as provided in the Scope of Work, MES shall be responsible for providing all supplies and material necessary for performance of all work under this Agreement, and for withholding any taxes and other payments required by Applicable Law. MES is not an agent of the County and cannot commit the County to any expenditures of funds or enter into any contractual obligation on behalf of the County.

**ARTICLE III- COUNTY PURCHASE ORDERS, NOTICE TO PROCEED,
COMPENSATION AND METHOD OF PAYMENT**

Section 301. County Purchase Order. For each approved Proposal the County will obtain a Purchase Order for the purpose of making payments to MES for Services rendered.

Section 302. Notice to Proceed. The issuance and receipt of a County Purchase Order for MES services shall constitute MES's Notice to Proceed unless the County expressly designates that a separate Notice to Proceed shall be issued.

Section 303. Payments for Services. The County shall reimburse MES out of the funds authorized by the Purchase Order from time to time as Services are performed under each Proposal and as authorized under Article II of this Agreement. In the absence of a payment schedule, billing

Kent County, Maryland – Maryland Environmental Service**Page 4 of 11**

shall be monthly-in the form of invoices. MES shall follow cost accounting practices that follow the Code of Maryland Administrative Regulations (COMAR) Title 21, sub-title 09 and uniform practices of the profession. Billings shall be due and payable within 30 days of receipt by the County. Any amounts payable under this Agreement that are not paid when due in accordance with this Agreement shall bear interest at an annual rate (compounded monthly at 1½ percent per month) equal to 18 percent.

Section 304. Disputed Invoices. In the event that the County disputes any invoice(s) or receives any invoice(s) having inadequate or incomplete documentation, the County shall notify MES of the deficiency or dispute within ten (10) calendar days of its receipt of the invoice(s) in a written notice of dispute and may withhold payment for such items that are in dispute. The County shall make payment for undisputed items as provided in Section 303. MES and the County shall meet within ten (10) calendar days of MES's receipt of the County's notice to resolve such items. Items not resolved within thirty (30) calendar days of the County's receipt of the invoice shall be referred to the MES Director and the County Executive for resolution.

ARTICLE IV-TERM

The term of this Agreement shall commence on the effective date indicated above and shall be in full force until **June 30, 2021**, unless terminated earlier by either party in accordance with the terms of this Agreement. No work may be initiated under this Agreement until it has been fully executed by all parties. The term of this agreement may be extended if mutually agreed to in writing by the County and MES.

ARTICLE V - UNCONTROLLABLE CIRCUMSTANCES

Section 501. Effect of Uncontrollable Circumstances. A party to this Agreement is not in default under this Agreement or liable to the other party for its failure to perform obligations under this Agreement, if such failure results from an Uncontrollable Circumstance. Each party must diligently overcome or remove such Uncontrollable Circumstance as soon as possible. A party claiming the benefit of this Section 501 must give prompt written notice of such claim to the other party, and must provide the other party with reasonably requested information concerning the nature of such claim and the efforts to overcome or remove the Uncontrollable Circumstance. Any date by which any obligation under this Agreement must be performed shall be extended to the extent reasonably necessary to allow for delay due to an Uncontrollable Circumstance.

Section 502. Repairs Required As A Result of Uncontrollable Circumstances. As soon as possible after an Uncontrollable Circumstance effecting MES's obligations under this Agreement, MES shall give the County a written statement describing in reasonable detail the Uncontrollable Circumstance and its cause (to the extent known to MES), a description of the conditions delaying the performance of MES's obligations, a preliminary description of any repairs, replacement or

Kent County, Maryland – Maryland Environmental Service
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rehabilitation required to be made, and an estimate of the cost of such work. The County will consult with MES as to whether and how any repairs, replacement or rehabilitation will be made but the County will have sole authority to determine if and how such repairs, replacement or rehabilitation will be made. MES shall have no obligation to fund any repairs, replacement or rehabilitation due to an Uncontrollable Circumstance.

ARTICLE VI - TERMINATION

Section 601. Termination for Cause. Either party may terminate this Agreement for cause listed below if, within thirty (30) calendar days' written notice of intent to terminate, the party alleged to be in violation hereof has not corrected, or commenced to correct, the violation.

Section 602. County Termination for Cause. Cause sufficient for termination by the County shall be: (a) negligent management of design or construction or provision of service by MES, or any MES third party contractor.

Section 603. MES Termination for Cause. Cause sufficient for termination by MES shall be: (a) expressly subject to Sections 303 and 304 of this Agreement, failure of the County to make any payment within thirty (30) calendar days of the date when due; or (b) material breach of the terms of this Agreement by the County.

ARTICLE VII - INDEMNIFICATION

Section 701. Indemnification by the Parties. In accordance with Applicable Law and MES insurance, as provided in Article IX, the parties, their respective employees, agents and officials (collectively, each an "Indemnitor") agrees to indemnify and hold the other party (an "Indemnatee") harmless from and against any and all losses or liabilities incurred by the Indemnatee which arise out of or are in consequence of the performance or nonperformance of this Agreement to the extent such losses or liabilities are due to the fault or negligence of the Indemnitor. As used in this Section 701, the phrase, "losses or liabilities" shall include but not be limited to, actual expenditures or legal liability in connection with bodily injury (including, but not limited to, death) to any person, damage (including, but not limited to, loss of use) to any property (public or private), actionable contamination of the environment under applicable law, or alleged violation of permits, statutes, rules or regulations, or orders (including, but not limited to, fines or penalties) of any governmental entity with jurisdiction over the parties for purposes of enforcement of applicable law. The term "Indemnatee" shall include elected officials, directors, officers, employees, and agents of the Indemnatee, provided that no such elected official, director, officer, employee, or agent of any Indemnatee hereunder shall be or become personally liable for any such losses or liabilities.

Section 702. Indemnification by MES's Subcontractors. MES's service subcontractors shall indemnify and hold harmless the County, its employees, agents and officials from and against any and all losses or liabilities incurred by the County, as that phrase is defined in Section 701 of this Agreement, which arise out of or are in consequence of the performance or nonperformance of

Kent County, Maryland – Maryland Environmental Service

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this Agreement to the extent such losses or liabilities are due to the fault or negligence of such service subcontractor.

Section 703. County's Obligations Limited. The County's obligation under this Article is expressly limited for the County, its officers, officials, employees and agents pursuant to Section 5-301, *et seq.*, of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, as from time to time amended, and such additional amounts as may be specifically appropriated by the County in discharge of the County's obligations under this Section.

Section 704. MES's Obligations Limited. MES's obligations under this Article are expressly limited for MES, its officers, officials, employees and agents under Sections 12-101, *et seq.* of the State Government Article of the Annotated Code of Maryland, as from time to time amended, and such additional amounts as may be specifically appropriated by the Maryland General Assembly in discharge of MES's obligations under this Section.

Section 705. No Joint or Several Liability. The parties agree that nothing contained in this Agreement is intended to imply or create any joint and several liability between the parties for the wrongful acts, omissions or negligence of any single party.

ARTICLE VIII - LIMITATION OF LIABILITY

The parties hereto expressly agree and understand that the indemnity obligations of the parties under this Agreement shall be limited to those direct and provable liabilities and losses which arise out of or are in consequence of the performance or nonperformance of each party under this Agreement, to the extent such losses or liabilities are due, in whole or in part, to the fault or negligence of the party. In no event, whether based upon contract, tort or otherwise, arising out of the performance or nonperformance of MES or the County of their respective obligations under this Agreement, shall a party to this Agreement be liable or obligated in any manner to pay special, consequential or indirect damages to the other party. The execution and delivery of this Agreement shall not impose any personal liability on the members, officers, elected or appointed officials, employees or agents of MES or the County. NOTHING CONTAINED IN THIS AGREEMENT IS INTENDED TO OR SHALL BE CONSTRUED TO WAIVE ANY IMMUNITY POSSESSED BY MES OR THE COUNTY, OR THEIR RESPECTIVE ELECTED OR APPOINTED OFFICIALS, OFFICERS, DIRECTORS AND EMPLOYEES, WHICH HAS NOT BEEN WAIVED BY EXISTING LAW.

ARTICLE IX - INSURANCE

MES shall obtain and keep in force, during the term of this Agreement, insurance as it deems prudent and as legally required by Applicable Law, to the extent it is available and can be obtained for an amount which is reasonable, and which shall not be less than the maximum self-insurance provided by the Treasurer of Maryland pursuant to the State Finance and Procurement Article, Sections 9-105(a) and (c), Annotated Code of Maryland, including, but not limited to, any

Kent County, Maryland – Maryland Environmental Service

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currently existing workers' compensation liability insurance. MES may provide any such insurance through a self-insurance program of MES or of the State of Maryland.

ARTICLE X - REPRESENTATIONS AND WARRANTIES

Section 1001. Representations and Warranties of MES. MES hereby makes the following respective representations and warranties, as of the date of execution and delivery of this Agreement, to and for the benefit of the County:

- A. MES is a body politic and corporate validly existing under the Constitution and laws of Maryland with full legal right, power and authority to enter into and perform its obligations under this Agreement.
- B. MES has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by MES and constitutes a legal, valid and binding obligation of MES, enforceable against MES in accordance with its terms.
- C. Neither the execution or delivery by MES of this Agreement, nor the performance of MES's obligations in connection with the transactions contemplated hereby, nor MES's fulfillment of the terms or conditions of this Agreement (i) conflicts with, violates or results in a breach of any Applicable Law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which MES is a party or by which MES or any of its properties or assets are bound, or constitutes a default thereunder.
- D. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery by MES of this Agreement except those that have been duly obtained or made.
- E. Except as disclosed to the County in writing, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of MES's knowledge, threatened, against MES, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of its obligations hereunder or in connection with the other transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Agreement or any agreement or instrument entered into by MES in connection with the transactions contemplated hereby.

Section 1002. Representations and Warranties of the County. The County hereby makes the following representations and warranties to and for the benefit of MES:

- A. The County is a corporate and politic of the State of Maryland and a body politic and corporate duly organized and validly existing under the Constitution and laws

Kent County, Maryland – Maryland Environmental Service

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of Maryland with full legal right, power and authority to enter into and perform its obligations under this Agreement.

- B. The County has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.
- C. Neither the execution or delivery by the County of this Agreement, nor the performance by the County of its obligations in connection with the transactions contemplated hereby, or the County's fulfillment of the terms or conditions of this Agreement (i) conflicts with, violates or results in a breach of any Applicable Law, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default thereunder.
- D. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery by the County of this Agreement except those that have been duly obtained or made.
- E. Except as disclosed to MES in writing, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the County's knowledge, threatened, against the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of its obligations hereunder, excepting *Marcas, LLC v. Board of County Commissioners* in the United States District Court for the District of Maryland.

ARTICLE XI - GENERAL PROVISIONS

Section 1101. Binding Effect. This Agreement shall inure to the benefit of the parties hereto and their respective affiliates, successors and assigns and shall be binding upon the parties hereto and their respective successors and assigns.

Section 1102. Further Assurances. Subject to the County's prior receipt and review of any and all such instruments, and provided such instruments are reasonably acceptable to the County and in accordance with all Applicable Laws, the County and MES shall each execute and deliver any instruments and perform any acts necessary and reasonably requested by the other party in order to give full effect to this Agreement.

Section 1103. Assignment. No party may assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignee hereunder shall fully assume the obligations of the assignor.

Kent County, Maryland – Maryland Environmental Service

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Section 1104. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated herein, and supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof.

Section 1105. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 1106. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Section 1107. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be amended without materially altering the intention of the parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect. This Section 1107 shall not affect or impair the provisions of Article V “Uncontrollable Circumstance” or Article VI “Termination.”

Section 1108. Waiver. No delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof.

Section 1109. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland should have exclusive jurisdiction to decide any question arising hereunder.

Section 1110. Authorization: Binding Obligation. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of all parties, and this Agreement is a valid and binding obligation of the parties, enforceable in accordance with its terms.

Section 1111. Non-Discrimination in Employment. MES agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individuals’ refusal to submit to a genetic test or make available the result of a genetic test.

Section 1112. Parties Contract Officers and Notice. Each party shall designate a Contract Officer and, on the date of execution of this Agreement, shall provide the other party with the Contract Officer’s name and address, and with phone numbers by which the Contract Officer can be contacted at any hour of the day or night for the duration of this Agreement. The County’s Contract Officer shall have full and complete authority to issue written approvals for MES to

Kent County, Maryland – Maryland Environmental Service
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expend costs not anticipated in the Scope of Services; provided such unanticipated costs do not exceed the Estimated Costs.

All notices, consents, invoices and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and may be sent by facsimile, delivered by hand or mailed by first class certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized delivery service, and in any case shall be addressed as follows:

If to the County:

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

With a Copy to:

William A. Mackey, DPHZ Director
Kent County Government
400 High Street
Chestertown, MD 21620

If to MES:

Maryland Environmental Service
259 Najoles Road
Millersville, Maryland 21108-2515
FAX: (410) 729-8220
Attention: Director

Changes in the respective addresses to which such notices, consents, invoices or other communications may be directed and may be made from time to time by any party by notice to the other party. Notices and consents shall be deemed to have been given when received.

Section 1113. Subletting, Assignment, or Transfer. The benefits and obligations hereunder shall inure to, and be binding upon, the parties hereto and their respective successors.

Section 1114. General Compliance with Laws. Each party shall comply with all Applicable Laws that affect performance or payment hereunder, or any materials, equipment, or employees connected in any manner whatsoever with such performance or payment.

Kent County, Maryland – Maryland Environmental Service
Page 11 of 11

IN WITNESS WHEREOF, the parties have executed this Agreement, to be effective as of the date specified herein.

KENT COUNTY

WITNESS:

Samie Watson

By: P. Thomas Mason
P. THOMAS MASON
COMMISSIONER PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Thomas N. Yeager
THOMAS N. YEAGER, ESQ.
COUNTY ATTORNEY

MARYLAND ENVIRONMENTAL SERVICE

WITNESS:

DocuSigned by:
Jana Leck
A959FFAFE5A489...

DocuSigned by:
By: Charles C. Glass
8EECBBA30114FA...
Charles C. Glass; Ph.D., P.E.
Director

Approved for Form & Legal Sufficiency
this 2nd day of July 2020:

DocuSigned by:
Sean Coleman
15FEFC0071A3426
Assistant Attorney General

Scope of Services

I. Environmental Management, Compliance Support and Field-based Efforts:

- a. MES can provide Environmental Program Management to support the MEA in its overall goal of compliance related to environmental regulations. Support may include but not be limited to: on-site construction management services; facilities management and improvements; general subcontractor procurement and management; project and compliance reporting and permitting, materials management; health & safety management; contract laboratory management and support including data QA/QC; regulatory interaction; public outreach programs; infrastructure management and capital improvements planning (stormwater, wastewater collection, treatment, etc.); and engineering services.
- b. MES can provide services related to Total Maximum Daily Load (TMDL) regulations and requirements. Services may include: baseline field sampling; regulatory liaison and reporting; professional and expert consulting; Surveying services and GIS mapping services; watershed impact analysis, and design, construction of treatment systems.
- c. MES can provide underground utility locating and clearing services as part of our field safety initiatives. As required, Miss Utility is contacted for any off-site, public property underground utility location process. Additionally, MES has the capacity to provide on-site underground utility locating services through a private contractor utilizing a soft-dig technology.
- d. MES can provide staff to work at MES and/or the MEA offices and facilities as needed to provide environmental management, support in the completion of environmental audits, and safety and risk management.
- e. MES can provide peak load assistance in the form of current MES staff or MES consultant assistance, expert subject matter assistance, environmental compliance support, auditing support, and/or individual project assistance.
- f. MES can provide the preparation of written reports of findings together with conclusions and recommendations, using a format agreed to by the MEA and MES.
- g. MES can provide comprehensive noxious weed control program services.
- h. MES can provide staff to inspect, operate and maintain client facilities, including, but not limited to, oil/water separators, water and wastewater collection and treatment facilities, pump stations and stormwater facilities.
- i. MES can provide staff and equipment to perform flow monitoring and flow studies in wastewater collection and stormwater systems;
- j. MES can prepare capacity management plans for wastewater treatment facilities;

Appendix A – Scope of Services

- k. MES can perform water audits and leak detection studies;
- l. MES can provide solid waste services such as facility planning, construction, operation and storm debris management.
- m. MES can provide wetland mitigation, delineation, identification, location, restoration, permitting and regulatory liaison support, as well as earth and forest disturbance plans and associated permits.
- n. MES can provide hydrologic, geologic and hydrogeologic analysis, as well as assessment studies and environmental impact statements.
- o. MES can provide comprehensive archaeological and historical studies and related support services in accordance with environmental impact assessments.
- p. MES can provide contract and vendor management services. This service can include scheduling, coordination, procurement, management and oversight, and invoicing review.
- q. MES can provide Material Safety Data Sheet (MSDS) electronic warehousing, organization and management services.
- r. MES can provide, through our Contract Laboratory program, rapid turnaround and cost effective analytical laboratory services.
- s. MES can provide comprehensive stormwater management program services, including, but not limited to, engineering design; field inspections; Illicit Discharge Detection and Elimination (IDDE) investigation; structure inventory; preparation of stormwater pollution prevention plans (SWPPP) and spill control and countermeasures plans (SPCC), and process troubleshooting.
- t. MES can perform corrective actions such as routine and site-specific maintenance; erosion and sediment control measures; dewatering services; grading; structure repair; minor dredging; grubbing and clearing; vegetation removal, and disposal, vendor coordination; and seeding.
- u. MES can provide traffic control services in accordance with the MEA traffic control plan for identified environmental projects and related contractual efforts.
- v. MES can provide comprehensive support for elements of environmental management systems related to operation of facilities, properties, programs and ancillaries.
- w. MES can support the development of standard operating procedures (“SOPs”), compliance permits, environmental management manuals, guidebooks and training manuals, and regulatory federal and state requirements.

Appendix A – Scope of Services

- x. MES can provide training services to assist in the areas of health & safety, SPCC Plans, stormwater management, policies and procedures, SOPs, geographic information systems (“GIS”) database training, and all other areas as deemed appropriate by the MEA.
 - y. MES can provide staff to perform management, assessment, reporting, sampling and monitoring services in accordance with National Pollutant Discharge Elimination System (NPDES) permits, local wastewater pretreatment permits and other permits as specified.
 - z. MES can provide comprehensive oil/water separator services including inspection, testing, sampling and analysis, removal, repair, maintenance, design, installation, development of preventative maintenance programs, and permitting.
- aa. MES can provide Indoor Air Quality (IAQ) services to include the investigation, plan writing, testing, sampling, analysis, abatement, waste management, associated training, disposal, regulatory interaction and notification, and subsequent reporting of potential lead-, asbestos-, mold-, and other IAQ issues.
- bb. MES can provide support in facilities management, construction management, operation and support services to include design, contracting, assessment, engineering, surveying, labor, materials, work order development, Maximo assistance and management, inventory control, field-based assistance, vehicle fuel management, crankcase oil testing and fuel cleaning/filtering.
- cc. MES can provide field and other such remedial efforts related to facilities and properties including, but not limited to, both the on-site and off-site treatment of hazardous and non-hazardous contaminated soils and groundwater. Site-specific treatment options to be detailed in individual Task Order Scopes and will be tailored to site-specific conditions. These options will include, but not be limited to, the implementation, design, installation and construction, operations and maintenance of such technologies as pump and treat (air-stripping), soil vapor extraction, air-sparging, advanced oxidation technologies, chemical treatment, bioremediation, excavation and disposal, incineration, underground storage tank removal, repair and/or closure, catalytic oxidation, and bulk transportation and disposal.
- dd. MES can provide drilling and excavation services for the purposes of subsurface investigative analysis.
- ee. MES can provide comprehensive emergency response services to include program development, management and technical support, schedule and contractor coordination, regulatory interaction, training, field-based services, lab packing, sampling and analysis, data management and tracking, manifesting, drum packing, transportation and disposal of both hazardous and non-hazardous drummed and bulk wastes.

Appendix A – Scope of Services

ff. MES can provide public outreach task management and services.

gg. MES can provide permit-related services including permit review, tracking, draft preparation and completion, management, execution, corrective actions and responses, requisite sampling and regulatory liaison services for MS4 permits, NPDES, industrial, water, stormwater, solid waste, et.al.

II. Energy-based Efforts:

- a. MES can provide support services related to renewable and alternate energy programs and services such as carbon footprinting, level-based energy audits, feasibility studies, management, evaluation, technical expertise and oversight, installation and construction/contracting services for solar, geothermal, wind (including wind analysis) and waste-to-energy. These support services can also be provided as part of planning for provision of emergency energy supply alternatives.
- b. MES can provide technical assistance with federal and state energy grants and in support of Agency management services.
- c. MES can perform energy analysis on site utility use and usage patterns to determine baselines for use.
- d. MES can provide energy benchmarking services in accordance with the U.S. Environmental Protection Agency's (EPA) ENERGY STAR Portfolio Manager program, for facilities including, but not limited to, schools, office buildings, multi-family housing buildings, universities, and wastewater treatment plants;
- e. MES can provide services to approve the buildings for receipt of the EPA ENERGY STAR rating, including knowledge of "Best Practices" in energy efficiency, conservation and renewable energy technologies for government and municipal buildings to help mitigate climate change.
- f. MES can perform energy needs analysis studies and energy efficiency audit services for residential, commercial and/or industrial facilities including, but not limited to, energy conservation measures, energy supply and demand analysis, energy source optimization, utility rate analysis, overview of operations, onsite assessments, photographic documentation, infrared photographic documentation and development of recommendations for energy savings, providing technical review and technical assistance with the design and installation of energy saving equipment or procedures
- g. MES can perform greenhouse gas (GHG) emissions inventory and assessment which should include but not be limited to ICLEI (International Council for Local and Environmental Initiatives [also known as Local Governments for Sustainability]) modeling, reporting and associated documentation;

Appendix A – Scope of Services

- h. MSE can provide services for LEED Certification or ICC (International Code Council) National Green Building Standard verification for new and/or existing residential, commercial and industrial facilities; and,
- i. MES can perform Energy Feasibility Studies for residential, commercial, and industrial sites, which shall include, but not be limited to complete utility analysis, identification of current and potential future energy needs of the site, research and recommendations for the potential use of various renewable energy technologies, and calculate potential energy savings and estimated pay back periods;
- j. MES can design and prepare of construction documents for residential, commercial, or industrial facilities, including but not limited to new, upgraded and or expansion of solar energy systems, wind energy systems, geothermal energy systems, gasification systems for conversion of organic materials
- k. MES can provide technical review of current or proposed policy, including but not limited to energy and environmental.

III. Geographic Information Systems (GIS) Efforts:

- a. MES can provide application and database development and management, web hosting, design recommendations, maintenance, training, warehousing and documentation services to support management of the quality of air, land, energy and water resources.
- b. MES can perform the following tasks as related to ESRI GIS programs and other software and data file types.
 - i. Digitizing and Data Conversion:
 - 1. Develop databases, geodatabase and GIS-based files, as well as update, merge, append and validate datasets related to GIS.
 - 2. Digitization of paper data sets, such as paper maps containing geographic boundaries or delineations that can be traced into a digital file to be used in a GIS.
 - 3. Data conversion of data from CADD to GIS, as well as outdated database files from no longer supported database software programs.
 - 4. Application development with ERSI's suite of GIS software packages to customize functions to meet the user's needs. Functions can be streamlined with the use of GIS applications and integrated applications development tools to aid the user through data collection, entry, reporting, and analysis.
 - ii. Preparation of software systems for reporting of EMS compliance and data collection, and for creating and maintaining a compliance support schedules that can be implemented by client and contractor staff.

Appendix A – Scope of Services

- iii. **Scanning, Digital Archiving, and File Management:** Tasks may include scanning and digital archiving of mapbook data and products, file storage, document management, and other duties that promote easier data access and management.
- iv. **Geo-referencing and map processing:** Tasks may include georeferencing to preserve historic or even pre-computer based maps. The scanning process of turning paper maps into digital maps, and the GIS task of georeferencing, or applying real-world coordinates to the map allows the historic maps to be used with newer, up-to-date GIS data layers on the computer.
- v. **Preparation and delivery of graphics and presentation of internal and external use in advancing the EMS program, using a format agreed to by the client and the Contractor.**
- vi. **Development of asset management systems to include inventory or all existing utility system components and listing and recording of asset attributes in a database.**

IV. Technical Services & Global Positioning System (GPS) Efforts:

- a. **MES can perform the following tasks as related to creation of mapbooks and datasets containing environmental field data:**
- b. **Hardware and Software:** can provide and/or support the hardware and software necessary to collect or manage environmental or energy data.
- c. **Configuration and Maintenance:** utilizing and configuring the appropriate hardware and software required to provide data to the client for the creation of mapbooks containing environmental field data.
- d. **Field Data Collection:**
 - i. coordinating field data collection activities with client personnel or with other federal, State and local agency staff.
 - ii. data collection of different datasets using various geo-location methods to support geospatial analyses.
- e. **Post-processing of Field Data:** differential correction of GPS data and entering data into databases managed by MEA.
- f. **Preparation of Mapping/GIS Procedure Manuals:** develop documents to ensure quality of work, data integrity, accuracy, and uniform procedures.
- g. **Survey Grade Data Collection:** The collection or location of data sets that require a positional accuracy to be of or near a tenth of a foot (0.10') quality for both the horizontal (X, Y) and vertical (Z) measurements. MES Surveyors will capture this data by using GPS technologies and/or conventional surveying methods under the guidance and supervision of a Licensed Surveyor.

Appendix A – Scope of Services

- h. **Sub-meter Data Mapping:** The collection or location of data sets that require a positional accuracy to be of or near one-meter quality for the horizontal (X, Y) measurements. Typically, this type of data capture is used for “mapping” quality GIS data. The vertical accuracy tends to be near two-meters with many standard sub-meter GPS.

v. GPS-guided Mapping System Efforts:

- a. With GPS guidance, GIS systems may be used or developed to allow users to navigate in the field via a map interface for routing and data location purposes. This is helpful in minimizing the times needed to locate a particular field site without having any prior visits.
- b. **Application Development:** MES can perform the following tasks as related to development of custom applications for data entry, spatial analysis, and internet/intranet access and interoperability.
- c. **Integrated Windows and GIS Data Collection and Management Applications:** Integrated custom application development and GIS provides the user with more useful and helpful data sets. Applying spatial analysis and reporting capabilities to the user in a custom, integrated fashion allows the user to be more productive and acquire results easier.
- d. **Internet/intranet Web Designed GIS and Data Management Applications:** Applying GIS and application development to the World Wide Web and local intranet servers allows user access to critical data sets such as iMap Invasives, a consortium developing an on-line, GIS-based, all-taxa invasive species mapping tool, and applications through such standard software as Internet Explorer.

TASK PROPOSAL BETWEEN

KENT COUNTY, MARYLAND

AND

MARYLAND ENVIRONMENTAL SERVICE

ENVIRONMENTAL SERVICES GROUP



Development Plan Review Services

Task Order #1

March 20, 2020

**Task Order #1: Development Plan Review Services
Kent County, MD**

Scope of Work

The purpose of this task is for Maryland Environmental Service (MES) to support Kent County, Maryland's Development Review program by providing civil engineering services to review site plans in accordance with Kent County, State, and Federal regulations pertaining to stormwater management.

A. Services Provided

MES will review civil engineering plans and computation reports for Plot Plan Development, Minor Site Plan Development, Major Site Plan Development, and Subdivision Plans. The primary plan type to be reviewed is stormwater management. Occasionally, the County may also request MES to review grading, drainage, record plat, adequate public facilities, and other plans/studies/computations as requested by the County. Plans will be reviewed for compliance with applicable local, State, and Federal regulations. Plan comments will be prepared by MES in PDF format and transmitted to the County for approval/transmission to the Applicant.

MES estimates providing these services for roughly one (1) calendar year. For the purpose of this proposal, MES has assumed the term of these services would involve the review of approximately fifty (50) plans, with an estimated standard turnaround time of two (2) weeks for MES comments.

Assumptions:

1. Communication between the design professional and the reviewer will flow through Kent County.
2. Kent County will be notified if plans cannot be reviewed within two (2) weeks of MES receipt.
3. Kent County will provide digital copies of all applicable regulations.
4. Kent County will provide access to all existing relevant data needed to perform this Scope of Work.
5. Reviews will be done on a "desktop" basis, with MES performing no site visits to verify existing conditions.
6. Attendance of meetings in Kent County is not anticipated.
7. Reviews are conducted for convenience only. The certifying design professional retains any and all liability associated with their final design plans.
8. MES can obtain services from an appropriate professional for specialized reviews.
9. MES performance, and that of its subcontractors, is not delayed or prevented due to causes arising from the COVID-19 health emergency,

B. Estimated Budget

The budget for this Task is based on fees for services rendered and is estimated at **\$130,000.00**. Kent County Government will only be invoiced for actual work performed. Please refer to Attachment A for a certified payroll roster listing MES labor classifications that may perform work under this task, including project management efforts. Labor rates will be charged according to the rates in effect at the time the work is performed.

In the event that specialized skills and unique qualifications outside of MES's expertise are needed to perform these services for the County, MES may utilize external vendors to fulfill requests for the support services required.

C. Task/Project Management

MES will invoice the County monthly for costs incurred under this task. In the event it is deemed necessary and agreed upon by both MES and Kent County, the Scope of Work can be modified for content, budget, and/or duration to better align with any and all evolving goals and/or expectations that are discovered through the duration of this project.

D. Technical/Task Contacts

William A. Mackey, AICP
Director of Planning, Housing, and Zoning
Kent County Maryland
400 High Street
Chestertown MD 21620
Telephone: 410-778-7473
wmackey@kentgov.org

John Groeger
Senior Engineer
Maryland Environmental Service
259 Najoles Road
Millersville, MD 21108
Telephone: 410-729-8375
jgroeger@menv.com

Kent County, Maryland
ENDORSEMENT of MES Task Order #1
March 20, 2020

FROM: Shelley L. Keller
County Administrator
Kent County Government

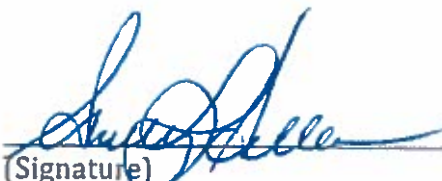
William A. Mackey, AICP
Director of Planning, Housing, and Zoning
Kent County, Government

TO: C. Jason Gillespie
Managing Director, Environmental Services Group
Water/Wastewater and Environmental Monitoring

SUBJECT: MES Task Order #1 – Proposal
Development Plan Review Services

RE: Kent County, Maryland
Maryland Environmental Service (MES) Contract No. _____

1. This endorsement constitutes Kent County's acceptance of MES's proposal for MES Task Order #1 Development Review Services, at a budget of \$130,000.00, as described in the attached letter and proposal.


(Signature) 06/16/20
(Date)
Shelley L. Keller
County Administrator

cc: M. Hicks, MES
S. Merkel, MES

Kent County, MD
Task #1: Development Plan Review Services
Attachment A
Certified Payroll Roster

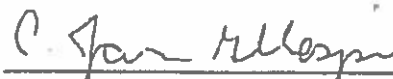
**MARYLAND ENVIRONMENTAL SERVICE
ENVIRONMENTAL SERVICES GROUP
PAYROLL CLASSIFICATIONS FY 2020**

CLASSIFICATION	HOURLY RATE
<u>PROGRAM MANAGEMENT</u>	
DIVISION CHIEF, ENV MON	\$ 130.00
DIVISION CHIEF, GES	\$ 130.00
<u>PROJECT MANAGEMENT</u>	
SECTION CHIEF, GIS	\$ 120.00
MANAGER, GIS	\$ 115.00
ENVIRONMENTAL SECTION CHIEF	\$ 115.00
ASST ENV SECTION CHIEF	\$ 105.00
<u>PROJECT ACTIVITIES</u>	
LEAD ELECTRICIAN	\$ 65.00
SR ELECTRICIAN	\$ 60.00
ELECTRICIAN	\$ 55.00
LEAD ENGINEERING TECHNICIAN	\$ 75.00
SENIOR ENGINEERING TECH	\$ 70.00
ENGINEER TECHNICIAN	\$ 60.00
ELECTRICAL/ELECT CONTROL TECH	\$ 60.00
SR ELECTRICAL/ELCT CONTROL TECH	\$ 80.00
SR LEAD ENVIRONMENTAL SPEC	\$ 105.00
LEAD ENVIRONMENTAL SPECIALIST	\$ 90.00
SR ENVIRONMENTAL SPECIALIST	\$ 75.00
ENVIRONMENTAL SPECIALIST	\$ 65.00
ENVIRONMENTAL SPEC TRAINEE	\$ 60.00
LEAD GIS SPECIALIST	\$ 95.00
SENIOR GIS SPECIALIST	\$ 85.00
SPECIALIST, GIS	\$ 75.00
GIS SPECIALIST TRAINEE	\$ 65.00
GRANTS ADMINISTRATOR/AGENCY ENERGY COOR	\$ 90.00
LEAD INSPECTOR	\$ 75.00
INSPECTOR	\$ 60.00
LABORER	\$ 45.00
SR LEAD MAINTENANCE SUPERVISOR	\$ 105.00
LEAD MAINTENANCE SUPERVISOR	\$ 95.00
SR MAINTENANCE SUPERVISOR	\$ 85.00
MAINTENANCE SUPERVISOR	\$ 75.00
SENIOR LEAD MECHANIC	\$ 75.00
LEAD MECHANIC	\$ 65.00
SENIOR MECHANIC	\$ 60.00
MECHANIC	\$ 55.00
MECHANIC TRAINEE	\$ 45.00
ASSISTANT ENGINEER	\$ 75.00
ASSOCIATE ENGINEER	\$ 85.00
SENIOR PROJECT MANAGER	\$ 110.00
SENIOR ENGINEER	\$ 120.00
SENIOR ENGINEER - CONSTRUCTION	\$ 130.00
SENIOR SURVEYOR	\$ 110.00
LEAD SURVEY TECHNICIAN	\$ 85.00
SENIOR SURVEY TECHNICIAN	\$ 70.00

**MARYLAND ENVIRONMENTAL SERVICE
ENVIRONMENTAL SERVICES GROUP
PAYROLL CLASSIFICATIONS FY 2020**

CLASSIFICATION	HOURLY RATE
SURVEY TECHNICIAN	\$ 65.00
SURVEY TECHNICIAN TRAINEE	\$ 60.00
SR MGR, SOFTWARE APPLICATIONS	\$ 115.00
LEAD SOFTWARE APPLICATIONS SPECIALIST	\$ 95.00
SR SOFTWARE APPLICATIONS SPECIALIST	\$ 85.00
SOFTWARE APPLICATIONS SPECIALIST	\$ 75.00
SENIOR LAB SCIENTIST	\$ 70.00
SENIOR SAMPLER	\$ 60.00
SAMPLER	\$ 50.00
CHIEF OF SAFETY & ENV COMPLIANCE	\$ 130.00
SAFETY OFFICER	\$ 75.00
ENV COMPLIANCE ASSOCIATE	\$ 65.00
SECTION CHIEF - ENGINEERING	\$ 130.00
ENV SYS REGIONAL SUPERVISOR	\$ 110.00
ENV SYS ASSIST REG SUPERVISOR	\$ 90.00
ENV SYS SUPV	\$ 80.00
SR OPERATOR	\$ 60.00
OPERATOR	\$ 55.00
OPERATOR PENDING	\$ 50.00
OPERATOR-IN-TRAINING	\$ 45.00
<u>ADMINISTRATIVE</u>	
ADMINISTRATOR	\$ 90.00
SENIOR MANAGEMENT SPECIALIST	\$ 75.00
MANAGEMENT SPECIALIST	\$ 65.00
SENIOR ADMIN SPECIALIST	\$ 65.00
ADMINISTRATIVE SPECIALIST	\$ 55.00
INTERN	\$ 40.00
INTERN (UNPAID)	\$ -

APPROVED BY:


C. JASON GILLESPIE, MANAGING DIRECTOR

3/6/2020
DATE

**AMENDATORY AGREEMENT
BETWEEN
MARYLAND ENVIRONMENTAL SERVICE
AND
KENT COUNTY**

(MES Contract No. 2-20-4-36)

THIS AMENDATORY AGREEMENT, dated this 29th day of June, 2021, by and between the Maryland Environmental Service, a body politic and corporate constituting an instrumentality of the State of Maryland (hereinafter referred to as the ("Service")) and the Kent County (hereinafter referred to as the "County").

R E C I T A L S

WHEREAS, the parties entered into an Intergovernmental Agreement (hereinafter referred to as the ("Agreement")) dated July 2, 2020 for MES to provide timely engineering and technical services to the County on an as needed basis in order to help respond to the County's environmental requirements; and

WHEREAS, the County and the Service desire to amend the Agreement to extend the contract another six (6) months until the County resume the duties with their own forces; and

WHEREAS, both the MES and the County consent to enter into this AMENDMENT of the Agreement; and

NOW, THEREFORE, for and in consideration of the premises and agreements herein set forth, the parties hereto agree to amend the Agreement as follows:

I. AMENDMENT

1. MES shall continue to provide timely engineering and technical services to the County on an as needed basis for a period of six (6) months commencing on June 30, 2021.
2. The term of work shall be extended from June 30, 2021 to December 31, 2021. 

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
KENT COUNTY
CONTRACT I.D. NO. 2-20-4-36
Page 2**

II. GENERAL

- A. Except as modified by this AMENDMENT, the provisions of the Agreement shall remain in full force and effect.
- B. This AMENDMENT shall inure to and be binding upon the parties hereto, their agents, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT to Agreement 2-20-4-36 dated June 11, 2021 to be executed and delivered as of the date first set forth above.

MARYLAND ENVIRONMENTAL SERVICE

Amanda Cooper
WITNESS

BY: William C. Kessel
WILLIAM C. KESSEL
MANAGER, CONTRACTS ADMINISTRATION

Approved as to form and legal
sufficiency this 14th day of
June, 2021.

Sean L. Coleman
Assistant Attorney General

KENT COUNTY

Samuel Watson
WITNESS

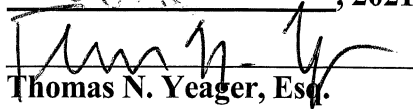
BY: P. Thomas Mason

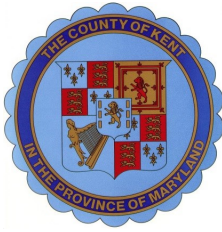
NAME: Mr. P. Thomas Mason
TITLE: Commissioner President

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
KENT COUNTY
CONTRACT I.D. NO. 2-20-4-36
Page 3**

Approved as to form and legal
sufficiency this 28th day of

June, 2021.


Thomas N. Yeager, Esq.
County Attorney



Bill Mackey, Director, Planning, Housing, and Zoning
6/29/2021
County Commissioners Meeting

Item Summary:

On March 30, 2021, the County Commissioners adopted Resolution No. 2021-03 authorizing application for Emergency Rental Assistance Program (ERAP) funds to provide for a **rental assistance program** by subrecipient Maryland Rural Development Corporation. The grant request for \$1,332,475⁰⁰ was awarded.

The attached agreement with the Maryland Department of Housing and Community Development sets forth terms and conditions for receipt of the money. In the case of this grant, the County has contracted with Eleventh House Solutions to manage and administer the grant.

ATTACHMENTS:

Description

ERAP Agreement for Signature

06.29.21 Emergency Rental Assistance Program Grant Agreement (ERAP) By and Between the Department of Housing and Community Development and the County Commissioners of Kent County, Maryland Rural Development Corporation,

EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT (ERAP)

THIS EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (as defined in Section 17 hereof) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland (the "**Department**"), and the County Commissioners of Kent County, a **body politic and corporate entity** of the State of Maryland (F.I.D. 52-6000974) (the "**Grantee**").

RECITALS

WHEREAS, the Department receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, the Department distributes funding received for the Program to eligible recipients (the "**Grantees**"). The Grantees are authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the Grantee may distribute all or any portion of funding received under the Program to State of Maryland (the "**State**") nonprofit organizations or local government agencies providing services to eligible recipients of Program funds (the "**Subrecipients**") or directly to eligible households.

WHEREAS, Grantee has submitted an application (the "**Application**") or a plan (the "**Plan**") to the Department, and the Application or Plan, as applicable, describes certain activities which are eligible for funding under the Program.

WHEREAS, in reliance upon the statements, representations and certifications contained in the Application or Plan, as applicable, the Department has approved a grant award to Grantee.

WHEREAS, the provisions of the Act, the Regulations, and the Department's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

IN CONSIDERATION of the Recitals (which are incorporated herein by reference) and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant; Department's Program Manager.

- a) The Department shall provide Grantee grant funds in an amount not to exceed One Million, Three Hundred Thirty Two Thousand, Four Hundred Seventy Five and 00/100 Dollars (\$ **1,332,475.00**) (the “**Grant**”). Disbursement of the Grant is subject to the availability and receipt of grant funds from Treasury.
- b) Grantee shall use the Grant to carry out the approved activities described in the attached **Exhibit A** (the “**Project**”). Grantee certifies its activities are eligible activities as set forth in the Act.
- c) The Department designates the Program Manager to serve as the Department's program coordinator for this Agreement (the “**Program Manager**”).

2) Intentionally deleted.

3) Expenditure of the Grant.

- a) Grantee may use a portion of the Grant, as determined by the Department and in accordance with the Act, for its administrative expenses attributable to providing financial assistance and housing stability services.
- b) The expenditure period for the Grant (the “**Grant Period**”) shall commence on February 1, 2021 and terminate on September 30, 2022 (the “**Termination Date**”).
- c) All expenses related to approved activities which will be paid for with the proceeds of the Grant must be incurred during the Grant Period. The Department, in its sole discretion, may approve expenses incurred outside of the Grant Period.
- d) To ensure Grant funds are spent quickly on eligible activities, the following progressive expenditure deadlines and recapture provisions apply:
 - A. If the Grantee has not expended at least 50 percent (50%) of the Grant on or before July 30, 2021, the Department may recapture and reallocate the Grant funds that have not been expended.
 - B. If the Grantee has not expended at least 75 percent (75%) of the Grant on or before September 30, 2021, the Department may recapture and reallocate the Grant funds that have not been expended.
- e) Grantee shall return any Grant funds that have not been expended in accordance with Section 3 immediately to the Department, and Grantee shall have no further rights with respect to such funds. The Department shall have the rights and remedies with respect to unexpended funds as provided by Section 10.

4) Applicability to Subrecipients.

- a) In the event that the approved Grant activity is to be performed by a Subrecipient, the provisions of this Agreement, the Act, the Policy Guide, and the Regulations shall be binding on such Subrecipient. This shall be accomplished by written agreement between Grantee and the Subrecipient that includes, at a minimum, the provisions set forth in the attached **Exhibit B** (the “**Sample Subrecipient Agreement**”). Where the term “**Grantee**” appears in this Agreement it shall be interpreted to include any Subrecipient. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, the Policy Guide, and the Regulations.
- b) If a Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

5) Disbursement.

- a) The Department, in its sole discretion, may disburse the Grant in advance of, or as reimbursement for, expenditures by Grantee for the approved activities upon receipt by the Department of a completed request for disbursement in the manner and form determined by the Department. A request for disbursement shall identify in detail all expenses incurred or to be incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses required by the Department. A request for reimbursement must be based on the actual expenses incurred by Grantee for approved grant activities and Grantee's actual cash disbursement for approved grant activities.
- b) **All requests for disbursement must be submitted to the Department on a monthly basis**, in the manner and form determined by the Department. Grantee shall submit a household applicant report (the “**Monthly Household Applicant Report**”) as an attachment to each request for disbursement.
- c) The Department reserves the right not to disburse any Grant funds if, in the Department's determination:
 - A. Grantee has failed to supply a material fact in a request for disbursement;
 - B. Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;
 - C. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the Policy Guide; or
 - D. Grantee is in default under any other term or condition contained in this Agreement.

6) Records; Data Collection and Reporting Requirements; Inspections.

- a) General Requirements of Records. Grantee shall maintain accurate financial records in a form acceptable to the Department of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Grantee shall provide the Program Manager with copies of any audits performed on Grantee's records by other entities. Grantee shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Department upon request.
- b) Data Collection and Reporting Requirements.
 - A. Grantee shall, and shall require its Subrecipient(s) to, collect certain data from each household applicant in accordance with the Department's standards as described in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
 - B. Grantee shall implement, and shall require its Subrecipient(s) to implement, sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
 - C. Grantee will submit regular reports, including the Monthly Household Applicant Report, in the manner and form determined by the Department.
 - D. Grantee shall bear primary responsibility for the accuracy of all data submitted to the Department. If incorrect data is discovered post-submission, Grantee will notify the Department promptly in writing and resubmit corrected data in accordance with the time limits and requirements set forth in the Policy Guide.
 - E. The Grantee acknowledges that the Department has ownership of all information submitted to the Department.
 - F. In the event that the database into which the Grantee submits its data ceases to exist, the Grantee will be notified and provided reasonable time to access and save applicable statistical and frequency data. The aggregate data up to the point of termination may be either electronically or physically stored by the Department for future reference.
 - G. Grantee is responsible for meeting any additional reporting requirements that Treasury or the Department determine is necessary.
- c) Inspection. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the

discretion of the Department. The Department may conduct inspections of the Project at any time during the term of this Agreement.

7) General Covenants.

- a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by Treasury, the Department and the State with respect to the use of Grant funds.
- b) Grantee must notify and obtain written approval of the Program Manager for any change in the allocation of funds in the budget line items set forth in the Project. A written approval of a change in the budget from the Program Manager will not require an amendment to this Agreement, so long as the amount of the Grant does not change.
- c) Grantee shall establish a formal written process, satisfactory to the Department, to address the termination or denial of any assistance under the Program.
- d) Grantee and Subrecipients shall participate in all applicable required trainings offered by the Department in relation to the Program.

8) Grantee's Certifications. Grantee certifies to the Department that:

- a) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is a part, and has all requisite power and authority to enter into and consummate the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
- c) Insofar as the capacity of Grantee to carry out its obligation under this Agreement is concerned: (A) Grantee is not in material violation of its charter, any statute, rule or regulations, or any mortgage, indenture, agreement, instrument, judgment, decree, order, and (B) the execution and performance of this Agreement will not result in any such violation.
- d) A person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- e) The representations, statements, certifications and other matters contained in the Application or the Plan, as applicable, are and remain true and complete in all material

respects.

- f) Grantee has or shall comply with all special conditions set forth in the attached **Exhibit C**.
- g) All federal, State and local government approvals, permits and reviews which may be required to begin and complete the Project have been obtained or Grantee has reasonable assurances that they will be obtained.
- h) Grantee certifies that all of the Grant funds will be used for eligible Program activities as defined in the Act and Regulations.
- i) Any portion of the Grant which Grantee has given to a Subrecipient is being used and will continue to be used for eligible activities as set forth in the Act and Regulations.
- j) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
 - A. Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
 - B. Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
 - C. Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

9) **Certifications Regarding the Program.**

- a) Grantee will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program.
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as **Exhibit D**.

- c) Grantee will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and any related regulations, insofar as it is applicable to the Grantee and Subrecipients.
- d) In the event that Grantee or its Subrecipients provide direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.
- e) Grantee may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.

10) Default, Repayment and Remedies; Termination.

- a) A default under this Agreement shall occur if:
 - A. Grantee fails to expend the Grant funds within the time frames set forth in Section 3;
 - B. There is any use of the Grant by Grantee, or any Subrecipient, for any purpose other than as authorized by the Act, the Regulations, the Policy Guide, and this Agreement, and as specifically described in the Project Description attached as **Exhibit A**; or
 - C. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application or Plan, as applicable.
- b) If a default described in Section 10(a)(A) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any Grant funds not expended within the time frames set forth in Section 3 of this Agreement.
- c) Other than as set forth in Section 10(b) of this Agreement, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have 30 days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
- d) Notwithstanding the foregoing notice and cure period set forth in Section 10(c), in the event that Treasury requires the repayment of any Grant funds, Grantee shall immediately return the Grant funds to the Department.
- e) In the event of termination of the Agreement, whether due to default or otherwise:

- A. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
 - B. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
- f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
 - g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 11) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “**LGTC**A”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department’s negligence or willful misconduct or the negligence or willful misconduct of the Department’s officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section 11.
- 12) Notice Regarding Disclosure of Information Relating to the Project.
- a) The Department intends to make available to the public certain information regarding the Project and the Grantee.
 - b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.
 - c) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the “**PIA**”). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and

description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application or Plan, as applicable;; a copy of the Application or Plan; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions or matching funds from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

13) Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:
ERAP Program Manager, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Rd, Lanham, MD 20706.
- b) Communications to the Grantee shall be mailed to:

Neoma Rohman-Salvaje, Grant Administrator
Eleventh House Solutions
4023 Kennett Pike, Suite 50363
Wilmington, DE 19807

William A. Mackey, AICP, Director
Kent County Department of Planning, Housing, and Zoning;
400 High Street, Suite 103
Chestertown, MD 21620

14) Amendment. Other than as set forth in Section 7(b), this Agreement or any part hereof may be amended from time to time only by a written instrument executed by both of the parties.

15) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

16) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without giving effect to its conflict of laws provisions.

17) Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the "**Effective Date**") until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department,

and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.

- 18) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS, the parties hereto have caused this Emergency Rental Assistance Program Agreement to be executed under seal by its duly authorized officer(s) as of the Effective Date.

WITNESS/ATTEST: President, County Commissioners of Kent County

Witness Signature

By: _____ (SEAL)
Name: _____
Title: _____

DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT, a
principal department of the State of Maryland

Witness Signature

By: _____ (SEAL)
Kenneth C. Holt
Secretary

Date Executed on behalf of Department
(Effective Date)

Approved for form and legal sufficiency
by Assistant Attorney General

Attachments

- Exhibit A - Project
- Exhibit B - Sample Subrecipient Agreement (Executed Subrecipient Agreements to be maintained in Grantee's Records)
- Exhibit C - Special Conditions
- Exhibit D - Certification Prohibiting the Use of Federal Funds for Lobbying
- Exhibit E - Debarment Affidavit (for nonprofit organizations to complete)
- Exhibit F - Nonprofit Subrecipient Certifications (as applicable)
- Exhibit G - Subaward Data
- Exhibit H - Sample Corporate Resolution (for nonprofit organizations)

EXHIBIT A

Page intentionally left blank for Exhibit A budget template,
to be finalized by DHCD upon grant agreement execution.

EXHIBIT B

SAMPLE EMERGENCY RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this ____ day of _____, 20__ by and between _____, a **[corporate entity incorporated][limited liability company formed]** under the laws of the State of Maryland (hereinafter referred to as "**Subrecipient**") and _____, a **[body politic and corporate][corporate entity][limited liability company]** of the State of Maryland (hereinafter called the "**Grantee**").

EXPLANATORY STATEMENT

WHEREAS, the Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, DHCD has awarded Grantee a Program grant (the "**Grant**") for the period February 1, 2021 through September 30, 2022. Grantee is authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the provisions of the Act, the Regulations, and DHCD's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

WHEREAS, Grantee has agreed to comply with the requirements of the Program as set forth in its Grant Agreement with DHCD (hereinafter the "**Contract**"), has designated Subrecipient to provide services according to the application Grantee submitted to DHCD, and has allocated some or all of its award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the operation of the "Project" as outlined in the Contract.
2. The provisions of this Agreement, the Contract, the Act, the Policy Guide, and the Regulations shall be binding on the Subrecipient.

3. Grantee, as recipient of grant funds, shall reimburse or advance Subrecipient monthly in an amount equal to the actual expenses incurred or expected to occur for approved Grant activities as certified to Grantee by Subrecipient in its request for disbursement. Receipt of the Grant funds from DHCD is a condition precedent to the Grantee's disbursement obligation as set forth in this paragraph.

4. Records; Reporting Requirements; Inspections.

- a) General Requirements of Records. Subrecipient shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Subrecipient shall provide the Grantee with copies of any audits performed on Subrecipient's records by other entities. Subrecipient shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Grantee or DHCD upon request. Reports will be provided to Grantee's Contact set forth in Section 8 of this Agreement for approval and forwarding to DHCD by the Grantee.
- b) Data Collection and Reporting Requirements.
 - A. Subrecipient shall collect certain data from each household applicant in accordance with DHCD's standards as set forth in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
 - B. Subrecipient shall implement sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
 - C. Subrecipient will submit regular reports, including the Monthly Household Applicant Report, to the Grantee in the manner and form determined by DHCD.

5. Certifications Regarding the Program.

- a) Subrecipient will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program;
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit D to the Contract.
- c) In the event that Subrecipient provides direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following

receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.

- d) Subrecipient may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.

6. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

7. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the Project between this Agreement and the Contract the terms of the Contract shall prevail.

8. Subrecipient acknowledges that the Grantee has designated _____ whose title and address are _____ to administer the Contract. This designation may be revised from time to time by Grantee by written notice to Subrecipient.

9. Subrecipient shall participate in all applicable required trainings offered by DHCD in relation to the Program.

10. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State of Maryland (the "**State**") and federal laws and requirements.

11. Nondiscrimination, Fair Practices, and Drug And Alcohol Free Certifications:

- a) Subrecipient certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
- b) Subrecipient shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

- c) Subrecipient shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

12. If Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

13. A person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

14. A default under this Agreement shall occur if there is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement.

15. This Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient beyond the period ending September 30, 2022.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

GRANTEE NAME

Witness Signature

By: _____ (SEAL)
Signature

Name: _____
Title: _____

WITNESS/ATTEST:

SUBRECIPIENT NAME

Witness Signature

By: _____ (SEAL)
Signature

Name: _____
Title: _____

EXHIBIT C

EMERGENCY RENTAL ASSISTANCE PROGRAM – SPECIAL CONDITIONS

Grantee's Emergency Rental Assistance Program grant has been approved with the following conditions [if none, so state]: **NONE**

EXHIBIT D

EMERGENCY RENTAL ASSISTANCE PROGRAM – CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

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

Full Name of the Grantee

By: _____
Authorized Signature for the Grantee

Date

Printed Name and Title

EXHIBIT E

**EMERGENCY RENTAL ASSISTANCE PROGRAM
DEBARMENT AFFIDAVIT**

Intentionally left blank - not required for county governments.

EXHIBIT F

EMERGENCY RENTAL ASSISTANCE PROGRAM CERTIFICATION WITH RESPECT TO NONPROFIT SUBRECIPIENTS (“NPS”)

The undersigned certifies that:

- (1) Grantee has examined executed originals or certified copies of the NPS’s articles of incorporation and by-laws or articles of organization and operating agreement, and any amendments thereto, authorizing resolutions and good standing certificate.
- (2) Grantee has verified that the NPS is duly organized, validly existing and in good standing under the laws of the state of Maryland. The NPS has all requisite power and authority and all governmental certificates of authority, licenses, permits and qualifications to carry out the Project on Grantee’s behalf and in accordance with the terms and conditions of the Grant Agreement.
- (3) Based on Grantee’s knowledge and inquiry of the NPS, there is no litigation or investigation pending or threatened, or any judgment or order entered against the NPS or its assets at law or equity by or before any governmental instrumentality or agency having jurisdiction over the NPS.

This certification is a material representation of fact upon which reliance was placed when the Grant Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Grant.

GRANTEE:

By: _____ (SEAL)

Name: _____

Title: _____

Date

EXHIBIT G

FEDERAL AWARD IDENTIFICATION

1	Grantee (Sub-recipient) Name:	County Commissioners of Kent County
2	DHCD DUNS Number	028492598
	Sub-recipient DUNS Number	086131901
3	Federal Award Identification Number (FAIN)	ERA0386
4	Date of Award to DHCD by Treasury	1/25/2021
5	Sub-award Period of Performance Start Date & End Date	February 1, 2021 – September 30, 2022
6	Amount of Federal Funds Obligated by this Agreement to the Sub-recipient by DHCD	\$1,332,475.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient by DHCD (Including the current Obligation) for Federal Fiscal Year 2021	
8	Federal Award Project Description	ERAP assists eligible households that have difficulty making timely payments of rent and utilities due to the COVID-19 pandemic. Financial assistance for eligible households includes payment of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due, directly or indirectly, to the COVID-19 pandemic. Funds may also be used to provide housing stability services to eligible households, including case management, other services intended to keep households stably housed, and administrative costs.
9	Name of Federal Awarding Agency	U.S. Department of the Treasury
	Contact Information for DHCD Awarding Official	Stuart Campbell, Director, Office of Community Services Programs 301-429-7516, stuart.campbell@maryland.gov
10	CFDA Name and Number	21.023 - Emergency Rental Assistance Program
	Dollar Amount Made Available under the Federal Award	\$258,076,806
11	Is the Federal Award for R&D?	No
12	DHCD's Indirect Cost Rate	88.71%
	Sub-recipient's Indirect Cost Rate for Federal Awards	

EXHIBIT H

SAMPLE CORPORATE RESOLUTION FOR NONPROFIT ORGANIZATIONS

Intentionally left blank - not required for county governments.

EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT (ERAP)

THIS EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (as defined in Section 17 hereof) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland (the "**Department**"), and the County Commissioners of Kent County, a **body politic and corporate entity** of the State of Maryland (F.I.D. 52-6000974) (the "**Grantee**").

RECITALS

WHEREAS, the Department receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, the Department distributes funding received for the Program to eligible recipients (the "**Grantees**"). The Grantees are authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the Grantee may distribute all or any portion of funding received under the Program to State of Maryland (the "**State**") nonprofit organizations or local government agencies providing services to eligible recipients of Program funds (the "**Subrecipients**") or directly to eligible households.

WHEREAS, Grantee has submitted an application (the "**Application**") or a plan (the "**Plan**") to the Department, and the Application or Plan, as applicable, describes certain activities which are eligible for funding under the Program.

WHEREAS, in reliance upon the statements, representations and certifications contained in the Application or Plan, as applicable, the Department has approved a grant award to Grantee.

WHEREAS, the provisions of the Act, the Regulations, and the Department's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

IN CONSIDERATION of the Recitals (which are incorporated herein by reference) and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant; Department's Program Manager.

- a) The Department shall provide Grantee grant funds in an amount not to exceed One Million, Three Hundred Thirty Two Thousand, Four Hundred Seventy Five and 00/100 Dollars (\$ **1,332,475.00**) (the "**Grant**"). Disbursement of the Grant is subject to the availability and receipt of grant funds from Treasury.
- b) Grantee shall use the Grant to carry out the approved activities described in the attached **Exhibit A** (the "**Project**"). Grantee certifies its activities are eligible activities as set forth in the Act.
- c) The Department designates the Program Manager to serve as the Department's program coordinator for this Agreement (the "**Program Manager**").

2) Intentionally deleted.

3) Expenditure of the Grant.

- a) Grantee may use a portion of the Grant, as determined by the Department and in accordance with the Act, for its administrative expenses attributable to providing financial assistance and housing stability services.
- b) The expenditure period for the Grant (the "**Grant Period**") shall commence on February 1, 2021 and terminate on September 30, 2022 (the "**Termination Date**").
- c) All expenses related to approved activities which will be paid for with the proceeds of the Grant must be incurred during the Grant Period. The Department, in its sole discretion, may approve expenses incurred outside of the Grant Period.
- d) To ensure Grant funds are spent quickly on eligible activities, the following progressive expenditure deadlines and recapture provisions apply:
 - A. If the Grantee has not expended at least 50 percent (50%) of the Grant on or before July 30, 2021, the Department may recapture and reallocate the Grant funds that have not been expended.
 - B. If the Grantee has not expended at least 75 percent (75%) of the Grant on or before September 30, 2021, the Department may recapture and reallocate the Grant funds that have not been expended.
- e) Grantee shall return any Grant funds that have not been expended in accordance with Section 3 immediately to the Department, and Grantee shall have no further rights with respect to such funds. The Department shall have the rights and remedies with respect to unexpended funds as provided by Section 10.

4) Applicability to Subrecipients.

- a) In the event that the approved Grant activity is to be performed by a Subrecipient, the provisions of this Agreement, the Act, the Policy Guide, and the Regulations shall be binding on such Subrecipient. This shall be accomplished by written agreement between Grantee and the Subrecipient that includes, at a minimum, the provisions set forth in the attached **Exhibit B** (the “**Sample Subrecipient Agreement**”). Where the term “**Grantee**” appears in this Agreement it shall be interpreted to include any Subrecipient. Grantee acknowledges and agrees that Grantee has the ultimate legal responsibility for ensuring compliance with the requirements of this Agreement, the Act, the Policy Guide, and the Regulations.
 - b) If a Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.
- 5) Disbursement.
- a) The Department, in its sole discretion, may disburse the Grant in advance of, or as reimbursement for, expenditures by Grantee for the approved activities upon receipt by the Department of a completed request for disbursement in the manner and form determined by the Department. A request for disbursement shall identify in detail all expenses incurred or to be incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses required by the Department. A request for reimbursement must be based on the actual expenses incurred by Grantee for approved grant activities and Grantee's actual cash disbursement for approved grant activities.
 - b) **All requests for disbursement must be submitted to the Department on a monthly basis**, in the manner and form determined by the Department. Grantee shall submit a household applicant report (the “**Monthly Household Applicant Report**”) as an attachment to each request for disbursement.
 - c) The Department reserves the right not to disburse any Grant funds if, in the Department's determination:
 - A. Grantee has failed to supply a material fact in a request for disbursement;
 - B. Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;
 - C. Grantee has used any portion of the Grant for uses or activities other than the Project, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the Policy Guide; or
 - D. Grantee is in default under any other term or condition contained in this Agreement.

6) Records; Data Collection and Reporting Requirements; Inspections.

- a) General Requirements of Records. Grantee shall maintain accurate financial records in a form acceptable to the Department of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Grantee shall provide the Program Manager with copies of any audits performed on Grantee's records by other entities. Grantee shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Department upon request.
- b) Data Collection and Reporting Requirements.
 - A. Grantee shall, and shall require its Subrecipient(s) to, collect certain data from each household applicant in accordance with the Department's standards as described in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
 - B. Grantee shall implement, and shall require its Subrecipient(s) to implement, sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
 - C. Grantee will submit regular reports, including the Monthly Household Applicant Report, in the manner and form determined by the Department.
 - D. Grantee shall bear primary responsibility for the accuracy of all data submitted to the Department. If incorrect data is discovered post-submission, Grantee will notify the Department promptly in writing and resubmit corrected data in accordance with the time limits and requirements set forth in the Policy Guide.
 - E. The Grantee acknowledges that the Department has ownership of all information submitted to the Department.
 - F. In the event that the database into which the Grantee submits its data ceases to exist, the Grantee will be notified and provided reasonable time to access and save applicable statistical and frequency data. The aggregate data up to the point of termination may be either electronically or physically stored by the Department for future reference.
 - G. Grantee is responsible for meeting any additional reporting requirements that Treasury or the Department determine is necessary.
- c) Inspection. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the

discretion of the Department. The Department may conduct inspections of the Project at any time during the term of this Agreement.

7) General Covenants.

- a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by Treasury, the Department and the State with respect to the use of Grant funds.
- b) Grantee must notify and obtain written approval of the Program Manager for any change in the allocation of funds in the budget line items set forth in the Project. A written approval of a change in the budget from the Program Manager will not require an amendment to this Agreement, so long as the amount of the Grant does not change.
- c) Grantee shall establish a formal written process, satisfactory to the Department, to address the termination or denial of any assistance under the Program.
- d) Grantee and Subrecipients shall participate in all applicable required trainings offered by the Department in relation to the Program.

8) Grantee's Certifications. Grantee certifies to the Department that:

- a) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is a part, and has all requisite power and authority to enter into and consummate the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.
- c) Insofar as the capacity of Grantee to carry out its obligation under this Agreement is concerned: (A) Grantee is not in material violation of its charter, any statute, rule or regulations, or any mortgage, indenture, agreement, instrument, judgment, decree, order, and (B) the execution and performance of this Agreement will not result in any such violation.
- d) A person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- e) The representations, statements, certifications and other matters contained in the Application or the Plan, as applicable, are and remain true and complete in all material

respects.

- f) Grantee has or shall comply with all special conditions set forth in the attached **Exhibit C**.
 - g) All federal, State and local government approvals, permits and reviews which may be required to begin and complete the Project have been obtained or Grantee has reasonable assurances that they will be obtained.
 - h) Grantee certifies that all of the Grant funds will be used for eligible Program activities as defined in the Act and Regulations.
 - i) Any portion of the Grant which Grantee has given to a Subrecipient is being used and will continue to be used for eligible activities as set forth in the Act and Regulations.
 - j) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
 - A. Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
 - B. Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
 - C. Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.
- 9) **Certifications Regarding the Program.**
- a) Grantee will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program.
 - b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as **Exhibit D**.

- c) Grantee will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*) and any related regulations, insofar as it is applicable to the Grantee and Subrecipients.
- d) In the event that Grantee or its Subrecipients provide direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.
- e) Grantee may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.

10) Default, Repayment and Remedies; Termination.

- a) A default under this Agreement shall occur if:
 - A. Grantee fails to expend the Grant funds within the time frames set forth in Section 3;
 - B. There is any use of the Grant by Grantee, or any Subrecipient, for any purpose other than as authorized by the Act, the Regulations, the Policy Guide, and this Agreement, and as specifically described in the Project Description attached as **Exhibit A**; or
 - C. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application or Plan, as applicable.
- b) If a default described in Section 10(a)(A) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any Grant funds not expended within the time frames set forth in Section 3 of this Agreement.
- c) Other than as set forth in Section 10(b) of this Agreement, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have 30 days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
- d) Notwithstanding the foregoing notice and cure period set forth in Section 10(c), in the event that Treasury requires the repayment of any Grant funds, Grantee shall immediately return the Grant funds to the Department.
- e) In the event of termination of the Agreement, whether due to default or otherwise:

- A. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
 - B. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
- f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
- g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 11) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “**LGTCA**”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department’s negligence or willful misconduct or the negligence or willful misconduct of the Department’s officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section 11.
- 12) Notice Regarding Disclosure of Information Relating to the Project.
- a) The Department intends to make available to the public certain information regarding the Project and the Grantee.
 - b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.
 - c) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the “**PIA**”). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and

description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application or Plan, as applicable;; a copy of the Application or Plan; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions or matching funds from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

13) Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department shall be mailed to:
ERAP Program Manager, Division of Neighborhood Revitalization, Department of Housing and Community Development, 7800 Harkins Rd, Lanham, MD 20706.

b) Communications to the Grantee shall be mailed to:

Neoma Rohman-Salvaje, Grant Administrator
Eleventh House Solutions
4023 Kennett Pike, Suite 50363
Wilmington, DE 19807

William A. Mackey, AICP, Director
Kent County Department of Planning, Housing, and Zoning;
400 High Street, Suite 103
Chestertown, MD 21620

14) Amendment. Other than as set forth in Section 7(b), this Agreement or any part hereof may be amended from time to time only by a written instrument executed by both of the parties.

15) Assignment. This Agreement may not be assigned without the prior written approval of the Department.

16) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without giving effect to its conflict of laws provisions.

17) Term of Agreement. Unless sooner terminated pursuant to Section 10 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the "**Effective Date**") until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department,

and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.

- 18) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS, the parties hereto have caused this Emergency Rental Assistance Program Agreement to be executed under seal by its duly authorized officer(s) as of the Effective Date.

WITNESS/ATTEST:

Samuel Watson
Witness Signature

President, County Commissioners of Kent County

By: P. Thomas Mason (SEAL)
Name: P. Thomas Mason
Title: President

DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT, a
principal department of the State of Maryland

Witness Signature

By: _____ (SEAL)
Kenneth C. Holt
Secretary

Date Executed on behalf of Department
(Effective Date)

Approved for form and legal sufficiency
by Assistant Attorney General

Attachments

- Exhibit A - Project
- Exhibit B - Sample Subrecipient Agreement (Executed Subrecipient Agreements to be maintained in Grantee's Records)
- Exhibit C - Special Conditions
- Exhibit D - Certification Prohibiting the Use of Federal Funds for Lobbying
- Exhibit E - Debarment Affidavit (for nonprofit organizations to complete)
- Exhibit F - Nonprofit Subrecipient Certifications (as applicable)
- Exhibit G - Subaward Data
- Exhibit H - Sample Corporate Resolution (for nonprofit organizations)

EXHIBIT A

Page intentionally left blank for Exhibit A budget template,
to be finalized by DHCD upon grant agreement execution.

EXHIBIT B

SAMPLE EMERGENCY RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this ____ day of _____, 20__ by and between _____, a [corporate entity incorporated][limited liability company formed] under the laws of the State of Maryland (hereinafter referred to as "**Subrecipient**") and _____, a [body politic and corporate][corporate entity][limited liability company] of the State of Maryland (hereinafter called the "**Grantee**").

EXPLANATORY STATEMENT

WHEREAS, the Department of Housing and Community Development, a principal department of the State of Maryland ("**DHCD**"), receives funding for the Emergency Rental Assistance Program (the "**Program**"), from the United States Department of the Treasury ("**Treasury**"), pursuant to the Consolidated Appropriations Act, 2021 (Pub L. No.116-260) (the "**Act**") and any applicable regulations related thereto (the "**Regulations**").

WHEREAS, DHCD has awarded Grantee a Program grant (the "**Grant**") for the period February 1, 2021 through September 30, 2022. Grantee is authorized to use the Program funds for costs consistent with the terms and conditions of the source of the funds, which are primarily costs directly related to rental assistance, utility assistance, housing relocation, housing stability case management (including legal services), and administration of such assistance for persons living in rental housing who are at-risk of eviction or utility shutoff.

WHEREAS, the provisions of the Act, the Regulations, and DHCD's Emergency Rental Assistance Program Policy Guide, as amended from time to time (the "**Policy Guide**"), are hereby incorporated into this Agreement as if fully restated herein.

WHEREAS, Grantee has agreed to comply with the requirements of the Program as set forth in its Grant Agreement with DHCD (hereinafter the "**Contract**"), has designated Subrecipient to provide services according to the application Grantee submitted to DHCD, and has allocated some or all of its award to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the operation of the "Project" as outlined in the Contract.
2. The provisions of this Agreement, the Contract, the Act, the Policy Guide, and the Regulations shall be binding on the Subrecipient.

3. Grantee, as recipient of grant funds, shall reimburse or advance Subrecipient monthly in an amount equal to the actual expenses incurred or expected to occur for approved Grant activities as certified to Grantee by Subrecipient in its request for disbursement. Receipt of the Grant funds from DHCD is a condition precedent to the Grantee's disbursement obligation as set forth in this paragraph.

4. Records; Reporting Requirements; Inspections.

- a) General Requirements of Records. Subrecipient shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant for the Project for a period of five (5) years following the termination of this Agreement. Subrecipient shall provide the Grantee with copies of any audits performed on Subrecipient's records by other entities. Subrecipient shall make these records, and its administrative offices, personnel, whether full-time, part-time, consultants or volunteers, who are involved in the Project available to the Grantee or DHCD upon request. Reports will be provided to Grantee's Contact set forth in Section 8 of this Agreement for approval and forwarding to DHCD by the Grantee.
- b) Data Collection and Reporting Requirements.
 - A. Subrecipient shall collect certain data from each household applicant in accordance with DHCD's standards as set forth in the Policy Guide. Records shall include all households that apply for assistance, regardless of whether the applicants were approved to receive assistance.
 - B. Subrecipient shall implement sufficient data privacy and security protocols for both paper record storage and its electronic databases as required by the Policy Guide to protect the personal information of households applying for assistance.
 - C. Subrecipient will submit regular reports, including the Monthly Household Applicant Report, to the Grantee in the manner and form determined by DHCD.

5. Certifications Regarding the Program.

- a) Subrecipient will create standard policies and procedures for evaluating individuals' and families' eligibility for assistance under the Program;
- b) Grantee will make a certification prohibiting the use of federal funds for lobbying in the form attached as Exhibit D to the Contract.
- c) In the event that Subrecipient provides direct payments to landlords on behalf of eligible households, they may be required to enter into agreements with the landlords regarding certain landlord requirements landlords must accept as a condition to receiving payments directly. Landlord requirements may include, but are not limited to, waiving late fees, interest charges, and court fees; withdrawal of existing eviction filings; agreements not to initiate new eviction filings or request warrants of restitution for a period of time following

receipt of payment; and requirements to offer short-term lease renewals to current tenants. Any landlord requirements shall be set forth in the Policy Guide.

- d) Subrecipient may offer payments directly to eligible households only after documenting that it has made reasonable efforts to obtain the cooperation of landlords and utility providers by following the outreach requirements set forth in the Policy Manual.
6. Subrecipient agrees to hold Grantee harmless and to indemnify Grantee against all claims, suits and actions arising out of any of Subrecipient's duties and obligations under this Agreement. In addition, the parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.
 7. Subrecipient shall be subject to the same terms and conditions applicable to the Grantee as contained in the Contract between the Grantee and DHCD. Should a conflict arise during the performance of administration of the Project between this Agreement and the Contract the terms of the Contract shall prevail.
 8. Subrecipient acknowledges that the Grantee has designated _____ whose title and address are _____ to administer the Contract. This designation may be revised from time to time by Grantee by written notice to Subrecipient.
 9. Subrecipient shall participate in all applicable required trainings offered by DHCD in relation to the Program.
 10. In performance of its obligations under the Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State of Maryland (the "State") and federal laws and requirements.
 11. Nondiscrimination, Fair Practices, and Drug And Alcohol Free Certifications:
 - a) Subrecipient certifies that it does not discriminate and prohibits discrimination in, and shall not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed, or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
 - b) Subrecipient shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.

- c) Subrecipient shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.

12. If Subrecipient engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by the Grant and participation must be voluntary for the beneficiaries of the programs or activities that receive funds from the Grant.

13. A person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient (an "**Interested Person**") and who exercises or has exercised any functions or responsibilities with respect to activities assisted through the Grant funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may not approve an application for assistance provided by the Grant funds if such approval would provide a personal or financial interest or benefit to the Interested Person, or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

14. A default under this Agreement shall occur if there is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement.

15. This Agreement shall not be construed to imply that Grantee will pay for any expenses incurred by Subrecipient beyond the period ending September 30, 2022.

WITNESS the hands and seals of the parties hereto, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

GRANTEE NAME

Witness Signature

By: _____ (SEAL)
Signature

Name: _____
Title: _____

WITNESS/ATTEST:

SUBRECIPIENT NAME

Witness Signature

By: _____ (SEAL)
Signature

Name: _____
Title: _____

EXHIBIT C

EMERGENCY RENTAL ASSISTANCE PROGRAM – SPECIAL CONDITIONS

Grantee's Emergency Rental Assistance Program grant has been approved with the following conditions [if none, so state]: **NONE**

EXHIBIT D

EMERGENCY RENTAL ASSISTANCE PROGRAM – CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all **subrecipients** shall certify and disclose accordingly.

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

Full Name of the Grantee

By: P. Thomas Mason
Authorized Signature for the Grantee

6/29/21
Date

P. Thomas Mason, President
Printed Name and Title

EXHIBIT E

**EMERGENCY RENTAL ASSISTANCE PROGRAM
DEBARMENT AFFIDAVIT**

Intentionally left blank - not required for county governments.

EXHIBIT F

EMERGENCY RENTAL ASSISTANCE PROGRAM CERTIFICATION WITH RESPECT TO NONPROFIT SUBRECIPIENTS ("NPS")

The undersigned certifies that:

- (1) Grantee has examined executed originals or certified copies of the NPS's articles of incorporation and by-laws or articles of organization and operating agreement, and any amendments thereto, authorizing resolutions and good standing certificate.
- (2) Grantee has verified that the NPS is duly organized, validly existing and in good standing under the laws of the state of Maryland. The NPS has all requisite power and authority and all governmental certificates of authority, licenses, permits and qualifications to carry out the Project on Grantee's behalf and in accordance with the terms and conditions of the Grant Agreement.
- (3) Based on Grantee's knowledge and inquiry of the NPS, there is no litigation or investigation pending or threatened, or any judgment or order entered against the NPS or its assets at law or equity by or before any governmental instrumentality or agency having jurisdiction over the NPS.

This certification is a material representation of fact upon which reliance was placed when the Grant Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Grant.

GRANTEE:

By: P. Thomas Mason (SEAL)

Name: P. Thomas Mason

Title: President

6/29/21
Date

EXHIBIT G

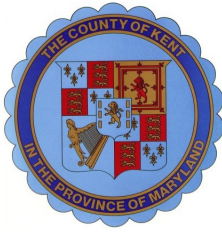
FEDERAL AWARD IDENTIFICATION

1	Grantee (Sub-recipient) Name:	County Commissioners of Kent County
2	DHCD DUNS Number	028492598
	Sub-recipient DUNS Number	086131901
3	Federal Award Identification Number (FAIN)	ERA0386
4	Date of Award to DHCD by Treasury	1/25/2021
5	Sub-award Period of Performance Start Date & End Date	February 1, 2021 – September 30, 2022
6	Amount of Federal Funds Obligated by this Agreement to the Sub-recipient by DHCD	\$1,332,475.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient by DHCD (Including the current Obligation) for Federal Fiscal Year 2021	
8	Federal Award Project Description	ERAP assists eligible households that have difficulty making timely payments of rent and utilities due to the COVID-19 pandemic. Financial assistance for eligible households includes payment of rent, rental arrears, utilities and home energy costs, utilities and home energy costs arears, and other expenses related to housing incurred due, directly or indirectly, to the COVID-19 pandemic. Funds may also be used to provide housing stability services to eligible households, including case management, other services intended to keep households stably housed, and administrative costs.
9	Name of Federal Awarding Agency	U.S. Department of the Treasury
	Contact Information for DHCD Awarding Official	Stuart Campbell, Director, Office of Community Services Programs 301-429-7516, stuart.campbell@maryland.gov
10	CFDA Name and Number	21.023 - Emergency Rental Assistance Program
	Dollar Amount Made Available under the Federal Award	\$258,076,806
11	Is the Federal Award for R&D?	No
12	DHCD's Indirect Cost Rate	88.71%
	Sub-recipient's Indirect Cost Rate for Federal Awards	

EXHIBIT H

SAMPLE CORPORATE RESOLUTION FOR NONPROFIT ORGANIZATIONS

Intentionally left blank - not required for county governments.



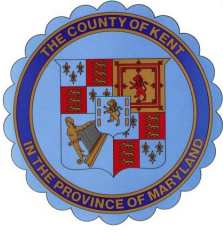
Kent County Department of Social Services Advisory Board 6/29/2021 County Commissioners Meeting

Item Summary:

Kent County Department of Social Services Advisory Board Appointments

ATTACHMENTS:

Description



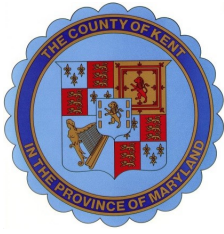
Patricia Merritt, Chief Finance Officer, Office of Finance
6/29/2021
County Commissioners Meeting

Item Summary:

Kent County Public Library Transfer of Funds Schedule

ATTACHMENTS:

Description



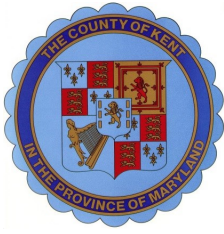
Public Landings and Facilities Board
6/29/2021
County Commissioners Meeting

Item Summary:

Appointment Letter

ATTACHMENTS:

Description



Procedures for Public Comment 6/29/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

06.29.21 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.

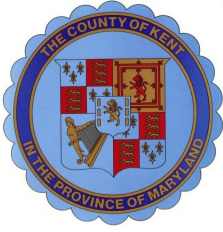
It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- 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
June 29, 2021**

NAME (please print)	ADDRESS	Topic



Contingency and Use of Fund Balance Report 6/29/2021 County Commissioners Meeting

ATTACHMENTS:

Description

6-15-2021 Commissioner Report Contingency

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
June 15, 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 Portaloic 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		\$ 407,093		
BEGINNING CONTINGENCY BUDGET		\$ 800,000		
ENDING CONTINGENCY BALANCE		\$ 392,907		

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		\$ 72,723		
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.				