

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

June 27, 2023

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

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

Consent Items

- #1 - Regular Session Minutes, June 13, 2023
- #2 - Liquor Minutes, June 13, 2023
- #3 - Closed Session Minutes, June 13, 2023
- #4 - Public Hearing Minutes, June 13, 2023
- #5 - Alleesa Stewart, Supervisor of Finance, Kent County Public Schools
Fiscal Year 2024 Annual Budget
- #6 - Alleesa Stewart, Supervisor of Finance, Kent County Public Schools
FY2024 Electronic Transfer Request
- #7 - Arnessa Dowell, Executive Director, Kent County Public Library
FY2024 Wire Transfer Schedule Request
- #8 - Bill Mackey, Director, Planning, Housing and Zoning
Middle Department Inspection Agency Fees Revised
- #9 - Bill Mackey, Director, Planning, Housing and Zoning
Request to Transfer Funds

Special Class C Licenses

- Main Street Chestertown, Beer and Wine Only, July 1, 2023
Main Street Chestertown
- Downtown Chestertown Association, Beer and Wine Only, July 7, 2023
Downtown Chestertown Association
- Downtown Chestertown Association, Beer and Wine Only, July 28 & 29, 2023
Downtown Chestertown Association

Appointments

- Dan Schneckenburger, Executive Director, Upper Shore Workforce Investment Board
Workforce Innovation and Opportunity Act Combined Plan 2020-2024

Departmental Appointments

- Pete Landon, Director, Kent County Office of Emergency Services
Emergency Services Board and Local Emergency Planning Committee
- Scott Boone, Director, Information Technology
Request to Renew Memorandums of Understanding:

Town of Galena
Town of Millington
Circuit Court for Kent County, Maryland
Register of Wills for Kent County, Maryland
Kent County Chamber of Commerce

Scott Boone, Director, Information Technology

Virtualization - Request For Purchasing Approval

Jamie Williams, Director, Economic and Tourism Development

Arts and Entertainment District Designation Property Tax Credit

Jamie Williams, Director, Economic and Tourism Development

Pirates & Wenches Request for Delmarva Community Transit Transportation

Bill Mackey, Director, Planning, Housing and Zoning

Medical Related and Non-Medical Related Cannabis Use Resolution

Bill Mackey, Director, Planning, Housing, and Zoning

Request to Release Bond

Human Resources Director

Jim Miller, Director, Human Resources

FY2024 Salary Ranges

Public Works Director

Environmental Operations Division

FY2024 Earth Data Contract Renewals - Landfill Monitoring

Roads Division

FY2023 Surface Treatment Contract Change Order

Dan Mattson, Deputy Director, Public Works

FY2024 Diesel, Propane, Heating Oil & Gasoline Delivery Contract Approval

County Administrator

Timothy and Carolyn Shepke

Fee Waiver Request

Bill Webb, Health Officer, Kent County Health Department

FY2024 Core Public Health Services Funding Agreement

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

Letter of Support Request

Deputy Secretary Bryan Mroz, Maryland Department of Health

Thank You Letter

Kent Alcohol and Tobacco Enforcement KATE

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

License Modification Application

Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement

Tobacco Compliance Check Violation Referral

Letters for Signature

Economic and Tourism Development Commission

Letter of Appointment

Planning Commission

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Carolyn Sorge, Chair, Commission On Aging

Thank You Letter

Maryland Department of Agriculture, Office of Plant Industries and Pest Management

2022 Spongy Moth Survey Report

Mary Etta Reedy, President, Kent County Learning Center

Thank You Letter

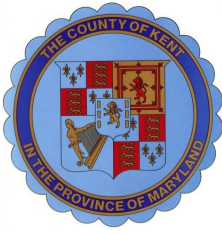
American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

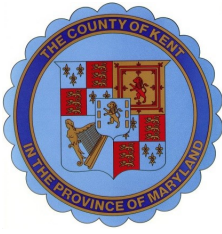
(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific 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.)



**#1 - Regular Session Minutes, June 13, 2023
6/27/2023
County Commissioners Meeting**

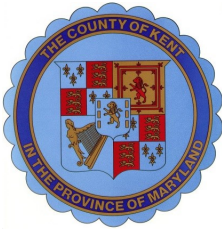
ATTACHMENTS:

Description



**#2 - Liquor Minutes, June 13, 2023
6/27/2023
County Commissioners Meeting**

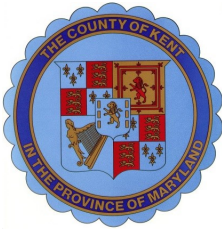
ATTACHMENTS:
Description



**#3 - Closed Session Minutes, June 13, 2023
6/27/2023
County Commissioners Meeting**

ATTACHMENTS:

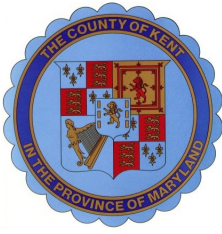
Description



**#4 - Public Hearing Minutes, June 13, 2023
6/27/2023
County Commissioners Meeting**

ATTACHMENTS:

Description



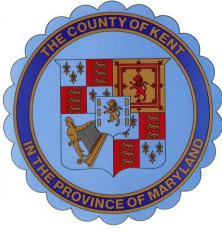
#5 - Alleesa Stewart, Supervisor of Finance, Kent County Public Schools
6/27/2023
County Commissioners Meeting

Item Summary:

Fiscal Year 2024 Annual Budget

ATTACHMENTS:

Description



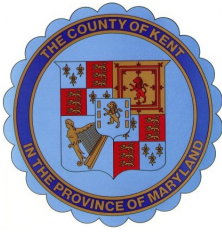
#6 - Alleesa Stewart, Supervisor of Finance, Kent County Public Schools
6/27/2023
County Commissioners Meeting

Item Summary:

FY2024 Electronic Transfer Request

ATTACHMENTS:

Description



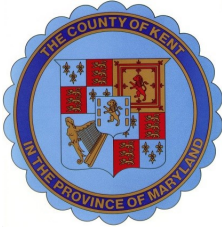
#7 - Arnessa Dowell, Executive Director, Kent County Public Library
6/27/2023
County Commissioners Meeting

Item Summary:

FY2024 Wire Transfer Schedule Request

ATTACHMENTS:

Description



#8 - Bill Mackey, Director, Planning, Housing and Zoning

6/27/2023

County Commissioners Meeting

Item Summary:

The Middle Department Inspection Agency (MDIA) performs reviews for building plans and inspections on behalf of the County. The County collects fees to offset the costs of MDIA fees and for administration. MDIA notified the County that MDIA is raising its fees and the attached revised fee schedule is proposed to cover these costs. Because residential fees and commercial fees in the past were very close in cost, there was not a separate commercial fee on the schedule. Since the increase by MDIA is now different from the residential fees, a new commercial fee will be collected by the County to recover these costs.

ATTACHMENTS:

Description

Revised fee schedule with changes highlighted

KENT COUNTY DEPARTMENT OF PLANNING & ZONING
County Government Center, 400 High Street, Chestertown, MD 21620
410-778-7423 – FAX 410-810-2932
FEE SCHEDULE – Effective July 1, 2023

RESIDENTIAL	
New Single-Family Dwellings	\$0.15 per square foot, minimum of \$215 (2022 fee was \$200)
Two Family Dwelling/Duplex (2 bedrooms)	\$0.15 per square foot, minimum of \$280 per unit (2022 fee was \$235) Each additional bedroom \$30 (2022 fee was \$25.00)
Townhouse/Condo (3 Bedrooms)	\$0.15 per square foot, minimum of \$235 -1 st unit; each additional unit \$85 Each additional bedroom \$30 (2022 fee was \$25.00)
Multi-Family Dwelling (2 bedrooms)	\$0.15 per square foot, minimum of \$295.00 1 st unit; each additional unit \$80 Each additional bedroom \$30 (2022 fee was \$25.00)
Additions/Decks/Porches/Breezeways/Renovations under 600 square feet	\$100 (2022 fee was \$.15 per square foot)
Additions/Decks/Porches/Breezeways/Renovations over 600 square feet	\$215 (2022 fee was \$.15 per square foot)
Accessory buildings – 200 sq. ft. or less	\$25
Accessory buildings – over 200 sq. ft.	\$0.21 per square foot, minimum of \$85 (2022 fee was \$.12 per square foot)
Agricultural buildings – 500 sq. ft. or less	\$25
Agricultural buildings – over 500 sq. ft	\$50, provided the projects remain exempt from inspections
Boat Lift	\$50
Dog Kennels-Private	\$25
Fence	\$25
Fireplace and Chimney (2 flues)	\$70, each additional flue \$14 (2022 fee was \$60.00 and \$12.00)
Hunting Trailers	\$25
Logging/Forest Harvest	\$100 application & \$20/acre review
Piers	\$100
Satellite Dishes (with a diameter over 3 ft)	\$25
Shore Erosion Control (bulkhead/retaining wall)	\$300 (\$150 application & \$150 review)
Signs	\$30
Solar Structures-up to 85 KW	\$85
Solar Structures-over 85 KW	\$1.00 per KW
Swimming Pools	\$75
Tennis Courts/Spas/Hot tubs	\$50
Underground Fuel Tanks	\$25
Use Permits/Zoning Certificates	\$35
Wind Turbines and Windmills - Small	\$85
COMMERCIAL	
Commercial/Industrial-all projects	\$.25 per square feet (new fee)
Dog Kennels – Public	\$35
Marinas	\$20 per slip
New towers	Height of the tower times the base plus the square footage for the compound structure/s
Antennas	\$85 (2022 fee was \$25.00 per antenna)
Cabinets	\$.15 per square foot, minimum of \$85 for each cabinet
BUILDING PERMIT POLICIES	
Extension of Permit	no charge
Permit Revision	\$25 per revision/amendment form plus \$0.15 per square foot for any additional square footage.
Refund- After 1 st Inspection	No refund
Refund-Permit issued or under review	County retains 50% or minimum of \$25, whichever is greater

NO REFUND WILL BE MADE AFTER TWO YEARS FROM DATE OF APPLICATION

SEDIMENT CONTROL INSPECTION *

Standard Sediment Control	\$100	
Sediment Control – Engineered Plans	Project Cost	
	\$0 – \$499	\$25.00
	\$500 – \$2,499	\$50.00
	\$2,500 – \$25,999	3% of project cost
	\$26,000 – \$49,999	2% of project cost
	\$50,000 – \$74,999	1% of project cost
	Over \$75,000	½% of project cost

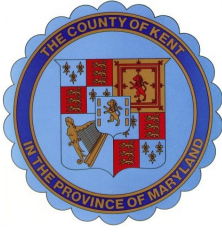
* See Kent Soil and Water Conservation District Fee Schedule for Sediment Control Application and Review Fees

STORMWATER MANAGEMENT REVIEW

Single-family Residential Dwelling (three-part review)	\$900
New Commercial/Office	\$4,500
Agricultural Buildings	\$1,400
Formal Plan – Minor Subdivision or Site Plan	\$1,800
Major Subdivision or Site Plan	Estimate upon request
Re-Review of Projects (if applicant requests changes in design)	25% of original

PLANNING AND ZONING

Adjustment of Lot Lines	\$50
Road Waiver	\$200
Minor Subdivision	\$90 plus \$50 per lot
Major Subdivision – Concept Plan	\$200 plus \$50 per lot
Major Subdivision – Preliminary Plan	\$200 plus \$75 per lot
Major Subdivision – Final Plan	\$200 plus \$25 per lot
Extension of Approvals	\$200
Minor Site Plan	\$50
Site Plan Review – Concept	\$200 plus \$25 per acre over 1 acre of disturbance
Site Plan Review – Preliminary	\$200 plus \$25 per acre over 1 acre of disturbance
Site Plan Review – Final	\$200
Extension of Approvals	\$200
Minor Amendments	\$50
Major Amendments	\$200
Administrative Review – Variances and Special Exceptions	\$200
Board of Appeals – Variances and Special Exceptions	\$350
Board of Appeals – Appeals of Zoning Administrator’s Decision	\$250
Zoning Text Amendments	\$500
Zoning Map Amendments	\$500
Growth Allocation	\$500



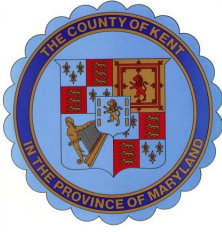
#9 - Bill Mackey, Director, Planning, Housing and Zoning
6/27/2023
County Commissioners Meeting

Item Summary:

Request to Transfer Funds

ATTACHMENTS:

Description



**Main Street Chestertown, Beer and Wine Only, July 1, 2023
6/27/2023
County Commissioners Meeting**

Item Summary:

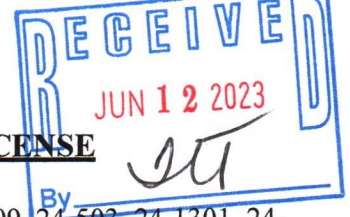
Main Street Chestertown

ATTACHMENTS:

Description

Main Street Chestertown, Beer and Wine Only, July 1, 2023 Application

#4884



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:

Main Street Chesterfown

Address 100 High Street Chesterfown

Type of Function Carnival on High

Location of Function Foot of High Street

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) Saturday, July 1, 2023
Begin at: 4pm End at: 9pm and the applicant tenders herewith the sum of (\$ 15 Per Diem) (\$ 15)
in payment for the license.

Please Select One:

(X) Pick Up

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

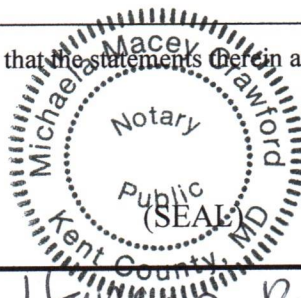
9. Applicants

(1) Nerina Fleegle 8853 Fairlee Rd Chestertown
Name Residence
11 years Exec. Director 4107182991 N. Fleegle
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Nerina Fleegle 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.

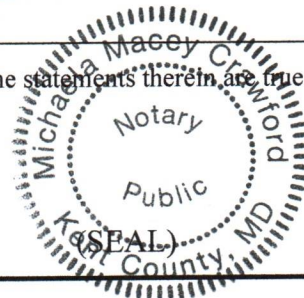


(2) Kelly Cuff Reed 25799 John Harrison Road
Name Residence
17 years Assist. Director 410-708-9073 Kelly Cuff Reed
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Kelly Cuff Reed 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.

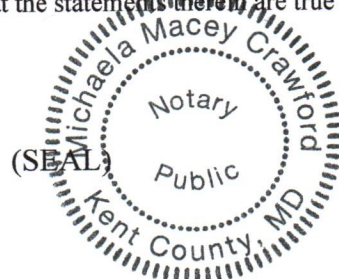


(3) Kristin W. Owen 8875 Chesapeake, Chestertown MD 21620
Name Residence
17 years President 410-708-610 Kristin W. Owen
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 5th day of June, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared Kristin W. Owen 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.



**STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND**

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: W. S. Ingersoll PRINT NAME: W. S. INGERSOLL

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: W. S. Ingersoll PRINT NAME: W. S. INGERSOLL

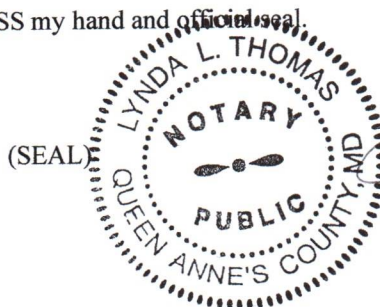
TITLE OF AUTHORIZED AGENT: TOWN MANAGER

**NOTARY
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Kent :

THIS CERTIFIES, That on the 5th day of June, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared W. S. Ingersoll and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Lynda Thomas
6.30.24



4884

Board of License CommissionersRonald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney**SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT**

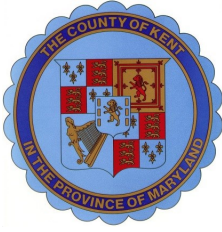
In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic 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. Main Street Chestertown
Address 118 N. Cross St. Chestertown, MD
Name Nina Fleagle N. Fleagle
(Please Print) (Signature)
Phone # 410-778-2991 Date 6/5/23



**Downtown Chestertown Association, Beer and Wine Only, July 7, 2023
6/27/2023
County Commissioners Meeting**

Item Summary:

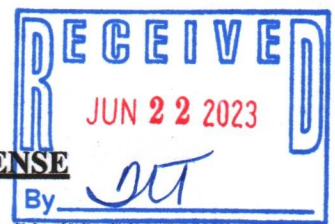
Downtown Chestertown Association

ATTACHMENTS:

Description

Downtown Chestertown Association, Beer and Wine Only. July 7, 2023, Application

#4885



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:

Downtown CHESTER TOWN ASSOC

Address PO Box 745 CHESTER TOWN MD 21620

Type of Function SELL BEER/WINE FOR CRAZY DAYS + FIRST FRIDAY

Location of Function HIGH STREET - CORNER CROSS + HIGH

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? Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) July 7 5 to 7pm
Begin at: 5 to 7pm End at: 7pm and the applicant tenders herewith the sum of (\$ 1 Per Diem) (\$ 0) in payment for the license.

Please Select One:

() Pick Up 443-480-1987 Louise Andy

☒ Mail Permit (will be mailed to above address)

9. Applicants

(1) Louise Gaddard 21167 KANSAS Ave Chestertown Md
Name Residence
36 yrs President 443 480 1987
Length of Residence in Kent Co. Committee Title Phone No. Louise Gaddard
(Signature of Applicant)

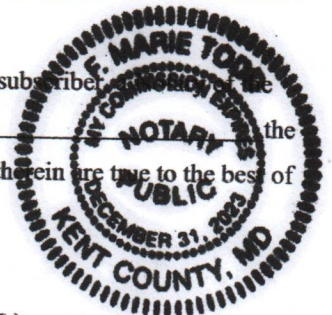
STATE OF MARYLAND

This certifies, that on the 22ND day of JUNE, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared LOUISE GADDARD 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.

F. Marie Todd

(SEAL)



(2) Cynthia Newsome 24461 Lambs Meadow Rd. Worton Md.
Name Residence
63 Secretary 443-486-3473
Length of Residence in Kent Co. Committee Title Phone No. Cynthia M Newsome
(Signature of Applicant)

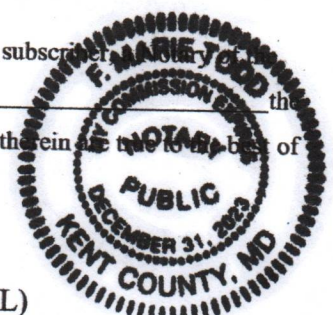
STATE OF MARYLAND

This certifies, that on the 22ND day of JUNE, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared CYNTHIA NEWSOME 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.

F. Marie Todd

(SEAL)



(3) Robert R Ramsey 307 High St Capt A
Name Residence
3 Treasurer 410 708 0974
Length of Residence in Kent Co. Committee Title Phone No. R Ramsey
(Signature of Applicant)

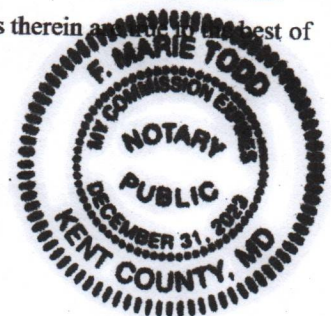
STATE OF MARYLAND

This certifies, that on the 22ND day of JUNE, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared ROBERT R RAMSEY 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.

F. Marie Todd

(SEAL)



STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: W. S. Ingersoll PRINT NAME: W. S. INGERSOLL

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: W. S. Ingersoll PRINT NAME: W. S. INGERSOLL

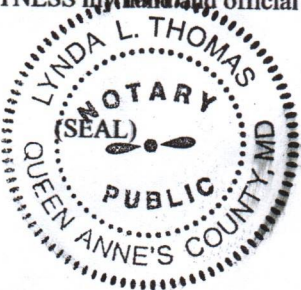
TITLE OF AUTHORIZED AGENT: TOWN MANAGER

NOTARY
OWNER/ENTITY OF PREMISES

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 22nd day of June, 20 23, before the subscriber, a Notary of the State of Maryland, personally appeared WS Ingersoll and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



[Signature]
6.30.24



Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

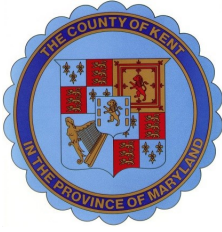
In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic 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. DOWNTOWN CHESTERTOWN ASSOC
Address PO Box 745 CHESTERTOWN MD 21620
Name Louise Goddard [Signature]
(Please Print) (Signature)
Phone # 443 480 1987 Date 6/21/2023



**Downtown Chestertown Association, Beer and Wine Only, July 28 & 29,
2023
6/27/2023
County Commissioners Meeting**

Item Summary:

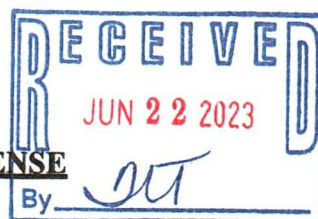
Downtown Chestertown Association

ATTACHMENTS:

Description

Downtown Chestertown Association, Beer and Wine Only, July 28 & 29, 2023, Application

#4886



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:

DOWNTOWN CHESTER TOWN ASSOC
 Address PO Box 745 Chester MD 21620
 Type of Function SELL BEER/WINE FOR CRAZY DAYS + FIRST FRIDAY
 Location of Function HIGH STREET - CORNER CROSS + HIGH

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? ____ Yes or No

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

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

8. The license for which this application is made is to be for the following day(s) July 28 4 to 5pm
 Begin at: ____ End at: ____ and the applicant tenders herewith the sum of (\$ ____ Per Diem) (\$ ____)
 in payment for the license.

Please Select One:

() Pick Up 443-480-1987 Louise Andy

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

July 29 noon to 4pm

9. Applicants

(1) Louise Gaddard 21167 KANSAS Ave Chestertown Md
Name Residence
36 yrs President 443 480 1987 Louise Gaddard
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

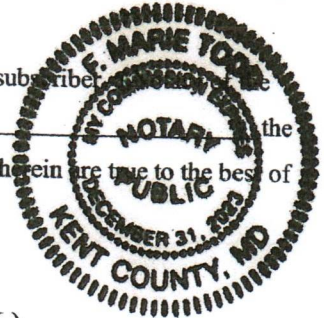
STATE OF MARYLAND

This certifies, that on the 22ND day of JUNE, 2023, before the subscriber, the undersigned, a Notary Public for the State of Maryland, personally appeared LOUISE GADDARD 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.

F. Marie Todd

(SEAL)



(2) Cynthia Newsome 24461 Lambs Meadow Rd. Worton, Md.
Name Residence
63 Secretary 443-480-3473 Cynthia M Newsome
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

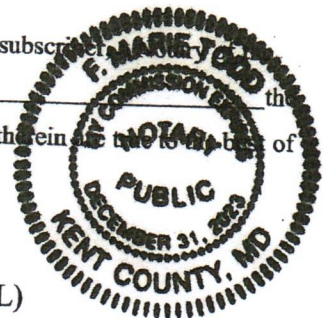
STATE OF MARYLAND

This certifies, that on the 22ND day of JUNE, 2023, before the subscriber, the undersigned, a Notary Public for the State of Maryland, personally appeared CYNTHIA NEWSOME 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.

F. Marie Todd

(SEAL)



(3) Robert R Ramsey 307 High St Capt A
Name Residence
3 TRUSSEER 410 708 0474 R Ramsey
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

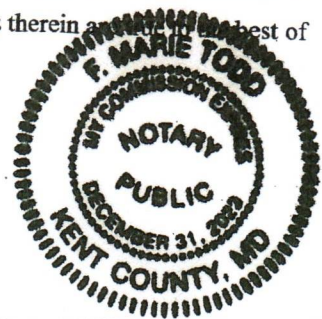
STATE OF MARYLAND

This certifies, that on the 22ND day of JUNE, 2023, before the subscriber, a Notary of the State of Maryland, personally appeared ROBERT R RAMSEY 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.

F. Marie Todd

(SEAL)



STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: W. S. Ingersoll PRINT NAME: W. S. INGERSOLL

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: TOWN OF CHESTERTOWN

AUTHORIZED AGENT SIGNATURE: W. S. Ingersoll PRINT NAME: W. S. INGERSOLL

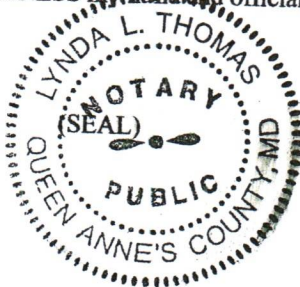
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SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

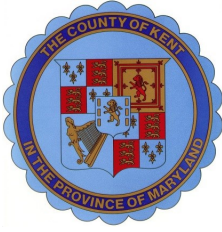
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Name of organization, club, etc. DOWNTOWN CHESTERTOWN ASSOC
Address PO Box 745 CHESTERTOWN MD 21620
Name Louise Goddard Louise Goddard
(Please Print) (Signature)
Phone # 443 480 1987 Date 6/21/2023



**Dan Schneckenburger, Executive Director, Upper Shore Workforce
Investment Board**

6/27/2023

County Commissioners Meeting

Item Summary:

Workforce Innovation and Opportunity Act Combined Plan 2020-2024

ATTACHMENTS:

Description

06.27.23 Upper Shore Workforce Investment Board, US W Area, Workforce Innovation and Opportunity Act Combined Plan 2020-2024



Workforce Innovation and Opportunity Act
Local Plan 2022-2024

UPPER SHORE WORKFORCE AREA

Workforce Innovation and Opportunity Act
Local Plan

Contents

Section 1: Economic Analysis	4
Section 2: Strategic Planning to Maximize the Earning Capacity of Marylanders.....	15
Section 3: Strategic Planning to Strengthen the Local Workforce System.....	25
Section 4: American Job Center Delivery System	33
Section 5: Title I Adult, Youth, and Dislocated Worker Functions.....	38
Section 6: Title II- Adult Education and Family Literacy Functions.....	49
Section 7: Title III- Wagner-Peyser Functions	53
Section 8: Title IV-Vocational Rehabilitation	58
Section 9: Temporary Assistance for Needy Families Functions	60
Section 10: Supplemental Nutrition Assistance Program Employment and Training (SNAP E+T)64	
Section 11: Community Services Block Grant.....	64
Section 12: Jobs for Veterans State Grants Functions.....	67
Section 13: Trade Adjustment Assistance for Workers Program	71
Section 14: Unemployment Insurance Functions.....	73
Section 15: Senior Community Service Employment Program Function	75
Section 16: WIOA Section 188 and Equal Opportunity Functions.....	76
Section 17- Fiscal, Performance and Other Functions.....	98

Public Information: Please visit www.uswib.org, "USWIB Documents" tab for Upper Shore public documents including:

- ✓ Multi County Agreement
- ✓ Upper Shore Workforce Area MOU
- ✓ Upper Shore Workforce Investment Board BY-LAWS
- ✓ Upper Shore Workforce Investment Board Meeting Schedule
- ✓ Upper Shore Workforce Investment Board Membership
- ✓ WIB & College Agreement
- ✓ WIB Member Information
- ✓ Local Four Year Integrated Plan
- ✓ Shore Regional Workforce Plan
- ✓ USWIB Section 188 Equal Opportunity Plan

Section 1: Economic Analysis

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still affecting the workforce and other aspects of life. The economic impact of COVID-19 in the out years of this plan is unknown.

Data in the Economic Analysis section of the Upper Shore plan is from Chmura JobsEQ Economic Overview Report unless otherwise cited.

Demographic Profile

The population in the Upper Shore -5 Counties was 171,960 per American Community Survey data for 2016-2020. According to the Maryland Geological Survey, there are 2016.38 square miles of land and water in the Upper Shore Counties- Caroline, 324.39 square miles; Dorchester, 660.97 square miles; Kent, 303.64 square miles; Queen Anne's, 401.06 square miles; Talbot 326.32 square miles. The United States Department of Agriculture Economic Research Service (USDA ERS) delineates an area as rural if the population per square mile is less than 500 people. The Upper Shore population per square mile (172,676 people divided by 2016.38 square miles) is 96.9. By the USDA ERS definition, the Upper Shore is rural.

Net Natural Change, a measure of births minus deaths, for Maryland counties is available from the Population Division of the United States Census Bureau, release date March 2023. This data as prepared by the Maryland Department of Planning for the period 7/1/22 – 4/1/23, indicates that the Upper Shore had a net natural change of 104, that is, there were 104 more births than deaths during the period.

The median age for the Upper Shore counties is 45.4 years. The median age for the State of Maryland is 38.8 years. The median age for the United States is 38.2 years.

The region has a civilian labor force of 86,839 with a participation rate of 61.7%. Of individuals 25 to 64 in the Upper Shore -5 Counties, 30.0% have a bachelor's degree or higher which compares with 34.3% in the nation.

The median household income in the Upper Shore - 5 Counties is \$71,574 and the median house value is \$287,425.

	Summary ¹			Value		
	Percent					
	Upper Shore - 5 Counties	Maryland	USA	Upper Shore - 5 Counties	Maryland	USA
Demographics						
Population (ACS)	—	—	—	171,960	6,037,624	326,569,308
Male	48.3%	48.5%	49.2%	83,023	2,925,644	160,818,530

	Summary ¹			Value		
	Percent					
	Upper Shore - 5 Counties	Maryland	USA	Upper Shore - 5 Counties	Maryland	USA
Female	51.7%	51.5%	50.8%	88,937	3,111,980	165,750,778
Median Age ²	—	—	—	45.4	38.8	38.2
Under 18 Years	20.5%	22.2%	22.4%	35,178	1,340,766	73,296,738
18 to 24 Years	7.7%	8.8%	9.3%	13,219	532,160	30,435,736
25 to 34 Years	10.8%	13.7%	13.9%	18,621	829,403	45,485,165
35 to 44 Years	10.5%	12.9%	12.7%	18,084	776,058	41,346,677
45 to 54 Years	13.1%	13.5%	12.7%	22,601	817,301	41,540,736
55 to 64 Years	15.4%	13.4%	12.9%	26,402	811,061	42,101,439
65 to 74 Years	12.3%	9.1%	9.4%	21,170	546,754	30,547,950
75 Years and Over	9.7%	6.4%	6.7%	16,685	384,121	21,814,867
Race: White	79.3%	54.2%	70.4%	136,436	3,275,048	229,960,813
Race: Black or African American	13.1%	29.9%	12.6%	22,524	1,803,128	41,227,384
Race: American Indian and Alaska Native	0.2%	0.3%	0.8%	305	15,860	2,688,614
Race: Asian	1.0%	6.4%	5.6%	1,803	384,429	18,421,637
Race: Native Hawaiian and Other Pacific Islander	0.0%	0.0%	0.2%	19	2,650	611,404
Race: Some Other Race	1.8%	4.7%	5.1%	3,156	285,370	16,783,914
Race: Two or More Races	4.5%	4.5%	5.2%	7,717	271,139	16,875,542
Hispanic or Latino (of any race)	5.7%	10.3%	18.2%	9,833	619,418	59,361,020
Population Growth						
Population (Pop Estimates) ⁴	—	—	—	172,676	6,055,802	329,484,123
Population Annual Average Growth ⁴	0.1%	0.5%	0.6%	104	26,702	2,015,698
People per Square Mile	—	—	—	96.9	622.8	92.9
Economic						
Labor Force Participation Rate and Size (civilian population 16 years and over)	61.7%	67.4%	63.2%	86,839	3,243,851	164,759,496
Prime-Age Labor Force Participation Rate and Size (civilian population 25-54)	84.0%	86.0%	82.4%	49,716	2,065,798	105,137,520
Armed Forces Labor Force	0.1%	0.7%	0.4%	154	32,103	1,143,342
Veterans, Age 18-64	4.9%	5.4%	4.5%	4,826	202,011	8,920,267
Veterans Labor Force Participation Rate and Size, Age 18-64	81.3%	83.2%	76.8%	3,922	168,043	6,853,673
Median Household Income ²	—	—	—	\$71,574	\$87,063	\$64,994
Per Capita Income	—	—	—	\$39,391	\$43,352	\$35,384
Mean Commute Time (minutes)	—	—	—	31.1	33.0	26.9
Commute via Public Transportation	1.1%	7.4%	4.6%	878	226,646	7,044,886
Educational Attainment, Age 25-64						
No High School Diploma	9.2%	8.4%	10.5%	7,874	271,152	17,929,220
High School Graduate	31.7%	23.0%	25.4%	27,178	744,390	43,289,555
Some College, No Degree	20.7%	19.0%	20.5%	17,774	613,931	34,959,338
Associate's Degree	8.4%	7.2%	9.3%	7,182	232,557	15,776,790
Bachelor's Degree	18.7%	23.1%	21.6%	16,068	747,880	36,888,244
Postgraduate Degree	11.2%	19.3%	12.7%	9,632	623,913	21,630,870
Housing						
Total Housing Units	—	—	—	82,701	2,459,650	138,432,751
Median House Value (of owner-occupied units) ²	—	—	—	\$287,425	\$325,400	\$229,800
Homeowner Vacancy	1.7%	1.4%	1.4%	860	22,023	1,129,755
Rental Vacancy	2.7%	5.7%	5.8%	529	44,432	2,704,553
Renter-Occupied Housing Units (% of Occupied Units)	27.3%	32.9%	35.6%	19,042	734,699	43,552,843
Occupied Housing Units with No Vehicle Available (% of Occupied Units)	6.7%	8.8%	8.5%	4,700	196,074	10,344,521
Social						
Poverty Level (of all people)	10.4%	9.0%	12.8%	17,579	531,553	40,910,326
Households Receiving Food Stamps/SNAP	12.8%	10.1%	11.4%	8,936	224,592	13,892,407
Enrolled in Grade 12 (% of total population)	1.3%	1.3%	1.3%	2,278	79,896	4,358,865

	Summary ¹					
	Percent			Value		
	Upper Shore - 5 Counties	Maryland	USA	Upper Shore - 5 Counties	Maryland	USA
Disconnected Youth ³	2.4%	2.0%	2.5%	202	6,089	433,164
Children in Single Parent Families (% of all children)	36.0%	34.5%	34.0%	11,826	440,091	23,628,508
Uninsured	4.7%	5.9%	8.7%	8,014	352,186	28,058,903
With a Disability, Age 18-64	11.3%	8.9%	10.3%	11,024	327,152	20,231,217
With a Disability, Age 18-64, Labor Force Participation Rate and Size	43.7%	48.7%	43.2%	4,819	159,290	8,740,236
Foreign Born	5.3%	15.2%	13.5%	9,038	916,067	44,125,628
Speak English Less Than Very Well (population 5 yrs and over)	2.6%	7.0%	8.2%	4,305	396,869	25,312,024

Source: [JobsEQ®](#)

1. American Community Survey 2016-2020, unless noted otherwise

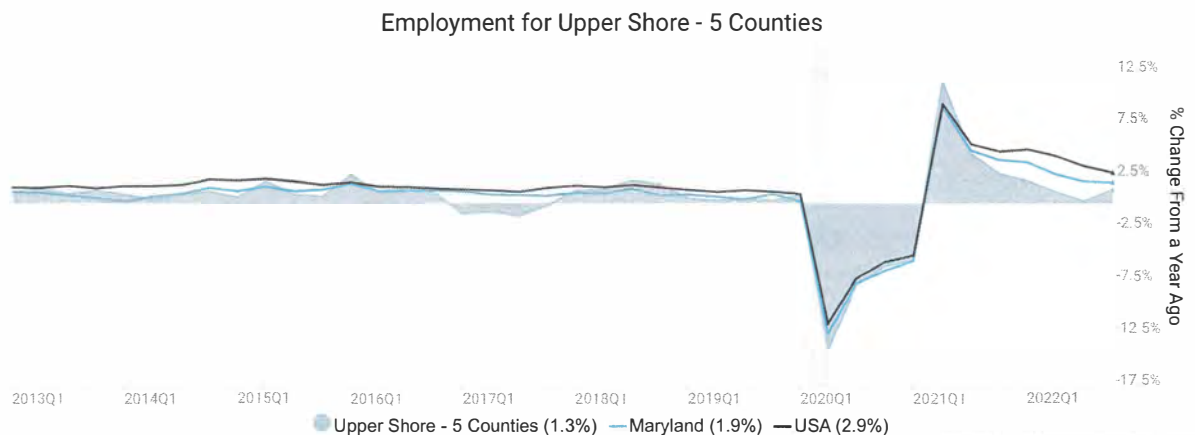
2. Median values for certain aggregate regions (such as MSAs) may be estimated as the weighted averages of the median values from the composing counties

3. Disconnected Youth are 16-19 year olds who are (1) not in school, (2) not high school graduates, and (3) either unemployed or not in the labor force

4. Census Population Estimate for 2020, annual average growth rate since 2010

Employment Trends

As of 2022Q4, total employment for the Upper Shore - 5 Counties was 86,839 (based on a four-quarter moving average). Over the year ending 2022Q4, employment increased 1.3% in the region.



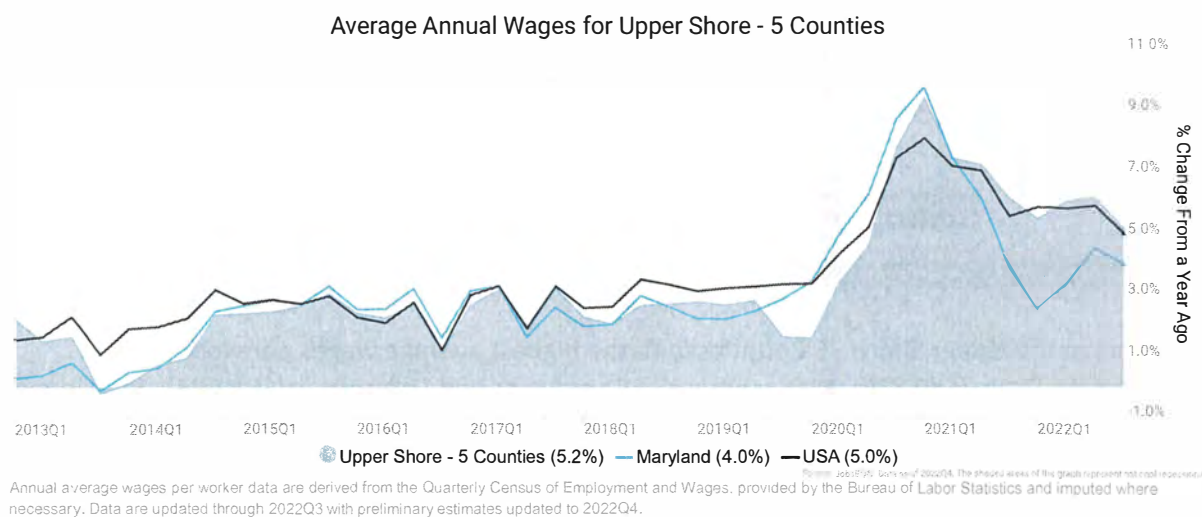
Employment data are derived from the Quarterly Census of Employment and Wages, provided by the Bureau of Labor Statistics and imputed where necessary. Data are updated through 2022Q3 with preliminary estimates updated to 2022Q4.

Unemployment Rate

The unemployment rate for the Upper Shore -5 Counties was 3.9% as of April 2023. The regional unemployment rate was lower than the national rate of 4.5%. One year earlier, in April 2022, the unemployment rate in the Upper Shore -5 Counties was 4.2% showing resiliency and strength in the labor market.

Wage Trends

The average worker in the Upper Shore - 5 Counties earned annual wages of \$51,016 as of 2022Q4. Average annual wages per worker increased 5.2% in the region over the preceding four quarters. For comparison purposes, annual average wages were \$68,838 in the nation as of 2022Q4.



Cost of Living Index

The Cost of Living Index estimates the relative price levels for consumer goods and services. When applied to wages and salaries, the result is a measure of relative purchasing power. The cost of living is 7.0% higher in Upper Shore - 5 Counties than the U.S. average.

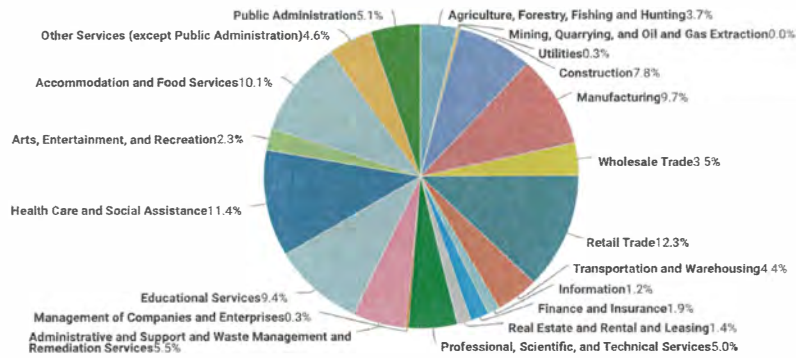
Cost of Living Information			
	Annual Average Salary	Cost of Living Index (Base US)	US Purchasing Power
Upper Shore - 5 Counties	\$51,016	107.0	\$47,673
Maryland	\$71,984	120.1	\$59,917
USA	\$68,838	100.0	\$68,838

Source: [JobsEQ®](#), Data as of 2022Q4, Cost of Living per [COLI](#) data as of 2022Q4, imputed by Chmura where necessary.

Industry Snapshot

The largest sector in the Upper Shore - 5 Counties is Retail Trade, employing 8,469 workers. The next-largest sectors in the region are Health Care and Social Assistance (7,808 workers) and Accommodation and Food Services (6,966). High location quotients (LQs) indicate sectors in which a region has high concentrations of employment compared to the national average. The sectors with the largest LQs in the region are Agriculture, Forestry, Fishing and Hunting (LQ = 2.80), Construction (1.31), and Retail Trade (1.23).

Total Workers for Upper Shore - 5 Counties by Industry



Employment data are derived from the Quarterly Census of Employment and Wages, provided by the Bureau of Labor Statistics and imputed where necessary. Data are updated through 2022Q3 with preliminary estimates updated to 2022Q4.

Sectors in the Upper Shore - 5 Counties with the highest average wages per worker are Wholesale Trade (\$86,818), Management of Companies and Enterprises (\$84,693), and Finance and Insurance (\$84,550). Regional sectors with the best job growth (or most moderate job losses) over the last 5 years are Administrative and Support and Waste Management and Remediation Services (+616 jobs), Professional, Scientific, and Technical Services (+466), and Construction (+465).

Over the next 1 year, employment in the Upper Shore - 5 Counties is projected to contract by 62 jobs. The fastest growing sector in the region is expected to be Accommodation and Food Services and now Information occupations with a +0.9% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Accommodation and Food Services (+66 jobs), Health Care and Social Assistance (+25), and Other Services (except Public Administration) (+9).

Upper Shore - 5 Counties, 2022Q4¹

NAICS	Industry	Empl	Current		5-Year History		1-Year Forecast				
			Avg Ann Wages	LQ	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
44	Retail Trade	8,469	\$35,227	1.23	-246	-0.6%	1,117	515	679	-76	-0.9%
62	Health Care and Social Assistance	7,808	\$55,945	0.79	-1,716	-3.9%	829	370	434	25	0.3%
72	Accommodation and Food Services	6,966	\$26,942	1.19	-746	-2.0%	1,285	552	668	66	0.9%
31	Manufacturing	6,653	\$58,656	1.20	350	1.1%	687	268	455	-36	-0.5%
61	Educational Services	6,470	\$52,181	1.19	77	0.2%	632	303	335	-5	-0.1%
23	Construction	5,326	\$54,233	1.31	465	1.8%	510	187	333	-11	-0.2%
56	Administrative and Support and Waste Management and Remediation Services	3,770	\$45,718	0.85	616	3.6%	448	185	271	-9	-0.2%
92	Public Administration	3,532	\$58,607	1.12	126	0.7%	328	145	206	-23	-0.6%
54	Professional, Scientific, and Technical Services	3,417	\$66,712	0.68	466	3.0%	308	113	194	1	0.0%
81	Other Services (except Public Administration)	3,165	\$36,939	1.08	-75	-0.5%	392	161	222	9	0.3%
48	Transportation and Warehousing	3,033	\$56,162	0.89	413	3.0%	366	148	216	2	0.1%

Upper Shore - 5 Counties, 2022Q4¹

NAICS	Industry	Empl	Current		5-Year History		1-Year Forecast				
			Avg Ann Wages	LQ	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
11	Agriculture, Forestry, Fishing and Hunting	2,532	\$56,027	2.80	43	0.3%	316	142	181	-6	-0.2%
42	Wholesale Trade	2,385	\$86,818	0.92	118	1.0%	257	98	167	-8	-0.3%
71	Arts, Entertainment, and Recreation	1,581	\$30,203	1.19	-106	-1.3%	242	99	136	7	0.4%
52	Finance and Insurance	1,322	\$84,550	0.48	-247	-3.4%	120	47	77	-4	-0.3%
53	Real Estate and Rental and Leasing	967	\$55,065	0.79	28	0.6%	93	45	55	-7	-0.7%
51	Information	828	\$83,307	0.59	-54	-1.3%	89	29	52	7	0.9%
55	Management of Companies and Enterprises	205	\$84,693	0.19	-160	-10.9%	18	7	12	-1	-0.6%
22	Utilities	191	\$84,522	0.55	37	4.4%	16	7	12	-3	-1.4%
21	Mining, Quarrying, and Oil and Gas Extraction	20	\$58,340	0.08	-22	-13.8%	2	1	1	0	0.2%
Total - All Industries		68,641	\$51,016	1.00	-636	-0.2%	7,848	3,306	4,604	-62	-0.1%

Occupation Snapshot

The largest major occupation group in the Upper Shore - 5 Counties is Office and Administrative Support Occupations, employing 7,475 workers. The next-largest occupation groups in the region are Sales and Related Occupations (6,929 workers) and Food Preparation and Serving Related Occupations (6,174). High location quotients (LQs) indicate occupation groups in which a region has high concentrations of employment compared to the national average. The major groups with the largest LQs in the region are Farming, Fishing, and Forestry Occupations (LQ = 2.51), Building and Grounds Cleaning and Maintenance Occupations (1.41), and Educational Instruction and Library Occupations (1.19).

Occupation groups in the Upper Shore - 5 Counties with the highest average wages per worker are Management Occupations (\$109,700), Legal Occupations (\$101,900), and Healthcare Practitioners and Technical Occupations (\$100,100). The unemployment rate in the region varied among the major groups from 1.3% among Legal Occupations to 6.0% among Food Preparation and Serving Related Occupations.

Over the next 1 year, the fastest growing occupation group in the Upper Shore - 5 Counties is expected to be Food Preparation and Serving Related Occupations with a +0.8% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Food Preparation and Serving Related Occupations (+49 jobs) and Healthcare Support Occupations (+17). Over the same period, the highest separation demand (occupation demand due to retirements and workers moving from one occupation to another) is expected in Food Preparation and Serving Related Occupations (1,180 jobs) and Sales and Related Occupations (937).

Upper Shore - 5 Counties, 2022Q4¹

SOC	Occupation	Current			5-Year History					1-Year Forecast				
		Empl	Mean Ann Wages ²	LQ	Unempl	Unempl Rate	Online Job Ads ³	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
43-0000	Office and Administrative Support	7,475	\$45,300	0.88	321	3.3%	221	-597	-1.5%	793	391	481	-79	-1.1%
41-0000	Sales and Related	6,929	\$45,400	1.08	398	4.6%	435	-356	-1.0%	881	417	520	-56	-0.8%
35-0000	Food Preparation and Serving Related	6,174	\$33,000	1.13	490	6.0%	397	-819	-2.5%	1,229	544	636	49	0.8%
53-0000	Transportation and Material Moving	5,744	\$41,800	0.96	410	5.0%	330	481	1.8%	788	304	481	3	0.0%
11-0000	Management	5,109	\$109,700	1.09	95	1.7%	285	359	1.5%	441	172	268	1	0.0%
25-0000	Educational Instruction and Library	4,331	\$62,800	1.19	123	2.7%	126	44	0.2%	390	192	195	3	0.1%
51-0000	Production	4,089	\$42,700	1.05	197	4.3%	120	-120	-0.6%	438	178	290	-30	-0.7%
47-0000	Construction and Extraction	3,693	\$49,900	1.19	232	4.6%	48	187	1.0%	352	126	231	-5	-0.1%
13-0000	Business and Financial Operations	3,537	\$77,100	0.80	107	2.4%	95	700	4.5%	311	106	206	-1	0.0%
37-0000	Building and Grounds Cleaning and Maintenance	3,191	\$37,900	1.41	206	5.1%	113	61	0.4%	420	189	233	-2	-0.1%
29-0000	Healthcare Practitioners and Technical	3,131	\$100,100	0.79	69	1.7%	866	-393	-2.3%	189	94	90	5	0.2%
49-0000	Installation, Maintenance, and Repair	2,952	\$54,000	1.11	82	2.1%	181	88	0.6%	285	108	178	-1	0.0%
31-0000	Healthcare Support	2,267	\$35,500	0.75	118	3.5%	507	-559	-4.3%	342	145	180	17	0.7%
39-0000	Personal Care and Service	1,943	\$37,200	1.16	121	4.6%	55	-122	-1.2%	365	141	207	16	0.8%
15-0000	Computer and Mathematical	1,669	\$96,100	0.70	46	2.2%	97	356	4.9%	123	37	81	6	0.3%
33-0000	Protective Service	1,418	\$59,200	0.97	74	3.6%	43	-5	-0.1%	159	78	85	-5	-0.3%
21-0000	Community and Social Service	1,265	\$53,200	1.05	33	2.5%	170	-79	-1.2%	126	51	72	3	0.3%
45-0000	Farming, Fishing, and Forestry	1,099	\$34,800	2.51	57	5.5%	10	7	0.1%	171	58	114	-1	-0.1%
27-0000	Arts, Design, Entertainment, Sports, and Media	980	\$56,400	0.81	58	4.8%	37	17	0.3%	106	43	61	2	0.2%
17-0000	Architecture and Engineering	747	\$91,900	0.66	19	1.9%	36	41	1.1%	52	21	33	-2	-0.3%
19-0000	Life, Physical, and Social Science	485	\$86,800	0.80	18	2.8%	46	45	2.0%	43	11	33	0	0.0%
23-0000	Legal	412	\$101,900	0.71	7	1.3%	6	27	1.4%	27	12	14	0	0.1%
Total - All Occupations		68,641	\$56,400	1.00	3,281	3.8%	4,224	-636	-0.2%	8,039	3,418	4,688	-67	-0.1%

Source: [JobsEQ®](#)

Data as of 2022Q4 unless noted otherwise

Note: Figures may not sum due to rounding.

1. Data based on a four-quarter moving average unless noted otherwise.

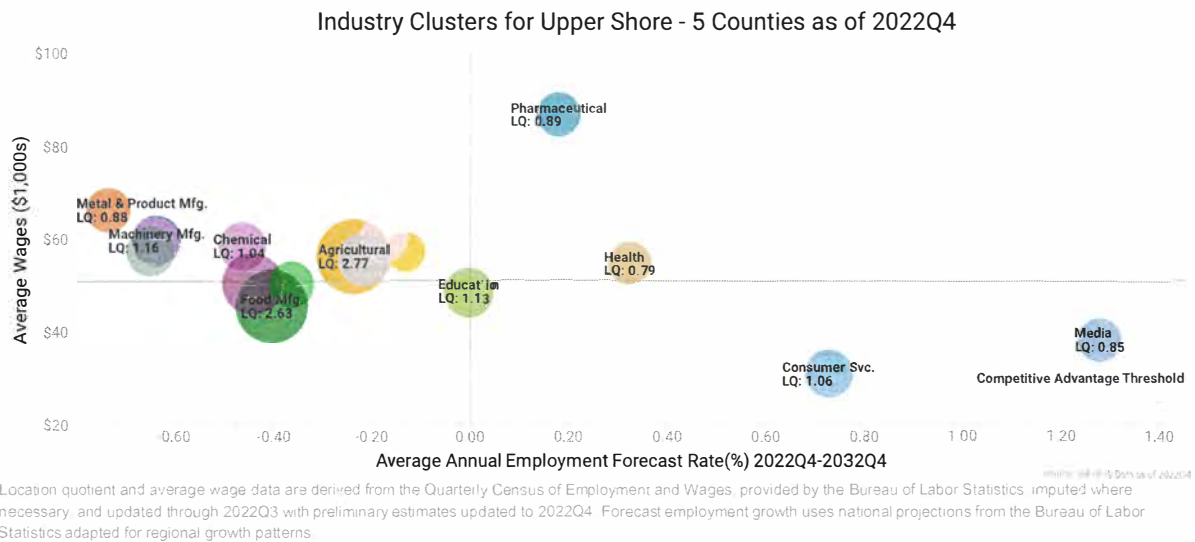
2. Wage data represent the average for all Covered Employment

3. Data represent found online ads active within the last thirty days in the selected region. Due to alternative county-assignment algorithms, ad counts in this analytic may not match that shown in RTI (nor in the popup window ad list). Ad counts for ZCTA-based regions are estimates.

Occupation employment data are estimated via industry employment data and the estimated industry/occupation mix. Industry employment data are derived from the Quarterly Census of Employment and Wages, provided by the Bureau of Labor Statistics and currently updated through 2022Q3, imputed where necessary with preliminary estimates updated to 2022Q4. Wages by occupation are as of 2022 provided by the BLS and imputed where necessary. Forecast employment growth uses national projections from the Bureau of Labor Statistics adapted for regional growth patterns.

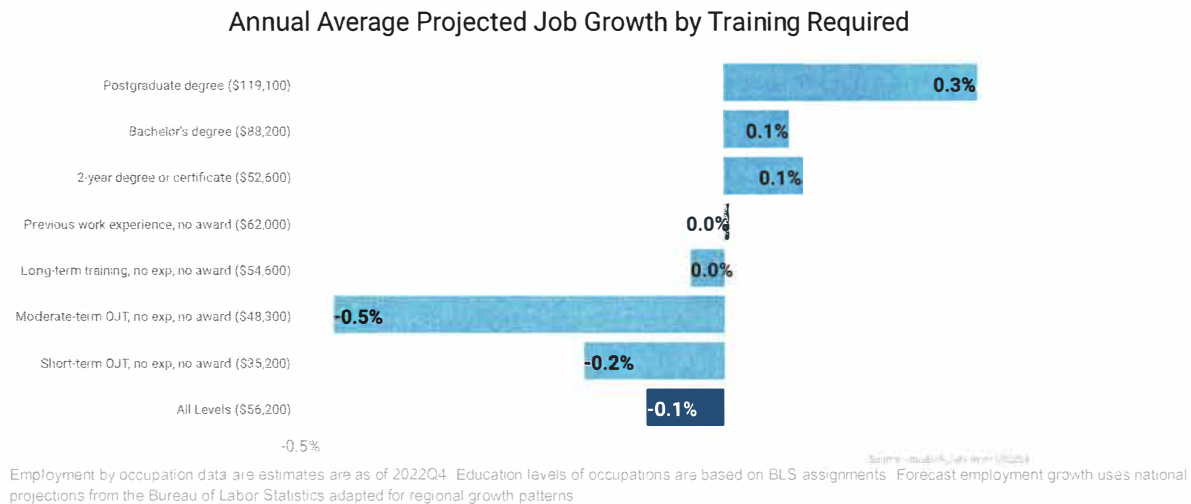
Industry Clusters

A cluster is a geographic concentration of interrelated industries or occupations. The industry cluster in the Upper Shore - 5 Counties with the highest relative concentration is Agricultural with a location quotient of 2.80. This cluster employs 2,532 workers in the region with an average wage of \$56,027. Employment in the Agricultural cluster is projected to contract in the region about 0.2% per year over the next ten years.



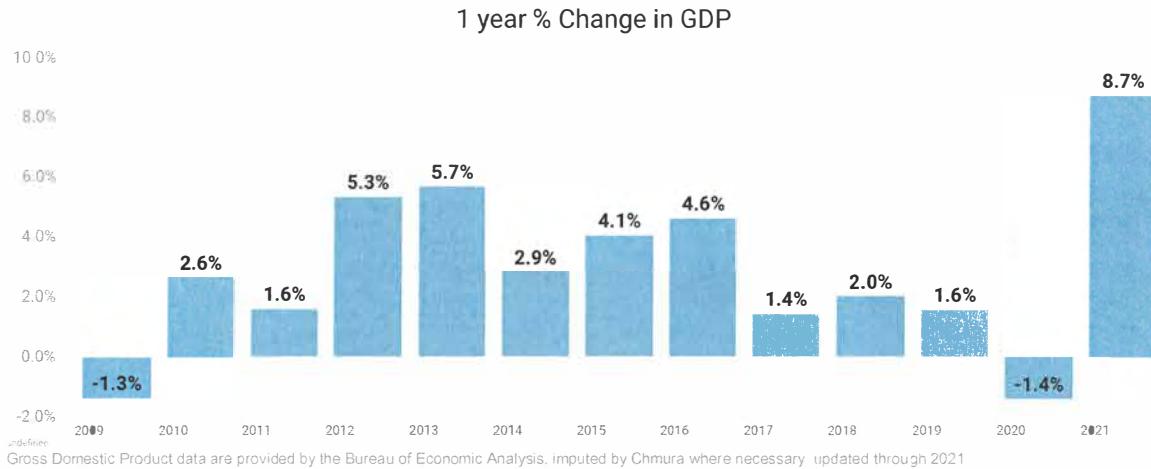
Education Levels

Expected growth rates for occupations vary by the education and training required. While all employment in the Upper Shore - 5 Counties is projected to contract 0.1% over the next ten years, occupations typically requiring a postgraduate degree are expected to grow 0.3% per year, those requiring a bachelor's degree are forecast to grow 0.1% per year, and occupations typically needing a 2-year degree or certificate are expected to grow 0.1% per year.

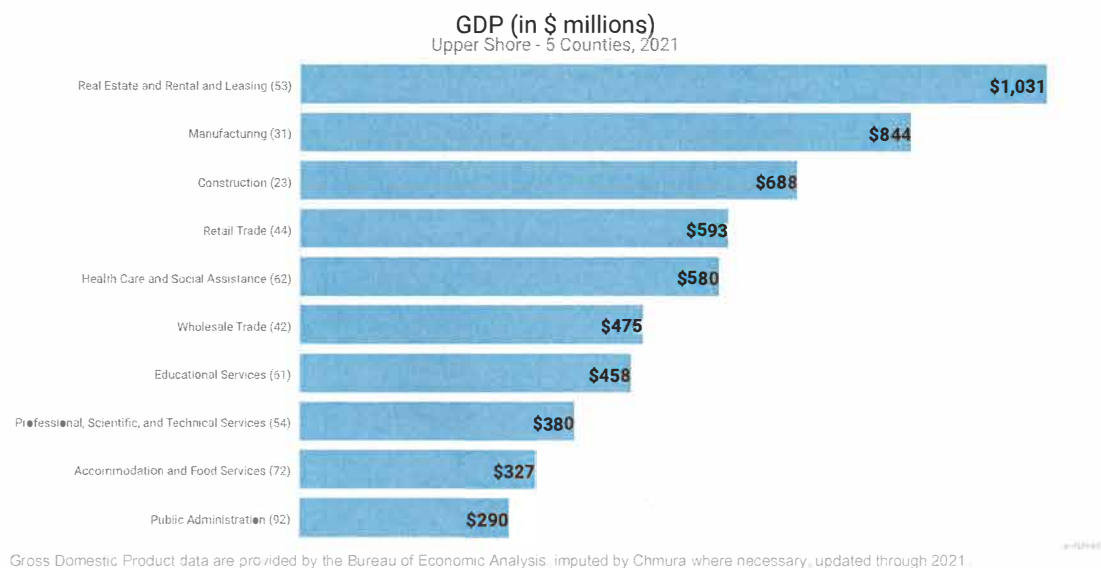


Gross Domestic Product

Gross Domestic Product (GDP) is the total value of goods and services produced by a region. In 2021, nominal GDP in the Upper Shore - 5 Counties expanded 8.7%. This follows a contraction of 1.4% in 2020. As of 2021, total GDP in the Upper Shore - 5 Counties was \$7,333,507,000.



Of the sectors in the Upper Shore - 5 Counties, Real Estate and Rental and Leasing contributed the largest portion of GDP in 2021, \$1,030,503,000. The next-largest contributions came from Manufacturing (\$843,738,000); Construction (\$687,941,000); and Retail Trade (\$592,913,000).



Commuting Patterns

The United States Census Bureau Longitudinal Employer Household Dynamic (LEHD) data is pertinent to any economic analysis of the Upper Shore region. The Upper Shore is a net outflow region. The LEHD data indicates that in 2018, more workers left the region to work than "stayed at home" in the region to work.

The chart below provides the data from LEHO.

Inflow/Outflow Report

Selection Area Labor Market Size (All Jobs)

	2020	
	Count	Share
Employed in the Selection Area	58,369	100.0%
Living in the Selection Area	77,976	133.6%
Net Job Inflow (+) or Outflow (-)	-19,607	-

In-Area Labor Force Efficiency (All Jobs)

	2020	
	Count	Share
Living in the Selection Area	77,976	100.0%
Living and Employed in the Selection Area	37,599	48.2%
Living in the Selection Area but Employed Outside	40,377	51.8%

In-Area Employment Efficiency (All Jobs)

	2020	
	Count	Share
Employed in the Selection Area	58,369	100.0%
Employed and Living in the Selection Area	37,599	64.4%
Employed in the Selection Area but Living Outside	20,770	35.6%

Source: U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics (Beginning of Quarter Employment, 2nd Quarter of 2002-2020).

The Path Forward

"Job-driven education and training programs should increase their focus on earning credentials based on demonstrated skills rather than simply time spent in a classroom." Ready to Work: Job-Driven Training and American Opportunity; Report to the President July 2014

Engaging Employers

Work up-front with employers to determine local hiring needs and design training programs that are responsive to those needs, from which employers will hire. The USWIB will participate in Program Advisory Groups for trainings listed on the Eligible Training Provider List. The USWIB continues to function as the Local Advisory Council for Career and Technology Education. In addition, the USWIB has hired a Business Services manager to manage all employer contacts and services. We initiated a consortium of businesses and education for the manufacturing community in April 2023 to address their hiring needs.

Earn and Learn.

The USWIB will explore work-based learning opportunities with employers - on-the-job training, internships, pre-apprenticeships, and Registered Apprenticeships - as training paths to employment. Registered apprenticeships are becoming much more established in the Upper Shore.

Smart Choices

The USWIB will use all Labor Market Information tools available to it to make better use of data to drive accountability, inform what programs are offered and what is taught, and offer user-friendly information for job seekers to choose programs and pathways that work for them.

Measuring Matters

The USWIB will use the performance standards that accompany WIOA funding to measure and evaluate employment and earnings outcomes.

Steppingstones

The USWIB will use career pathways to promote a seamless progression from one educational steppingstone to another, and across work-based training and education, so individuals' efforts result in progress.

Opening Doors

The USWIB will work to eliminate barriers to accessing job-driven training and hiring for any American who is willing to work, including access to supportive services and relevant guidance.

Regional Partnerships

The USWIB will coordinate American Job Centers, local employers, education and training providers, economic development agencies, and other public and private stakeholders, to use limited resources effectively and efficiently.

USWIB Priorities

As the Workforce Innovation and Opportunity Act Title I grant recipient, the USWIB will prioritize those industries and occupations that require skills and credentials that can be gained through use of the Eligible Training Provider List. As the USWIB identifies opportunities for skilled and credentialed employment opportunities, it will work with employers to determine local hiring needs and work with training providers to design training programs that are responsive to those needs.

Economic Analysis Conclusions

The Upper Shore economy as defined by the Gross Domestic Product is characterized by real estate sales and leasing, services, manufacturing, and retail trade.

Section 2: Strategic Planning to Maximize the Earning Capacity of Marylanders

Some data in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still affecting many aspects of life. The economic, social, labor market, and service delivery impact of Covid -19 in the out years of this plan is unknown.

The USWIB strives to ensure that the region has an educated and skilled workforce and that employers have a supply of skilled workers. The USWIB vision aligns with previous Governor Hogan's Benchmarks of Success by addressing the first four strategies:

1. Increasing the earning capacity of Maryland's workforce system customers by maximizing access to employment.
 2. Increasing the earning capacity of Maryland's workforce customers by maximizing access to and use of skills and credentialing.
 3. Increase the earning capacity of Maryland's workforce system customers by maximizing access to and use of life management skills.
 4. Increasing the earning capacity of Maryland's workforce system customers by eliminating barriers to employment.
- A. An analysis of the knowledge and skills needed to meet the needs of the businesses in the Local Area, including employment needs in in-demand industry sectors and occupations. Demand Side of the Employment Equation

An analysis of 5,976 online job ads by Chmura JobsEQ provides insight into the knowledge and skills that Upper Shore employers require.

The 5,976 job ads list the following as the most occurring occupations: Registered nurses, 1,512 ads; Heavy and Tractor Trailer Truck Drivers, 726 ads; Retail salespersons, 722 ads; First Line Supervisors of Retail Sales Workers, 646 ads; Stockers and Order Fillers, 609 ads; Personal Care Aides, 447 ads; and nursing assistants, 433 ads. This further confirms a shift in healthcare occupations rivaling retail/hospitality as the dominant in demand industry on the Upper Shore. Over 64% of these job ads are from the Easton, MD/Talbot County region.

The 5,976 job ads list 2878 certifications with the most occurring certifications: Registered Nurse, 563 ads; Commercial Driver License, 279 ads; and Certified Nursing Assistant, 251 ads; Medical Assistant, 12 ads. Certifications involving patient care (CPR, basic life support, first aid) are also prevalent in the job ads.

The 5,976 job ads list ten basic soft skills with the most occurring skills: Verbal and Written Communication, Cooperative/Team Player, Customer Service, and Organization ability.
Source: JobsEQ, 2023.

We can conclude from the analysis of the 5,976 ads, that soft skills are the essential skills required for employment at any level in the in demand industries of healthcare, transportation, and retail/hospitality. The USWIB will work with training vendors to ensure that soft/essential skills are included in training programs. The USWIB will make information available to any Partner on the skill requirements demanded by employers from the Chmura JobsEQ analytics tool. Any Partner can request and will be granted any information that the USWIB has related to employer wants and needs for employees.

The USWIB will work with training vendors to communicate the needs of employers so that those needs can be "designed" into training programs.

B. Supply Side of the Employment Equation

Chmura JobsEQ, through and Occupation Gap analytical tool provides information on projected workforce shortages and overages over the next three years. The Occupation Gap tool indicates that the Upper Shore sees a gap of Healthcare Practitioners and Technical Occupations and an overage of Food Preparation and Serving Workers.

The challenge for the USWIB, American Job Center Partners, and other workforce development stakeholders will be engaging those with barriers to employment and preparing those workers with hard and essential skills to be viable candidates for jobs in the shortage occupations. The USWIB will work to coordinate its efforts as the Local Workforce Development Board and WIOA Title I recipient with American Job Center Partners and other workforce development stakeholders to communicate and address employer needs. The USWIB can build a collaborative workforce system response by requiring its One Stop Operator to be an information and referral resource for workforce partners and a professional development convener for the workforce system. Each workforce partner brings expertise to its mission and service target group, so the most efficient and effective workforce system recognizes that the expertise of all partners is valuable, particularly when those with barriers to employment are a system focus.

The USWIB recognizes the subject matter expertise of workforce partners in working with those with barriers to employment according to the chart below.

Barrier	Subject Matter Expert
Displaced Homemaker	Title I Program Director
Migrant and Seasonal Farmworker	Labor Exchange Administrator
Ex-Offenders	Labor Exchange Administrator
Individual Facing Cultural Barrier	Title II Program Director
Individual with Disabilities	Title IV Area Director
Youth with Disabilities	Title IV Area Director
Individual within 2 years of exhausting lifetime eligibility for Social Security Act Part A	Department of Social Services Directors
Individual who is an English language learner	Title II Director
Individual who is unemployed	Labor Exchange Administrator
Individual who is long term unemployed	Labor Exchange Administrator
Individual who has a low level of literacy	Title II Program Director
Individual without a high school diploma	Title II Program Director
Low-income Individual, including SNAP and TANF Recipients	Department of Social Services Director
Native Americans, Alaska Natives, Native Hawaiians	Native American Job Training Program Operator
Older Individuals	Labor Exchange Administrator; SCSEP Operator
Single Parents (including single pregnant women and non-custodial parents)	Department of Social Services Director
Veterans	Jobs for Veterans State Grant Lead Worker
Youth who are in or have aged out of the Foster Care system	Department of Social Services Director

A subject matter expert may or may not be a service provider for an individual. The USWIB views a subject matter expert as a resource to be called upon when programs are designed, grants are applied for, or employers need information on successful strategies for those with a barrier to employment.

C. An analysis of the workforce in the Local Area including current labor force employment and unemployment data and information on labor market trends and the educational skill levels of the workforce in the Local Area including individuals with barriers to employment. The USDOL Bureau of Labor Statistics provides robust data on the labor force in the United States. The specific data that is relevant to a discussion of the Upper Shore Labor Force is Local Area Unemployment Statistics (LAUS) data.

LAUS Data, Latest Available Data

Region	Labor Force	Employed	Unemployed
Upper Shore - 5 Counties	89,022	85,675	3,346

Exported on: Tuesday, May 2, 2023 9:37 AM
Source: JobsEQ®
Note: Figures may not sum due to rounding.
Data as of 2022

The LAUS labor force data gives a snapshot of the current situation in the Upper Shore.

A compelling data point for the implementation and effectiveness of employment and training activities is the Labor Force Participation Rate and the ongoing strategic analysis of who is not participating in the labor force and why. A Labor Force Participation Rate analysis assists in targeting American Job Center Partner resources to the job seekers who are not in the labor force with the objective of getting the disengaged to engage.

Demographic Group	Upper Shore Labor Force Participation Rate	Maryland Labor Force Participation Rate	United States Labor Force Participation Rate
All, 16 years and over	61.7%	67.4%	63.2%
Prime Age, 25-54 years	84.0%	86.0%	82.4%
Veterans, 18-64 years	81.3%	83.2%	76.8%
With a Disability, 18-64	43.7%	48.7%	43.2 %

Source Chmura JobsEQ, 2023.

Specific data for understanding why a potential worker is not in the Labor Force is hard to find. The USWIB believes that the strength of the American Job Center Partnership is the expertise of its members in working with those who present barriers to employment. So, regardless of what barrier and American Job Center Customers presents, a Partner can help or provide information and referral to other resources in the community.

The chart below gives some data which may be viewed as a proxy for "barrier to employment" data. By looking at the Upper Shore compared to Maryland and the US, we can see where the Upper Shore is above, below or in line with the state and the country.

Summary¹

	Percent			Value		
	Maryland	USA	Upper Shore - 5 Counties	Maryland	USA	Upper Shore - 5 Counties
Demographics						
Population (ACS)	—	—	—	6,037,624	326,569,308	171,960
Male	48.5%	49.2%	48.3%	2,925,644	160,818,530	83,023
Female	51.5%	50.8%	51.7%	3,111,980	165,750,778	88,937
Median Age ²	—	—	—	38.8	38.2	45.4
Under 18 Years	22.2%	22.4%	20.5%	1,340,766	73,296,738	35,178
18 to 24 Years	8.8%	9.3%	7.7%	532,160	30,435,736	13,219
25 to 34 Years	13.7%	13.9%	10.8%	829,403	45,485,165	18,621
35 to 44 Years	12.9%	12.7%	10.5%	776,058	41,346,677	18,084
45 to 54 Years	13.5%	12.7%	13.1%	817,301	41,540,736	22,601
55 to 64 Years	13.4%	12.9%	15.4%	811,061	42,101,439	26,402
65 to 74 Years	9.1%	9.4%	12.3%	546,754	30,547,950	21,170
75 Years and Over	6.4%	6.7%	9.7%	384,121	21,814,867	16,685
Race: White	54.2%	70.4%	79.3%	3,275,048	229,960,813	136,436
Race: Black or African American	29.9%	12.6%	13.1%	1,803,128	41,227,384	22,524
Race: American Indian and Alaska Native	0.3%	0.8%	0.2%	15,860	2,688,614	305
Race: Asian	6.4%	5.6%	1.0%	384,429	18,421,637	1,803
Race: Native Hawaiian and Other Pacific Islander	0.0%	0.2%	0.0%	2,650	611,404	19
Race: Some Other Race	4.7%	5.1%	1.8%	285,370	16,783,914	3,156
Race: Two or More Races	4.5%	5.2%	4.5%	271,139	16,875,542	7,717
Hispanic or Latino (of any race)	10.3%	18.2%	5.7%	619,418	59,361,020	9,833
Population Growth						
Population (Pop Estimates) ⁴	—	—	—	6,055,802	329,484,123	172,676
Population Annual Average Growth ⁴	0.5%	0.6%	0.1%	26,702	2,015,698	104
People per Square Mile	—	—	—	622.8	92.9	96.9
Economic						
Labor Force Participation Rate and Size (civilian population 16 years and over)	67.4%	63.2%	61.7%	3,243,851	164,759,496	86,839
Prime-Age Labor Force Participation Rate and Size (civilian population 25-54)	86.0%	82.4%	84.0%	2,065,798	105,137,520	49,716
Armed Forces Labor Force	0.7%	0.4%	0.1%	32,103	1,143,342	154
Veterans, Age 18-64	5.4%	4.5%	4.9%	202,011	8,920,267	4,826
Veterans Labor Force Participation Rate and Size, Age 18-64	83.2%	76.8%	81.3%	168,043	6,853,673	3,922
Median Household Income ²	—	—	—	\$87,063	\$64,994	\$71,574
Per Capita Income	—	—	—	\$43,352	\$35,384	\$39,391
Mean Commute Time (minutes)	—	—	—	33.0	26.9	31.1
Commute via Public Transportation	7.4%	4.6%	1.1%	226,646	7,044,886	878
Educational Attainment, Age 25-64						
No High School Diploma	8.4%	10.5%	9.2%	271,152	17,929,220	7,874
High School Graduate	23.0%	25.4%	31.7%	744,390	43,289,555	27,178
Some College, No Degree	19.0%	20.5%	20.7%	613,931	34,959,338	17,774
Associate's Degree	7.2%	9.3%	8.4%	232,557	15,776,790	7,182
Bachelor's Degree	23.1%	21.6%	18.7%	747,880	36,888,244	16,068
Postgraduate Degree	19.3%	12.7%	11.2%	623,913	21,630,870	9,632

Summary¹

	Percent			Value		
	Maryland	USA	Upper Shore - 5 Counties	Maryland	USA	Upper Shore - 5 Counties
Housing						
Total Housing Units	—	—	—	2,459,650	138,432,751	82,701
Median House Value (of owner-occupied units) ²	—	—	—	\$325,400	\$229,800	\$287,425
Homeowner Vacancy	1.4%	1.4%	1.7%	22,023	1,129,755	860
Rental Vacancy	5.7%	5.8%	2.7%	44,432	2,704,553	529
Renter-Occupied Housing Units (% of Occupied Units)	32.9%	35.6%	27.3%	734,699	43,552,843	19,042
Occupied Housing Units with No Vehicle Available (% of Occupied Units)	8.8%	8.5%	6.7%	196,074	10,344,521	4,700
Social						
Poverty Level (of all people)	9.0%	12.8%	10.4%	531,553	40,910,326	17,579
Households Receiving Food Stamps/SNAP	10.1%	11.4%	12.8%	224,592	13,892,407	8,936
Enrolled in Grade 12 (% of total population)	1.3%	1.3%	1.3%	79,896	4,358,865	2,278
Disconnected Youth ³	2.0%	2.5%	2.4%	6,089	433,164	202
Children in Single Parent Families (% of all children)	34.5%	34.0%	36.0%	440,091	23,628,508	11,826
Uninsured	5.9%	8.7%	4.7%	352,186	28,058,903	8,014
With a Disability, Age 18-64	8.9%	10.3%	11.3%	327,152	20,231,217	11,024
With a Disability, Age 18-64, Labor Force Participation Rate and Size	48.7%	43.2%	43.7%	159,290	8,740,236	4,819
Foreign Born	15.2%	13.5%	5.3%	916,067	44,125,628	9,038
Speak English Less Than Very Well (population 5 yrs and over)	7.0%	8.2%	2.6%	396,869	25,312,024	4,305

Source: [JobsEQ®](#)

1. American Community Survey 2016-2020, unless noted otherwise

2. Median values for certain aggregate regions (such as MSAs) may be estimated as the weighted averages of the median values from the composing counties.

3. Disconnected Youth are 16-19 year olds who are (1) not in school, (2) not high school graduates, and (3) either unemployed or not in the labor force.

4. Census Population Estimate for 2020, annual average growth rate since 2010.

Labor Force Challenges for the American Job Center Partners

Demographics: The population continues to be slanted toward older residents. There are two Labor Force challenges presented by the age of the Labor Force. First, ageism is an issue for older workers in the job market. Second, there are not enough younger workers available to "staff" the services required by older residents of the Upper Shore, particularly is their skills don't match the jobs needed or available.

Educational Attainment: The percentage of Upper Shore residents with a Bachelor's Degree, and a Post Graduate Degree is an indication of the Upper Shore hospitality/retail economy, although more education is required to meet healthcare occupations such as registered nurses.

Social: The poverty level and households receiving SNAP benefits are general measures of a barrier to employment. The percentage of Upper Shore residents with a disability may require accommodations by employers to facilitate employment.

Occupation Gaps	
Potential Average Annual Occupation Gaps over 10 Years in Upper Shore WIOA	
Management Occupations (\$109,700)	-23
Healthcare Practitioners and Technical Occupations (\$100,100)	-14
Installation, Maintenance, and Repair Occupations (\$54,000)	-14
Construction and Extraction Occupations (\$50,000)	-11
Business and Financial Operations Occupations (\$77,100)	-9
Computer and Mathematical Occupations (\$96,100)	-8
Healthcare Support Occupations (\$35,400)	-5
Educational Instruction and Library Occupations (\$62,800)	-5
Arts, Design, Entertainment, Sports and media occupations (\$56,400)	-3
Architecture and Engineering Occupations (\$91,900)	-1
Protective Service Occupations (\$59,200)	2
Farming, Fishing, and Forestry Occupations (\$29,300)	3
Personal Care and Service Occupations (\$37,200)	3
Production Occupations (\$42,700)	6
Office and Administrative Support Occupations (\$41,100)	22
Food Preparation and Serving Related Occupations (\$33,000)	22
Sales and Related Occupations (\$45,400)	41

Source: JobsEQ®

Data as of 2022Q4.

Exported on: Monday, May 15, 2023

The occupation gap data indicates that the Upper Shore economy is and will experience a shortage of degreed and credentialed workers and an oversupply of service workers. And although all occupations show an increase in salaries over 2020, the highest paid jobs are also the ones with vacancies, reiterating the need to find trained and accredited candidates. American Job Center Solutions: The Upper Shore American Job Centers represent a robust array of federally funded employment and training resources and expertise for mitigating barriers to employment.

- C. An analysis of the workforce development activities (including education and training) in the Local Area, including an analysis of the strengths and weaknesses of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of employers in the Local Area.

The data in the table below is based on the occupational training offerings listed on the Workforce Innovation and Opportunity Act Eligible Training Provider List (ETPL) for Chesapeake College. As this plan is written, Chesapeake College is the only WIOA Eligible Training Provider in the Upper Shore area. Customers must use the ETPL when selecting a training program that qualifies for WIOA training funds. Customers may choose any training on the ETPL and are not limited to the local area. If a customer is willing to travel for

training, they may do so, and they may choose a training program delivered outside the Upper Shore area.

The USWIB strictly interprets and enforces the customer choice provisions in WIOA and its regulations. Specifically, if a customer is eligible, selects a training from the ETPL and the USWIB has funding, the USWIB must establish an Individual Training Account for the customer.

Chesapeake College Program Name	Program Length
ADMINISTRATIVE MEDICAL ASSISTANT (96 CLOCK HOURS)	17 WEEKS
CDL BUS TRAINING (160 CLOCK HOURS)	4 WEEKS
Certified Nursing Assistant (145 Clock Hours)	9-14 WEEKS
CHILD CARE (90 Clock Hours)	15 WEEKS
Clinical Medical Assistant (274 Clock Hours)	32 Weeks
COMMERCIAL DRIVER LICENSING PREP (240 CLOCK HOURS)	6-12 WKS
DENTAL ASSISTING (87 Clock Hours)	16 WEEKS
DRAFTING (27 CREDIT HOURS)	67 WKS
Emergency Medical Technician (EMT) (175 Clock Hours)	20 Weeks
EMT-PARAMEDIC (28 CREDIT HOURS)	24 WEEKS
FOOD SERVICE MANAGEMENT (28 CREDIT HOURS)	40 WEEKS
General Chairside Expanded Functions Dental Asst (39 Clock Hours)	4 Weeks
HOTEL/RESORT MANAGEMENT CERTIFICATE (28 Credit Hours)	40 WEEKS
HVAC-R Technician (399 Clock Hours)	58 Weeks
Marine Services Technology (145 Clock Hours)	20-24 Weeks
MEDICAL CODING PROFESSIONAL (80 Clock Hours)	10 WEEKS
PHARMACY TECHNICIAN EXAM PREPARATION (50 Clock Hours)	8 WEEKS
PHLEBOTOMY (9 CREDIT HOURS)	30 WEEKS
RADIOLOGIC SCIENCES AAS (69 Credit Hours)	208 WEEKS
SURGICAL TECH (32 CREDIT HOURS)	36 WEEKS
Welding Program-Work Ready (190 Clock Hours)	6 WEEKS

Providing an American Job Center face-to-face opportunity for both employers and job seekers at least one day per week in each of the five counties in the Upper Shore, including a successful branding and social media campaign, has allowed an expansion of outreach and promotion that is driving customers to the American Job Center resources. Note: During the Covid 19 pandemic and Governor Hogan's Emergency Order, all Partners have established virtual information and referral services, and continue to use them.

The USWIB, however, recognizes the challenges of a rural area:

- Population and demographics of available workers.
- Lack of available, reliable, and timely transportation for employment
- Access and affordability of child and adult care resources.
- Access to broadband internet.

To mitigate transportation challenges, the USWIB and its WIOA staff are incorporating new data analysis via Chmura JobsEQ and exploring on-line job and career tools that will provide services and access to resources through computer and cell phones technology. The availability of local and relevant labor market data via Chmura JobsEQ will ensure that each Title I customer has the most current information to make the best decision about a career pathway.

The USWIB will collaborate with its WIOA core program Partners to utilize the newest and most standardized employment and training tools available that will assist youth, and individuals with barriers to employment. The USWIB and WIOA core Partners will apply job-driven

strategies relevant to the local economy using the American Job Center system, such as work-based learning that includes internships, apprenticeships, and possibly on-the-job training. This job-driven strategy will align employment, training, and education programs to meet performance accountability measures, and align with Benchmarks of Success goals.

The USWIB, through its One Stop Operator, and a Professional Development Committee composed of American Job Center Partners, is focused on offering certification opportunities for all local AJC staff is a priority for the Upper Shore area. A recent professional training was done in March 2023 with over 65 attendees representing all partners in our American Job Center network. With staff competent and confident in the local employment and career resources, the Upper Shore will provide an effective and efficient employment and career network for job seekers and employers alike.

The USWIB will collaborate with its WIOA core program partners to ensure that a thorough assessment of the customer's interests and abilities for specific kinds of work is completed so that a customer's development of the skills needed to qualify for local jobs will be compiled.

Labor market information and on-going communication with local employers will ensure all American Job Center Partner staff have the information needed to guide job seekers regarding available opportunities in the local area. The USWIB has supported many employer listening sessions that have helped to guide the local area staff in ensuring relevant training is available for job seekers. Utilizing this information is important to create a viable job-training career pathway, and a durable and suitable match for both the local business and the job-seeking customer. A business services coordinator position was recruited and a hire made to assist businesses with job openings in June 2022 reporting to the executive director of the USWIB.

The USWIB will collaborate with its WIOA core program Partners to encourage county and town administrators to avail themselves of the board's considerable expertise regarding data about the Upper Shore labor force. The USWIB's knowledge and experience provides useful information for economic planning, and decision making. Excellent, and collaborative relationships have been made with all five county economic development directors, and governing bodies.

D. A description of the Local Board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the *Benchmarks of Success*, and the performance accountability measures based on primary indicators of performance described in Section 116(b)(2)(A) of WIOA to support Local Area economic growth and economic self-sufficiency.

The USWIB operates under the idea that if the USWIB "takes a grant, it takes the performance that accompanies the grant". The USWIB believes that the performance measure that accompany the WIOA funds lead to an efficient and effective implementation of the grant funded system. The USWIB will negotiate with the Maryland Labor DWDAL as

described in WIOA to set Specific, Measurable, Achievable, Realistic, Timely performance goals. Since WIOA establishes the specific, measurable, and timely aspect of grant goals, the USWIB will focus on the achievable and realistic aspect of performance goals in negotiation and practice. The USWIB will be guided by the Maryland Benchmarks of Performance when negotiating the achievable and realistic aspects of performance. The table below is a crosswalk of the Maryland Benchmarks of Performance aligned with WIOA performance that will guide Upper Shore performance negotiation.

Since WIOA establishes the specific, measurable, and timely aspect of grant goals, the USWIB will focus on the achievable and realistic aspect of performance goals in negotiation and practice. The USWIB will be guided by the Maryland Benchmarks of Performance when negotiating the achievable and realistic aspects of performance. The table below is a crosswalk of the Maryland Benchmarks of Performance aligned with WIOA performance that will guide Upper Shore performance negotiation.

Benchmark of Success	WIOA Performance
Increasing the earning capacity of Maryland's workforce system customers by maximizing access to employment.	Employment Rate 2 nd and 4 th Quarter after Exit Quarter.
Increasing the earning capacity of Maryland's workforce system customers by maximizing access to and use of skills and credentialing.	Median Earnings 2 nd Quarter after Exit Quarter Skills Gain During Participation Credentials Attainment
Increase the earning capacity of Maryland's workforce system customers by maximizing access to and use of life management skills.	Youth Education and Employment Rate 2 nd and 4 th Quarter after Exit
Increasing the earning capacity of Maryland's workforce system customers by eliminating barriers to employment	Employment Rate 2 nd and 4 th Quarter After Exit Quarter Median Earnings 2 nd Quarter after Exit Quarter

Summary: The USWIB strictly interprets WIOA's customer choice through the Eligible Training Provider List for Adults. A strong, demand driven Eligible Training Provider List will lead to skills gain and credential attainment for customers. Skills gains and credential attainment will lead to employment, employment retention, and earnings that are the basis for Benchmarks of Success.

The USWIB, by ensuring that the 14 required elements of the WIOA Youth program are made available to Youth customers, will develop essential skills for work and life that are the basis for Benchmarks of Success.

Section 3: Strategic Planning to Strengthen the Local Workforce System

Some data in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 continues to affect many aspects of life even though the emergency order has been lifted. The economic, social, labor market, and service delivery impact of Covid-19 in the out years of this plan is unknown.

The fifth Strategic Goal of the *Benchmarks of Success* is to strengthen and enhance the effectiveness and efficiency of Maryland's workforce system.

- A. Taking into account analyses described in Section 2, a strategy to work with the entities that carry out the core programs to align resources available to the Local Area, to achieve the strategic vision and goals.

This plan is written with the Covid-19 pandemic and Governor Hogan's Emergency Order as a backdrop. The response to the Covid-19 pandemic by government agencies and WIOA Core Partners brought about a recognition of the expertise of each Core Partner. The USWIB believes that acknowledging and using the expertise of each Core Partner is blueprint for effective and efficient use of the resources, human and financial, for the public workforce system.

The USWIB recognizes that financial resources are limited, and no Core Partner can expand its mission. An additional financial constraint is included in the WIOA regulations, 20 CFR 680.230, "What are the requirements of the Workforce Innovation and Opportunity Act training funds and other grant assistance?" Section 20 CFR 680.230 requires coordination of funds, which is supplementing, versus replacing funds or supplanting.

In summary, aligning resources by recognizing and relying on Core Partner expertise is not only efficient and effective programmatically and financially, but also required by the supplement/supplant concept articulated in 20 CFR 680.230.

- B. A description of the workforce development system in the Local Area that identifies the programs that are included in that system and how the Local Board will work with the entities carrying out workforce development programs identified in the State Plan. The description should also include how the Local Board and the programs identified plan to align and integrate to provide services to customers. The description should also include programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.).

Throughout its 40-year history the USWIB has worked to ensure that services are delivered in each Upper Shore County. County based service delivery is a necessary to ensure that the Chief Elected Officials recognize the value of federal employment and training resources to local customers. In addition, the struggle of service delivery in a rural area is real in the

Upper Shore region- funding is inadequate, transportation is limited, broadband internet is expensive although becoming more widely available, and child and adult care is expensive and limited. And these challenges were further exasperated by the Covid 19 pandemic.

The Covid 19 pandemic and Governor Hogan's Emergency Order caused a recognition among the Upper Shore WIOA Partners of the expertise that each bring to the American Job Center Partnership. Examples include the USWIB receiving a National Dislocated Worker Grant, the Maryland Department of Labor helping workers apply for and receive Pandemic Unemployment, the local Departments of Social Services distributing CARES Act funds to customers, Chesapeake College (Perkins Act) implementing pandemic safe training, and all Partners providing services virtually. The USWIB will work with all Partners through its One Stop Operator to analyze the lessons learned through pandemic service delivery and keep what is effective and efficient, and restart and re-energize services throughout the five Counties. The chart below is a summary of Workforce Partners expertise and engagement in the workforce system.

Partner	Expertise	USWIB Member	MOU/ISA	AJC
USWIB	LWDB, Local Plan, MOU/ISA, OSO, Title I Grant	Yes	Yes	No
Title I	Adult Training Services Youth 14 Elements	No	Yes	Yes
Title II	ABE, ASE, ESOL	Yes	Yes	Yes
Title III	Career Services, Employer Services, Unemployment Insurance Information, UI Reemployment Services	Yes	Yes	Yes
Title IV	Career Services, Assistance with barriers to employment	Yes	Yes	Yes
Temporary Cash Assistance	Career Services, Assistance with barriers to employment	Yes	Yes	Yes
Trade Act	Career and Training Services	Yes	Yes	Yes
Jobs for Veterans State Grant	Case management Services	Yes	Yes	Yes
Migrant and Seasonal Farm Workers	Career Services	Yes	Yes	Yes
Unemployment Insurance	Unemployment Insurance for claimants	Yes	Yes	Yes
Senior Community Service Employment Program	Career and Training Services	Yes	Yes	Yes
Community Services Block Grant	Assistance with barriers to employment	Yes	No	No
Perkins Act	Training Services	Yes	Yes	Yes

27

- C. A description of how the Local Board, working with the entities identified in A, will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the Local Board will facilitate the development of career pathways and co-enrollment, as appropriate, and improve access to activities leading to a recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable).

The USWIB will ensure that access to employment, training, education, and supportive services for all clients is expanded with special emphasis on individuals with barriers to

employment. The USWIB identifies business needs to create talent pipelines and building career pathways within high growth industries that lead to industry-recognized credentials that are portable and stackable and lead to family-sustaining wages. The USWIB reviews and revises operational areas in order to more effectively and efficiently provide services that result in achieving its goals to expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment. The USWIB and Title I Staff view training as the development of career pathway rather than a single training and encourages participants to identify a career pathway during the creation of the Individual Employment Plan. Career pathways are enhanced by co-enrollment, as appropriate, to improve access to activities leading to a recognized postsecondary credential. The USWIB priorities are as follows:

- Internal communication/interagency communication
- External communication and outreach
- Customer service/customer experience
- Expanding and improving virtual services

At the conclusion of the second year of this 4-year performance (2020-2024) period, the USWIB has conducted planning and identify strategies to improve the Upper Shore system within the four priority areas. The USWIB has integrated planning with deployment of solutions and a feedback loop to ensure high quality, effective, and efficient solutions. The USWIB process has evaluated internal practices and policies that will affect the system's performance and enable it to improve services for system customers and achieve the goals surrounding the first four Benchmarks of Success, and achieving goals related to the fifth Benchmark by improving system operations. A virtual model for applicants to apply for scholarships for workforce training is now our dominant way to enroll across all funding sources including WIOA, as traffic stopped at our AJC centers during the pandemic, and is slowly returning.

The USWIB, through its One Stop Operator procurement, aligned the reporting required from the Operator to the USWIB with the WIOA common measures. We have utilized virtual meetings of our partners with both individual counties, and then joint meetings, and now re-integrating face to face meetings of partners for various ways to share data and trends. Our One Stop Operator has created a 'list'serve' for all our partners to communicate between meetings. The alignment of reporting will allow the USWIB to compare "apples to apples" and evaluate the American Job Center system. Once AJC Partners are reporting common measures, the USWIB will look at gaps that may exist for all those seeking services and will "drill down" to determine if those with barriers to employment and those who are hard to serve are receiving the services needed to enter and move along career pathways. Participants will have better access to services across programs, co-enrollment in programs will be easier, and staff will be better equipped to maximize resources available to provide services. The USWIB's focus on common measures will allow those in need of services to understand that the Upper Shore is a system rather than separate service providers.

Wherever possible, partners will co-enroll participants and share information about the activities and services. The USWIB will continue its efforts to make the Maryland Workforce Exchange the "backbone" of the Upper Shore AJC system so that customers and partners can access information about services and share data. Co-enrollment will ensure that the best outcomes are achieved for each individual, which will be reflected in the improved Benchmarks of Success measures.

The USWIB will continue its work to design career pathways and ensure that credentials include industry recognized certifications which are portable and stackable.

The USWIB will work through its One Stop Operator to operationalize the lessons of the Covid 19 pandemic and identify the expertise of each Partner.

Step 1: Identify each Partner's area of expertise:

- Barrier Removal
- Supportive Services
- Career Services
- Training Services

Step 2: Identify how services will be delivered in the post Covid 19 pandemic

- Virtual Services
- Face to Face Services
- Hybrid: Virtual and Face to Face

Step 3: Facilitate an Information and Referral Mechanism for Partner Service Delivery

Streamlining and formalizing the referral process will allow more customers to take advantage of American Job Center services and formalize the hand off of customers between Partners.

The USWIB and its One Stop Operator will work collaboratively with American Job Center Partners to operationalize the positive service delivery lessons from COVID -19 virtual service delivery. The USWIB tasked our One Stop Operator with facilitating the process during the period January 1, 2022 – June 30, 2022. Virtual servicing of clients remains in demand post COVID-19.

- D. A description of the steps taken by the Local Board to engage entities identified in A in the formulation of its Local Plan.

Partners received the USWIB sections of the draft plan as the sections were written. Partners were asked to provide either concurrence with the current plan section or text for the draft plan.

- E. A description of the strategies and services that will be used in the Local Area-

- To facilitate engagement of businesses, including small businesses and businesses in in-demand industry sectors and occupations, in workforce development programs.

The USWIB will continue to work with the Upper Shore Chambers of Commerce to gain business input into American Job Center priorities for business services. Chambers of Commerce have been invited to American Job Center Partner meetings to engage in information sharing with Partners. We have further expanded to presenting to the five county economic advisory boards to explain our role, and listen to their concerns. The USWIB functions as the Local Advisory Council (recent meeting April 11, 2023) for the Upper Shore Career and Technology Education programs to provide business input into curriculum and program development. We have expanded business services and held a Manufacturing Consortium on 4/13/23 with all Upper Shore counties represented. We will continue to explore workforce strategies for businesses in healthcare.

- To support a local workforce development system that meets the needs of businesses in the Local Area.

The USWIB has hired a business services coordinator, to further develop relationships in the business community, including being more involved in the Local Advisory Committee and Program Advisory Committee (Chesapeake College), and to coordinate with DWDAL business services representatives.

- To better coordinate workforce development programs and economic development. The USWIB will work with Upper Shore economic development entities to understand business expansion and retention priorities for the five counties and municipalities that have an economic development entity. Economic development entities will be invited to American Job Center Partner meetings to engage in information sharing with Partners. The USWIB will continue to partner on joint workforce initiatives with all five county economic development departments. This may include data sharing on workforce for new prospects.

- To strengthen linkages between the AJC delivery system and Unemployment Insurance programs.

The USWIB will depend on the Secretary of the Maryland Department of Labor, an Upper Shore Memorandum of Understanding signatory, to provide the bridge between the Maryland Department of Labor Division of Unemployment Insurance and the Upper Shore American Job Center Partners. The USWIB will facilitate Maryland Labor's efforts to provide information to American Job Center Partners about the BEACON system, how BEACON can be accessed by American Job Center Partners and what information American Job Center Partners are able to give to those interested in or receiving Unemployment Insurance. With the current low unemployment, and with recession fears, training may come into play later in 2023 or 2024.

- F. A description of how the Local Board will ensure jobseekers have a role/voice in the board's decision making process and in informing the services the Local Area provides.

The USWIB will create and implement an online survey that will be the vehicle for job seeker input into the service delivery of the American Job Center. The survey universe will be drawn from email addresses available through the Maryland Workforce Exchange. The survey will be done yearly. Survey results will be shared with American Job Center Partners and the USWIB. This was not done during the 2020-2022 period due to uncertain ways to reach job seekers due to the Covid 19 pandemic.

- G. A description regarding the implementation of initiatives designed to meet the needs of businesses in support of the strategy described in Section 1, including, where applicable:

- EARN Maryland,
EARN training funds supplement WIOA training funds, particularly for incumbent workers.
- Pre-apprenticeship and Registered Apprenticeship,
The USWIB, through the One Stop Operator, the American Job Center Partners, and Title I service delivery, provides information and referral to Apprenticeship opportunities listed on the Eligible Training Provider List. Apprenticeship opportunities supplement WIOA training funds.
- Incumbent worker training programs,
Funding levels make incumbent worker training programs improbable with the WIOA formula funding; however, specific economic development grants are planned to implement IWT programs in Kent, Queen Anne's County, and Dorchester County.
- On-the-job training programs,
Funding levels make On the Job Training programs improbable with the WIOA formula funding.
- Customized training programs,
Funding levels make Customized training programs improbable with the WIOA formula funding.
- Industry and sector strategies,
Most of this activity will be through our Business Services coordinator, in the four largest industries: hospitality, healthcare, manufacturing, and skilled trades. The USWIB will influence sector strategies through the Program Advisory Groups and the Local Advisory Council.
- Integrated education and training,
The Upper Shore Title II operator will evaluate integrated education and training strategies and determine if the strategy is an effective and efficient use of funding.
- Career pathways initiatives,
The Upper Shore Title I operator will explore the implementation of Career Pathway Individual Training Accounts that will allow customers to pursue training as a pathway.
- Utilization of effective business intermediaries

The USWIB is a member of five Chambers of Commerce. The Chambers are the dominant business intermediary organizations in the Upper Shore area. The USWIB contracts with the Chambers of Commerce if there is mutual benefit rather than hire or divert staff to a business-based project.

- Other business services and strategies.

The USWIB will use its network to identify business services strategies that lead to jobs, earnings, skills gains, and credentials.

- H. A description of how the Local Board will coordinate workforce development activities with economic development activities for the Local Area and promote entrepreneurial skills training and microenterprise services.

The USWIB, the Upper Shore and Mid Shore Regional Councils, the Maryland Department of Commerce Regional Representatives, the five County Economic Development Directors, and the Municipal Economic Development Directors rely on the resources listed below to assure that entrepreneurs are aware of resources that are available in the Upper Shore area. We also interface with MEDA (Maryland Economic Development Association).

- Small Business Development Center: Consulting and training in accessing capital, business planning, international trade, marketing, technology development, regulatory compliance. The WIOA Title I operator office is co-located with the Small Business Development Center at Chesapeake College, Wye Mills.
- Service Core of Retired Executives: Business mentoring and education. The Service Core of Retired Executives is invited to the American Job Center Partner meetings.
- Eastern Shore Entrepreneurship Center: hotDESKS co-working space, F3 Tech business accelerator, Revolving Loan Fund, and Technical Assistance for entrepreneurs. The Eastern Shore Entrepreneurship Center is housed in the Mid Shore Regional Council. The Mid Shore regional Council Executive Director is a USWIB member.
- Eastern Shore Innovation Center: business incubator. The Dorchester County Economic Development Director is invited to the Dorchester County American Job Center Partner meeting.
- Active partnering on creating economic dashboards for Covid 19 impact, manufacturing, and workforce development working with the Mid Shore Regional Council.

- I. A description of how the Local Board will leverage and coordinate supportive services in the delivery of workforce development activities carried out in the Local Area. Specifically, the Local Plan should address how the Local Board will work with Local Management Boards and other providers to deliver supportive services to jobseekers.

The USWIB will ensure that it One Stop Operator invites the Local Management Board Directors to American Job Center Partner meetings. The American Job Center Partner meetings will allow for an exchange of information about supportive services and an exchange of ideas about shared mission and customers groups of the Local Management Board and the Partners.

The USWIB, through the One Stop Operator, will facilitate an ongoing discussion of supportive services available through American Job Center Partners and facilitate and referral mechanism for customers. The One Stop Operator will add a discussion of supportive services offered by each American Job Center Partner and Stakeholder to the agenda of the quarterly American Job Center meetings. The agenda item will include supportive services available, supportive service eligibility, and referral mechanism for supportive services.

- J. A description of how the Local Board intends to provide a business voice in the delivery of workforce development activities carried out in the Local Area. The description should include how the Local Board will engage businesses on decisions regarding the type and content of training activities.

The USWIB functions as the Local Advisory Council for the Career and Technology Education programs at the secondary and post-secondary levels in the area. The Local Advisory Council function allows the USWIB and Career and Technology Education operators to determine how to give business a voice in existing training activities.

The USWIB is a member of and resource for the Program Advisory Groups at Chesapeake College. The Program Advisory Groups are business-based groups, established for all Perkins funded trainings, to provide business input on training curriculums and delivery.

The USWIB will work with the Business Services Representatives of the Maryland Department of Labor, the Maryland Division of Rehabilitation Services, Maryland Department of Commerce, Chesapeake College, Chambers of Commerce, and Apprenticeship Navigators to gather information on employers who should be invited to USWIB employer forums, focus groups, and Program Advisory Groups. A recent convening on April 27, 2023 had 158 attendees from employers, local county school district CTE personnel, and Chesapeake College.

- K. A description of how the Local Board will promote and cultivate industry-led partnerships, such as career pathways, Registered Apprenticeship, and EARN Maryland, in the delivery of workforce training opportunities.

The USWIB acts as a convener for workforce training opportunities. When the USWIB receives notification of a workforce training opportunity, it convenes interested Partners to evaluate the possibility of an application and determines who will lead the effort and the role that USWIB will play in the effort. A current example is the Blueprint for Maryland's Future CTE programs in the five Upper Shore school districts.

- L. A description of the role (if any) of local faith or community-based organizations in the local workforce development system.

Community and Faith Based Organizations play a vital role as an information and referral partner for the American Job Centers. Community and Faith Based Organizations are represented on the USWIB. Community and Faith Based organizations participate in

quarterly American Job center Partner meetings. We continue to interface and meet with them to avail them of our workforce training resources.

- M. Taking into account analyses described in Section 2, a strategy to work with the entities that carry out the core programs to align resources available to the Local Area, to achieve the strategic vision and goals.

This plan is written with the Covid-19 pandemic and Governor Hogan's Emergency Order as a backdrop. The response to the Covid-19 pandemic by government agencies and WIOA Core Partners brought about a recognition of the expertise of each Core Partner. The USWIB believes that acknowledging and using the expertise of each Core Partner is blueprint for effective and efficient use of the resources, human and financial, for the public workforce system.

The USWIB recognizes that financial resources are limited, and no core Partner can expand its mission. An additional financial constraint is included in the WIOA regulations, 20 CFR 680.230, "What are the requirements of the Workforce Innovation and Opportunity Act training funds and other grant assistance?" Section 20 CFR 680.230 requires coordination of funds, which is supplementing, versus replacing funds or supplanting.

In summary, aligning resources by recognizing and relying on Core Partner expertise is not only efficient and effective programmatically and financially, but also required by the supplement/supplant concept articulated in 20 CFR 680.230.

Section 4: American Job Center Delivery System

Some data in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still affecting many aspects of life. The economic, social, labor market, and service delivery impact of Covid -19 in the out years of this plan is unknown.

As this plan is written, all Partners are delivering services virtually.

This Section should include a description of the AJC delivery system in the Local Area, including

- A. A list of the AJCs in the Local Area, including address and phone numbers. Indicate the One-Stop Operator for each site and whether it is a comprehensive or satellite center.
The Upper Shore One Stop Operator for the period July 1, 2021 - June 30, 2024, is Parker Consulting.

American Job Center Easton
301 Bay Street Suite 301
Easton, MD 21601

410-822-3030
Comprehensive
Leaseholder:
Maryland Department of Labor

American Job Center Denton
300 Market Street Suite 301
Denton, MD 21629
410-819-4549
Satellite
Leaseholder:
Caroline County Department of Social Services

American Job Center Cambridge
416-418 Race Street
Cambridge, MD 21613
410-901-4250
Satellite
Leaseholder:
Maryland Department of Labor and Chesapeake College

American Job Center Chestertown
115 South Lynchburg Street
Chestertown, MD 21620
410-778-3525
Satellite
Leaseholder:
Upper Shore Workforce Investment Board

American Job Center Centreville
125 Comet Drive
Centreville, MD 21617
410-820-9966
Satellite
Leaseholder:
Queen Anne's Department of Social Services

- B. A description of the customer flow system and process used in the Local Area. This description should include eligibility assessment, individualized training plans, and case management.

As this update plan is written, all Partners are providing both in person and virtual services. The descriptions of service delivery in this section assume that services are delivered face to face.

1. Customer enters an American Job Center:
 - Is greeted.
 - Signs in
 - Veteran status is determined.
 2. Customer logs into the Maryland Workforce Exchange
 3. Customer uses the Maryland Workforce Exchange without staff assistance.
 4. Customer looks for a job through the Maryland Workforce Exchange with assistance of Maryland Labor Staff
 - Staff assigns an activity code.
 - Customer becomes a Wagner Peyser Participant
 - Customer will impact Wagner Peyser performance
 5. Customer is triaged for American Job Center Partner Services
 - Customer may be referred to Partner.
 6. Partner provides information on program and eligibility.
 7. Partner begins intake and eligibility process.
 - Eligibility is determined.
 - Intake takes place.
 - Customer is assessed using Partner assessment tool.
 - Title I (if required), Title II, Trade Act will use Maryland Department of Labor Policy Issuance 2020-05 Basic Education Skills and English Language Assessments September 22, 2020, to assess customers.
 8. Eligible Customer will engage in Partner services.
 - Staff assigns an activity code.
 - Customer becomes a Participant.
 - Participant will impact Partner performance.
 - Partner will track Customer on Management Information System
 - Partner will establish a case file as required.
 9. Customer will exit Partner services.
 10. Customer is in Partner follow up services.
- C. A description on the process the Local Board intends to provide for the solicitation and selection of a One-Stop Operator as identified in Section 107 of WIOA.
- The USWIB will establish a One Stop Operator procurement ad hoc committee consisting of Board Members who are not American Job Center Partners. The ad hoc committee will release a Request for Proposals (RFP). The RFP process will be based on the Chesapeake College procurement process and rules. The ad hoc committee will evaluate RFP responses and make a recommendation to the USWIB. The USWIB will concur with the ad hoc committee recommendation or require the ad hoc committee to re-bid the One Stop Operator function. The local Board approved a one year extension to the current One Stop Operator (Parker Consulting), but will proceed with a new RFP in the spring of 2024.

- D. A description of how the Local Board will ensure the continuous improvement of eligible providers of services through the system and ensure that such providers meet the employment needs of local businesses, workers, and jobseekers.

Chesapeake College is the only non-Apprenticeship training provider in the Upper Shore region. Many of Chesapeake College's Perkins funded training options are on the Eligible Training Provider List. The USWIB is a member of the Program Advisory Groups for the Perkins funded training programs at Chesapeake College. The Program Advisory Groups provide an opportunity for business input in the curriculum and delivery of training programs. The USWIB acts as the Local Advisory Council for Career and Technology Education in the Upper Shore area. The Local Advisory Council provides an opportunity for the needs of businesses, workers, and jobseekers to provide input that will lead to continuous improvement. We have supported their interest in getting braided/temporary funding to stand up an Apprenticeship Navigator. The USWIB will invite Chesapeake College staff and other service providers to participate in professional development opportunities so that staff will become aware of and develop skills in the implementation of the Workforce Innovation and Opportunity Act.

- E. A description of how the Local Board will facilitate access to services provided through the AJC delivery system, including in remote areas, using technology and through other means.

The COVID-19 pandemic and Governor Hogan's Emergency Order required the USWIB and its American Job Center Partners to rethink service delivery and move 100% of services to on line, virtual and/or telephone. Some aspects of virtual services are not ideal, for instance, it is challenging to establish a case manager/Customer relationship. Some of the more mundane tasks of intake and eligibility such as data collection and document collection have been easy to accomplish virtually. The USWIB will require the Upper Shore Scholarship Office to review the challenges and opportunities of the COVID-19 service delivery response and retain what worked well and restart and re-energize those services which lend themselves to face to face service delivery.

- F. A description of the roles and resource contributions of the AJC partners

The USWIB will facilitate the creation and submission of an American Job Center Memorandum of Understanding and Resource Sharing Agreement within the scope and purpose detailed in Maryland Policy Issuance, PI 2016-09, Memorandum of Understanding and Resource Sharing Agreements, September 27, 2016. The USWIB will create a Memorandum of Understanding that is County specific and "rolls up" into a regional document. The Upper Shore Memorandum of Understanding and Resource Sharing Agreement is available to the public at: <https://bit.ly/3MpWgFi> Granters, Partners, and the public are invited to review the document. Any questions or comments on the Upper Shore Memorandum of Understanding and Resource Sharing Agreement may be directed to the Executive Director of the Upper Shore Workforce Investment Board by phone: 410-822-1716.

- G. A description of *how* the Local Board will use Individualized Training Accounts based on high-demand, difficult to fill positions identified within local priority industries identified in

Section 1(A). The USWIB interprets sections 20 CFR 680.210 and 20 CFR 680.340 of the Workforce Innovation and Opportunity Act regulations.

Section 20 CFR 680.210 b requires the Customer to "select a program of training services directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individuals are willing to commute or relocate". The Upper Shore Scholarship Office implements this section of the regulations by requiring Customers to use Labor Market Information supplied by the USWIB and Labor Market research performed by the Customer to establish that employment opportunities exist within the Customer's personal Labor Market. Once the Customer determines a training and a training vendor from the Eligible Training Provider List, 20 CFR 680.340 of the WIOA regulations requires that if a Customer is eligible, the training is selected from the Eligible Training Provider List and the program has not exhausted training funds, then the Customer must be referred to the training provider and an Individual Training Account must be established. The USWIB views the Customer choice requirements of 20 CFR 680.210 and 20 CFR 680.340 as a mechanism to empower Customers to "own" the training choice. On the other hand, 20 CFR 680.210 and 20 CFR 680.340 are a slippery slope for the USWIB relative to Equal Opportunity if a Customer is denied training when the Customer has followed the process detailed in the regulations.

The Census Bureau Longitudinal Employer-Household Dynamics commuting patterns for the Upper Shore indicate that the region is a net outflow area and 5.8% of Upper Shore commuters work in Delaware. The USWIB encourages Delaware Eligible Training Provider List training vendors to list trainings on the Maryland ETPL. If, however, a Customer is within the parameters listed in 20 CFR

680.210 b, the Customer may choose to attend a training on another state's ETPL if the customer validates that they are willing to commute to or relocate to the state. This choice is not desirable to the USWIB; however, it is required by 20 CFR 680.210.

- H. A description of how the Local Board will provide priority of service that conforms to the State Plan.

This should include a description of additional local requirements or discretionary priorities including data to support the need and how the local requirement and/or priority will be documented and implemented for the Adult program.

The USWIB will guarantee that the Adult training funding allocation will be delivered using the priority of service hierarchy listed below. The USWIB will manage the priority of service by evaluating the number of participants who are issued an Individual Training Account and are a member of group 1-4 listed below. 53% or more of the Upper Shore Adult Customers who receive an ITA will fit the criteria for group 1-4 from the list below.

Priority of service for the WIOA Title I Adult Program must be provided in the following order:

- First, to veterans and eligible spouses (who also are included in the groups given statutory priority for WIOA adult formula funds). This means that veterans and eligible spouses who also are recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive the first priority for services provided with WIOA adult formula funds.

- Second, to non-covered persons (individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
- Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
- Fourth, to any other populations identified by the Governor or Local Board for priority.
- Last, to non-covered persons outside the groups given priority under WIOA.

Federal citations: 38 U.S. Code § 4215- Priority of service for veterans in Department of Labor job training programs - <https://www.govinfo.gov/content/pkg/USCODE-2021-title38/pdf/USCODE-2021-title38-partIII-chap42-sec4215.pdf>; A Protocol for Implementing Priority of Service For Veterans and Eligible Spouses: <https://www.dol.gov/agencies/eta/advisories/training-and-employment-notice-no-15-10>. <https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-10-09>

- I. A description of how the Local Board will utilize funding to create incumbent worker training opportunities.
The USWIB does not envision implementing Incumbent Worker training opportunities in its current WIOA funding scenario. If the Adult and Dislocated Worker funding allocations reach a combined total of \$1,000,000, the USWIB will evaluate incumbent worker training opportunities through its budget process and will create policies that will lead to incumbent worker training opportunities in the region. The USWIB has and will look to other non-WIOA resources to meet the needs of incumbent worker training.
- J. A description of how the Local Board will train and equip staff to provide excellent, WIOA compliant customer service.
The USWIB requires its One Stop Operator to establish and convene a Professional Development Committee composed of American Job Center Partners. The USWIB allocates funding for Professional Development in its budget. The One Stop Operator, through the Professional Development Committee, creates professional development opportunities for American Job Center Staff. Whenever possible, the USWIB contracts with Chesapeake College to provide Continuing Education Units for Professional Development activities. CEUs provide a measure of the engagement of American Job Center staff and a measure of USWIB's commitment to equipping staff with WIOA compliant customer service.
Title I specific training is available to Title I staff through the provisions of the Chesapeake College professional development benefits and through specific training made available to Title I funded staff.

Section 5: Title I Adult, Youth, and Dislocated Worker Functions

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief

Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still impacting many aspects of life. The economic, social, labor market, and service delivery impact of COVID-19 in the out years of this plan is unknown.

Local Policies

Local policies are available for review in person at the Upper Shore Scholarship Office, Economic Development Center, Chesapeake College, Wye Mills, MD 21679. Policies may be requested by contacting the USWIB Executive Director at 410-822-1716 and will be emailed to the requester.

- A. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the Local Area.

The USWIB is focused on providing Career Planning, Individual Training Accounts, and Supportive Services that facilitate the participation in training, case management, and follow up services for eligible adults and dislocated workers. The number of adults and dislocated workers receiving services is limited by the Title I formula funding allocation for the Upper Shore region.

The USWIB service delivery is based on the customer choice criteria of the Workforce Innovation and Opportunity Act and its regulations. Customer choice is viewed two ways to the USWIB. First, customer choice is a compliance issue as it is specified in the law and regulations. Second, customer choice gives the Participant ownership of their career pathway decision and increases the likelihood of success.

Career Planning: The Upper Shore Scholarship Office provides a customer-based approach in the delivery of services designed to prepare and coordinate individual employment plans. Career Planning includes services by Upper shore Scholarship Office staff and the Customer to research and plan a training service strategy that leads to a career pathway.

Individual Training Accounts: The Upper Shore Scholarship Office implements a strict interpretation of 20 CFR 680.210 b and 20 CFR 680.340 to provide eligible individuals with an Individual Training Account in support of the individual employment plan. Individual Training Accounts are established in accordance with the Upper Shore Priority of Service criteria for the WIOA Adult funding allocation. Supportive Services: The Upper Shore Scholarship Office provides eligible individuals with a stipend to offset the transportation costs associated with traveling to training. Stipends are paid when the individual completes the course or training program, and when they receive a credential. Case Management: The Upper Shore Scholarship Office provides job, education, and career counseling during program participation.

Follow-Up Services: The Upper Shore Scholarship Office provides job, education, and career counseling for one year after program participation.

Assessment of activities: The USWIB uses the WIOA performance metrics to evaluate the effectiveness of adult and dislocated worker services. The WIOA Title I funded staff provides performance data to the USWIB via email when the performance chart is received from the

Maryland Department of Labor. The performance chart is made available to the public via www.uswib.org.

- B. A description of how the Local Board will coordinate workforce development activities carried out in the Local Area with statewide rapid response activities, as described in Section 134(a)(2)(A).

The USWIB and the Upper Shore Scholarship Office will implement its role in rapid response in accordance with Maryland Policy Issuance 2018-05 Rapid Response August 16, 2018. The USWIB will ensure that the Executive Director or designee will participate on the Core Rapid Response Team, will act as the team lead if selected by the Core Rapid Response Team, and implement the Title I Dislocated Worker activities agreed to in the Rapid Response Action Plan. The USWIB views Rapid Response as a crucial referral source for eligible dislocated workers.

- C. A description and assessment of the type and availability of youth workforce development activities in the Local Area, including activities for youth who are individuals with disabilities, which description and assessment shall include an identification of successful models of such youth workforce development activities.

The COVID-19 pandemic, Governor Hogan's Emergency Order, and minimal WIOA Youth formula funding forced the USWIB to find a new way to deliver In School Youth services. In School Youth services are being provided virtually (and now hybrid) using a platform specifically created to align with the 14 required youth program elements. The online tool allows staff to monitor progress and is competency based so that youth accomplishments are documented. The staff provides technical assistance to youth to enable participation and follow up to make sure that youth are "logging on" and using the tool. In addition, staff works with youth to make sure that schoolwork is being completed in the delivery mechanism being employed in the County where the youth reside. The USWIB has moved to a hybrid delivery model with the Emergency Order being rescinded, but the USWIB realizes that many older youth have significantly higher unemployment rates than older demographic populations, and remain a focus on identification for workforce training assistance. The USWIB is in the fourth year of a contract with the Maryland Division of Rehabilitation Services (DORS) to provide a summer work-based learning experience for Pre-Employment Transition Students. The Upper Shore Scholarship Office recruits In School Youth from referrals provided by the Maryland Division of Rehabilitation Services. DORS is a valued American Job Center partner, and their assistance in our summer youth program is invaluable.

Referrals for the Upper Shore Out of School Youth program flow from the Upper Shore American Job Centers. Additional referrals come from Chesapeake College. Out of School Youth are served through Individual Training Accounts for training selected from the Eligible Training Provider List.

All youth will be a party to and participate in the creation of an Individual Service Strategy. The Individual Service Strategy will describe the 14 elements that will be the focus of the Youth's service strategy.

Supportive Services:

Youth will receive \$25/activity for participation in and successful completion of the 14 elements online platform.

Youth participating in an Individual Training Account activity will receive a \$15/day stipend on days when training takes place to offset the cost of travelling to training. An attendance sheet signed by the trainer will document attendance. Stipends will be paid monthly. Youth receiving Unemployment Insurance will not be eligible for a stipend.

- D. A description of how the Local Board will coordinate education and workforce development activities carried out in the Local Area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services.

The USWIB is a member of the Program Advisory Groups for Perkins funded training options at Chesapeake College. The Program Advisory Groups provide businesses, educators, and job seekers with a voice in curriculums and training delivery. Program Advisory Groups bring together stakeholders to discuss best practices, effective program delivery, and efficient program delivery. The USWIB acts as the Local Advisory Council for Career and Technology Education at the secondary and post-secondary level in the Upper Shore. The Local Advisory Council provides businesses, educators, and job seekers with a voice in curriculum and training delivery. The Local Advisory Council brings together stakeholders to discuss best practices, effective program delivery, and efficient program delivery. The Local Advisory Council has also been utilized to work on, and consult, on the Blueprint for Maryland's Future CTE program, commencing September 2023.

- E. A description of how the Local Board will coordinate workforce development activities carried out under this title in the Local Area with the provision of transportation, including public transportation, and other appropriate supportive services in the Local Area.

The Upper Shore Scholarship Office provides eligible participants with a \$15/day stipend to offset the cost of transportation to training. The stipend is paid for days when training takes place and is verified by an attendance sheet signed by the trainer. Stipends are paid monthly. Participants receiving Unemployment Insurance are not eligible for the stipend.

The USWIB participates in the Upper Shore Transportation Advisory Group. The Transportation Advisory Group brings together public transit providers, American Job Center Partners, Maryland Upper Shore Transit, County Government, and other stakeholders to discuss the current transit schedule and make the group aware of trends in and changes to transit in the region.

The quarterly American Job Center Partner meetings brings together the Core Partners and other stakeholders to exchange information and learn about referral mechanisms for supportive services inside and outside the Workforce Innovation and Opportunity Act.

- F. A description of how the Local Board will utilize Local Adult Funding, based on adult priority groups as specified in the State Plan.

The USWIB will guarantee that the WIOA Title I Adult training funding allocation will be delivered using the priority of service hierarchy listed below. The USWIB will manage the WIOA Title I Adult priority of service by evaluating the number of participants who are issued an Individual Training Account and are a member of group 1-4 listed below. 51% or more of the Upper Shore Adult Customers who receive an ITA will fit the criteria for group 1-4 from the list below.

Priority of service for the WIOA Title I Adult Program must be provided in the following order:

- First, to veterans and eligible spouses (who also are included in the groups given statutory priority for WIOA adult formula funds). This means that veterans and eligible spouses who also are recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA adult formula funds.
- Second, to non-covered persons (individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
- Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
- Fourth, to any other populations identified by the Governor or Local Board for priority.
- Last, to non-covered persons outside the groups given priority under WIOA.

WIOA Title I Adult funds may be used for Personnel, Fringe Benefits, Travel, Participant Training, Supportive Services, Supplies, Contractual Services, and Indirect Costs. The USWIB will only expend funds on Equipment with the required pre-procurement permission.

Cost Categories for Adult Funds

- Personnel: Full time and contractual staff
- Fringe Benefits: Costs such as health insurance, FICA, retirement, etc.
- Travel: Staff travel to implement the program in the service region. Staff and Board travel to professional development opportunities and required meetings.
- Participant Training: Services as described in the Workforce Innovation and Opportunity Act
- Supportive Services: Services as described in the Workforce Innovation and Opportunity Act, Upper Shore Local Plan, and Upper Shore policy
- Equipment: Equipment with a per unit cost exceeding \$5,000 and a useful life of more than one year
- Supplies: Consumable office supplies and other supplies

- Contractual: One Stop Operator, rent, communication, internet, project consultants, fiscal agent, auditor, insurance, other contracts

The levels of expenditures in each Cost Category will be determined by the grant agreement with the Maryland Department of Labor and the USWIB budget.

G. *A description of how the Local Board will utilize Local Dislocated Worker Funding.*

Dislocated Worker funds may be used for Personnel, Fringe Benefits, Travel, Participant Training, Supportive Services, Supplies, Contractual Services, and Indirect Costs. The USWIB will only expend funds on Equipment with the required pre-procurement permission.

Cost Categories for Dislocated Worker Funds

- Personnel: Full time and contractual staff
- Fringe Benefits: Costs such as health insurance, FICA, retirement, etc.
- Travel: Staff travel to implement the program in the service region. Staff and Board travel to professional development opportunities and required meetings.
- Participant Training: Services as described in the Workforce Innovation and Opportunity Act
- Supportive Services: Services as described in the Workforce Innovation and Opportunity Act, Upper Shore Local Plan, and Upper Shore policy
- Equipment: Equipment with a per unit cost exceeding \$5,000 and a useful life of more than one year
- Supplies: Consumable office and other supplies
- Contractual: One Stop Operator, rent, communication, internet, project consultants, fiscal agent, auditor, insurance, other contracts

The levels of expenditures in each Cost Category will be determined by the grant agreement with the Maryland Department of Labor and the USWIB budget.

H. *A description of how the Local Board will define "self-sufficiency" for employed WIOA Title I Adult and employed WIOA Title I Dislocated Worker participants.*

Self Sufficiency will be defined using the Living Wage Calculator from the Massachusetts Institute of Technology (MIT) available at: <https://livingwage.mit.edu/>. The MIT Living Wage Calculator provides an hourly wage that represents a living wage estimation by Maryland County. The MIT hourly living wage will be compared to the Customer's hourly wage. An employed Adult earning less than or equal to the MIT living wage calculation for a resident of the Customer's county will be defined as below self-sufficiency. The Upper Shore Scholarship Office will engage in career planning in the context of movement along career pathways for individuals who are employed.

- I. A description of the Local Board's definition of "unlikely to return to previous industry or occupation" when required for eligibility for Dislocated Worker services.

The USWIB defines unlikely to return to previous industry or occupation based on the criteria:

- Current labor market data reflects a lack of employment opportunities in the industry or occupation, or
- Occupation is listed as one of the areas or region's declining industries or occupations, or
- An occupation or industry with a negative annual growth rate, or
- Occupation has changed such that the customer no longer has the skills needed for the occupation, or
- Obsolete or inadequate job skills for reentry into the former occupation or industry, or
- Lacks appropriate industry and/or national certification or accreditation for re-hire or re-employment in industry/occupation of lay-off, or
- Industry of occupation has been subject to, or is expected to be subject to, repeated layoffs or frequent business closings, or
- Age and/or medical condition is such that the customer can no longer perform his/her previous occupation, or
- Insufficient education for reentry into the former occupation or industry.

- J. *A description of how the Local Board will interpret and document eligibility criteria for in-school youth "requires additional assistance to complete an educational program or to secure or hold employment" as set forth in the State's Youth Policy and WIOA Sections 129(a)(1)(B)(iii)(VII) and (a)(1)(C)(iv)(VII). DWDAL's policy on the Title I Youth Program can be found here: <https://www.dllr.state.md.us/employment/mpi/mpi8-15.pdf>.*

The USWIB will use the Adverse Childhood Experience Test that grew out of a study of adverse childhood experiences and the impact of those experiences on adult life. The study was conducted by the Center for Disease Control and Kaiser Permanente of San Diego CA. Information about Adverse Childhood Experiences and measurement and impact of Adverse Childhood Experiences can be found at:

<https://www.cdc.gov/violenceprevention/aces/index.html>.

The Upper Shore Scholarship Office will evaluate Youth applicants using the parameters of the Adverse Childhood Experience Test and if an applicant has 1 or more adverse childhood experiences, the Youth will be considered to require additional assistance to:

- Complete an educational program, or
- Secure employment, or
- Hold employment.

- K. *A description of how the Local Board will interpret and document eligibility criteria for out of school youth "requires additional assistance to complete an educational program or to secure or hold employment" as set forth in the State's Youth Policy and WIOA*

Sections 129(a)(1)(B)(iii)(VII) and (a)(1)(C)(iv)(VII). *DWDAL's policy on the Title I Youth Program can be found here: <https://www.labor.maryland.gov/employment/mpi/mpi8-15.pdf>.*

The USWIB will use the Adverse Childhood Experience Test that grew out of a study of adverse childhood experiences and the impact of those experiences on adult life. The study was conducted by the Center for Disease Control and Kaiser Permanente of San Diego CA. Information about Adverse Childhood Experiences and measurement and impact of Adverse Childhood Experiences can be found at:

<https://www.cdc.gov/violenceprevention/aces/index.html>. The Upper Shore Scholarship Office will evaluate Youth applicants using the parameters of the Adverse Childhood Experience Test and if an applicant has 1 or more adverse childhood experiences, the Youth will be considered to require additional assistance to:

- Complete an educational program, or
- Secure employment, or
- Hold employment.

- L. A description of the documentation required to demonstrate a "need for training." The need for training is documented by one of the following:
- The applicant is eligible for services through the WIOA Title I Adult, Youth, or Dislocated Worker program, or
 - The eligible applicant has selected a training from the Eligible Training Provider List, or
 - WIOA Title I funding is supplementing not supplanting other training funds.
- M. A description of how the Local Board will provide access to the 14 required program elements for the WIOA Youth program design, including whether the Local Board has contracted with youth service providers or not:

The COVID-19 pandemic and Governor Hogan's Emergency Order required the USWIB to provide Youth services via an on line platform that aligns with the 14 WIOA Youth elements. With the COVID-19 Emergency Order rescinded, the USWIB and Upper Shore Scholarship Office staff has continued to evaluate the online platform and a hybrid model of youth services. The services listed below, and the procurement method listed below will define the Upper Shore Youth program for the duration of this plan.

1. Tutoring: Contractual staff or contracted service
Skills training: Contracted service
Dropout prevention: Contractual staff or contracted service
2. Alternative secondary school services: Contractual service
3. Paid and unpaid work experiences: Contractual Service
4. Occupational skills training: Individual Training Account
5. Leadership development opportunities: Contracted service
6. Supportive services: Contractual service

7. Mentoring: Contractual and Upper Shore Scholarship Office staff
8. Follow-up services: Contractual and Upper Shore Scholarship Office staff
9. Counseling: Contractual and Upper Shore Scholarship Office staff
10. Concurrent education and workforce preparation activities: Contractual service
11. Financial literacy education: Contractual Service
12. Entrepreneurial skills training: Contractual Service
13. Labor Market Information: Contractual Service
14. Preparing for Post-Secondary Education and Training: Contractual staff and Upper Shore Scholarship Office staff

The Youth participant and Upper Shore Scholarship Office staff will jointly create an Individual Service Strategy that will identify the 14 elements that will be the basis of the service strategy.

- N. *A description of the steps the Local Board will take to ensure at least 20% of Youth Funds are used for work-based training activities.*

The USWIB will budget 20% of its Youth program allocation into a Work Based Learning line item. This budget strategy will allow the Upper Shore Scholarship Office staff to have a real time snapshot of progress toward the 20% work-based learning expenditure goal.

- **Job Shadowing:** Job shadowing is a career development, and leadership development intervention. Job shadowing involves working with another employee who might have a different job in hand, might have something to teach, or can help the person shadowing him or her to learn new aspects related to the job, organization, certain behaviors or competencies.
- **Career Mentorship:** A mentor is one who teaches or provides guidance and advice to a less experienced and often younger person.
- **Informational Interviews:** An informational interview is an informal conversation with someone working in a career area/job that interests you, who will give you information and advice. It is an effective research tool in addition to reading books, exploring the Internet, and examining job descriptions. It is not a job interview, and the objective is not to find job openings.
- **Volunteering:** Volunteering is when a person donates his/her time or efforts for a cause or organization without being paid. It may be a one-time only or an on-going commitment. It should directly or indirectly benefit people outside the family or household or else benefit a cause, even though the person volunteering normally benefits as well. Most volunteer sites are non-profit organizations.
- **Workplace Tours/ Field Trips:** A group excursion for the purpose of first-hand observation to specific work sites. Students learn about the business, meet employees, ask questions and observe work in progress.

Internships (Paid or Unpaid): An internship is a temporary position with an emphasis on on-the-job training rather than merely employment, and it can be paid or unpaid. An internship

is an opportunity to develop specific job-related skills before you are qualified for an actual job.

- O. A description of the Local Board's plan goal to serve out of school youth and identify specific steps that have been taken to meet this goal. Local Boards whose goal is under 75 percent must include a description of how they will implement the waiver and how they will enhance connections to Youth Apprenticeship programming, increase DORS co-enrollment, and any changes for In-School-Youth (ISY) services.

Note: The U.S. Department of Labor (USDOL) has approved Maryland's request to waive the obligation outlined in WIOA Section 129(a)(4) and 20 CFR 681.410 that not less than 75 percent of funds allotted under Section 127(b)(1)(c), reserved under Section 128(a), and available for statewide activities under subsection (b), and not less than 75 percent of funds available to Local Workforce Development Areas (Local Areas) under subsection (c), shall be used to provide youth workforce investment activities for out-of-school youth. Under this waiver, both the required State and local percentage for Out-of-School Youth (OSY) expenditures has been lowered to at least 50 percent. This waiver is effective July 1, 2019, through June 30, 2022. We have now focused on spending 75% of our allocation on older youth (ages 18-24 primarily), with a significant outreach to partners and affiliated groups to engage this population.

The USWIB has implemented a contract with the Maryland Division of Rehabilitation Services to provide a summer work-based learning experience for Pre-Employment Transition (PreET) Youth. The Youth are referred to the Upper Shore Scholarship Office for services. The PreET Youth are screened for and offered the opportunity to continue after the summer as Upper Shore Title I WIOA eligible In School Youth. The Youth who are enrolled in the WIOA In School Youth program work with staff to create an Individual Service Strategy which provides access to and participation in the 14 elements required to be available for youth by WIOA. The USWIB will monitor its youth expenditures and the percentage split between In School and Out of School Youth. If it is advantageous for the USWIB to move to a 50%/50% split in youth expenditures between In School and Out of School Youth, the expenditure split will be modified. If the USWIB can maintain the 75% Out of School and 25% In School expenditure split, it will do so. The driving force in the decision will be the number of referrals from the Division of Rehabilitation Services and the number of those referrals who wish to continue in the WIOA Title I In School Youth program.

- P. A description of how the Local Board will provide basic and individualized career services to customers. The description should explain how individualized career services will be coordinated across program/partners in the AJCs, including Vocational Rehabilitation, Temporary Assistance for Needy Families (TANF), Community Action Agencies, and Adult Education and Literacy activities. This description should specify how the Local Area will coordinate with these programs to prevent duplication and improve services to customers.

The USWIB will look to all Partners, whether Core WIOA American Job Center Partners or other federally funded Partners to supplement rather than supplant Career Planning Services, Supportive Services, and Training Services. There is a common theme among all Partners and that is the lack of financial resources to implement all required activities and services required by the federal funding streams. The USWIB will work through its One Stop Operator to insure that Title I, Title 11, Title III, Title IV, and TANF funds are not being asked to supplant other funds. The USWIB will work through its One Stop Operator to ensure that WIOA titles are not being relied upon to supplant other federal workforce funds in the Upper Shore region.

The Upper Shore Scholarship Office staff will provide Career Planning services to eligible participants whose goal is to enroll in a WIOA Title I program. The Upper Shore Scholarship Office staff will provide Supportive Services, Training Services, and Follow Up services to WIOA Title I participants.

American Job Center Partners will provide information to Partners at quarterly meetings convened by the One Stop Operator about the Career, Training and Follow Up services available within the mission of their services. The One Stop Operator will work with all Partners to facilitate the information and referral process between Partners with the goal to provide an effective and efficient experience for Customers.

The chart below details each partner's commitment to delivering the services described in the MOU/RSA in the American Job Centers.

Partner	Expertise	USWIB Member	MOU/RSA	AJC
USWIB	LWDB, Local Plan, MOU/RSA, OSO, Title I Grant	Yes	Yes	No
Title I	Adult Training Services Youth 14 Elements	No	Yes	Leaseholder in Services Cambridge and Chestertown; Collocated all AJCs
Title II	ABE, ASE, ESOL			Co-located in Cambridge, Chestertown, Easton
Title III	Career Services, Employer Services, Unemployment Insurance Information, UI Reemployment Services	Yes	Yes	Easton Leaseholder in Easton. Collocated in Cambridge, Centreville, Chestertown, Denton, Easton,
Title IV	Career Services, Assistance with barriers to employment	Yes	Yes	Co-located in Easton, Chestertown

Temporary Cash Assistance	Career Services, Assistance with barriers to employment	Yes	Yes	Leaseholder in Centreville, Denton Collocated in Chestertown, Easton
Trade Act	Career and Training Services	Yes	Yes	Leaseholder in Easton. Co-located in Cambridge, Centreville, Chestertown, Denton, Easton,
Jobs for Veterans State Grant	Case management Services	Yes	Yes	Leaseholder in Easton. Co-located in Cambridge, Centreville, Chestertown, Denton, Easton,
Migrant and Seasonal Farm Workers	Career Services	Yes	Yes	Leaseholder in Easton. Co-located in Cambridge, Centreville, Chestertown, Denton, Easton,
Unemployment Insurance	Unemployment Insurance for claimants	Yes	Yes	Co-located in Easton
Senior Community Service Employment Program	Career and Training Services	Yes	Yes	Co-located Centreville, Chestertown, Denton, Easton
Community Services Block Grant	Assistance with barriers to employment	Yes	No	Information and referral to AJCs
Perkins Act	Training Services	Yes	Yes	Co-located in Cambridge

Q. Describe the Local Board's follow-up services policy. This should include follow-up requirements, frequency of contact, and required documentation.

Upper Shore Scholarship Office staff will contact customers quarterly for one year following exit. The contact may be accomplished by email, electronic message, phone, in person, or through contact initiated by an American Job Center partner. The Customer contact will be documented via a case note in the Maryland Workforce Exchange. If there is an indication additional services may be beneficial, the customer will be referred to an Upper Shore Scholarship Office staff member for an assessment for additional services. If a customer is unreachable for three quarters in a row, the customer will be placed in an inactive follow up status and a final follow up attempt will be made at the twelve-month date.

Section 6: Title II- Adult Education and Family Literacy Functions

Some data in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still affecting many aspects of life. The economic impact of Covid -19 in the out years of this plan is unknown.

- A. A description of how the Local Board will coordinate workforce development activities in the Local Area integrating the provision of adult education and literacy activities under Title II of WIOA, including, but not limited to, the implementation of the career pathways model. The description should include a discussion of how the Local Board will comply with requirements to review local applications submitted under Title II as set forth in guidance provided by the DWDAL's Office of Adult Education and Literacy Services. Once review has been conducted, the Local Board will submit documentation (MD Labor WIOA Alignment Form) of the review and any recommendations for increased alignment to the applicant for Title II services in a timely manner.

The USWIB is responsible for developing Career Pathways by "aligning employment, training, education and supportive services that are needed by adults and youth particularly individuals with barriers to employment". The USWIB will include Adult Education and Family Literacy (AEFL) funded staff in employer meetings convened in support of determining needs related to Career Services, Training Services, and Educational Services. Employer engagement is the basis for understanding and developing Career Pathways "maps" for Upper Shore WIOA customers. WIOA allows Title II funds to be expended for Integrated Education and Training, Workforce Preparation Activities and Integrated English Literacy and Civics Education. The USWIB will ensure that Title II service providers take full advantage of the opportunities and flexibility provided by WIOA through the responsibilities of the Local Workforce Development Board to negotiate the One Stop Memoranda of Understanding and Resource Sharing Agreement and to review the local AEFL plan before submission.

The USWIB will include the following topics in its review of the Upper Shore AEFL plan(s) to complete the Maryland Department of Labor WIOA Alignment Form:

- Title II funds budgeted for Integrated Education and Training Activities.
- Title II funds budgeted for Workforce Preparation Activities.
- Title II funds budgeted for Integrated English Literacy and Civics Education.
- Title II funds budgeted for One Stop Infrastructure.
- Title II funds budgeted for the operation of AEFL activities in the One Stop system.
- Integration of AEFL activities and One Stop Partner activities including AEFL Transition Services.
- Data sharing including the collection of intake information; and
- Selective Service registration verification mechanism for AEFL customers.

- B. A description of how the Local Board will coordinate efforts with Title II providers to align basic skills and English language assessments. The description should include:

- An outline of the agreed upon steps that will be taken to align basic education skills and English language assessments within the Local Area, including, but not limited to, any MOU created by the workforce development and adult learning partners.
- An identification of how assessment scores will be shared among WIOA Title I areas and Title II providers (Consideration must be given to the Federal Education Rights and Privacy Act (FERPA)).
- An identification of who will conduct which of the approved assessments (including for Trade Participants) and when such assessments will be conducted, consistent with this policy.
- An outline of how the Local Area will coordinate testing between workforce development and adult education providers; and
- An outline of how the Local Area will ensure that test administrators are to be trained in accordance with MD Labor's policy and applicable testing guidelines as set forth by the applicable test publisher. *DWDAL's policy on assessments can be found here:*
<https://www.labor.maryland.gov/employment/mpi/mpi5-20.pdf>

The USWIB will include the following topics in the discussion, negotiation and execution of the One Stop Memoranda of Understanding and Resource Sharing Agreement with Title II:

- Aligning basic education skills and English language assessment protocols, tests, methodologies among all Upper Shore One Stop employment and training Partners.
- Aligning the administration of basic education skills and English language assessments among all Upper Shore One Stop Partners
- Assurance that assessments are conducted in accordance with applicable guidelines set forth by assessment publisher.
- Data sharing agreements that will include assessment results and customer information contributing to common intake processes.
- The Title II contribution to One Stop Infrastructure.
- Operational deployment of AEFL services in the One Stop system

TITLE II: BASIC SKILLS ASSESSMENT FOR ALL AJC PARTNERS

The USWIB will include the following topics in the discussion, negotiation and execution of the One Stop Memoranda of Understanding and Resource Sharing Agreement with Title II.

- Aligning basic education skills and English language assessment protocols, tests, methodologies among all Upper Shore One Stop employment and training Partners.
- Aligning the administration of basic education skills and English language assessments among all Upper Shore One Stop Partners
- Assurance that assessments are conducted in accordance with applicable guidelines set forth by assessment publisher.
- Data sharing agreements that will include assessment results and customer information contributing to common intake processes.
- The Title II contribution to One Stop Infrastructure

- Operational deployment of AEFL services in the One Stop system including Information and Referral, Orientation to AEFL, Assessment, Workforce Preparation Activities, Transitions Service Activities, Data Sharing
- C. A description of how the Local Board will ensure that the individual appointed to represent Title II services on the Board will coordinate with all Title II Grant Administrators in the Local Area in a uniform, regular, and consistent manner.

The County/USWIB Agreement specifies that the President of Chesapeake College serves as a member of the USWIB. The President of Chesapeake College is the only Title II grant recipient in the Upper Shore area. If more than one Title II grant is awarded in the Upper Shore area, the USWIB President will convene the grant recipients and designate a Title II representative for the USWIB. The USWIB will revise the County/USWIB Agreement if multiple Title II grants are awarded or if Chesapeake College is no longer the Upper Shore sole Title II grantee. The Grant Administrator of the Chesapeake College Title II grant reports to the Dean of Workforce Programs. The Dean of Workforce Programs reports to the Vice President of Workforce and Academic Programs. The Vice President of Workforce and Academic Programs reports to the President of Chesapeake College.

- D. A description of how adult education services will be provided in the AJC system within the Local Area.

The USWIB will engage in good faith negotiations with the Upper Shore AEFL provider(s) to negotiate the AEFL role in the Upper Shore One Stop system. The negotiations will take place through the One Stop Memoranda of Understanding and Resource Sharing Agreement. The negotiation will include Information and Referral, Orientation to AEFL, Assessment, Workforce Preparation Activities, Transitions Service Activities and Data Sharing. If classroom space is available in the One Stop location, the use of that space by AEFL will be a topic of negotiation.

- E. A description of how adult education providers in the Local Area will use the Integrated English Literacy and Civics Education (IELCE) program under section 243(a) of WIOA to prepare adults who are English language learners for, and place such adults in, unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency. *Note: Local Areas should check with all Title /I-funded providers in their area; not all adult education providers receive IELCE funds.*

As this plan is written Chesapeake College, has applied for but not been notified if it will be the recipient of Upper Shore Title II IELCE funding under WIOA Section 243. Chesapeake College provided this information, based on their IELCE proposal: The College shall implement integrated English literacy and civics education activities to help English language learners achieve competence in English through contextualized instruction on the rights and responsibilities of citizenship, naturalization procedures, civic participation, and United States history and government to help such learners acquire the skills and

knowledge to become active and informed parents, workers and community members. These education activities are aligned with Maryland's ESL content standards and taught concurrently. The IELCE services shall include:

1. English Language Acquisition (speaking and comprehension) and
2. Literacy (reading and writing) and
3. Civics education (the rights and responsibilities of citizenship and civic participation)

In addition, students in the IELCE Program shall be given access to integrated education and training (IET), but attendance in this training is not mandatory for the IELCE student.

If Chesapeake College is not the Upper Shore IELCE provider for the Upper Shore, the USWIB will work with the grantee to determine if the information provided by Chesapeake College applies to the awarded grantee. If there is no IELCE grant award for the Upper Shore, the USWIB will convene the American Job Center Partners and discuss the provision of services for those customers who are not being served by IELCE funds.

Section 7: Title III- Wagner-Peyser Functions

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is affecting many aspects of life. The economic impact of COVID-19 in the out years of this plan is unknown.

- A. A description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the Local Area through the AJC delivery system, to improve service delivery and avoid duplication of services.

29 United States Code 49 f describes how Wagner-Peyser funds may be used. The Upper Shore Scholarship Office will coordinate the Career Services delivered by Wagner-Peyser funded staff with the Career Services delivered by other core Partners through the Memoranda of Understanding and Resource Sharing Agreement. Wagner-Peyser Career Services, delivered on behalf of the Secretary of Labor, provide services for job seekers and employers in the Upper Shore area. The USWIB recognizes the expertise of Wagner-Peyser staff in the delivery of Career Services for job seekers and services for employers. The USWIB vision for Wagner-Peyser coordination may be summarized as "jobs for people, people for jobs".

The USWIB will ensure that the Wagner-Peyser functions listed below will be discussed negotiated, and included in the Upper Shore One Stop Memoranda of Understanding:

- Job search and placement services to job seekers, including unemployment insurance claimants, employment counseling, testing, occupational and labor market information, assessment, and referral to employers.
- Appropriate recruitment and technical assistance services for employers

- Linkages between EARN, Apprentice and Training, programs and projects funded through the Governor's WIOA set aside and other state initiatives not included under WIOA legislation, including the provision of labor exchange services at education sites.
- Provision of services for workers who have received notice of permanent layoff or impending layoff, or workers in occupations which are experiencing limited demand due to technological change, impact of imports, or plant closures.
- Developing and disseminating labor market and occupational qualification information.
- Administering the work test for the State unemployment compensation system, including making eligibility assessments, and providing job finding and placement services for unemployment insurance claimants.
- Providing unemployment insurance claimants with referrals to, and application assistance for training and education resources and programs, including Federal Pell Grants under subpart 1 of part A of title IV of the Higher Education Act of 1965 (20 U.S.C. 1070a et seq.), educational assistance under chapter 30 of title 38 (commonly referred to as the Montgomery GI Bill), and chapter 33 of that title (Post-9/11 Veterans Educational Assistance), student assistance under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070 et seq.) [and 42 U.S.C. 2751 et seq.], State student higher education assistance, and training and education programs provided under titles I and II of the Workforce Innovation and Opportunity Act [29 U.S.C. 3111 et seq., 3271 et seq.], and title I of the Rehabilitation Act of 1973 [29 U.S.C. 720 et seq.).
- Providing Unemployment Insurance Claimants with meaningful assistance in the American Job Centers.

B. A description of how the Local Board will ensure that migrant and seasonal farm workers in its Local Area will be provided employment services.

The USWIB analyzed data from Chmura JobsEQ and determined that Migrant and Seasonal Farm Worker wages in the Upper Shore region will classify these workers as "priority of service" participants.

The USWIB will guarantee that the Adult training funding allocation will be delivered using the priority of service hierarchy listed below. The USWIB will manage the priority of service by evaluating the number of participants who are issued an Individual Training Account and are a member of group 1-4 listed below. 51% or more of the Upper Shore Adult Customers who receive an ITA will fit the criteria for group 1-4 from the list below.

Priority of service for the WIOA Title I Adult Program must be provided in the following order:

- First, to veterans and eligible spouses (who also are included in the groups given statutory priority for WIOA adult formula funds). This means that veterans and eligible spouses who also are recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive the first priority for services provided with WIOA adult formula funds.

- Second, to non-covered persons (individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds.
- Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
- Fourth, to any other populations identified by the Governor or Local Board for priority.
- Last, to non-covered persons outside the groups given priority under WIOA.

Federal citations: 38 U.S. Code § 4215 - Priority of service for veterans in Department of Labor job training programs- <https://www.govinfo.gov/content/pkg/USCODE-2021-title38/pdf/USCODE-2021-title38-partIII-chap42-sec4215.pdf>. A Protocol for Implementing Priority of Service For Veterans and Eligible Spouses: <https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEN/2010/ten15-10a1.pdf>.

The USWIB will verify that Outreach Workers include information and referral to training services for Migrant and Seasonal Farm Workers in the description of services available at the Upper Shore AJCs.

The USWIB will require the Wagner-Peyser representative to the One Stop Memoranda of Understanding and Resource Sharing Agreement negotiations include the provision of Career Services to Migrant and Seasonal Farmworkers (MSFW) in the discussion, negotiation and execution of the One Stop Memoranda of Understanding and Resource Sharing Agreement. The USWIB will require the Wagner-Peyser representative to the One Stop Memoranda of Understanding and Resource Sharing Agreement to include an Information and Referral mechanism to connect MSFW to the National Farmworkers Jobs Program.

The USWIB has reviewed Maryland Policy Issuance 2018-14 to determine the roles and responsibilities for the delivery of services to Migrant and Seasonal Farmworkers and to ensure that the State of Maryland is complying with the Richey Order.

Responsibility for the delivery of services for MSFWs and compliance with the Richey Order rest with the State Monitor Advocate, the Director of the Office of Workforce Development, and the Director of Policy for the Division of Workforce Development and Adult Learning, and the Labor Exchange Administrator for the Upper Shore area. The USWIB will rely upon the incumbents in these positions to ensure that MSFW services are provided and to verify in writing to the USWIB President each year that services have been provided.

OUTREACH WORKERS

Outreach Workers are the primary access point to Maryland's workforce system for a Migrant and Seasonal Farmworker (MSFW). Outreach Workers must engage in outreach activities to locate and contact MSFWs who are not being reached by the normal intake activities conducted in and through AJCs.

Outreach Workers must:

- Complete training on local AJC procedures and MSFW services, benefits, and protections, including protections for farmworkers against sexual harassment.

- Explain to MSFWs at their working, living, or gathering areas including day haul sites, by means of written and oral presentations either spontaneous or recorded, in a language readily understood by them, the following:
- The services available at local AJCs and other related services.
- Information on the Employment Service and Employment-related Law Complaint System.
- Information on the other organizations serving MSFWs in the area; and,
- A basic summary of farmworker rights.
- Conduct pre-occupancy housing inspections or work with partner agencies to insure pre-occupancy housing inspections are completed, as required by 20 CFR 5653.501(3) (b).
- If needed, the Rural Services Coordinator may conduct MSFW housing inspections, but must bill time correctly to the MSFW program. Regardless of which party conducts the pre-occupancy housing inspections, they MUST follow ETA requirements described in 20CFR §654 Subpart E, found at www.gpo.gov/fdsys/pkg/CFR-2003-title20-vol3/pdf/CFR-2003-title20-vol3-part654-subpartE.pdf. Maryland Department of Labor will conduct ONE pre-occupancy housing inspection per season, per employer, for agricultural workers who were recruited through an inter- or intra- state job order, including both MSFWs and H-2A workers. For example, if an agricultural employer initially hires MSFWs through inter or intra-state job orders, Maryland Department of Labor will conduct a pre-occupancy housing inspection for those workers. If, during the same season, that employer also hires H- 2A workers, the results of the pre-occupancy housing inspection conducted for the MSFW will be applied.
- Encourage MSFWs to go to the most accessible local AJC to obtain the full range of employment and training services. (If an MSFW cannot or does not wish to visit the local AJC, the Outreach Worker must offer to provide assistance at the MSFWs worksite or living quarters.).
- Provide MSFWs with job referrals to employment opportunities.
- What is a "Job Referral"?
- The term "job referral" has a very specific definition under 20 CFR §651.10. To make a job referral, Outreach Workers must make direct contact with the hiring employer, either by phone, email, or in person, to bring candidate MSFWs who are able, willing, and available to fill openings to the attention of the employer. Records of employer contacts for job referrals should be retained for documentation in case notes.
- Assist in preparing complaints and referring them, as appropriate.
- Refer MSFWs to supportive services and/or career services, as needed.
- Assist in accessing resources for MSFW(s) to and from local AJCs or other appropriate agencies.
- Make follow-up contacts as necessary and appropriate to provide MSFW services.
- Work with employers to schedule and conduct field visits to the working and living areas of MSFWs, to discuss employment services and other employment-related programs with MSFWs, crew leaders, and employers.

- Conduct random, unannounced field checks to agricultural worksites where MSFW's have been placed through the intrastate or interstate recruitment system, to ensure that conditions are as stated on the job order and that the employer is not violating an employment-related law. Observe the working and living conditions of MSFWs and, on seeing or learning of a suspected violation of federal or state employment-related law, document and refer information to the LEA for processing.¹⁸ Additionally, if an Outreach Worker observes or receives information about apparent violations, ¹⁹ the Outreach Worker must document and refer the information to the LEA for their Local Area.
- Be trained in the procedure developed by Maryland Department of Labor for informal resolution of complaints.
- Maintain complete records of contacts with MSFWs and the services delivered, using the following documentation and procedures
- Complete a daily log²⁰ to record information collected during outreach visits to MSFW sites.
- Send completed Daily Logs to the LEA/supervisor monthly; and,
- Document information on apparent violations and complaints, including a description of the actions taken to gather information, and refer to other entities, as appropriate (Descriptions must include the circumstances and names of any employers who have refused to allow Outreach Workers to access MSFWs.).
- Carry and display, upon request, State identification and/or other identifying materials.
- Ensure that wages and working conditions offered to MSFWs are not less than the prevailing wages and working conditions among similarly employed farmworkers in the area of intended employment or the applicable federal or state minimum wage, whichever is higher.
- Abstain from participation in political, unionization, or anti-unionization activities when performing Outreach Worker duties.

A description of who is responsible for conducting migrant and seasonal farmworker housing inspections. DWDAL's policy on migrant and seasonal farmworker services can be found here: <http://www.labor.maryland.gov/employment/mpi/mpi4-18.pdf>.

Outreach Workers are the primary access point to Maryland's workforce system for MSFWs. Outreach Workers must engage in outreach activities to locate and contact MSFWs who are not being reached by the normal intake activities conducted in and through AJCs.

Among the duties that Outreach Workers must accomplish:

Conduct pre-occupancy housing inspections or work with partner agencies to ensure pre-occupancy housing inspections are completed, as required by 20 CFR §653.501(3)(b). Note that Local Workforce Development Boards will be required to specify the party responsible for conducting MSFW housing inspections in their area in the Wagner Peyser section of their WIOA plan. If needed, the Rural Services Coordinator may conduct MSFW housing inspections, but must bill time correctly to the MSFW program. Regardless of which party conducts the preoccupancy housing inspections, they MUST follow ETA requirements described in 20 CFR

§654 Subpart E, found at www.gpo.gov/fdsys/pkg/CFR-2003-title20-vol3/pdf/CFR-2003-title20-vol3-part654-subpartE.pdf. Maryland Department of Labor will conduct ONE pre-occupancy housing inspection per season, per employer, for agricultural workers who were recruited through an inter- or intra- state job order, including both MSFWs and H-2A workers. For example, if an agricultural employer initially hires MSFWs through inter or intra-state job orders, Maryland Department of Labor will conduct a pre-occupancy housing inspection for those workers. If, during the same season, that employer also hires H-2A workers, the results of the pre-occupancy housing inspection conducted for the MSFW will be applied.

Section 8: Title IV-Vocational Rehabilitation

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is dominating many aspects of life. The economic, social, labor market, and service delivery impact of COVID-19 in the out years of this plan is unknown.

- A. A description of the replicated cooperative agreements (as defined in section 107(d)(11)) between the Local Board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)(B)) and the local office of a designated State agency or designated State unit administering programs carried out under title I of such Act (29 U.S.C. 720 et seq.) **(The Maryland State Department of Education's Division of Rehabilitation Services)** (other than section 112 or part C of that title (29 U.S.C. 732, 741) and subject to section 121(f)) in accordance with section 101(a)(11) of such Act (29 U.S.C. 721(a)(11)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

There are no replicated cooperative agreements in place between the USWIB, the Maryland Department of Labor, and the Maryland Division of Rehabilitation Services with respect to efforts to enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use of and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration, and coordination.

The Maryland State Department of Education's Division of Rehabilitation Services (DORS), in accordance with 29 U.S.C. 721(a)(11) will provide the following services to **youth and adults** with disabilities:

- Provide intake, orientation, and assessments for disabled jobseekers.
- Promote employment of persons with disabilities.

- Based on a comprehensive assessment of an individual's disabilities, determine an individual's eligibility for services in accordance with the Division's Order of Selection criteria.
 - Develop an Individualized Employment Plan.
 - Provide guidance and counseling, physical restoration, and training to eligible persons with disabilities.
 - Provide follow-up services to enhance job retention.
 - Provide other services as may be available and appropriate.
 - Provide Pre-Employment Transitioning Services for students with disabilities, as defined by WIOA. Provide Supported Employment Services for **youth and adults** with disabilities as defined by WIOA.
 - Provide independent living services to enhance the capacity of persons with disabilities to live unaided in the community.
 - Provide performance information as required by WIOA.
 - Provide cross-training of workforce staff on disability related issues.
 - Provide technical assistance on disability related issues and on assistive technology. Engage employers through the Division's Business Services Representatives.
 - Work in a collaborative manner to coordinate services among the Workforce Partners for **youth and adults** with disabilities.
- B. A description of how individuals with disabilities will be served through the AJC system in the Local Area.

MD Labor's Nondiscrimination Plan can be found here:

<http://www.labor.maryland.gov/employment/ndp/>.

All customers and employers will be served seamlessly in the American JobCenters. The USWIB will engage in good faith negotiations with the Maryland Division of Rehabilitation Services (DORS) representative to negotiate the DORS role in the Upper Shore One Stop system. The negotiations will take place through the One Stop Memoranda of Understanding and Resource Sharing Agreement and will include discussions regarding both Infrastructure and Operations of the One Stop system. Operation topics will include efforts to enhance the provision of services to individuals with disabilities, cooperative efforts to ensure staff have opportunities for training and technical assistance, determinations regarding the use of and sharing of information, and coordinated and collaborative efforts to include employer input and participation.

As with all individuals, whether they have a disability or not, who access the American Job Center, the goal is to have a universal referral mechanism, which will enable individuals to select the services they feel they need. In addition, the goal is to ensure that all information and services that are provided are accessible, regardless of the individual's disability. DORS will provide training to the partners in such areas as programmatic and physical

accessibility, serving individuals with disabilities that require support services, disability etiquette, sensitivity training, and assistive technology.

Section 9: Temporary Assistance for Needy Families Functions

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is affecting many aspects of life. The economic, social, labor market, and service delivery impact of COVID-19 in the out years of this plan is unknown.

With guidance and technical assistance from Department of Human Services and MD Labor, Local Areas will use a functional approach to integration which may include revised practices and policies related to:

- Eligibility,
- The range and sequence of services,
- The use of funds for supportive services,
- Income support,
- Performance measurement,
- Reporting requirements, and
- Administrative structures and decision making.

Data snapshots on the TANF population, statewide and by county, is available on the MD Labor website at: <http://www.labor.maryland.gov/employment/wioatca.shtml>.

A description of how TANF is integrated in the AJC system (e.g., customer intake, service coordination, client monitoring and tracking, targeting employment services to low-skill, low-wage workers, etc.).

The USWIB is committed to building upon its relationship with the Upper Shore Departments of Social Services. Caroline, and Queen Anne's County Departments of Social Services host American Job Center locations.

The One Stop Memoranda of Understanding and Resource Sharing Agreement negotiations include Infrastructure funding and the integration of Operations- Career and Training Services into the American Job Center system.

The USWIB will align with the Governor's Combined Plan submission, and incorporate the Benchmarks of Success objectives designed to remove barriers to employment:

The role for TANF in the One Stop system as specified in the WIOA Regulations, 678.430 is the starting point for TANF agency participation. Maximizing access to and use of life management skills and eliminating barriers to employment from those job seekers receiving TANF grants will be the expertise social services organizations can provide.

The American Job Center is in two of the five county department of Social Services offices. The rural nature of the Upper Shore area leads to the smallest allocations of WIOA formula funds in the state; this is a compelling reason for all partners to work together efficiently and effectively to use our collective resources to provide opportunities for job seeker and employer customers.

- B. A description of the implementation and coordination process to enhance the provision of services to individuals on TANF that includes:
- Potential co-location of LDSS and/or WIOA Partners at AJCs or LDSS depending on the nature of local partnerships and operations. There are American Job Centers located in the Caroline and Queen Anne's Departments of Social Services.
 - Leverage existing financial and in-kind contributions to the WIOA system to ensure coordination of services provided by multiple programs, creating a seamless approach to delivering services. TANF contributions to the Upper Shore Resource Sharing Agreement represent a significant investment in the Upper Shore American Job Center system.
 - Cross train and provide technical assistance to all WIOA Partners about TANF. TANF staff are significant and active participants on the Upper Shore Professional Development Committee. The Professional Development Committee provides TANF staff with the opportunity to develop and implement technical assistance to WIOA Partners.
 - Ensure that activities are countable and tracked for the TANF Work Participation Rate. TANF staff have access to the Maryland Workforce Exchange and are able to use data for TANF goals.
 - Access to business services and employer initiatives to attract and better serve employers by marketing joint services, minimizing the burden on employers who use the centers, and provide employer-focused services through a single point of entry rather than through all partnering programs. TANF staff participate with American Job Center Partners who have Business Services staff. TANF staff participates in quarterly AJC meetings and are updated on Business Services activities of AJC Partners.
 - Contribute and provide outcomes data to the WIOA system through strategies for collecting and reporting varied program reporting requirements.

AJC Partner follow up staff may contact TANF staff for outcome data for co-enrolled (TANF/WIOA) customers.

WIOA Regulations, sections 678.430, 680.620 and 680.230 (a), 680.230(b) are the basis for the role of TANF in the Upper Shore One Stop system.

WIOA Regulations

"WIOA requires One-stop partners to deliver career services applicable to their specific program. This WIOA regulation clarifies that an applicable career service is a service identified in § 678.430 and is an authorized program activity. The TANF statute does not include a definition for career services. Accordingly, the TANF State grantees need to identify any

employment services and related supports being provided by the TANF program (within the local area) that are comparable with the career services as described in WIOA Regulations§ 678.430. At a minimum, the TANF program partner must provide intake services at the one-stop for TANF assistance and non-assistance benefits via application processing and initial eligibility determinations." If an Information and Referral is the preference of the American Job Center Partners, the One Stop Operator will work with the Partners to set up and document the process or system.

WIOA Regulations 680.620:

"The local TANF program is a required partner in the one-stop delivery system. The WIOA Regulations, Part 678 describes the roles of such partners in the one-stop delivery system, and it applies to the TANF program. TANF serves individuals who may also be served by the WIOA programs, and, through appropriate linkages and referrals, these customers will have access to a broader range of services through the cooperation of the TANF program in the one-stop system. TANF participants, who are determined to be WIOA eligible, and who need occupational skills training may be referred through the One-stop system to receive WIOA training, when TANF grant, and other grant funds are not available to the individual in accordance with WIOA Regulations§ 680.230(a).

WIOA participants who are also determined TANF eligible may be referred to the TANF operator for assistance." Two of the five local Departments of Social Services organizations host and are co- located as the American Job Center in those counties. Kent, Dorchester, and Talbot counties support the AJC by delivering job club and other employment-related career services in those AJC locations.

WIOA Regulations, 680.230 A and 680.230 B:

"(a) WIOA funding for training is limited to participants who: (1) Are unable to obtain grant assistance from other sources to pay the costs of their training; or (2) Require assistance beyond that available under grant assistance from other sources to pay the costs of such training. Program operators and training providers must coordinate funds available to pay for training as described in paragraphs (b) and (c) of this section. In making the determination under this paragraph, one-stop operators should consider the full cost of participating in training services, including the cost of support services and other appropriate costs.

(b) One-stop operators must coordinate training funds available and make funding arrangements with one-stop partners and other entities to apply the provisions of paragraph (a) of this section. One-stop operators must consider the availability of other sources of grants to pay for training costs such as Temporary Assistance for Needy Families (TANF), State-funded training funds, and Federal Pell Grants, so that WIOA funds supplement other sources of training grants."

TANF customers are a priority group in the Upper Shore Priority of Service for WIOA Title I Adult Training funds. Once it is determined that TANF, Pell Grants and other sources of training funds are not available, the WIOA Title I Adult Priority of Service will take effect.

The USWIB will engage in good faith negotiations with the Maryland Department of Human Services representative(s) to negotiate the TANF role in the Upper Shore American Job Center system. The negotiations will take place through the One Stop Memoranda of Understanding and Resource Sharing Agreement negotiations. The negotiations will include Infrastructure and Operations of the American Job Center system.

As described in other sections, the USWIB through its One Stop Operator and AJC Professional Development Committee has facilitated several cross-training opportunities for American Job Center staff to learn about all core partner resource in the AJC, including TANF resources. Efforts will continue to enhance the information sharing about these resources including developing cooperative efforts with employers by providing information about TANF, and in professional development activities with frontline staff in the AJC.

- C. A description of the LDSS representation on the Local Board to ensure that TANF expectations, roles, and responsibilities are addressed in the Local Area.

The five local DSS Directors nominate a local Director to represent TANF on the USWIB for a term; this person's information is then forwarded for approval to the local county government entity for appointment to the USWIB.

- D. Provide a description of what strategies the Local Board employs to support TANF recipients in accessing skills and credentialing, life management skills, and employment to improve the financial status of those exiting the TANF program.

The USWIB DHS representative will encourage the Board to support strategies developed in the American Job Center with core Partners to ensure that all customers receive skills assessment, access to credential training, life management skills, and assistance with placement in sustainable employment that will ultimately improve the financial status of those exiting the TANF program. One way the USWIB has made efforts toward this goal is to provide professional development to frontline staff. Professional Development allows an integrated approach to all AJC staff, so that a seamless delivery of services may be accomplished with all AJC partners.

Section 10: Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)

Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) and State and local workforce agencies share a common goal of helping low-income individuals gain the skills necessary to qualify for jobs leading to self-sufficiency. A March 2016 joint letter issued by the Department of Agriculture's Food and Nutrition Service (FNS) and the Department of Labor's (DOL) Employment and Training Administration (ETA) encouraged SNAP and the workforce system to collaborate on shared strategies that connect SNAP participants to employment and training services through American Job Centers (AJCs). In

particular, the letter emphasized ways to provide services to Able-Bodied Adults without Dependents (ABAWDs).

A) How many SNAP work registrants currently exist in the jurisdiction?

In the Upper Shore region, we have an inter government agreement with all five county Department of Social Services who provide funding to the USWIB so that we can provide workforce training and supportive services to their individual county clients that they refer to us. To date, we have provided workforce training and supportive services to:

-Caroline County:	20 residents
-Dorchester County:	5 residents
-Kent County:	7 residents
-Queen Anne's County:	14 residents
-Talbot County:	18 residents

The total number of SNAP work registrants changes due to mobility out of the county, those who obtain work and transition out of eligibility, or the county DSS does not refer all eligible participants to our services.

B) Describe the process the local WIOA partners utilize, or plan to utilize, to support SNAP work registrants in accessing available supports and workforce development programs.

We qualify (and sometimes co-enroll into WIOA) all referrals to our SNAP E+T workforce training program, and also educate and update all our AJC partners so that they know of this workforce training agreement with have with the five county DSS departments.

C) List the available SNAP E&T third party partners in your local jurisdiction and describe how the third party partners are being engaged to ensure they are aware of all workforce development programs available in the WIOA system, streamline resources, and prevent duplication of services.

In our region, third party partners would be non-profit groups who also cater to SNAP recipients (families and adults). Outreach from the USWIB is dedicated to letting them know of our funding sources for SNAP E+T, so they won't expend their limited resources on any duplication of our training program.

Section 11: Community Services Block Grant

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still impacting many aspects of life. The economic, social, labor market, and service delivery impact of COVID-19 in the out years of this plan is unknown.

- A. A list of Community Service Block Grant (CSBG) providers in the Local Area and whether they provide employment and training activities. *Community Action Agencies are a partner in the local workforce development system, irrespective of whether they spend money on employment and training. A map of Maryland's Community Action Agencies (CAAs) can be found here: <https://maryland-cap.org/membership-list/>.*

Community Action Agency	Address	County Served	WIOA Services
Maryland Rural Development Corporation	PO Box 4848 Annapolis, MD 21403	Caroline	Supportive Services for Chesapeake College Adult Education Class at Greensboro, MD
Delmarva Community Services	2450 Cambridge Beltway Cambridge, MD 21613	Dorchester	Information and Referral to American Job Center
Maryland Rural Development Corporation	PO Box 4848 Annapolis, MD 21403	Kent	Information and Referral to American Job Center
SHORE UP!	520 Snow Hill Road Salisbury, MD 21804	Queen Anne's	Information and Referral to American Job Center
Neighborhood Service Center	126 Port Street Easton, MD 21601	Talbot	Information and Referral to American Job Center

- B. A description of the implementation and coordination process to enhance the provision of services to individuals on CSBG that includes:

The Community Action Agencies in the Upper Shore do not provide employment and training activities for adults and dislocated workers as described in Section 3 of the Workforce Innovation and Opportunity Act.

To enhance understanding of the Community Action Agencies by American Job Center Partners and to enhance the understanding of the American Job Center Partners by the Community Action Agencies, the USWIB through its One Stop Operator, will invite Community Action Agency representatives to the American Job Center Partner meetings. The USWIB, through its One Stop Operator and AJC Partner Professional Development Committee, will invite Community Action Agency staff to professional development opportunities in the Upper Shore. The USWIB, through its One Stop Operator, will formalize an Information and Referral mechanism that will facilitate service delivery for Community Action Agency customers by the American Job Center.

- Potential co-location of CAAs and/or WIOA Partners at AJCs or CAAs depending on the nature of local partnerships and operations. The USWIB will welcome any CAA into the Memorandum of Understanding and Resource Sharing Agreement in support of Co-location.
 - Leverage existing financial and in-kind contributions to the WIOA system to ensure coordination of services provided by multiple programs, creating a seamless approach to delivering services. The USWIB queries CAAs on a periodic basis to determine if there is a mutually beneficial relationship that will ensure a seamless approach to delivering services. CAAs are made aware of the existence of American Job Centers, locations, hours, and service delivery.
 - Cross train and provide technical assistance to all WIOA Partners about CSBG. CAAs are invited to the quarterly American Job Center meeting in the Upper Shore. This invitation is an opportunity for CAAs to provide information to the AJC Partners and receive information about AJC Partners and services.
 - Ensure that activities are countable and tracked for CSBG performance metrics. The USWIB and AJC Partners will provide technical assistance and data sharing agreements if requested by CAAs to provide information on CAA participants who may be receiving services from the Upper Shore AJC Partners. CAAs report performance numbers to Maryland Department of Housing and Community Development, which provides the Federal pass-through funding for the State of Maryland, on an annual basis. The USWIB and AJC Partners will review the annual CAA reports for the Upper Shore area.
 - Access to business services and employer initiatives to attract and better serve employers by marketing joint services, minimizing the burden on employers who use the centers, and provide employer-focused services through a single point of entry rather than through all partnering programs. The USWIB, through its One Stop Operator will invite CAAs to quarterly AJC Partner meetings where information is shared by business services staff.
 - Contribute and provide baseline outcomes data to the WIOA system through strategies for collecting and reporting varied program reporting requirements. The USWIB and AJC Partners will provide technical assistance and data sharing agreements if requested by CAAs to provide information on CAA participants who may be receiving services from the Upper Shore AJC Partners. CAAs report performance numbers to Maryland Department of Housing and Community Development, which provides the Federal pass-through funding for the State of Maryland, on an annual basis. The USWIB and AJC Partners will review the annual CAA reports for the Upper Shore area.
 - An employee of Delmarva Community Services is a member of our board of directors, satisfying the requirement to have a CAA representative on our board:
- C. A description of the CAA representation on the Local Board to ensure that CSBG expectations, roles, and responsibilities are addressed in the Local Area. A representative from a CAA is a required partner on the Local Board. *The GWDB's Local Board certification policy can be found here: <http://www.gwdb.maryland.gov/policy/lwdbcert.doc>*

Delmarva Community Services, Inc., which includes Community Action Agency functions, has a representative on the USWIB appointed by the Dorchester County Council.

Section 12: Jobs for Veterans State Grants Functions

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is dominating many aspects of life. The economic, social, labor market, and service delivery impact of COVID-19 in the out years of this plan is unknown.

A description of how the Local Board will provide priority of service to veterans and their eligible spouses.

The American Job Center provides "Priority of Service" to veterans and their eligible spouses in accordance with the Jobs for Veterans Act of 2002 and the Veterans' Benefits, Health Care, and Information Technology Act of 2006. The purpose of Priority of Service is to give first consideration for program participation to covered Veterans and eligible spouses who also meet the eligibility criteria of a federal Department of Labor training, employment, or placement service in any workforce preparation program. Local Workforce Development Areas will ensure all vendors follow Priority of Service provisions.

To receive Veterans Priority of Service for a specific program, a Veteran or eligible spouse must meet the statutory definition of a "covered person" and also must meet any other statutory eligibility requirement applicable to the program. For all USDOL funded programs, Priority of Service means access to services or resources earlier than others, or if resources are limited, it may mean access to services and resources instead of general service individuals.

Veterans Priority of Service will take precedence before applying WIOA Priority of Service for recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Programs with specific eligibility criteria, such as the WIOA Title I Adult program, will ensure covered persons meet all statutory eligibility requirements for the program before receiving Priority of Service.

Note: All criteria for veteran and spouse eligibility will be applied as written in Maryland's WIOA State Plan, Section 9. (Review for more details on veteran and spouse eligibility)

In accordance with Maryland's State Plan, veterans and eligible spouses will continue to receive priority of service for all USDOL-funded job training programs, which include WIOA programs. However, as described in TEGL 10-09, when programs are statutorily required to provide priority for a particular group of individuals, such as the WIOA priority described below, priority must be provided in the following order:

First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA adult formula funding. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services provided with WIOA adult formula funds. Second, to non-covered persons (that is, individuals who are not veterans or eligible spouses) who are included in the groups given priority for WIOA adult formula funds. Third, to veterans and eligible spouses who are not included in WIOA's priority groups. Last, to non-covered persons outside the groups given priority under WIOA.

1 st Priority	Veterans and eligible spouses who are also low-income, recipients of public assistance and/or basic skills deficient
2 nd Priority	Individuals who are not veterans or eligible spouses, are recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient
3 rd Priority	Veterans and eligible spouses who did not meet "first priority" conditions
4 th Priority	Individuals who are residents of the Upper Shore Local Area and who are not veterans and do not meet criteria to be considered a target population

Customer Service Flow for Veterans

AJC staff provides core services and initial assessments to veterans. The receptionist or other AJC staff who work at the front desks are trained to determine whether any customers are veterans. Information can also be gathered on veteran status when the AJC front desk staff has customers complete their county's "Customer Activity Sheet." Customers who self-attest to veteran status shall receive priority of service from this point forward.

AJC staff conduct the initial Personalized Needs Assessment with all new customers (including veterans). If a customer self-attests to veteran status, AJC staff complete MD Labor's Significant Barrier to Employment (SBE) Checklist to determine whether the veteran qualifies as having one or more SBE.

When the Personalized Needs Assessment is completed, veterans choose from the following options:

- If the customer qualifies as SBE and requires intensive services to overcome a barrier to employment, AJC staff assists in setting up an appointment for them to meet with a Disabled Veteran Outreach Program (DVOP) Specialist.
- If the customer does not require intensive services, they are then referred to Basic Career Services resources, WIOA Title I resources, an AJC Job Service Specialist, or other resource(s) as determined appropriate based on the Personalized Needs Assessment.

Note: When a veteran seeks services at an AJC where the DVOP is not currently available because of their rotation schedule, the receptionist provides the customer with the card and contact information of the DVOP and contacts the DVOP via email to provide them with the contact information of the customer so the two can coordinate a meeting time when the DVOP

will be stationed at the AC, if desired. In addition, AJC staff offer assistance to the SBE veteran, eligible spouse and/or caregiver until appropriate hand-off can be made to the DVOP.

Verifying Veteran Status

Any individual self-identifying as a covered person should be provided immediate priority in the delivery of employment and training services. It is neither necessary nor appropriate to require an individual self-identifying as a veteran or eligible spouse to verify their status at the point of entry unless the individual who self-identifies as a covered Veteran or eligible spouse:

Is to immediately undergo eligibility determination and must be registered or enrolled in a program; or,

The applicable Federal program rules require verification of covered Veteran or eligible spouse status at that time.

Similarly, a covered person should not be denied access on a priority basis to any services provided by program staff in order to verify covered person status. Rather, an individual self-identifying as a Veteran or eligible spouse should be enrolled and provided immediate priority and then be permitted to follow-up subsequently with any required verification of his or her status as a Veteran or eligible spouse.

For services that require eligibility verification, such as classroom training, verification only needs to occur at the point at which a decision is made to commit the use of outside resources. For example, to receive training services under WIOA Title I programs, veteran status must be verified. In cases, such as this verification is only necessary where a decision is made to commit outside resources to a covered person over another individual. For all other purposes, covered persons should be enrolled and provided immediate priority before providing verification as a covered person.

To receive Priority of Service for career services, covered persons may self-attest their veteran or eligible spouse status.

Veterans and Spouses as Dislocated Workers

WIOA Title I Dislocated Worker Funds can help Veterans, separating service members, and eligible spouses to enter or reenter the civilian labor force. To receive services under the WIOA Title I Dislocated Worker Program, a Veteran or eligible spouse must be a dislocated worker. By definition, according to WIOA, a dislocated worker is an individual who:

- Has been terminated or laid off or received a notice of termination or layoff from employment.
- Is eligible for, or has exhausted, unemployment insurance (UI) benefits.
- Has demonstrated an appropriate attachment to the workforce but is not eligible for UI and is unlikely to return to a previous industry or occupation.
- Has been terminated or laid off or received notification of termination or layoff from employment as a result of a permanent closure or substantial layoff.

- Is employed at a facility where the employer has made the general announcement that the facility will close within 180 days.
- Was self-employed but is unemployed as a result of general economic conditions in the community or because of a natural disaster.
- Is a displaced homemaker as defined by WIOA 3(16); or,
- Is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of Title 10, U.S.C.), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or is the spouse of a member of the Armed Forces on active duty and is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Generally, service members exiting the military, including, but not limited to, recipients of Unemployment Compensation for Ex-Military members (UCX), qualify as dislocated workers. Active-duty service members who separate by retirement may also qualify as dislocated workers. However, an active-duty service member taking early retirement as an incentive must be taken on a case-by-case basis. In some cases, this type of separation may be the only choice a service member may have. Thus, the service member's retirement could be considered a dislocation. However, if the service member's separation is voluntary, then the service member would not qualify as a dislocated worker.

If a Veteran meets the definition of a dislocated worker, then they may also be eligible to receive Priority of Service. For WIOA Title I programs, Priority of Service is available to any Veteran who has served at least one day in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable. AJCs may consider documentation of a service member's release from active duty on a specific date as equivalent to a layoff notice for WIOA Dislocated Worker Program eligibility. However, service members are not eligible for Priority of Service until they leave active duty.

In the case of separating service members because they may be on a terminal leave from the military, a separating service member may begin to receive career services while the service member may still be part of the Active-Duty military but has an imminent separation date. It is appropriate to provide career services to separating service members who will be imminently separating from the military, provided that their discharge will be anything other than dishonorable.

Jobs for Veterans State Grant (JVSG) Funds Are Provided to Fund Two Staff Positions

Disabled Veterans' Outreach Program (DVOP) Specialists -- Under 38 U.S.C. 4103A(a), a DVOP specialist provides intensive services and facilitates placements to meet the employment needs of veterans, prioritizing service to special disabled veterans, other disabled veterans, and other categories of veterans in accordance with priorities determined by the USDOL Secretary; and

Local Veterans' Employment Representatives (LVER) -- Under 38 U.S.C. 4104(b), the LVER's principal duties are to: (1) conduct outreach to employers in the area to assist veterans in gaining employment, including conducting seminars for employers and, in conjunction with employers, conducting job search workshops and establishing job search groups; and (2) facilitate employment, training, and placement services furnished to veterans in a State under the applicable State employment service delivery systems.

Monitoring Priority of Service

To ensure priority of service is implemented and operating correctly it will be monitored by the Regional Local Veterans Employment Representative (RLVER) and by the Labor Exchange Administrator or whomever they designate.

A description of how the Local Board will engage Local Veterans Employment Representatives in engaging and providing services to local businesses.

Local Veterans Employment Representatives (LVER) conduct outreach to employers and engage in advocacy efforts with hiring executives to increase employment opportunities for veterans and encourage the hiring of veterans. The RLVER, in conjunction with the local LVERs, will promote LVER services through social media, job fairs, flyers and related postings, and email blasts. The Local Board will include the LVER in employer meetings convened in support of determining employer needs related to Career Services, Training Services, or Educational Services. The LVER will be included in meetings and efforts convened by and on behalf of the AJC Partners, including meetings and efforts convened by the One Stop Operator.

Section 13: Trade Adjustment Assistance for Workers Program

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still affecting many aspects of life. The economic, social, labor market, and service delivery impact of Covid-19 in the out years of this plan is unknown.

The Trade program provides aid to eligible workers who lose their jobs, or whose hours of work and wages are reduced, because of increased imports or exports or production transfers abroad. The purpose of the program is to return trade-affected workers to suitable employment as quickly as possible with the seamless provision of coordinated resources, support, skills and training they may need.

Trade Adjustment Assistance Employment and case management services include:

- Interview and review training opportunities for each trade-affected worker;
- Inform trade-affected workers of the services and allowances available;

- Register in Maryland Workforce Exchange and complete Trade Adjustment Assistance application;
- Provide initial assessments;
- Development of an Individual Employment Plan with the affected worker;
- Help them secure appropriate training;
- Monitor their training progress;
- Devise a training waiver process;
- Provide access to workshops and other employment resources;
- Coordinate other employment benefits that workers may be eligible for;
- Inform trade-affected workers about supportive services available through partner programs;
- Co-enrollment with Adult, Dislocated Worker, or other appropriate partner program to provide comprehensive wrap-around services and reduce barriers;
- Rapid Response Services;
- Follow-up Services;
- Facilitate the early filing of petitions for any workers that are likely to be eligible for benefits under the Trade Act; and
- Perform outreach to affected workers, intake of, and orientation for adversely affected workers and adversely affected incumbent workers covered by a certification.

MD Labor's Trade Adjustment Assistance policy can be found here:

<https://labor.maryland.gov/employment/mpi/mpi2-22.pdf>.

USDOL's Trade Adjustment Assistance Final Rule can be found here:

https://www.dol.gov/sites/dolgov/files/ETA/tradeact/pdfs/TAA_Final_Rule_1205_AB78.pdf

A description of how Trade Adjustment Assistance (TAA) services will be provided in the AJC system within the Local Area.

Trade affected workers will be co-enrolled with the WIOA dislocated worker program or other appropriate program to ensure the availability of a comprehensive array of services and the integration of workforce development programs. Trade staff and WIOA partners will coordinate efforts to provide opportunities for Trade affected workers to obtain skills, services, resources, and support in a quick and effective manner to return the trade-affected worker back to suitable employment.

A description of how Title I staff will provide the TAA services listed above in an integrated manner. (Note: Services such as initial assessments, access to information on workshops, job search activities, inform participant of all the services and allowances available under TAA, Rapid Response, LMI, assist in securing appropriate training, monitor training progress and benchmarks, IEP, obtain credentials, follow-up, etc. may be provided by a partner program. Decisions such as the affected worker's TAA training program and training contracts need approval by state merit staff). Describe what your process/flow will look like.

Partner staff in the American Job Center will be responsible for providing the initial meeting and assessments, ensure enrollment in MWE, labor market information and delivering Rapid Response service, if not already provided and to make the participants aware of all the available services and allowances that the Trade Adjustment Assistance Program can provide. Trade staff will work with the trade affected worker on training options, completing TAA application MWE and to ensure the six criteria for training have been met, as well as create or review participants' IEP. Trade staff will also provide approval of all TAA training programs, training contracts and training waivers. Efforts will be coordinated to monitor progress, provide Bench marks every 60 days and ensure a service is provided every 90 days for the Trade affected worker, as well as ensure any needs and barriers are addressed. Staff will coordinate on all employment, case management and follow-up activities.

A description of how Trade participants will be co-enrolled in other programs. Note: co-enrollment with WIOA Title I Dislocated Worker program is a requirement under the TAA Final Rule. By following an established process flow within the AJC, co-enrollment of Trade affected workers will be ensured to allow for more efficient use of public workforce system resources and reduce barriers to program integration. Participants will be made aware of their co-enrollment. In the event that a Trade affected worker declines co-enrollment or is not eligible for co-enrollment, documentation must be provided and maintained. Declining co-enrollment has no effect on eligibility for benefits and services under the TAA Program.

Section 14: Unemployment Insurance Functions

Some information in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still dominating many aspects of life. Although unemployment is historically low, a potential recession in the 2022-2024 years may make this area more relevant to our operations. The economic, social, labor market, and service delivery impact of COVID-19 in the out years of this plan is unknown.

- A. A description of how WIOA Title I and Title III partners will support Unemployment Insurance claimants and provide meaningful access to Unemployment Insurance claimants, as required by WIOA.

Several years ago, the State of Maryland entered into a contract to upgrade and modernize the state's unemployment insurance system, as used by both employers and claimants. The COVID-19 pandemic, Governor Hogan's Emergency Order, and the Coronavirus Aid, Relief and Economic Security (CARES) Act caused the planned activation of the new system, known as BEACON, to be advanced. This upgrade and modernization rendered the knowledge that Upper Shore Scholarship Office staff had of the Unemployment Insurance application and appeals process obsolete.

In support of BEACON and the overwhelming increase in Unemployment Insurance applications, the State created and posted several tutorial videos about the BEACON system.

The Upper Shore Scholarship Staff (Title I) will become familiar with the tutorial videos and provide the following Career Services information related to filing claims for Unemployment Insurance through the BEACON system to Customers seeking Title I Training Services.

- Ask if the Applicant has applied Unemployment Insurance.
- Ask if the Applicant is receiving Unemployment Insurance.
- Ask if the Applicant is aware of the BEACON tutorial videos.
- Provide the Applicant with the link to the web page where the tutorial videos are posted
- Create a case note in the Maryland Workforce Exchange documenting that the Applicant was provided information about the BEACON tutorial videos.

Some Title III staff have access to BEACON and were provided with a professional development opportunity entitled "Introduction to BEACON 2.0 for Workforce Development", November 23, 2020, by Tamara Galloway, Laurie Troop-Curtis, and Annelise Moats from the UI Training Department. With the knowledge of the BEACON system that Title III staff acquired, the staff provide the following assistance to Customers inquiring about filing claims for Unemployment Insurance benefits, or seeking a status update regarding a filed claim:

- Advise the customers of tools and resources, such as BEACON tutorials and UI contact information, available to them via the Unemployment Insurance webpage.
- Offer assistance with navigating through the claimant portal.
- Offer assistance by explaining some of the notations found in the claimant portal.

Title III staff that are able to assist with UI claims must have access to BEACON; Title III staff without access to BEACON are unable to provide assistance.

- B. A description of the **how** Local Board will utilize the Wagner-Peyser program and the RES EA and ROW programs to provide access to local workforce development services for Unemployment Insurance claimants.

Wagner-Peyser staff, hired as RESEA or ROW facilitators, provide workshops to unemployment insurance claimants. Workshops are designed to offer career service assistance in an effort to facilitate the customer's return to work. The goal is to reduce the length of time the customer receives unemployment insurance benefits. During the course of the workshop, customers are presented information covering an array of services, tools, and techniques such as Labor Market Information, resume and cover letter preparation, job searching, and interviewing assistance. Much of the assistance is made available through the Maryland Workforce Exchange (MWE), so customers are provided an introduction to

the MWE system, and the many features contained therein. It should be noted that during the COVID-19 Pandemic, workshops have been provided virtually to customers.

RESEA/ROW workshops are a valuable recruitment tool for WIOA Title I Training Services. As such, the Upper Shore Scholarship Office staff will provide information about accessing training and the training intake process to RESEA/ROW workshop participants. As this plan is written, the Covid-19 pandemic and Governor Hogan's Emergency Orders have resulted in services being delivered virtually. Upper Shore Scholarship Office staff have participated in video conference RESEA/ROW workshops to promote training as a reemployment strategy.

With the rescission of the COVID-19 Emergency Orders, Upper Shore Scholarship Office staff and Title III staff have worked together to determine the most efficient and effective mechanism to further provide information about training to RESEA/ROW workshop participants. At a minimum, the Upper Shore Scholarship Office staff will provide written material with the training eligibility process for distribution to workshop participants. Until then, Title III workshop facilitators will continue to provide information about the availability of workforce training, and the subsequent contact information, as a standard component of the RESEA/ROW workshop presentation. This has not been an issue currently due to historically low unemployment numbers in the Upper Shore counties.

Section 15: Senior Community Service Employment Program Function

Some data in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is dominating many aspects of life. The economic, social, labor market, and service delivery impact of Covid -19 in the out years of this plan is unknown.

1. MD Labor DWDAL is the State Grantee for SCSEP. There are no sub grantees, however, MD Labor employs an Employment Specialist in each Local Area for which the State Grantee is responsible for administering the SCSEP Program.

MD Labor is responsible for administering the SCSEP program in the Upper Shore Counties- Caroline, Kent, Queen Anne's and Talbot.

2. The Center for Workforce Inclusion is the National Grantee and utilizes sub-grantees to implement SCSEP. MAC, Inc, a Center for Workforce Inclusion sub-grantee is responsible for administering the SCSEP program in Dorchester County and lower shore counties not included in this plan.

- A. A description of how SCSEP services will be provided in the AJC system within the Local Area. Include the components of the SCSEP program that are offered in the Local Area.

SCSEP participants must be at least 55, unemployed, and have a family income of no more than 125% of the federal poverty level. Enrollment priority is given to veterans and qualified spouses, then to individuals who are over 65, have a disability, have low literacy skills or limited English proficiency, reside in a rural area, are homeless or at risk of homelessness, have low employment prospects, or have failed to find employment after using services through an American Job Center.

SCSEP participants gain work experience in a variety of community service activities at non-profit and public facilities, including schools, hospitals, day-care centers, and senior centers. The program provides over 40 million community service hours to public and non-profit agencies, allowing them to enhance and provide needed services. Participants work an average of 20 hours a week and are paid the highest of federal, state, or local minimum wage. This training serves as a bridge to unsubsidized employment opportunities for participants.

Caroline, Kent, Queen Anne's, and Talbot Counties

SCSEP utilizes the American Job Center's system by having participants register with the Maryland Workforce Exchange to track progress in narrowing job interest, host agency search, and employment search. The employment specialist uses the Maryland Workforce Exchange to track the participants' progress and maintain case notes for each participant.

When inquiring about SCSEP at an American Job Center, the applicant meets with the employment specialist and is assisted with registering in the Maryland Workforce Exchange. The employment specialist explains the program and process of becoming a Participant to the applicant. The employment specialist works to ensure the best match for both participant and host agency.

Dorchester County

When inquiring about SCSEP at an American Job Center, the applicant meets with the employment specialist and is assisted with registering in the Maryland Workforce Exchange. The applicant is referred to MAC, Inc. for intake, assessment, and placement.

Section 16: WIOA Section 188 and Equal Opportunity Functions

Section 15- WIOA Section 188 and Equal Opportunity Functions

Some data in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is dominating many

aspects of life. The economic, social, labor market, and service delivery impact of Covid-19 in the out years of this plan is unknown.

It is against the law for this recipient of federal financial assistance to discriminate against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity.

- A. A designation of the local Equal Opportunity Officer, including their name, location, email, telephone number, and TTY or equivalent.

Daniel Schneckenburger, Executive Director
EDC-01 Chesapeake College, Wye Mills PO Box 8
Wye Mills, MD 21679 email: dschneckenburger@chesapeake.edu
410-822-1716 x 2271
TTY: 1-800-735-2258

The United States Department of Labor's Civil Rights Center (CRC) concludes that a conflict of interest exists when an official responsible for executing and advising on personnel actions is also responsible for managing, advising, or overseeing the EO complaint process. This is because (1) EO complaints often challenge the motivation and impact of personnel actions and decisions; and (2) in order to maintain the integrity of the EO investigative and decision-making processes, the EO functions must be kept separate from the personnel function. Because the highest-level official in the organization usually makes the final personnel decisions, it would be an actual or apparent conflict of interest for that individual to also serve as the EO Officer. For WIOA programs and activities to function fairly and effectively, EO Officers must not be placed in a position where they have to make a choice - conscious or unconscious -between their responsibility for EO compliance and their other interests, whether these interests are personal in nature or related to their other organizational duties. The USWIB, then, reserves the right to ensure that the designation of the USWIB Executive Director as the Equal Opportunity Officer does not create a conflict of interest. The USWIB President will review all EO complaints and determine if a conflict of interest exists and implement a remedy if a conflict does exist.

- B. A description of how entities within the AJC delivery system, including AJC operators and the AJC partners, will comply with Section 188 of WIOA and 29 CFR Part 38, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities and individuals with Limited English Proficiency, including providing staff training and support for addressing the needs of individuals with disabilities and for individuals with Limited English Proficiency.

It is the continuing policy of the USWIB to comply with all applicable Federal and State laws prohibiting employment discrimination and to provide equal opportunity to all employees and applicants for employment without regard to age, ancestry, color, creed, gender identity and expression, genetic information, marital status, mental or physical disability, national origin, race, religious affiliation (belief or opinion), sex, sexual orientation, or any other protected status. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. Participation in a complaint process is protected from retaliation under all circumstances. Other acts to oppose discrimination are protected as long as the employee was acting on a reasonable belief that something in the workplace may violate EEO laws. In addition, USWIB is the non-profit entity charged with planning, implementing, and delivering Title I WIOA Programs and Services within the Upper Shore WIOA Area. The USWIB is dedicated to the provision of services, outreach and partner collaboration that comply with WIOA Section 188. USWIB and its partners adhere to all applicable Federal and State laws prohibiting discrimination in employment and program service delivery including but not limited to:

- Section 188 of WIOA which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency (LEP), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin (including LEP);
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and,
- 29 CFR Part 38 - IMPLEMENTATION OF THE NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
- Title I of the ADA, which prohibits discrimination in employment based on disability.
- Title II of the ADA, which prohibits State and local governments from discriminating based on disability.
- Section 427 of the General Education Provisions Act;
- Maryland Anti-Discrimination laws, including 5 Md. STATE GOVERNMENT Code Ann. §10-1101, which stipulates that oral language services must be delivered on-site for those in frequent contact with a service provider.

USWIB is committed to promoting the full realization of equal opportunity which aims to eliminate discrimination based on factors which are irrelevant to job performance or program eligibility. Every effort will be made to ensure that all employment decisions, personnel actions, and program eligibility are administered in conformance with State and Federal statutes and regulations governing equal employment and WIOA Program Eligibility, including (but not limited to) recruitment, selection, training, promotion, transfer, termination, and other benefits related to employment and WIOA Services. This commitment must be an integral part of every aspect of USWIB personnel policy and equal opportunity compliance with WIOA Section 188.

USWIB Equal Opportunity Officer is responsible for ensuring that full cooperation is provided by all agency employees in the processing and resolution of complaint matters and investigations within the agency.

The USWIB's designated EO officer will comply with the investigation and monitoring requirements required both by 29 CFR 38.31 and 29 CFR 38.72, which specifically requires a period of investigation to determine if the EO officer has jurisdiction. If, after a period of investigation, the USWIB EO officer does not have jurisdiction, the EO officer will:

- Log the complaint in the Upper Shore Complaint Log
- Provide the complainant with information on the jurisdiction for the complaint
- Notify the EO Officer with jurisdiction of the Upper Shore action

USWIB EOO Designee: LWIOA Section 188 Compliance Umbrella Coordinator

The USWIB's designated EO officer will comply with the investigation and monitoring requirements required both by 29 CFR 38.31 and 29 CFR 38.72, which specifically requires a period of investigation to determine if the EO officer has jurisdiction. If, after a period of investigation, the USWIB EO officer does not have jurisdiction, the EO officer will:

- Log the complaint in the Upper Shore Complaint Log
- Provide the complainant with information on the jurisdiction for the complaint
- Notify the EO Officer with jurisdiction of the Upper Shore action

EOO LWDB, WIOA TITLE I,

USWIB Executive Director/Local EOO
Upper Shore Workforce Development Board at Chesapeake College
P.O. Box 8
Wye Mills, Maryland 21679 (410) 822-1716
<https://www.uswib.org/>

Partner EOO Designees & Referral Contacts

Title III Wagner-Peyser, Trade Act, Jobs for Veterans State Grant, Migrant and Seasonal Farmworkers, Unemployment Insurance

Service Agency - Maryland Department of Labor

Local Director

Labor Exchange Administrator

Department of Labor

Upper Shore One-Stop Career Centers

301 Bay ST Suite 301

Easton, MD 21601

410-822-3030

dlwdaleastonisoffice-LABOR@marvland.gov

Statewide MD-Labor Coordinator

Yvette Dickens, EEO Director & ADA/504 Officer

Office of Fair Practices (OFP)

1100 North Eutaw Street, Room 613

Baltimore, Maryland 21201

Phone: 410-230-6319

Fax: 410-225-3282

Maryland Relay 7-1-1

Yvette.dickens@maryland.gov

TITLE IV Rehabilitation Act of 1973, Amended - Service Agency- Division of Rehabilitation Services (DORS)

Local Contact - Caroline, Dorchester, Queen Anne's & Talbot

8737 Brooks Drive

Easton, MD 21601

Fax: 410-819-6840

Easton.dors@maryland.gov

Local Contact - Kent

Regional Administrator

10461 Mill Run Circle, Suite LL1

Owings Mills, Maryland 21117

Phone: 410-998-2040

Fax: 410-998-2063

region5.dors@maryland.gov

Statewide Contact

Equity Assurance and Compliance Office -

Office of the Deputy State Superintendent for Finance and Administration

Maryland State Department of Education

200 W. Baltimore Street - 6th Floor

Baltimore, Maryland 21201-2595

410-767-0433 - voice

410-767-0431 - fax

<https://dors.maryland.gov/consumers/Pages/about.aspx>.

Title II - ABE, ASE, ESOL, Perkins Service Agency- Chesapeake College Local Contact

Director of Human Resources

1000 College Circle, Wye Mills, MD 21679

Dorchester Administration Building

Phone: 410-827-5811

mmagness@chesapeake.edu

Social Security Act Part A TITLE IV-- TANF

Service Agency- County-based Department of Human Services

Caroline County - Local Contact

Director

207 South Third Street

Denton, Maryland 21629

Phone: 410-819-4500

Fax: 410-819-4501

<https://dhs.maryland.gov/local-offices/caroline-county/>

Dorchester County- Local Contact

Director

627 Race Street

Cambridge, Maryland 21613

Phone: 410-901-4100

Fax Numbers: 410-901-1121

<https://dhs.maryland.gov/local-offices/dorchester-county/>

Kent County- Local Contact

Director

350 High Street

P.O. Box 670

Chestertown, MD 21620

Phone: 410-810-7600

Fax: 410-778-1497

<https://dhs.maryland.gov/local-offices/kent-county/>

Queen Anne's County- Local Contact

Director

Department of Human Services

Queen Anne's County Department of Social Services

125 Comet Drive
Centreville, MD 21617
Phone: 410-758-8000
Fax: 410-758-8110
<https://dhs.maryland.gov/local-offices/queen-annes-county/>

Talbot County- Local Contact

Director
301 Bay Street
Easton, Maryland 21601
Phone: 410-770-4848
Fax: 410-820-7117
<https://dhs.maryland.gov/local-offices/talbot-county/>

Statewide Coordinator

VACANT ADA Coordinator/EEO Compliance Officer
Department of Human Services
Office of Employment and Program Equity
311 West Saratoga Street, Suite 199
Baltimore, Md. 21201
Phone: 410 767- 7861
<https://dhs.maryland.gov/office-of-employment-and-program-equity/>

TITLE V of the Older Americans Act --SCSEP

MAC, Inc. Local Contact - MAC, Inc. - Dorchester County Office

Executive Director
MAC, Inc., Area Agency on Aging
909 Progress Circle, Suite 100
Salisbury, MD 21804
410-742-0505
<https://macinc.org/contact-us/>

Local Contact - Caroline, Kent, Queen Anne's & Talbot Counties

Labor Exchange Administrator
Department of Labor
Upper Shore One-Stop Career Centers
301 Bay ST Suite 301
Easton, MD 21601
410-822-3030
dlwdaleastonjsoffice-LABOR@marylnad.gov

Statewide MD-Labor Coordinator

Yvette Dickens, EEO Director & ADA/504 Officer

Office of Fair Practices (OFP)
1100 North Eutaw Street, Room 613
Baltimore, Maryland 21201
Phone: 410-230-6319
Fax: 410-225-3282
Maryland Relay 7-1-1
Yvette.dickens@maryland.gov

Community Services Block Grant Act
Maryland Rural Development Corporation - Caroline & Kent Counties
Administrative Offices
Executive Director
101 Cedar Lane
Greensboro, MD 21639
410-482-2585 Ext. 233
info@mrdc.net

Delmarva Community Services -- Dorchester County
Executive Director
Administrative Offices
2450 Cambridge Beltway
Cambridge, MD 21613
410-221-1900
<http://www.dcsdct.org/>

SHORE UP! Inc. - Queen Anne's County
Administrative Offices
Executive Director
520 Snow Hill Road
Salisbury, MD 21804
410-749-1142
agency@shoreup.org

Neighborhood Services Center - Talbot County
Executive Director
Administrative Offices
126 Port Street
Easton, MD 21601
(410) 822- 5015
www.nsctalbotmd.org

Statewide Coordinator
Department of Housing and Community Development
Office of Fair Practices
Office Director
7800 Harkins Road
Lanham, MD 20706
301-429-7400
www.dhcd.maryland.gov

- C. An acknowledgment that the Local Board understands that, while Section 188 of WIOA and 29 CFR Part 38 ensure equal opportunity for individuals with disabilities, sub-recipients may also be subject to the requirements of:
- Section 504 of the Rehabilitation Act, which prohibits discrimination against individuals with disabilities by recipients of Federal financial assistance. The USWIB will ensure that its sub-recipient agreements include Section 504 of the Rehabilitation Act compliance. The USWIB will monitor its sub-recipient agreements for Section 504 of the Rehabilitation Act compliance.
 - Title I of the ADA, which prohibits discrimination in employment based on disability. The USWIB will ensure that its sub-recipient agreements include Title I of the ADA compliance. The USWIB will monitor its sub-recipient agreements for Title I of the ADA compliance.
 - Title II of the ADA, which prohibits State and local governments from discriminating based on disability. The USWIB will ensure that its sub-recipient agreements include Title II of the ADA compliance. The USWIB will monitor its sub-recipient agreements for Title II of the ADA compliance.
 - Section 427 of the General Education Provisions Act. The USWIB will ensure that its sub-recipient agreements include Section 427 of the General Education Provisions Act compliance. The USWIB will monitor its sub-recipient agreements for Section 427 of the General Education Provisions Act compliance.
 - Maryland Anti-Discrimination laws, including 5 Md. STATE GOVERNMENT Code Ann. §10-1101, which stipulates that oral language services must be delivered on-site for those in frequent contact with a service provider. The USWIB will ensure that its sub-recipient agreements include Maryland Anti-Discrimination laws, including 5 Md. STATE GOVERNMENT Code Ann. §10-1101, which stipulates that oral language services must be delivered on-site for those in frequent contact with a service provider compliance. The USWIB will monitor its sub-recipient agreements for Maryland Anti-Discrimination laws, including 5 Md. STATE GOVERNMENT Code Ann. §10-1101, which stipulates that oral language services must be delivered on-site for those in frequent contact with a service provider compliance.

The USWIB acknowledges that it is subject to Section 188 of WIOA and 29 CFR Part 38 and may also be subject to the rules and regulations bulleted above.

- D. A description of how the Local Board will ensure meaningful access to all customers.

The USWIB in its oversight of the WIOA Title I operations, will ensure staff are providing meaningful access to resources and services as described by the Equal Employment Opportunity Commission. All WIOA core Partners will be encouraged to provide meaningful access to those with Limited English Proficiency, which is described as "Language assistance that results in accurate and effective communication at no cost to the LEP individual". For LEP individuals: meaningful access denotes access that is not significantly restricted, or inferior compared to programs or services provided to English proficient individuals. The USWIB will use its designated Equal Opportunity Officer and its One Stop Operator to understand, implement, investigate, and remedy any equal access issues that arise.

The USWIB is required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) The number or proportion of LEP persons served or encountered in the eligible service population; (2) the frequency with which LEP individuals come in contact with the program; (3) the nature and importance of the program, activity, or service provided by the USWIB; and (4) the resources available to the USWIB and costs.

After applying the above four-factor analysis, the USWIB may conclude that different language assistance measures are sufficient for the different types of programs or activities in which it engages. For instance, some of the USWIB's activities will be more important than others and/or have greater impact on or contact with LEP persons, and thus may require more in the way of language assistance. The flexibility that the USWIB has in addressing the needs of the LEP populations they serve does not diminish, and should not be used to minimize, the obligation that those needs be addressed. The USWIB, as a United States Department of Labor sub-recipient should apply the four factors to the various kinds of contacts that they have with the public to assess language needs and decide what reasonable steps should be taken to ensure meaningful access for LEP persons.

- E. A description of the Local Board's procedures for handling grievances and complaints from participants and other interested parties affected by the local AJC system, including partners and service providers. Federal regulation on grievances and complaints can be found at: 29 CFR 38.69-97. Provide a separate description for the:

The United States Department of Labor's Civil Rights Center (CRC) concludes that a conflict of interest exists when an official responsible for executing and advising on personnel actions is also responsible for managing, advising, or overseeing the EO complaint process. This is because (1) EO complaints often challenge the motivation and impact of personnel actions and decisions; and (2) in order to maintain the integrity of the EO investigative and decision-making processes, the EO functions must be kept separate from the personnel function. Because the highest-level official in the organization usually makes the final personnel decisions, it would be an actual or apparent conflict of interest for that individual to also serve as the EO Officer. For WIOA programs and activities to function fairly and effectively, EO Officers must not be placed in a position where they have to make a choice -

conscious or unconscious - between their responsibility for EO compliance and their other interests, whether these interests are personal in nature or related to their other organizational duties.

- Complaints alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and for beneficiaries only, citizenship or participation in any W IOA Title I- financially assisted program or activity.
The USW IB EOO Designee will, based on the complaint, make directed and documented referrals of complainants to the partner, service provider, employer, or vendor responsible for the entity's EOO Compliance. Within this framework, the USW IB EOO Designee will take the role of facilitator, reporter, and informational resource coordinator with complaints that come under the compliance purview of the specific entity. In these situations, the USW IB EO O Designee will report the complaint, investigation, and solution/decision outcome to the State and Federal W IOA Grantors. The USW IB EOO Designee will monitor the adherence by partners, service providers, vendors, and employers to their compliance under the MOU/Contract between the USW IB and said organization. However, the USW IB EOO Designee will not impose or require the entity at question with any policy or procedure that exceeds the W IOA Board's Charter and W IOA Compliance. In cases where the USW IB EOO Designee sees violations or perceived violations, the EOO Designee will share their concerns with the Statewide W IOA Section 188 Compliance, Maryland Civil Rights Commission, and the Civil Rights Center for guidance, reporting and referral.
- Complaints and grievances not alleging illegal forms of discrimination. This includes grievances from individuals alleging labor standards violations.
The USW IB EOO Designee will, based on the complaint, make directed and documented referrals of complainants to the partner, service provider, employer, or vendor responsible for the entity's EOO Compliance. Within this framework, the USW IB EOO Designee will take the role of facilitator, reporter, and informational resource coordinator with complaints that come under the compliance purview of the specific entity. In these situations, the USW IB EO O Designee will report the complaint, investigation, and solution/decision outcome to the State and Federal WIOA Grantors. The USWIB EOO Designee will monitor the adherence by partners, service providers, vendors, and employers to their compliance under the MOU/Contract between the USWIB and said organization. However, the USWIB EOO Designee will not impose or require the entity at question with any policy or procedure that exceeds the WIOA Board's Charter and WIOA Compliance. In cases where the USWIB EOO Designee sees violations or perceived violations, the EOO Designee will share their concerns with the Statewide WIOA Section 188 Compliance, Maryland Civil Rights Commission, and the Civil Rights Center for guidance, reporting and referral.
- Remedies that may be imposed for a violation of any requirement under WIOA Title I, limited to, suspension or termination of payments under the title; prohibition of placement of a participant with an employer that has violated any requirement under WIOA Title I; reinstatement of an employee, payment of lost wages and benefits, and reestablishment of

other relevant terms, conditions, and privileges of employment (where applicable); and other equitable relief as appropriate.

U.S. EEO laws provide courts and some agencies with a broad array of legal remedies for EEO violations, including:

- **Injunction.** An injunction is a court order requiring the defendant to stop doing something (i.e., a prohibitive injunction) or to start doing something (i.e., a mandatory injunction). A classic example of a prohibitive injunction would be an order to stop using an applicant screening test that is deemed to violate EEO rights.
Reinstatement. A typical example of a mandatory injunction is an order requiring an employer to reinstate a discharged employee to the individual's former position.
- **Back pay.** Back pay is the basic form of damages calculation, awarding the employee the difference between what the employee actually received and what the employee would have received if not for the EEO violation. In a case under the Equal Pay Act, the back pay might be the wage differential between male and female employees. In a case for wrongful discharge under the Americans with Disabilities Act, the back pay might equal the value of the employee's total compensation package from the date of discharge through the date of the court judgment.
- **Front pay.** In situations in which reinstatement is not practical, a discharged employee may be awarded front pay, which is compensation for a reasonable time into the future reflecting the expected longevity of the employee's employment with the organization.
- **Compensatory damages.** Title VII was amended by the Civil Rights Act to allow for recovery of what it calls "compensatory damages." The significance of the Civil Rights Act is that it allows for the recovery of damages for emotional distress, job search costs and other forms of damages that did not fall into back pay or front pay. The law also allows for trial by jury in Title VII cases. Compensatory damages are capped at various levels depending on the number of persons the defendant employs.
- **Debarment.** Some U.S. laws provide for debarment, disqualification from eligibility for future federal contracts or cancellation of current federal contracts.
- **Punitive damages.** Also known as exemplary damages, punitive damages are assessed not to compensate the victim but to punish the wrongdoer and to set an example for others.
- **Agency oversight.** Ongoing reporting to and monitoring by the administrative agency.
- **Attorney fees.** Reasonable attorney fees, interest and court costs are available under certain circumstances.

The USWIB has designated the USWIB Executive Director as the grievance and complaint officer for compliance with Equal Opportunity (EO) for the USWIB itself. The USWIB role related to EO in the One Stop system is to designate an EO Officer to act in an Information and Referral role with the EO Officers designated for each American Job Center Partner. The USWIB will determine the role of the One Stop Operator in the implementation of Equal Opportunity and may include the EO Information and Referral functions in the RFP for the One Stop Operator. If the USWIB does not include the functions in the One Stop Operator RFP, the USWIB will designate an EO Officer for the American Job Center Information and Referral role. The USWIB's designated EO officer will comply with the investigation and monitoring requirements required

both by 29 CFR 38.31 and 29 CFR 38.72, which specifically requires a period of investigation to determine if the EO officer has jurisdiction. If the USWIB EO officer does not have jurisdiction then the complaint will be logged, the complainant will be provided with information on the jurisdiction for the complaint, and the Upper Shore EO Officer will notify the EO Officer with jurisdiction of the Upper Shore action.

- The Executive Director of the USWIB, the designated EO Officer, will investigate complaints alleging illegal discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or belief.
- The USWIB EEO Designee will, based on the complaint, make directed and documented referrals of complainants to the partner, service provider, employer, or vendor responsible for the entity's EEO Compliance. Within this framework, the USWIB EEO Designee will take the role of facilitator, reporter, and informational resource coordinator with complaints that come under the compliance purview of the specific entity. In these situations, the USWIB EEO Designee will report the complaint, investigation, and solution/decision outcome to the State and Federal WIOA Grantors. The USWIB EEO Designee will monitor the adherence by partners, service providers, vendors, and employers to their compliance under the MOU/Contract between the USWIB and said organization. However, the USWIB EEO Designee will not impose or require the entity at question with any policy or procedure that exceeds the WIOA Board's Charter and WIOA Compliance. In cases where the USWIB EEO Designee sees violations or perceived violations, the EEO Designee will share their concerns with the Statewide WIOA Section 188 Compliance EEO Designee Yvette Dickens, Maryland Civil Rights Commission, and the Civil Rights Center for guidance, reporting and referral.
- The EO Officer of the agency or entity that is the employer of record for the alleged discriminator will investigate the written complaint.
- The Executive Director of the USWIB will facilitate complaints and grievances not alleging illegal forms of discrimination including labor standards violations. The EO Officer of the agency or entity that is the employer of record for the alleged discriminator will investigate the written complaint. The United States Equal Opportunity Commission provides the following information about remedies for discrimination. These remedies will be considered as appropriate remedies in Upper Shore area.
- Whenever discrimination is found, the goal of the law is to restore the victim of discrimination to the same position (or nearly the same) that he or she would have been if the discrimination had never occurred.
- The types of relief will depend upon the discriminatory action and the effect it had on the victim. For example, if someone is not selected for a job or a promotion because of discrimination, the remedy may include placement in the job and/or back pay and benefits the person would have received.
- The employer also will be required to discontinue any further identified discriminatory practices and document the necessary steps that will prevent discrimination in the future.
- A victim of discrimination may also be eligible to recover attorney's fees, expert witness fees, and court costs.

The USWIB in its role as convener of the American Job Center system will facilitate EO concerns for AJC Partners based on the chart below. The USWIB Executive Director will be responsible for assisting a complainant with identifying the EO Officer for an AJC Partner.

The USWIB's designated EO officer will comply with the investigation and monitoring requirements required both by 29 CFR 38.31 and 29 CFR 38.72, which specifically requires a period of investigation to determine if the EO officer has jurisdiction. If, after a period of investigation, the USWIB EO officer does not have jurisdiction, the EO officer will:

- Log the complaint in the Upper Shore Complaint Log
- Provide the complainant with information on the jurisdiction for the complaint
- Notify the EO Officer with jurisdiction of the Upper Shore action

Partner	Expertise	EO Responsibility
USWIB	LWDB, Local Plan, MOU/RSA, OSO, Title I	Executive Director USWIB/Designated EO Officer
Title I	Adult Services, Youth Services	Adult/Youth: Executive Director USWIB/Designated EO Officer HR: Chesapeake College Human Resources Director
Title II	ABE, ASE ESOL	Chesapeake College Human Resources Director
Title III	Wagner- Peyser	Director and ADA/504 Officer
Title IV	Rehabilitation Act of 1973 Amended	Maryland State Department of Education Agency Equity Officer
TANF	Social Security Act Part A Title IV	Director Office of Employment and Program Equity
Trade Act	Trade Adjustment Assistance Reauthorization Act of 2015	Director and ADA/504 Officer
Jobs for Veterans State Grant	Jobs for Veterans Act of 2002	Director and ADA/504 Officer
Migrant and Seasonal Farmworkers	Workforce Innovation and Opportunity Act	Director and ADA/504 Officer
Unemployment Insurance	Unemployment insurance provides workers, whose jobs have been terminated through no fault of their own, monetary payments for a given period of time or until they find a new job.	Director and ADA/504 Officer
Senior Community Services Employment Program	Title V of the Older Americans Act	Director and ADA/504 Officer Director MAC, Inc.
Community Services Block Grant	Community Services Block Grant Act	Director Office of Fair Practices

Perkins Act	Carl D. Perkins Vocational and Technical Act	Chesapeake College Director of Human Resources
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- F. A description of how an individual can request an accommodation.
A Customer may request an accommodation by contacting:
Daniel Schneckenburger, Executive Director EDC -01 Chesapeake College, Wye Mills PO Box 8, Wye Mills, MD 21679; email: dschneckenburger@chesapeake.edu
410-822-1716 x 2271
- G. A description of the Local Board's policy and procedures about aid, benefits, services, training, and employment; include a statement of assurance that you will provide reasonable accommodation to qualified individuals with disabilities unless providing the accommodation would cause undue hardship.

The United States Equal Employment Opportunity Commission, United States Department of Justice Civil Rights Division, Americans with Disabilities Act Questions and Answers defines reasonable accommodation as any modification or adjustment to a job or work environment that will enable a qualified applicant or employee with a disability to participate in the application process or to perform essential job functions. Reasonable accommodation also includes adjustments to ensure that a qualified individual with a disability has rights and privileges in employment equal to those of employees without disabilities. The USWIB through the Upper Shore Workforce Investment Board Administrative Agreement uses the Chesapeake College hiring, employment and policies related to Equal Opportunity.

If a USWIB member or a member of the public requests an accommodation relative to a USWIB specific activity, for example, a USWIB meeting, the Executive Director will be responsible for determining reasonable accommodation.

Reasonable Accommodation in the American Job Centers will be addressed by the American Job Center Partners in the Memoranda of Understanding through the designation of a fiscal agent for the American Job Center location.

The USWIB will include grant assurances with all WIOA contracts for consultants, vendors and sub- recipients that include reasonable accommodation as an assurance.

The USWIB will review all vendors included on the Eligible Training Provider List and used by Upper Shore funded training customers to verify that training vendors have a reasonable accommodation policy.

Description of compliance with ADA

The United States Equal Employment Opportunity Commission, United States Department of Justice Civil Rights Division, Americans with Disabilities Act, Questions and Answers articulate that the Americans with Disabilities Act prohibits discrimination in all

employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

The USWIB through the Upper Shore Workforce Investment Board Administrative Agreement with Chesapeake College places employment practices under the policies of Chesapeake College.

Description of policy to ensure communication for visual and hearing impairments: Visual and hearing impairments are a sub-group of disabilities; reasonable accommodation will be implemented with the goal of communicating effectively.

- H. A description of how the Local Board will comply with the Americans with Disabilities Act. The description should include how the Local Board will provide reasonable accommodations regarding materials, technology, and physical and programmatic accessibility of facilities. The description should also include how the Local Board will provide staff training and support for addressing the needs of individuals with disabilities. *The Americans with Disabilities Act Checklist for Existing Facilities can be found here:* <http://www.labor.maryland.gov/employment/ndp/nbp9-AADAChecklist.pdf>.

Section 794. Nondiscrimination under Federal grants and programs; promulgation of rules and regulations

a) Promulgation of rules and regulations

No otherwise qualified individual with a disability in the United States, as defined in section 705 (20) of the Rehabilitation Act of 1973, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. The head of each such agency shall promulgate such regulations as may be necessary to carry out the amendments to this section made by the Rehabilitation, Comprehensive Services, and Development Disabilities Act of 1978. Copies of any proposed regulations shall be submitted to appropriate.

b) "Program or activity" defined.

For the purposes of this section, the term "program or activity" means all the operations of --

(I)(A) a department, agency, special purpose district, or other instrumentality of a State or of a local government; or

(B) the entity of such State or local government that distributes such assistance and each such department or agency (and each other State or local government entity) to which the assistance is extended, in the case of assistance to a State or local government.

(2)(A) a college, university, or other postsecondary institution, or a public system of higher education; or

(B) a local educational agency (as defined in section 8801 of Title 20), system of vocational education, or other school system.

(3)(A) an entire corporation, partnership, or other private organization, or an entire sole proprietorship --

(i) if assistance is extended to such corporation, partnership, private organization, or sole proprietorship as a whole; or

(ii) which is principally engaged in the business of providing education, health care, housing, social services, or parks and recreation; or

(B) the entire plant or other comparable, geographically separate facility to which Federal financial assistance is extended, in the case of any other corporation, partnership, private organization, or sole proprietorship; or

(1) any other entity which is established by two or more of the entities described in paragraph (1), (2) or (3); any part of which is extended Federal financial assistance.

c) Significant structural alterations by small providers

Small providers are not required by subsection (a) to make significant structural alterations to their existing facilities for the purpose of assuring program accessibility, if alternative means of providing the services is available. The terms used in this subsection shall be construed with reference to the regulations existing on March 22, 1988.

d) Standards used in determining violation of section.

The standards used to determine whether this section has been violated in a complaint alleging employment discrimination under this section shall be the standards applied under title I of the Americans with Disabilities Act of 1990 (42 U.S.C. 12111 et seq.) and the provisions of sections 501 through 504, and 510, of the Americans with Disabilities Act of 1990 (42 U.S.C. 12 201-12204 and 12210), as such sections related to employment.

Section 794a. Remedies and attorney fees

(a) (I) The remedies, procedures, and rights set forth in section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16), including the application of sections 706(f) through 706 (k) (42 U.S.C. 2000e-5(f) through k)] shall be available, with respect to any complaint under section 791 of this title, to any employee or applicant for employment aggrieved by the final disposition of such complaint, or by the failure to take final action on such complaint. In fashioning an equitable or affirmative action remedy under such section, a court may consider the reasonableness of the cost of any necessary workplace accommodation, and the availability of alternative therefor or other appropriate relief to achieve an equitable and appropriate remedy.

(2) The remedies, procedures, and rights set forth in title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq) shall be available to any person aggrieved by any act or failure to act by any recipient of Federal assistance or Federal provider of such assistance under section 794 of this title.

(b) In any action or proceeding to enforce or charge a violation of a provision of this subchapter, the court, in its discretion, may allow the prevailing party, other than the United States, a reasonable attorney's fee as part of the costs.

The USWI B will work with the Upper Shore One Stop Operator to identify staff training needs and implement staff training as professional development for the Upper Shore American Job Center network.

(I) A description of the Local Board's policy and procedures in place to ensure that communications with individuals with disabilities, including individuals with visual or hearing impairments, are as effective as communications with others.

AUXILIARY AIDS AND SERVICES FOR PERSONS WITH DISABILITIES

The USWIB will take appropriate steps to ensure that persons with disabilities, including persons who are deaf, hard of hearing, or blind, or who have other sensory or manual impairments, have an equal opportunity to participate in our services, activities, programs, and other benefits. The procedures outlined below are intended to ensure effective communication with patients/ clients involving their medical conditions, treatment, services, and benefits. The procedures also apply to, among other types of communication, communication of information contained in important documents, including waivers of rights, consent to treatment forms, financial and insurance benefits forms, etc. All necessary auxiliary aids and services shall be provided without cost to the person being served.

All staff will be provided written notice of this policy and procedure, and staff that may have direct contact with individuals with disabilities will be trained in effective communication techniques, including the effective use of interpreters.

PROCEDURES:

1. Identification and assessment of need:

The USWIB provides notice of the availability of and procedure for requesting auxiliary aids and services through notices on our letterhead and email signature. When an individual self-identifies as a person with a disability that affects the ability to communicate or to access or manipulate written materials or requests an auxiliary aid or service, staff will consult with the individual to determine what aids or services are necessary to provide effective communication in particular situations.

2. Provision of Auxiliary Aids and Services:

The USWIB shall provide the following services or aids to achieve effective communication with persons with disabilities:

A. For Persons Who Are Deaf or Hard of Hearing

(i) For persons who are deaf/hard of hearing and who use sign language as their primary means of communication, the Equal Opportunity Officer, 410-822-1716 is responsible for providing effective interpretation or arranging for a qualified interpreter.

If an interpreter is needed, the Equal Opportunity Officer, 410-822-1716 is responsible for: Maintaining a list of qualified interpreters on staff showing their names, phone numbers, qualifications, and hours of availability or

Contacting the appropriate interpreter on staff to interpret, if one is available and qualified to interpret; or

Obtaining an outside interpreter if a qualified interpreter on staff is not available. TCS

Interpreting has agreed to provide interpreter services.

(ii) Communicating by Telephone with Persons Who Are Deaf or Hard of Hearing

The USWIB utilizes relay services for external telephone with TTY users. We accept and make calls through a relay service. The state relay service number is 7-1-1.

(iii) For the following auxiliary aids and services, staff will contact Equal Opportunity Officer who is responsible to provide the aids and services in a timely manner:

Note-takers; computer-aided transcription services; telephone handset amplifiers; written copies of oral announcements; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning; telecommunications devices for deaf persons (TDDs); videotext displays; or other effective methods that help make aurally delivered materials available to individuals who are deaf or hard of hearing.

Some persons who are deaf or hard of hearing may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the person will not be used as interpreters unless specifically requested by that individual and *after* an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided.

NOTE: Children and other residents will not be used to interpret, to ensure confidentiality of information and accurate communication.

B. For Persons Who are Blind or Who Have Low Vision

(i) Staff will communicate information contained in written materials concerning treatment, benefits, services, waivers of rights, and consent to treatment forms by reading aloud and explaining these forms to persons who are blind or low vision.

(ii) For the following auxiliary aids and services, staff will contact Equal Opportunity Officer 410-822-1716 who is responsible to provide the aids and services.

Qualified readers; reformatting into large print; taping or recording of print materials not available in alternate format; or other effective methods that help make visually delivered materials available to individuals who are blind or who have low vision. In addition, staff are available to assist persons who are blind or who have low vision in filling out forms and in otherwise providing information in a written format.

C. For Persons With Speech Impairments

To ensure effective communication with persons with speech impairments, staff will contact Equal Opportunity Officer 410-822-1716 who is responsible to provide the aids and services in a timely manner:

D. For Persons With Manual Impairments

Staff will assist those who have difficulty in manipulating print materials by holding the materials and turning pages as needed, or by providing one or more of the following:

Note-takers; computer-aided transcription services; speakerphones; or other effective methods that help to ensure effective communication by individuals with manual impairments. For these and other auxiliary aids and services, staff will contact Equal Opportunity Officer 410-822-1716 who is responsible to provide the aids and services in a timely manner.

A description of the steps the Local Board will take to meet the language needs of individuals with Limited English Proficiency who seek services or information. The description should include how the Local Board proposes that information will be disseminated to individuals with Limited English Proficiency, including using oral interpretation and written translation services in accordance with Maryland Anti-Discrimination laws, including 5 Md. STATE GOVERNMENT Code Ann. §10-1101, which stipulates that oral language services must be delivered on-site for those in frequent contact with a service provider.

The United States Department of Labor (USDOL) has resources available for grant recipients through its Limited English Proficient (LEP) Toolkit. The USWIB will encourage all One Stop Partners to take advantage of the USDOL LEP Toolkit to address language needs in the American Job Centers. The USWIB recognizes that federal agencies may have similar toolkits and resources available for grant recipients other than USDOL recipients. The USWIB will include LEP language in the Memoranda of Understanding negotiations and ensure that LEP is addressed in the agreement.

The United States Census Bureau provides data on "Language Spoken at Home". The data in the table below is from the 2019 American Community Survey.

Language	Caroline County	Dorchester County	Kent County	Queen Anne's County	Talbot County
English Only	24302	23782	15306	36554	28024
Spanish	560	571	208	426	458
Other Language	243	259	297	885	625
Percentage English	96%	97%	97%	97%	96%
Percentage Spanish	2%	2%	1%	1%	2%

The USWIB will review American Fact Finder data on an as needed basis to determine the LEP impact on the delivery of services and provide information to the American Job Center Partners to assist in integrating LEP customers.

"...a requirement of translation of vital documents ordinarily provided to the public into any language spoken by any limited English proficient population that constitutes 3% of the overall

population with the geographic area serviced by a local office a state program as measured by the United States Census (MD State Government Ann 10-1033(b)(2i))"

"... the purpose of the LEP Plan is not to create new services but to eliminate or reduce limited English proficiency as a barrier or impediment to accessing ... core services."

Languages identified in a particular area that constitute 3% or more spoken by the local population must have vital documents available in the translated language. Maryland Department of Labor, OFP describes "vital documents in the Agency's LEP Plan as the following:

"Vital documents" are documents that convey information that critically affects the ability of the program recipient to make decisions about his or her participation in the program. Vital documents include/ but are not limited to applications/ public notices/ consent form\$ letters containing important information regarding participation in a program/ eligibility rules notices pertaining to the reduction denial or termination of benefits/ right to appeal notices advising the availability of language assistance and outreach and community education materials. "

"Regulations also provide the following:

(g) With regard to vital information: (1) ... must translate vital information in written materials into these languages and make the translations readily available in hard copy upon request, or

Electronically such as on a website and ...for those languages not significantly represented the program must take reasonable steps to meet the particularized language needs of LEP individuals" Thus, efforts to translate USWIB program "vital documents" in Spanish are underway to ensure that Limited English Proficient (LEP) and language applicants and learners receive the resources they will need to apply, engage and participate in training programs.

The USWIB has developed an ambitious professional development plan that will include training frontline AJC staff for compliance regarding the inclusion of oral interpretation and written translation services in accordance with Maryland Anti-Discrimination laws, including Code Ann.§10-1102-1103, which stipulates that oral language services must be delivered on-site for those in frequent contact with a service provider. The USWIB has contracted with the following vendors to ensure these services will be available as needed:

TSI Interpreting, Inc.: www.tcsinterpreting.com

Language LineS olutions, Inc.: www.language-line.com

Schreiber Translations, Inc.: www.schreibernet.com

Maryland Department of Budget and Management's (DBM) Statewide Foreign Language Interpretation/Translation Services (FLITS) resources represent that these service providers are

approved vendors procured through the state of Maryland, and offer on-site oral and written services, as well as video chat formats available for remote or rural location.

Section 17- Fiscal, Performance and Other Functions

Some data in this section reflects the impact of Covid-19, Governor Hogan's Emergency Orders, the Coronavirus Aid, Relief, and Economic Security Act, and the Coronavirus and Relief Supplemental Appropriations Act of 2021. As this plan is written, Covid-19 is still impacting many aspects of life. The economic, social, labor market, and service delivery impact of Covid - 19 in the out years of this plan is unknown.

This Section should include-

- A. An identification of the entity responsible for the disbursement of grant funds described in section 107(d)(12)(B)(i)(III), as determined by the chief elected official or the Governor under section 107(d)(12)(B)(i).

The USWIB has two documents related to the disbursement of grant funds.

- The County/USWIB Agreement specifies that the USWIB will use Chesapeake College as its Fiscal Agent.
- The USWIB/College Agreement specifies that the USWIB will use Chesapeake College policies related to the fiscal management of WIOA funds.
- The USWIB and Chesapeake College are audited each year by a procured independent audit firm.

The Chesapeake College fiscal system is validated by the audit and the USWIB compliance with the Chesapeake College fiscal policies is validated.

- B. A description of financial sustainability of the AJC services with current funding levels, and a description of the ability to make adjustments should funding levels change.

The USWIB believes that projected funding levels are sufficient to fulfill its responsibility to create a local plan, procure a One Stop Operator and insure that Title I services take place in comprehensive and satellite American Job Centers.

If funding levels decrease and service delivery is impacted the USWIB will institute best practices from the virtual service delivery that was instituted during the Covid19 pandemic and former Governor Hogan's Emergency Order.

WIOA Section 107 Local Workforce Development Boards (d)(7)(B) encourages the USWIB to evaluate the use of technology to bring services to remote areas. Prior to the Covid 19 pandemic and Governor Hogan's Emergency Order, the USWIB was able to accomplish service

delivery in a face-to-face manner. The USWIB will rely on a technology driven service delivery to sustain services when financial resources decrease.

If Title I funds increase significantly, the USWIB will be judicious in its budgeting to favor expanding services for Customers rather than increasing infrastructure expenditures.

- C. A description of the competitive process to be used to award the sub grants and contracts in the Local Area for activities carried out under this title, including risk assessment of potential sub grantees and contractors.

The USWIB, through the USWIB/Chesapeake College Agreement, uses the College's procurement policies.

The College purchasing dollar thresholds are:

Under \$ 5, 000

One quote verbal or written.

Over \$ 5,000 - Under \$ 25,000

Three written quotes

Over \$ 25,000

Competitive sealed bids/proposals

Purchasing Procedures Chesapeake College General policy

Chesapeake College purchases will be conducted via cost center-initiated requisitions to the Purchasing Department. The Purchasing Department is charged with conducting the purchasing function to obtain the greatest benefit for the college and in accordance with ethical practices as prescribed by the purchasing profession and consistent with governmental procurement policies as they apply to community colleges in the State of Maryland.

- D. A description of the actions the Local Board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State board pursuant to Section 101(d)(6); this should include a description of the process used by the Local Board to review and evaluate performance of the local AC(s) and the One-Stop Operator.

Governor's Workforce Development Board Policy Issuance 2017-01

Upper Shore Workforce Investment Board

Membership	Covered in Multi County Agreement available at www.uswib.org "USWIB Documents" tab
Appointment of Members	Covered in Multi County Agreement available at www.uswib.org "USWIB Documents" tab

Local Board Chairperson	Covered in Multi County Agreement available at www.uswib.org "USWIB Documents" tab
Standing Committees	Covered in USWIB By Laws available at www.uswib.org "USWIB Documents" tab
Reporting	Information is available at www.uswib.org
Strengthen the Local System	The USWIB funds Professional Development opportunities for American Job Center Partners and contracts with Chesapeake College to provide Continuing Education Units
Local Plans	Plans are available at www.uswib.org "USWIB Documents" tab
Convening and Employer Engagement	Program Advisory Groups; Local Advisory Council; consortiums with industry clusters
Career Pathways Development and Coordination with Education Providers	USWIB is working to convene as the Local Advisory Council for Perkins Secondary Post-Secondary
Proven and Promising Practices	USWIB Members attend the National Association of Workforce Boards Forum each year to learn about best practices and trends in workforce development
Technology	USWIB Members attend the National Association of Workforce Boards Forum each year to learn about best practices and trends in workforce development
Program Oversight	USWIB Members receive information on numbers served, funding spent and performance at every meeting. Performance information is available at uswib.org .

The USWIB is a member of the National Association of Workforce Boards (NAWB). A NAWB membership provides the USWIB with access to a national network of best practices, board development resources and technical assistance. The USWIB will maintain its NAWB membership and take advantage of resources related to high performing boards.

The USWIB, through its NAWB membership, will take advantage of resources and technical assistance related to the review and evaluation of American Job Centers, as well as the resources and technical assistance related to the review and evaluation of the One Stop Operator.

The USWIB will determine if sufficient local funds are available for technical assistance. If local resources are not sufficient to fund the technical assistance needs of the USWIB, the American Job Centers or the One Stop Operator, a technical assistance-funding request will be created and sent to the Governor's Workforce Development Board.

One Stop Operator oversight is accomplished by the requirement of a monthly written report that must be provided to the USWIB members before the One Stop Operator invoice is processed for payment. In addition, the One Stop Operator is required by contract to report in person at each USWIB meeting. A representative of the USWIB and/or the Executive Director attends each meeting/event implemented by the One Stop Operator.

The One Stop Operator assists the USWIB in evaluating the American Job Centers by reporting on the status of service delivery in comparison to the American Job Center Memorandum of Understanding. Any shortcomings or nonperformance related to the Memorandum of Understanding is reported to the USWIB for discussion and resolution.

- E. A description, including a copy of the Local Area's Individual Training Account policy. The description should include information such as selection process, dollar limits, duration, etc. and must be in accordance with the State's WIOA Title I Training and the Eligible Training Provider List policy found at: <http://www.labor.maryland.gov/employment/mpi/mpi9-17.pdf>

Customers seeking training funds will be subject to choosing training courses approved by the state's Eligible Training Provider List. In some instances, Eligible Training providers in another state may better serve participants. The Upper shore Scholarship Office will use an Individual Training Account process and will allow customers to attend training in another state if the training selected by the Customer in accordance with WIOA regulations 20 CFR 680.210 and 20 CFR 680.340 and is on that state's Eligible Training Provider List.

- Priority of Service policy set aside for target populations in WIOA Adult program
 - Training that provides a qualification for a job in demand in the local region.
 - Courses or curricula approved under the Eligible Training Provider List
 - \$ 4,500 Training Tuition Costs Cap
 - Duration of training relevant to Employment Development Plan
- F. A description of how training services under chapter 3 of subtitle B will be provided in accordance with Section 134(c)(3)(G), including, if contracts for the training services will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter and how the Local Board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided.

In the delivery of training for its Customers, the USWIB will ensure that customer choice is the basis for the training decision. The USWIB may find that customers will benefit from:

- Training Scholarship Vouchers for Occupational Skills Coursework: Individual Training Account
- On-the-Job Training: Contractual service with employer
- Customized Training: Contractual service with training vendor

- Incumbent Worker Training: Individual Training Account or contractual service with vendor
- Transitional Employment: Temporary employment contractor
- Training by Community Based Organizations or other organizations to serve individuals with barriers to employment: Contractual service with vendor.
- Experiential learning contracts for internships and externships: Temporary employment contractor

Training undertaken through any of the above strategies will reflect the local in• demand industries and sector, and/or a career pathway and will be subject to the Priority of Service policy for Adults.

- G. A description of how the AJCs are utilizing the Maryland Workforce Exchange as the integrated, technology-enabled intake and case management information system for programs carried out under WIOA and programs carried out by AJC partners.

The Maryland Workforce Exchange (MWE) is the labor exchange, case management and performance accountability backbone for the American Job Centers. The Upper Shore One Stop Operator contract will include the use of MWE as a deliverable, assigning responsibility for determining which partners are using MWE and for what purpose(s). The USWI B will advocate extending the full range of MWE capabilities to all One Stop MOU Partners, and other employment and training partners who have a written data sharing agreement with the USWIB. The USWIB believes that access to MWE by job seeker customers, by employer customers for labor exchange, and access to MWE by One Stop 106 Partners and other employment and training partners for case management and performance accountability is the true definition of a One Stop system.

The USWIB will encourage and support the integration of labor exchange, case management and performance accountability toward the common technology platform- the Maryland Workforce Exchange.

- H. A description of the Local Board's procedures for conducting oversight and monitoring of its WIOA activities and those of its sub grantee and contractors. *DWDAL's policy on monitoring can be found here: <http://www.labor.maryland.gov/employment/mpi/mpi7-19.pdf>.* The monitoring plan shall address the monitoring scope and frequency and shall include the following:

- The roles and responsibility of staff in facilitating this procedure.
- A requirement that all sub grantee agreements and contracts be monitored at least annually.
- Procedures for determining that expenditures have been made against the cost categories and within the cost limitations specified in the Act and WIOA regulations.

- Procedures for determining compliance with other provisions of the Act and regulations and other applicable laws and regulations, including the method of monitoring to be used for sub grantees and contractors.
- Monitoring risk factors and risk assessments. Risk factor assessments may include years of service, status of Good Standing with the State, A-133 audit results if applicable, appropriate policies and procedures in place, weakness in Internal Controls, any consistent/repeated findings, agreed upon performance measure attained, completion rate, timely fiscal operation reporting, or any major changes in program or operations.
- Provisions for the recording of findings made by the recipients' monitor(s), the forwarding of such findings to the sub grantee or contractor for response and the recording of all corrective actions.
- Provisions of technical assistance as necessary and appropriate; and
- Specific local policies developed by the Local Board for oversight of the AJC system, youth activities and employment and training activities under Title I of WIOA.

The USWIB will provide oversight of Title I WIOA implementation by reviewing program and fiscal monitoring letters from the Maryland Department of Labor, Licensing and Regulation. The USWIB will provide oversight of Title I WIOA implementation by reviewing and accepting the single audit performed each year by an independent audit firm. The USWIB will review and accept the federal performance outcomes each year when the final report becomes available.

The USWIB will review written documentation of the United States Department of Labor Title I audit, or monitoring should such activities take place in the Upper Shore area.

- The USWIB may delegate oversight and monitoring to Upper Shore Scholarship Office staff.
- All sub recipient agreements will be monitored annually.
- Fiscal monitoring will be based on the Uniform Grant Guidance, WIOA and the WIOA

Regulations, USWIB policies and the written agreement between the USWIB and the contractor, vendor, or sub recipient.

- Monitoring will include a letter detailing the results of the monitoring.
- Corrective actions will be required and implemented, if warranted.
- Technical assistance will be provided and/or procured by a USWIB designee, if warranted.
- Monitoring results may be subject to written appeal to the USWIB President, before becoming final.

- I. A description of the Local Board's policy and procedures regarding the safeguarding and handling of personally identifiable and confidential information (ex., physical and electronic files), including the incident response plan for loss of records. *DWDAL's policy on privacy and data security can be found here:*

<http://www.labor.maryland.gov/employment/mpi/mpi4-19.pdf>.

The USWIB and Chesapeake College have an agreement, entitled Upper Shore Workforce Investment Board Administrative Agreement that specifies the relationship between the USWIB and Chesapeake College. The USWIB, through this agreement, uses Chesapeake College policies, including the protection of Personally Identifiable Information (PII). The purpose of the Chesapeake College Identity Theft Protection Policy is quoted below:

"The protection of Confidential and Sensitive Information assets and the resources that support them are critical to the operation of Chesapeake College. As information assets are handled, they are placed at risk for potential threats of employee errors, malicious or criminal actions, theft, and fraud. Such events could cause Chesapeake College to incur a loss of confidentiality or privacy, financial damages, fines, and penalties. The purpose of this policy is to reduce the risk of a loss or breach of Confidential and Sensitive Information through guidelines designed to detect, prevent, and mitigate loss due to errors or malicious behavior. Chesapeake College recognizes that absolute security against all threats is an unrealistic expectation. Therefore, the goals of risk-reduction and implementation of this policy are based on:

- An assessment of the Confidential and Sensitive Information handled by Chesapeake College.
- The cost of preventative measures designed to detect and prevent errors or malicious behavior.
- The amount of risk that Chesapeake College is willing to absorb.

These policy guidelines were derived through a risk assessment of Chesapeake College methods of handling Confidential and Sensitive Information. Determination of appropriate security measures must be a part of all operations and shall undergo periodic evaluation."

Chesapeake College's Red Flag Policy includes the information below:

7 .8.5. Response to Notice From Customers, Victims of Identity Theft, Law Enforcement Authorities, or Other Persons Regarding Possible Identity Theft in Connection with Covered Accounts

When notified of a security incident from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts must immediately inform senior management and the Identity Theft Prevention Officer. Appropriate responses are as follows:

- Decline account access.
- Close fraudulent account.
- Document with a Suspicious Activity Report (SAR).
- Notify existing customer on record.
- Open new account. Do Not Attempt to Collect on the Fraudulent Account from the True Identity.
- Cooperate with law enforcement.
- Other

When all available actions have been exhausted, escalate the response to the next higher job classification.

Because of the unique nature of the USWIB and the Workforce Innovation and Opportunity Act services provided by the USWIB, the USWIB will notify the following people/entities if a breach is detected, or Personally Identifiable Information is lost.

- USWIB President
- Chesapeake College President
- The Maryland Department of Labor
- The United States Department of Labor
- The Governor's Workforce Development Board
- The USWIB Directors and Officers Insurance Carrier
- The person impacted by the breach or loss of data.

Training and Employment Guidance Letter (TEGL) 39-11 provides specific guidance related to the protection of Personally Identifiable Information (PII) for WIOA grants. The purpose of TEGL 39-11 is quoted below:

"To provide guidance to grantees on compliance with the requirements of handling and protecting PI/ in their grants."

The USWIB will review the compliance with the Chesapeake College PII policy and TEGL 39-11 on an annual basis.

- J. A description of the Local Board's procurement system, including a statement of assurance that the procedures conform to the standards in USDOL regulations set forth in 29 CFR Part 95, Part 97 and 2 CFR 200. Note that this should include details on how the Local Board would award emergency contracts when current contracts have been eliminated for just cause, in accordance with the Local Board's procurement system.

The USWIB, through the USWIB/Chesapeake College Agreement, uses the College's procurement policies.

The College purchasing dollar thresholds are:

Under \$ 5, 000

One quote verbal or written.

Over \$ 5,000 - Under \$ 25,000

Three written quotes

Over \$ 25,000

Competitive sealed bids/proposals

Purchasing Procedures

Chesapeake College

General policy

Chesapeake College purchases will be conducted via cost center-initiated requisitions to the Purchasing Department. The Purchasing Department is charged with conducting the purchasing function to obtain the greatest benefit for the college and in accordance with ethical practices as prescribed by the purchasing profession and consistent with governmental procurement policies as they apply to community colleges in the State of Maryland.

The USWIB will follow the Chesapeake College procurement procedure throughout the duration of this plan. If the Chesapeake College procurement procedure changes during the plan timeframe, the USWIB will follow the revised Chesapeake College procurement procedure.

Procedures for Emergency Procurement

For purposes of this policy, an emergency shall be defined as:

- A sudden and unexpected occurrence or condition that could not reasonably be foreseen and that poses an actual and immediate threat to continuance of normal operation of the USWIB;
- A situation where immediate action is necessary to avoid or mitigate serious damage to public health, safety, or welfare; or
- When failure to immediately act would result in significant harm to the USWIB.

If the USWIB President or designee, deems an emergency exists that necessitates the purchase of services, materials, equipment, or supplies that do not qualify as a "small procurement," a purchase can be made without following the normal purchasing procedure in order to obtain goods or services quickly to meet the emergency. Competition shall be sought to the extent practicable to provide a measure of assurance of a reasonable price, given the circumstances, and the purchase shall be limited to the procurement of only the types and quantities of items necessary.

Notice of the approval of a procurement contract awarded under this procedure shall be presented to the USWIB at the next scheduled USWIB meeting.

- K. A description of any documentation to demonstrate that the acquisition, management, and disposition of property adhere to the Property Management Procedures taken from USDOL regulations 29 CFR Part 97 and 29 CFR Part 95.

The USWIB, through the Upper Shore Workforce Investment Board Administrative Agreement, uses the Chesapeake College Fixed Asset Inventory Procedures. The purpose of maintaining a fixed asset inventory for Chesapeake College is to maintain up-to-date, accurate inventory of all equipment purchased by the College. Fixed assets include units of furniture, furnishings, equipment, instruments, machines, or other articles that meet the following criteria:

- a) The cost of the fixed asset is at least \$2,000.
- b) The useful life of the fixed asset is 3 years or longer.

The fixed asset inventory is available on the Chesapeake College Intranet and may be accessed at any time by key Title I funded staff.

Any disposition of property purchased under grants must be handled in accordance with applicable grant regulations. Prior to the disposal of the property, the Grants Office should be notified via the Property Transfer/Disposal Request form to determine that all necessary approvals have been obtained for the disposal of the property.

Property may only be disposed of with approval from the Grants office. The Grants Office should forward the approved request to the Senior Accountant to record the disposal in the Fixed Asset.

Proceeds from any sale of property will be credited to the appropriate grant revenue account.

- L. A description of any policies or procedures the Local Board adopted to avoid conflicts of interest or the appearance of such conflicts in the exercise of their responsibilities, particularly those related to the awarding of contracts.

The USWIB will evaluate a conflict of interest in accordance with WIOA Section 107 Local Workforce Development Boards (h) Conflict of Interest and the information below. The USWIB Conflict of Interest Policy is sent to each USWIB member prior to every USWIB meeting and included below. The agenda for every USWI B meeting includes the statement, "Board Members will adhere with provisions of the Upper Shore Workforce Investment Board Conflict of Interest Policy when conducting the business outlined in this agenda".

Conflict of Interest Policy: Upper Shore Workforce Investment Board

- No board member may participate in a matter under consideration by the board regarding the provision of services by the board member or the entity the board member represents. Local board members, who represent One Stop partners and who serve on committees that oversee the One Stop system or the allocation of resources that would potentially be allocated to their programs, refrain from discussing or voting on any matter that would impact the programs they represent. (State Ethics Commission #3 and #4)
- No board member may participate in any matter in which the board member, a qualifying relative or a business associated with the board member or qualifying relative, has a direct financial interest. Non-participation should include disclosure of the conflict and abstention from discussing and voting on the matter. (State Ethics Commission #1 and #2)
- A member's employer may not participate in any way in a future bid on procurement where the member helped to draft specifications. To avoid potential conflicts as circumstance change, members whose employers may wish to participate in a future procurement will refrain from involvement in specification development. (State Ethics Commission # 1 and #2)
- No board member may intentionally use the prestige of his or her public position for that board member's private gain or that of another. (State Ethics Commission# 6)
- Except in the discharge of an official duty, no board member may disclose or use confidential information acquired because of the board member's public position and

not available to the public for personal economic benefit or for the economic benefit of another. (State Ethics Commission# 11)

- Board members may not use their status in marketing their private businesses.
- Any board member, with a potential or actual conflict of interest, must disclose that fact, in writing to the board chair as soon as the potential conflict is discovered and, to the extent possible, before the agenda for a meeting, involving the matter at issue is prepared. If it should be determined during a meeting that a conflict of interest exists, the board member must verbally declare such conflict of interest, such declaration must be clearly noted in the minutes, and such board member must excuse him/herself from the remainder of the discussion and the voting.
- No board member may solicit or accept any gratuity, gift, or item of monetary value from suppliers, contractors, or subcontractors of the board. Gifts of nominal value, less than or equal to
- \$20 are permissible. (State Ethics Commission # 10) The board shall adopt appropriate penalties, sanctions, or other disciplinary actions, including termination, on a case-by-case basis, for board members who violate any portion of this policy.

DEFINITIONS:

"Direct Financial Interest" means ownership of an interest as the result of which the owner has received within the past 3 years, is currently receiving, or in the future is entitled to receive, more than \$1,000 per year; or ownership of more than 3% of a business entity; or ownership of securities of any kind that represent, or are convertible into, ownership of more than 3% of a business entity.

"Procurement contract" has the meaning provided in section 11-101 of the State Finance and Procurement Article.

"Qualifying relative" means a spouse, parent, child, brothers, sister, or other member of the household.

M. A description of the Local Board or fiscal agent's accounting procedures, including the procedures used in preparing reports to the State. In addition to the requirement that all financial transactions be conducted in compliance with Generally Accepted Accounting Principles (GAAP), the fiscal management system must include the following in the accounting procedures. This description must address how the fiscal system:

- Tracks funding types, funding amounts, obligations, expenditures, and assets.
- Permits the tracking of program income, stand-in costs, and leveraged funds; and
- Is adequate to prepare financial reports required by the State.

The USWIB, through the Upper Shore Workforce Investment Board Administrative Agreement, utilizes the accounting procedures, accounts payable procedures, and accounts receivable

procedure and reconciliation procedure of Chesapeake College. The Chesapeake College accounting procedures are based on Generally Accepted Accounting Procedures (GAAP) and are audited and monitored by an independent audit firm and grant and contract fiscal monitors. The Chesapeake College accounting system can track budgets, obligations, expenditures, stand in costs, leveraged funds, and provide financial reports to local, state, and federal funding entities.

N. An identification of key staff who will be working with WIOA funds.

The USWIB creates reviews and approves the WIOA Title I budget each year. Key staff working with WIOA Title I funds include the USWIB Executive Director, the USWIB Assistant Director, the Chesapeake College Director of Financial Services, the Chesapeake College Director of Budget and procurement, the Chesapeake College Accounting Manager, the Chesapeake College Staff Accountant, and the Chesapeake College Grants Accounting

Specialist.

O. A description of how the Local Board's (or fiscal agent's) financial system will permit tracing of funds to a level adequate to establish that funds have not been used in violation of WIOA standards or USDOL regulations.

The USWIB, through the Upper Shore Workforce Investment Board Administrative Agreement, uses the Chesapeake College fiscal system to manage and expend WIOA Title I fund. The Chesapeake College fiscal system is accessible through the College intra net.

1. The USWIB creates reviews and approves the Title I budget.
2. The Title I budget is added to the Chesapeake College fiscal system
3. Each funding stream has a unique Fund Identifier, Example: In School Youth is 484.
4. Each Fund has applicable Function Identifiers, Example: 1800 is WIOA Program-General.
5. Each Fund has a Cost Center, Example: 50 is Executive Director WIOA Current Year.
6. Each Fund has Object Codes, Example: 6403 is Needs Based Payments.
7. An In School Youth who received a Needs Based Payment would manifest as an expenditure charged to 484-1800-50-6403

Requisitions are created using the intra net-based fiscal system. An invoice or other source document that is the basis for an expenditure is used to create a requisition. Requisitions have multiple levels of approvals, and no funds are spent without all approvals in place. Requisitions are the basis for the creation of a Purchase Order. Purchase Orders allow goods and services to be received and are acknowledged on line through the intra net-based fiscal system. When a Purchase Order is received in the fiscal system, the invoice or source document that is the basis for the expenditure is certified by the receiver with Purchase Order number, date received, Cost Center and receiver's initials. The certified invoice or source document is forwarded to the Chesapeake College Grants/Purchasing Department for final approvals and the release of funds.

Chesapeake College personnel reconcile checks and bank statements on a periodic basis to ensure that funds have been released and received by customers, vendors, contractors, consultants, sub- recipients, etc.

P. A brief description of the following:

- Fiscal reporting system,
- Obligation control system,
- ITA payment system,
- Chart of account system,
- Accounts payable system,
- Staff payroll system,
- Participant payroll system, and
- Participant stipend payment system.

The USWIB, through the Upper Shore Workforce Investment Board Administrative Agreement, uses Chesapeake College's financial systems, policies, and Financial Services staff to spend, track and report WIOA Title I fund.

- Fiscal Reporting System: The Chesapeake College Colleague system is the intranet-based financial system that budgets, tracks, and reports expenditures of Title I funds.
- Obligation Control System: Obligations are created and tracked via budget, requisition, and purchase order. These actions are reflected in the intranet-based Colleague system.
- ITA payment system: Individual Training Accounts are tracked by Title I staff using an excel spreadsheet and are tracked on the Colleague system. ITAs used at Chesapeake College are reflected by journal entries in the Colleague system. ITAs used at other training vendors are reflected by a requisition and purchase order in the Colleague system.
- Chart of Accounts System: The USWIB and Title I have unique Fund, Function and Cost Center(s) in the Colleague system.
- Accounts Payable System: Title I expenditures take place using Chesapeake College.
- Accounts Payable procedures. The procedures include multiple approvals for expenditures and the ability to spend beyond the budget.
- Staff Payroll System: Staff payroll is fully integrated into the Chesapeake College system. The integration includes using all Chesapeake College payroll mechanisms: timesheets leave reports, benefits, tax withholding.
- Participant Payroll System: If a participant is placed in an Earn and Learn activity, payment will be through a procured staffing company. The staffing company is the employer of record.
- Participant Stipend Payment System: Needs-Based payments to participants are processed by Chesapeake College Financial Services staff, and payment is through a payroll-processing vendor.

Q. A description of the Local Board's (or fiscal agent's) cash management system, providing assurance that no excess cash will be kept on hand, and that procedures are in place to monitor cash.

The USWIB, through the Upper Shore Workforce Investment Board Administrative Agreement, uses the Chesapeake College cash management procedure. Chesapeake College implements a cost reimbursement/cash management system for Title I expenditures. The College "draws down" Title I funds from the Maryland Department of

Labor quarterly based upon documented expenditures.

R. A description of the Local Board's cost allocation procedures including:

- Identification of different cost pools,
- Procedures for distribution of staff costs between cost categories (Administrative cost, program cost and indirect cost),
- Procedures used for distribution of funds from each cost pool,
- Description of funds included in each cost pool, and
- Description of cost allocation plans for AJCs.

The Office of Management and Budget Uniform Grant Guidance provides information about cost allocation.

§ 200.4 Allocation.

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship.

The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

The USWIB, through the Upper Shore Workforce Investment Board Administrative Agreement, works with Chesapeake College to direct charge costs. In the case where the benefit of a cost is not easily identifiable, the cost may be included in a cost pool. Cost Pools are distributed by Generally Accepted Accounting Principles (GAAP) and the basis may include staff time, expenditures, participants, or other GAAP methodologies.

S. A description of the Local Board's (or fiscal agent's) procedure for collecting debts involving WIOA funds.

If a debt is established, as the result of an audit, monitoring or any other circumstance, cash repayment is the primary sanction for the expenditure of Title I funds. Debt collection procedures begin with the forwarding of a written payment demand letter that includes the amount of the debt and the date the payment is due to Chesapeake College. Generally, the

demand letter will ask for repayment in a lump sum, but a schedule of installment payments may be established if deemed appropriate.

If Chesapeake College's Financial Services staff, after adequate negotiation, determines that cash repayment is not possible, other methods to satisfy the debt may be explored.

The USWIB may accept allowable WIOA services in lieu of cash as a satisfactory alternative. Such services must be in addition to those provided under any existing agreements and fairly valued. Finally, another method for settling debts is the reduction of payments to current sub recipients, vendor, or contractors while they continue to provide Title I services at existing levels. If debts cannot be satisfied through the methods described above, Chesapeake College's Financial Services staff will begin the process utilized by the College to collect debts.

2022-2024 Local Plan Assurances

The following checklist and signed certification must be included in the submitted Local Plan. Check the following boxes to accept the assurances listed below.

		Assurance
X	1.	Consistent with WIOA Section 108(d), for the 2020-2024 Plan, the Local Board has held at least one public comment period of no less than 30 days to obtain input into the development of the Local Plan and to provide the opportunity for comment by representative of business, labor organizations, education, other key stakeholders, and the general public.
X	2.	The final Local Plan is available and accessible to the general public.
X	3.	The Local Board has established procedures to ensure public access (including people with disabilities) to board meetings and information regarding board activities, such as board membership and minutes.
X	4.	The Local Board makes publicly available any local requirements for the Local Area, such as policies, including policies for the use of WIOA Title I funds.
X	5.	The Local Board has established a written policy or procedure that identifies circumstances that might present conflict of interest for any local workforce investment board or entity that they represent and provides for the resolution of conflicts.
X	6.	The Local Board has copies of memoranda of understanding between the Local Board and each American Job Center partner concerning the operation of the American Job Center delivery system in the Local Area and has provided the State with the latest versions of its memoranda of understanding.
X	7.	The Local Board has written policy or procedures that ensure American Job Center operator agreements are reviewed and updated no less than once every three years.

X	8.	The Local Board has procurement policies and procedures for selecting One-Stop operators, awarding contracts under WIOA Title I Adult and Dislocated Worker funding provisions, and awarding contracts for Youth service provision under WIOA Title I in accordance with applicable state and local laws, rules, and regulations, provided no conflict exists with WIOA.
X	9.	The Local Board has procedures for identifying and determining the eligibility of training providers and their programs to receive WIOA Title I individual training accounts.
X	10.	The Local Board has written procedures for resolving grievances and complaints alleging violations of WIOA Title I regulations, grants, or other agreements under WIOA and written policies or procedures for assisting customers who express interest in filing complaints at any point of service, including, at a minimum, a requirement that all partners can identify appropriate staff contacts and refer customers to those contacts.
X	11.	The Local Board has established at least one comprehensive, full-service American Job Center and has a written process for the local Chief Elected Official and Local Board to determine that the center conforms to the definition therein.
X	12.	All partners in the local workforce and education system described in this plan ensure the physical, programmatic and communications accessibility of facilities, programs, services, technology, and materials in the Local Area's American Job Centers for individuals with disabilities.
X	13.	The Local Board ensures that outreach is provided to populations and sub-populations who can benefit from American Job Center services.
X	14.	The Local Board implements universal access to programs and activities to individuals through reasonable recruitment targeting, outreach efforts, assessments, service delivery, partner development, and numeric goals.
X	15.	The Local Board complies with the nondiscrimination provisions of Section 188 and assures that Methods of Administration were developed and implemented.
X	16.	The Local Board collects and maintains data necessary to show compliance with nondiscrimination provisions of Section 188 of WIOA.
X	17.	The Local Board complies with restrictions governing the use of federal funds for political activities, the use of the American Job Center environment for political activities, and the Local Board complies with the applicable certification and disclosure requirements.
X	18.	The Local Board ensures that American Job Center staff, along with the Migrant and Seasonal Farmworker program partner agency, will continue to provide services to agricultural employers and Migrant and Seasonal Farmworkers that are demand-driven and consistent with MD Labor policy.
X	19.	The Local Board follows confidentiality requirements for wage and education records including, but not limited to, 20 C. F. R. 603, the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, WIOA, and applicable State laws, Departmental regulations, and policies.

X	20.	The Local Board has a written policy and procedures to competitively award grants and contracts for WIOA Title I activities (or applicable federal waiver), including a process to be used to procure training services made as exceptions to the Individual Training Account process.
X	21.	Local Board has accounting systems that follow current Generally Accepted Accounting Principles (GAAP) and written fiscal-controls and fund-accounting procedures and ensures such procedures are followed to insure proper disbursement and accounting of WIOA adult, dislocated worker, and youth program and the Wagner-Peyser Act funds.
X	22.	The Local Board ensures compliance with the uniform administrative requirements under WIOA through annual, on-site monitoring of each local sub-recipient.
X	23.	The Local Board has a written debt collection policy and procedures that conforms with state and federal requirements and a process for maintaining a permanent record of all debt collection cases that supports the decisions made and documents the actions taken with respect to debt collection, restoration, or other debt resolution activities.
X	24.	The Local Board has a written policy and procedures for ensuring management and inventory of all properties obtained using WIOA funds, including property purchased with JTPA or WIA funds and transferred to WIOA, and that comply with WIOA, and, in the cases of local government, Local Government Property Acquisition policies.
X	25.	The Local Board will not use funds received under WIOA to assist, promote, or deter union organizing.
X	26.	The Local Board has a written policy and procedures that ensure adequate and correct determinations of eligibility for WIOA-funded basic career services and qualifications for enrollment of adults, dislocated workers, and youth in WIOA• funded individualized career services and training services, consistent with state policy on eligibility and priority of service.
X	27.	The Local Board has a written policy and procedures for awarding Individual Training Accounts to eligible adults, dislocated workers, and youth receiving WIOA Title I training services, including dollar and/or duration limit(s), limits on the number of times an individual may modify an ITA, and how ITAs will be obligated and authorized.
X	28.	The Local Board has a written policy and procedures that establish internal controls, documentation requirements, and leveraging and coordination of other community resources when providing supportive services and, as applicable, needs-related payments to eligible adult, dislocated workers, and youth enrolled in WIOA Title I programs.
X	29.	The Local Board has a written policy for priority of service at its American Job Centers and, as applicable, affiliate sites and for local workforce providers that ensures veterans and eligible spouses are identified at the point of entry, made aware of their entitlement to priority of service, and provided information on the

		array of employment, training and placement services and eligibility requirements for those programs or services.
X	30.	The Local Board has developed plans and strategies for maximizing coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the Local Area through the American Job Center delivery system, to improve service delivery and avoid duplication of services.
X	31.	The Local Board will provide reasonable accommodation to qualified individuals with disabilities unless providing the accommodation would cause undue hardship.

The Local Workforce Development Board for the Upper Shore Workforce Development Area certifies that it complies with all required components and assurances of the Workforce Innovation and Opportunity Act plan development guidelines issued by the state of Maryland. The Local Board also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, and their regulations, written U.S. Department of Labor guidance implementing these laws, Office of Management and Budget circulars, and all other applicable federal and state laws, regulations, and policies.

Local Chief Elected Official(s)¹

Date

Local Workforce Development Board Chair

Date

¹ Additional signature lines should be added to accommodate Local Areas that require more than one local chief elected official signatures. Signature lines for all five counties that comprise the USWIB are attached below:

Upper Shore Workforce Area
Local Plan Concurrence
2022 -2024

Caroline County

The Upper Shore Workforce Investment Board certifies that it complies with all required components and assurances of the Workforce Innovation and Opportunity Act plan development guidelines issued by the state of Maryland. The Local Board also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, and their regulations, written U.S. Department of Labor guidance implementing these laws, Office of Management and Budget circulars, and all other applicable federal and state laws, regulations, and policies.

Date

Date

Upper Shore Workforce Area
Local Plan Concurrence
2022 -2024

Dorchester County

The Upper Shore Workforce Investment Board certifies that it complies with all required components and assurances of the Workforce Innovation and Opportunity Act plan development guidelines issued by the state of Maryland. The Local Board also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, and their regulations, written U.S. Department of Labor guidance implementing these laws, Office of Management and Budget circulars, and all other applicable federal and state laws, regulations, and policies.

_____	_____
	Date
_____	_____
	Date

Upper Shore Workforce Area
Local Plan Concurrence
2022 -2024

Kent County

The Upper Shore Workforce Investment Board certifies that it complies with all required components and assurances of the Workforce Innovation and Opportunity Act plan development guidelines issued by the state of Maryland. The Local Board also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, and their regulations, written U.S. Department of Labor guidance implementing these laws, Office of Management and Budget circulars, and all other applicable federal and state laws, regulations, and policies.

Ronnie Fithian

06/27/23

Date

Ronald H. Fithian

06-27-23

Date

President
The County Commissioners
of Kent County, Maryland

Upper Shore Workforce Area
Local Plan Concurrence
2022 -2024

Queen Anne's County

The Upper Shore Workforce Investment Board certifies that it complies with all required components and assurances of the Workforce Innovation and Opportunity Act plan development guidelines issued by the state of Maryland. The Local Board also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, and their regulations, written U.S. Department of Labor guidance implementing these laws, Office of Management and Budget circulars, and all other applicable federal and state laws, regulations, and policies.

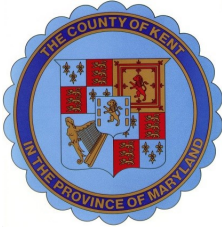
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	Date
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	Date

Upper Shore Workforce Area
Local Plan Concurrence
2022-2024

Talbot County

The Upper Shore Workforce Investment Board certifies that it complies with all required components and assurances of the Workforce Innovation and Opportunity Act plan development guidelines issued by the state of Maryland. The Local Board also assures that funds will be spent in accordance with the Workforce Innovation and Opportunity Act, Wagner-Peyser Act, and their regulations, written U.S. Department of Labor guidance implementing these laws, Office of Management and Budget circulars, and all other applicable federal and state laws, regulations, and policies.

_____	_____
	Date
_____	_____
	Date



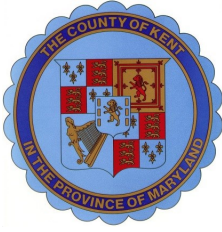
Pete Landon, Director, Kent County Office of Emergency Services
6/27/2023
County Commissioners Meeting

Item Summary:

Emergency Services Board and Local Emergency Planning Committee

ATTACHMENTS:

Description



Scott Boone, Director, Information Technology
6/27/2023
County Commissioners Meeting

Item Summary:

Request to Renew Memorandums of Understanding:

Town of Galena

Town of Millington

Circuit Court for Kent County, Maryland

Register of Wills for Kent County, Maryland

Kent County Chamber of Commerce

ATTACHMENTS:

Description

06.27.23 Memorandum of Understanding By and Between Kent County Commissioners and Town of Galena and Exhibit A & B

06.27.23 Memorandum of Understanding By and Between Kent County Commissioners and Register of Wills for Kent County, Maryland

06.27.23 Memorandum of Understanding By and Between Kent County Commissioners and Kent County Chamber of Commerce

06.27.23 Memorandum of Understanding By and Between Kent County Commissioners and Circuit Court for Kent County, Maryland

06.27.23 Memorandum of Understanding By and Between Kent County Commissioners and Town of Millington

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (the “MOU” or “Agreement”) is made as of this 27th day of June 2023 by and among the County Commissioners of Kent County (the “County”) and the Town of Galena (the “Town”) collectively referred to in this MOU as the “Parties”

WHEREAS, the Parties are committed to work together for the expressed purpose of providing Remote Desktop Support, Hardware Support and Website Support (additional details below) for the Town of Galena.

WHEREAS, the Parties desire to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this Memorandum of Understanding.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties hereto agree as follows:

Responsibilities of Parties:

The County agrees to provide the following:

- An internet connection at no cost to the Town. Locations include the Town Office building, the Galena Water Tower, the Galena Wastewater Treatment Plant, and the Galena Community Park. The level of support at each site is defined on Exhibit A.
- Support for County supplied desktop computers and laptops. Support includes recommendations, specification, installation, testing and troubleshooting of computer systems and peripherals within established standards and best practices. Professional assistance includes timely troubleshooting, on location or remotely, with application software and operating systems to diagnose and resolve unique, non-recurring issues. Recurring problems will be addressed through an established resolution process, which strives to address underlying causes, resolution and identifying workarounds if possible. The desktop computers and laptops are limited to the Town Office. See also Exhibit A.
- Ongoing technical support and maintenance for devices with Windows operating systems and Microsoft Office, Adobe and Soundcloud. See List of Installed Software on Exhibit B.
- The County will not support new hardware or software that does not meet computer and printer purchasing standards. The County should be consulted first if new hardware or software is needed. Equipment or software not listed on Exhibits A and B are not included in this MOU.

- The County will install and upgrade software at the request of the Town, if it meets requirements.
- The Town is currently working with an outside vendor to migrate their website to the vendor hosted site. Kent County will continue website hosting, software and coding updates, technical support, and web development as needed until August 30, 2023. Software updates are server related; coding and web development are related to content and not WordPress itself. Website development should pertain to technical tasks that exceed the capabilities of Town staff.
- Kent County will configure, setup and install a firewall to secure the Town of Galena network. Kent County will manage any rules and/or configuration changes to the firewall. The firewall includes a three-year instant replacement plan and a three year support plan with an expiration date of September 9, 2025. Kent County will make a recommendation prior to the expiration of support whether to renew the support plan or replace the device.
- The County will provide upgraded computer hardware based on the Town's current hardware. Any additional hardware requests (i.e. new devices) will be addressed based on the County's inventory. See also Computer Hardware.
- The County will install and perform updates to antivirus software on each user's pc or laptop.
- The County will assist in troubleshooting issues with existing cameras. The County is not responsible for monitoring these devices. Any new camera requests will need to be requested through the County Commissioners' Office at 400 High Street, Chestertown, MD 21620 or kentcounty@kentgov.org.

The Town of Galena agrees to the following:

- Paying all costs associated with hardware and software (as applicable) such as antivirus, Office 365 licenses, Adobe, future firewall support, domain renewal fees etc.
- Utilizing standard contact methods for incident reporting (see request in service).
- Providing access to supported computers either in-person or via remote access tools
- Making staff available to Desktop Support Technicians during the resolution of a service-related incident or request
- Providing proof of license and/or installation media when requesting software installation, if required
- Backing up data to One-Drive on a regular basis. Documents saved to desktops will not be supported by the County. Final documents will be scanned to ShoreScan, an outside vendor engaged by the Town.
- Notifying the County of surplus computer equipment for proper disposal
- Day-to-day administration of website content, including basic data entry, text and image edits, and document uploads. Town staff is encouraged to perform website updates when capable.

- The Town will maintain Soundcloud for uploading audio recordings to its website.
- The Town will request rule and/or configuration changes to the firewall by emailing help@kentgov.org. The firewall support plan expires on September 8, 2025. The Town will be responsible for the costs associated with a new firewall or renewal of a support plan when the device becomes end of life of the support plan can no longer be renewed.
- The Town agrees to reimburse the County for any equipment purchased for camera projects. The Town will be responsible for monitoring any cameras and will ensure its cameras are recording properly. It is recommended that these devices are checked on a regular basis.

Requesting Service. The Town will contact the County IT Department through the following methods:

1. Email: Town staff shall contact County IT Staff via email at help@kentgov.org only. Email requests will be processed during regular business hours.
2. Phone: 410-778-5315 Phone service will be available through the HelpDesk Monday through Friday 8:30 a.m. to 4:30 p.m. Messages left during off hours will be processed the next business day. Due to security verification requirements, password resets can only be processed over the phone.

Response Time. The County uses the following guidelines to prioritize and service requests:

1. High Priority (affects all users) – 1 hour response time to troubleshoot the issue.
2. Medium Priority (affects some) – 24 hour response time
3. Low Priority (affects one) - 2-4 business days but the County will acknowledge the receipt of the request
4. Web Requests – 3-5 business days

Escalation. If there are issues with processing of a service request, contact the HelpDesk. The issue will be reviewed, and the appropriate action will be taken. *County tickets supersede the Town tickets.*

Additional Vendors. – The Town must notify KCIT of a vendor scheduled to be onsite that may need KCIT assistance, **no less than 48 hours prior to arrival.** KCIT reserves the right to request the work to be rescheduled if a staff member is not available to assist the vendor or in the event KCIT is not notified.

Devices. Users will follow County policy for devices which states that there is one device per user.

Computer Hardware – As part of this MOU, KCIT will replace the Town staff's current PCs and/or laptops. The refresh does not include computer hardware such as monitors, keyboards and mice. Computer hardware will be refreshed every five years, concurrently with the County PC Refresh or as approved by the County Commissioners. The computer hardware refresh is based on available County equipment. KCIT will only refresh County issued devices (if

available). If the Town of Galena desires to purchase its own new devices from the vendor of its choice, the County reserves the right to review the equipment specifications if it is the desire of the Town for the County to continue its support. If the Town purchases a device without prior County approval of the specifications, KCIT reserves the right to deny desktop support for the device. Any additional device requests will be taken into consideration based on the County's inventory. Support for an additional user or additional equipment shall be submitted in writing to the County Commissioners at 400 High Street, Chestertown, MD or kentcounty@kentgov.org.

Services and Support – If either party discovers a service that is not covered by this MOU, the change in service must be approved by the County Commissioners. Any additional requests shall be submitted in writing to the County Commissioners.

Phone Service – Phone services are outside the scope of this MOU and will be secured by the Town by an outside vendor of the Town's choice.

Cabling – Any additional cabling needs should be reviewed by Kent County. Kent County will review and make vendor recommendations.

Fees: The County agrees to provide remote desktop support and hardware support as an in-kind service to the Town. Desktop support for an outside vendor ranges from \$80 to \$150 per user per hour.

Indemnification. The Town shall indemnify the County from claims by third parties arising from damage to tangible property, personal injury, or death caused by the Town's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs). The County shall indemnify the Town from claims by third parties arising from damage to tangible property, personal injury, or death caused by the County's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs).

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principals.

Modification. Modifications to this MOU must be in writing and signed by each Party.

Term and Termination. This Agreement shall become effective on the date hereof and shall terminate on June 30th of each fiscal year. With the consent of both parties, this Agreement may be amended to extend the period of performance prior to the Agreement's termination date and in accordance with the Modification section. This Agreement shall be upheld and remain valid and in full force and effect unless and until such time as either party terminates the Agreement with 30 days written notice.

IN WITNESS WHEREOF, and intending to be legally bound the parties have executed this Agreement as of the date and year first above written.

WITNESS:

The County Commissioners of Kent County, Maryland

By: Ronnie Fithian

Name Ronald N. Fithian

Title President

The Town of Galena, Maryland

By: 
John T. Carroll Jr. (Jun 12, 2023 15:06 EDT)

Name John T Carroll Jr

Title Mayor

Exhibit A

Town of Galena Inventory and Support

**Items not included on this list are outside the scope of this MOU and are not supported by Kent County. Kent County will only support Windows devices.*

Galena Town Office Equipment

1. ONT at Town Office – KCIT will provide an internet connection via the ONT. Configuration changes must be submitted to the ISP (ThinkBig Networks) and KCIT
2. SonicWall SOHO (Firewall) – KCIT will manage and update the software as needed. The Town will maintain a support plan as stated above. Configuration changes must be made in writing.
Cameras
3. (4) Ubiquiti Cameras
4. Ubiquiti Network Video Recorder (NVR)
5. (4) Staff PCs
6. (2) Kentgov issued laptops
7. (4) CARES issued laptops for Council members (KCIT will not replace from KCIT inventory if the device fails)
8. (1) CARES issued meeting laptop (KCIT will not replace from KCIT inventory if the device fails)
9. (4) CARES issued staff laptops (KCIT will not replace from KCIT inventory if the device fails)

Galena Water Tower Equipment

ONT at Water Tower - KCIT will provide an internet connection via the ONT. Configuration changes must be submitted to the ISP (ThinkBig Networks) and KCIT

Galena Wastewater Treatment Plant Equipment

1. ONT at Galena Wastewater Treatment Plant - KCIT will provide an internet connection via the ONT. Configuration changes must be submitted to the ISP (ThinkBig Networks) and KCIT
2. (4) Ubiquiti Cameras
3. 8 port Ubiquiti Switch
4. Meraki Router (for tech access). This device is managed remotely. Kent County would replace if the device were to break or become end of life

Galena Community Park

1. (3) Ubiquiti Cameras
2. 8 port Ubiquiti Switch
3. (1) Access Point
4. (1) Cloud Key
5. (1) Uninterruptable Power Supply

Exhibit B

Town of Galena

List of Software Supported

- Adobe Licenses
 - SoundCloud
 - Ubiquiti Camera Software
 - Microsoft Office Licenses
 - Webroot
-

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (this “MOU” or “Agreement”) is made as of this 27^m day of June 2023 by and among the County Commissioners of Kent County (the “County”) and the Office of the Register of Wills for Kent County, Maryland (the “Register of Wills”) collectively referred to in this MOU as the “Parties”

WHEREAS, the Parties are committed to working together for the expressed purpose of providing one dark fiber strand as part of the County’s Fiber Optic Network in partnership with Kent Fiber Optics.

WHEREAS, the Parties desire to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this Memorandum of Understanding.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties hereto agree as follows:

Responsibilities of Parties:

The County agrees to provide the following:

- One dark fiber optic strand

The Register of Wills agrees:

- To provide any additional equipment needs beyond the County dark fiber optic strand

Indemnification. The Register of Wills shall indemnify the County from claims by third parties arising from damage to tangible property, personal injury, or death caused by the Register of Wills’ negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs). The County shall indemnify the Register of Wills from claims by third parties arising from damage to tangible property, personal injury, or death caused by the County’s negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs).

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principals.

Modification. Modifications to this MOU must be in writing and signed by each Party.

Term and Termination. This Agreement shall become effective on the date hereof and shall terminate on June 30th of each fiscal year. With the consent of both parties, this Agreement may be amended to extend the period of performance prior to the Agreement’s termination date and

in accordance with the Modification section. This Agreement shall be upheld and remain valid and in full force and effect unless and until such time as either party terminates the Agreement with 30 days written notice.

IN WITNESS WHEREOF, and intending to be legally bound the parties have executed this Agreement as of the date and year first above written.

WITNESS:

The County Commissioners of Kent County, Maryland

By: Ronald N. Fithian

Name Ronald N. Fithian

Title President

The Office of the Register of Wills for Kent County, Maryland

By: Kristi Osborn

Name Kristi Osborn

Title Register

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (this "MOU" or "Agreement") is made as of this 27th day of June 2023 by and among the County Commissioners of Kent County (the "County") and the Kent County Chamber of Commerce (the "Chamber") collectively referred to in this MOU as the "Parties"

WHEREAS, the Parties are committed to working together for the expressed purpose of providing one ethernet port on the County's Optical Network Terminal ("ONT") that was installed as part of the County's Fiber Optic Network in partnership with Kent Fiber Optics.

WHEREAS, the Parties desire to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this Memorandum of Understanding.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties hereto agree as follows:

Responsibilities of Parties:

The County agrees to provide the following:

- An internet connection at no cost to the Kent County Chamber of Commerce located at 122 N. Cross Street, Chestertown, MD 21620.

The Chamber agrees:

- To provide any additional equipment needs beyond the County internet port.

Indemnification. The Chamber shall indemnify the County from claims by third parties arising from damage to tangible property, personal injury, or death caused by the Chamber's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs). The County shall indemnify the Chamber from claims by third parties arising from damage to tangible property, personal injury, or death caused by the County's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs).

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principals.

Modification. Modifications to this MOU must be in writing and signed by each Party.

Term and Termination. This Agreement shall become effective on the date hereof and shall terminate on June 30th of each fiscal year. With the consent of both parties, this Agreement may be amended to extend the period of performance prior to the Agreement's termination date and in accordance with the Modification section. This Agreement shall be upheld and remain valid

and in full force and effect unless and until such time as either party terminates the Agreement with 30 days written notice.

IN WITNESS WHEREOF, and intending to be legally bound the parties have executed this Agreement as of the date and year first above written.

WITNESS:

The County Commissioners of Kent County, Maryland

By: Ronnie Fithian

Name Ronald W. Fithian

Title President

The Kent County Chamber of Commerce

By: [Signature]

Name Sarah King

Title Executive Director

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (this “MOU” or “Agreement”) is made as of this 27th day of June 2023 by and among the County Commissioners of Kent County (the “County”) and the Circuit Court for Kent County, Maryland (the “Circuit Court”) collectively referred to in this MOU as the “Parties”

WHEREAS, the Parties are committed to working together for the expressed purpose of providing one ethernet port on the County’s Optical Network Terminal (“ONT”) that was installed as part of the County’s Fiber Optic Network in partnership with Kent Fiber Optics.

WHEREAS, the Parties desire to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this Memorandum of Understanding.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties hereto agree as follows:

Responsibilities of Parties:

The County agrees to provide the following:

- An internet connection at no cost to the Circuit Court for Kent County, Maryland and the Circuit Court’s Law Library located at 103 N. Cross Street, Chestertown, MD 21620.

The Circuit Court agrees:

- To provide any additional equipment needs beyond the County internet port.

Indemnification. The Circuit Court shall indemnify the County from claims by third parties arising from damage to tangible property, personal injury, or death caused by the Circuit Court’s negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs). The County shall indemnify the Circuit Court from claims by third parties arising from damage to tangible property, personal injury, or death caused by the County’s negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs).

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principals.

Modification. Modifications to this MOU must be in writing and signed by each Party.

Term and Termination. This Agreement shall become effective on the date hereof and shall terminate on June 30th of each fiscal year. With the consent of both parties, this Agreement may be amended to extend the period of performance prior to the Agreement’s termination date and

in accordance with the Modification section. This Agreement shall be upheld and remain valid and in full force and effect unless and until such time as either party terminates the Agreement with 30 days written notice.

IN WITNESS WHEREOF, and intending to be legally bound the parties have executed this Agreement as of the date and year first above written.

WITNESS:

The County Commissioners of Kent County, Maryland

By: Ronnie Fithian

Name Ronald N. Fithian

Title President

The Circuit Court Clerk's Office for Kent County, Maryland

By: Sherise Kennard

Name: Sherise Kennard

Title: Circuit Court Clerk

The Circuit Court for Kent County, Maryland

By: Harris P. Murphy

Name: The Honorable Harris P. Murphy

Title: Circuit Court Judge

**Memorandum of
Understanding**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU" or "Agreement") is made as of this 27th day of June, 2023 by and among the County Commissioners of Kent County (the "County") and the Town of Millington (the "Town") collectively referred to in this MOU as the "Parties"

WHEREAS, the Parties are committed to working together for the expressed purpose of providing Remote Desktop Support, Hardware Support and Website Support for the Town of Millington.

WHEREAS, the Parties desire to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this Memorandum of Understanding.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties hereto agree as follows:

Responsibilities of Parties:

The County agrees to provide the following:

- An internet connection at no cost to the Town.
- Support for desktop computers, laptops and/or tablets, printers, multifunction devices. Support includes recommendations, specification, installation, testing and troubleshooting of computer systems and peripherals within established standards and best practices. Professional assistance includes timely troubleshooting, on location or remotely, with application software and operating systems to diagnose and resolve unique, non-recurring issues. Recurring problems will be addressed through an established resolution process, which strives to address underlying causes, resolution and identifying workarounds if possible.
- Ongoing technical support and maintenance for devices with Windows operating systems and Microsoft Office, Adobe and Quickbooks etc.
- Installation and upgrade of software at the request of the Town, if it meets requirements.
- Website hosting, software and coding updates, technical support, and web development as needed. Website development should pertain to technical tasks that exceeds the capabilities of Town staff.
- Installation of antivirus software updates on each user's pc or laptop.

The Town of Millington agrees to the following:

- Paying all costs associated with hardware and software (as applicable) such as antivirus, Adobe and Office 365 licenses.
- Utilizing standard contact methods for incident reporting

- Providing access to supported computers either in-person or via remote access tools
- Making staff available to Desktop Support Technicians during the resolution of a service-related incident or request
- Providing proof of license and/or installation media when requesting software installation, if required
- Backing up data to One-Drive on a regular basis. Documents saved to desktops will not be supported by the County
- Notifying the County of surplus computer equipment for proper disposal
- Maintaining their own website content. Kent County will assist on an "as needed" basis.

New Hardware or Software. The County will not support new hardware or software that does not meet computer and printer purchasing standards. The County should be consulted first if new hardware or software is needed.

Firewall. The Town currently has a firewall built into their router. The internet connection runs into the router. At this time Kent County IT does not feel that a firewall is needed but in the event a firewall is needed, the Town will need to purchase the hardware and support package. Kent County can assist with a recommendation of hardware and support package.

Upgrades to Hardware. As part of the CARES ACT, the Town was able to purchase new laptops in July 2020. In the future, the County will provide upgraded computer hardware based on the Town's needs and whether the devices are end of life. Any additional hardware requests (i.e. new devices) will be addressed based on the County's inventory. See also Computer Hardware.

Requesting Service. The Town will contact the County IT Department through the following methods:

1. Email. Town staff shall contact County IT Staff via email at help@kentgov.org only. Email requests will be processed during regular business hours.
2. Phone: 410-778-5315 Phone service will be available through the HelpDesk Monday through Friday 8:30 a.m. to 4:30 p.m. Messages left during off hours will be processed the next business day. Due to security verification requirements, password resets can only be processed over the phone.

Response Time. The County uses the following guidelines to prioritize and service requests:

1. High Priority (affects all users) - 1 hour response time to troubleshoot the issue.
2. Medium Priority (affects some) - 24 hour response time
3. Low Priority (affects one) - 2-4 business days but the County will acknowledge the receipt of the request
4. Web Requests – 3-5 business days

Escalation. If there are issues with processing of a service request, the Town should contact the HelpDesk. The issue will be reviewed, and the appropriate action will be taken. *County tickets supersede the Town tickets.*

Devices. Users will follow County policy for devices which states that there is one device per user.

Computer Hardware -As part of this MOU, KCIT will replace the Town staffs PCs and/or laptops as needed or at the end of the device's life. This does not include computer hardware such as monitors, keyboards and mice. Computer hardware will be refreshed every five years or concurrently with the County PC Refresh or as approved by the County Commissioners. The computer hardware refresh is based on available County equipment at the time of the refresh. KCIT will only refresh County issued devices (if available). Any additional device requests will be taken into consideration based on the County's inventory. If the Town of Millington desires to purchase its own new devices from the vendor of its choice, the County reserves the right to review the equipment specifications if it is the desire of the Town for the County to continue its support. If the Town purchases a device without prior County approval of the specifications, KCIT reserves the right to deny desktop support for the device. If the Town desires to purchase new equipment, it would be purchased at the expense of the Town. The purchase of new devices should be discussed during the budget planning process for the next fiscal year. Support for an additional user or additional equipment shall be submitted in writing to the County Commissioners at 400 High Street, Chestertown, MD or kentcounty@kentgov.org.

Services and Support – If either party discovers a service that is not covered by this MOU, the change in service must be approved by the County Commissioners. Any additional requests shall be submitted in writing to the County Commissioners.

Phone Service – Phone services are outside the scope of this MOU and will be secured by the Town by an outside vendor of the Town's choice.

Cabling – Any additional cabling needs should be reviewed by Kent County. Kent County will review and make vendor recommendations.

Fees: The County agrees to provide remote desktop support and hardware support as an in-kind service to the Town. Desktop support for an outside vendor ranges from \$80 to \$150 per user per hour.

Indemnification. The Town shall indemnify the County from claims by third parties arising from damage to tangible property, personal injury, or death caused by the Town's negligence or willful misconduct. Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs). The County shall indemnify the Town from claims by third parties arising from damage to tangible property, personal injury, or death caused by the County's negligence or willful misconduct.

Such indemnification shall include, without limitation, awards, settlement, and all costs and expenses associated with the claim (including legal fees and court costs).

Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principals.

Modification. Modifications to this MOU must be in writing and signed by each Party.

Term and Termination. This Agreement shall become effective on the date hereof and shall terminate on June 30th of each fiscal year. With the consent of both parties, this Agreement may be amended to extend the period of performance prior to the Agreement's termination date and in accordance with the Modification section. This Agreement shall be upheld and remain valid and in full force and effect unless and until such time as either party terminates the Agreement with 30 days written notice.

IN WITNESS WHEREOF, and intending to be legally bound the parties have executed this Agreement as of the date and year first above written.

WITNESS:

The County Commissioners of Kent County, Maryland

By: Ronnie Fithian

Name Ronald N. Fithian

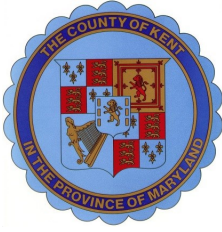
Title President

The Town of Millington, Maryland

By: Kevin Hemstock

Name Kevin Hemstock

Title Mayer



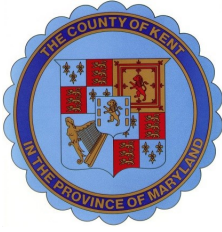
Scott Boone, Director, Information Technology
6/27/2023
County Commissioners Meeting

Item Summary:

Virtualization - Request For Purchasing Approval

ATTACHMENTS:

Description



Jamie Williams, Director, Economic and Tourism Development
6/27/2023
County Commissioners Meeting

Item Summary:

Arts and Entertainment District Designation Property Tax Credit

ATTACHMENTS:

Description

County Commissioners Support Letter

Town Resolution

QA County Legislation Example

QA County Resolution Example

The County Commissioners of Kent County

WILLIAM W. PICKRUM
PRESIDENT
CHESTERTOWN, MD

RONALD H. FITHIAN
MEMBER
ROCK HALL, MD

WILLIAM A. SHORT
MEMBER
STILL POND, MD

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

ERNEST A. CROFOOT
COUNTY ADMINISTRATOR
COUNTY ATTORNEY

March 17, 2015

R. Michael Gill, Secretary
Maryland Dept. of Business and Economic Development
World Trade Center
401 E. Pratt Street
Baltimore, MD 21202

Dear Secretary Gill,

The County Commissioners of Kent County, Maryland are pleased to support the application of the Town of Chestertown for designation of the Chestertown Arts and Entertainment District.

We acknowledge that this support includes income tax subtraction modification for income from work sold by qualified resident artists within the District, admissions and amusement tax exemption for resident artists, and property tax credits on the increase of assessed value attributable to renovations of property within the District that creates live-work space or space for the arts and entertainment enterprises for a period of ten (10) years. These benefits from the designation could have an effect on County revenue in the future.

We offer our commitment to work with the Town of Chestertown to offer these tax credits for projects developed after designation is received. We look forward to working with the Department of Business and Economic Development and the Town of Chestertown on this exciting Economic Development initiative.

We thank you for the opportunity to support Chestertown's application.

Very truly yours,

THE COUNTY COMMISSIONERS
OF KENTCOUNTY, MARYLAND



William W. Pickrum, President

KCC:smb

cc: Mayor Cerino and Council, Town of Chestertown



**RESOLUTION - TOWN OF CHESTERTOWN
ARTS AND ENTERTAINMENT DISTRICT DESIGNATION**

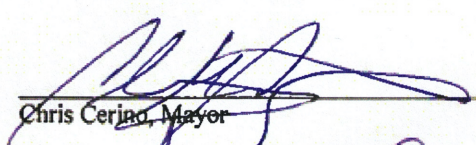
WHEREAS, the Mayor and Council of the Town of Chestertown (the "Town") intends to apply to the Secretary of Business and Economic Development of the State of Maryland (the "Secretary") for designation of the Chestertown Arts and Entertainment District (the "District") within certain boundaries shown on the map attached to this Resolution, and

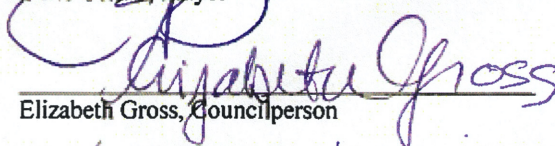
WHEREAS, under State law, the designation of an arts and entertainment district; (i) provides an income tax subtraction modification for qualifying residing artists under §10-207(v) of the Tax – General Article; (ii) a property tax credit under §9-240 of the Tax – Property Article; and (iii) an exemption from the admissions and amusement tax under §4-104 of the Tax – General Article.

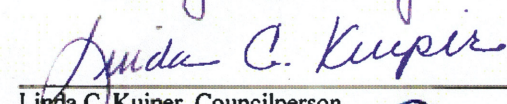
NOW, THEREFORE BE IT RESOLVED THAT, the Mayor and Council of the Town of Chestertown agrees to the following:

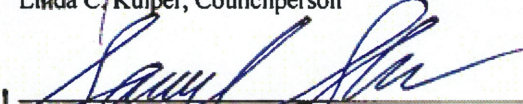
1. The geographic boundary of the Chestertown Arts and Entertainment District shall be as depicted on the attached map titled "Chestertown Arts & Entertainment District Map – Exhibit 1" and including the parcels listed on the attached sheet, "Exhibit 2"; and
2. The Town fully approves and supports the designation of the District; and
3. The Town understands that the income tax subtraction modification under §10-207(v) of the Tax – General Article for qualifying residing artists in the District may affect its income tax receipts; and
4. If the Secretary approves the District designation, the Town shall provide the following incentives to eligible persons in the District:
 - a) During the entire designation period approved by the Secretary, exemption from the Admissions and Amusement Tax gross receipts from any admission or amusement charge levied by an arts and entertainment enterprise or qualifying residing artist in the District; and
 - b) During the entire designation period approved by the Secretary, a real property tax credit further described in §9-240 of the Tax – Property Article against the Town property tax imposed on the eligible assessment of an eligible building. The real property tax credit amount shall be the increase of the assessed value attributable to renovations of the property within the District that creates live-work space or space for arts and entertainment enterprises for a period not to exceed ten years.
5. The Mayor is authorized to sign all documents related to the District application.

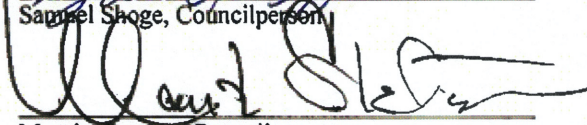
READ, PASSED, AND ATTESTED BY THE MAYOR AND TOWN COUNCIL ON THIS 16th day of March, 2015.


Chris Cerino, Mayor

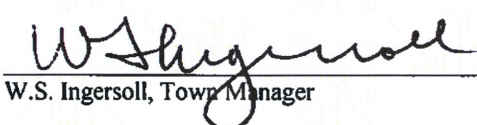

Elizabeth Gross, Councilperson


Linda C. Kuiper, Councilperson


Samuel Shoge, Councilperson


Mauritz Stetson, Councilperson

Witness:


W.S. Ingersoll, Town Manager

*Queen Annes County, MD
Monday, June 19, 2023*

Chapter 5. County Finance

Article II. General Provisions

§ 5-10.5. Arts and entertainment district property tax credit.

[Added 3-12-2013 by Ord. No. 13-04]

- A. Definitions. In this section, "arts and entertainment district," "arts and entertainment enterprise," and "qualifying residing artist" have the meanings stated in § 4-701 of the Economic Development Article of the Annotated Code of Maryland.
- B. There is a tax credit from Queen Anne's County real property tax imposed on a manufacturing, commercial, or industrial building that:
 - (1) Is located in an arts and entertainment district designated as such under § 4-704 of the Economic Development Article of the Annotated Code of Maryland; and
 - (2) Is wholly or partially constructed or renovated, after the date of the designation described above, to be capable for use by a qualifying residing artist or an arts and entertainment enterprise.
- C. The real property tax credit shall be applied to the increase in assessment resulting from construction or renovation and shall be in the following percentages:
 - (1) 100% in each of the first two fiscal years after the property qualifies for the tax credit.
 - (2) 80% in the third and fourth taxable year.
 - (3) 60% in the fifth and sixth taxable year.
 - (4) 40% in the seventh and eighth taxable year.
 - (5) 20% in the ninth and tenth taxable year.
- D. An application for the tax credit created by this section must be filed by the property owner on or before the June 1 preceding the fiscal year for which the tax credit is sought.
- E. The Queen Anne's County Office of Finance shall promulgate forms for applications for tax credit hereunder and may require such verification of qualifications hereunder as such office may deem appropriate.

RESOLUTION # _____
HISTORIC STEVENSVILLE ARTS AND ENTERTAINMENT DISTRICT REDESIGNATION

WHEREAS, The County Commissioners of Queen Anne's County have applied to the Maryland State Arts Council, an agency of the State of Maryland under the authority of the Department of Commerce, for redesignation of the Historic Stevensville Arts and Entertainment District (the "District") within certain boundaries shown on the map attached to this Resolution, and

WHEREAS, under State law, the designation of an arts and entertainment district: (i) provides an income tax subtraction modification for qualifying residing artists under ~ 10-207(v) of the Tax- General Article; (ii) a property tax credit under ~ 9-240 of the Tax- Property Article; and (iii) an exemption from the admissions and amusement tax under ~ 4-101 (e) of the Tax- General Article.

WHEREAS, County Ordinance 13-04 an act concerning Property Tax Credits in Arts and Entertainment Districts in Queen Anne's County: (i) establishes a property tax credit against Queen Anne's County property tax imposed on certain buildings in an arts and entertainment district in Queen Anne's County; and (ii) added Section 5-10.5 entitled "Arts and Entertainment District Property Tax Credit" to the Code of Public Local Laws of Queen Anne's County.

NOW, THEREFORE BE IT RESOLVED THAT Queen Anne's County agrees to the following:

1. The geographic boundaries of the Historic Stevensville Arts and Entertainment District shall be depicted on the attached map titled "Stevensville Arts and Entertainment District" and including parcels listed on the attached sheet; and
2. The County fully approves and supports the redesignation of the District; and
3. The County understands that the income tax subtraction modification under 10-207(v) of the Tax- General Article for qualifying residing artists in the District might affect its income tax receipts; and
4. If the Secretary approves the District redesignation, the County shall provide the following incentives to eligible persons in the District during the ten (10) year designation:
 - (a) During the entire designation period approved by the Secretary, exemption from the Admission and Amusement Tax gross receipts from any admissions or amusement charge levied by an arts and entertainment enterprise or qualifying residing artist in the District under ~4-101 (e), Tax General Article, Annotated Code of Maryland; and
 - (b) During the entire designation period approved by the Secretary, a real property tax credit further described in ~9-240 of the Tax- Property Article against the County property tax imposed on the eligible assessment of an eligible building. The real property tax credit amount shall be the following percentage of the amount of property tax imposed on the eligible assessment of the property entitled to the credit:
 - (i) 100% in each of the first 2 taxable years after the calendar year when the property initially is entitled to the credit.
 - (ii) 80% in the 3rd and 4th taxable year
 - (iii) 60% in the 5th and 6th taxable year
 - (iv) 40% in the 7th and 8th taxable year
 - (v) 20% in the 9th and 10th taxable year

(vi) 0 % after the 10th taxable year

Adopted and approved this _____ day of _____ 2023.

The County Commissioners of
Queen Anne's County

James J. Moran

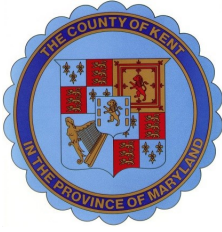
Phillip L. Dumenil

Christopher M. Corchiarino

Jack N. Wilson, Jr.

Margie Houck

Patrick McLaughlin



Jamie Williams, Director, Economic and Tourism Development
6/27/2023
County Commissioners Meeting

Item Summary:

Pirates & Wenches Request for Delmarva Community Transit Transportation

ATTACHMENTS:

Description

06.27.23 Keith Adkins, Delmarva Community Transit (DCT) Request to Use Buses During Rock Hall's 2023 Pirate and Wenches Weekend

Draft Letter



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

June 27, 2023

Mr. Keith Adkins
Acting Deputy Director/DCS, Inc.
Transit Manager/DCT
2450 Cambridge Beltway
Cambridge, MD 21613

Dear Mr. Adkins:

On behalf of the Board of County Commissioners, the Town of Rock Hall, and Rock Hall's local non-profit and volunteer community, we thank Delmarva Community Transit (DCT) for allowing the use of DCT buses for the transportation needs during the Rock Hall, Pirates & Wenches Weekend over the years. The event brings tourists to our area, supports our local businesses, and showcases our Town and County.

This year the event will be held August 11-13th, and we request the use of three buses on Saturday, August 12, 2023, from 8 a.m. until 11 p.m. A County employee will pick up the keys the day prior, meet the drivers on Saturday morning to pick up the buses, and return them in the evening.

It is our understanding that DCT will bill Main Street Rock Hall \$250 per bus, and the buses will be refueled by DCT. Please advise Jamie Williams, Pirates & Wenches, Transportation Volunteer Coordinator, if anything further is needed to facilitate this request.

Sincerely,

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

Ronald H. Fithian, President
Kent County Commissioners

Sincerely,

James Cook, Mayor
Town of Rock Hall

cc: Santo Grande, President/CEO, DCS, Inc.

June 27, 2023

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Acting Deputy Director/DCS, Inc.
Transit Manager/DCT
2450 Cambridge Beltway
Cambridge, MD 21613

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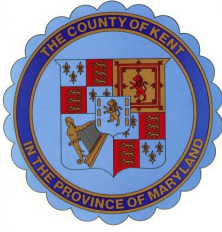
Sincerely,

Sincerely,

Ronald H. Fithian, President
Kent County Commissioners

James Cook, Mayor
Town of Rock Hall

cc: Santo Grande, President/CEO, DCS, Inc.



Bill Mackey, Director, Planning, Housing and Zoning
6/27/2023
County Commissioners Meeting

Item Summary:

Medical Related and Non-Medical Related Cannabis Use Resolution

ATTACHMENTS:

Description

06.27.23 Resolution 2023-13 Zoning Approach Utilizing Medical Related Cannabis Uses Extend It To Apply To Non-Medical Related Cannabis Uses, July 1, 2023

RESOLUTION 2023-12

COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

A RESOLUTION TO FORMALIZE THE CURRENT ZONING APPROACH UTILIZED FOR MEDICAL-RELATED CANNABIS USES AND EXTEND IT TO APPLY TO NON-MEDICAL RELATED CANNABIS USES, BEGINNING ON JULY 1, 2023.

WHEREAS, in April 2023, the Maryland General Assembly passed House Bill 556 and Senate Bill 516, “Cannabis Reform”, which was approved by Maryland Governor Wes Moore on May 3, 2023, to address certain non-medical uses of cannabis in Maryland under certain conditions and within certain limitations with an effective date of July 1, 2023; and,

WHEREAS, the Department of Planning, Housing, and Zoning (DPHZ) in the past has, and still currently does, utilize a zoning approach to medical cannabis uses where staff process requests for medical cannabis dispensaries as permitted-by-right retail uses, medical cannabis processing uses as permitted-by-right industrial uses, and medical cannabis growing uses as permitted-by-right agricultural uses, which has been the long-standing practice of DPHZ, since the advent of medical cannabis uses in Maryland; and,

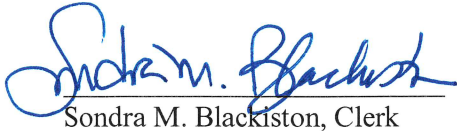
WHEREAS, although this zoning approach has been long-standing and acceptable as an approach, it has not been formally recognized or adopted for utilization to the knowledge of the DPHZ team; and,

WHEREAS, Maryland’s new “Cannabis Reform” will require a zoning approach by Kent County, when “Cannabis Reform” becomes effective throughout the State of Maryland on July 1, 2023;

NOW, THEREFORE, BE IT RESOLVED, that on June 27, 2023, the Kent County Board of County Commissioners does hereby direct DPHZ to process requests for both medical and non-medical cannabis dispensaries as permitted-by-right retail uses, medical and non-medical cannabis processing uses as permitted-by-right industrial uses, and medical and non-medical cannabis growing uses as permitted-by-right agricultural uses with all customary and regulatory requirements for such uses being fully applied.

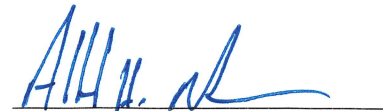
ADOPTED this day, June 27, 2023.

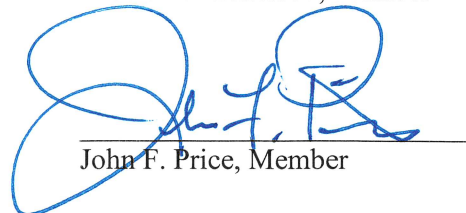
ATTEST:

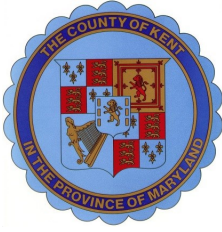

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member



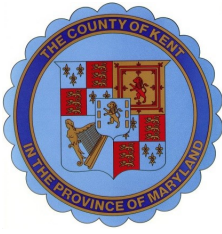
Bill Mackey, Director, Planning, Housing, and Zoning
6/27/2023
County Commissioners Meeting

Item Summary:

Request to Release Bond

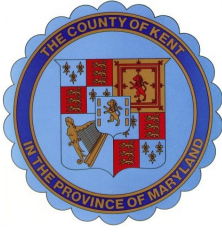
ATTACHMENTS:

Description



Jim Miller, Director, Human Resources
6/27/2023
County Commissioners Meeting

Item Summary:
FY2024 Salary Ranges



Environmental Operations Division

6/27/2023

County Commissioners Meeting

Item Summary:

FY2024 Earth Data Contract Renewals - Landfill Monitoring

ATTACHMENTS:

Description

06.27.23 Nicholson Landfill Monitoring Contract #24EONLFM0624 Between County and Earth Data Incorporated Renewal

06.27.23 Dulin Rubble Landfill Monitoring Contract #24EODRLF0624 Between County and Earth Data Incorporated



NICHOLSON LANDFILL MONITORING CONTRACT BETWEEN COUNTY & CONTRACTOR

THIS CONTRACT, made this 27th day of June 2023, by and between the County Commissioners of Kent County, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter referred to as the OWNER, and Earth Data Incorporated, hereinafter referred to as the CONTRACTOR;

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish routine services including all labor, materials, equipment, and transportation necessary for the following monitoring work:

- Quarterly landfill gas monitoring on eighteen (18) gas well points; five (5) gas vapor points; twenty (20) gas vents.
- Conduct semi-annual sampling of twenty-three (23) groundwater monitoring wells and five (5) domestic wells for laboratory analysis to include sending groundwater samples to lab for the MDE required EPA Method 8011 analysis.
- Prepare quarterly and semi-annual reports.

All of which will be done at the Nicholson Landfill, located at 23750 Larney Nick Rd., Chestertown, Kent County, MD, in accordance with the Earth Data Inc. Proposal 4696-I, prepared by Earth Data Incorporated, dated 2/14/2023, and attached hereto (see Exhibit B), as part of the Contract Documents.

2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.

3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. **COMPLETION OF WORK.** The CONTRACTOR shall begin the work covered by this contract after July 1, 2023, following the date of receipt of the Notice to Proceed and shall complete the same before June 30, 2024 (FY24 Fiscal Year) unless the period for completion is extended as provided for in the general conditions. It has been mutually agreed upon, between CONTRACTOR and OWNER, that this contract will be Renewal Number One of the three (3) optional renewals set forth in the previous agreement, dated July 12th, 2022, which are subject to available funding.

5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein a sum of, but is not to exceed, One Hundred and Seven Thousand, Three Hundred Twenty-One Dollars and Seventy-Eight Cents (\$107,321.78).

6. This contract incorporates the following documents:

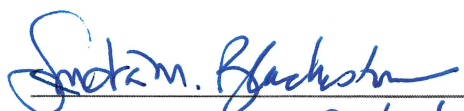
- A. Exhibit A - General Terms & Conditions of Contract between County & Contractor.
- B. Exhibit B - Earth Data Incorporated Cost Estimate, dated 2/14/2023.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.
8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal courts located within the State of Maryland.
9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)


06/21/23

By: 
Ronald H. Fithian, President
County Commissioners' Office

EARTH DATA INCORPORATED (CONTRACTOR)


Jennifer Marshall

By: 
Mark A. Williams, President
Title
46-4244988
Employer Identification Number



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

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

7. COST & PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year

after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. PROVISIONS

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

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

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending

the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

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

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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

EXHIBIT B

EarthData

INCORPORATED

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

COST ESTIMATE

FY 2023-24 Landfill Monitoring, Nicholson Landfill, Kent County, MD

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

Earth Data Proj. Mgr. : J.P. Stokes
EDI File No.: 4696-i
Date: 2/14/2023
Prepared By: JPS

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

Item	Description	Est. Quantity	Unit	Unit Price	Annual Amount
1	Landfill Gas Monitoring - Quarterly (28 gas points)	4	EA	\$575.00	\$2,300.00
2	Monitoring & Domestic Well Sampling- Semi Annual (28 wells)	2	EA	\$8,733.00	\$17,466.00
3	Semi-Annual Laboratory Analysis (VOC; Metals; General Chem.; Dissolved Gas)	2	EA	\$18,606.70	\$37,213.40
4	Semi-Annual Data Analysis	2	EA	\$4,418.50	\$8,837.00
5	Semi-Annual Report Preparation	2	EA	\$4,816.00	\$9,632.00
6	Project Administration (semi-annual sampling and gas monitoring)	2	LS	\$2,160.00	\$4,320.00
7	Monitoring Well Sampling (12 wells for 2 additional quarters)	2	EA	\$3,876.00	\$7,752.00
8	Quarterly-Annual Laboratory Analysis (12 wells for 2 additional quarters)	2	EA	\$5,052.69	\$10,105.38
9	Quarterly Data Analysis (4 quarters)	4	EA	\$648.00	\$2,592.00
10	Quarterly Report Preparation (4 quarters)	4	EA	\$1,056.00	\$4,224.00
11	Project Administration (quarterly sampling and reporting)	4	LS	\$720.00	\$2,880.00
TOTAL ESTIMATED PROJECT COST					<u>\$107,321.78</u>

Quote good until May 1, 2023
Standard terms and conditions apply.



DULIN RUBBLE LANDFILL MONITORING CONTRACT BETWEEN COUNTY & CONTRACTOR

THIS CONTRACT, made this 27th day of June 2023, by and between the County Commissioners of Kent County, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter referred to as the OWNER, and Earth Data Incorporated, hereinafter referred to as the CONTRACTOR;

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish routine services including all labor, materials, equipment, and transportation necessary for the following monitoring work:
 - Quarterly landfill gas monitoring on four (4) gas well points; eight (8) gas vapor points; three (3) gas vents.
 - Conduct semi-annual sampling of five (5) groundwater monitoring wells for laboratory analysis to include sending groundwater samples to lab for the MDE required EPA Method 8011 analysis.
 - Prepare annual reports.

All of which will be done at the Dulin Rubble Landfill, 23310 Ricauds Branch Rd., Chestertown, Kent County, MD, in accordance with the Earth Data Inc. Proposal 4697-I, prepared by Earth Data Incorporated, dated 2/14/2023, and attached hereto (see Exhibit B), as part of the Contract Documents.

2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.

3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. **COMPLETION OF WORK.** The CONTRACTOR shall begin the work covered by this contract after July 1, 2023, following the date of receipt of the Notice to Proceed and shall complete the same before June 30, 2024 (FY24 Fiscal Year) unless the period for completion is extended as provided for in the general conditions. It has been mutually agreed upon, between CONTRACTOR and OWNER, that this contract will be Renewal Number One of the three (3) optional renewals set forth in the previous agreement, dated July 12th, 2022, which are subject to available funding.

5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein a sum of, but is not to exceed, Twenty-Two Thousand, Three Hundred Twenty Dollars and Eighteen Cents (\$22,320.18).

6. This contract incorporates the following documents:

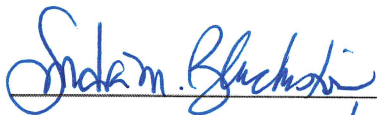
- A. Exhibit A - General Terms & Conditions of Contract between County & Contractor.
- B. Exhibit B – Earth Data Incorporated Cost Estimate, dated 2/14/2023.

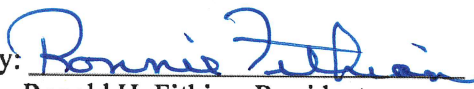
7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.
8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal courts located within the State of Maryland.
9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)


06/27/23

By: 
Ronald H. Fithian, President
County Commissioners' Office

EARTH DATA INCORPORATED (CONTRACTOR)


Jennifer Marshall

By: 
Mark A. Williams, President
Title
46-4244988
Employer Identification Number



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for

furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:
- 1) Serve as liaison between the County and Contractor;
 - 2) Give direction to the Contractor to ensure satisfactory and complete performance;
 - 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
 - 4) Serve as records custodian for this contract;
 - 5) Accept or reject the Contractor's performance or service;
 - 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
 - 7) Prepare required documents and reports;
 - 8) Approve or reject invoices for payment;
 - 9) Recommend contract modifications or terminations to the County Administrator; and
 - 10) Issue Notice to Proceed.
- B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

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



8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

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

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year

after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;

- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

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

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. PROVISIONS

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

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

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

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

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

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

19. INFRINGEMENT

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

20. INSPECTIONS

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

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending



the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

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

23. NONDISCRIMINATION IN EMPLOYMENT

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

24. PAYMENTS

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

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

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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



- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

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

28. TIME

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

29. TITLE

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

30. WORK UNDER THE CONTRACT

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

EXHIBIT B



COST ESTIMATE

FY 2023-24 Landfill Monitoring, Dulin Rubble Landfill, Kent County, MD

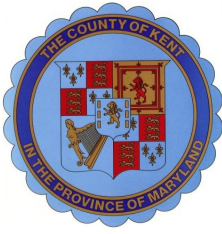
Conduct quarterly landfill gas monitoring on 4 gas wells, 8 soil vapor points & 3 vents. Conduct semi-annual sampling of 5 monitoring wells for laboratory analysis. Send groundwater samples to lab for MDE required analysis. Prepare annual report.

Earth Data Proj. Mgr. : J.P. Stokes
EDI File No.: 4697-i
Date: 2/14/2023
Prepared By: JPS

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

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

Quote good until May 1, 2023
Standard terms and conditions apply.



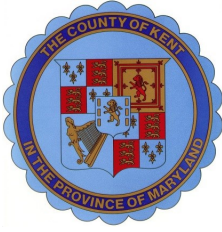
Roads Division
6/27/2023
County Commissioners Meeting

Item Summary:

FY2023 Surface Treatment Contract Change Order

ATTACHMENTS:

Description



Dan Mattson, Deputy Director, Public Works
6/27/2023
County Commissioners Meeting

Item Summary:

FY2024 Diesel, Propane, Heating Oil & Gasoline Delivery Contract Approval

ATTACHMENTS:

Description

06.27.23 FY2024 Contract Award Diesel, Propane, Heating Oil & Gasoline Delivery Contract
#24PWPFDS0624 By and Between KC and Dixie Land Energy, LLC



FUEL AND PROPANE DELIVERY SERVICES CONTRACT BETWEEN COUNTY & CONTRACTOR

This Contract, made this 27th day of June 2023, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the "OWNER", and Dixie Land Energy, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see within Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR shall perform monthly bulk deliveries of Diesel Fuel, Gasoline, Heating Oil, and Propane to various county buildings and municipal properties from July 1, 2023 to June 30, 2024, in respect to the Fiscal Year timeline.
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall begin work covered by the Request for Proposal # PW 23-15 documents (see Exhibit A), as represented throughout this Contract, by July 1, 2023, immediately following the date of receipt and acknowledgement of the Notice to Proceed letter. Work shall be completed for the entire duration of this Contract in concordance with the Fiscal Year term, as aforementioned in Section 1.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein, in accordance with the unit pricing provided in the original Request for Proposal # PW 23-15 Bid Documents, as quoted in the Contractor's Proposal (see Exhibit B).
6. **INVOICING PROCEDURES.** CONTRACTOR shall furnish to the OWNER, before beginning any work, a current W-9 Federal Request Form for Taxpayer Identification Number and Certification, to ensure the correct remittance address for payments and/or Contract Documents. Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance with regard to content, the CONTRACTOR must submit an itemized statement of work that is completed to the OWNER, and the date of which such work took place. Additionally, each invoice should be dated and submitted in a timely fashion, and accordingly with the invoice schedule, as aforementioned. All additional detail can be found in the original Request for Proposal document of reference throughout this Contract.

7. **CONTRACT EXTENSION.** This Contract, as further described and outlined in the RFP # PW 23-15 documents, is permitted term extensions for up to three (3) additional one (1)-year terms upon the mutual agreement and approval of both OWNER and CONTRACTOR. Term timeline will remain in compliance with the County's fiscal budget year, as mentioned in previous Sections.
8. The Contract Documents include the following:
- A. Exhibit A Request for Proposal Documents (which includes the County General Terms & Conditions).
 - B. Exhibit B Contractor's Proposal.
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents (see Exhibit A), as further defined within Section 6.
10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

WITNESS/ATTEST


06/27/23

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

By: 
President
Kent County Commissioner's Office

WITNESS/ATTEST



DIXIE LAND ENERGY, LLC (CONTRACTOR)

By: 
President / CEO
Title
134209434
Employer Identification Number (EIN)

EXHIBIT A



**THE COMMISSIONERS OF KENT COUNTY, MARYLAND
REQUEST FOR PROPOSAL**

PW 23-15

**FOR
PETROLEUM FUELS AND PROPANE
DELIVERY SERVICES**

Director of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

Table of Contents

RFP # PW 23-15

SECTION A. GENERAL MATTERS

1. Summary
2. Issuing Office
3. Silence of Specification
4. Preparation of Proposal
5. Prices Quoted
6. Samples or Brochures
7. Questions and Inquiries
8. Submission Deadline and Instructions
9. Duration of Offer
10. Withdrawal of Proposals
11. Public Inspection of Proposals
12. Changes in Contract Documents
13. Revisions to the RFP
14. Cancellation of the RFP; Rejection of All Proposals
15. Proposal Acceptance; Discussion
16. Disqualification of Bidders
17. Bid Opening
18. Omission of Specifications
19. Incurred Expenses
20. Compliance with Law
21. Acceptance of Terms and Conditions
22. Term
23. Failure to Deliver or Perform
24. Termination of Contract
25. Changes to the Contract
26. Agreement/Contract
27. Contract and Related Data
28. Contract Award
29. Contract Extension
30. Contract Documents
31. Kent County Purchasing Code
32. Termination for Convenience
33. Termination for Cause
34. Non-discrimination
35. Kent County Ethics Ordinance

SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate, politic and a political subdivision of the State of Maryland (the "County") is requesting proposals from qualified bidders for the delivery of petroleum fuels and propane to various county buildings or municipal properties from July 1, 2023 to June 30, 2024, in respect to the Fiscal Year timeline, and in accordance with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL).

2. Issuing Office

Daniel F. Mattson, P.E., C.F.M
Deputy Director of Public Works
709 Morgnec Road
Chestertown, MD 21620

Telephone #: (410) 778-2600
dmattson@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and must include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Samples or brochures may be required by the County for evaluation purposes. They shall be such as to permit the County to compare and determine if the item offered complies with the intent of the specifications.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR

KENT COUNTY – PW 23-15

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear, a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for ninety (90) days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or are known otherwise by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this Request for Proposal become the property of the County.

All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.

22. Term

Any contract(s) resulting from this procurement will be for the stated period referenced therein; however, all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due to the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements.

Should the offeror fail to comply with contract requirements, except for circumstances beyond its control such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

32. Termination for Convenience

Contracts shall remain in effect for the time duration and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons or through any cause, the Contractor fails to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by the Contractor under this Contract shall, at the option of the County, become property of the County. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and of giving any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk of the County Commissioners at 410-778-4600 or can be found online through the County's website at <http://www.kentcounty.com/>.

Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

- a. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form for the Bid Items selected by the County. The County reserves the right to select any combination of Base Bid and Add-Alternate items.
- b. Compliance with specifications.
- c. Compliance with terms of the bid package.
- d. Ability to perform or deliver on time.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the County with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

- a. Pre-Opening Modification or Withdrawal of Bids:
Bids may be modified or withdrawn by written notice received by the Clerk of the County Commissioners before the time and date set for bid opening.
- b. Disposition of Bid Bond:
If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.
- c. Late Bids, Late Withdrawals, and Late Modifications:
Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

NOT REQUIRED FOR THIS CONTRACT.

~~In accordance with the specifications, the selected bidder will be required to furnish a Performance Bond and a Payment Bond, each in an amount of one hundred percent (100%) of the contract price. The successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds, bidders must provide with each bond, a certified and effective dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.~~

11. Substitutions

The material, products, and equipment described in the bidding documents establish a standard of required

18. Default in Contracting

Should the bidder to whom the contract is awarded fail or be unable to execute the contract for any reason within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to determine that the appropriate level of performance has been reached, including invoices for materials already delivered and services already performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed itemization of the items or services included in the invoice, which shall be subject to review by the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within thirty (30) days of delivery or completion (for single service or delivery contracts) by paper or by email. Approved payment shall be made to the contractor within forty-five (45) calendar days of receipt of an acceptable invoice. Invoices shall be mailed or emailed directly to the designated Contract Administrator.

20. Kent County Substance Abuse Policy

The County adopted the "Kent County Government Substance Abuse Policy," a policy to which the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the "Standard Bid Form" whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a "**Certificate of Insurance**" indicating it carries the appropriate insurances in the amount specified in this RFP. Coverages shall be maintained continuously throughout the term of the contract with no lapses in coverage. Unless otherwise specified, coverage levels shall be required as follows:

- a. ~~Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of \$2,000,000.00 per event and \$1,000,000.00 per person.~~ **Not Required**
- b. General Liability - Minimum - \$2,000,000.00 per occurrence.
- c. Workers' Compensation Insurance as required by law.
- d. Comprehensive Liability Insurance with minimum limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.
- e. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract, and for the duration of the contract, in full.
- f. The successful bidder will furnish the County any up-to-date certificates of insurance stating the

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

PETROLEUM FUELS AND PROPANE GASBID SPECIFICATIONS

GENERAL:

1. This project will be broken into four individual contracts, as show later in this section. Each contract will include buildings or properties requiring delivery of petroleum fuels or propane. Bidders may submit prices for one or all contracts. Each contract will be reviewed and awarded individually. Bids must besubmitted on the enclosed bid forms. Bidders shall mark the lower left-hand corner of the sealed envelope "Sealed Bid for PW 23-15: Fuel & Propane".

2. **Prices quoted shall be the delivery charge only for each location using estimated annual quantities as stated. Prices quoted shall not include the price of fuel, only delivery charge per gallon.** Bidders must state the name of supplier and depot location to be used during the contract period. Payment will be based upon rack prices shown in Oil Price Information Service (OPIS) for the time of delivery plus the quoted delivery charge bid. **All invoices must include proof of the OPIS posted rack price or a copy of a letter from the supplier showing the posted rack price at the time of delivery. All invoices must clearly identify facility and department where fuel was delivered.** Any terms on regular-grade 87-octane gasoline, diesel fuel or propane shall not include state or federal tax.

3. Specifically for contract "C" - Propane, bidders are instructed that present tanks and stage regulators at all locations are owned by the County or our present supplier(s). All present tanksand regulators must remain in place. The selected company for this RFP, if other than present supplier, must compensate current owner by either paying the County the fair market value for the tanks and regulators in place or supply them with new tanks and regulators, and deliver same to their designated locations.

4. The successful bidder shall be responsible to ensure that amounts of heating fuel and propane at all County facilities are sufficient to run the heating system throughout the heating season. Failure to do so shall result in cancellation of existing contract(s) and the payment by the contractor of any damages that occurred while heating system(s) were down.

5. Before submitting a bid proposal, bidders shall carefully examine the specifications and other bid documents, shall have the option to visit the various sites prior to the questions deadline (June 6th, 2023), and shall fully inform themselves as to all existing conditions and limitations. Information given verbally is general and it shall be the bidder's responsibility to interpret such and make any necessary corrections when preparing his bid. Please direct all questions or requests for further detail to Daniel F. Mattson, Director of Purchasing for this procurement and Deputy Director of Public Works for Kent County, MD.

6. The supplier shall indemnify, save harmless and defend the County and all of its representatives from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under these contracts, either by the supplier, or their employees, agents or representatives. Please include these clauses in the Certificate of Insurance when submitting a bid.

7. The County Commissioners of Kent County reserve the right to waive any informality in a bid, to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, and to reject the bid of a bidder who is not, in the opinion of the County Commissioners', in

CONTRACT "A" – DIESEL FUEL

ULTRA LOW SULPHUR DIESEL

LOCATION	TANK SIZE	ANNUAL USAGE
Public Works Department County Roads Division 709 Morgnec Road Chestertown, MD	10,000 gal.	80,000 gal.

Billing Address: 709 Morgnec Road, Chestertown, MD 21620

Contact Person: Vickie Quinn 410-778-4252

DYED ULTRA LOW SULPHUR DIESEL

Parks & Recreation Maintenance Facility
10932 Worton Road

Worton, MD	500 gal.	2,000 gal.
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Billing Address: 709 Morgnec Road, Chestertown, MD 21620

Contact Person: Mark Dixon 410-778-390

CONTRACT "C" - PROPANE

LOCATION	TANK SIZE	ANNUAL USAGE
Public Works Complex 709 Morgnec Road Chestertown, MD "Office Heating"	1,000 gallon above ground tank 1st & 2nd stage regulators	5,000 gal.
Public Works Complex 709 Morgnec Road Chestertown, MD Sign Shop	1-500 gallon above ground tank	1,000 gal.
Public Works Complex 709 Morgnec Road Chestertown, MD "Shop Heating"	2-1,000 gallon above ground tanks 2-1st & 2-2nd stage regulators	7,000 gal.

Billing Address: 709 Morgnec Road, Chestertown, MD 21620

Contact Person: Bob Merritt 410-778-7410

Roads Division Rt. 445 Nike Base "Tolchester" Refill liquid tanks	1-500 gallon above ground tank w/LP pump 2-100 lb. liquid tanks	6,000 gal.
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Billing Address: 709 Morgnec Road, Chestertown, MD 21620

Contact Person: Vickie Quinn 410-778-4252

Kent County Court House 103 N. Cross Street Chestertown, MD	3-1,000 gallon above ground tanks 1st & 2nd stage regulators over 12 million BTU	14,000 gal.
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Billing Address: 709 Morgnec Road, Chestertown, MD 21620

Contact Person: Bob Merritt 410-778-7410

Kent County Detention Center Flatland Road Chestertown, MD 21620	1-500 gallon underground tank 1st & 2nd stage regulators	1,400 gal.
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Continued on the next page >>

RFP # PW 23-15
Petroleum Fuels & Propane Delivery
Kent County, MD

CONTRACT "D" – REGULAR-GRADE GASOLINE

LOCATION	TANK SIZE	ANNUAL USAGE
Kent County OES – EMS Lynch Station 1158 Lynch Road Worton, MD 21678	1,000 gal.	2,500 gal.

Billing Address: Office of Emergency Services, 104 Vickers Drive, Unit D, Chestertown, MD 21620

Contact Person: James B. Russum 410-778-3758

End of section

CONTRACT "B"
HEATING OIL

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	= AMOUNT
1. Parks & Rec	\$_____	X	2,000	\$_____
2. Detention Center	\$_____	X	20,000	\$_____
3. EMS Facility	\$_____	X	1,000	\$_____
TOTAL HEATING OIL DELIVERY				\$_____

NAME OF SUPPLIER _____ DEPOT LOCATION _____

RACK PRICE \$ _____ DATE OF RACK PRICE _____

RFP # PW 23-15
Petroleum Fuels & Propane Delivery
Kent County, MD

CONTRACT "D"
GASOLINE

	DELIVERY			
LOCATION	PRICE PER GALLON	X	ANNUAL USAGE	= AMOUNT
1. EMS Facility	\$ _____	X	2,500	\$ _____

TOTAL GASOLINE DELIVERY \$ _____

NAME OF SUPPLIER _____ DEPOT LOCATION _____

RACK PRICE \$ _____ DATE OF RACK PRICE _____

****END OF SECTION****

STANDARD SEALED BID PRICE SHEET
RFP # PW 23-15

To the County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, required by and contained within the Contract Documents, as also described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

PLEASE USE BID FORMS IN SECTION C.

County reserves the right to award the contract to the lowest responsible bidder for any bid item or combination of bid items.

Contractor to begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within sixty (60) calendar days.

Drug Abuse Policy in Effect (Circle One)	YES	NO
Certificate of Insurance attached (Circle One)	YES	NO
Bid Surety Attached (Circle One)	YES	NO
Signature Form executed (Circle One)	YES	NO
Affidavit of Qualification to Bid completed (Circle One)	YES	NO
Non-Collusion Certificate completed (Circle One)	YES	NO

NOT REQUIRED BY THIS CONTRACT.
BID SURETY

~~KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,~~

~~_____ as principal, and
_____ as surety, are hereby
held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, successors and assigns.~~

~~The condition of the above obligation is such that whereas the principal has submitted to the County
Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a
contract in writing, for the _____~~

~~NOW, THEREFORE,~~

~~a) If said BID shall be rejected, or
b) If said BID shall be accepted and the principal shall execute and deliver a contract in the form of Contract
attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful
performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in
connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,
this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of
the obligation as herein stated.~~

~~The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its BOND
shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such
BID, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and
Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate
seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth
above.~~

~~_____
Principal Surety~~

~~By: _____ By: _____~~

~~IMPORTANT: Surety companies executing BONDS must be authorized to transact
business in the State of Maryland.~~

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) _____ and
the duly authorized representative of the firm of (Name of Corporation) _____
_____ whose address is
_____ and that I
possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any)

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides those certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____ Date _____



GENERAL TERMS & CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

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

7. COST & PRICING DATA

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

8. DISPUTES DURING CONTRACT PERFORMANCE

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

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. PROVISIONS

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

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

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

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

17. INDEMNIFICATION

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

24. PAYMENTS

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

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

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

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

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.



Department of Public Works

709 Morgnec Road
Chestertown, MD 21620

(410) 778-2600

Daniel F. Mattson, P.E., C.F.M., Deputy
Director

DMattson@kentgov.org

RFP # PW 23-15: PETROLEUM FUELS AND PROPANE DELIVERY SERVICES

ADDENDUM No. 1

June 6, 2023

THE INFORMATION CONTAINED HEREIN SHALL BE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE ABOVE REFERENCED REQUEST FOR PROPOSALS. IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN ORIGINAL BID DOCUMENTS AND/OR PREVIOUS ADDENDA AND THIS ADDENDUM, INFORMATION CONTAINED IN THIS ADDENDUM SHALL OVERRIDE PREVIOUSLY ISSUED DOCUMENTS.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING THE BOTTOM OF THIS FORM AND INCLUDING THIS ENTIRE DOCUMENT IN THEIR BID FORMS.

BID DUE DATE – THERE IS NO CHANGE TO THE BID DUE DATE PER THE ORIGINAL RFP, WHICH REMAINS **JUNE 13, 2023 AT 10:00 AM**

QUESTION No. 1 **WILL EQUIPMENT BE PROVIDED FOR THE MOTOR CARRIER TO MAKE DELIVERIES OR DOES THE MOTOR CARRIER HAVE TO PROVIDE THE EQUIPMENT FOR DELIVERIES?**

RESPONSE No. 1 *THE MOTOR CARRIER SHALL BE REQUIRED TO PROVIDE ALL NECESSARY EQUIPMENT ASSOCIATED WITH FUEL AND PROPANE DELIVERIES.*

QUESTION No. 2 **IS IT A REQUIREMENT TO BID ON ALL LINE ITEMS LISTED IN THE BID OR DO BIDDERS HAVE THE OPTION TO BID ON SPECIFIC ITEMS?**

RESPONSE No. 2 *THERE IS NO REQUIREMENT TO BID ON ALL LINE ITEMS LISTED IN THE BID. PER SECTION A.28 "THE COUNTY RESERVES THE RIGHT TO AWARD ALL OR ANY OF THE INDIVIDUAL BID ITEMS DEPENDING ON THE LOWEST RESPONSIBLE BID FOR THE BID ITEMS SELECTED."*

QUESTION No. 3 **ARE THE TANKS FOR DIESEL/HEATING OIL/GASOLINE ABOVE GROUND?**

RESPONSE No. 3 *A TOTAL OF THREE (3) TANKS ARE UNDERGROUND. TWO (2) 500-GALLON PROPANE TANKS AT THE KENT COUNTY GOVERNMENT CENTER (400 HIGH STREET, CHESTERTOWN, MD 21620) ARE UNDERGROUND, AND ONE (1) 500-GALLON PROPANE TANK AT THE KENT COUNTY DETENTION CENTER (FLATLAND ROAD, CHESTERTOWN, MD 21620) IS UNDERGROUND. ALL OTHER TANKS ARE ABOVE GROUND.*

QUESTION No. 4 **CAN YOU PROVIDE THE NAME OF THE COMPANY THAT IS CURRENTLY WORKING ON THE REFERENCED CONTRACT?**

RESPONSE No. 4 *DIXIE LAND ENERGY, LLC IS CURRENTLY WORKING UNDER THE CONTRACT FOR DIESEL FUEL, HEATING OIL AND PROPANE, WHILE MOJERE, LLC WORKING UNDER THE CONTRACT FOR GASOLINE. BOTH CONTRACTS EXPIRE ON JUNE 30, 2023.*

QUESTION No. 5 **CAN YOU PROVIDE THE BID TABULATION OF THE COMPANY THAT WON THE CURRENT CONTRACT?**

RESPONSE No. 5 *YES, A COPY OF THE BID TABULATION AND SUMMARY ARE ATTACHED ON THE NEXT TWO PAGES AND HEREBY INCORPORATED INTO THIS ADDENDUM.*



**DEPARTMENT OF
PUBLIC WORKS**

709 Morgnet Road
Chestertown, MD 21620
410-778-2600

Michael S. Moulds, P.E., Director
mmoulds@kentgov.org

Memorandum

To: RFP # ES 23-03 Recipients

From: Mike Moulds, PE, Director of Public Works; Jessica Conner, Procurement Manager

Date: October 18, 2022

Re: Bid Result Summary for RFP # ES 23-03: Bulk Delivery of Gasoline for Emergency Medical Services (EMS) Station

The Department of Public Works in Kent County, MD is posting the results of the Bid Opening performed on Thursday, October 13th, 2022 at 10:00 a.m. regarding a Request for Proposals # ES 23-03: Bulk Delivery of Gasoline for Emergency Medical Services (EMS) Station.

Two (2) bids were received by our office, both vendors/bidders of which attended the Bid Opening. Listed below are the Vendor Names and their Bid Amounts, for public view. For reference, the Total Bid Amount was calculated by multiplying the Delivery Price Per Gallon with the Annual [Average] Usage of 2,500 gallons:

1. Biggs Fuel Company, Inc. – Delivery Price/Gallon \$3.12 = Total Bid Amount \$7,800.00
2. Mojere, LLC – Delivery Price/Gallon \$1.00 = Total Bid Amount \$2,500.00

All bids are being thoroughly evaluated and ranked. Once a final decision has been made by the hiring office, a contract will be initiated with the chosen vendor in accordance with the General Terms and Conditions Between County and Contractor.

Thank you for your bid submissions!

EXHIBIT B

KENT COUNTY - PETROLEUM FUELS AND PROPANE
BID FORMS

Proposal for providing petroleum fuels to Kent County at various locations.

The undersigned proposes to furnish all labor, materials and equipment necessary to perform the work specified in the bid documents for the following delivery prices (rack price not included) at the time of delivery.

CONTRACT "A"
DIESEL FUEL

DELIVERY				
LOCATION	PRICE PER GALLON	X	ANNUAL USAGE	= AMOUNT
1. County Roads Div.	\$ <u>.07</u>	X	80,000	\$ <u>5,600.00</u>
2. Parks & Recreation	\$ <u>.2495</u>	X	2,000	\$ <u>499.00</u>
TOTAL DIESEL FUEL DELIVERY				\$ <u>6,099.00</u>

NAME OF SUPPLIER Sumoco Unbranded DEPOT LOCATION Twin Oaks Aston PA

RACK PRICE \$ 2.2880 DATE OF RACK PRICE 5-31-23

CONTRACT "B"
HEATING OIL

LOCATION	DELIVERY		ANNUAL USAGE	= AMOUNT
	PRICE PER GALLON	X		
1. Parks & Rec	\$ <u>.2495</u>	X	2,000	\$ <u>499.00</u>
2. Detention Center	\$ <u>.0975</u>	X	20,000	\$ <u>1,950.00</u>
3. EMS Facility	\$ <u>.2495</u>	X	1,000	\$ <u>249.50</u>
TOTAL HEATING OIL DELIVERY				\$ <u>2698.50</u>

NAME OF SUPPLIER Lincoln Industrial DEPOT LOCATION Twin Oaks Aston PA

RACK PRICE \$ 2.1288 DATE OF RACK PRICE 5-31-23

CONTRACT "C"
PROPANE

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	=AMOUNT
1a. Kent County Public Works "Office"	\$ <u>.5900</u>	X	5,000	\$ <u>2,950.00</u>
1b. Kent County Public Works Sign Shop	\$ <u>.5900</u>	X	1,000	\$ <u>590.00</u>
1c. Kent County Public Works "Shop"	\$ <u>.5900</u>	X	7,000	\$ <u>4,130.00</u>
1d. Kent County Public Works-Roads Div (LP Pump)	\$ <u>.5900</u>	X	6,000	\$ <u>3540.00</u>
2. Kent County Court House	\$ <u>.5900</u>	X	14,000	\$ <u>8260.00</u>
3. Kent County Detention Center	\$ <u>.5900</u>	X	1,400	\$ <u>826.00</u>
4. Kent County Govt. Center	\$ <u>.5900</u>	X	4,000	\$ <u>2,360.00</u>
5. Parks and Rec. Maintenance Facility		X	2,000	\$ <u>1,180.00</u>

TOTAL PROPANE DELIVERY \$ 23,836.00

NAME OF SUPPLIER Kiros DEPOT LOCATION MT Belvue

RACK PRICE \$ 1,711.875 DATE OF RACK PRICE 5-31-23

RFP # PW 23-15
Petroleum Fuels & Propane Delivery
Kent County, MD

CONTRACT "D"
GASOLINE

LOCATION	DELIVERY PRICE PER GALLON	X	ANNUAL USAGE	= AMOUNT
1. EMS Facility	\$ <u>.2495</u>	X	2,500	\$ <u>623.75</u>

TOTAL GASOLINE DELIVERY \$ 623.75

NAME OF SUPPLIER Sumco/Unbranded DEPOT LOCATION Wilmington, DE

RACK PRICE \$ 2.4890 DATE OF RACK PRICE 5-31-23

END OF SECTION

RFP # PW 23-15
Petroleum Fuels & Propane Delivery
Kent County, MD

STANDARD SEALED BID FORM

RFP # PW 23-15

BIDDER: Dixie Land Energy LLC

AGENT (TYPED): Basil Stephen Perry Jr.

FIRM NAME: Dixie Land Energy LLC

ADDRESS: 281 E Main Street

Rising Sun MD 21911

TELEPHONE: 443-414-4940

EMAIL: K.Falco@dixielandenergy.com

Submitted by: Basil Stephen Perry Jr.
(Signature of authorized agent above)

On May, the 31 day of May 2023.

Accepted by:

Daniel F. Mattson
Daniel F. Mattson, P.E., C.F.M.,
by Authority of the County Commissioners

ATTEST:

[Signature]

DATE 6/13/23

RFP # PW 23-15
Petroleum Fuels & Propane Delivery
Kent County, MD

STANDARD SEALED BID PRICE SHEET
RFP # PW 23-15

To the County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, required by and contained within the Contract Documents, as also described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

PLEASE USE BID FORMS IN SECTION C.

County reserves the right to award the contract to the lowest responsible bidder for any bid item or combination of bid items.

Contractor to begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within sixty (60) calendar days.

Drug Abuse Policy in Effect (Circle One)	<u>YES</u>	NO
Certificate of Insurance attached (Circle One)	<u>YES</u>	NO
Bid Surety Attached (Circle One)	<u>YES</u>	NO
Signature Form executed (Circle One)	<u>YES</u>	NO
Affidavit of Qualification to Bid completed (Circle One)	<u>YES</u>	NO
Non-Collusion Certificate completed (Circle One)	<u>YES</u>	NO

NOT REQUIRED BY THIS CONTRACT.
~~BID SURETY~~

~~KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,~~

~~_____ as principal, and
_____ as surety, are hereby
held and firmly bound unto the County Commissioners of Kent County AS OWNER in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, successors and assigns.~~

~~The condition of the above obligation is such that whereas the principal has submitted to the County
Commissioners of Kent County a certain BID, attached hereto and hereby made a part of hereof to enter into a
contract in writing, for the _____~~

~~NOW, THEREFORE,~~

- ~~a) If said BID shall be rejected, or
b) If said BID shall be accepted and the principal shall execute and deliver a contract in the form of Contract
attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful
performance of said contract, and for the payment of all persons performing labor, furnishings, materials, in
connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,
this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of
the obligation as herein stated.~~

~~The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its BOND
shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such
BID, and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and
Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate
seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth
above.~~

Principal

Surety

By: _____ By: _____

IMPORTANT: Surety companies executing BONDS must be authorized to transact
business in the State of Maryland.

SIGNATURE FORM

NAME OF BIDDER: Dixie Land Energy LLC

SIGNATURE OF AUTHORIZED PERSON: Basil Stephen Perry Jr.

PRINT AUTHORIZED PERSON: Basil Stephen Perry Jr.

TITLE OF AUTHORIZED PERSON: President

STREET NAME AND NUMBER: 281 E Main Street

CITY, STATE, ZIP CODE: Rising Sun MD 21911

TELEPHONE NUMBER: 443-414-4940 888-517-3680

E-MAIL Kfalco@dixielandenergy.com

DATE: 5-31-23

BIDDERS FEDERAL EMPLOYER IDENTIFICATION NO. 13-4209434

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

MD Motor Fuels 30056 Class S

MD Class B 10208

MD 125247 Motor Fuel

Gas Fitters MD 100429

MD HVAC 6007746

MD Special Fuels Permit Exempt Cert.

A 321190

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) President Basil Stephen Kary Jr. and
the duly authorized representative of the firm of (Name of Corporation) _____

Dixie Land Energy LLC whose address is
281 E Main Street Rising Sun MD 21911 and that I

possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State, have been convicted of, or have pleaded no contender to a charge of, or having during the course of an official investigation or other proceeding, admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if any)

none

I acknowledge that this affidavit is to be furnished to the County Attorney for the County Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County Commissioners of Kent County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides those certain persons who have been convicted of, or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature Basil Stephen Kary Jr. Date 5-31-23

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the President Basil Stephen Perry Jr.
(Title)

and the duly authorized representative of the firm of Dixie Land Energy LLC

whose address is 281 E Main Street

Rising Sun MD 21911

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

5-31-23
Date

Basil Stephen Perry Jr.
Signature

5-31-23
Date

Basil Stephen Perry Jr.
Print Name or Type



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Richardson Insurance Group, LLC 117 Church Lane Second Fl Hunt Valley MD 21030		CONTACT NAME: Steven McAndrew PHONE (A/C, No, Ext): 410-666-4419 FAX (A/C, No): E-MAIL ADDRESS: StevenM@richardsoninsgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: BBSI	
		INSURER B: GuldeOne Insurance Company	
		INSURER C: Certain Underwriters At Lloyds of London	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1039089605**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		62P100815-03	5/26/2023	5/26/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		62P100815-03	5/26/2023	5/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		23*UKPCB2300025-301133*00	5/26/2023	5/26/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WCUC49111927	5/26/2023	5/26/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
B	Hired Physical Damage		62P100815-03	5/26/2023	5/26/2024	\$200,000 Limit \$100/\$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Director of Public Works
709 Morgnec Road
Chestertown MD 21620

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Dixie Land Energy, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

281 East Main Street, PO Box 459

Requester's name and address (optional)

6 City, state, and ZIP code

Rising Sun, MD 21911

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

1 3 - 4 2 0 9 4 3 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Batista

Date ► 1-1-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Department of Public Works

709 Morgnec Road

Chestertown, MD 21620

(410) 778-2600

Daniel F. Mattson, P.E., C.F.M., Deputy

Director

DMattson@kentgov.org

RFP # PW 23-15: PETROLEUM FUELS AND PROPANE DELIVERY SERVICES

ADDENDUM No. 1

June 6, 2023

THE INFORMATION CONTAINED HEREIN SHALL BE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE ABOVE REFERENCED REQUEST FOR PROPOSALS. IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN ORIGINAL BID DOCUMENTS AND/OR PREVIOUS ADDENDA AND THIS ADDENDUM, INFORMATION CONTAINED IN THIS ADDENDUM SHALL OVERRIDE PREVIOUSLY ISSUED DOCUMENTS.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING THE BOTTOM OF THIS FORM AND INCLUDING THIS ENTIRE DOCUMENT IN THEIR BID FORMS.

BID DUE DATE – THERE IS NO CHANGE TO THE BID DUE DATE PER THE ORIGINAL RFP, WHICH REMAINS **JUNE 13, 2023 AT 10:00 AM**

QUESTION No. 1 WILL EQUIPMENT BE PROVIDED FOR THE MOTOR CARRIER TO MAKE DELIVERIES OR DOES THE MOTOR CARRIER HAVE TO PROVIDE THE EQUIPMENT FOR DELIVERIES?

RESPONSE No. 1 *THE MOTOR CARRIER SHALL BE REQUIRED TO PROVIDE ALL NECESSARY EQUIPMENT ASSOCIATED WITH FUEL AND PROPANE DELIVERIES.*

QUESTION No. 2 IS IT A REQUIREMENT TO BID ON ALL LINE ITEMS LISTED IN THE BID OR DO BIDDERS HAVE THE OPTION TO BID ON SPECIFIC ITEMS?

RESPONSE No. 2 *THERE IS NO REQUIREMENT TO BID ON ALL LINE ITEMS LISTED IN THE BID. PER SECTION A.28 "THE COUNTY RESERVES THE RIGHT TO AWARD ALL OR ANY OF THE INDIVIDUAL BID ITEMS DEPENDING ON THE LOWEST RESPONSIBLE BID FOR THE BID ITEMS SELECTED."*

QUESTION No. 3 ARE THE TANKS FOR DIESEL/HEATING OIL/GASOLINE ABOVE GROUND?

RESPONSE No. 3 *A TOTAL OF THREE (3) TANKS ARE UNDERGROUND. TWO (2) 500-GALLON PROPANE TANKS AT THE KENT COUNTY GOVERNMENT CENTER (400 HIGH STREET, CHESTERTOWN, MD 21620) ARE UNDERGROUND, AND ONE (1) 500-GALLON PROPANE TANK AT THE KENT COUNTY DETENTION CENTER (FLATLAND ROAD, CHESTERTOWN, MD 21620) IS UNDERGROUND. ALL OTHER TANKS ARE ABOVE GROUND.*

QUESTION No. 4 CAN YOU PROVIDE THE NAME OF THE COMPANY THAT IS CURRENTLY WORKING ON THE REFERENCED CONTRACT?

RESPONSE No. 4 *DIXIE LAND ENERGY, LLC IS CURRENTLY WORKING UNDER THE CONTRACT FOR DIESEL FUEL, HEATING OIL AND PROPANE, WHILE MOJERE, LLC WORKING UNDER THE CONTRACT FOR GASOLINE. BOTH CONTRACTS EXPIRE ON JUNE 30, 2023.*

QUESTION No. 5 CAN YOU PROVIDE THE BID TABULATION OF THE COMPANY THAT WON THE CURRENT CONTRACT?

RESPONSE No. 5 *YES, A COPY OF THE BID TABULATION AND SUMMARY ARE ATTACHED ON THE NEXT TWO PAGES AND HEREBY INCORPORATED INTO THIS ADDENDUM.*

ATTACHMENT NO. 1

KENT COUNTY
FY 23 PETROLEUM FUELS AND PROPANE
BID TABULATION
10:00 a.m. May 25, 2022

BIDDERS	TRI-GAS & OIL CO.	DIXIE LAND ENERGY, LLC.	.
---------	----------------------	----------------------------	---

CONTRACTS	DELIVERY CHARGES/GAL
"A" DIESEL	

1. Co. Roads	\$0.1384	\$0.0700
2. Parks & Rec.	\$0.4500	\$0.2695
Rack Price	\$3.9555	\$4.6742

"B" #2 HEATING OIL

1. Parks & Rec.	\$0.4500	\$0.2695
2. Detention Ctr.	\$0.1384	\$0.0975
3. EMS Facility	\$0.4500	\$0.2695
Rack Price	\$3.6805	\$4.7798

"C" PROPANE – PUBLIC WORKS, COURT HOUSE, DET. CTR. & GOV. CTR.

1. All Locations	\$1.5000	\$0.5900
Rack Price	\$1.2088	\$1.2950

Low bids for delivery highlighted at each location.



**DEPARTMENT OF
PUBLIC WORKS**

709 Morgnac Road
Chestertown, MD 21620
410-778-2600
Michael S. Moulds, P.E., Director
mmoulds@kentgov.org

Memorandum

To: RFP # ES 23-03 Recipients

From: Mike Moulds, PE, Director of Public Works; Jessica Conner, Procurement Manager

Date: October 18, 2022

Re: Bid Result Summary for RFP # ES 23-03: Bulk Delivery of Gasoline for Emergency Medical Services (EMS) Station

The Department of Public Works in Kent County, MD is posting the results of the Bid Opening performed on Thursday, October 13th, 2022 at 10:00 a.m. regarding a Request for Proposals # ES 23-03: Bulk Delivery of Gasoline for Emergency Medical Services (EMS) Station.

Two (2) bids were received by our office, both vendors/bidders of which attended the Bid Opening. Listed below are the Vendor Names and their Bid Amounts, for public view. For reference, the Total Bid Amount was calculated by multiplying the Delivery Price Per Gallon with the Annual [Average] Usage of 2,500 gallons:

1. Biggs Fuel Company, Inc. – Delivery Price/Gallon \$3.12 = Total Bid Amount \$7,800.00
2. Mojere, LLC – Delivery Price/Gallon \$1.00 = Total Bid Amount \$2,500.00

All bids are being thoroughly evaluated and ranked. Once a final decision has been made by the hiring office, a contract will be initiated with the chosen vendor in accordance with the General Terms and Conditions Between County and Contractor.

Thank you for your bid submissions!

END OF ADDENDUM

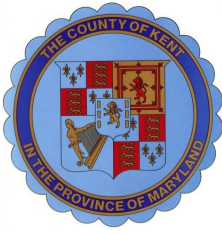
I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND AGREE TO CONSIDER THE INFORMATION STATED WHEN SUBMITTING MY SEALED BID TO THIS REQUEST FOR PROPOSAL.

Basil Stephen Kuyser
PRINT NAME (CLEARLY)

[Signature]
SIGNATURE

Dixiehad Energy LLC
COMPANY/CONTRACTOR NAME

6-16-23
DATE



**Timothy and Carolyn Shepke
6/27/2023
County Commissioners Meeting**

Item Summary:

Fee Waiver Request

ATTACHMENTS:

Description

Finance Memo on Precedent



To: County Commissioners
From: Pat Merritt
Date: 6/23/23
Subject: Waiving Tax Sale Property Costs

Memorandum

Below are some points to consider regarding the request from Timothy and Carolyn Shepke to waive taxes related to a tax sale property.

- There is one precedent to this situation. In January of 2020 we had a similar request, and the decision was made to waive the County and Lien interest, which accounted for 47% of the total tax sale purchase price. See attached minutes and schedules.
- The total tax sale price on the property the Shepke's are inquiring about is \$16,434.66 broken down below. If we waived the County interest and lien interest, the cost would be \$7,995.54.
 - \$ 6,403.44 - County Tax
 - 8,169.81 - County Interest
 - 702.24 - State Tax
 - 539.02 - State Interest
 - 350.84 - Tax Sale Fees
 - 269.31 - Lien Interest
- If we waive any of the County taxes, interest, or fees, the Shepke's would still have to follow the tax sale process to foreclose the right of redemption through the court system. They could purchase the lien immediately, but could not start the court process until November.
- The property owners could come forward and redeem the property at any time prior to the issuance of the foreclosure of the right of redemption at the reduced amount.

Churn Creek Land Associates LLC
#03-006492 TAX SALE CERT 20230072

Tax Year	County Base Tax	County Interest	State Base Tax	State Interest	Tax Sale Fees	Tax Sale Purchase Amount
2011	\$613.20	\$1,342.91	\$67.20	\$82.66		\$2,105.97
2012	\$613.20	\$1,232.63	\$67.20	\$74.59		\$1,987.62
2013	\$613.20	\$1,122.16	\$67.20	\$66.53		\$1,869.09
2014	\$613.20	\$1,011.78	\$67.20	\$58.46	\$26.50	\$1,777.14
2015	\$505.89	\$743.66	\$55.44	\$41.58	\$60.00	\$1,406.57
2016	\$505.89	\$652.60	\$55.44	\$51.00	\$62.08	\$1,327.01
2017	\$505.89	\$561.54	\$55.44	\$44.35	\$55.43	\$1,222.65
2018	\$505.89	\$470.48	\$55.44	\$37.70	\$57.30	\$1,126.81
2019	\$505.89	\$379.42	\$55.44	\$31.05		\$971.80
2020	\$505.89	\$288.36	\$55.44	\$24.39	\$24.13	\$898.21
2021	\$459.90	\$227.65	\$50.40	\$16.63	\$29.77	\$784.35
2022	\$455.40	\$136.62	\$50.40	\$10.08	\$35.63	\$688.13
TOTALS	\$6,403.44	\$8,169.81	\$702.24	\$539.02	\$350.84	\$16,165.35
TOTAL LIEN INTEREST DUE TO COUNTY						269.31
TOTAL OVER THE COUNTER CERTIFICATE PURCHASE						\$16,434.66
WAIVE COUNTY INTEREST ON TAX						(8,169.81)
WAIVE COUNTY LIEN INTEREST						(269.31)
TOTAL DUE TO PURCHASE CERTIFICATE						\$7,995.54

\$50.00 as it has not been increased since 2006. On motion by Commissioner Fithian and seconded by Commissioner Jacob, the Commissioners by majority, approved increasing the Sewer and Water Connection Permit fee to \$50.00. Commissioner Mason opposed.

Commissioner Jacob excused himself from the meeting at 11:35 a.m.

DETENTION CENTER

Herbert Dennis, Warden, Detention Center, presented a service agreement for Jailcraft, Inc. for service repair and maintenance of security doors and locks at the Kent County Detention Center. The former provider no longer provides service and repairs to the locks. Warden Dennis explained that due to the type of the services needed, Jailcraft, Inc., is the sole source vendor. On motion by Commissioner Fithian and seconded by Commissioner Mason, the Commissioners by majority approved a twelve-month service agreement with Jailcraft, Inc., in an amount not to exceed \$15,744.00.

Warden Dennis presented the Local Re-Entry Program Memorandum of Understanding with the Department of Public Safety and Correctional Services to establish the terms and conditions under which inmates may be transferred from State Correctional facilities to County facilities for re-entry services or other pre-release programming to assist in their transition into the community. The State shall pay the County \$45.00 per day that a State inmate is confined in a County facility. On motion by Commissioner Fithian and seconded by Commissioner Mason, the Commissioners by majority approved the Local Re-Entry Program Memorandum of Understanding with the Department of Public Safety and Correctional Services.

TOURISM

Bernadette Bowman, Director, and Jana Carter, Assistant Director, Tourism, presented a request to reappoint two members to the Tourism Development Advisory Board to serve another term. On motion by Commissioner Fithian and seconded by Commissioner Mason, the Commissioners by majority reappointed Sandy Scott and Suzanne Einstein for three-year terms ending December 31, 2022.

Ms. Bowman and Ms. Carter provided a brief departmental overview. Tourism overall has increased in Kent County. Over a three-year period, there has been a steady increase of tourism. \$63.2 million was spent on visitor expenditures in 2018.

OFFICE OF FINANCE

Patricia Merritt, Chief Finance Officer, Office of Finance, presented a request to purchase a tax sale property. Property 03-015572 has been on the tax sale list since 2011. During that time no one has purchased the property and the outstanding taxes and fees have risen to \$12,614.16. The property is 2.0 acres and is currently assessed at \$67,000.00. A citizen who owns the adjoining property is interested in purchasing this property and asked if the County

would be willing to waive the County interest. If the County interest is waived, the sale price of the property would be \$6,721.34. This price would include the payment of the County Taxes, State Taxes, and State Interest and Tax Sale Fees. After much discussion, the Commissioners tabled a decision.

INFORMATION TECHNOLOGY

Scott Boone, Director, Information Technology, presented the Master Service Agreement between Kent County Government and ThinkBig Networks, LLC for the Golts Grant Fiber Project. As part of Kent County's response to the Request for Interest, the County required the Internet Service Provider (ISP) ThinkBig Networks, LLC to make one, twelve count bundle of fiber available to the County for any future public service offerings along the construction build on Bradford Johnson Road. On motion by Commissioner Fithian and seconded by Commissioner Mason, the Commissioners by majority approved the Master Service Agreement as submitted.

ENVIRONMENTAL OPERATIONS

Marty Holden, Division Chief, Environmental Operations Division, provided the Commissioners with an overview of the FY2019 Public Landings and Facilities Annual Report. The report highlights current, completed, and future projects. Revenues and expenses, and grant requests were summarized.

PUBLIC WORKS

Mr. Moulds, on behalf of the Roads Division, presented an Agreement with Bloomingneck Farm Trust granting the County exclusive rights to purchase and mine gravel from a pit located on Bloomingneck Farm. Since August 1987 the County has had an agreement with Bloomingneck Farm Trust, which allows the Roads Division to purchase gravel for road maintenance at a substantial lower cost. On motion by Commissioner Fithian and seconded by Commissioner Mason, the Commissioners by majority approved the Agreement with Bloomingneck Farm Trust, for three years, to purchase and mine gravel at \$10.00 per truck load.

Mr. Moulds, on behalf the Engineering Division, presented a request to award Bid No. BM 20-06 Building Modification Security Upgrades to Kent County Government Center at 400 High Street. Modifications to the entrance area of the Kent County Government Center are needed to accommodate the installation of a metal detector and x-ray security equipment, in addition to a work area for security personnel. KRM Construction Company, LLC, was the lowest responsive bidder with a bid amount of \$55,635.00. On motion by Commissioner Fithian and seconded by Commissioner Mason, the Commissioners by majority approved Bid No. BM 20-06, Building Modification Security Upgrades to Kent County Government Center, 400 High Street, to KRM Construction Company, LLC, not to exceed \$55,635.00.

Mr. Moulds, on behalf of the Environmental Operations Division, presented Resolution 2020-02 to Authorize the Director of Public Works to Apply for a Department of Agriculture

Jamie Williams, Director, Economic Development; Jim Luff, Chair and Dick Story, Member, Economic Development Commission, presented a request to update the Economic Development Strategic Plan. Ms. Williams outlined the involvement of strategic planning, the importance of planning, areas to focus on, the mission, goals, and objectives. The estimated time to complete the update will be from February to August. Once the plan has been completed, it will be presented to the Commissioners for their consideration.

Ms. Williams summarized Senate Bill 0397, Sales and Use Tax and Personal Property Tax - Exemptions - Data Centers and requested letters of support for the bill. Kent County is moving this Bill forward in the Maryland legislature, it will enable data centers to use sales and use tax and personal property tax exemption at the State level. Senate Bill 0397 will be heard on February 12, 2020. On motion by Commissioner Fithian and seconded by Commissioner Jacob, the Commissioners unanimously approved the request. The Commissioners signed letters of support to the Budget and Taxation Committee Chair, Guy Guzzone; Senator Hershey and Delegates Jacobs, Arentz, and Ghrist, and Senator Hershey.

OFFICE OF FINANCE

Patricia Merritt, Chief Finance Officer, Office of Finance, presented the FY2021 Proposed Budget Calendar to the Commissioners.

Ms. Merritt presented a request to purchase a tax sale property. Property 03-015572 was discussed at the January 21st meeting and a decision was made to table the request. On motion by Commissioner Fithian and seconded by Commissioner Jacob, the Commissioners unanimously approved the selling of property 03-015572 for \$6,721.34 to the interested buyer.

Ms. Merritt reviewed the cumulative local income tax distributions, tax returns processed, income tax summary, County income tax rates, tax year estimates, fiscal year estimates, and distribution cycle for tax year 2018.

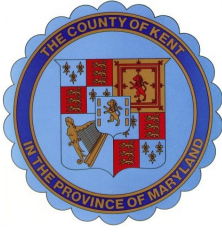
Ms. Merritt reviewed the financial statements as of December 31, 2019. Ms. Merritt highlighted the favorable and unfavorable totals in revenue and expenditures for the General Fund, Water and Wastewater, and Capital Projects.

COUNTY ADMINISTRATOR

Shelley L. Heller, County Administrator, reviewed a correspondence dated January 14, 2020, from Cindy Stone, Director, Community Development Programs. The Maryland Department of Housing and Community Development reported five Maryland Community Development Block Grants (CDBG) were reviewed and can be closed out. Close Out Agreements for Grant Nos. MD-05-CD-23 Kent Center, MD-07-CD-26 Housing Improvement, MD-14-CD-27 Housing Rehabilitation, MD-11-CD-29 Housing Rehabilitation, and MD-11RL-1 SOS-Job Readiness, were signed by Commissioner Mason on January 24, 2020.

LINCOLN COUNTY LAND & CATTLE COMPANY
03-015572
OVER THE COUNTER TAX SALE CERTIFICATE 20190067

TAX YEAR	COUNTY BASE TAX	COUNTY INTEREST	STATE BASE TAX	STATE INTEREST	TAX SALE FEES	TAX SALE PURCHASE AMOUNT
2011	685.76	1,068.71	75.15	78.16		1,907.78
2012	685.76	946.35	75.15	69.14		1,776.40
2013	685.76	822.91	75.15	60.12		1,643.94
2014	685.76	699.48	75.15	51.10	26.50	1,537.99
2015	685.76	576.04	75.15	42.08	60.00	1,439.03
2016	685.76	452.60	75.15	33.07	62.08	1,308.66
2017	685.76	329.16	75.15	24.05	55.43	1,169.55
2018	685.76	205.73	75.15	15.03	57.30	1,038.97
TOTALS	5,486.08	5,100.98	601.20	372.75	261.31	11,822.32
TOTAL LIEN INTEREST DUE TO COUNTY						791.84
TOTAL OVER THE COUNTER CERTIFICATE PURCHASE						12,614.16
WAIVE COUNTY INTEREST ON TAX						(5,100.98)
WAIVE COUNTY LIEN INTEREST						(791.84)
TOTAL DUE TO PURCHASE CERTIFICATE						6,721.34



Bill Webb, Health Officer, Kent County Health Department
6/27/2023
County Commissioners Meeting

Item Summary:

FY2024 Core Public Health Services Funding Agreement

ATTACHMENTS:

Description

06.27.23 Maryland Department of Health and Kent County FY2024 Core Public Health Services Funding Agreement

Core Public Health Services Funding Agreement
July 1, 2023 through June 30, 2024

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		\$2,550,916	
Additional State dollars for Core (COLA adjustment)			
Subtotal - State Share of match			\$2,550,916
Total STATE funds			\$2,550,916

- (b) Kent County shall provide funds as follows:

Match Percentage (%) LOCAL	30.6361%		
Required Match (local funds required for match)		\$1,126,668	
100% Local funds eligible for match (beyond match requirement)			
Subtotal		\$1,126,668	
100% Local funds (LHD) not eligible for match		\$225,770	
Total LOCAL funds			\$1,352,438
Total Funds			\$3,903,354

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

_____ No
(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
(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.

(yes or no)

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

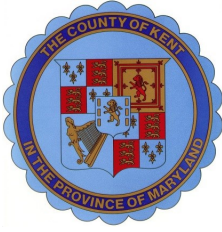
(yes or no)

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: 6/23/23 Will W. D.
(Local Health Officer)

Date: 06/27/23 Ronnie Zeltman
(Local Executive Authority)



Gail Webb Owings, Executive Director, Eastern Shore Heritage, Inc.
6/27/2023
County Commissioners Meeting

Item Summary:

Letter of Support Request

ATTACHMENTS:

Description

06.27.23 Ariane Hofstedt, Maryland Heritage Areas Authority for Eastern Shore Heritage, Inc., Support Letter



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

June 27, 2023

Ariane Hofstedt, Administrator
Maryland Heritage Areas Authority
Maryland Historic Trust
100 Community Place, 3rd Floor
Crownsville, MD 21032-2023

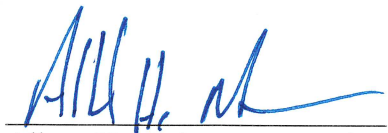
RE: Support – Management Grant Application and Mini-Grant Block Grant for Eastern Shore Heritage, Inc.

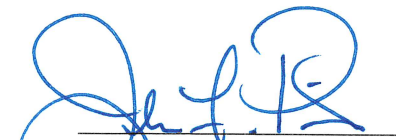
Dear Ms. Hofstedt:

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

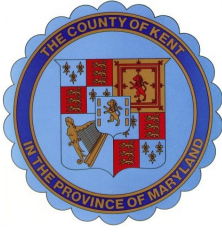

Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

KCC/tlt

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



Deputy Secretary Bryan Mroz, Maryland Department of Health
6/27/2023
County Commissioners Meeting

Item Summary:

Thank You Letter

ATTACHMENTS:

Description

06.27.23 Deputy Secretary Bryan Mroz, Maryland Department of Health Thank You Letter re Service Expansion at Upper Shore Community Mental Health Campus



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

June 27, 2023

Deputy Secretary Bryan Mroz
Maryland Department of Health
201 West Preston Street
Baltimore, MD 21201

RE: Service Expansion at Upper Shore Community Mental Health Campus

Dear Deputy Secretary Mroz:

The County Commissioners of Kent County would like to thank you for coming to Chestertown on May 5, 2023, to discuss the future of the Upper Shore Community Mental Health Center. We are extremely grateful that Governor Moore recognizes the value of the Upper Shore facility to the region and has chosen to invest \$4 Million in capital funds to renovate the campus.

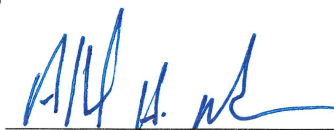
County Leadership would like to initiate a planning collaborative with the Department of Health to expand services in Chestertown. From the evidence presented, we believe the region would benefit from a Residential Treatment Center (RTC) for Children and Adolescents.

We are writing to solicit the Department's expertise and leadership to continue with planning and the implementation phase for RTC services at this existing facility. The space vacated by the Department of Juvenile Services presents an immediate and unique opportunity to serve our vulnerable children, who desperately need such a resource.

As elected officials, we seek to improve the lives of our constituents and their families. We do not have the experience or reach of the Maryland Department of Health in matters of behavioral health services. We would like to establish a partnership with you and our Upper Shore county colleagues to continue moving this initiative forward. We seek your input on how the Counties of the Eastern Shore can most effectively help you develop an RTC program and maximize other services available at this Upper Shore campus.

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

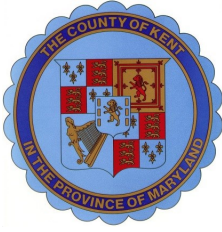

Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Cc: James J. Moran, Queen Anne's Commission President
Travis Breeding, Caroline County Commission President
Jackie Gregory, Cecil County Council President

George Pfeffer Jr., Dorchester County Council President
Chuck Callahan, Talbot County Council President
Senator Steven Hershey
Delegate Jay Jacobs
Delegate Steve Arentz
Delegate Jeff Ghrist



Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
6/27/2023
County Commissioners Meeting

Item Summary:

License Modification Application

ATTACHMENTS:

Description

06.27.23 KATE License Update, Chestertown Natural Foods LLC



Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector
Date: June 27, 2023
Subject: License No. 4771 Chestertown Natural Foods, LLC

Memorandum

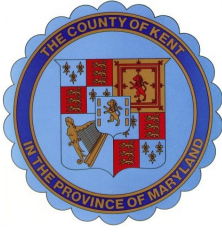
The proposed change adds Charles A. Watterson as a member of Chestertown Natural Foods. Mr. Watterson replaces Henry Gruber who passed away on April 3, 2023. Mr. Gruber was the Kent County qualifier. The 2023/2024 renewal application was approved contingent upon finding a suitable replacement.

Explanation:

The Kent County Qualifier must be a resident of Kent County at the time of filing the application and remain a resident for the duration of the time the license is in effect. Legal documentation is required that demonstrates the Qualifier(s) financial interest in the business entity.

The proper documentation has been received and Mr. Watterson has met the requirements to be added to the license. Staff recommends approval.

This transaction will be recorded in the monthly report of retail license activity required by the Comptroller of Maryland, Field Enforcement Division.



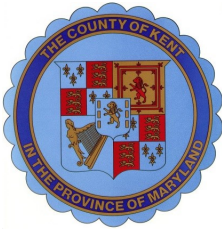
Bonnie S. Pearsall, Inspector, Kent Alcohol and Tobacco Enforcement
6/27/2023
County Commissioners Meeting

Item Summary:

Tobacco Compliance Check Violation Referral

ATTACHMENTS:

Description



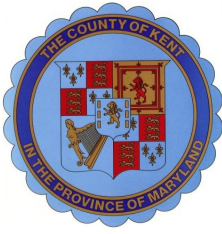
Economic and Tourism Development Commission
6/27/2023
County Commissioners Meeting

Item Summary:

Letter of Appointment

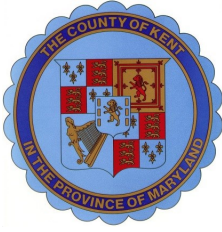
ATTACHMENTS:

Description



**Planning Commission
6/27/2023
County Commissioners Meeting**

ATTACHMENTS:
Description



Procedures For Public Comment 6/27/2023 County Commissioners Meeting

ATTACHMENTS:

Description

06.27.23 Public Comments Sign In Sheet

Press and Public Comments

**PUBLIC COMMENTS
SIGN IN SHEET
June 27, 2023**

NAME (please print)	ADDRESS	TOPIC
John R. Massey	100 E Campbell Ave Chattanooga, TN	General
Mike WAAL	8640 Park Dr C. Town	Kirkman Aug update on Funding?

Press and Public Comments

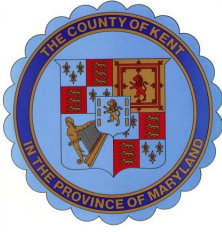
Time is allotted at the beginning and end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided The Public Comment sign-up sheet is located on the table inside the meeting room.

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



**Carolyn Sorge, Chair, Commission On Aging
6/27/2023
County Commissioners Meeting**

Item Summary:

Thank You Letter

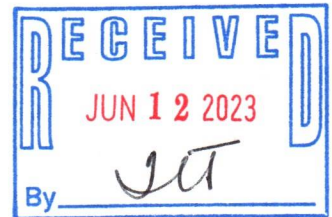
ATTACHMENTS:

Description

06.27.23 Kent County Commission On Aging Thank you letter

KENT COUNTY COMMISSION ON AGING

400 High Street
Chestertown, Maryland 21620



June 7, 2023

County Commissioners of Kent County, Maryland
400 High St.
Chestertown, Maryland 21620

Dear Commissioners Fithian, Nickerson and Price

We, the members of the Kent County Commission on Aging, offer our sincere thanks for your decision to increase the funding for Upper Shore Aging in your budget. This increase will help Upper Shore Aging to continue to provide many valuable services to underserved senior citizens in Kent County. With your support, the senior citizens will continue to benefit from services such as Meals on Wheels and other meal services, Senior Care Services, and many other services critical to helping senior citizens continue to live in the community.

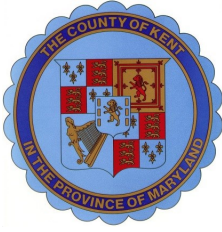
We all appreciate your tireless efforts to make Kent County a great place to live.

Sincerely,

Carolyn Sorge, Chair
Kent County Commission of Aging

Members:

Muriel Cole, Co- Chair
Wayne Benjamin, Treasurer
Dal Holmes, Secretary
Phil Cicconi
Nancy Connolly
Denise Groppe
Olythea Hunley
Erlena Linthicum
Mary Etta Reedy
Kathy Staples
Darlene Stouts
Bill Trainor



Maryland Department of Agriculture, Office of Plant Industries and Pest Management

6/27/2023

County Commissioners Meeting

Item Summary:

2022 Spongy Moth Survey Report

ATTACHMENTS:

Description

06.20.23 Maryland Department of Agriculture, Office of Plant Industries and Pest Management 2022 Spongy Moth Report

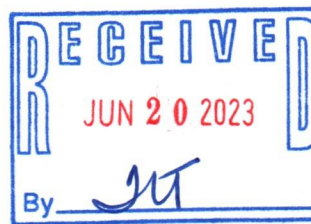


Maryland
Department of Agriculture

Office of Plant Industries and Pest Management

Wes Moore, Governor
Aruna Miller, Lt. Governor
Kevin M. Atticks, Secretary
Steven A. Connelly, Deputy Secretary

Forest Pest Management



Agriculture | Maryland's Leading Industry
mda.maryland.gov

The Wayne A. Cawley, Jr. Building
50 Harry S Truman Parkway
Annapolis, Maryland 21401

410-841-5922 Baltimore/Washington
410-841-5835 Fax

OFFICE OF PLANT INDUSTRIES AND PEST MANAGEMENT
Forest Pest Management
Northeast Regional Office

Mr. Ronald H. Fithian, President
Kent County Commissioners
400 High Street
Chestertown MD 21620

Dear Mr. Mason:

We have attached our 2022 Spongy Moth Survey Report for Kent County. Results of our fall and winter surveys showed low spongy moth populations in most of Maryland. Our past suppression treatments, along with outbreaks of the fungus *Entomophaga maimaiga*, have kept down the spongy moth population throughout much of the state including Kent County. Although a 6,000+ acre spraying program was needed for the lower eastern shore this year, and spongy moth populations have increased in western Maryland, we are happy to report that no areas in Kent County would require aerial spraying treatment in 2023.

In addition to spongy moth, MDA FPM also surveys for several other threats to the forests of Kent County. Surveys in Kent were negative for the walnut twig beetle and for *Sirex noctilio* (an invasive wood wasp), and counts were low for the Southern Pine Beetle. The emerald ash borer (EAB) is currently found throughout the state and is actively killing ash trees. EAB parasitoids were released on state land at Millington WMA to hopefully help suppress EAB populations.

You can call us at 410-879-8034 or email us at northeastfpm@gmail.com if you have any further questions.

Thank you for your cooperation.

Sincerely,

Craig Kuhn
Program Manager FPM



**Maryland
Department of Agriculture**

Office of Plant Industries and Pest Management

Wes Moore, Governor
Aruna Miller, Lt. Governor
Kevin M. Atticks, Secretary
Steven A. Connelly, Deputy Secretary

Forest Pest Management

Agriculture | Maryland's Leading Industry
mda.maryland.gov

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401

410-841-5922 Baltimore/Washington
410-841-5835 Fax

2022 SPONGY MOTH EGG MASS SURVEY REPORT KENT COUNTY

Introduction

Since 1982, the U.S. Forest Service, the Maryland Department of Agriculture (MDA) and individual county governments have joined to conduct an integrated pest management (IPM) program to suppress injurious spongy moth populations on priority forest and shade trees at selected sites on private and public land (see enclosed treatment site selection criteria). The MDA supervised Cooperative Spongy Moth Suppression Program requires that extensive amounts of accurate pest population data be collected annually. The primary method of data collection is through annual egg mass surveys conducted in the fall at established permanent points. The purpose of these surveys is to determine spongy moth population densities and trends, to evaluate treatment areas, if any, and to assess the potential for defoliation and the need for treatment in the coming year.

MDA Forest Pest Management (FPM) staff has been conducting spongy moth egg mass surveys in Kent County on a countywide basis since the early 1980s. We frequently review and update our survey areas to include newly developed woodlands with a high percentage of susceptible tree species, especially oak.

Results from this year

Between August 2022 and March 2023, FPM staff conducted over 8,000 spongy moth egg mass surveys throughout the state. Due to the lack of county fiscal participation, only 10 spongy moth egg mass surveys in three separate areas were conducted in the fall/winter 2022 season by FPM staff in Kent County. Most of these surveys were done on state lands. A total of only 807 acres was directly assessed by our surveys. None of these areas was found to have populations averaging above 250 egg masses per acre. This small sampling indicates that spongy moth populations are probably still generally low in Kent County. The higher the egg masses per acre count, the greater the likelihood of defoliation. A map showing the location of survey areas with population levels color-coded is enclosed.

Discussion

Through the spongy moth egg mass surveys, no potentially damaging populations were found in Kent County. When such infestation levels do occur, alternatives are considered area by area, including suppression with aerial application of insecticide. MDA has not proposed any treatments in Kent County for 2023. Any proposed suppression activities are done in cooperation with the county government. An estimate of costs is sent to the county government and all landowners directly affected are notified by first class mail well in advance of proceeding with

any treatment. Public meetings are arranged where details of the proposed treatment plans for that specific locale are presented.

Spongy moth populations are currently low throughout much of Maryland. **MDA has not proposed any treatments in Kent for 2023; however, there were over 6,000 acres proposed for treatment in Somerset, Wicomico, and Worcester Counties this spring.** It only takes a season or two of favorable conditions for potentially defoliating levels to return. Therefore, it is important to monitor the populations on a yearly basis in order to recognize changes, and make timely and appropriate recommendations to land owners and managers. If favorable conditions exist this spring, some population increase may be expected.

Summary

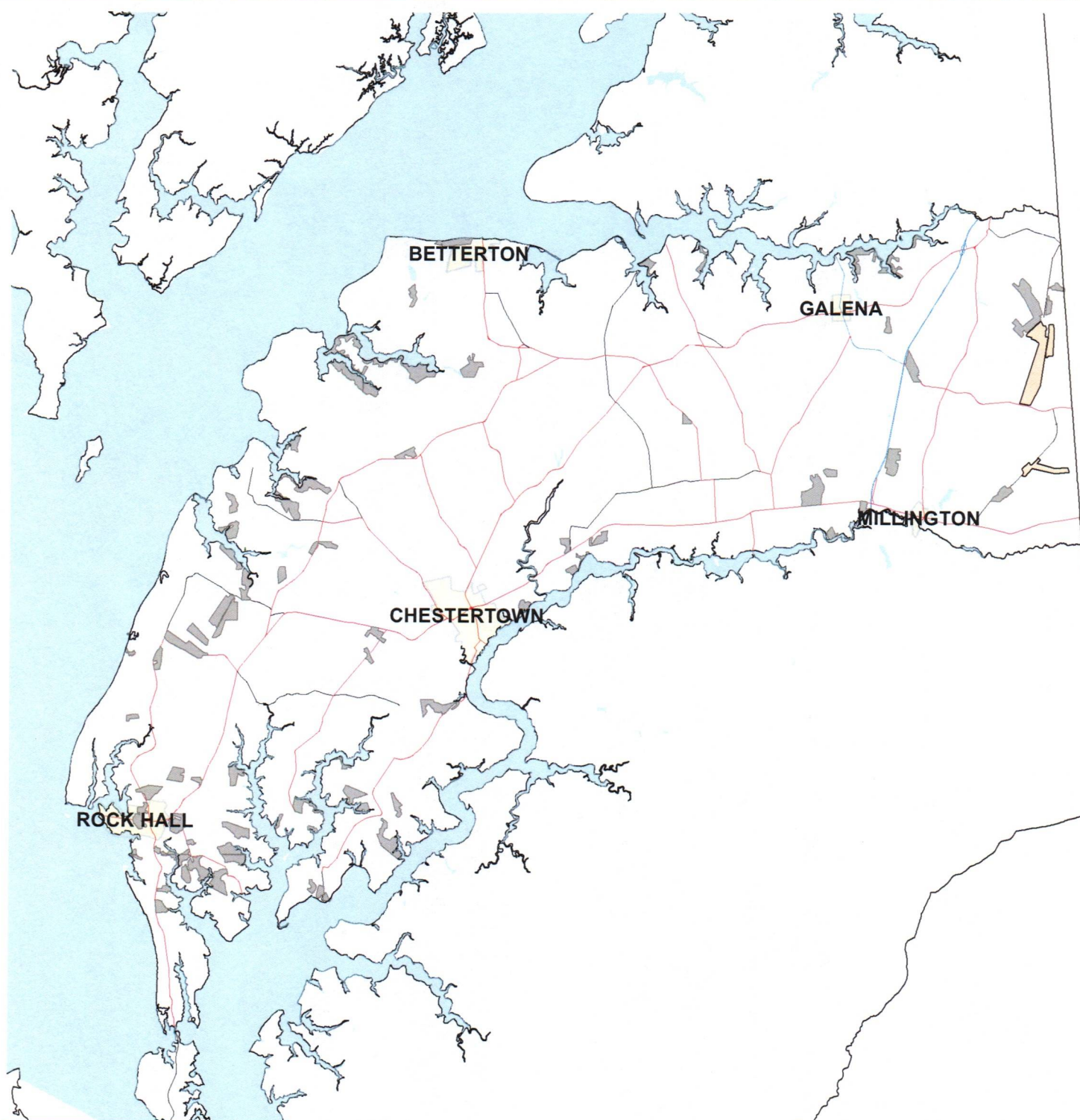
The Maryland Department of Agriculture has been monitoring spongy moth populations in Kent County regularly since the early 1980s by conducting egg mass surveys on a yearly basis. There were not enough surveys conducted in the fall/winter of 2022-23 to properly assess infestation levels, but no potentially defoliating spongy moth populations are expected in 2023. No treatment was proposed in Kent County for 2023. Spongy moth populations are generally low throughout the state. **Continued population assessments are important to find potential problems early before they cause significant damage and are easier to control.**

If you have any questions, comments, or reports regarding spongy moths or other forest pests, please do not hesitate to contact us. Alternatively, you may visit our website at http://mda.maryland.gov/plants-pests/Pages/forest_pest_management.aspx .

MD Dept. of Agriculture
Northeast Region FPM
3525 Conowingo Rd., Suite 400
Street, MD 21154
northeastfpm@gmail.com
410-879-8034

Attachments: 1 – 2022 Spongy Moth Egg Mass Survey Results Map

Maryland Department of Agriculture
Forest Pest Management
2022-2023 Spongy Moth Egg Mass Surveys
Kent County, Maryland



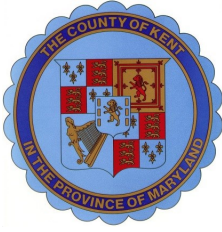
Legend

- 0 Egg masses per acre
- 1-99 Egg masses per acre
- 100-249 Egg masses per acre
- 250+ Egg masses per acre
- Unsurveyed

0 5 Miles

Date: 4/11/2023
Map Prepared by H. Bisque

Data Sources;
Maryland Department of Agriculture
Maryland Department of Transportation
MDiMAP
ArcGIS Online, ESRI, Inc.



Mary Etta Reedy, President, Kent County Learning Center
6/27/2023
County Commissioners Meeting

Item Summary:

Thank You Letter

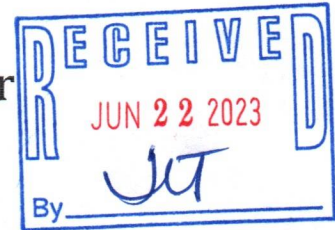
ATTACHMENTS:

Description

06.19.23 Mary Etta Reedy, President, Kent County Learning Center Thank You Letter



Kent County Learning Center
21290 Civic Center Drive
P.O. Box 93
Rock Hall, MD 21661



Board of Directors

June 19, 2023

Mary Etta Reedy, M.Ed.
President

Phil Cicconi, M.B.A.
Vice President

Suzanne Einstein, B.S.
Treasurer

Ed Lynerd
Board Member

Lew Halin, D.O.
Board Member

Becky Glenn B.S.
Board Member

Shirley Spagnolo
Board Member

Mission

Work with teachers and parents to identify committed students in grades 1 through 12 who need additional educational help and provide them with free personalized instruction using trained volunteer tutors.

**Kent County Learning
Center is a 501 (c) (3)**

Kent County Commissioners
400 High Street
Chestertown, MD 21661

Dear Kent County Commissioners:

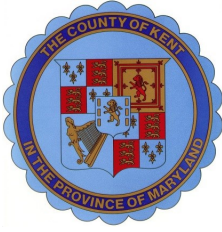
Thank you for authorizing the recent contribution of \$2,500.00 to the Kent County Learning Center to support continuing operations. This is our tenth year in operation, the County Commissioners have supported us from the very beginning and we are ever grateful.

This year, 32 tutors volunteered two days weekly to perform one-on-one math tutoring with 32 children most affected by the covid lockdown. Test results showed that our one-to-one tutoring approach was effective in improving students' math achievement. We are also grateful for the kind attention given by school personnel in preparing us for the task.

Our successes are evidence of what can be achieved when like-minded people work together toward a common goal. We look forward to serving again in the next academic year.

Very truly yours,

Mary Etta Reedy
Mary Etta Reedy
President



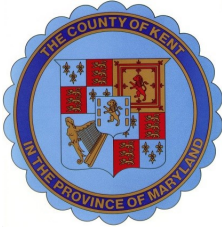
**American Rescue Plan Act (ARPA) Funds Spend Plan
6/27/2023
County Commissioners Meeting**

ATTACHMENTS:

Description

6-13-2023 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND AS OF COMMISSIONER MEETING MINUTES DATED 6/13/2023					
Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	
IT Software	Information Technology	27,095	10/26/21	27,095	
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	32,981	03/22/22	32,981	
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,500	12/13/22	1,400,500	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		Deferred			
Kennedyville Pump Station #2 Construction		Deferred			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	40,000.00			
Worton WWTP Solids Press Replacement Construction Management		20,000.00			
Worton WWTP Solids Press Replacement		250,000.00			
Total Amount of Funds Committed		<u>\$ 3,908,161</u>		<u>\$ 3,598,161</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ (141,384)</u>		<u>\$ 168,616</u>	



Contingency and Use of Fund Balance Report 6/27/2023 County Commissioners Meeting

ATTACHMENTS:

Description

6-13-2023 Commissioner Report Contingency

**FY23 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
June 13, 2023**

CONTINGENCY					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
6/14/22	Upper Shore Aging	\$ 15,000	To secure a grant funded prgram	-	
6/14/22	Circuit Court/Building and Grounds	25,000	Arch Design-lobby expansion design phase	-	
8/9/22	Circuit Court/Building and Grounds	11,291	Asbestors Abatement - Court House - asbestors insulation around exposed heat pipes	-	
9/6/22	Kent Ag Center, Inc.	7,385	Kent Aq Center-Pavilion Roof	-	
9/6/22	Kent Ag Center, Inc.	9,600	Kent Ag Center-pavilion electrical work	-	
9/6/22	LPPI Parks	20,000	Worton Park multipurpose field lighting project	-	
9/6/22	Kent Ag Center, Inc.	1,000	Kent Ag Center-asbestos assessment report of two buildinas at Kent Aq Center	-	
9/27/22	Kent Ag Center, Inc.	1,625	Kent Aq Center-asbestos assessmnet report of two buildings at Kent Aq Center	-	
12/13/22	Office of Finance	28,275	Central Square Payments-Web Enablement, Click2Gov Tax & CIS, Accounts Receivable	-	
2/7/23	Water & Wastewater Fund	18,650	Edesville sewer service district-Parcel 46 Lover's Lane construction of sewer service line to the manhole	-	
2/28/23	Commissioners Office	14,000	Greenwill Consulting Group, Inc. Contract costs \$33,000, remainder of contract in FY24	-	
2/28/23	Office of Finance	3,465	Central Square Payments-3rd module \$2340 Paymentus-5 devices @ \$1125 ea	-	
3/8/23	Water & Wastewater Fund	6,850	Fairlee Water Plant-replacement of water treatment filter media	-	
3/14/23	Parks and Recreation	23,640	Millington pool replaster	-	
3/14/23	Parks	4,500	Fencing around Granary Building	-	
4/4/23	The Chestertown Tea Party	10,000	Wi-Fi assistance for The Chesterown Tea Party festival	-	
		-		-	
		-		-	
		-		-	
		-		-	
		-		-	
		-		-	
TOTAL		<u>\$ 200,281</u>			
BEGINNING CONTINGENCY BUDGET		\$ 400,000			
ENDING CONTINGENCY BALANCE		<u>\$ 199,719</u>			
USE OF FUND BALANCE					
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION		
07/01/2022	State Attorney's Office	8,000	Increase in State Attorney's Salary		
07/01/2022	Sheriff's Office	6,400	Increase in Sheriff's Salary		
09/20/2022	Detention Center	16,794	Opioid Use Disorder (OUD) Treatment Initiative. additional costs of employee benefits.		
11/15/2022	Water & Wastewater Fund	71,672	Utility Tech position-salary and benefits		
12/13/2022	Emergency Medical Service	152,794	EMT (2) positions-salary and benefits		
12/13/2022	Office of Finance	19,172	Central Square Payments, Web Enablement Fusion, Click2Gov Tax & CIS, Accounts Receivable		
02/14/2023	Human Resources	96,883	New HR Coordinator position		
TOTAL		<u>\$ 371,715</u>			
USE OF FUND BALANCE					
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.					