

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

June 28, 2022

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

Meeting Announcements

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

Public Notices

Code Home Rule Bill No. 6-2022 Septic Tank Maintenance and Excavation in the Village
District

Code Home Rule Bill No. 7-2022 Clarification of the Five-Acre Limitation For Certain Solar
Arrays

Consent Items

#1 - Regular Session Minutes, June 21, 2022

#2 - Liquor Minutes, June 21, 2022

#3 - Closed Session Minutes, June 21, 2022

#4 - Marty Holden, Division Chief, Environmental Operations Division

Amendatory Agreement Between Maryland Environmental Service and Kent County

#5 - April Bitter, Project Manager, Information Technology

Microsoft Licensing

#6 - April Bitter, Project Manager, Information Technology

Fourth Year Central Square Contract

#7 - Kent County 4H Triple Shots Shooting Sports Club, Raffle Only, July 23, 2022

Raffle Permit

#8 - Sons of the American Legion, Squadron 228, Combined Gaming, October 16, 2022

Raffle Permit

#9 - Kennedyville Volunteer Fire Company, Raffle Only, October 29, 2022

Raffle Permit

Special Class C Licenses

Sgt. Preston Ashley American Legion Auxiliary, July 3, 2022

Sgt. Preston Ashley American Legion Auxiliary, July 4, 2022

Appointments

Ronnie Edelman, Director, and Lani Seikaly, Immediate Past President, Kent Attainable
Housing

Request for a Letter of Support

Departmental Appointments

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Approve Board Renewals and Nominees

Bill Mackey, Director, Planning, Housing and Zoning

Community Development Block Grant (CDBG) Covid Round 1 CV-1-7 for Mid Shore Pro Bono (MSPB)

Human Resources Director

County Retirement Health Care Benefit for Members of Correctional Officers' Retirement System

Discussion Item

County Administrator

Bill Webb, Health Officer, Kent County Health Department

FY2023 Core Public Health Services Funding Agreement

Gail Webb Owings, Executive Director, Eastern Shore Heritage, Inc.

Request for a Letter of Support

Kent County Police Accountability Board

Resolution 2022-11 A Resolution To Introduce Provisions For The Creation Of The Kent County Police Accountability Board

County Administrator Report

Tolchester Community Association, Inc.

Special Class C (Per Diem) Liquor License

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Ribbon Cutting Event

Grand Opening of New Atlantic Tractor Service Facility
July 8, 2022 at 10:00 a.m.

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

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



**Time Is Allotted At The End Of Each Meeting For The Commissioners
To Receive Comments From The Public
6/28/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

Procedures for Public Comment 2022

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

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

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



**Code Home Rule Bill No. 6-2022 Septic Tank Maintenance and
Excavation in the Village District
6/28/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

CHR Bill No. 6-2022 Septic Tank Maintenance and Excavation in the Village District Public Hearing Notice

CHR Bill No. 6-2022 Septic Tank Maintenance and Excavation in the Village District DRAFT Legislation



The County Commissioners of Kent County

P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

June 21, 2022
Legislative Session Day

Legislative Session Day
June 21, 2022

CODE HOME RULE BILL NO. 6-2022

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

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, by revising Article V., *District Regulations*, Section 7. *Village District*, 7.3 *Special Exceptions*, by adding a new sub-section 14, "Septic tank maintenance and excavation;" by revising Article VII., *Special Exceptions*, Section 6. *Procedures*, by adding the special exception as a new number 39.5 to the un-numbered sub-section that lists those uses requiring review by the Planning Commission prior to review by the Board of Appeals; by revising Article VII., *Special Exceptions*, Section 7. *Special Exceptions*, by creating a new sub-section 54.5 to provide for conditions for the special exception; and by clarifying the existing uses listed in the Land Use Ordinance by adding "and excavation" after "maintenance" in three places: Article V., *District Regulations*, Section 7. *Village District*, 7.2 *Permitted Principal Uses and Structures*, #27; Section 8. *Intense Village*, Section 8.2 *Permitted Principal Uses and Structures*, #10, and Section 9., *Intense Village Critical Area*, Section 9.2 *Permitted Principal Uses and Structures*, #13; and presented in the order that such provisions appear in the Land Use Ordinance.

A hearing will be held on July 19, 2022, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting is published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, July 15, 2022.

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

By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 06/30/22, 07/07/22

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**June 21, 2022
Legislative Session Day**

**Legislative Session Day
June 21, 2022**

**CODE HOME RULE
BILL NO. 6-2022**

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

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, by revising Article V., *District Regulations*, Section 7. *Village District*, 7.3 *Special Exceptions*, by adding a new sub-section 14, "Septic tank maintenance and excavation;" by revising Article VII., *Special Exceptions*, Section 6. *Procedures*, by adding the special exception as a new number 39.5 to the un-numbered sub-section that lists those uses requiring review by the Planning Commission prior to review by the Board of Appeals; by revising Article VII., *Special Exceptions*, Section 7. *Special Exceptions*, by creating a new sub-section 54.5 to provide for conditions for the special exception; and by clarifying the existing uses listed in the Land Use Ordinance by adding "and excavation" after "maintenance" in three places: Article V., *District Regulations*, Section 7. *Village District*, 7.2 *Permitted Principal Uses and Structures*, #27; Section 8. *Intense Village*, Section 8.2 *Permitted Principal Uses and Structures*, #10, and Section 9., *Intense Village Critical Area*, Section 9.2 *Permitted Principal Uses and Structures*, #13; and presented in the order that such provisions appear in the Land Use Ordinance.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

INTRODUCED, read the first time, June 21, 2022, ordered posted and public hearing scheduled July 19, 2022, 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 July 19, 2022. Reported favorably [without] amendments; read a second time and ordered to be considered on August 1, 2022, a legislative session day.

BILL No. 6-2022

A BILL ENTITLED CHR 6-2022
SEPTIC TANK MAINTENANCE AND EXCAVATION IN THE VILLAGE DISTRICT

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.

DISTRICT REGULATIONS

...

SECTION 7. VILLAGE DISTRICT

...

7.2 PERMITTED PRINCIPAL USES AND STRUCTURES

...

26. Data processing centers, subject to *site plan* review.

27. Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance **AND EXCAVATION**, subject to *site plan* review

ARTICLE V.

DISTRICT REGULATIONS

...

SECTION 7. VILLAGE DISTRICT

...

7.3 SPECIAL EXCEPTIONS

...

13. *Wind energy systems, small.*

14. SEPTIC TANK MAINTENANCE AND EXCAVATION, SUBJECT TO SITE PLAN REVIEW

BILL NO. 6-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

ARTICLE V.

DISTRICT REGULATIONS

...

SECTION 8. INTENSE VILLAGE

...

8.2 PERMITTED PRINCIPAL USES AND STRUCTURES

...

9. Fire and rescue stations, subject to *site plan* review.

10. Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance **AND EXCAVATION**, subject to site plan review

ARTICLE V.

DISTRICT REGULATIONS

...

SECTION 8. INTENSE VILLAGE CRITICAL AREA

...

9.2 PERMITTED PRINCIPAL USES AND STRUCTURES

...

12. Funeral homes, subject to *site plan* review

13. Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance **AND EXCAVATION**, subject to *site plan* review

ARTICLE VII.

SPECIAL EXCEPTIONS

...

SECTION 6. PROCEDURES

...

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

...

39. Seafood processing

39.5 SEPTIC TANK MAINTENANCE AND EXCAVATION

40. *Sewage sludge land application*

...

ARTICLE VII.

SPECIAL EXCEPTIONS

...

SECTION 7. SPECIAL EXCEPTIONS

...

54. Seafood processing, including wholesale and retail sales in M provided:

...

54.5 SEPTIC TANK MAINTENANCE AND EXCAVATION IN V PROVIDED:

- a. BUILDINGS ASSOCIATED WITH THE USE ARE NOT VISUALLY INTRUSIVE OR INAPPROPRIATE TO THE SETTING.**
- b. NEW BUILDINGS AND EXPANSIONS SHALL BE DESIGNED IN KEEPING WITH OR TO ENHANCE THE CHARACTER OF OTHER BUILDINGS ON THE PROPERTY OR ADJACENT TO THE PROPERTY.**

BILL NO. 6-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

- c. **ALL VEHICLES AND EQUIPMENT ASSOCIATED WITH THE BUSINESS MUST BE KEPT WITHIN A BUILDING OR SCREENED FROM THE VIEW OF PUBLIC ROADS AND ADJACENT PROPERTIES.**
- d. **ALL FENCES AND LANDSCAPING MUST BE APPROVED BY THE PLANNING COMMISSION AS PART OF SITE PLAN REVIEW.**

55. *Sewage sludge land application* in AZD provided:

...

DRAFT

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

Read Third Time _____

PASSED this ____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

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. 6-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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



**Code Home Rule Bill No. 7-2022 Clarification of the Five-Acre
Limitation For Certain Solar Arrays
6/28/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

CHR Bill No. 7-2022 Clarification of the Five-Acre Limitation For Certain Solar Arrays Public Hearing Notice

CHR Bill No. 7-2022 Clarification of the Five-Acre Limitation For Certain Solar Arrays DRAFT Legislation



The County Commissioners of Kent County

P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

June 21, 2022
Legislative Session Day

Legislative Session Day
June 21, 2022

CODE HOME RULE BILL NO. 7-2022

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

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, Article VII, *Special Exceptions*, Section 7, *Special Exceptions*, §57.25, Solar energy systems, utility scale, on farms in the Agricultural Zoning District and Resource Conservation District, sub-section j and sub-section k., in order to clarify language that relates to the area of use for permitted solar arrays and the limitations set forth for adjacent properties under sub-section j., and to clarify the area developed under sub-section k.

A hearing will be held on July 19, 2022, at 6:00 p.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting is published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, July 15, 2022.

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By order of:

THE COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 06/30/22, 07/07/22

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**June 21, 2022
Legislative Session Day**

**Legislative Session Day
June 21, 2022**

**CODE HOME RULE
BILL NO. 7-2022**

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

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, Article VII, *Special Exceptions*, Section 7, *Special Exceptions*, §57.25, Solar energy systems, utility scale, on farms in the AZD and RCD, sub-section j and sub-section k., in order to clarify language that relates to the area of use for permitted solar arrays and the limitations set forth for adjacent properties under sub-section j., and to clarify the area developed under sub-section k.

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

P. Thomas Mason, President

INTRODUCED, read the first time, June 21, 2022, ordered posted and public hearing scheduled July 19, 2022, 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 July 19, 2022. Reported favorably [without] amendments; read a second time and ordered to be considered on August 1, 2022, a legislative session day.

BILL NO. 7-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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

**A BILL ENTITLED CHR 7-2022
CLARIFICATION OF THE FIVE-ACRE LIMITATION FOR
CERTAIN SOLAR ARRAYS**

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE VII.

SPECIAL EXCEPTIONS

...

SECTION 7. SPECIAL EXCEPTIONS

Buildings, structures, and uses for which special exceptions may be authorized and the additional standards relative thereto are as follows:

1. Accessory storage *structures* with a *floor area* of more than 1,200 square feet or a height that exceed 17 feet on parcels less than 5 acres in AZD, RCD, RC, RR, CAR, and CR.

...

57.25 *Solar energy systems, utility scale, on farms in AZD and RCD provided:*

- a. A solar collection device or combination of devices are designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
- b. Screening, capable of providing year-round screening, is provided along all sides that do not collect energy.
- c. Roof mounted solar collection devices shall not extend more than 10 feet from the top of the roof. The total height of the *building*, including the solar collection devices, shall comply with the height regulations established for each zoning district.
- d. Solar collection devices shall not exceed 38 feet in height.
- e. The solar collection system shall be incidental to the use of the farm.
- f. Installation of the solar collection system shall not adversely impact adjacent properties.
- g. All *structures* associated with the solar collection system shall be neither visually intrusive nor inappropriate to their setting.

- h. All solar collection devices shall register with the Department of Emergency Services and shall submit a map noting the location of the solar collection devices and the panel disconnect.
- i. Other than wire size, there shall be no alteration of utility infrastructure to accommodate the system.
- j. The area of ~~use~~ **SOLAR PANEL ARRAYS** may not exceed 5 acres ~~onsite~~. **THE AREA OF THE SOLAR PANEL ARRAYS SHALL BE MEASURED TO INCLUDE THE AREA WITHIN THE SOLAR PANEL ARRAYS' SECURITY FENCE.** Adjacent properties shall not aggregate solar collection panels to achieve an area exceeding 5 acres.
- k. In AZD, **ONLY the FIVE-ACRE MAXIMUM area OF SOLAR PANEL ARRAYS, AS MEASURED IN SUBSECTION J.,** ~~developed by a utility scale solar energy system~~ is considered *development* and counted toward the maximum percentage of the property in lots.
- l. Tree removal shall be minimized, and any removal shall be mitigated in accordance with the Critical Area Program requirements.
- m. The applicant shall demonstrate that a utility scale solar energy system shall not unreasonably interfere with the view of, or from, sites of significant public interest such as public parks, a national or state designated scenic byway, a *structure* listed in the Kent County Historic Site Survey, an historic district, or the Chesapeake Bay and its tributaries

57.5 *Solar energy systems, utility scale*, in CC, C, and CCA provided:

- a. A solar collection device or combination of devices are designed and located to avoid glare or reflection onto adjacent properties and adjacent roadways and shall not interfere with traffic or create a safety hazard.
- b. Screening, capable of providing year-round screening, is provided along all sides that do not collect energy.
- c. Roof mounted solar collection devices shall not extend more than 10 feet from the top of the roof. The total height of the *building*, including the solar collection devices, shall comply with the height regulations established for each zoning district.
- d. Solar collection devices shall not exceed 45 feet in height
- e. All solar collection devices shall register with the Department of Emergency Services and shall submit a map noting the location of the solar collection devices and the panel disconnect.
- f. The applicant shall demonstrate that a utility scale solar energy system shall not unreasonably interfere with the view of, or from, sites of significant public interest such as public parks, a national or state designated scenic byway, a *structure* listed in the Kent County Historic Site Survey, an historic district, or the Chesapeake Bay and its tributaries.

...

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

Read Third Time _____

PASSED this ____ day of _____

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

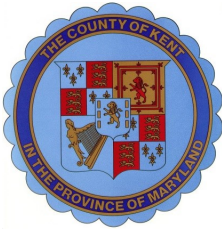
Robert N. Jacob, Jr., Member

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. 7-2022

CAPITALS AND BOLD INDICATE MATTER ADDED TO EXISTING LAW.

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



**#1 - Regular Session Minutes, June 21, 2022
6/28/2022
County Commissioners Meeting**

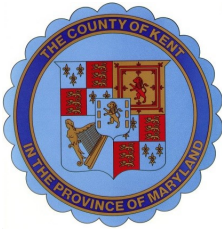
ATTACHMENTS:

Description



**#2 - Liquor Minutes, June 21, 2022
6/28/2022
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Closed Session Minutes, June 21, 2022
6/28/2022
County Commissioners Meeting**

ATTACHMENTS:

Description



#4 - Marty Holden, Division Chief, Environmental Operations Division 6/28/2022 County Commissioners Meeting

Item Summary:

Amendatory Agreement Between Maryland Environmental Service and Kent County

ATTACHMENTS:

Description

06.28.22 Amendatory Agreement, By and Between Maryland Environmental Service and County Commissioners of KC for MES IGA No. 13-08-06, An Intergovernmental Agreement for Recycling Management Services

AMENDATORY AGREEMENT
BETWEEN
MARYLAND ENVIRONMENTAL SERVICE
AND
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

(MES IGA No. 13-08-06)

THIS AMENDATORY AGREEMENT, dated this 28th day of June, 2022, 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 ("MES")) and the County Commissioners of Kent County, Maryland (hereinafter referred to as the "County").

R E C I T A L S

WHEREAS, the parties entered into an Intergovernmental Agreement for Recycling Management Service by and between Kent County, Maryland and Maryland Environmental Service (MES Contract No. 13-08-06) (hereinafter referred to as the "Agreement") dated September 7, 2012 for a supplemental binding, long-term commitments to MES for the Recycling Management Services; and

WHEREAS, the County and the Service desire to amend the Agreement to modify the term of the existing and future Agreements; 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. **Article 2, Section 203, Renewal** shall be stricken and replaced with "The parties may mutually agree to extend the term of the Agreement. For renewals occurring in 2022, the parties may opt to renew the term of the Agreement for a term of one (1) year. All subsequent renewal periods occurring after 2022 shall be ten (10) years each."
2. The **term** of the extension shall be from July 1, 2022, to June 30, 2023.

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
CONTRACT I.D. NO. 13-08-06**

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 13-08-06 dated September 7, 2012, 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 15th day of

June, 2022.

Christy Fisher
Assistant Attorney General

**COUNTY COMMISSIONERS OF KENT
COUNTY, MARYLAND**

Lacey J. Cox
WITNESS

BY: P. Thomas Mason

NAME: P. Thomas Mason

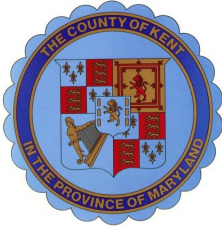
TITLE: President

**AMENDATORY AGREEMENT
MARYLAND ENVIRONMENTAL SERVICE and
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND
CONTRACT I.D. NO. 13-08-06
Page 3**

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

June, 2022.

Theresa M. Yee, County Attorney
Kent County Office of Law



#5 - April Bitter, Project Manager, Information Technology 6/28/2022

County Commissioners Meeting

Item Summary:

Microsoft Licensing

ATTACHMENTS:

Description

Contract with Planet Technologies

Microsoft Terms and Conditions

Planet GSA Schedule 70 Contract



Quote prepared: 7/10/2020

Quote expires: 7/31/2020

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

Quote 1: Town of Galena

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

Quote 2: Town of Galena

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

PO Required for Quote 1: \$54.24

PO Required for Quote 2: \$1,582.08

Quote 1: Kent County

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

Quote 2: Kent County

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

PO Required for Quote 1: \$1,301.76

PO Required for Quote 2: \$48,334.08

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

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

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

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

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

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

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

P. Thomas Mason

Print Name

Steph Garza

Print Name

Kent County Commissioners

Company Name

Planet Technologies, Inc

Company Name

20400 Observation Drive, Suite 107

400 High St.

Street Address

Street Address

Chester town, MD 21620

City, State, Zip Code

Germantown, Maryland 20876

City, State, Zip Code

Customer Terms for Cloud Services Agreement – US Public Sector

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

1. General.

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

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

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

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

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

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

2. Confidentiality and Security.

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

3. Term, Termination, and Suspension.

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

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

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

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

4. Limited warranty; disclaimer.

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

5. Duty to protect.

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

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

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

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

6. Limited liability.

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

7. Agreement mechanics.

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

8. Definitions.

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

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

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

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

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

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

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

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1. General.

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

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

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

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4. Limited warranty; disclaimer.

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

5. Duty to protect.

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

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

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

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

6. Limited liability.

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

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

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

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

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



(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

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

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

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

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

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

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

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

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

Planet Technologies, Inc

20400 Observation Drive, Suite 204, Germantown, MD 20876

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

www.go-planet.com

[Approved Amendments](#)

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

Business size. Other Small Business

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

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

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

 Sr. Analyst - \$95.72

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

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

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

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

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

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

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

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

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

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

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

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

16. DESCRIPTION OF IT SERVICES AND PRICING

SR. ANALYST

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

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

MINIMUM EDUCATION: Bachelor's degree.

PROJECT DIRECTOR

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

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

MINIMUM EDUCATION: Bachelor's degree.

TECHNICIAN

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

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

MINIMUM EDUCATION: Bachelor's degree.

SUBJECT MATTER EXPERT –INTERMEDIATE

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

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

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

MINIMUM EDUCATION: Bachelor's Degree.

INFORMATION ASSURANCE –INTERMEDIATE

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

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

MINIMUM EDUCATION: Bachelor's Degree.

INFORMATION ASSURANCE –JOURNEYMAN

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

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

MINIMUM EDUCATION: Bachelor's Degree.

TECHNICIAN III

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

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

MINIMUM EDUCATION:Bachelor's Degree.

TECHNICIAN II

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

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

MINIMUM EDUCATION: Bachelor's Degree.

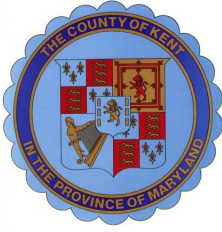
TECHNICIAN I

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

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

MINIMUM EDUCATION: Bachelor's Degree.

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



**#6 - April Bitter, Project Manager, Information Technology
6/28/2022
County Commissioners Meeting**

Item Summary:

Fourth Year Central Square Contract

ATTACHMENTS:

Description

Contract with Central Square

Central Square Invoice FY23



Solutions Agreement

This Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superior LLC, a Delaware Limited Liability Company ("**Superior**") and Kent County, MD ("**Customer**"), together with Superior, the "**Parties**", and each, a "**Party**".

WHEREAS, Superior licenses and provides access to software applications ("**Solutions**") for its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and/or receive professional services described herein, and Superior desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

SUPERION, LLC		Kent County	
1000 Business Center Dr. Lake Mary, FL 32746		400 High Street Chestertown, MD 21620	
By:		By:	
Print Name:	Tom Amburgey	Print Name:	P. Thomas Mason
Print Title:	General Manager	Print Title:	President, County Commissioners
Date Signed:	March 5, 2019	Date Signed:	06/18/19

1. **Solution: Public Administration (ASP Renewal)**

2. **Term.**

- 2.1. **Initial Term.** The Initial Term of this Agreement commences July 1, 2019 and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees.** In consideration of the rights and services granted by Superior to Customer under this Agreement, Customer shall make payments to Superior pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.



- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Vendor Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.



- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Vendor Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Vendor Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to Superior.

5. License, Access & Services.

- 5.1. **License Grant.** Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solutions outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. **Delivery.** Superior shall deliver by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point (except with respect to Third-Party Materials, which are FOB-applicable third party shipping point), and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "Delivery Date."
- 5.4. **Documentation License.** Superior hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.5. **Service and System Control.** Except as otherwise expressly provided in this Agreement:
 - 5.5.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. **Limitations.** Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations herein, including if required, remote access to Customer Systems. Superior is not responsible or liable for delay or failure of performance caused in whole or in part by Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. **Exceptions.** Superior has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
 - 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third party;



- 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 5.7.3. any negligence, abuse, misapplication, or misuse of the Solutions other than by Superior personnel, including any Customer use of the Solutions other than as specified in the Documentation or expressly authorized in writing by Superior;
- 5.7.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
- 5.7.5. the operation of, or access to, Customer's or a third party's system, materials or network;
- 5.7.6. any relocation of the Solutions other than by Superior personnel;
- 5.7.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
- 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.9. **Changes.** Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. **Subcontractors.** Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "Subcontractor").
- 5.11. **Security Measures.** The Solutions may contain technological measures designed to prevent unauthorized or illegal use of the Solutions. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Solutions; (b) Superior may deny any individual access to and/or use of the Solutions if Superior, in its reasonable discretion, believes that person's use of the Solutions would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
- 6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
 - 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;



- 6.4. input, upload, transmit, or otherwise provide to or through the Vendor Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Vendor Systems, or Superion's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superion's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Superion Personnel with such access to Customer's premises and Customer Systems as is necessary for Superion to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superion may reasonably request to enable Superion to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superion is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of actual or threatened activity prohibited by Section 6, Customer shall, and cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superion of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superion Personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing or in advance. Customer shall promptly reimburse Superion for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superion includes the Solutions, all software provided with the Solutions, algorithms, methods, techniques, and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the



Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.

9.3. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
- 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.

9.4. **Compelled Disclosures.** If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.5. **Trade Secrets.** Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Superion will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain reasonable procedures with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superion in the Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

11. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);



- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. Superion shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superion within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superion's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT ANY SOLUTIONS, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTIONS OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.



- 13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superion: **Superion**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 email: info@Superion.com
Attention: Contracts Department / General Counsel

If to Customer: **Kent County**
400 High Street
Chestertown, MD 21620
Phone: 410.778.5315 email: itdirector@kentgov.org
Attention: Patricia Merritt

14. Force Majeure.

- 14.1. No Breach or Default.** Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations.** In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Superion Indemnification.** Superion shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1.** Third-Party Materials or Customer Data;
 - 15.1.2.** access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided or specified for Customer's use in the Documentation;
 - 15.1.3.** modification of the Solutions other than: by or on behalf of Superion or with Superion's written approval in accordance with Superion's written specification;
 - 15.1.4.** failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superion; or
 - 15.1.5.** act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superion Indemnitee.
- 15.2. Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Superion and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superion resulting from any Action by a third party (other than an Affiliate of Superion) that arise out of or result from, or are alleged to arise out of or result from:
- 15.2.1.** Customer Data, including any Processing of Customer Data by or on behalf of Superion in accordance with this Agreement;
 - 15.2.2.** Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.



15.3. **Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

15.4. **Sole Remedy.** THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOLUTIONS OR SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. **Termination.** This Agreement may be terminated:

16.1. **For cause by either Party.** By written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. **For lack of payment.** By written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

16.3. **Budgetary Appropriations.** Superion acknowledges that continued performance and funding is dependent upon amounts being budgeted, appropriated, or otherwise legally available to the Customer in the future. Customer represents and warrants to Superion that it has appropriated sufficient funds due to Superion under this Agreement and hereby certifies that it will make appropriate requests for budget appropriations to meet continued obligations herein in subsequent fiscal years. If a funding or budgetary issue arises, Customer agrees to notify Superion as soon as commercially reasonable. If Superion and Customer cannot resolve the funding issue within ninety (90) days, the Agreement will terminate, with Customer to pay Superion any amounts owed for goods and services provided prior to termination of the Agreement.

17. **Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superion's Confidential Information relating to the Solutions, and within thirty (30) days deliver to Superion, or at Superion's request destroy and erase Superion's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superion of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. **Return of Customer Data.** If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superion shall within 60 days following such expiration or termination, deliver to Customer in Superion's standard format the then most recent version of Customer Data maintained by Superion, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Superion will provide reasonable assistance. Superion and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superion and Customer in effecting Deconversion, as well as the appropriate date for completion. Superion shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superion's then standard rates.

18. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superion's prior written consent, which consent Superion may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or



disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

- 19. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 20. Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.
 - 20.1. Arbitration Procedure.** The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.
- 21. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.
- 22. Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
- 23. LIMITATIONS OF LIABILITY.**
 - 23.1. LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.
 - 23.2. EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, DIMINUTION IN VALUE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
 - 23.3. BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.



- 24. Third-Party Materials.** Customer is hereby advised that Superior provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superior to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
- 25. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superior letterhead issued by authorized Superior representatives and signed by Customer shall constitute an amendment to this Agreement.
- 26. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 28. Cooperative Purchases.** This Contract may be used by other government agencies. Superior has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superior and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 29. Incorporated Exhibits to this Agreement:**
- 29.1. Exhibit 1 – Project Cost Summary
 - 29.2. Exhibit 2 - Maintenance & Support Standards
 - 29.3. Exhibit 3 – Travel Expense Guidelines



**EXHIBIT 1****Project Cost Summary**

Annual Terms	Annual Access Fees
July 1, 2019 - June 30, 2020	\$ 121,946.33
July 1, 2020 - June 30, 2021	\$ 126,214.45
July 1, 2021 - June 30, 2022	\$ 130,631.96
July 1, 2022 - June 30, 2023	\$ 135,204.07
July 1, 2023 - June 30, 2024	\$ 139,936.22

	Applications and/or Services	Annual Access Fee
Renewal Services	141527-1, -2	\$ 121,946.33
Existing NaviLine Products (Currently Licensed)	NaviLine Payroll/Personnel, NaviLine GMBA w/Extended Reporting, NaviLine Purchasing/Inventory, NaviLine Land Management, NaviLine Building Permits, NaviLine Code Enforcement, NaviLine Planning & Engineering, NaviLine Cash Receipts, NaviLine Customer Information Systems, NaviLine Tax Billing, NaviLine CIS Handheld Interface, NaviLine Timekeeping Interface, Document Management Services	Included in Annual Access Fee
Existing Third Party Products (Currently Licensed)	ACOM	Included in Annual Access Fee
Terminating Third Party Products	ExecuTime Time & Attendance - Horizon (500)	N/A
Retrofit Modifications	40 Mods	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superior. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for Superior applications, ASP HelpCard	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; \$600 per additional refresh.	Included in Annual Access Fee
Total Proposed System:		\$ 121,946.33

PAYMENT TERMS**RECURRING FEES**

- a. The Annual Access Fee is due: July 1, 2019 and annually thereafter.

ANCILLARY FEES

- b. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("Travel Expense Guidelines") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption; otherwise, Superior will invoice Customer and Customer will pay to Superior all such tax amounts.
- d. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until past due amounts have been paid.

Note: Pricing for Professional Services is a good faith estimate based on the information available to Superior at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior's then-current list price rates for the services at issue.



EXHIBIT 2 Support Standards

1. Superion Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). ("Service Period") means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing in twelve (12) month increments, each a ("Support Term"), Superion shall provide ongoing Support Services described herein, subject to and conditioned on sustained payment of Fees and compliance with all terms and conditions of this Agreement.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superion's hosted environment. Superion has technology monitoring,



measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superior's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

- 2.3.1.1. mutually agreed upon by Superior and the Customer.
- 2.3.1.2. paid, installed and maintained by the Customer.
- 2.3.1.3. non-invasive and may not reside on Superior's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

- 2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
- 2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
- 2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by Superior, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superior's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superior will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

- 3.1. Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.
- 3.2. "In-network" is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior protected network environment shall be deemed as "out-of-network." Superior is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

- 4.1. Solutions maintenance and upgrades. Superior will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superior. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Superior will attempt to notify the Customer promptly, however if no contact can be made, Superior management may deem it necessary to move forward with the emergency maintenance.



5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superion will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	Superion will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	Superion will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	Superion will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	Superion will respond within 24 hours of the issue being reported.	95%

5.1. **Measurement.** Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery.** Superion provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, Superion will provide the ability to connect to the appropriate data center using software provided by Superion. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
7. **Exceptions.** Superion shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
 - 7.2. denial of reasonable access to Customer's system or premises preventing Superion from addressing the issue.
 - 7.3. material changes made to the usage of the Solutions by Customer where Superion has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
 - 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superion provides a continuous resolution effort until the issue is resolved.
9. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superion will prioritize these requests, and determine if extra time is needed to order equipment or software.
10. **Non-Production Environments.** Superion will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. **Maintenance.** All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
 - 10.2. **Incidents and service requests.** Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.



11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by Superion. It will reside at Customer's location but is, and shall remain the property of Superion.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superion or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superion retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superion as a separate billable service.



16. Telephone Support & Support Portal

- 16.1. **Hours.** Superion shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superion in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. **Releases.** Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.
- 16.3. **Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Superion support representative has been directly contacted by Customer either by phone, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer.





EXHIBIT 3

Travel Expense Guidelines

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.





Invoice

Invoice No (1 of 1)

347112

Date

2/24/2022

Page

1 of 3

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Kent County, MD
Kent County, MD
Attn Scott Boone
400 High Street
CHESTERTOWN MD 21620
United States

Ship To

Kent County, MD
Kent County, MD
Attn Scott Boone
400 High Street
CHESTERTOWN MD 21620
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1698LG	Kent County, MD		USD	Net 30	6/30/2022

	Description	Units	Rate	Extended
Contract No. Q-88544				
1	NaviLine Time & Attendance Interface-Generic - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
2	NaviLine Payroll/Personnel-Annual Access Fee-NSP - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
3	NaviLine GMBA w/Extended Reporting - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
4	NaviLine Cash Receipts-Annual Access Fee-NSP - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
5	NaviLine Customer Information System - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
6	NaviLine CIS Handheld Interface - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
7	ACOM Annual Access Fee - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
8	NaviLine Purchasing/Inventory-Annual Access Fee-NSP - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
9	NaviLine Document Management Services - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
10	NaviLine Tax Billing & Collections - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00



Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No (1 of 1)

347112

Date

2/24/2022

Page

2 of 3

Bill To

Kent County, MD
Kent County, MD
Attn Scott Boone
400 High Street
CHESTERTOWN MD 21620
United States

Ship To

Kent County, MD
Kent County, MD
Attn Scott Boone
400 High Street
CHESTERTOWN MD 21620
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1698LG	Kent County, MD		USD	Net 30	6/30/2022

	Description	Units	Rate	Extended
11	NaviLine Planning & Engineering - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
12	NaviLine Land/Parcel Mgmt-Annual Access Fee-NSP - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
13	NaviLine Code Enforcement - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
14	NaviLine Building Permits - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
15	NaviLine Time & Attendance Interface-Generic - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
16	ASP - Technical - Access Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$135,204.07	\$135,204.07
17	HELP Card Subscription Plan - Annual Subscription Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00
18	NaviLine Global Financials Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:7/1/2022, End: 6/30/2023	1	\$0.00	\$0.00



Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Kent County, MD
Kent County, MD
Attn Scott Boone
400 High Street
CHESTERTOWN MD 21620
United States

Ship To

Kent County, MD
Kent County, MD
Attn Scott Boone
400 High Street
CHESTERTOWN MD 21620
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1698LG	Kent County, MD		USD	Net 30	6/30/2022

**Please include invoice number(s) on your remittance advice,
made payable to Superion, LLC**

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Invoice

Invoice No (1 of 1)

347112

Date

2/24/2022

Page

3 of 3

Subtotal

\$135,204.07

Tax

\$0.00

Invoice Total

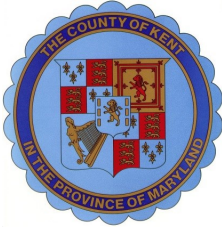
\$135,204.07

Payments Applied

\$0.00

Balance Due

\$135,204.07



**#7 - Kent County 4H Triple Shots Shooting Sports Club, Raffle Only,
July 23, 2022
6/28/2022
County Commissioners Meeting**

Item Summary:

Raffle Permit

ATTACHMENTS:

Description

11-2022 Kent County 4-H Triple Shots Shooting Sports Club, Raffle Only, July 23, 2022, Application

Permit#

11-2022

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:	Kent County 4-H Triple Shots Shooting Sports Club	
Address of Organization:	709 Morgnec Rd. Suite 202 Chestertown, Md 21620	
Telephone: (410)	778- 1661	
Is the organization formed or located in Kent County?	Yes ☒	No
Does the organization serve the residents of Kent County?	Yes ☒	No
Is this organization tax exempt under the provisions of the Internal Revenue Code?	Yes ☒	No
Tax Exempt Number:	operating under MD 4-H Foundation 501.C.3	

Person responsible for complying with permit regulations and requirements:

Name: Russ Parson/ Beth Hill

Address: 709 Morgnec Rd. Suite 202 Chestertown, Md 21620

E-Mail: windjammer21661@gmail.com / emshill@umd.edu

Telephone: (443) 480- 0292 / 410- 778-1661

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

Location address of fund-raising affair: Kent County Ag Center

Tolchester, Md 21620

Are these premises owned, leased, or regularly occupied by the organization named above? Yes ☒ No

Date(s) of fund-raising: July 5, 2022 - July 23, 2022

Date and Time of Drawing: July 23 @ 7:00 pm Begin at: July 5, 2022 End at: July 23, 2022

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: Russ Parson

Please Select One:

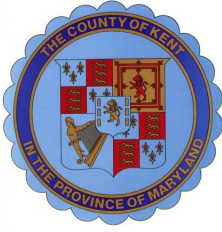
() Pick Up

☒ Mail Permit (will be mailed to person responsible)

RECEIVED

JUN 23 2022

KENT COUNTY
COMMISSIONERS OFFICE



**#8 - Sons of the American Legion, Squadron 228, Combined Gaming,
October 16, 2022**

6/28/2022

County Commissioners Meeting

Item Summary:

Raffle Permit

ATTACHMENTS:

Description

10-2022 Sons of the American Legion, Squadron 228, Combined Gaming, October 16, 2022, Application

Permit#

10-2022

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: Sons of The American Legion, Squadron 228

Address of Organization: 21423 Sharp St., Rock Hall, Md. 21661

Telephone: (410) 708-6541

Is the organization formed or located in Kent County?

Yes

No

Does the organization serve the residents of Kent County?

Yes

No

Is this organization tax exempt under the provisions of the Internal Revenue Code?

Yes

No

Tax Exempt Number: 150046666

Person responsible for complying with permit regulations and requirements:

Name: Wm "Buster" Blackiston Jr.

Address: 729 Round Top Rd.

E-Mail: roundtop729@atlanticbb.net

Telephone: (410) 708-6541

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

Location address of fund-raising affair: Caroline Ave (Bulkhead) Rock Hall Md, 21661

+ Bayside Landing Park, Rock Hall, Md 21661

Are these premises owned, leased, or regularly occupied by the organization named above?

Yes

No

Date(s) of fund-raising: 16th Oct 2022

Date and Time of Drawing: 16th Oct 2022 4 PM Begin at: 1 PM End at: 5 PM

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: Buster Blackiston

County Commissioners

Office

Date 06/13/23

FMS

Please Select One:

() Pick Up

() Mail Permit (will be mailed to person responsible)



**#9 - Kennedyville Volunteer Fire Company, Raffle Only, October 29,
2022**

6/28/2022

County Commissioners Meeting

Item Summary:

Raffle Permit

ATTACHMENTS:

Description

12-2022 Kennedyville Volunteer Fire Company, Raffle Only, October 29, 2022, Application

Permit#

12-2022

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:	Kennedysville Vol. Fire Co.		
Address of Organization:	11993 Kennedysville Rd		
Telephone:	(410) 348-5678		
Is the organization formed or located in Kent County?	☒ Yes ☐ No		
Does the organization serve the residents of Kent County?	☒ Yes	☐ No	
Is this organization tax exempt under the provisions of the Internal Revenue Code?	☒ Yes	☐ No	
Tax Exempt Number:	33059156		

Person responsible for complying with permit regulations and requirements:

Name: David Leonard
Address: 25275 Swamp Rd Worton MD 21678
E-Mail: daveleonard832@gmail.com
Telephone: (410-) 708-8381

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

Location address of fund-raising affair: 11993 Kennedysville Rd
Kennedysville MD 21645
Kennedysville Vol Fire Co.

Are these premises owned, leased, or regularly occupied by the organization named above? ☒ Yes ☐ No

Date(s) of fund-raising: June 29, 2022 to Oct 29, 2022

Date and Time of Drawing: 10/29/22 at: 3:30 P.M. Begin at: 3:00 P.M. End

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: David Leonard

Please Select One:

- ☒ Pick Up Call 410 708-8381 David
☐ Mail Permit (will be mailed to person responsible)

County Commissioners

Office

Date 06/23/22
JRS



**Sgt. Preston Ashley American Legion Auxiliary, July 3, 2022
6/28/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

4831 Sgt. Preston Ashley American Legion Auxiliary, Application

4831

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer ☒ Beer and Wine ☐ Beer, Wine, and Liquor ☐

We submit and certify to the following information and statements as required.

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

Sgt Preston Ashley American Legion Auxiliary

Address 21423 E. Sharp St. Rock Hall, Md. 21661 / P.O. Box 207
Rock Hall, Md. 21661

Type of Function Watermans Day

Location of Function Watermans Day Rock Hall Bulkhead

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting 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) 7/3/22
Begin at: 12:00pm End at: 4:00pm and the applicant tenders herewith the sum of (\$ _____ Per Diem) (\$ 5)
in payment for the license.

Please Select One:

☒ Pick Up 443 480 6501

☐ Mail Permit (will be mailed to above address) Attn: Auxiliary, Chelsie Blackiston

9. Applicants

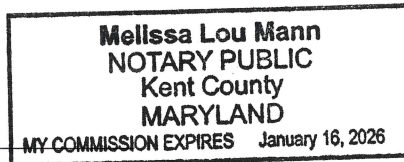
① Chelsie Blackiston 4982 Piney Neck Rd. Rock Hall Md. 21661
Name Residence
26 years President 443 480-6501
Length of Residence in Kent Co. Committee Title Phone No. Chelsie Blackiston
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16th day of June, 20 22, before the subscriber, a Notary of the State of Maryland, personally appeared Chelsie Blackiston the applicant(s) named in the 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.

Melissa L Mann



(SEAL)

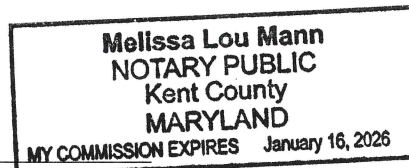
② Cheryl Bish 915 N. MEADOWVIEW DR CHESTEROWN MD 21620
Name Residence
7 YEARS Treasurer 443 480-2156
Length of Residence in Kent Co. Committee Title Phone No. Cheryl Bish
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16th day of June, 20 22, before the subscriber, a Notary of the State of Maryland, personally appeared Cheryl Bish the applicant(s) named in the 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.

Melissa L Mann



(SEAL)

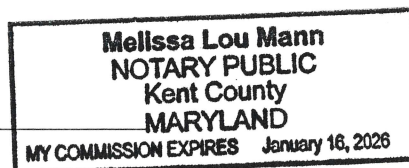
③ Cynthia Crouch 5036 Crosby Rd. Rock Hall, Md. 21661
Name Residence
69 years Sgt. at Arms 410 634-2609
Length of Residence in Kent Co. Committee Title Phone No. Cynthia Crouch
(Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16th day of June, 20 22, before the subscriber, a Notary of the State of Maryland, personally appeared Cynthia Crouch the applicant(s) named in the 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.

Melissa L Mann



(SEAL)

STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS 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 Laws 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.

P. Thomas Mason Signature (s)

P. Thomas Mason Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 21st day of June, 2022,
before the subscriber, a Notary of the State of Maryland, personally appeared P. Thomas Mason
_____ and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

[Signature]



The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) 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 Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article 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 sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

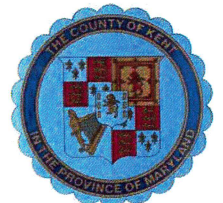
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Sgt Preston Ashley American Legion Auxiliary

Address 21423 E Sharp St. Rock Hall, Md. 21661

Name Chelsie Blackiston Phone # 443-480-6501
(Please Print)

Chelsie Blackiston Date 6/16/2022
(Signature)



County Commissioners

Office

Date 06/21/22
JMB



**Sgt. Preston Ashley American Legion Auxiliary, July 4, 2022
6/28/2022
County Commissioners Meeting**

ATTACHMENTS:

Description

4832 Sgt. Preston Ashley American Legion Auxiliary, Application

4832

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

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

We submit and certify to the following information and statements as required.

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

Sgt. Preston Ashley American Legion Auxiliary

Address 21423 E. Sharp St. Rock Hall Md. 21661 / P.O. Box 207

Type of Function Fourth of July

Location of Function Rock Hall Civic Center

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting 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) 7/4/2022
Begin at: 11:00am End at: 4:00pm and the applicant tenders herewith the sum of (\$ _____ Per Diem) (\$ 5) in payment for the license.

Please Select One:

(X) Pick Up 443 480 6501

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

Attn: Auxiliary Chelsie Blackiston

9. Applicants

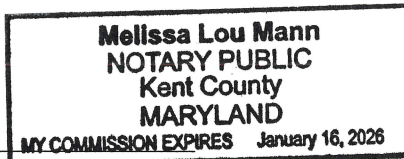
(1) Chelsie Blackiston 4982 Piney Neck Rd. Rock Hall, Md. 21661
Name Residence
26 years President 443 480-6501 Chelsie Blackiston
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16th day of June, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Chelsie Blackiston the applicant(s) named in the 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.

Melissa L Mann



(SEAL)

(2) Cheryl Bish 915 N. Meadowview Dr. Chestertown, Md. 21628
Name Residence
7 years Treasurer 443 480-2152 Cheryl Bish
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16th day of June, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Cheryl Bish the applicant(s) named in the 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.

Melissa L Mann



(SEAL)

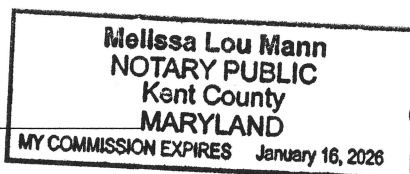
(3) Cynthia Crouch 5036 Crosby Rd. Rock Hall, Md. 21661
Name Residence
69 years Sgt. at Arms 410 639-2609 Cynthia Crouch
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 16th day of June, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Cynthia Crouch the applicant(s) named in the 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.

Melissa L Mann



(SEAL)

STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS 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 Laws 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.

Robert S. Resele Signature (s)

Robert S. Resele Print Name

STATE OF MARYLAND, County of Kent:

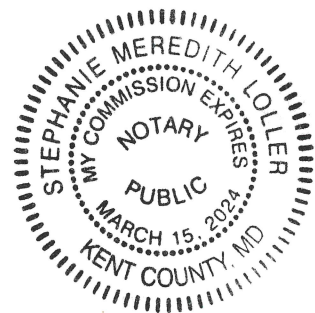
THIS CERTIFIES, that on the 13th day of June, 2022,
before the subscriber, a Notary of the State of Maryland, personally appeared Robert S. Resele

_____ and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Stephanie Meredith Loller

(SEAL)



The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) 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 Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article 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 sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Sgt Preston Ashley American Legion Auxiliary

Address 21423 E. Sharp St. Rock Hall, Md. 21661

Name Chelse Blackiston Phone # 443-480-6501

(Please Print)

Chelse Blackiston Date 6/16/2022

(Signature)



County Commissioners

Office

Date 06/21/22

Sub



**Ronnie Edelman, Director, and Lani Seikaly, Immediate Past President,
Kent Attainable Housing
6/28/2022
County Commissioners Meeting**

Item Summary:

Request for a Letter of Support

ATTACHMENTS:

Description

06.28.22 Kent Attainable Housing Statement, Workforce Housing In Worton

06.28.22 State Revitalization Programs Summary

06.28.22 Letter of Support, Garland Thomas, Assistant Director, MD Dept. Housing and Community Development, Legacy Grant Application for Kent Attainable Housing, State of Maryland Revitalization Program

Kent Attainable Housing's Statement
Re: Workforce Housing in Worton

Kent Attainable Housing constructs affordable homes and rehabilitates existing homes to sell to limited income working families to enable them to break the cycle of intergenerational poverty. There is a dire need for workforce housing in Kent County, and this is the need we seek to address. This project seeks to increase the number of affordable homes in Kent County, spur economic growth, and foster community in the historic African-American neighborhood of Butlertown in Worton. In June 2022 one of our applicant families moved into the second home built by Kent Attainable Housing just a few doors down from this property. Through our continued investment in this community, we will foster community spirit and pride of ownership as well as increase the tax base.

This project will require significant capital to purchase the property, divide it into two parcels, provide access to water, sewage, and other utilities, and construct the homes. Although we have a fundraising campaign underway, we anticipate the need for State funding. We seek the County Commissioner's endorsement and letter of support in our application for our FY2023 Community Legacy application to support this project.

A large number of families who live or work in Kent County earn less than 50% of Kent County median income. We are serving folks who earn below 80% of Kent County's average median income. Expanding home ownership by these families builds foundations for healthier, happier and more productive lives and a stronger community. Housing instability — including frequent moves, overcrowding, and the threat of eviction or foreclosure — creates stress, depression and hopelessness. Children in particular suffer when their housing is not secure. Kent County Local Management Board determined that 600 children in Kent County live in poverty. Sound financial advice dictates spending no more than 30% of income on housing, yet many of our families spend 50% of their income on rental housing. Kent Attainable Housing aims to build homes and subsidize them where necessary to ensure their mortgages are within the 30% of income guideline, resulting in monthly payments for most of our applicants less than they are currently paying for rent. Home ownership is accompanied by additional responsibilities new to first- time homeowners. Preparation for these responsibilities is essential, and we require and connect our families with classes and resources in the areas of budgeting, establishing good credit, managing money, and understanding what becoming a first-time homeowner requires. We partner with our applicant families — we are currently working with 70 families: 94% of our applicants are Black, 76% are headed by single mothers — from the beginning of the application process, and coach them through their preparation and education classes and into the home ownership period. The Maryland Housing Needs Assessment & 10-Year Strategic Plan released in February 2021 charts a course for Maryland to become a more affordable place to live by 2030, when it is estimated that Maryland will add nearly 100,000 new households earning less than half of median income. Housing insecurity is a reality for 40% of Kent County households who fall below the threshold of income to meet a survival budget according to the 2018 United Way ALICE report. Data indicate a growing disparity between what families can afford for housing and what housing is available to them in Kent County. The high cost of construction drives up the cost of homes, making it more difficult for potential homebuyers to find options that align with their earnings. And households of color experience higher rates of cost-burdens, lower levels of

homeownership compared with white households, and reside in higher-need areas across Maryland. These disparities are especially pronounced among Black households, whose homeownership rate is 26 percentage points lower than white households. Kent Attainable Housing is attacking this disparity.

State Revitalization Programs

The Department's State Revitalization Programs (SRP) offer a range of funding to further the revitalization goals of communities across Maryland. The funding programs listed below are primarily used to support expenses associated with capital projects – in other words, something that will result in “bricks and mortar” with at least a 15-year shelf life. The most competitive applications for funding explicitly connect a project to the revitalization strategies and goals from their community's Sustainable Community Action Plan.

All projects awarded SRP funds should be located within the boundaries of a Sustainable Community and help achieve the outcomes identified in a community's Sustainable Communities Action Plan.

[Sustainable Communities Program](#)

[Sustainable Communities Boundaries](#)

While every community is different, SRP funds often focus on revitalization projects targeted to commercial and residential districts. Common types of SRP projects include but are not limited to:

- Upper story redevelopment that increases residential dwellings in historic business districts
- Commercial façade improvement programs to enhance the marketability of a downtown or Main Street
- Adaptive reuse of vacant schools for community and educational amenities, such as, community centers and health care or day care facilities
- Neighborhood pocket parks to make residential areas more attractive to new home buyers and existing residents
- Arts, cultural and historic amenities, such as museums and theaters, to not only provide entertainment to residents, but attract visitors
- Small business incubators to help attract new businesses to downtown
- Development or enhancement of community open space or neighborhood beautification and place making projects
- Acquisition/rehabilitation of vacant residential properties to increase the supply of low/moderate income housing units

Some programs have additional location requirements. Many programs also have specific financial matching requirements. These requirements can be found in the Program Guidelines located at the bottom of this webpage. The Department cannot guarantee a round of funding in every program each year as funding is requested by the Governor and subject to the approval of the General Assembly. The detailed program guidelines for all State Revitalization Programs can be found at the bottom of the page.

Below is a list of funding programs with information on their purpose, eligible applicants, and eligible use of funds:

- [Community Legacy](#)
- [Strategic Demolition Fund-Statewide](#)
- [Strategic Demolition Fund-Project C.O.R.E](#)
- [Baltimore Regional Neighborhood Initiative](#)
- [National Capital Strategic Economic Development Program](#)
- [SEED Community Development Anchor Institution Program](#)

(Excerpt from <https://dhcd.maryland.gov/Communities/Pages/StateRevitalizationPrograms/>)

Kent Attainable Housing intends to apply for a Community Legacy grant. We applied for and received a \$75,000 Community Legacy grant last year (FY2022) to help fund an affordable home we are building on 136 Prospect Street in Chestertown. This year (FY2023) we are seeking a State Revitalization grant to fund 2 homes we plan to build on Lambs Meadow Road in Worton.



The County Commissioners of Kent County

P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

June 28, 2022

Garland A. Thomas, Assistant Director
Maryland Department of Housing & Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201

RE: Support for Kent Attainable Housing, Inc., Community Legacy Grant Application

Dear Mr. Thomas:

The County Commissioners of Kent County, Maryland, support Kent Attainable Housing, Inc.'s application for funding under the State of Maryland's Revitalization Program for FY2023. These funds are being sought to finance the construction of affordable workforce housing in one of Kent County's and the State's priority funding areas of Worton, just 20 minutes outside Chestertown. Housing for essential workers in and around Chestertown is in short supply, hampering economic recovery and growth. This project encompasses the construction of two affordable homes in a priority area that would provide housing for two working families and enhance the community. We support this project and its investment to help working families achieve homeownership. Please take into consideration the project's merits and its meaningful impact on a historically underserved community. We request that you give this application every possible consideration.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

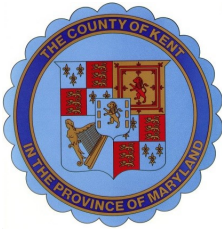

P. Thomas Mason, President


Ronald H. Fithian, Member


Robert N. Jacob, Jr., Member

KCC/smb

cc: Ronnie Edelman, Director, Kent Attainable Housing, Inc.
William A. Mackey, Director, Planning, Housing, and Zoning
Dawson Hunter, Housing and Transportation Coordinator, Kent County Local Management Board



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
6/28/2022
County Commissioners Meeting**

Item Summary:

Approve Board Renewals and Nominees

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing and Zoning
6/28/2022
County Commissioners Meeting

Item Summary:

In July 2020, Kent County was approved for a federal grant to provide rental assistance to households affected by Covid. In May 2021, the original agreement was amended so CDBG funds could be utilized to support the distribution of Emergency Rental Assistance Program (ERAP) funds. As part of the process, the County would pass through \$5,006.39 of CDBG funding to Mid Shore Pro Bono to provide legal services to clientele to avoid eviction. Mid Shore Pro Bono is present in court during landlord/tenant proceedings. If a tenant shows up to court and needs advice surrounding the legal nuances of the proceeding, Mid Shore Pro Bono is there to assist. The attached letter is to revise the required number of households to be served, since recordkeeping requirements for CDBG have been cumbersome. The letter was requested by the Maryland Department of Housing and Community Development to formally address this issue.

ATTACHMENTS:

Description

06.28.22 Request for Revision, Cindy Stone, Director, Community Development Programs, MD DHCD, Neighborhood Revitalization, Revise National Objective for Mid-Shore Pro Bono, CDBG COVID Round 1 CV-1-7 Grant



The County Commissioners of Kent County

P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

June 28, 2022

Ms. Cindy Stone
Director, Community Development Programs
Maryland Department of Housing & Community Development
Neighborhood Revitalization
7800 Harkins Road
Lanham, MD 20706

RE: Request to revise National Objective for Mid-Shore Pro Bono (MSPB) for CDBG
Covid Round 1 CV-1-7

Dear Ms. Stone:

This letter is to request a revision to the national objective for Project C for legal services related to CDBG Program Grant No. CV-1-7. The agreement for CV-1-7 was formally executed on August 21, 2020, per the revised agreement between the Department and Kent County, Maryland. Exhibit A-1 for Project C cites 123 households as the estimated number of beneficiaries. A number of clients have already been served; however, in consultation with MSPB and their constraints of staffing, the required CDBG documentation is not available. The goal at this time is to move forward with the estimated number of clients that can be served in the future as well as provide documentation for those clients. The estimated number of households remaining to be served is 24. Kent County requests that the national objective for Project C be revised to reflect the remaining 24 households be served. Thank you for your assistance.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Jr.

Robert N. Jacob, Jr., Member

KCC/smb

cc: Meredith Lathbury Girard, Esq., Executive Director, Mid-Shore Pro Bono
Shelley L. Heller, County Administrator
William A. Mackey, Director, Planning, Housing, and Zoning



County Retirement Health Care Benefit for Members of Correctional Officers' Retirement System

6/28/2022

County Commissioners Meeting

Item Summary:

Discussion Item



Bill Webb, Health Officer, Kent County Health Department
6/28/2022
County Commissioners Meeting

Item Summary:

FY2023 Core Public Health Services Funding Agreement

ATTACHMENTS:

Description

06.28.22 Agreement, Core Public Health Services Funding Agreement July 1, 2022 through June 30, 2023,
By and Between The Maryland Department of Health and Kent County

Core Public Health Services Funding Agreement
July 1, 2022 through June 30, 2023

The Maryland Department of Health and Kent County agree as follows:

1. The amounts listed below are State and local funding available for Core Local Health Services. The State share is limited to the expenditures declared eligible for matching in COMAR 10.04.01 Funding for Core Local Health Services.

(a) Maryland Department of Health shall provide funds as follows:	Match %	Amount	TOTALS
Match Percentage (%) STATE	69.3639%		
State Match amount		\$1,290,210	
Additional State dollars for Core (COLA adjustment)			
Subtotal - State Share of match			\$1,290,210
Total STATE funds			\$1,290,210
(b) Kent County shall provide funds as follows:			
Match Percentage (%) LOCAL	30.6361%		
Required Match (local funds required for match)		\$569,850	
100% Local funds eligible for match (beyond match requirement)		\$0	
Subtotal		\$569,850	
100% Local funds (LHD) not eligible for match		\$153,925	
Total LOCAL funds			\$723,775
Total Funds			\$2,013,985

2. Political subdivision wishes to purchase biologicals through a master contract, which will be written annually by the State.

_____ Yes
(yes or no)

3. Political subdivision elects to be paying agent for items other than salaries.

_____ No
(yes or no)

4. Person authorized to approve bills before processing by fiscal authorities.

Emily McCoy
(SIGNATURE)

____ Emily McCoy, Administrator
(Print Name)

5. Political subdivision certifies that it will comply with the requirements of COMAR 10.04.01 Title 10 DEPARTMENT OF HEALTH AND MENTAL HYGIENE Subtitle 04 FISCAL Chapter 01 Funding for Core Local Health Services and materials for all actions up to the date of signature of this agreement have been furnished to the State Department of Health and Mental Hygiene or are attached to this document.

6. Political subdivision elects to audit State financial records.

____ No
(yes or no)

7. Advance plan and budget are acceptable to political subdivision.

____ Yes
(yes or no)

8. This award is based on anticipated State funding levels (General and Federal funds) and is subject to change. Written notification will be provided to the local health officer if funding levels are modified.

Date: _____
(Secretary, MDH)

Date: 6/23/22 [Signature]
(Local Health Officer)

Date: 06/28/22 P. Thomas Mason
(Local Executive Authority)



Gail Webb Owings, Executive Director, Eastern Shore Heritage, Inc.
6/28/2022
County Commissioners Meeting

Item Summary:

Request for a Letter of Support

ATTACHMENTS:

Description

06.28.22 Letter of Support, Andrew Arvizu, Assistant Administrator, Maryland Heritage Areas Authority, Maryland Historical Trust, Management Grant Application, Mini-Grant Block Grant for Eastern Shore Heritage, Inc.



The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

June 28, 2022

Andrew Arvizu, Assistant Administrator
Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place, 3rd Floor
Crownsville, MD 21032-2023

RE: Support – Management Grant Application and Mini-Grant Block Grant for Eastern Shore Heritage, Inc.

Dear Mr. Arvizu:

The County Commissioners of Kent County, Maryland support Eastern Shore Heritage Inc.'s (ESHI) applications to the Maryland Heritage Areas Authority for a management grant and mini-grant block grant funding. For many years, ESHI's role as the managing entity of the Stories of the Chesapeake Heritage Area (SCHA) has helped support local heritage partners. The staff and board of Eastern Shore Heritage, Inc provide and facilitate technical and financial support as well as act as a catalyst for the protection, preservation, and promotion of the cultural and historic heritage unique to the Stories of the Chesapeake Heritage Area. The Stories of the Chesapeake mini-grant program is an essential part of our region's efforts to enrich tourism by offering diverse exhibits, treasured oral histories, and other interpretive materials. We request that you give these grant requests every possible consideration.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

A handwritten signature in blue ink that reads "P. Thomas Mason".

P. Thomas Mason, President

A handwritten signature in blue ink that reads "Ronnie Fithian".

Ronald H. Fithian, Member

A handwritten signature in blue ink that reads "Robert N. Jacob, Jr.".

Robert N. Jacob, Jr., Member

KCC/smb

cc: Gail Webb Owings, Executive Director, Eastern Shore Heritage, Inc.



Kent County Police Accountability Board 6/28/2022 County Commissioners Meeting

Item Summary:

Resolution 2022-11 A Resolution To Introduce Provisions For The Creation Of The Kent County Police Accountability Board

ATTACHMENTS:

Description

06.28.22 Resolution 2022-11 A Resolution to Introduce Provisions Mandated by the State for the Creation of the Kent County Police Accountability Boards and Committees

RESOLUTION 2022-11

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

COMPLIANCE WITH SUNDRY REQUIREMENTS OF THE MARYLAND POLICE ACCOUNTABILITY ACTS OF 2021 AS WELL AS SUBSEQUENT LEGISLATION

A RESOLUTION TO INTRODUCE PROVISIONS MANDATED BY THE STATE FOR THE ALTERATION OF CERTAIN LAW ENFORCEMENT DISCIPLINARY PROCEDURES AND THE CREATION OF REQUISITE BOARDS AND COMMITTEES

FOR THE PURPOSE OF acknowledgment and adherence to state requirements regarding aspects of Chapters 59, 60, 62, and 132 Laws of Maryland 2021, collectively known as the “Maryland Police Accountability Act of 2021”, and associated bills that followed. This collection of legislation, in which the General Assembly repealed the Law Enforcement Officers Bill of Rights and instituted a new disciplinary process for all Law Enforcement Agencies within the state, affects numerous facets of policing including the obligation that each Maryland county create a new countywide police accountability board and an administrative charging committee, and that each Law Enforcement Agency create a new trial board process – features which become effective July 1, 2022.

RECITALS

WHEREAS, the Maryland General Assembly has instituted the requirement that all counties create a new Police Accountability Board (PAB) in order to:

1. Receive Complaints of Police Misconduct filed by members of the public.
 - a. Ensure that the following is included in the Complaint:
 - i. The name of the Police Officer accused of misconduct.
 - ii. Description of the facts on which the Complaint is based
 - iii. Contact information of the complainant or a person filing on behalf of the complainant.
 - b. Forward the Complaint to the appropriate Law Enforcement Agency within 3 days after receipt.
2. Appoint two (2) Civilian members to the Administrative Charging Committee and one (1) Civilian to any pertinent Trial Boards.
3. Quarterly:
 - a. Hold meetings with the heads of Law Enforcement Agencies and the County Government to improve matters of policing.
 - b. Review outcomes of disciplinary matters considered by the Administrative Charging Committee.
4. Annually:
 - a. Submit a report to the county no later than December 31st that,
 - i. Identifies any trends in the disciplinary process of police officers in the county.

- ii. Makes recommendations on changes to policy that would improve police accountability in the county.

WHEREAS, the Act specifies that the creation of the Police Accountability Board falls to the local governing body; therefore, the County Commissioners of Kent County (the “County”) shall:

- Establish the membership for a Police Accountability Board with the following stipulations:
 - To the extent practicable, the membership shall reflect the racial, gender, and cultural diversity of the county.
 - Active Police Officers are disallowed.
- Establish the budget and staff for a Police Accountability Board and appoint a Chair who has relevant experience to the position.
- Establish the procedures for record keeping.

WHEREAS, the Act instructs that each county shall have one Administrative Charging Committee (ACC), to serve all local Law Enforcement Agencies within its confines (including municipalities), in order to:

1. Review the findings of a Law Enforcement Agency’s completed investigation of a complaint made by a member of the public against a police officer, including relevant body camera footage - if applicable, and circumscribed to matters covered in the complaint. [Note that the Act requires ALL Law Enforcement Agencies to deploy body-worn cameras by July 1, 2025].
 - a. In executing these duties, the Administrative Charging Committee may request information or action from the investigating agency including requiring additional investigation and the issuance of subpoenas.
 - b. The ACC may record, in writing, any failure of supervision that caused or contributed to a police officer’s misconduct.
2. Decide if that police officer should be administratively charged.
 - a. If Charged, recommend discipline in accordance with the Law Enforcement Agency’s disciplinary matrix [as developed by the Maryland Police Training and Standards Commission].
 - b. If NOT Charged, the ACC may make a determination as to whether:
 - i. The allegations are Unfounded, OR
 - ii. The officer is Exonerated.
3. Authorize a police officer called to appear before the Administrative Charging Committee to be accompanied by a representative.
4. Issue a written opinion that describes in detail its findings, determinations, and recommendations and forward that written opinion to the Chief of the Law Enforcement Agency, the Police Officer, and the Complainant.
5. Members of the ACC shall meet once per month OR as needed.
6. Members Shall maintain Confidentiality relating to matters being considered until FINAL Disposition of the matter.

WHEREAS, the Act stipulates that the Administrative Charging Committee comprise the following five (5) member composition:

- The Chair of the Police Accountability Board (or another member of the PAB designated by the Chair).
- Two (2) civilian members selected by the PAB.
- Two (2) civilian members selected by the Chief Executive Officer of the county [The County Commissioners of Kent County].

WHEREAS, the Act decrees that serving as a member of the Administrative Charging Committee requires training on matters relating to police procedures from the Maryland Police Training and Standards Commission (MPTSC) as a prerequisite to appointment; consequently, no entrant may be seated until this training is completed to the satisfaction of the MPTSC.

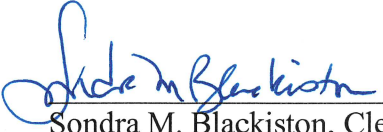
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, THAT: there shall be a Kent County Police Accountability Board and a Kent County Administrative Charging Committee to serve all Kent County, Chestertown, and Rock Hall Law Enforcement Agencies, adhering to the above Recitals and with the following provisos:

- I. The membership of the Kent County Police Accountability Board shall be as follows:
 - a. The PAB shall consist of seven (7) members and shall be appointed by the County Commissioners of Kent County
 - i. Each member shall have been a resident of Kent County for a minimum of one (1) uninterrupted year immediately prior to application for membership.
 - ii. A good faith effort is to be made to attain members residing in each of the county's seven (7) election districts.
 - iii. At least one member should reside within the jurisdiction of each municipality in the county with its own police department [i.e., Chestertown and Rock Hall].
 - b. Members serve a four (4) year term.
 - i. Upon the expiration of a term, members continue to serve until a successor is appointed.
 - ii. Members may be reappointed for one (1) additional term (successive or not).
 - iii. Members may resign at any time by providing written notice to the County.
 - iv. The County Commissioners of Kent County retain the authority to remove any member by majority vote, by its own initiative or the recommendation resulting from the majority vote of the PAB itself.
 - c. To the extent practicable, the Chairperson of the Kent County Police Accountability Board shall:

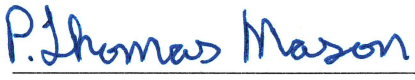
- i. Be a former sworn law enforcement officer who retired in good standing with at least a decade of service.
 - ii. Have experience serving in a supervisory position within law enforcement and/or have extensive knowledge of policing, police practices, disciplinary issues, and the criminal justice system.
 - iii. Have been a resident of Kent County for two (2) years immediately prior to appointment to the PAB.
 - d. Qualifications for all PAB members:
 - i. Members Shall have a criminal background check prior to appointment; thenceforth, they shall be bound by the Kent County Code of Ethics [Chapter 29, Code of Public Laws].
 - 1. Prior felony convictions result in automatic ineligibility.
 - 2. Members convicted of a felony while serving a term must report the conviction to the County Commissioners of Kent County and resign.
 - 3. Convictions of the following misdemeanors result in automatic ineligibility:
 - a. Perjury
 - b. Violent Crime
 - c. Any other misdemeanor carrying a maximum sentence in excess of one (1) year.
 - ii. Members Shall be registered voters of Kent County.
 - e. Members Shall maintain Confidentiality relating to matters being considered until FINAL Disposition of the matter.
- II. The County recognizes that the ACC cannot perform its mandate without the MPTSC instituting and providing both the requisite training and the new disciplinary matrix.
- a. Hence, the first order of business to be conducted upon the inaugural assembly of the new Kent County Police Accountability Board Shall be the selection of three (3) members for the Kent County Administrative Charging Committee.
 - i. The Chair of the PAB is to designate themselves or another member of the PAB to the Charging Committee.
 - ii. The full PAB will select two (2) other members for the ACC.
 - b. The County Commissioners of Kent County shall subsequently appoint the remaining two (2) members of the ACC forthwith.
 - c. Training for the five (5) ACC members will then be provided when the MPTSC makes it available.
- III. Proper public notice and necessary transparency of all meetings of the Police Accountability Board as well as the Administrative Charging Committee shall comply with the Maryland Open Meetings Act.
- a. All Meetings of the PAB and ACC are to be open meetings.
 - b. If a meeting is to be closed, it must be in accordance with the Maryland Open Meetings Act, General Provisions Article § 3-305.

ATTEST:

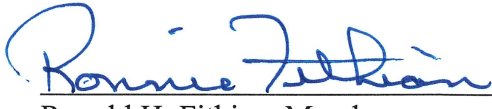
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



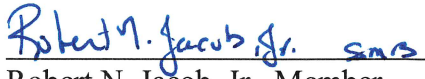
Sondra M. Blackiston, Clerk



P. Thomas Mason, President

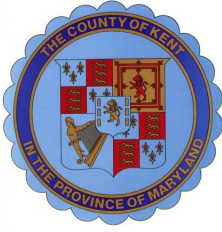


Ronald H. Fithian, Member



Robert N. Jacob, Jr., Member

ADOPTED: June 28, 2022



Tolchester Community Association, Inc.
6/28/2022
County Commissioners Meeting

Item Summary:

Special Class C (Per Diem) Liquor License

ATTACHMENTS:

Description

4830 Tolchester Community Association, Inc., Application

4830 Tolchester Community Association, Inc., License

4830

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

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

We submit and certify to the following information and statements as required.

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

Tolchester Community Association, Inc

Address P.O. Box 35 Rock Hall MD 21661

Type of Function Picnic

Location of Function Montgomery Ave Tolchester Community Center

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting 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) 6-25-22.
Begin at: 5:00 End at: 7:00 and the applicant tenders herewith the sum of (\$ 15.00 Per Diem) (\$) in payment for the license.

Please Select One:

☒ **Pick Up**

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

County Commissioners
Office

Date 6-21-22

9. Applicants

(1) Anna Ruth Tubman 9028 Rint Lane Chestertown MD 21620
Name Residence
10 years President 410780250 Anna Ruth Tubman
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17 day of June, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Anna Ruth Tubman 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.

Katie E. DiSano

Katie E. DiSano
Notary Public
Kent County
Maryland
(SEAL)

(2) Dr William Tubman 9028 Rint Lane Chestertown MD 21620
Name Residence
40 years Member 410780250 Dr William Tubman
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17 day of June, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Dr. William Tubman 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.

Katie E. DiSano

Katie E. DiSano
Notary Public
Kent County
Maryland
(SEAL)

(3) SANDY SKALBERG 9042 POINT LN CHESTERTOWN, MD 21620
Name Residence
38 years MEMBER 413-450-3424 S. Skalberg
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 17 day of June, 2022, before the subscriber, a Notary of the State of Maryland, personally appeared Sandy Skalberg 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.

Katie E. DiSano

Katie E. DiSano
Notary Public
Kent County
Maryland
(SEAL)

STATEMENT OF OWNER OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS 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 Laws 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.

Anna Ruth Tubman Signature (s)

Anna Ruth Tubman Print Name

STATE OF MARYLAND, Kent County:

THIS CERTIFIES, that on the 17 day of June, 2022,
before the subscriber, a Notary of the State of Maryland, personally appeared Anna Ruth
Tubman and acknowledged the execution of the foregoing
statement to be a true act.

WITNESS my hand and official seal.

Katie E. DiSano

(SEAL)

**Katie E. DiSano
Notary Public
Kent County
Maryland**

The Board of License Commissioners of Kent County

P. THOMAS MASON
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

ROBERT N. JACOB, JR.
MEMBER
WORTON, MD

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

www.kentcounty.com/alcoholic-beverage

SHELLEY L. HELLER
COUNTY ADMINISTRATOR

THOMAS N. YEAGER
COUNTY ATTORNEY

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) 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 Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article 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 sell, purchase, to consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

The issuance of this license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

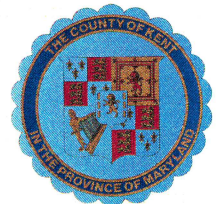
Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Tolchester Community Association, Inc

Address PO Box 35 Rock Hall MD 21661

Name Anna Ruth Tubman Phone # 410 778 0250
(Please Print)

Anna Ruth Tubman Date 17 June 22
(Signature)





No 4830

STATE OF MARYLAND
ALCOHOLIC BEVERAGE LICENSE
BOARD OF LICENSE COMMISSIONERS OF KENT COUNTY

SPECIAL CLASS "C" PER DIEM LICENSE

_____ Beer X Beer and Wine _____ Beer, Wine, Liquor

Effective Date(s): June 25, 2022

Cost: \$15.00

This is to certify that: Anna Ruth Tubman, President
Dr. William Tubman, Member
Sandy Skalberg, Member

Club, Society, or Association: Tolchestert Community Association, Inc.
Address of Club, Society, or Association: Montgomery Avenue, Tolchester Community Center, Chestertown, MD 21620

is licensed by the STATE OF MARYLAND, to keep for sale and sell alcoholic beverages for the class indicated.

Location of event: Montgomery Avenue, Tolchester Community Center, Chestertown, MD 21620

This license is issued under Authority of the Alcoholic Beverages Article of the Annotated Code of Maryland.

Issued the 24th day of June, 20 22

License fee \$15.00

Patricia Mendez

Kent County Chief Finance Officer

The license holder shall display the license conspicuously at the licensed premises during the date(s) of the event.



Procedures For Public Comment 6/28/2022 County Commissioners Meeting

ATTACHMENTS:

Description

Press and Public Comments 2022

06.28.22 Public Comments Sign In Sheet

Press and Public Comments

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

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

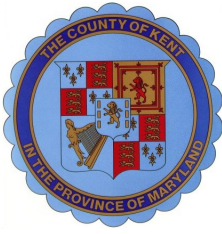
Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

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

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

**PUBLIC COMMENTS
SIGN IN SHEET
June 28, 2022**

NAME (please print)	ADDRESS	TOPIC



Ribbon Cutting Event 6/28/2022 County Commissioners Meeting

Item Summary:

Grand Opening of New Atlantic Tractor Service Facility
July 8, 2022 at 10:00 a.m.

ATTACHMENTS:

Description

06.28.22 Atlantic Tractor Grand Opening of New Service Facility, Flyer-Invitation



**Come join us for the grand opening of Atlantic Tractor of
Chestertown's new service facility!**

**Friday, July 8th, 2022
10:00 AM**

**Atlantic Tractor Chestertown
621 Morgnec Road
Chestertown, MD 21620**

Schedule of the Day's Events

Ribbon Cutting 10am

Operations Center Overview 10am

AutoPath 11am

Lunch 12pm

See & Spray 1pm

Autonomous Solutions 2pm

**RSVP to Dawn Gessner by July 3rd
dgessner@atjd.net**

Atlantic Tractor
We Live It.



American Rescue Plan Act (ARPA) Funds Spend Plan 6/28/2022 County Commissioners Meeting

ATTACHMENTS:

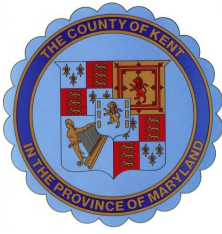
Description

6-21-2022 ARPA Fund Commissioner Report

**FY22 AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
6/21/2022**

AMERICAN RESCUE PLAN ACT FUND

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



Contingency and Use of Fund Balance Report 6/28/2022 County Commissioners Meeting

ATTACHMENTS:

Description

6-21-2022 Commissioner Report Contingency

**FY22 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
June 21, 2022**

CONTINGENCY			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/24/21	Kent County Health Department (KCHD)	\$ 227,000	Hiring of (2) nurses and (2) nursing assistants for facilitate vaccination and testing clinic
9/7/21	Circuit Court	7,131	Replace carpet in Kent County Circuit Court project #BM 22-01
9/28/21	Building and Grounds	32,785	Exterior painting of the Kent County Courthouse and Kent County Government Center RFP No BM-22-02
10/5/21	Planning & Zoning	1,039	Permit fee waiver-Kent Attainable Housing, Inc. 24909 Lambs Meadow Road
10/12/21	Buildings/Grounds-Court House	40,852	HVAC split system-Court House
10/26/21	Water and Wastewater Fund	129,600	Water/Sewer allocation fees waiver for Kent County Society project in Worton (12/1/2020)
8/3/21	Buildings/Grounds-Court House	24,940	Asbestos Abatement - Court House, replacement of tiles, Clerk of Courts
11/30/21	Kent County Health Department (KCHD)	(227,000)	Move funding source to ARPA from Contingency
12/21/21	Information Technology	29,294	Hiring of staff for vaccination & testing clinic
1/18/22	Legal Counsel	20,000	Replace Uninterrupted Power Supply (UPS)
1/25/25	Social Services	5,500	Morane Road Solar Litigation expenses
2/15/22	Kent Ag Center, Inc	41,710	Lodging at Driftwood Inn to help the homeless during the month of February
3/22/22	Social Services	5,500	Complete Pavilion Project
3/22/22	Kent County Department of Social Services	2,660	Lodging at Driftwood Inn to help the homeless during the month of March
4/5/22	Accountability Office	4,500	Summer SNAP program
4/5/22	Village of Kennedyville	10,000	Consultant for implementing Police Accountability Board
4/12/22	Information Technology	33,520	Village of Kennedyville - legal fees associated with transfer of unsold lots and open space
4/12/22	Information Technology	2,234	Cybersecurity Software and Hardware
4/19/22	Chestertown Garden Club	2,500	Ransomware
5/3/22	Upper Shore Aging	38,000	Mulch flower beds at Garnet Elementary School
6/7/22	Local Management Board	6,775	Replacement of four air condition and heating
		-	Furniture purchase related to moving of Office systems.
TOTAL		\$ 438,540	
BEGINNING CONTINGENCY BUDGET		\$ 500,000	
ENDING CONTINGENCY BALANCE		\$ 61,460	
USE OF FUND BALANCE			
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
6/22/2021	Sheriff's Office	\$ 54,776	Body Cameras five year agreement
6/22/2021	University of Maryland Extension Office	\$ 15,156	Increase FY22 Allocation-PTK positions salary increase
10/19/2021	Human Resources	\$ 3,269	Transfer of current employee to HR Specialist
4/12/2022	Contingency	\$ 100,000	Increase Contingency
TOTAL		\$ 173,201	
USE OF FUND BALANCE			
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.			