

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

June 11, 2024

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

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

Action Items

Resolution 2024-05 Establishing the Kent County Tax Levy

Resolution 2024-06 Adoption of Income Tax Rate

Resolution 2024-07 Establishing Water and Sewer Rates

Resolution 2024-08 Adoption of the FY2025 Budget

Comments Received For Proposed FY2025 Budget

FY2025 Proposed Budget Comments

Consent Items

#1 - Regular Session Minutes, June 4, 2024

#2 - Liquor Minutes, June 4, 2024

#3 - Public Hearing Minutes, June 4, 2024

#4 - Kent AG Center, Combined Gaming Devices Raffle, July 20, 2024

#5 - Jamie Williams, Director, Economic and Tourism Development

Letter of Support - Main Street Rock Hall - DHCD Community Legacy Grant

Letter of Support - Main Street Rock Hall - DHCD Maryland Facade Improvement
Grant

#6 - Jamie Williams, Director, Economic and Tourism Development

Pirates and Wenches Request for Delmarva Community Transit Transportation

#7 - Pete Landon, Director, Office of Emergency Services

Motorola Solutions Software Implementation and Upgrade Service Agreement

#8 - Pete Landon, Director, Office of Emergency Services

Motorola Solutions Service Agreement

#9 - Scott Boone, Director, Information Technology

Back-Up and Recovery Contract with ePlus Technology

#10 - Scott Boone, Director, Information Technology

Central Square Technologies Financial Services

#11 - Scott Boone, Director, Information Technology

SHI International Antivirus Licensing Purchase

#12 - Jill Coleman, Director, Parks and Recreation

Request For Contingency Funds, Turner's Creek

#13 - Dan Mattson, Director, Public Works

Water and Sewer Allocation Request - Water and Wastewater Division

County Attorney

Thomas N. Yeager, County Attorney

Legislative Session Protocol

Legislative Session

Bill Mackey, Director, Planning, Housing, and Zoning

Code Home Rule Bill 4-2024 to Rescind and Replace the Kent County, Maryland
Official Zoning Map - First Reading and Introduction

County Attorney

Thomas N. Yeager, County Attorney

Public Hearing Protocols

Public Hearing

Agricultural Land Preservation District Hearing

BGM Farms, LLC, 33824 Bradford Johnson Road (Map 09, Parcel 28)

E & D Land Holdings, LLC, 29243 River Road (Map 30, Parcel 21)

Bloomfield Ventures, LLC (#23-03A), 11791 Black Station Road (Map 22, Parcel 40)

Bloomfield Ventures, LLC (#23-03B), 11720 Locust Grove Road (Map 22, Parcel 54)

Harmony Wood Farm, LLC, 12655 Augustine Herman Highway (Map 14, Parcel 35)

Alcoholic Beverage License Hearing

David R. Rinehart, President

Hilari M. Rinehart, Secretary

Hilco, Inc. trading as Brampton Bed and Breakfast Inn

Restaurant Class B, Beer, Wine, and Liquor License with Caterer's Privilege (CP)

Appointments

Greenwill Consulting Group: Lesly Feliz, Ivan Lanier, and Jonathon Carpenter

Post-session Summary

Bill Webb, Health Officer, Kent County Health Department

Kent County Local Drug and Alcohol Abuse Council Appointments

Bill Webb, Health Officer, Kent County Health Department

Environmental Health Fee Schedule

Jo Manning, Town Administrator, Town of Millington

Request For Contingency Funds

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

National Heritage Areas and Stories of the Chesapeake Heritage Area Updates

Departmental Appointments

Allan Haniffee, Acting Warden, Steve Wallace, Captain, Kent County Detention Center

Correct Rx Medication Contract Renewal

Allan Haniffee, Acting Warden, Steve Wallace, Captain, Kent County Detention Center
Mid Shore Behavioral Health Agreement Renewal and Extension
Allan Haniffee, Acting Warden, Steve Wallace, Captain, Kent County Detention Center
Pay Tel Master Service Agreement Addendum 3
Jamie Williams, Director, Economic and Tourism Development
Reallocation of Rural Maryland Economic Development Fund
Rosemary Ramsey Granillo, Director, Kent County Local Management Board
FY2024 Minary's Dream Alliance Memorandum of Agreement Amendment

Human Resources Director

Jim Miller, Director, Human Resources
Public Works - Environmental Operations Division Motor Equipment Operator II
Vacancy

Public Works Director

Dan Mattson, Director, Public Works
Environmental Operation Division - Nicholson Groundwater Treatment
United States Department of Agriculture Letter of Intent
Dan Mattson, Director, Public Works
Water and Wastewater Division - Final, Cost Reduction, Change Order for Tolchester
Wastewater Treatment Plant Influent Screen Replacement Project

County Administrator

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

Documents for Signature

Dan Mattson, Director, Public Works
Public Works Agreement

Public Comment/Media Review

Procedures For Public Comment

For Your Information

Bill Mackey, Director, Planning, Housing, and Zoning
Digitally submitted Grant Application to DNR for State assistance to help fund the
State-mandated 2025 update to the Kent County Nuisance Flooding Plan

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Jim Miller, Director, Human Resources

Personnel and Public Safety

Closed under the Annotated Code of Maryland, General Provisions Article §3-305 (b)

(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; and (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

(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.)



**Resolution 2024-05 Establishing the Kent County Tax Levy
6/11/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

06.11.24 Resolution 2024-05 Establishing the Kent County Tax Levy

RESOLUTION 2024-05
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

ESTABLISHING THE KENT COUNTY TAX LEVY
July 1, 2024 through June 30, 2025

WHEREAS, by the County Commissioners of Kent County, Maryland, the following accounts are allowed and included in the levy for the Fiscal Year July 1, 2024 through June 30, 2025, and it is further; and

WHEREAS, the following taxes are hereby levied upon the assessable property in Kent County, Maryland, for the Fiscal year July 1, 2024 through June 30, 2025. These taxes exclude any taxes levied by the State and Municipalities.

Real Property

\$1.022 on each One Hundred Dollars (\$100.00) of real property subject to taxation for County purposes.

Public Utilities

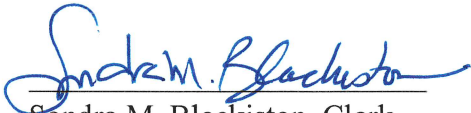
\$2.555 on each One Hundred Dollars (\$100.00) of property subject to taxation for County purposes.

Business Personal Property Taxes on Public Utilities

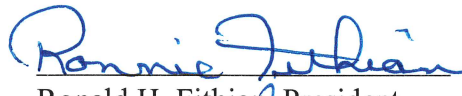
\$2.555 on each One Hundred Dollars (\$100.00) of real property subject to taxation for County purposes in accordance with Chapter 152, Taxation, Article IX, Business Personal Property Taxes on Public Utilities of the Code of Public Laws of Kent County, Maryland.

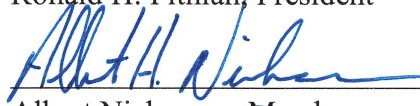
THEREFORE, BE IT RESOLVED, by the County Commissioners of Kent County, Maryland that the above tax rates are adopted and be it further resolved that in accordance with §10-204.3 Tax Property Article of the Maryland Annotated Code, that the service charge for the semi-annual payment of property taxes shall be 1.359% annually - the anticipated lost interest income to the County associated with delay in payment of the second installment, plus 10% of the lost interest income charge – to cover the administrative expenses associated with the semi-annual collection of property taxes.

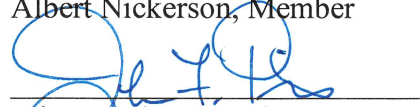
ATTEST:


Sondra M. Blackiston, Clerk

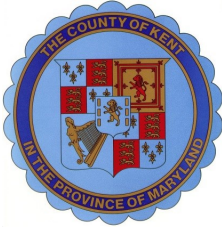
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert Nickerson, Member


John F. Price, Member

ADOPTED: June 11, 2024



**Resolution 2024-06 Adoption of Income Tax Rate
6/11/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

06.11.24 Resolution 2024-06 Adoption of Income Tax Rate

RESOLUTION 2024-06
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

COUNTY INCOME TAX RATE

WHEREAS, Section 10-103 of the Maryland Annotated Tax-General Code requires each Maryland county to have a local or county income tax based upon an individual's Maryland taxable income; and

WHEREAS, Section 10-106 of the Maryland Annotated Tax-General Code authorizes the Board of County Commissioners for Kent County to change by resolution the County's local income tax rate.

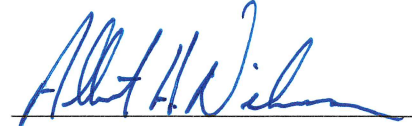
THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Kent County, pursuant to the authority and requirements contained in the above-referenced provisions of the Maryland Annotated Code, that a local or county income tax of 3.20 percent of an individual's Maryland taxable income is levied upon the residents of Kent County for the calendar year beginning January 1, 2025, and this rate shall continue in effect for each succeeding calendar year until changed by the Board of County Commissioners of Kent County.

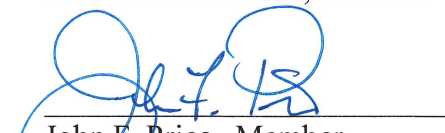
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

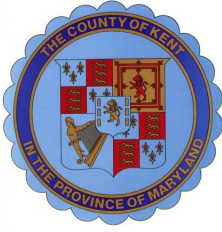

Sondra M. Blackiston, Clerk


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

ADOPTED: June 11, 2024



**Resolution 2024-07 Establishing Water and Sewer Rates
6/11/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

06.11.24 Resolution 2024-07 Establishing Water and Sewer Rates

RESOLUTION 2024-07
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

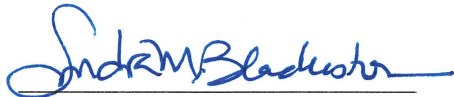
ESTABLISHING WATER AND SEWER SERVICE RATES

WHEREAS, the County Commissioners of Kent County, Maryland, have included in the Fiscal Year 2025 budget an increase to the water and sewer rates per the schedule attached hereto as Exhibit A; and

THEREFORE, BE IT RESOLVED, by the County Commissioners of Kent County, Maryland, that effective July 1, 2024, all water and sewer rates charged by the County shall be the FY2025 rates as set forth in "Exhibit A" which is attached hereto and incorporated herein, until changed by the County Commissioners by resolution; provided that charges not based on consumptions or minimums in lieu or a part thereof (e.g., hook up charges, penalties, disconnection charges, etc.) shall remain unchanged.

ATTEST:

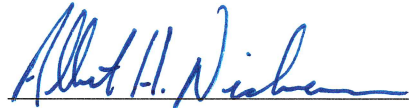
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND



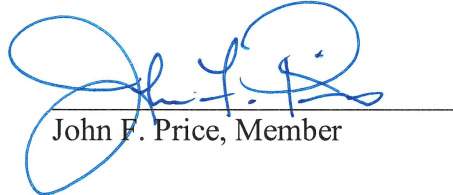
Sondra M. Blackiston, Clerk



Ronald H. Fithian, President



Albert H. Nickerson, Member



John F. Price, Member

ADOPTED: June 11, 2024

“Exhibit A”
Kent County Department of Water and Wastewater Services
Quarterly Rate Schedule July 1, 2024 – June 30, 2025

Universal Rates throughout Kent County

Residential/Commercial

Water	\$147.68	
Sewer	191.43	
Bay Restoration Fee	<u>15.00</u>	
	\$354.11	12,000 gallon max; \$4.02/1,000 gallons overage

Vacant Lot

Water	\$73.84
Sewer	<u>95.72</u>
	\$169.56

Vacant Lot - Water Only

Water	\$73.84
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Vacant Lot - Sewer Only

Sewer	\$95.72
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Water Only

Water	\$147.68	12,000 gallon max; \$4.02/1,000 gallons overage
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Sewer Only

Sewer	\$191.43
Bay Restoration Fee	<u>15.00</u>
	\$206.43

Small Business

Sewer	\$95.72
Bay Restoration Fee	<u>7.50</u>
	\$103.22

Eastman Specialties Corp (6 sewer)

Sewer base	\$1,148.58
Bay Restoration Fee	<u>90.00</u>
	\$1,238.58 + sewer consumption



**Resolution 2024-08 Adoption of the FY2025 Budget
6/11/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

06.11.24 Resolution 2024-08 Adoption of the FY2025 Budget

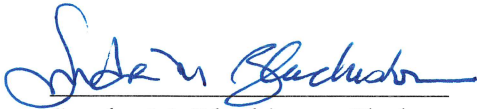
RESOLUTION 2024-08
COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

ADOPTION OF THE FY2025 BUDGET

The County Commissioners of Kent County, Maryland do hereby adopt the Fiscal Year 2025 Budget attached hereto as Exhibit A on this 11th day of June 2024.

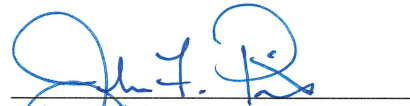
ATTEST:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Sondra M. Blackiston, Clerk


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

ADOPTED: June 11, 2024



FISCAL YEAR 2025 BUDGET GENERAL FUND Exhibit A

REVENUES

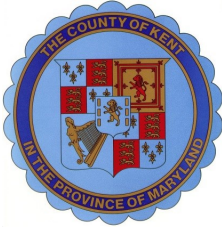
Real and Personal Property Taxes	35,885,276
Income Taxes	17,260,000
Other Local Taxes	2,904,899
Licenses and Permits	373,742
Intergovernmental Revenue	1,673,381
Service Charges	604,190
Fines and Forfeitures	5,490
Rental Income	116,828
Miscellaneous	1,188,450
Capital Lease Proceeds	935,557
Subtotal	60,947,813
Transfers From Fund Balance	6,634,605
Transfers From Other Funds	-
Total General Fund Revenues	67,582,418

EXPENDITURES

General Government	
Legislative	875,211
Circuit Court	388,266
Orphans' Court	66,988
State's Attorney's Office	980,335
Election Office	817,357
Independent Accounting and Auditing	36,400
Finance Office	1,002,645
Legal	83,950
Human Resources	620,301
Planning, Zoning, Housing	1,109,006
Information Systems	1,318,259
General Services	300,930
Building Maintenance	1,553,206
Total General Government	9,152,854
Public Safety	
Law Enforcement	4,837,398
Volunteer Fire Companies	1,266,277
Corrections	4,166,584
Building Code Inspection	43,367
Board of License Commissioners	89,679
Emergency Management	260,073
Communications Division	1,550,161
Emergency Medical Services	2,844,714
Animal Control/Humane Society	328,762
Total Public Safety	15,387,015
Public Works	
Public Works Administration	651,021
Environmental Operations	1,679,468
Highways	4,701,749
Street Lights	14,000
Crossing Guards	4,800
Public Landings	133,309
Total Public Works	7,184,347
Conservation of Health	
Health Department	1,355,316
Mosquito Control	47,500
Total Conservation of Health	1,402,816

EXPENDITURES (cont)

Social & Other Services	
Upper Shore Aging	371,786
Delmarva Community Services	91,719
Department of Social Services	21,416
Kent Center	78,000
Department of Health & Mental Hygiene	20,132
Saint Martins Ministries	11,235
Court Appointed Special Advocates	15,000
Community Mediation Upper Shore	10,000
Commission on Aging	3,600
Mid-Shore Regional Council	5,000
Total Social Services	627,888
Education	
Board of Education-Operating	20,382,670
Board of Education-Debt Service	200,498
Community College	639,407
Kent County Learning Center	2,500
Total Education	21,225,075
Parks, Recreation and Culture	
Kent Cultural Alliance	14,044
Museums of Kent County	6,846
Parks and Recreation	2,138,747
Total Parks, Recreation and Culture	2,159,637
Library	793,960
Conservation of Natural Resources	
Agriculture Extension Service	159,900
Soil Conservation Service	224,211
Waterman's Association	8,000
Forestry Board	1,693
Total Conservation of Natural Resources	393,804
Economic & Tourism Development	636,730
Debt Service	1,313,616
Intergovernmental	
Municipalities	83,576
Department of Assessment & Taxation	112,000
Total Intergovernmental	195,576
Miscellaneous	
Insurance	304,873
Miscellaneous Benefits / Benefit Refunds	(42,951)
Contingency	400,000
Total Miscellaneous	661,922
Transfers to Other Funds	
Agricultural Preservation Fund	2,256
HotDesks	11,670
Infrastructure Grants	84,000
Program Open Space	69,588
Capital Projects	3,078,688
Bayside Landing	611,350
Circuit Court Law Library	13,000
Kent Family Center	155,237
Local Management Board	80,000
Water and Wastewater Enterprise Fund	2,341,389
Total Transfers to Other Funds	6,447,178
Total Expenditures	67,582,418



FY2025 Proposed Budget Comments

6/11/2024

County Commissioners Meeting

ATTACHMENTS:

Description

06.11.24 Thomas M. Scalea, Director, Program in Trauma, and Kristie Snedeker, Vice President, R Adams Cowley Shock Trauma Center, FY2025 Proposed Budget Written Comment, Requesting Funds

06.11.24 Piers Heriz-Smith, Town of Millington Resident, FY2025 Proposed Budget Written Comment, Requesting Additional Funding for Kent County Public Schools

06.11.24 FY2025 Budget Hearing Public Comment, Written Comments Received Prior to Public Hearing

06.04.24 FY2025 Budget Public Hearing Comment, Dr. Clifford Coppersmith, Chesapeake College, Testimony Copy

Ronald H. Fithian
County Commissioner
400 High Street
Chestertown, MD 21620

June 5, 2024

Dear County Commissioner Fithian:

In FY23, the R Adams Cowley Shock Trauma Center at the University of Maryland Medical Center treated 68 Kent County residents- 3 more than the year prior. Supporting our Shock Trauma team in your FY25 Kent County Government budget means supporting the residents of your county and the entire state of Maryland.

On November 18, Howard County Executive Calvin Ball pledged \$1 million for the next three years—totaling \$3 million in budgetary support for Shock Trauma. Please consider accepting his challenge to the other 22 counties in the state to step up and show their support.

Your aid will help ensure the R Adams Cowley Shock Trauma Center remains the world leader in trauma medicine. Over the last half-century, Shock Trauma has cared for tens of thousands of critically ill and injured Marylanders, and has continued to change the face of trauma care across the globe. The Center has grown tremendously—from the construction of the cutting-edge Critical Care Tower to the expansion of hands-on training opportunities for physicians, nurses, EMS clinicians, and health care professionals. We are the only primary adult trauma resource center in Maryland.

Philanthropic or grant support from the Kent County government would directly benefit our patient care programs as well as the ongoing education and training required to keep our teams current with life-saving skills and techniques. Please stand with us as One Maryland, One Shock Trauma in our fight to save more lives.

County Commissioner Fithian, we thank you for considering the Shock Trauma Center in Kent County's budget.

If you have any questions, feel free to contact Tara Carlson at tcarlson@umm.edu or 443-462-8849.

Sincerely,

Thomas M. Scalea, MD, FACS, MCCM
The Honorable Francis X Kelly
Distinguished Professor in Trauma
Director, Program in Trauma
University of Maryland School of Medicine
Physician in Chief, Shock Trauma Center
System Chief for Critical Care Services
University of Maryland Medical System

Kristie Snedeker, DPT
Vice President
R Adams Cowley Shock Trauma Center
University of Maryland Medical Center

Lacey Cox

From: Piers Heriz-Smith <piers@heriz-smith.com>
Sent: Friday, June 7, 2024 5:00 PM
To: Kent County Commissioners
Subject: 2024/25 school budget

[Some people who received this message don't often get email from piers@heriz-smith.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Commissioners,

I am writing today to urge you to fully fund the school budget as proposed by the KCPS BOE. The role of the BOE is to advise the Commissioners how much it will cost to adequately educate the county's children. They have done so.

If the Commissioners are unable to fully fund the schools I ask that they produce a deliberate plan to overcome the budget deficit by fostering growth and revenue in Kent County.

I wholly believe that we are not a poor county, nor an uncaring county. That begs the question why are all our schools title one schools, and why do approximately 40% of our students look for education outside of KCPS?

If that trend continues the cost per student will continue to increase. I look to the commissioners to provide the leadership and resources necessary to reverse this long trend.

v/r

Piers Heriz-Smith

Millington

Sent from my iPhone



May 30, 2024

The County Commissioners of Kent County
R. Clayton Mitchell, Jr. Government Center
400 High Street
Chestertown, MD 21620

Dear Commissioners Fithian, Nickerson, and Price,

I write with thanks for the proposed \$15,000 budget allocation to CASA of the Mid-Shore for FY 2025. We are grateful for your much-needed support of our unique service to Kent County foster children who need Court Appointed Special Advocates (CASAs) speaking up for them.

As mentioned in our grant request narrative, our mission and services align with priorities outlined in the Kent County Local Management Board (LMB) FY 2023 – FY 2025 Refreshed Community Plan. The LMB's priority to "center the voice and choice of youth and families to effectively access services" meshes with our efforts to give voice to the needs of vulnerable children to ensure that services to meet their needs are provided safely and quickly, thus helping them to thrive.

Fulfilling a role not replicated by any other local program, we assist the Kent County Circuit Court by providing assessments and recommendations related to the needs of local children under court protection due to abuse or neglect. Working collaboratively with agency partners, each CASA is typically appointed by the court to work with one foster child at a time for the duration of the child's case. This enables CASAs to develop meaningful relationships with their appointed children while also learning as much as possible about what these children need in order to reach their full potential.

By supporting CASA's work with local children, the proposed budget allocation is an investment in the future health and wellbeing of Kent County as a whole. We need and appreciate the Kent County Commissioners' support of our unique and important mission.

With gratitude,

A handwritten signature in blue ink, reading "Robin Davenport".

Robin Davenport
Executive Director

cc: Patricia Merritt
Gary Stulir

Core Values: Hope*Compassion*Integrity*Respect*Consistency*Diversity, Equity, Inclusion & Belonging

Lacey Cox

From: Gary Stulir
Sent: Thursday, May 30, 2024 12:49 PM
To: Sondra Blackiston; Tonya Thomas; Lacey Cox
Subject: FW: FY25 Proposed Budget Letter
Attachments: CASA to Kent Co. Commissioners FY25.PDF

Sondra,

I received this from CASA regarding the FY25 proposed budget letter.

Thanks,
Gary



Gary Stulir

Accounting Manager/Office of Finance
Kent County, Maryland
400 High Street
Chestertown, MD 21620
(410) 778-7413
gstulir@kentgov.org

From: Robin Davenport <rd@casamidshore.org>
Sent: Thursday, May 30, 2024 12:44 PM
To: Gary Stulir <gstulir@kentgov.org>
Cc: Pat Merritt <pmerritt@kentgov.org>
Subject: RE: FY25 Proposed Budget Letter

Good afternoon,

Attached please find a letter to the Kent County Commissioners regarding the proposed budget allocation for CASA of the Mid-Shore.

A hard copy of this letter is being sent today via USPS.

Thanks so much for your support!

Warm regards,

Robin Davenport
Executive Director
CASA of the Mid-Shore
410-822-2866, ext. 1

Lacey Cox

From: Robbi Behr <robbi@robbibehr.com>
Sent: Monday, June 3, 2024 9:07 PM
To: Kent County Commissioners
Subject: Support for KCPS in County Budget

[Some people who received this message don't often get email from robbi@robbibehr.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

ATTENTION!

This email originated from an external source. DO NOT CLICK any links or attachments unless you recognize the sender and know the content is safe.
- KCIT Helpdesk

To the Kent County Commissioners:

Our schools have been struggling for a long time. With more attractive options elsewhere, the one thing that we can offer our teachers and students as a community that they can't get elsewhere is our support. While it is important to meet the budget needs of the schools, it is also important to let them know they are valued and considered a worthy investment. That goes much farther than you might believe.

I have children at KCHS, KCMS and Garnet. I have many friends who work in various capacities in the school system, which is, incidentally, one of the biggest employers in the county. The number of times they hear from leaders and other folks in the community that our schools are garbage is disheartening. They hear people say that investing in programs that help our kids become better students and citizens is just "throwing good money after bad." This is not just deflating, it is also diminishing. Why should kids believe in themselves when their community does not? These kids hear what you say and they believe it. There is no way to "turn things around" when you are told that any path you take is a dead end.

Please be the visionary leaders who show support (not just in a baseline budget, but also in spirit) for our hard-working teachers and students.

Thank you,
Robbi Behr
Chestertown

Lacey Cox

From: Ashley Spittel <ashleypittel@gmail.com>
Sent: Monday, June 3, 2024 10:51 PM
To: Kent County Commissioners
Subject: Support our schools

Some people who received this message don't often get email from ashleypittel@gmail.com. [Learn why this is important](#)

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- KCIT Helpdesk

To the Kent County Commissioners:

It is critical that our county find ways to invest in our future. We cannot expect better outcomes with fewer resources.

I love our county and all it has to offer. I work for KCPS and both of my children attend KCPS. It is so disheartening that so many positions have been lost for the next school year. At a time when we need more we will be receiving less. This is such a scary situation. So many children and families are struggling with mental health issues, housing instability and food scarcity. Having less support in our schools will cause worse outcomes for our wonderful community.

Our community is so unique and beautiful and we have the power to create an environment that supports ALL of our community members. We need to start treating our students and teachers as an investment not a line item. They need your support!

Thank you,
Ashley Spittel
Worton, MD

Ashley Spittel, MSW, LCSW-C

Cell: 443-610-8309



"There are two ways of spreading light: to be the candle or the mirror that reflects it" -Edith Wharton

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Lacey Cox

From: Judi O'Brien <judiro@gmail.com>
Sent: Tuesday, June 4, 2024 10:16 AM
To: Lacey Cox
Subject: Re: Please invest in our schools

ATTENTION!

This email originated from an external source. **DO NOT CLICK** any links or attachments unless you recognize the sender and know the content is safe.

- KCIT Helpdesk

Thank you very much, I appreciate it. Please see corrected email below:

Dear Commissioners Fithian, Price, and Nickerson,

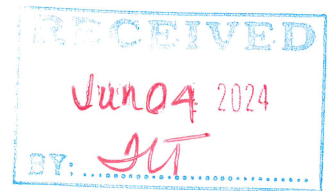
It is critical that Kent County find ways to invest in our future. We cannot expect better outcomes with fewer resources. That bears repeating: We cannot expect better outcomes with fewer resources.

The Kent County Public School system is the single most important service the county provides to the community. And no degree of effort on the part of our teachers and administrators can make up for budget shortfalls. A thriving Kent County relies on a fully funded public school system to provide opportunities and readiness to children. In addition to fully funding the KCPS budget, funding must be sought for a new middle school, as well as for upgrades to other aging infrastructure, the kids of Kent County deserve better facilities!

Your comprehensive plan of 2018 identified a goal of Developing an Educated Work Force; the strategy for achieving this was to "commit to excellence in the school system." It is time for the Commissioners to commit.

Please start treating our students and teachers as an investment and not a line item. They need your support!

Thank you,
Judi O'Brien
Chestertown



Museums of Kent County

June 4, 2024

Commissioners of Kent County
400 High Street
Chestertown, Maryland 21620

Dear President Fithian, Commissioner Price, and Commissioner Nickerson,

This has been an exciting year for the Museums of Kent County. Not only did we sponsor our annual Driving Tour, participate in the Fair, Fall Fest, and Tea Party, continued to collaborate with Washington's College's DSMP program; but this year, for the first time, the Museums of Kent County offered two WC-All classes. Entitled the "Kent County History Tour," participants learned about Kent County history by traveling to the museums in the County. At each stop they were treated to presentations by knowledgeable docents and had a fun time learning about the County through the stories of each museum. The class was so successful that we will be offering it again next year.

A brochure entitled "Discover Turner's Creek" was produced, with the help of the Kent County Department of Economic and Tourism Development, and two events were held at Turner's Creek to promote the Kent Museum and all the area has to offer. A Scavenger Hunt was developed for the Kent Museum to enhance the visitors' experience, and attract school and camp groups.

The Museums funding request will help the museums maintain their buildings and grounds and improve their ability to serve the public. While each of our museums is a separate entity, the Museums of Kent County group is focused on finding new ways to attract visitors. This year we will update our display at the Visitor's Center, and we are looking forward to unveiling a traveling exhibit featuring the felt figures created by Mrs. Elizabeth Stirling. We will also be participating in the celebration of the Country's 250th anniversary.

The Museums of Kent County appreciates the financial support you have given us in the past, and we thank you for considering our Funding Request for FY25. By supporting our museums, you are helping to maintain and celebrate civic pride and foster the appreciation of local history and heritage.

Sincerely,

Stephanie Gosman, Chairperson, Museums of Kent County
8690 Orchard Drive
Chestertown, Maryland 21620



June 3, 2024

ATTN: Ronald Fithian
Albert Nickerson
John Price
400 High Street
Chestertown, MD 21620

Dear County Commissioners,

Thank you for your questions, and for your time.

- All students pay fees for co-curricular services and supports. For example:
 - **Consolidated Fees:** The consolidated fee helps cover the cost of the academic support center, student activities, technology and the general expenses of the college
 - **Course Fees:** Some courses have fees to defray costs of instruction—typically lab courses with consumables, such as culinary, welding, and health professions.
 - **Registration Fee:** clerical support and supplies for processing
 - **Capital Improvement Fee:** supplements county funds for facility improvements and equipment upgrades. These projects do not meet the threshold for State funding. Note: this fee is not charged for courses held in KCPS facilities.
- Context for Student Fees:
 - All MD Community Colleges charge tuition & fees. Chesapeake College rates are middle-of-the-pack, (1) to keep us affordable, and (2) a result of carefully balancing State, County, and Student contributions (to roughly thirds).
 - Chesapeake College did not increase fees as a result of MD Blueprint Legislation. In fact, the College is mandated by law to offer Blueprint-related Dual Enrollment at a 25% discount. You can imagine, that as Dual Enrollment rates increase to approximately 1/3 of the total student population, this discount has a significant impact on our budget.
 - The state of Maryland cut community college FY25 budgets, by “re-basing” the CADE formula. The result, for Chesapeake, was an approximately \$730,227 cut to our annual operating budget.
- An update on Blueprint:
 - All Chesapeake College students pay the same fees, and Dual Enrollment students have always paid these fees. The difference, with Blueprint, is that fees (for students deemed College & Career ready) are now paid by LEAs.
 - The AIB and MD State Board of Superintendents recently released joint guidance limiting the Dual Enrollment fiscal burden for LEAs. That guidance, which is attached, enables LEAs to fund two college classes per student per semester, for a total of four each year.

We can certainly offer more information as helpful. Chesapeake College is very glad to partner with Kent County, and our partnership with KCPS, in particular, can benefit many students, families, and the broader region. For just one example of how we can help, Chesapeake is partnering this fall to offer Dual Enrollment Marine Trades classes, in partnership with KCPS and Haven Harbor.

Sincerely,

A handwritten signature in blue ink, appearing to read "Clifford P. Coppersmith".

Dr. Clifford Coppersmith
President, Chesapeake College



Blueprint for Maryland's Future
Maryland State Board of Education and the Accountability and Implementation Board
Joint Implementation Policy #1 – Dual Enrollment

Background:

One of the key goals of the Blueprint for Maryland's Future is that all students meet the College and Career Readiness (CCR) Standard before the end of the 10th grade and no later than the time the student graduates from high school. Once a student meets the CCR Standard, they enter at least one instructional pathway that builds on the student's interests and strengths through a CCR pathway. The Post-CCR Pathways allow students to develop in-depth specialization and/or earn a recognized credential, at no cost to the student or the student's parents, including the cost of any fees. These Post-CCR Pathways, as specified in Education Article § 7-205.1, can be within the following categories:

- A competitive entry college preparatory program, chosen by the county board, consisting of:
 - The International Baccalaureate Diploma Program;
 - The Cambridge AICE Diploma Program; or
 - A comparable program consisting of Advanced Placement courses specified by the College Board.
- A program that allows a student, through an early college program or dual enrollment at a student's high school and an institution of higher education to earn:
 - An associate degree; or
 - At least 60 credits toward a bachelor's degree.
- A robust set of Career and Technology Education (CTE) programs that are recommended by the CTE Skills Standards Advisory Committee and approved by the CTE Committee and that allow students to complete:
 - A credit or noncredit certificate or license program, course, or sequence of courses, including a program, course, or courses taken through dual enrollment under Education Article § 15-127, at a secondary or postsecondary institution, through an Advanced Placement course at a secondary institution, or through an apprenticeship sponsor that leads to an industry recognized occupational-credential or postsecondary certificate;
 - A registered apprenticeship program approved by the Division of Workforce Development and Adult Learning within the Maryland Department of Labor; or
 - A youth apprenticeship program, under Education Article §§ 18-1801 through 1809.

During the January 23, 2024 Maryland State Board of Education meeting, the State Board adopted a new College and Career Readiness (CCR) Standard, as required by the Blueprint for Maryland's Future, Education Article §7-205.1 "that enables the student to be successful in entry-level credit-bearing

courses or postsecondary education training at a State community college.” The newly adopted CCR Standard offers students two options for meeting the CCR Standard:

- Option 1: Students can meet the CCR Standard by demonstrating both Academic Success and Math Mastery. Academic Success is achieved by earning an unweighted High School Grade Point Average (GPA) of 3.00 or higher. Math Mastery may be achieved by either earning a final course grade of A, B, or C in Algebra I, OR alternatively by scoring Proficient or above on the Algebra I Maryland Comprehensive Assessment Program (MCAP) assessment.
- Option 2: Students can meet the CCR Standard by scoring Proficient or above on BOTH the English 10 MCAP assessment AND the Algebra I MCAP assessment.

For the 2024-2025 school year, the State Board of Education specified that students who meet EITHER the previously adopted interim CCR Standard or the newly adopted CCR Standard are eligible to participate in Post-CCR Pathways.

Discussion:

Based on the recent action, the Maryland State Board of Education and the Accountability and Implementation Board (AIB) are now working quickly to identify and resolve all implementation issues of the newly adopted CCR Standard.

The State recognizes that the current cost of tuition and fees for dual enrollment courses taken by students who have met the newly adopted CCR Standard may currently exceed the Fiscal Year 2025 funding provided to the Local Education Agencies (LEAs) through the CCR per pupil formula defined in Education Article § 5-217, which is based on the interim CCR standard due to the timing of the formula’s calculation. As such, the State is developing policies that support equitable access to advanced coursework for students who meet the CCR Standard while responsibly remaining within the current financial constraints.

With the support of the State Board of Education and the Accountability and Implementation Board, Chapter 164 (2024) (HB1426) was recently enacted. Effective June 1, 2024, this legislation amends Education Article § 7-205.1 to include this provision:

To phase in expansion of dual enrollment to maximize the number of students who can earn the maximum number of dual enrollment credits consistent with the phased increases in school funding, for Fiscal years 2025 through 2027, the State Board and the Accountability and Implementation Board, in consultation with each local school system, may limit the number and types of courses that a student dually enrolled at the student’s public high school and at an institution of higher education may enroll in during the school year at the institution of higher education as part of the Post-CCR pathway in accordance with paragraph (1) of this subsection and § 15–127 of this article.

Under this new authority, MSDE and AIB consulted with the local superintendents and other strategic partners to develop the policy described below.

Policy Statements:

Therefore, the Maryland State Board of Education and the Accountability and Implementation Board jointly resolve that:

1. For students who have met the CCR standard, as it relates to the responsibility to cover the costs of tuition and fees of dual enrollment courses that are part of the Post-CCR Pathways taken during the school year, Local Education Agencies (LEAs) are responsible for, at a minimum:
 - a. 2 dual enrollment courses per Fall and Spring academic semester per student, for a possible total of 4 dual enrollment courses per year per student; and
 - b. Exam fees directly connected to courses that students are enrolled in for their first attempt at a specific exam.
2. LEAs may choose to cover the costs of additional tuition and fees beyond the minimums defined in Item 1.
3. Students may enroll in additional dual enrollment courses beyond those covered by the LEA. The costs of these additional courses will be the responsibility of the student. This includes enrollment beyond the guaranteed two courses per Fall and Spring semesters or courses taken outside the Fall or Spring semesters, such as during the Summer semester.
4. Students who have not yet met the CCR standard shall have initial access to Post-CCR Pathways, such as developmental and/or corequisite dual enrollment courses (*e.g.*, CCR supports) and introductory CTE courses, as part of the required CCR support for all students who do not meet the CCR standard.
5. This policy shall be in effect from Fiscal Year 2025 through Fiscal Year 2026. The State Board and AIB shall review the number of students who meet the CCR standard and who enroll in dual enrollment courses each year during this period for alignment and may revise this policy accordingly. The State Board and AIB will review this policy during the Fall of 2025 and discuss any needed revisions or extensions for Fiscal Year 2027.

Adopted this 30th day of April, 2024.



Clarence C. Crawford

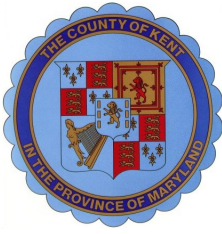
President, Maryland State Board of Education

Not Yet Adopted



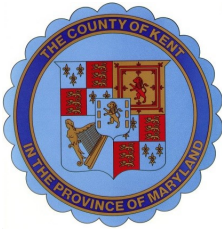
Isiah Leggett

Chair, Accountability & Implementation Board



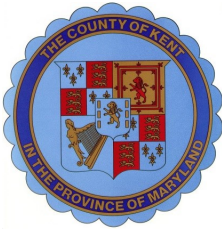
**#1 - Regular Session Minutes, June 4, 2024
6/11/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



**#2 - Liquor Minutes, June 4, 2024
6/11/2024
County Commissioners Meeting**

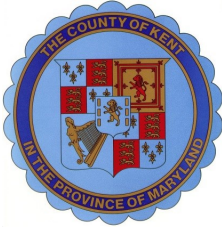
ATTACHMENTS:
Description



**#3 - Public Hearing Minutes, June 4, 2024
6/11/2024
County Commissioners Meeting**

ATTACHMENTS:

Description



**#4 - Kent AG Center, Combined Gaming Devices Raffle, July 20, 2024
6/11/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

Kent Ag Center, Combined Gaming Devices , July 20,2024, Application

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

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

Name of Organization: Kent Agricultural Center, Inc.
PO Box 386
 Address of Organization: 21349 Tolchester Beach Rd Chestertown, MD 21620
 Telephone: (443) 786-5210

Is the organization formed or located in Kent County? ☒ Yes ☐ No

Does the organization serve the residents of Kent County? ☒ Yes ☐ No

Is this organization tax exempt under the provisions of the Internal Revenue Code? ☒ Yes ☐ No

Tax Exempt Number: 31210605

Person responsible for complying with permit regulations and requirements:

Name: Cindy Moore
 Address: 25351 Jeffay Dr. Worton, MD 21678
 E-Mail: cmmore2004@gmail.com
 Telephone: (443) 786-5210

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

Location address of fund-raising affair: Kent Ag Center (Kent County Fair 2024)
21349 Tolchester Beach Rd
Chestertown, MD 21620

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

* Cooler Raffle and Cow Plop Bingo

Date(s) of fund-raising: 7/17/2024 - 7/20/2024Date and Time of Drawing: 7/20/2024 Begin at: 6:30PM End at: 7:00PM

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

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

Signature of person completing this application: Amanda Miller KCTB Treasurer

Please Select One:

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

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

Check the gaming devices to be used at this fund-raising event to award merchandise or cash prizes:

☒ Raffles	☐ Chance books	☐ Paddle Wheels
☐ Wheels of fortune	☐ Card games	☐ Lotteries

☒ Other Clow Plop Bingo

Will this fund-raiser be managed and operated only by individuals domiciled in Kent County? Yes No
If no, please explain circumstances:

Will alcoholic beverages be served or available for purchase at this fund-raising event? Yes No

Is the organization a religious organization? Yes No

If yes, has it conducted services regularly in Kent County for at least three (3) years? Yes No

Where are services conducted and how often? _____

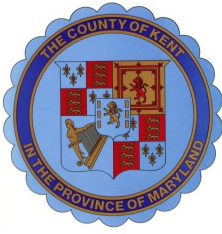
What percentage of funds derived from the multiple gaming devices will be spent or donated to:

_____ % Civic _____ % Charitable _____ % Educational

Name, address, and telephone number of person completing application:

Amanda Miller
29439 Old Forest Grove Rd
Kennedysville, MD 21645
(410) 708-4429

Signature of person completing application: Amanda Miller



**#5 - Jamie Williams, Director, Economic and Tourism Development
6/11/2024
County Commissioners Meeting**

Item Summary:

Letter of support for Main Street Rock Hall's (MSRH) application for the Department of Housing and Community Development's (DHCD) Community Legacy Grant and Maryland Facade Improvement Grant

ATTACHMENTS:

Description

Cover Page

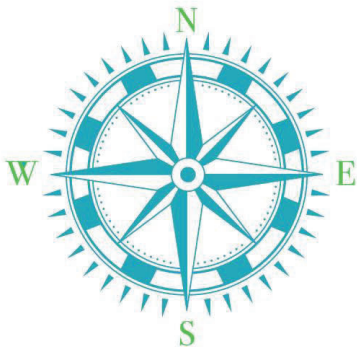
06.11.24 Nicholas Mayr, DHCD MSRH Community Legacy Grant FY2025 Letter of Support

06.11.24 Nicholas Mayr, DHCD MSRH Maryland Facade Improvement Program Grant FY2025 Letter of Support

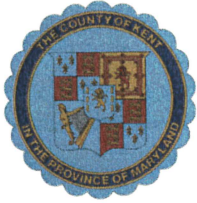


Department of Economic and Tourism Development

Letters of Support – Main Street Rock Hall
DHCD Community Legacy Grant Application
DHCD Maryland Façade Improvement Program Grant Application



MAIN STREET ROCK HALL



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 11, 2024

Nicholas Mayr
Assistant Director, Statewide Region
Office of Neighborhood Revitalization
MD Department of Housing and Community Development
2 N. Charles Street, Suite 450
Baltimore, MD 21201

Re: FY2025 Community Legacy Grant, Main Street Rock Hall – Letter of Support

Dear Mr. Mayr:

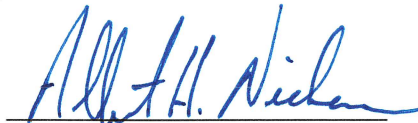
The County Commissioners of Kent County fully support the Community Legacy Grant application submitted by Main Street Rock Hall (MSRH), a non-profit organization whose mission is to “revitalize, re-energize and re-populate Main Street.”

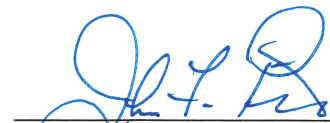
Most of the structures on Main Street are 75+ years old and need costly “facelifts” and structural repairs. Without revitalizing the buildings along Main Street, it will be difficult to retain and/or attract new businesses, especially those that could remain open during winter months. Rock Hall is not a pass-through town but rather a small destination community. It is important to maintain the quaintness of the Town’s history while also offering a solid, aesthetically pleasing, and structurally sound workspace along the Main Street corridor.

We fully support the MSRH’s application and hope you will consider funding their proposal in full.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

cc: Jamie Williams, Director of Kent County Economic and Tourism Development



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 11, 2024

Nicholas Mayr
Assistant Director, Statewide Region
Office of Neighborhood Revitalization
MD Department of Housing and Community Development
2 N. Charles Street, Suite 450
Baltimore, MD 21201

Re: FY2025 Maryland Façade Improvement Program Grant, Main Street Rock Hall – Letter of Support

Dear Mr. Mayr:

The County Commissioners of Kent County fully support the Maryland Façade Improvement Program Grant application submitted by Main Street Rock Hall (MSRH), a non-profit organization. Revitalizing Rock Hall's Main Street is crucial to preserving its historic charm and ensuring the longevity of its 75+ year-old structures and storefronts. Enhancing the visual appeal of these buildings is not just about attracting tourists; it is about creating a more vibrant and inviting environment for both visitors and the year-round residents who call this town home.

We fully support the MSRH's application and hope you will consider funding their proposal in full.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

A blue ink signature of Ronald H. Fithian, written in a cursive style.

Ronald H. Fithian, President

A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

A blue ink signature of John F. Price, written in a cursive style.

John F. Price, Member

cc: Jamie Williams, Director of Kent County Economic and Tourism Development



#6 - Jamie Williams, Director, Economic and Tourism Development 6/11/2024 County Commissioners Meeting

Item Summary:

Pirates and Wenches Request for Delmarva Community Transit Transportation

ATTACHMENTS:

Description

Cover Page

06.11.24 Keith Adkins, Delmarva Community Transit Transportation Letter from KCC request for buses
Pirates Wenches Weekend



Department of Economic and Tourism Development

Pirates and Wenchies Request for Delmarva Community Transit Transportation





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 11, 2024

Keith Adkins
Director/DCS, Inc.
2450 Cambridge Beltway
Cambridge, MD 21613

RE: Delmarva Community Transit (DCT) Transportation during Rock Hall Pirates & Wenches Weekend

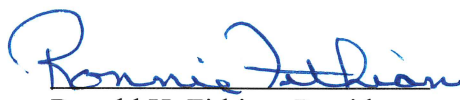
Dear Mr. Adkins:

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 transportation needs during the Rock Hall, Pirates & Wenches Weekend over the years. The event brings tourists to our area, supports local businesses, and showcases our Town and County.

This year, the event will be held August 9 – 11th, and we request three buses on Saturday, August 10, 2024, from 8 a.m. to 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.

We understand that DCT will bill Main Street Rock Hall \$250.00 per bus, and the buses will be refueled by DCT. Please advise Jamie Williams, Pirates & Wenches Transportation Volunteer Coordinator, if anything else is needed to facilitate this request.

Sincerely,


Ronald H. Fithian, President
Kent County Commissioners

James Cook, Mayor
Town of Rock Hall

cc: Jamie Williams, Director of Kent County Economic and Tourism Development



**#7 - Pete Landon, Director, Office of Emergency Services
6/11/2024
County Commissioners Meeting**

Item Summary:

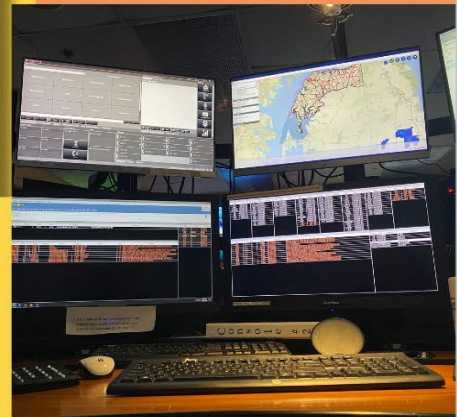
Motorola Solutions Software Implementation and Upgrade Service Agreement

ATTACHMENTS:

Description

Office of Emergency Services NA Cover

06.11.24 Service Agreement Contract Number USC000006855 Motorola Solutions OES Astro SUAI UO
& Field Implementation Services





MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2547993
Contract Number: USC000006855
Contract Modifier: R03-MAR-24 11:50:26

Date:05/03/2024

Company Name: KENT COUNTY COMMISSIONERS

Attn:

Billing Address: 104 VICKERS DR UNIT D

City, State, Zip: CHESTERTOWN , MD, 21620

Customer Contact: Brad Russum

Phone: 410-778-3758

Required P.O. :

PO # :

Customer # :1011904811

Bill to Tag # :

Contract Start Date :01-Jul-2024

Contract End Date :30-Jun-2025

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A SVC02SVC0344A SVC02SVC0343A SVC04SVC0169A SVC02SVC0433A SVC01SVC2012C	Astro SUAll UO & Field Implementation Services SYS Upgrade Agreement II - Site	
		Subtotal - Recurring Services	\$3,311.89
		Subtotal - One-Time Event Services	\$0.00
		Total	\$39,742.68
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

Ronnie Tethian

AUTHORIZED CUSTOMER SIGNATURE

President

TITLE

06/11/24

DATE



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2547993
Contract Number: USC000006855
Contract Modifier: R03-MAR-24 11:50:26

CUSTOMER (PRINT NAME)

Danielle Davis

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Danielle Davis	757-376-7166	05/03/2024
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : KENT COUNTY COMMISSIONERS
Contract Number : USC000006855
Contract Modifier : R03-MAR-24 11:50:26
Contract Start Date : 01-Jul-2024
Contract End Date : 30-Jun-2025



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2547993
Contract Number: USC000006855
Contract Modifier: R03-MAR-24 11:50:26

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

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Quote Number : QUOTE-2547993
Contract Number: USC000006855
Contract Modifier: R03-MAR-24 11:50:26

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



**#8 - Pete Landon, Director, Office of Emergency Services
6/11/2024
County Commissioners Meeting**

Item Summary:

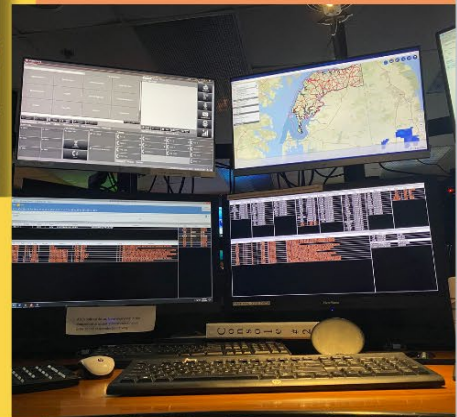
Motorola Solutions Service Agreement

ATTACHMENTS:

Description

Office of Emergency Services NA Cover

06.11.24 Service Agreement Contract Number USC000005995 Motorola Solutions OES Astro Network Security





MOTOROLA SOLUTIONS

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SERVICE AGREEMENT

Quote Number : QUOTE-2548868
Contract Number: USC000005995
Contract Modifier: R03-MAR-24 09:51:38

Date:05/13/2024

Company Name: KENT COUNTY COMMISSIONERS

Attn:

Billing Address: 104 VICKERS DR UNIT D

City, State, Zip: CHESTERTOWN , MD, 21620

Customer Contact: Brad Russum

Phone: 443-282-4455

Required P.O. :

PO # :

Customer # :1011904811

Bill to Tag # :

Contract Start Date :01-Jul-2024

Contract End Date :30-Jun-2025

Payment Cycle :IMMEDIATE

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	\$2,691.84
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$2,341.16
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$2,588.16
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$14,231.68
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$1,492.44
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$5,631.72
	SVC04SVC0016C	SUS	\$4,959.84
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$746.16
		Subtotal - Recurring Services	\$2,890.25
			\$34,683.00
		Subtotal - One-Time Event Services	\$0.00
			\$0.00
		Total	\$34,683.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.



MOTOROLA SOLUTIONS

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Ronnie Fithian

AUTHORIZED CUSTOMER SIGNATURE

President

TITLE

06/11/24

DATE

Ronald H. Fithian

CUSTOMER (PRINT NAME)

Danielle Davis

MOTOROLA REPRESENTATIVE(SIGNATURE)

CSM

TITLE

05/13/2024

DATE

Danielle Davis

757-376-7166

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : KENT COUNTY COMMISSIONERS
Contract Number : USC000005995
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Contract Start Date : 01-Jul-2024
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2548868
Contract Number: USC000005995
Contract Modifier: R03-MAR-24 09:51:38

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2548868
Contract Number: USC000005995
Contract Modifier: R03-MAR-24 09:51:38

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



#9 - Scott Boone, Director, Information Technology
6/11/2024
County Commissioners Meeting

Item Summary:

Back-Up and Recovery Contract with ePlus Technology

ATTACHMENTS:

Description

Backup Cover Page

06.11.24 Back-Up and Recovery Contract with ePlus Technology and Piggyback off the Maryland Hardware
Contract 060B2490022 Quote No 23111731



Department of Information Technology





Customer Name: KENT COUNTY
GOVERNMENT

Quote No: 23111731

Quote Name:

Quotation Date: 02/26/2024

Sales Support Contact: Aurora Padgett

Sales Support Phone: 910-679-3737

Sales Support Email: Aurora.Padgett@eplus.com

Account Executive: Jennifer Eslin

Account Executive Phone: 240-512-2005

Account Executive Email: jeslin@eplus.com

Customer PO No:

Order No:

Expiration Date: 03/27/2024

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

Line No.	Part Number	MFG	Description/Line Notes	Duration	QTY	Unit Price	Ext Price
001	RA-PS-INST-RMOT	RUBRIK	RUBRIK PROFESSIONAL SERVICES, REMOTE INSTALLATION AND CONFIGURATION OF UP TO 8 BRIKS (32 NODES) PER SITE, Line Note: maximum of 1 cluster configured, must be used within 6 months of purchase, prepay	P 1D	2	5,000.00	10,000.00
002	RS-BT-EE-PE-PP	RUBRIK	RUBRIK ENTERPRISE EDITION; PER USABLE BETB; PREMIU M SUPPORT; PREPAY Line Note: Associated HW: RHA-6404S-02	P 3Y	30	1,931.29	57,938.70
003	RS-HW-SVC-PE-S2	RUBRIK	SUPPORT FOR R6000S-2 HARDWARE, PREPAY; PREMIUM SUP PORT Line Note: Associated HW: RHA-6404S-02	P 3Y	1	8,911.06	8,911.06
004	RS-BT-CVB-PE-PP	RUBRIK	RUBRIK CLOUD VAULT - BACKUP; PER BETB; PREMIUM SUP PORT; PREPAY Line Note: Storage Details Standard - Zone 1	P 1Y	200	0.00	0.00
005	RS-BT-FE-PE-PP	RUBRIK	RUBRIK FOUNDATION EDITION; PER USABLE BETB; PREMIU M SUPPORT; PREPAY Line Note: Associated HW: RHA-6404S-02		30	1,184.81	35,544.30
006	RS-HW-SVC-PE-S2	RUBRIK	SUPPORT FOR R6000S-2 HARDWARE, PREPAY; PREMIUM SUP PORT Line Note: Associated HW: RHA-6404S-02	P 3Y	1	8,911.06	8,911.06
007	RHA-6404S-02	RUBRIK	R6404S APPLIANCE, 4-NODE, 48TB RAW HDD, 1.6TB		1	17,457.58	17,457.58

			SSD, 10GBASE-T NIC				
008	RHA-6404S-02	RUBRIK	R6404S APPLIANCE, 4-NODE, 48TB RAW HDD, 1.6TB SSD, 10GBASE-T NIC		1	17,457.58	17,457.58
						Sub-Total (USD)	156,220.28
009	FREIGHT	EPLUS	SHIPPING AND HANDLING		1	535.00	535.00
Totals							156,755.28
Shipping: Packing:					Sub Total (USD): 156,755.28		
					Est. Tax (USD): TBD if Applicable		
					Shp&Hnd (USD): TBD		
					Total (USD): 156,755.28		
All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds. PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise. ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.							
Customer Acceptance Signature: _____ Name: <u>Ronnie Tithan</u> Title: <u>President</u> Date: <u>06/11/24</u> Customer PO #: _____			Bill To KENT COUNTY GOVERNMENT 400 HIGH STREET CHESTERTOWN MD 21620 UNITED STATES Kent County Commissioners			Ship To KENT COUNTY GOVERNMENT 400 HIGH STREET, 3rd FLOOR Kent County Commissioners CHESTERTOWN MD 21620-1312 UNITED STATES April Bitter	



#10 - Scott Boone, Director, Information Technology
6/11/2024
County Commissioners Meeting

Item Summary:

Central Square Technologies Financial Services

ATTACHMENTS:

Description

CentralSquare Cover



Department of Information Technology



CENTRAL**SQUARE**

TECHNOLOGIES

#1 MARKET POSITION
IN PUBLIC SAFETY SOFTWARE



#11 - Scott Boone, Director, Information Technology
6/11/2024
County Commissioners Meeting

Item Summary:

SHI International Antivirus Licensing Purchase

ATTACHMENTS:

Description

Antivirus Cover

Antivirus:

An antivirus is a type of software designed to detect, prevent, and remove malicious software, commonly known as malware, from a computer system. Malware includes viruses, worms, Trojans, ransomware, spyware, and adware, among others. Antivirus programs typically work by scanning files and programs on a computer for patterns or signatures that indicate the presence of malware. They may also employ behavioral analysis and heuristics to identify suspicious activity.

Antivirus software plays a crucial role in computer security by helping to protect against various cyber threats that can compromise the integrity, confidentiality, and availability of data on a system. It is often recommended to keep antivirus software up to date and to regularly scan your system for any potential threats to maintain a secure computing environment.





#12 - Jill Coleman, Director, Parks and Recreation
6/11/2024
County Commissioners Meeting

Item Summary:

Request For Contingency Funds, Turner's Creek

ATTACHMENTS:

Description

Granary at Turner's Creek

The Granary at Turner's Creek

The Granary at Turner's Creek, nestled in the peaceful landscapes of Kennedyville, Maryland, carries a rich history steeped in the agricultural heritage of the region. Originally constructed in the late 18th century, it served as a vital hub for storing grains harvested from the surrounding farmlands.

During the early years of its existence, the Granary played a pivotal role in supporting local farmers by providing storage for their crops, primarily corn, wheat, and barley. Its strategic location along Turner's Creek facilitated easy transportation of goods via steamboat, connecting farmers to markets both near and far.

Throughout its history, the Granary witnessed periods of prosperity and challenges, mirroring the fluctuations in the agricultural industry. Despite facing competition from modern grain facilities, it managed to retain its significance as a symbol of tradition and resilience.

Disassembled in 2024, we mark the former location of the Granary at Turner's Creek, preserving the legacy of Maryland's agrarian past. Planks from its exterior have been repurposed into The Granary Bench, symbolizing the enduring spirit of rural life in Kent County.





#13 - Dan Mattson, Director, Public Works
6/11/2024
County Commissioners Meeting

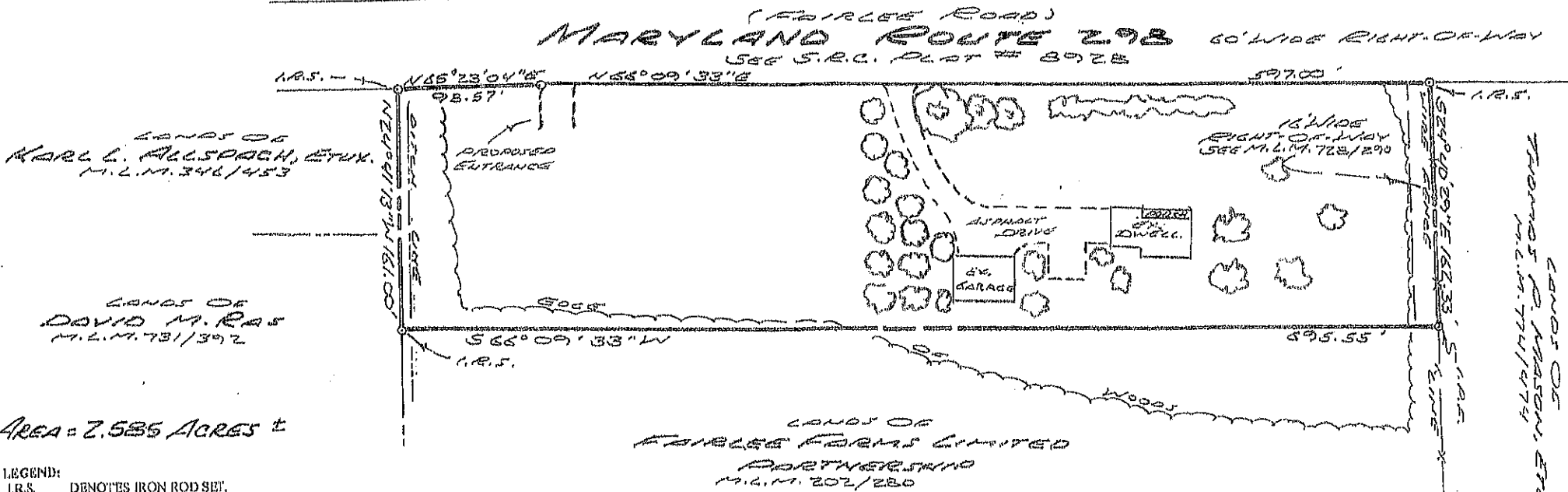
Item Summary:

Water and Sewer Allocation Request - Water and Wastewater Division

ATTACHMENTS:

Description

LOC 1268 - SURVEY PLAT



SURVEY PLAT
 OF THE LANDS OF
RICHARD J. O'CONNOR
 AND
LINDA M. O'CONNOR
 SIXTH ELECTION DISTRICT, KENT CO., MARYLAND
 SCALE 1" = 100' MARCH 2014

WILLIAM M. CROWDING SURVEYS, LLC
 WILLIAM M. CROWDING, II
 REGISTERED SURVEYOR
 WORTON, MARYLAND
 410-778-2622

PROPERTY LINE SURVEYOR
 EXPIRES 11-03-2014



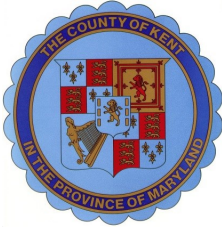
Thomas N. Yeager, County Attorney
6/11/2024
County Commissioners Meeting

Item Summary:

Legislative Session Protocol

ATTACHMENTS:

Description



Bill Mackey, Director, Planning, Housing, and Zoning
6/11/2024
County Commissioners Meeting

Item Summary:

Code Home Rule Bill 4-2024 to Rescind and Replace the Kent County, Maryland Official Zoning Map - First Reading and Introduction

AN ACT to rescind and replace the Kent County, Maryland Official Zoning Map, in its entirety, which is adopted both as a part of and in reference to Chapter 222, "Unified Development Ordinance," of the Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to implement the recommendations of the Kent County Planning Commission on proposed revisions to the Official Zoning Map, which are based on the Kent County Planning Commission's review, as part of the 2020–2024 Comprehensive Rezoning and Update process; and including certain non-codified provisions to address scrivener's errors, symbology, graphic legibility, and readability, et al.; instructions to County staff related to revisions requested by the Critical Area Commission for provisions in the 2024 Land Use Ordinance, which directly relate to the Zoning Map; relationships with Buffer Modified Area Maps and FEMA federal floodplain maps; and the effective date related to the required Critical Area Commission review and approval of the zoning map itself, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

On March 5, 2024, the County Commissioners adopted an updated and revised Land Use Ordinance, which established the text for revised zoning districts for the unincorporated land in Kent County, Maryland.

On April 11, May 2, and June 6, the Kent County Planning Commission reviewed the requests for rezoning of individual parcels, as submitted by property owners and planning staff, and made recommendations, which recommendations have been incorporated by staff into a proposed 2024 Kent County Zoning Map. A letter from the Kent County Planning Commission is attached.

This item is presented for introduction, so a public hearing can be scheduled and advertised.

Staff recommends approval, in order to schedule the public hearing.

ATTACHMENTS:

Description

CHR Bill No. 4-2024 To Rescind and Replace the Kent County Official Zoning Map, DRAFT Legislation
06.11.24 CHR Bill No. 4-2024 To Rescind and Replace the Kent County Official Zoning Map, Exhibit A
Kent County, Maryland Zoning Map
Planning Commission Letter re Zoning Map

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

**June 11, 2024
Legislative Session Day**

**Legislative Session Day
June 11, 2024**

**CODE HOME RULE
BILL NO. 4-2024**

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to rescind and replace the Kent County, Maryland Official Zoning Map, in its entirety, which is adopted both as a part of and in reference to Chapter 222, “Unified Development Ordinance,” of the Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to implement the recommendations of the Kent County Planning Commission on proposed revisions to the Official Zoning Map, which are based on the Kent County Planning Commission’s review, as part of the 2020–2024 Comprehensive Rezoning and Update process; and including certain non-codified provisions to address scrivener’s errors, symbology, graphic legibility, and readability, et al.; instructions to County staff related to revisions requested by the Critical Area Commission for provisions in the 2024 Land Use Ordinance, which directly relate to the Zoning Map; relationships with Buffer Modified Area Maps and FEMA federal floodplain maps; and the effective date related to the required Critical Area Commission review and approval of the zoning map itself, per Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read first time, June 11, 2024, ordered posted and public hearing scheduled on July 9, 2024, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on July 9, 2024. Reported favorably with/without amendments; read a third time and ordered to be considered on July 16, 2024, a legislative session day.

**A BILL ENTITLED CHR 4-2024
TO RESCIND AND REPLACE THE KENT COUNTY OFFICIAL ZONING MAP**

SECTION 1.

NOW, THEREFORE, BE IT ENACTED by the County Commissioners of Kent County, Maryland, that the Official Zoning Map, substantially in the form attached hereto as Exhibit A, is adopted as the Official Zoning Map for Kent County, Maryland, and is adopted both as a part of and in reference to Chapter 222, Unified Development Ordinance, of the Public Local Laws of Kent County, Maryland.

SECTION 2.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that the Director of the Department of Planning, Housing, and Zoning may correct obvious errors, capitalization, spelling, symbols, legends, polygons, headings, and similar items, and may publish the Official Zoning Map online by adding or amending graphics, colors, and citizen aids to improve document readability.

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that the County planning staff are instructed to prepare an additional Code Home Rule Bill (CHRB) for introduction. This CHRB is in response to the comments received from the Critical Area Commission (CAC) on the 2024 Land Use Ordinance (2024 LUO). The CAC requested that certain provisions be retained and supplemented from the 2003 Land Use Ordinance (2003 LUO). These provisions appear as Article III, Section 6. Establishment of Critical Area Line, §§ 1 -2 in the 2003 LUO, as amended on February 16, 2021. In the 2003 LUO, the provisions are designated for removal by a sunset provision upon adoption of an Official Zoning Map. As a result of the request by the Critical Area Commission, said provisions shall remain in the 2024 LUO. By their retention, said provisions will be immediately effective for any future Critical Area line adjustments by the State of Maryland. To implement retention of the provisions, one provision in the 2024 LUO, which appears as paragraph (C), §3. Establishment of Critical Area Line, Section 1. General Provisions, Article II. Districts shall be deleted. Staff are also instructed to revise the 2024 LUO to include text that (1) references the adoption date of the most recent Critical Area boundary line and (2) requires compliance by the County with Maryland Critical Area Law and COMAR Title 27 for any amendments to the Critical Area Line Map that may be adopted by the County in the future. Such text is required by the comments of the Critical Area Commission per its review of the 2024 LUO.

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall not affect the Buffer Modified Area Maps, which shall remain in full force and effect; Buffer Modified Area Maps may be amended by separate Act, pursuant to provisions in Chapter 222 for such amendments.

SECTION 5.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall not affect the Flood Insurance Rate Maps promulgated by FEMA; such will hereby be considered as stand-alone federal maps and not adopted as part of this Act.

SECTION 6.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall be adopted on the _____ day of _____, 2024; however, the provisions of this Act shall take effect on the _____ day of _____, 2024, contingent upon review and approval of the Critical Area Commission for the Chesapeake & Atlantic Coastal Bays pursuant to the Md. Code Ann., Natural Resources § 8-1809, as the same may be amended from time to time.

Read Third Time _____

PASSED this _____ day of _____, 2024.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

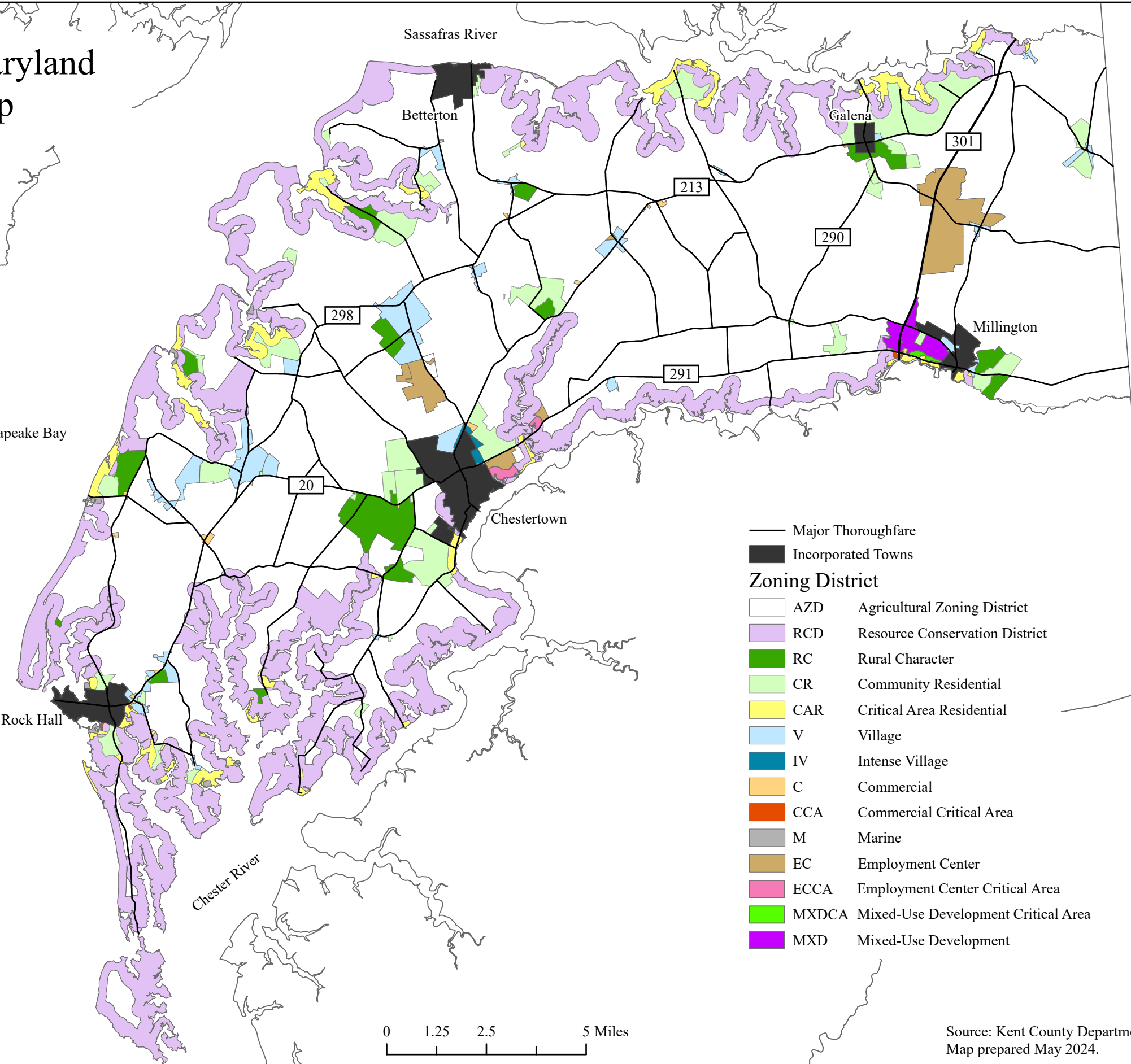
John F. Price, Member

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

Kent County, Maryland
Zoning Map



D
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- Major Thoroughfare
- Incorporated Towns
- Zoning District**
- AZD Agricultural Zoning District
- RCD Resource Conservation District
- RC Rural Character
- CR Community Residential
- CAR Critical Area Residential
- V Village
- IV Intense Village
- C Commercial
- CCA Commercial Critical Area
- M Marine
- EC Employment Center
- ECCA Employment Center Critical Area
- MXDCA Mixed-Use Development Critical Area
- MXD Mixed-Use Development

0 1.25 2.5 5 Miles

Source: Kent County Department of Planning, Housing, and Zoning.
Map prepared May 2024.



Planning Commission
Department of Planning, Housing, and Zoning

June 6, 2024

The Honorable Ronald H. Fithian, President
County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

Re: 2024 Comprehensive Rezoning Map

Dear Mr. Fithian:

At its meetings on April 11, May 2, and June 6, 2024, the Kent County Planning Commission reviewed the proposed requests by members of the public and by planning staff regarding changes to the County's Official Zoning Map.

The Planning Commission voted on each change, and a record of all recommendations are in the minutes. Based on the Planning Commission's recommendations, staff then prepared a map with all recommendations included.

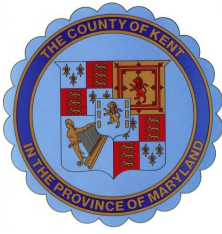
On June 6, 2024, the Planning Commission voted unanimously to send a favorable recommendation to the County Commissioners to adopt the Planning Commission proposed Official Zoning Map as presented on June 6, 2024.

Sincerely,

Kent County Planning Commission

F. Joseph Hickman, Chair

c: Shelley L. Heller, County Administrator



Thomas N. Yeager, County Attorney
6/11/2024
County Commissioners Meeting

Item Summary:

Public Hearing Protocols

ATTACHMENTS:

Description



Agricultural Land Preservation District Hearing 6/11/2024 County Commissioners Meeting

Item Summary:

BGM Farms, LLC, 33824 Bradford Johnson Road (Map 09, Parcel 28)

E & D Land Holdings, LLC, 29243 River Road (Map 30, Parcel 21)

Bloomfield Ventures, LLC (#23-03A), 11791 Black Station Road (Map 22, Parcel 40)

Bloomfield Ventures, LLC (#23-03B), 11720 Locust Grove Road (Map 22, Parcel 54)

Harmony Wood Farm, LLC, 12655 Augustine Herman Highway (Map 14, Parcel 35)

ATTACHMENTS:

Description

Public Hearing Notice

Proposed Ag District Hearing Packet

Map of Proposed Districts

Ag District Staff Reports and Maps

06.11.24 Testimony Log, PH, Ag. Land Preservation Districts



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

NOTICE OF PUBLIC HEARING

The County Commissioners of Kent County, Maryland will hold a Public Hearing on Tuesday, June 11, 2024, at 10:00 a.m. in the Kent County Commissioners' Hearing Room, R. Clayton Mitchell Jr., County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online at www.kentcounty.com/commissioners/meeting-agenda, 24 hours in advance of the meeting. Citizens are encouraged to participate in the Public Hearing and may offer comments either by attending in person or by submitting written comments. If you require communication assistance, please contact the County Commissioner's Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than June 7, 2024. The Public Hearing is scheduled for the purpose of discussing the voluntary creation of Agricultural Land Preservation Districts for the following:

BGM Farms, LLC, 33824 Bradford Johnson Road (Map 09, Parcel 28)
E & D Land Holdings, LLC, 29243 River Road (Map 30, Parcel 21)
Bloomfield Ventures, LLC (#23-03A), 11791 Black Station Road (Map 22, Parcel 40)
Bloomfield Ventures, LLC (#23-03B), 11720 Locust Grove Road (Map 22, Parcel 54)
Harmony Wood Farm, LLC, 12655 Augustine Herman Highway (Map 14, Parcel 35)

The hearing is pursuant to the Code of Public Laws of Kent County, Chapter §171-5 Agricultural Preservation Districts.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston, Clerk

cc: Rob Tracey, Associate Planner, Planning, Housing, and Zoning
Property Owners

PUBLISH: KCN 05/30/24



Planning Commission
Department of Planning, Housing, and Zoning

April 23, 2024

The Honorable Ronald H. Fithian, President
County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

RE: Agricultural Land Preservation Districts

Dear Mr. Fithian,

The Kent County Planning Commission has recently reviewed five applications from landowners who are seeking to establish agricultural land preservation districts on their farms. There was some discussion on several of the farms, and the vote was not unanimous for all applications, as is noted in the following property descriptions.

#23-01 – BGM Farms, LLC, wishes to create an Agricultural Preservation District on its 276.5-acre farm located at 33824 Bradford Johnson Road near Golts in the First Election District. The farm consists of 102 acres of crop land and 162 acres of woodland. Approximately 74% of the soils are considered Class I, II, or III. There is one dwelling on the property. The farm is zoned Agricultural Zoning District (AZD) and is within the Priority Preservation Area. The farm is not adjacent to any districts and easements. It is outside the 10-year water and sewer plan service areas.

There was some discussion concerning the farm's location in the County, and the motion to recommend approval passed, 3-1.

#23-02 – E & D Land Holdings, LLC, wishes to create an Agricultural Preservation District on its 117-acre farm located at 29243 River Road near Millington in the Second Election District. The farm consists of 55 acres of crop land, 28.3 acres enrolled in a forestry program/other, and 32.2 acres of woodland. Approximately 83.3% of the soils are considered Class I, II, or III. There is one dwelling on the property. The farm is split zoned Agricultural Zoning District (AZD) and Resource Conservation District (RCD). The property is within the Priority Preservation Area and is adjacent to over 7,500 acres of easements that stretch from the Chester River to the Sassafras River. It is outside the 10-year water and sewer plan service areas.

There was some discussion concerning this farm's proximity to Millington, and the motion to recommend approval passed, 3-0 (one abstention).

#23-03A – Bloomfield Ventures, LLC, wishes to create an Agricultural Preservation District on its 270-acre farm located at 11791 Blacks Station Road near Kennedyville in the Second Election District. The farm consists of 265 acres of crop land. Approximately 99% of the soils are considered Class I, II, or III. There is one dwelling on the property. The farm is zoned Agricultural Zoning District (AZD) and is within the Priority Preservation Area. It is adjacent to over 7,500 acres of easements that stretch from the Chester River to the Sassafras River. It is outside the 10-year water and sewer plan service areas.

There was some discussion concerning this farm's proximity to Kennedyville, and the motion to recommend approval passed, 4-0.

#23-03B – Bloomfield Ventures, LLC, wishes to create an Agricultural Preservation District on its 270-acre farm located at 11720 Locust Grove Rd near Kennedyville in the Second Election District. The farm consists of 269 acres of crop land. Approximately 98% of the soils are considered Class I, II, or III. There is one dwelling on the property. The farm is zoned Agricultural Zoning District (AZD) and is within the Priority Preservation Area. It is adjacent to over 7,500 acres of easements that stretch from the Chester River to the Sassafras River. It is outside the 10-year water and sewer plan service areas.

There was no discussion regarding this farm, and the motion to recommend approval passed, 4-0.

#23-04 – Harmony Woods Farm, LLC, wishes to create an Agricultural Preservation District on its 200.14-acre farm located at 12655 Augustine Herman Highway near Kennedyville in the Second Election District. The farm consists of 161.4 acres of crop land, 24.5 acres of woodlands, and 14.5 acres of other land (ponds). Approximately 94% of the soils are considered Class I, II, or III. There is one dwelling on the property. The farm is zoned Agricultural Zoning District (AZD) and is within the Priority Preservation Area. It is adjacent to over 7,500 acres of easements that stretch from the Chester River to the Sassafras River. It is outside the 10-year water and sewer plan service areas.

There was no discussion concerning this farm, and the motion to recommend approval passed, 3-1.

The Agricultural Preservation Advisory Board has reviewed these applications and unanimously voted to forward favorable recommendations. The Planning Commission found that these applications are consistent with the Comprehensive Plan and meet the criteria for the creation of an agricultural land preservation district. Therefore, we forward our favorable recommendations for the approval of the above listed districts.

If you have any questions, please do not hesitate to contact Rob Tracey, Associate Planner.

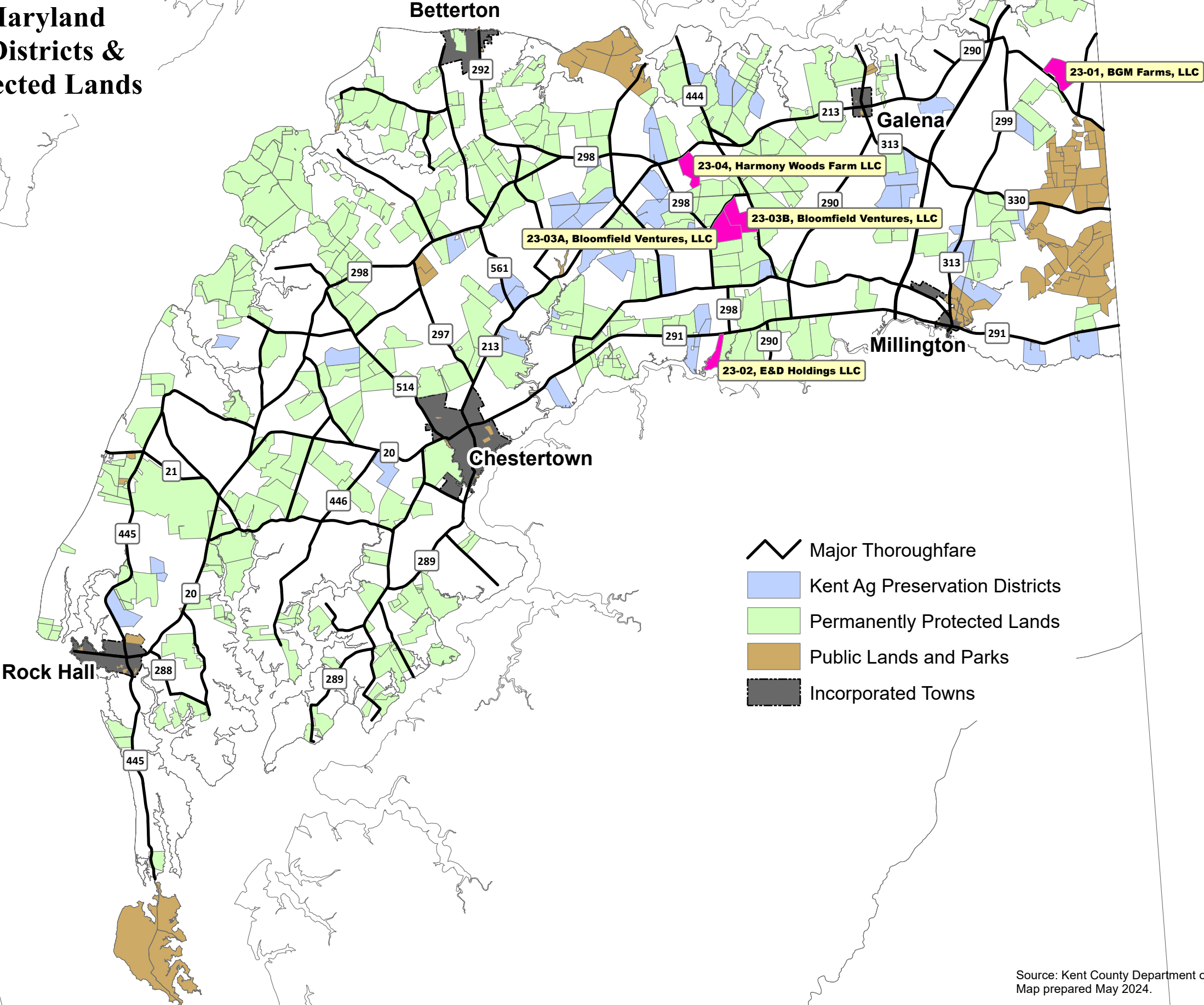
Sincerely,

Kent County Planning Commission

A handwritten signature in cursive script, reading "F. Joseph Hickman".

F. Joseph Hickman
Chair

Kent County, Maryland Ag Preservation Districts & Permanently Protected Lands



Source: Kent County Department of Planning, Housing, and Zoning.
Map prepared May 2024.

**PROPOSED AGRICULTURAL LAND PRESERVATION DISTRICT
STAFF REPORT SUMMARY**

FILE #: APD – 23-01
LANDOWNER(S): BGM Farms LLC
LOCATION: 33824 Bradford Johnson Rd, Golts
TAX MAP, PARCEL #: Map 09, Parcel 28

SIZE: 276.5

RELATIONSHIP TO OTHER PRESERVED LAND This property is not adjacent to any districts or easements.

TOTAL LAND USE:	<u>CROPLAND</u>	<u>PASTURE</u>	<u>WOODLAND</u>	<u>WETLAND</u>	<u>OTHER</u>
ACRES	102.5	0	162	0	11

*Other Acres are ponds.

DWELLINGS: 1 dwelling

GENERAL FARMING OPERATION: Grain Farm

PART OF LARGER OPERATION: No

OWNER OPERATED: Yes

TOTAL QUALIFYING SOILS:	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>= TOTAL</u>
ACRES:	0	151.4	49.7	201.1
PERCENT:	0	56%	18%	74%

COUNTY ZONING/DENSITY: Agricultural Zoning District (AZD), base density 1:30.

DEVELOPMENT PRESSURE: Moderate

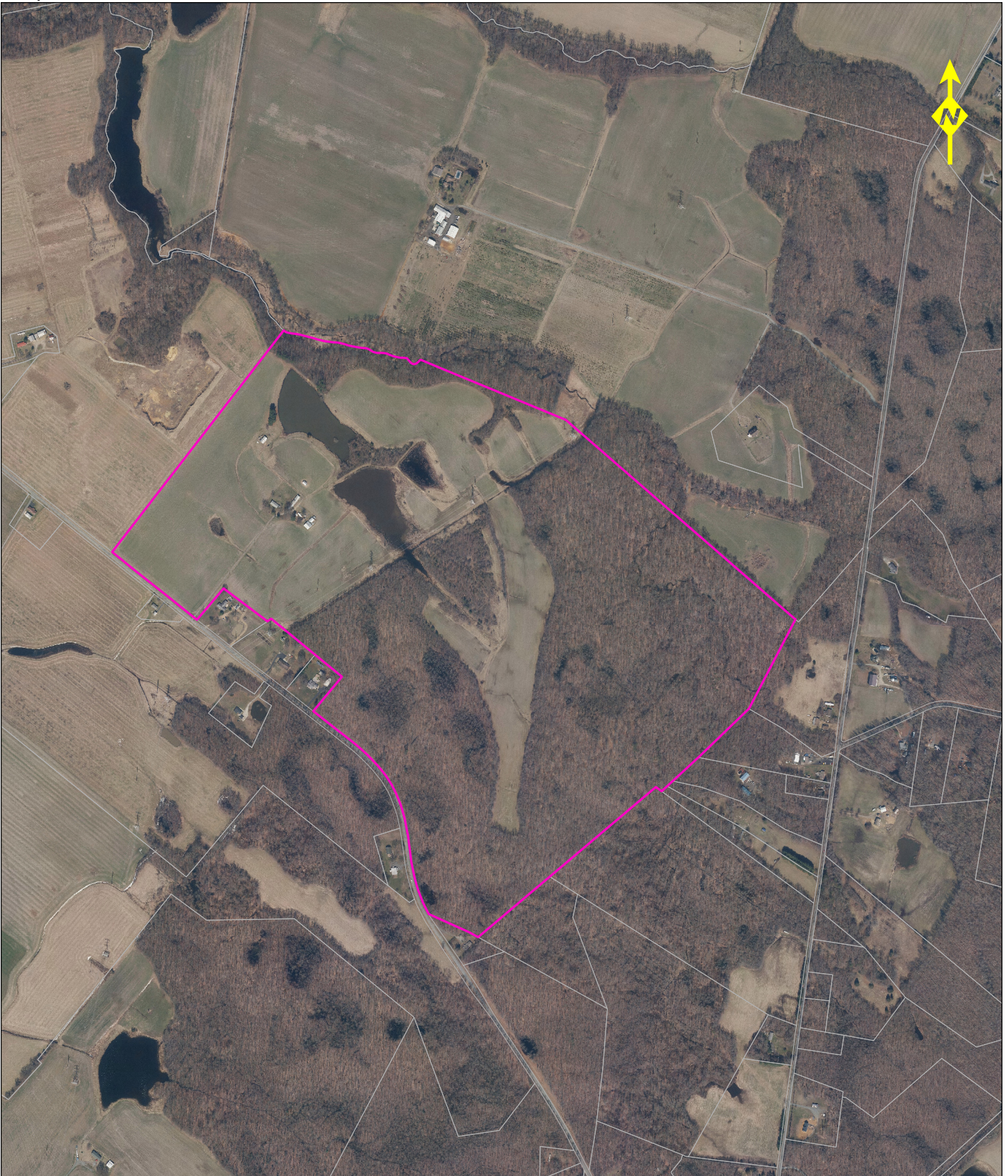
ACREAGE WITHHELD: No

OTHER INFORMATION: Farm is located within the Priority Preservation Area. A Water and Soil Conservation Plan and a nutrient management plan have been submitted.

RECOMMENDATION: Staff recommends approval.

BGM Farms, LLC
33824 Bradford Johnson Road
Map 9, Parcel 28

ADP# 23-01



Source: Kent County Department of Planning, Housing, and Zoning.
Aerial taken Spring 2022. Map prepared December 2023.

1 inch = 1,000 feet

**PROPOSED AGRICULTURAL LAND PRESERVATION DISTRICT
STAFF REPORT SUMMARY**

FILE #: APD – 23-02
LANDOWNER(S): E&D Land Holdings, LLC

LOCATION: 29243 River Rd
TAX MAP, PARCEL #: Map 30, Parcel 21

SIZE: 117 acres

RELATIONSHIP TO OTHER PRESERVED LAND This property is adjacent to over 129 acres of districts and easements.

TOTAL LAND USE:	<u>CROPLAND</u>	<u>PASTURE</u>	<u>WOODLAND</u>	<u>WETLAND</u>	<u>OTHER</u>
ACRES	55.5	0	32.2	0	28.3

*Other area is a Forestry program.

DWELLINGS: 1 dwelling

GENERAL FARMING OPERATION: Row and cover crops

PART OF LARGER OPERATION: Yes

OWNER OPERATED: Yes

TOTAL QUALIFYING SOILS:	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>= TOTAL</u>
ACRES:	23.5	32.0	27.8	83.3
PERCENT:	20%	28%	24%	72%

COUNTY ZONING/DENSITY: The property is split zoned, Agricultural Zoning District (AZD) and Resource Conservation District (RCD). The AZD has a base density of 1:30. The RCD has a base density of 1:20.

DEVELOPMENT PRESSURE: Moderate

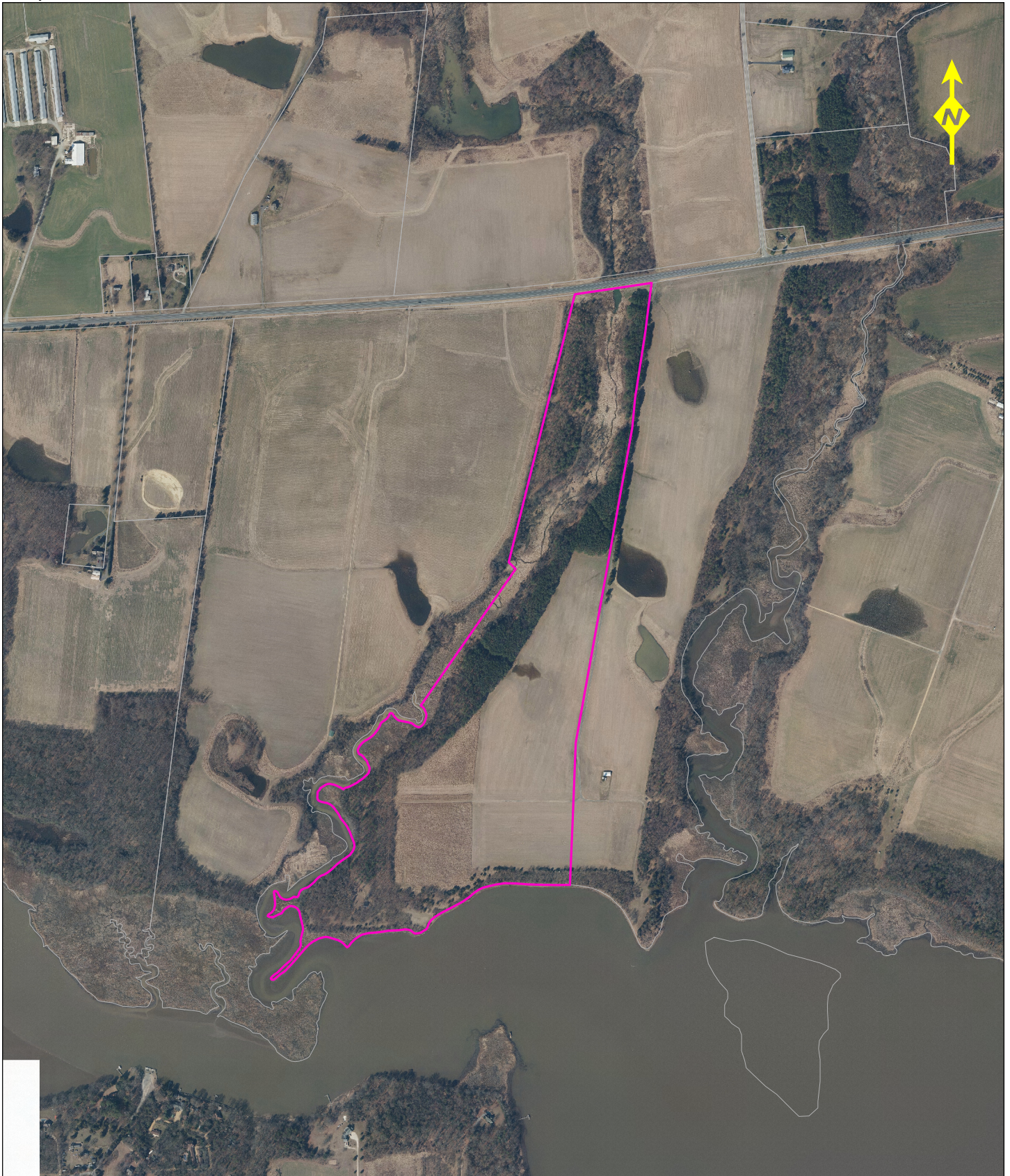
ACREAGE WITHHELD: No

OTHER INFORMATION: Farm is located within the Priority Preservation Area. A Water and Soil Conservation Plan and a nutrient management plan have been submitted.

RECOMMENDATION: Staff recommends approval.

E & D Land Holdings, LLC
29243 River Road
Map 30, Parcel 21

ADP#23-02



Source: Kent County Department of Planning, Housing, and Zoning.
Aerial taken Spring 2022. Map prepared December 2023.

1 inch = 1,000 feet

**PROPOSED AGRICULTURAL LAND PRESERVATION DISTRICT
STAFF REPORT SUMMARY**

FILE #:
LANDOWNER(S):

APD – 23-03 A
Bloomfield Ventures, LLC

LOCATION:
TAX MAP, PARCEL #:

11791 Blacks Station Rd, Kennedyville
Map 22, Parcel 40

SIZE:

270 acres

**RELATIONSHIP TO OTHER
PRESERVED LAND**

This property is adjacent to over 1,476 acres of districts and easements.

TOTAL LAND USE:	<u>CROPLAND</u>	<u>PASTURE</u>	<u>WOODLAND</u>	<u>WETLAND</u>	<u>OTHER</u>
ACRES	270	0	0	0	0

DWELLINGS:

1 dwelling

GENERAL FARMING OPERATION:

Grain Farm

PART OF LARGER OPERATION:

No

OWNER OPERATED:

Yes

TOTAL QUALIFYING SOILS:	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>= TOTAL</u>
ACRES:	64.6	182.88	16.6	264.11
PERCENT:	24.0	69.0	6.0	99.0

COUNTY ZONING/DENSITY:

Agricultural Zoning District (AZD), base density 1:30.

DEVELOPMENT PRESSURE:

Moderate

ACREAGE WITHHELD:

No

OTHER INFORMATION:
RECOMMENDATION:

Farm is located within the Priority Preservation Area. A Water and Soil Conservation Plan and a nutrient management plan have been submitted.
Staff recommends approval.



Source: Kent County Dept. of Planning, Housing & Zoning; MdProperty View 2017. Aerial taken Spring 2022. Map prepared March 2024.

**PROPOSED AGRICULTURAL LAND PRESERVATION DISTRICT
STAFF REPORT SUMMARY**

FILE #: APD – 23-03B
LANDOWNER(S): Bloomfield Ventures, LLC

LOCATION: 11720 Locust Grove Rd, Kennedyville
TAX MAP, PARCEL #: Map 22, Parcel 54

SIZE: 270

RELATIONSHIP TO OTHER PRESERVED LAND This property is adjacent to over 1,476 acres of districts and easements.

TOTAL LAND USE:	<u>CROPLAND</u>	<u>PASTURE</u>	<u>WOODLAND</u>	<u>WETLAND</u>	<u>OTHER</u>
ACRES	270	0	0	0	0

DWELLINGS: 1 dwelling

GENERAL FARMING OPERATION: Grain Farm

PART OF LARGER OPERATION: No

OWNER OPERATED: Yes

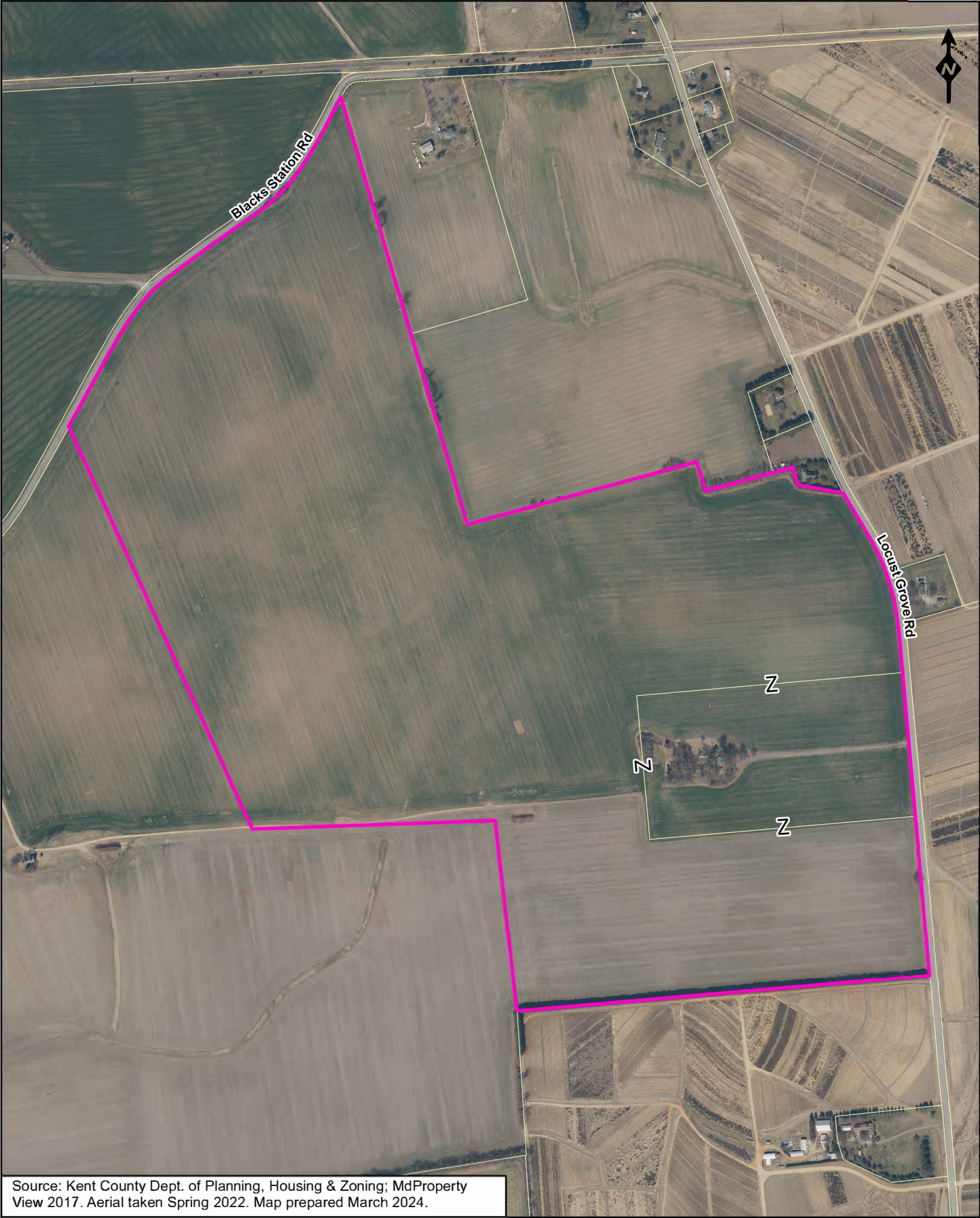
TOTAL QUALIFYING SOILS:	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>= TOTAL</u>
ACRES:	121.5	142.4	6.3	270
PERCENT:	45.0	53.0	2.0	98.0

COUNTY ZONING/DENSITY: Agricultural Zoning District (AZD), base density 1:30.

DEVELOPMENT PRESSURE: Moderate

ACREAGE WITHHELD: No

OTHER INFORMATION: Farm is located within the Priority Preservation Area. A Water and Soil Conservation Plan and a nutrient management plan have been submitted.
RECOMMENDATION: Staff recommends approval.



Source: Kent County Dept. of Planning, Housing & Zoning; MdProperty View 2017. Aerial taken Spring 2022. Map prepared March 2024.

**PROPOSED AGRICULTURAL LAND PRESERVATION DISTRICT
STAFF REPORT SUMMARY**

FILE #: **APD - 23-04**
LANDOWNER(S): **Jennifer Debnam**

LOCATION: 12655 Augustine Herman Highway, Kennedyville
TAX MAP, PARCEL #: Map 14, Parcel 35

SIZE: 200.14 acres

RELATIONSHIP TO OTHER PRESERVED LAND This property is adjacent to over 770 acres of districts and easements.

TOTAL LAND USE:

	<u>CROPLAND</u>	<u>PASTURE</u>	<u>WOODLAND</u>	<u>WETLAND</u>	<u>OTHER</u>
ACRES	161.4	0	24.5	0	14.5

DWELLINGS: 1 dwelling

GENERAL FARMING OPERATION: Grain Farm

PART OF LARGER OPERATION: Yes

OWNER OPERATED: Yes

TOTAL QUALIFYING SOILS:

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>= TOTAL</u>
ACRES:	2.3	166.4	0.24	178.11
PERCENT:	1.0	93.0	0	94.0

COUNTY ZONING/DENSITY: Agricultural Zoning District (AZD), base density 1:30.

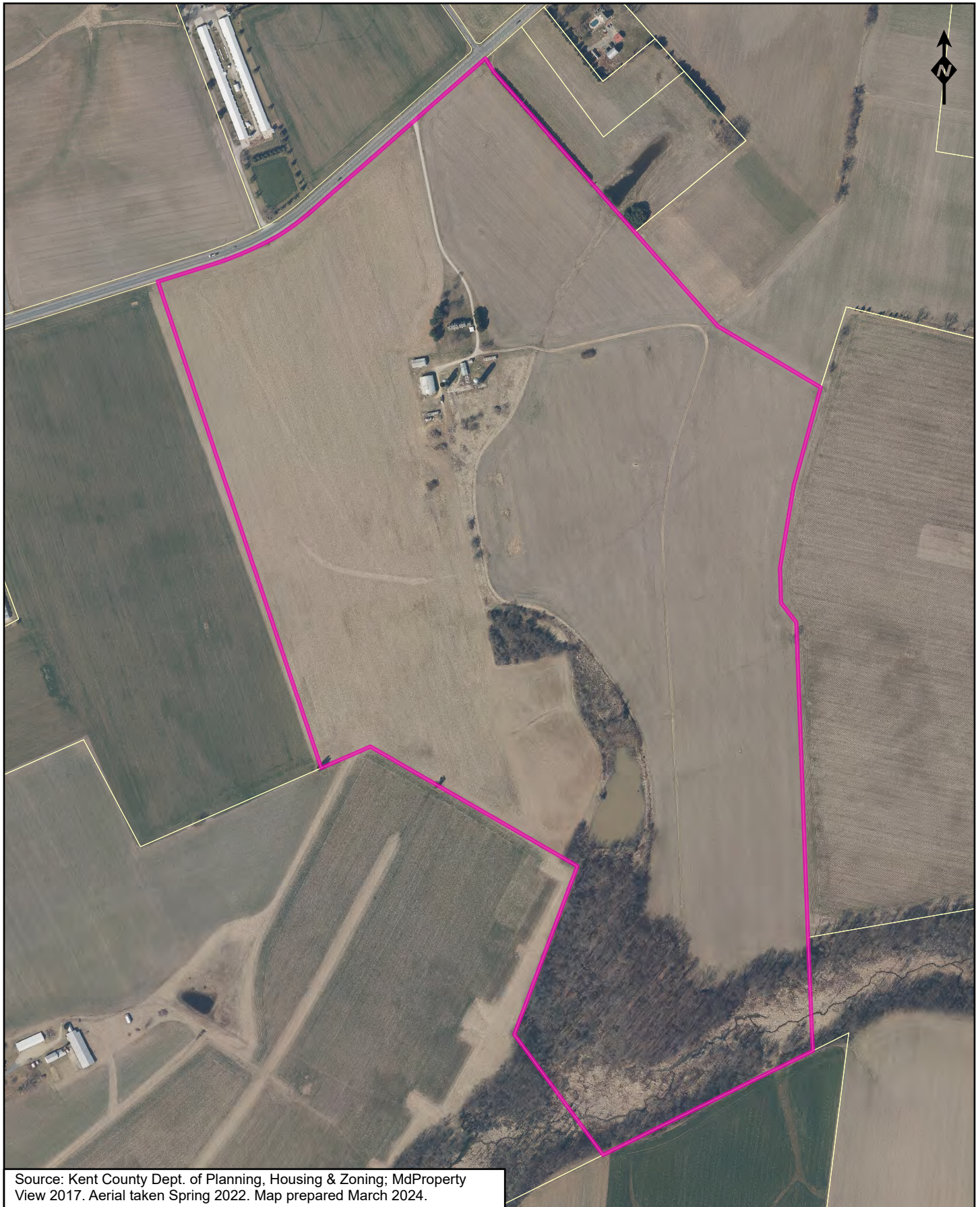
DEVELOPMENT PRESSURE: Moderate

ACREAGE WITHHELD: No

OTHER INFORMATION: Farm is located within the Priority Preservation Area. The Soil and Water Conservation Plan was been submitted.

RECOMMENDATION: Staff recommends approval.

Map 14, Parcel 35



Source: Kent County Dept. of Planning, Housing & Zoning; MdProperty View 2017. Aerial taken Spring 2022. Map prepared March 2024.

TESTIMONY LOG

PUBLIC HEARING

June 11, 2024

AGRICULTURAL LAND PRESERVATION DISTRICTS

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (PLEASE PRINT)

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***PLEASE FLIP TO REVERSE SIDE FOR ADDITIONAL SIGNATURE LINES**



Alcoholic Beverage License Hearing 6/11/2024 County Commissioners Meeting

Item Summary:

David R. Rinehart, President

Hilari M. Rinehart, Secretary

Hilco, Inc. trading as Brampton Bed and Breakfast Inn

Restaurant Class B, Beer, Wine, and Liquor License with Caterer's Privilege (CP)

ATTACHMENTS:

Description

06.11.24 KATE License Update, Hilco Inc., Trading As Brampton Bed and Breakfast Inn, License Upgrade Application

06.11.24 Hilco, Inc. trading as Brampton Bed and Breakfast Inn Public Hearing Notice

06.11.24 Testimony Log, Brampton Inn, Upgrade to Restaurant Class B, BWL License with CP



Kent Alcohol and Tobacco Enforcement

To: Commissioners Fithian, Nickerson, and Price
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: June 11, 2024
Subject: Hilco, Inc., Trading As Brampton Bed and Breakfast Inn

Memorandum

David R. Rinehart, President, and Hilari M. Rinehart, Secretary, have submitted an application to upgrade Brampton Bed and Breakfast Inn's liquor license from a Class B, Country Inn Beer, Wine, and Liquor license with Caterer's Privilege (CP) to a Restaurant Class B, Beer, Wine, and Liquor license with Caterer's Privilege (CP). They have met all the requirements for approval of their application.

Staff recommends approval of the application as presented.

This transaction will be recorded in the monthly report of retail license activity required by the Comptroller of Maryland, Field Enforcement Division.



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

NOTICE

Application has been made by David R Rinehart, President, and Hilari M. Rinehart, Secretary, representing Hilco, Inc., to upgrade from a Class B, Country Inn, Beer, Wine, and Liquor License with Caterer's Privilege (CP) to a Restaurant Class B, Beer, Wine, and Liquor License with Caterer's Privilege (CP) on the premises known as:

Brampton Bed and Breakfast Inn
25227 Chestertown Road
Chestertown, MD 21620

which shall authorize the holder thereof to keep for sale and to sell Beer, Wine, and Liquor at the place therein described, for on-premises consumption, or elsewhere. A hearing on the application will be held in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on June 11, 2024, at 10:00 a.m. at which time any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

A handwritten signature in blue ink, reading "Sondra M. Blackiston".

Sondra M. Blackiston
Clerk/KATE Manager

PUBLISH KCN 05/23/24, 05/30/24

TESTIMONY LOG

PUBLIC HEARING

June 11, 2024

**Hilco, Inc., DBA Brampton Bed and Breakfast Inn
Upgrade to Restaurant Class B, Beer, Wine, and Liquor License
with Caterer's Privilege (CP)**

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (Please Print)

1. Jamie Wms
2. _____
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**Greenwill Consulting Group: Lesly Feliz, Ivan Lanier, and Jonathon
Carpenter**

6/11/2024

County Commissioners Meeting

Item Summary:

Post-session Summary

ATTACHMENTS:

Description

6.10.24 Kent Agenda



Kent County Agenda – Tuesday, June 11, 2024

1. Introduction of the 2024 Legislative Session

- a. Review of major topics and challenges, focusing on the budget deficit

2. FY 25 Budget Allocations

a. SB 361 - County-Specific Capital Budget Allocations:

- Operation THRIVING ACRES: *Grant for MizMaryland, Inc. for barn, herbal processing facility, commercial kitchen, and other facilities*
- Kent County High School Tennis Courts
- Kent Narrows Landing: Bulkhead replacement
- Kent County Middle School: Construction
- Aging Schools Program
- Chesapeake College - Campus-wide facilities renewal
- Program Open Space - Park acquisition and development
- Chestertown - Carpenter Park Playground
- State Facilities in the County - Sassafras Natural Resource Management Area trail system

3. Legislation

- a. **HB 186:** Eastern Shore Code Counties - Maximum Hotel Rental Tax Rate - Alteration: All four code home rule counties on the Eastern Shore (Caroline, Kent, Queen Anne's, and Worcester) have a hotel rental tax rate of 5% for fiscal 2024. House Bill 186 authorizes code counties on the Eastern Shore to set a hotel rental tax rate of up to 6%.
- b. **Senate Bill 453/House Bill 576:** Require an Assisted Outpatient Treatment Program to be established in each county by July 1, 2026, setting standards for these programs. In counties that do not establish their own program, the MDH must establish one. Annual general fund spending increases between \$11.8 million and \$11.9 million from fiscal 2026 to 2029.
- c. **House Bill 35:** Requires county permit offices to include the estimated cost of construction when submitting a copy of a building permit to SDAT.
- d. **Senate Bill 783:** Makes changes to laws regarding solar energy systems and establishes several solar energy property tax incentives. Authorizes



local governments to reduce or eliminate the percentage of the assessment of real property with a solar energy generating system on its canopy.

- e. **House Bill 66:** Authorizes county and municipal governments to grant a property tax credit for residential real property owned by a public school system employee, apartment or condominium buildings with health or safety improvements made on or after July 1, 2024, and those used for local housing programs for homeless individuals or families.
- f. **Senate Bill 321/House Bill 765:** Authorize local governments to grant a property tax credit against county or municipal property tax for hotel or residential development projects meeting certain criteria. Repeals similar provisions for Wicomico County, not affecting projects started between July 1, 2021, and June 1, 2024.
- g. **Senate Bill 14/House Bill 1281:** Authorize Baltimore City, counties, and municipalities to designate tourism zones, exempting certain gross receipts from admissions and amusement taxes, and grant property tax credits to qualifying tourism enterprises in these zones.
- h. **House Bill 2:** Authorizes Baltimore City and county governments to establish a subclass of real property for vacant lots or improved properties cited as vacant and unfit for habitation, allowing a special property tax rate.
- i. **Senate Bill 446/House Bill 280:** Authorize counties and municipalities to establish a local trust fund for repairing or rehabilitating infrastructure within communities under the Maryland Condominium Act or the Maryland Homeowners Association Act. Funds consist of property tax revenues, appropriations, donations, and investment earnings.

4. Interim

- a. Maryland Department of Environment Funding Opportunities
- b. Maryland Department of Public Safety & Correction Services Meeting
- c. Discussion of 2025 legislative requests



Department of Legislative Services
General Assembly of Maryland
Dates of Interest
2024 Interim

June						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
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7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

August						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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September						
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29	30					

October						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June	1	Other than emergency bills and as otherwise provided, earliest date for 2024 enacted bills to take effect
July	1	Effective date for budgetary, tax, and revenue bills
	28-31	Council of State Governments, Eastern Regional Conference (<i>Baltimore, Maryland</i>)
August	5-7	National Conference of State Legislatures (<i>Louisville, Kentucky</i>)
	30	Deadline for executive agency submission of FY 2026 budgets
	30	Deadline for executive agency submission of departmental legislation to Governor
October	1	Customary date for 2024 enacted bills to take effect
	20	Report due from the Capital Debt Affordability Committee
November	1	Statutory deadline for members of the General Assembly to request drafting of prefiled bills
	5	General Election
	20	Statutory deadline for members of the General Assembly to approve drafted bills for prefile introduction
December	20	Report due from the Spending Affordability Committee
	30	Compilation of Legislative Committee Reports on Interim Activities to be submitted to the Legislative Policy Committee and the General Assembly
	TBA	Board of Revenue Estimates' forecast of budget revenues for FY 2025 and 2026 (generally mid-December)
January 2025	8	First day of the 2025 session of the General Assembly (Wednesday) (<i>Monday, April 7, is the last day of the 2025 90-day legislative session</i>)

HOLIDAYS AND OTHER OBSERVANCES

June	19	Juneteenth*	November	5	Election Day*
July	4	Independence Day*		11	Veterans Day*
September	2	Labor Day*		28	Thanksgiving Day*
	12	Defenders Day		29	American Indian Heritage Day*
October	2-4	Rosh Hashanah	December	25	First day of Hanukkah
	11-12	Yom Kippur		25	Christmas Day*
	14	Indigenous People's Day* (Columbus Day)	January	1	New Year's Day*
				2	Last day of Hanukkah

*State Holiday

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5400/5410
TTY: 410-946/301-970-5401
TTY users may also use the Maryland Relay Service
E-mail: libr@mlis.state.md.us
Home Page: <http://mgaleg.maryland.gov>



General Assembly of Maryland			
SENATE		HOUSE OF DELEGATES	
Leadership		Leadership	
President of the Senate Bill Ferguson		Speaker of the House Adrienne A. Jones	
President Pro Tem Malcolm Augustine Majority Leader Nancy J. King Deputy Majority Leader Arthur Ellis Majority Whip Joanne C. Benson Deputy Majority Whips Katie Fry Hester Benjamin F. Kramer Cory V. McCray Charles E. Sydnor, III Minority Leader Stephen S. Hershey, Jr. Minority Whip Justin Ready		Speaker Pro Tem Dana Stein Deputy Speaker Pro Tem Jared Solomon Majority Leader David Moon Deputy Majority Leader Kriselda Valderrama Majority Whip Jazz Lewis Chief Deputy Majority Whips Vaughn Stewart Melissa Wells Deputy Majority Whips Marlon Amprey Charlotte Crutchfield Andrea Fletcher Harrison Julian Ivey Steve Johnson Lesley Lopez Julie Palakovich–Carr	Sheila Ruth Karen Toles Courtney Watson Minority Leader Jason C. Buckel Minority Whip Jesse Pippy Assistant Minority Leader April Rose Assistant Minority Whip Brian Chisholm Chief Deputy Minority Whip Wayne Hartman Deputy Minority Whips Kevin B. Hornberger Seth Howard Susan McComas Charles J. Otto Teresa Reilly William Valentine
STANDING COMMITTEES		STANDING COMMITTEES	
Budget and Taxation Chair – Guy Guzzone Vice Chair – Jim Rosapepe Education, Energy, and the Environment Chair – Brian Feldman Vice Chair – Cheryl C. Kagan Finance Chair – Pamela Beidle Vice Chair – Katherine Klausmeier Judicial Proceedings Chair – William C. Smith, Jr. Vice Chair – Jeff Waldstreicher Executive Nominations Chair – Antonio L. Hayes Vice Chair – Clarence K. Lam Rules Chair – Shelly Hettleman Vice Chair – C. Anthony Muse		Appropriations Chair – Ben Barnes Vice Chair –Mark S. Chang Economic Matters Chair – C.T. Wilson Vice Chair – Brian M. Crosby Environment and Transportation Chair –Marc Korman Vice Chair – Regina T. Boyce Health and Government Operations Chair – Joseline Peña-Melnyk Vice Chair – Bonnie Cullison Judiciary Chair – Luke Clippinger Vice Chair – J. Sandy Bartlett Ways and Means Chair –Vanessa E. Atterbeary Vice Chair – Jheanelle K. Wilkins Rules and Executive Nominations Chair – Anne Healey Vice Chair –Marvin E. Holmes, Jr.	
STATUTORY COMMITTEES			
Legislative Policy Committee Senate Chair – Bill Ferguson House Chair – Adrienne A. Jones Administrative, Executive, and Legislative Review Senate Chair –Mary L. Washington House Chair – Samuel I. Rosenberg Audit and Evaluation Senate Chair – Clarence K. Lam House Chair – Jared Solomon Chesapeake / Atlantic Coastal Bays Critical Area Senate Chair – Sarah K. Elfreth House Chair – Dana M. Stein Children, Youth, and Families Senate Chair – Mary-Dulany James House Chair – Jen Terrasa	Cybersecurity, Information Technology, and Biotechnology Senate Chair – Katie Fry Hester House Chair – Anne Kaiser Ending Homelessness Senate Chair – Jill P. Carter House Chair –<i>Vacancy</i> Fair Practices and State Personnel Oversight Senate Chair – Clarence K. Lam House Chair – Dalya Attar Federal Relations Senate Chair – Jill P. Carter House Chair – Lily Qi Gaming Oversight Senate Chair – Cory V. McCray House Chair – <i>Vacancy</i> Legislative Ethics Senate Chair – Charles E. Sydnor, III House Chair – J. Sandy Bartlett	Legislative Information Technology and Open Government Senate Chair –Vacancy House Chair – Luke Clippinger Management of Public Funds Senate Chair – Arthur Ellis House Chair – Courtney Watson Spending Affordability Senate Chair – Jim Rosapepe House Chair – Mark S. Chang Unemployment Insurance Oversight Senate Chair – Benjamin F. Kramer House Chair – Lorig Charkoudian Workers’ Compensation Benefit and Insurance Oversight Senate Chair – Katherine Klausmeier House Chair – Sheree Sample-Hughes	
03-12–2024			



Bill Webb, Health Officer, Kent County Health Department
6/11/2024
County Commissioners Meeting

Item Summary:

Kent County Local Drug and Alcohol Abuse Council Appointments

ATTACHMENTS:

Description

LDAAC Novus Cover Page

LDAAC Annotated Code of MD., Health Title 8, Sub. 8-1001

06.11.24 Appointment Letters LDAAC



The Kent County Local Drug and Alcohol Abuse Council

Annotated Code of Maryland, Health - General Title 8, Subtitle 10, 8-1001

- (a) Each county shall have a local drug and alcohol abuse council.
- (b) On application from a county, the Governor or the Governor's designee may designate a county criminal justice coordinating council, substance abuse advisory council, or other agency or organization as the local drug and alcohol abuse council for that county.
- (c) Except as provided in subsection (b) of this section, a local drug and alcohol abuse council shall consist of the following individuals:
 - (1) The health officer of the local health department, or the health officer's designee;
 - (2) The director of the local department of social services, or the director's designee;
 - (3) The Regional Director of the Department of Juvenile Services, or the Director's designee;
 - (4) The Regional Director of the Division of Parole and Probation, or the Director's designee;
 - (5) The State's Attorney for the county, or the State's Attorney's designee;
 - (6) The district public defender for the district in which the county is located, or the district public defender's designee;
 - (7) The chief of the county police department, if the county has a police force, or the sheriff, if the county does not have a police force, or that individual's designee;
 - (8) The president of the local board of education, or the president's designee;
 - (9) A representative of the county executive, the Mayor of Baltimore City, or the county commissioners or county council in counties with no county executive, as appropriate;
 - (10) For charter counties and in Baltimore City, a representative of the county council or the city council in Baltimore City, appointed by the chairperson or president of the county council or city council;
 - (11) The county administrative judge of the circuit court for the county, or the judge's designee;
 - (12) The administrative judge of the district court for that district, or the judge's designee; and
 - (13) The following individuals appointed by the county executive, the Mayor of Baltimore City, or the county commissioners or county council in counties with no county executive, as appropriate:
 - (i) At least one recipient of addictions treatment services;
 - (ii) Two substance abuse providers, at least one of whom has experience with services to individuals with co-occurring substance abuse and mental health disorders;
 - (iii) At least one substance abuse prevention provider;
 - (iv) At least one individual who is knowledgeable and active on substance abuse issues that affect the county;
 - (v) The superintendent, warden, or director of the local correctional facility located in the county or in Baltimore City the warden of the Baltimore City Detention Center; and
 - (vi) At least one other individual who is knowledgeable about treatment of substance abuse in the county, including members of civic organizations, the chamber of commerce, health care professional organizations, or the clergy.
- (d)
 - (1) The term of a member appointed under subsection (c) of this section is 4 years.
 - (2) The terms of members are staggered as required by the terms provided for members of the council on July 1, 2004.
 - (3) At the end of a term, a member continues to serve until a successor is appointed and qualifies.

- (4) A member who is appointed after a term has begun serves only for the rest of the term and until a successor is appointed and qualifies.
- (e) The local drug and alcohol abuse council shall:
 - (1) Determine its own governing structure, including issues relating to appointment of a member to serve as chairman;
 - (2) Develop and submit a plan to the Administration as required in this section;
 - (3) Submit a summary report to the Governor or the Governor's designee on or before December 1, 2004, on its membership, organization, rules, progress in developing a plan, and compliance with this section; and
 - (4)
 - (i) On July 1, 2005, and every 2 years thereafter, submit a local plan as described in subsection (f) of this section to the Governor, or the Governor's designee; and
 - (ii) Report every 6 months to the Administration on its progress in implementing the plan.
- (f) A local plan shall:
 - (1) Include the plans, strategies, and priorities of the county for meeting the identified needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention, and treatment services;
 - (2) Include a survey of all federal, State, local, and private funds used in the county for alcohol and drug abuse evaluation, prevention, and treatment; and
 - (3) Be in a format as prescribed by the Administration.
- (g) A county or unit of a county applying for funds from a State unit for any alcohol or drug abuse evaluation, prevention, or treatment services within that county shall submit that application to the local drug and alcohol abuse council for its consideration.
- (h)
 - (1) The local drug and alcohol abuse council may recommend to any federal or State unit or private foundation that an application for any funds for drug or alcohol abuse evaluation, prevention, or treatment services in the county be approved.
 - (2)
 - (i) A local drug and alcohol abuse council shall consider whether the grant application is consistent with the local plan and the strategies and priorities set out in the local plan.
 - (ii) A recommendation by a local drug and alcohol abuse council may include any additional information the council considers useful to the governmental unit or private foundation in its consideration of the application.
- (i)
 - (1) The Administration may provide each local drug and alcohol abuse council with any necessary technical assistance.
 - (2) The Administration shall provide any funds available from the Maryland Substance Abuse Fund or other sources for operation of a local council on submission of a request for funds and approval of a budget in accordance with Administration regulations.
- (j) The planning, reporting, and reviewing requirements for a local drug and alcohol abuse council under this section do not apply unless appropriate State funding for fulfilling the requirements has been provided.



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 11, 2024

Kathryn Dilley
Executive Director
Mid Shore Behavioral Health
28578 Mary's Court, Ste 1
Easton, MD 20601

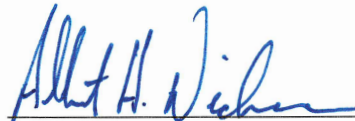
Re: Kent County Local Drug and Alcohol Abuse Council (LDAAC)

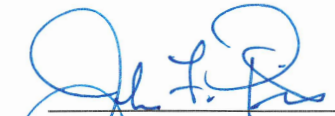
Dear Ms. Dilley:

It is our pleasure to advise that you have been appointed as a member of the Local Drug and Alcohol Abuse Council for a term ending May 31, 2026. You will be notified of meeting dates and other pertinent information in the near future. We have enclosed a copy of the membership roster for your files and information. Your interest and willingness to serve on this Council is sincerely appreciated.

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

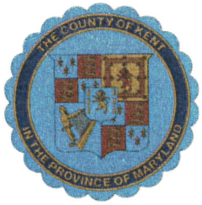

Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

KCC/tlt

CC: William Webb, Health Officer, Kent County Health Department
Pete Landon, Director, Office of Emergency Services



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 11, 2024

Annette Duckery
Prevention Coordinator
Kent County Health Department
125 S. Lynchburg Street
Chestertown, MD 21620

Re: Kent County Local Drug and Alcohol Abuse Council (LDAAC)

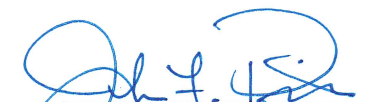
Dear Ms. Duckery:

It is our pleasure to advise that you have been appointed as a member of the Local Drug and Alcohol Abuse Council for a term ending May 31, 2027. You will be notified of meeting dates and other pertinent information in the near future. We have enclosed a copy of the membership roster for your files and information. Your interest and willingness to serve on this Council is sincerely appreciated.

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: William Webb, Health Officer, Kent County Health Department
Pete Landon, Director, Office of Emergency Services



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 11, 2024

Brett Forrest
Registered Peer Supervisor, RIM Center
Kent County Health Department
125 S. Lynchburg Street
Chestertown, MD 21620

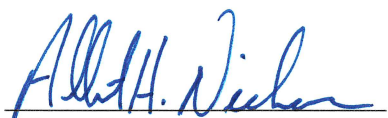
Re: Kent County Local Drug and Alcohol Abuse Council (LDAAC)

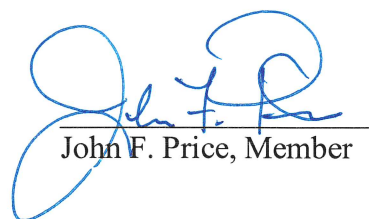
Dear Mr. Forrest:

It is our pleasure to advise that you have been appointed as a member of the Local Drug and Alcohol Abuse Council for a term ending May 31, 2025. You will be notified of meeting dates and other pertinent information in the near future. We have enclosed a copy of the membership roster for your files and information. Your interest and willingness to serve on this Council is sincerely appreciated.

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: William Webb, Health Officer, Kent County Health Department
Pete Landon, Director, Office of Emergency Services



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 11, 2024

Jennifer McCready
Interim Local Addiction
Kent County Health Department
125 S. Lynchburg Street
Chestertown, MD 21620

Re: Kent County Local Drug and Alcohol Abuse Council (LDAAC)

Dear Ms. McCready:

It is our pleasure to advise that you have been appointed as a member of the Local Drug and Alcohol Abuse Council for a term ending May 31, 2025. You will be notified of meeting dates and other pertinent information in the near future. We have enclosed a copy of the membership roster for your files and information. Your interest and willingness to serve on this Council is sincerely appreciated.

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: William Webb, Health Officer, Kent County Health Department
Pete Landon, Director, Office of Emergency Services



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 11, 2024

Carla M. Thorpe
Director of A.F. Whisitt Center
Kent County Health Department
125 S. Lynchburg Street
Chestertown, MD 21620

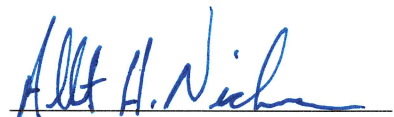
Re: Kent County Local Drug and Alcohol Abuse Council (LDAAC)

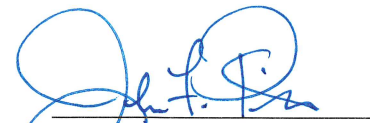
Dear Ms. Thorpe:

It is our pleasure to advise that you have been appointed as a member of the Local Drug and Alcohol Abuse Council for a term ending May 31, 2026. You will be notified of meeting dates and other pertinent information in the near future. We have enclosed a copy of the membership roster for your files and information. Your interest and willingness to serve on this Council is sincerely appreciated.

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: William Webb, Health Officer, Kent County Health Department
Pete Landon, Director, Office of Emergency Services



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 11, 2024

Latonya Cotton-Tilghman
Clinical Director
Kenah One Health Care Services
308 N Crain Highway
Glen Burnie, MD 21060

Re: Kent County Local Drug and Alcohol Abuse Council (LDAAC)

Dear Ms. Cotton-Tilghman:

It is our pleasure to advise that you have been appointed as a member of the Local Drug and Alcohol Abuse Council for a term ending May 31, 2028. You will be notified of meeting dates and other pertinent information in the near future. We have enclosed a copy of the membership roster for your files and information. Your interest and willingness to serve on this Council is sincerely appreciated.

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: William Webb, Health Officer, Kent County Health Department
Pete Landon, Director, Office of Emergency Services



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 11, 2024

Steve Wallace
Captain
Kent County Detention Center
104 Vickers Drive - Unit A
Chestertown, MD 21620

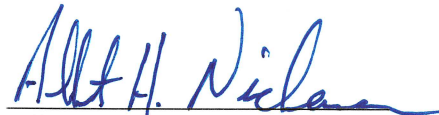
Re: Kent County Local Drug and Alcohol Abuse Council (LDAAC)

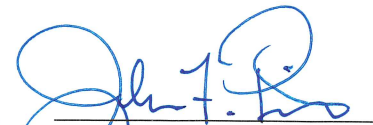
Dear Mr. Wallace:

It is our pleasure to advise that you have been appointed as a member of the Local Drug and Alcohol Abuse Council for a term ending May 31, 2027. You will be notified of meeting dates and other pertinent information in the near future. We have enclosed a copy of the membership roster for your files and information. Your interest and willingness to serve on this Council is sincerely appreciated.

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

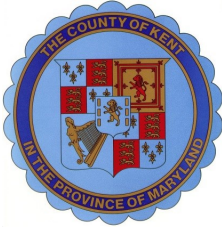

Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

KCC/tlt

CC: William Webb, Health Officer, Kent County Health Department
Pete Landon, Director, Office of Emergency Services



Bill Webb, Health Officer, Kent County Health Department
6/11/2024
County Commissioners Meeting

Item Summary:

Environmental Health Fee Schedule

ATTACHMENTS:

Description

Kent County Health Department Request for Fiscal Year 2025 - Fees



KENT COUNTY
HEALTH DEPARTMENT



COUNTY OF KENT

WILLIAM WEBB, HEALTH OFFICER
125 S. LYNCHBURG STREET, CHESTERTOWN, MARYLAND 21620 • PHONE: 410-778-1350

STATE OF MARYLAND

3/19/2024

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

VIA EMAIL: Sheller@Kentgov.org

RE: Environmental Health Fee Schedule Increases

Dear Ms. Heller,

I am writing to request that the County Commissioners review and approve an increase to our current fee schedules for the Environmental Health program. These fees have not been updated in over 16 years and have not kept pace with our operating expenses. To ensure that the proposed increases are comparable to our neighbors, we surveyed what they charge and provide the current range of prices for reference. In situations where our proposed fee is higher than others, this typically reflects a low volume service that entails significant effort to complete.

If the Commissioners approve I seek to implement the new schedule on July 1, 2024.

Attached you will find two (2) schedules of fees: 1) Environmental Health Fees and 2) Building Permit fees.

I look forward to discussing this request with the Commissioners and answering any questions they may have. I believe these fees represent a fair value for our citizens while ensuring the Health Department can continue to protect the citizens of Kent County.

Sincerely,

William Webb MS
Health Officer



KENT COUNTY HEALTH DEPARTMENT



COUNTY OF KENT

WILLIAM WEBB, HEALTH OFFICER
125 S. LYNCHBURG STREET, CHESTERTOWN, MARYLAND 21620 • PHONE: 410-778-1350

STATE OF MARYLAND

Kent County Health Department Environmental Health Program Proposed Fee Schedule March 19, 2024

Service	Current Fees	Proposed Fees	Range of Fees From Other Counties	Notes:
Bathing Beach Permit	\$200.00	\$300.00	\$120 - \$400	
Building Permit - House	\$25.00	\$200.00	\$75 - \$200	
Building Permit - Warm Season Grasses	\$0.00	\$0.00	\$0.00	Invasive species removal remain at no cost
Burning Permit	\$25.00	\$50.00	\$75 - \$150	
Camp Permit	\$200.00	\$300.00	\$120 - \$200	
FSF Late Fee*	\$100.00	\$100.00	\$100.00	1-30 days late = \$100.00, beyond 31 days late = \$350.00
FSF Menu Review/HACCP*	\$100.00	\$100.00	\$500 - \$750	
FSF Plan Review*	\$350.00	\$450.00	\$150 - \$750	
FSF Reinspection Fee*	\$0.00	\$100.00	\$100 - \$500	1st re-inspection fee at no cost, additional re-inspections at \$100.00 each visit
Land Evaluation per lot	\$400.00	\$500.00	\$270 - \$570	
Mobile Home Park Permit	\$250.00	\$350.00	\$180 - \$300	
Permanent FSF High Priority*	\$300.00	\$400.00	\$300 - \$590	
Permanent FSF Low Priority*	\$200.00	\$300.00	\$120 - \$200	
Permanent FSF Moderate Priority*	\$250.00	\$350.00	\$250 - \$400	
Pool & Spa Permit	\$200.00	\$350.00	\$120 - \$500	
Pool Operator Card	\$15.00	\$20.00	\$25.00	
Sanitary Surveys	\$0.00	\$50.00	\$30 - \$200	
Seasonal FSF operating < 6 mos*	\$150.00	\$200.00	\$200.00	
Septic Installer License	\$250.00	\$300.00	\$150 - \$250	
Septic Permit	\$400.00	\$500.00	\$250 - \$480	
Temporary Food Permit	\$25.00	\$50.00	\$75 - \$200	Non-Profits remain at no cost
Well Permit	\$160.00	\$160.00	\$160.00	

Effective July 1, 2024

* FSF: Food Service Facility

* HACCP: Hazzard Analysis Critical Control Point

Comparison Data: Cecil, Caroline, Talbot, Dorchester, Wicomico, Somerset, Anne Arundel.



KENT COUNTY
HEALTH DEPARTMENT



COUNTY OF KENT

WILLIAM WEBB, HEALTH OFFICER
125 S. LYNCHBURG STREET, CHESTERTOWN, MARYLAND 21620 • PHONE: 410-778-1350

STATE OF MARYLAND

Environmental Health Program
Proposed Fee Schedule
March 19, 2024

Building Permits

Service	Current Fees	Proposed Fees	Notes:
Accessory Building	\$25.00	\$85.00	Proposed fee eliminates graduated fee based on square footage
Agricultural Building	\$25.00	\$50.00	Proposed fee eliminates graduated fee based on square footage
Amendment	\$25.00	\$25.00	
Deck, Porch, Breezeway	\$85.00	\$100.00	
Demolition	\$0.00	\$0.00	
Dog Kennel	\$35.00	\$35.00	
Fence, door, window	\$65.00	\$75.00	
Hunting Trailer	\$25.00	\$25.00	
Marina	\$20.00	\$30.00	Per slip
New Dwelling	\$150.00	\$200.00	
Permit Revision	\$25.00	\$35.00	
Pier, Boat Lift, Pilings, Walkway	\$100.00	\$100.00	
Renovations	\$100.00	\$150.00	
Roof Replacement	\$85.00	\$85.00	
Sediment Control	\$100.00	\$100.00	
Sign	\$30.00	\$30.00	
Solar Panels	\$85.00	\$100.00	
Swimming Pools	\$50.00	\$100.00	
Tennis court / Spa / Hot tub	\$50.00	\$100.00	
Use Permit / Zoning Certificate	\$35.00	\$35.00	
Plat Review	\$50.00	\$75.00	
Plat Review - TAC*	\$50.00	\$75.00	

Effective July 1, 2024

*Technical Advisory Committee



Jo Manning, Town Administrator, Town of Millington
6/11/2024
County Commissioners Meeting

Item Summary:

Request For Contingency Funds

ATTACHMENTS:

Description

KC request for funding - signed

06.11.24 Project Cost Proposal Millington Ditch, Jo Manning, Town Administrator, Town of Millington

Town of Millington
Incorporated 1890
P. O. Box 330 - Millington, Maryland 21651
Phone: (410) 928-3880
Website: millingtonmd.us

Date: June 7, 2024

Subject: Tax Ditch/Stormwater Drainage System

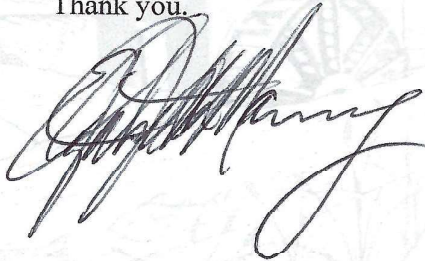
Task 1 Storm Drain System Inventory & Inspection - \$45,100.00

This is the initial inventory and inspection of our stormwater inventory which includes what is currently known as the Public Tax Ditch. We would like to request support from Kent County's contingent funding in the amount of \$15,100.

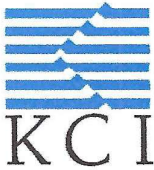
As Task 1 is scheduled; the Town will be working towards the dissolution of the Public Drainage Association and disbursement of funds currently being held from taxes paid by those in the benefited area.

Task 2 and Task 3 will be part of funding requests through USDA and MDE; and incorporated into the Developers Rights & Responsibilities for future developments.

Thank you.

A handwritten signature in black ink, appearing to read "Kevin Hemstock", is written over a large, faint circular seal. The seal contains the text "EST. 1754" and "INC. 1890" around a central emblem.

Kevin Hemstock, Mayor
Michelle Holland, Council Mark Linton, Council
Zita Seals, Council Wayne Starkey, Council



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

PROFESSIONAL SERVICES AGREEMENT

May 7, 2024

Town of Millington
402 Cypress Street P.O. Box 330
Millington, MD 21651

Client's Authorized Representative: Ms. Jo Manning
Town Administrator

Subject: Town of Millington Storm Drain System Inventory-Inspection & Stormwater Management Assessment ("Project")

KCI Project Number: 122400605P

KCI Technologies, Inc. ("KCI") is pleased to submit this professional services proposal (the "Proposal") to the Town of Millington ("Client") for the services (the "Services") described in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the General Provisions (see Exhibit A). If this Proposal is accepted and executed by Client, then the General Provisions, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

SCOPE OF SERVICES

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

KCI proposes to perform the following Services:

Employee-Owned Since 1988

RISE TO THE CHALLENGE

WWW.KCI.COM

Task 1 – Storm Drain System Inventory and Inspection

KCI will inventory and note the type, size, and material of an assumed 300 stormwater structures (inlets, outfalls, junction boxes, manholes), and associated stormwater conveyances (pipes, ditches) and one BMP. KCI will conduct a condition assessment of the stormwater structures and conveyances that will note any defects (cracked pipe, full of sediment, etc.). Photos will also be collected (landscape / structure / defect). In addition, KCI will perform a visual inspection of one BMP and will generate a BMP inspection report noting any deficiencies found along with recommended maintenance actions.

KCI will not inspect Route 291 and Route 313 as they are assumed to be the responsibility of Maryland State Highway (SHA). KCI will request storm drain data from SHA to show connectivity with the Town's storm water infrastructure that KCI will collect.

KCI will store all storm drain inventory and inspection data collected in the field directly into a custom NPDES Geodatabase that KCI will develop using ArcGIS Field Maps software. During storm drain inventory and inspection, the KCI field crew will inspect pipe condition using a pole-mounted camera that allows the user to optically zoom up to 200 feet inside pipes without having to perform Confined Space Entry. This pole mounted camera is configured to display a digital video feed to our rugged laptop computers via a wireless connection.

The KCI field crew will use the field data collection application to identify issues requiring maintenance, such as the accumulation of sediment and debris in a stormwater conveyance. Potential storm drain work orders will be documented, photographed and reviewed and approved by the KCI Project Manager prior to Client submission.

KCI will provide the Town with a KMZ file containing data for all stormwater structures, conveyances, and BMPs that were field screened and inventoried. The KMZ file will be submitted via email or other format is requested by the Town.

KCI will create a summary report of the Storm Drain Inventory-Inspection work described above, including methodology and inventory-inspection statistics, will be prepared to summarize work completed under this task.

Task 2 – Drainage and Stormwater Management Assessment

Major drainage structures, open channels, and outfalls will be evaluated for overall feature condition and stability. Locations of concentrated runoff, excessive ponding and flooding encroachment onto private properties will be evaluated during both dry and wet weather conditions (Assume 2 total days for 1 x dry weather and 1 x wet weather field visit).

Drainage area boundaries will be delineated utilizing the most recent GIS and topographic data available in the public domain in conjunction with our field shot topography. Drainage area maps will be prepared to illustrate the watershed boundaries and hydrologic characteristics of the area. Using these drainage areas, land use mapping, soils data, and NOAA Atlas-14 rainfall data, KCI

will perform hydrologic computations to develop rainfall depth / duration / peak discharge values for three separate storm events. KCI will use this hydrologic data in conjunction with the existing conditions data collected on the drainage network to perform hydraulic computations to evaluate the effectiveness of the existing storm drain network and to identify problem areas. The hydraulic computations will include the large open channel conveyance as well as the closed pipe network including the structures identified during task 1 up to a total of 300 structures.

Using the results of the hydrologic and hydraulic analyses, KCI will generate conceptual plans for potential improvements to inlets and storm drain pipes to address the problem areas identified within the closed pipe network. KCI will also generate a conceptual flood mitigation exhibit to address the standing water locations identified within the open channel conveyance portion of the network described in the survey task below.

KCI will prepare a Preliminary Engineering Report that discusses the project goals, methodologies, and findings. The report will include discussions of the hydraulic analysis performed and identify existing drainage concerns and recommended solutions. The proposed concept plan will be incorporated into the report and will include concept-level construction cost estimates for use in planning.

Task 3 – Survey

KCI will perform a detailed field location and elevation survey of the storm drain structures (top/flow line, inverts) and pipes (size, material, assumed connectivity) for approximately 300 drainage structures. We will also obtain topographic survey data of the large open channel conveyance that runs through town from the upstream end on the east at the Town boundary to the downstream side of the culvert under River Road. The data for the open channel conveyance will be obtained from the NOAA Publicly available dataset: 2015 USGS Lidar: Sandy MD and PA contour information. The field shot survey data will be combined with the NOAA data to create a base plan to support the calculations and analyses included in task 2. Survey data will be provided as an AutoCAD Civil 3D .dwg (no signed and sealed paper plans are included in this scope of work).

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

KCI's fee for the Services will be the following hourly rates listed below by personnel classification multiplied by the number of hours worked by each respective person:

<u>Job Classifications</u>	<u>Hourly Rate</u>
Senior Project Manager – Engineer	\$ 235.00 / hr.
Practice Leader	\$ 200.00 / hr.
Survey Crew	\$ 200.00 / hr.
Senior Project Manager – Scientist	\$ 165.00 / hr.
Survey PLS	\$ 160.00 / hr.
Project Manager	\$ 135.00 / hr.
Senior Project Scientist	\$ 120.00 / hr.
Project Designer	\$ 115.00 / hr.
Project Scientist	\$ 105.00 / hr.
Survey Tech	\$ 100.00 / hr.
Scientist	\$ 85.00 / hr.
Scientist in Training	\$ 70.00 / hr.

DIRECT EXPENSES AND CHARGES

In addition to the above fees, Client shall also pay KCI the following expenses and charges:

1. \$0.670 per mile for all automobile mileage associated with KCI's normal performance of Services.

Based upon currently available information, KCI estimates that the fees for the Direct Expenses and Charges associated with the performance of the Services will be approximately **\$184,300.00.**

Fee Breakdown:

KCI will bill the Client based on separate lump sum fees for each of the three Scope of Work items:

1. Storm Drain System Inventory and Inspection	\$ 45,100.00
2. Drainage and Stormwater Management Assessment	\$ 72,300.00
3. Survey	<u>\$ 66,900.00</u>
	\$ 184,300.00

ADDITIONAL SERVICES

Experience indicates that certain additional services ("Additional Services") may be appropriate, required, or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are the result of many situations and decisions too numerous to include here but two such examples are your decision, or your contractor's, to deviate from current plans or standards, or a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

For Client's reference, the following are some examples of Additional Services that may be necessary to complete the Services but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Services within the Scope of Services unless and until a mutually agreed to written amendment is executed by the parties.

FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in written amendment when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with the Town on this Storm Drain System Inventory-Inspection & Stormwater Management Assessment project. The KCI point of contact ("POC") if you have questions about this Proposal, the General Provisions, or any other attachment is Matthew Ortynsky, who may be contacted at either 302-318-1080 or matthew.ortynsky@kci.com.

Respectfully,



Bruce R. Thompson
Practice Leader / Senior Associate
KCI Technologies, Inc.
1352 Marrows Road
Newark, DE 19711

ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this Proposal on behalf of the Client does hereby warrant that he/she has full authority to do so. Unless otherwise identified in Section 18, NOTICES, Client agrees that the person executing this Proposal will be the designated recipient.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.

Name

Title

Date

EXHIBIT A

GENERAL PROVISIONS

**These General Provisions are incorporated by reference in the Proposal
for the performance of Services by KCI as of the date of the executed Proposal.**

1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract ("Agreement") to KCI and Client requests and authorizes KCI to proceed with Services, the terms and conditions of this Agreement will be in force and govern the Services and the relationship of the parties.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

Although KCI will attempt to complete all Services in a timely fashion, KCI does not guarantee, expressed or implied, the time when Services are completed. If applicable, KCI will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

If applicable to the Services, if Client possesses neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land related to the Services, one of the following conditions must be fulfilled by Client within ten (10) business days after receipt of a fully executed copy of this Agreement:

- i. Client must secure express written authorization from the rightful owner of the property that (1) grants KCI the right to provide the Services on or about the property or parcel(s) in question; and (2) acknowledges and affirms the entire terms of this Agreement and the range of Services rendered by KCI; or
- ii. Client must pay an additional fee to KCI in an amount equal to thirty percent (30%) of the gross contract before KCI commences the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

If applicable to the Services, when KCI Services require KCI personnel or subconsultants to be at a project site, KCI agrees it and its subconsultants will comply with the Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of KCI, nor the presence of KCI or its employees and subconsultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

6. DOCUMENTS

Upon final payment, KCI hereby assigns to Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Services. Documents and Materials are the

documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

Until final payment and during the provision of Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

Client will include in all contracts in any way related to the Services provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications.

Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such Documents or Materials, the hard copies shall govern.

7. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages, and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

The Client agrees to indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in Section 5, RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY; changes/modifications to Documents and Materials referenced in Section 6, DOCUMENTS; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees KCI incurs as a result of late-payment referenced in Section 10, PAYMENTS; and, where applicable, any loss or damage to KCI or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Neither the Client nor KCI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

If applicable to the Services, Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed \$25,000 or the total compensation received by KCI under this Agreement, whichever is the lesser.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against KCI for liquidated damages unless, pursuant to a final determination consistent with Section 12, DISPUTE RESOLUTION, KCI is found to be at least partially at fault, then KCI agrees to pay its proportionate share of liquidated damages.

If applicable to the Services, Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

If applicable to the Services, Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

8. INSURANCE

KCI maintains at least the following insurance: 1) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; 2) Workers Compensation Insurance in compliance with the statutes of the State that

has jurisdiction over its employees providing the Services to the required statutory amount; 3) Automobile Liability Insurance with a combined single limit of two million dollars (\$2,000,000); and 4) Professional Liability Insurance in the amount of at least two million dollars (\$2,000,000). Certificates of insurance may be provided upon request.

9. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement.

10. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt or, if applicable, fifteen (15) days after Client receives payment for the Services invoiced by KCI. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in Section 12, DISPUTE RESOLUTION. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all

certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

11. TERMINATION

Upon three (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

If Client has paid KCI in full pursuant to the terms of a termination for convenience, Client has the option within thirty (30) business days of the notice to terminate for convenience to request Services to resume provided KCI is given ten (10) business days written notice as to when Services shall resume and only after Client and KCI have agreed on the Services, schedule, and fee. If Client fails to resume the Services as provided herein, KCI shall have no obligation to resume the Services at any time thereafter.

If the termination for convenience is due to Client being terminated for convenience, then Client shall vigorously pursue on behalf of KCI the compensation due KCI. KCI agrees to cooperate fully in Client's efforts to pursue any claims allowed including providing any necessary documentation and cost records.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

12. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. If after thirty (30) business days the Claim remains unresolved, then the parties agree to submit the Claim for confidential, non-binding mediation with both parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the parties. The parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission. Both parties agree that the choice of law shall be the laws of the State of the KCI office executing the Agreement, regardless of any other choice of law provisions.

If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City of the State of the KCI office executing the Agreement. Prior to the exercise of this right, the party seeking judicial relief shall provide the other party thirty (30) days' prior written notice before filing such judicial action.

13. CERTIFICATE OF MERIT

Either consistent with the applicable Certificate of Merit statute or pursuant to this Agreement, Client shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Client shall have first provided KCI with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with Section 4, STANDARD OF CARE. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to Section 12, DISPUTE RESOLUTION.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

16. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

17. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar

or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

18. NOTICES

All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the party's designated recipient at the following:

Client:

Ms. Jo Manning, Town Administrator
Town of Millington
402 Cypress Street P.O. Box 330
Millington, MD 21651
410-928-3880
townadmin@millingtonmd.us

KCI:

Bruce R. Thompson, Practice Leader / Senior Associate
KCI Technologies, Inc.
1352 Marrows Road
Newark, DE 19711
302-318-1068
bruce.thompson@kci.com

Unless otherwise identified above, Client agrees that the person executing this contract will be the designated recipient.

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contract information from the above will not be effective until such time as written notice is provided to the other party in accordance with this Section 18.

19. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

This Agreement shall be governed by the laws of the State of the KCI office executing the Agreement, regardless of its or any other choice of law provisions.

Both parties agree that KCI is an independent contractor.

KCI shall have the right, at its expense, to post prominently advertising signage at the location and on vehicles and equipment acknowledging KCI is providing services.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and

enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.



Gail Webb Owings, Executive Director, Eastern Shore Heritage, Inc.
6/11/2024
County Commissioners Meeting

Item Summary:

National Heritage Areas and Stories of the Chesapeake Heritage Area Updates

ATTACHMENTS:

Description

National Heritage Areas June 2024



NATIONAL HERITAGE AREA FOR THE STORIES OF THE CHESAPEAKE HERITAGE AREA

June 2024

What is a National Heritage Area



- National Heritage Areas are places where historic, cultural, and natural resources combine to form cohesive, nationally important landscapes.
- Unlike national parks, National Heritage Areas are large lived-in landscapes. Consequently, National Heritage Areas entities collaborate with communities to determine how to make heritage relevant to local interests and needs.

What is a National Heritage Area



- In 1984, the first National Heritage Area, Illinois and Michigan Canal National Heritage Area, was signed into law by President Ronald Reagan. In his dedication speech, Reagan referred to National Heritage Areas "a new kind of national park" that married heritage conservation, recreation, and economic development. Today, the program includes 62 National Heritage Areas across the country.
- National Heritage Areas (NHAs) are designated by Congress as places where natural, cultural, and historic resources combine to form a cohesive, nationally important landscape. Through their resources, NHAs tell nationally important stories that celebrate our nation's diverse heritage. NHAs are lived-in landscapes. Consequently, NHA entities collaborate with communities to determine how to make heritage relevant to local interests and needs.

National Heritage Area Facts



- Sixty-two [NHAs](#) have been designated by Congress since 1984. Each NHA is created through individual federal law.
- NHA designation recognizes the national importance of a region's sites and history.
- Through annual Congressional appropriations, NPS passes funds to NHA entities. Although most entities are authorized to receive up to \$1 million annually over a set period of time, actual annual appropriations range from \$150,000 – \$750,000.

National Heritage Area Facts



- The financial assistance component of the program is secured with legal agreements, accountability measures, and performance requirements for NHA entities.

Benefits of National Heritage Areas

- **Sustainable economic development** – NHAs leverage federal funds (NHAs average \$5.50 for every \$1.00 of federal investment) to create jobs, generate revenue for local governments, and sustain local communities through revitalization and heritage tourism
 - **Healthy environment and people** – Many NHAs improve water and air quality in their regions through restoration projects, and encourage people to enjoy natural and cultural sites by providing new recreational opportunities.
-



Benefits of a National Heritage Area



- Improved Quality of Life –Through new or improved amenities, unique settings, and educational and volunteer opportunities, NHAs improve local quality of life.
- Education and Stewardship – NHAs connect communities to natural, historic, and cultural sites through educational activities, which promote awareness and foster interest in and stewardship of heritage resources.
- Community Engagement and Pride – By engaging community members in heritage conservation activities, NHAs strengthen sense of place and community pride.

Financial and Technical Assistance



Designated National Heritage Areas receive funding and technical assistance for capacity building, planning, and implementing programs and projects. Through annual Congressional appropriations, NPS administers funds to National Heritage Area coordinating entities. Annual appropriation for new National Heritage Areas range while working on management plans is \$150,000.

When the management plan is complete NHAs they can receive \$300,000- \$700,000 annually in matching funds depending on Congressional Appropriations.

Federal Administration



Each National Heritage Area is established by law and assigned for administration to the Secretary of the Interior via the National Park Service. Subject to available funding, the National Park Service administers financial assistance and provides oversight of federal funds via legal agreements to the NHA local coordinating entities.

Federal Administration



The National Park Service also provides technical assistance to include coordination among and between agencies and partner organizations in management planning, resource preservation and protection, interpretation and education, and economic development. Sometimes a federally managed facility, such as a national park or wildlife refuge, already exists or is created within a National Heritage Area boundary. In those cases, the federally managed facility has no role in managing the NHA and is another local partner which may collaborate on NHA activities.

Proposed National Heritage Area



A National Heritage Area centered on the Stories of the Chesapeake Heritage Area extending from the C and D Canal to and including Dorchester County.

Designation Process

Designation follows a legislative process

- Feasibility study
- Introduction of Bill in Congress
- Passage of Congressional Bill
- Drafting of the legislative bill may occur simultaneously with the development of the feasibility study



Local Coordination

The legislation that creates a new NHA will name a local coordinating entity (e.g. a non-profit, state/local government, university, or federal commission), typically identified in the feasibility study, responsible for creating a management plan and implementing it in collaboration with local networks, partners, and landowners. The local coordinating entity is the recipient of the federal funds administered by the National Park Service. Various government and private entities own or manage lands within each NHA.





Steps to Creating Feasibility Study

- Define the Study Area
 - Develop a Public Participation Strategy
- Determine Areas Contribution to National Heritage
 - Development of Potential Themes
- Inventory Natural, Historical and Cultural Resources

- Integrity Determinations
- Determination Heritage Area is consistent with continued economic development
- Management Accessment & Accessment of Impacts
 - Boundary Delineation
- Adminsitration and Financial Feasibility



National Park Service Evaluation Criteria

1. An area has an assemblage of natural, historic, or cultural resources that together represent distinctive aspects of American heritage worthy of recognition, conservation, interpretation, and continuing use, and are best managed as such an assemblage through partnerships among public and private entities, and by combining diverse and sometimes noncontiguous resources and active communities;
2. Reflects traditions, customs, beliefs, and folklife that are a valuable part of the national story
3. Provides outstanding opportunities to conserve natural, cultural, historic, and /or scenic features
4. Provides outstanding recreational and educational opportunities;



National Park Service Evaluation Criteria

5. The resources important to the identified theme or themes of the area retain a degree of integrity capable of supporting interpretation;

6. Residents, business interests, non-profit organizations, and governments within the proposed area are involved in the planning, have developed a conceptual financial plan that outlines the roles for all participants including the federal government, and have demonstrated support for designation of the area



7. The proposed management entity and units of government supporting the designation are willing to commit to working in partnership to develop the heritage area

8. The proposal is consistent with continued economic activity in the area;

9. A conceptual boundary map is supported by the public; and

10. The management entity proposed to plan and implement the project is described

Questions





**Allan Haniffee, Acting Warden, Steve Wallace, Captain, Kent County
Detention Center
6/11/2024
County Commissioners Meeting**

Item Summary:

Correct Rx Medication Contract Renewal

ATTACHMENTS:

Description

06.11.24 KCDC Correct RX Pharmacy Services Agreement Renewal



AGREEMENT RENEWAL TO PROVIDE PHARMACY SERVICES

This agreement, by and between Kent County Detention Center (hereinafter "Kent County") and Correct Rx Pharmacy Services, Inc. a Maryland corporation (hereinafter "Correct Rx").

STATEMENT OF WORK

Presently Kent County is providing health care services to detainees at the Kent County Detention Center (hereinafter referred to as "Facility"). As part of its responsibilities, Kent County is responsible for providing medications to detainees at this Facility (hereinafter "Medications").

Kent County wishes to utilize the services of Correct Rx and, correspondingly, Correct Rx wishes to provide such services to Kent County.

Now, therefore, Kent County and Correct Rx do hereby agree as follows:

1. Kent County's Utilization of Correct Rx's Services

For the term of this Agreement, Kent County will, when available, make best efforts to utilize the services of Correct Rx for the providing of Medications at this Facility.

2. Term of this Agreement

This Agreement shall be for a term of one (1) year commencing July 1, 2024, and shall automatically renew annually thereafter, unless otherwise terminated as set forth herein.

3. Scope of Work

Throughout the term of this Agreement, Correct Rx agrees to provide the following services at the Facility:

- Fill and Deliver Prescription. Correct Rx will fill all Medications daily, Monday through Saturday. All orders transmitted to Correct Rx by 4:00 p.m. Eastern Time daily, Monday through Friday, will be filled and delivered to the Facility the next day. All orders transmitted to Correct Rx before 12:00 noon Eastern Time on Saturday will be filled and delivered to the Facility on Monday unless notified otherwise. The Facility agrees to cooperate with Correct Rx regarding ordering schedule.

- Holidays. Correct Rx will be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Correct Rx will provide written notice to the Facility in advance of any changes in the schedule for ordering or delivery due to holidays.
- Emergency Service. Correct Rx will contract with a local pharmacy to provide all emergency medications that cannot be received by the normal delivery process. Correct Rx will invoice Kent County for all emergency medications at the cost charged to Correct Rx.
- Dispensing System. Correct Rx will dispense most medications utilizing a "blister card" medication packaging system.
- Medication Quantities. Correct Rx shall dispense oral tablets and capsule medications in quantities requested by the Facility depending on the frequency of the dosing and the needs of the Facility.
- Controlled Substances. Correct Rx agrees to provide all prescribed controlled substances in blister cards of 30 doses for easy accountability and will dispose of unused controlled substances, at no expense to the Facility, according to applicable State and Federal regulations.
- Intravenous Fluids. Correct Rx will provide all requested intravenous solutions and related administration sets using the Add-vantage packaging system where available.
- Drug Box. Correct Rx shall maintain a drug box located at the Facility. Items in each drug box will be determined in consultation with Kent County's Health Administrator and the Medical Director.
- Generic Medications. Correct Rx shall dispense all Medications generically unless there is no generic substitute. All generic medications will be A or AB rated by the FDA.
- Equipment: Fax Machine. Correct Rx will loan a fax machine to the Facility for the transmission of physician's orders to the pharmacy. Correct Rx will make available an "800" number to the Facility for toll-free fax and phone communication. This equipment will remain the property of the Correct Rx throughout the term of this Agreement and upon termination of the Agreement shall be returned to Correct Rx or paid for by Kent County.
- Reports. Correct Rx will provide Kent County with monthly and quarterly reports on pharmaceutical usage. Kent County will work with Correct Rx to develop an agreed upon format.

- Medication Administration Records (MARs). Correct Rx will provide Kent County with computer generated Medication Administration Records (MARs) delivered to the Facility no later than the 27th day of each month for the following month for all detainees who have prescribed medications.
- Meetings & Inspections. Correct Rx shall participate in a quarterly Pharmacy and Therapeutics Committee meeting at the Facility with the medical staff. Correct Rx shall provide a licensed consultant pharmacist to conduct quarterly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a periodic review of medication records. Quarterly site inspections of the Facility will be performed at no additional charge to the Facility.

4. Liability Insurance

At all times during the term of this Agreement, Correct Rx shall maintain professional liability insurance coverage of, at a minimum, \$1,000,000 per occurrence and \$3,000,000 aggregate. In addition, Correct Rx shall provide Kent County with a certificate of insurance evidencing such insurance coverage.

5. Pricing

- a. Fees: For the services to be provided as documented in paragraph 3 supra, Correct Rx shall be paid for all medications supplied as follows:

Brand Medications: Average Wholesale Price Minus Fifteen Percent (AWP-15%)

Generic Medications: Average Wholesale Price Minus Fifty-Five Percent (AWP-55%)

- b. Cooperative Procurement Method: Correct Rx will extend this pricing to public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services.
- c. Payment Terms: Correct Rx is only entitled to invoice Kent County once a month and no sooner than the third of the following month. All invoices are due Net 30 days. A finance charge of .5% per month (an annual percentage rate of 6%) may be charged on all amounts 30 days or more past due.

6. Returns

Correct Rx will arrange for the pickup and return of all unused or discontinued medication. Correct Rx will allow 100% credit at Correct Rx's cost for return of full, separately charged, unused solid medications with a value greater than \$2.00.

Credit is issued in compliance with state and federal regulation when following this criterion:

- The prescription medication did not leave the control of the licensed healthcare member responsible for the security and handling of that prescription and the drug did not come into the physical possession of the individual for whom it was prescribed.
- The labeling and packaging of the prescription drug are accurate, have not been altered, defaced, or tampered with, and include the identity, strength, expiration date, and lot number of the prescription drug.
- The prescription medication was dispensed in unit dose packaging or original manufacturer's packaging (e.g. unused bulk products including liquids, creams, inhalers, ointments, drops, etc.).
- The medication was dispensed as patient specific. No credit is provided on stock.
- The prescription medication is not a controlled substance, expired, damaged, deteriorated, or contaminated; and
- All medications must be returned in the original container in which they were issued and have a minimum of 90 days shelf life remaining.
- Controlled substances, specialty drugs, refrigerated medications, biologicals, and medications for which efficacy requires un-breached original manufacturers packaging upon opening are not eligible for credit.

7. Representation and Warranties.

a. Correct Rx Representations and Warranties.

- 1) Correct Rx represents and warrants that it is currently in compliance with all State, Federal and local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this Agreement.
- 2) Correct Rx further represents and warrants that its dispensing of medications shall always comply with governing State, Federal and Local pharmaceutical laws, and regulations.

- 3) Correct Rx further represents and warrants that Ellen H. Yankellow has the necessary authority to enter into this Agreement on behalf of Correct Rx.

b. Kent County Representations and Warranties

Kent County represents and warrants that its duly authorized representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of Kent County.

8. Notices

All notices or other writings required under this agreement shall be deemed to have been made when sent by certified mail to the following address or to such other address as the parties may designate in writing:

PHARMACY:

Correct Rx Pharmacy Services, Inc.
Attn: Ellen H. Yankellow, PharmD
President and CEO
1352 Charwood Road, Suite C
Hanover, Maryland 21076

TO:

Kent County Detention Center
Attn.: Steve Wallace, Captain
104 Vickers Drive Unit A
Chestertown, Maryland 21620

9. Representatives

Correct Rx hereby designates Joseph A. DeMino, Vice President of Distribution to be available to service the Agreement and resolve any problems which relate thereto. Similarly, Kent County designates Steve Wallace, Captain, as its local contact. Either party may change the designated representatives at any time upon notification to the other party.

10. Termination

With Cause:

If either party defaults in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice, then the non-defaulting party will have the right, in addition to any other rights it may have, to terminate the Agreement by further written notice of intent to terminate this Agreement on any future date not less than thirty (30) days from the date of such further notice.

Without Cause:

This Agreement may be terminated by either party for any reason upon the giving of 120 days advanced written notice to the other party of such termination.

11. Correct Rx as Independent Contractor.

The parties acknowledge that Correct Rx is providing the services contemplated hereunder as an independent contractor and is neither an agent, employee, partner, or joint venturer of, or with Kent County.

12. Indemnification

Correct Rx covenants and agrees that it will indemnify and hold harmless Kent County and all of Kent County's officers, agents, or employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Correct Rx or any of its agents, representatives or employees, during the performance of this Agreement, whether direct or indirect, and to any person or property to which Kent County or said parties may be subject, except that neither Correct Rx nor any of its agents, representatives or employees will be liable under this section for damages arising out of injury or damage to any person or property directly caused or resulting from the sole negligence of Kent County or any of its officers, agents or employees.

13. Amendment to Agreement

No amendment to this Agreement shall be valid or enforceable unless in writing and executed by duly authorized representatives of both parties.

14. Third Party Beneficiaries

The parties agree that they have not entered into this Agreement for the benefit of any third person or persons and it is their express intention that the Agreement is for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

15. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any cause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions hereunder.

16. Captions

The captions appearing in the paragraphs in this Agreement are for convenience only. They are not a part of this Agreement and do not, in any way, limit or amplify the terms and provisions hereunder. In addition, in the event any provision of this Agreement is deemed ambiguous, such provision shall not be construed against Correct Rx because Correct Rx was primarily responsible for the drafting of this Agreement, since both parties hereby assume equal responsibility for the drafting of this Agreement.

17. Counterparts

This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. Governed Law

The laws of the State of Maryland govern this Agreement and any disputes that arise here from shall be determined exclusively within the Maryland courts. Each party consents to the Maryland courts' jurisdiction over it and designates, if necessary, the Maryland Secretary of State to accept service on its behalf.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of that commencement date documented in paragraph 2 supra.

County Commissioners of Kent County

By: Ronnie Fithian Date: 06/11/24
Ronald H. Fithian, President

Kent County Detention Center

By: _____ Date: _____
Steve Wallace, Captain

Correct Rx Pharmacy Services, Inc.

By: Ellen H. Yankellow Date: 5/23/2024
Ellen H. Yankellow, PharmD
President and CEO



**Allan Haniffee, Acting Warden, Steve Wallace, Captain, Kent County
Detention Center
6/11/2024
County Commissioners Meeting**

Item Summary:

FY2025 Mid Shore Behavioral Health Renewal and Extension

ATTACHMENTS:

Description

06.11.24 FY2025 Mid Shore Behavioral Health, Unit Reimbursement Contract, Maryland Community Criminal Justice Treatment Program, Kent County MH 355 CSA

Appendix 1 - Scope of Work



**FY 2025
UNIT REIMBURSEMENT CONTRACT
MARYLAND COMMUNITY CRIMINAL JUSTICE TREATMENT PROGRAM
KENT COUNTY
MH 355 CSA**

AGREEMENT OF RENEWAL AND EXTENSION

This Agreement, made this 1st day of May 2024 by and between, Mid Shore Behavioral Health, Inc. ("MSBH"), a non-stock corporation organized under the laws of the State of Maryland, and **Kent County Detention Center** ("Provider").

RECITALS

WHEREAS, MSBH and Provider are parties to an Agreement which began July 1, 2019, with the Maryland Department of Health ("MDH"), as the Core Service Agency ("CSA") as that term is defined in Section 10-1201 *et seq.* of the Health General Article of the Annotated Code of Maryland for Caroline, Dorchester, Kent, Queen Anne's, and Talbot Counties; and

WHEREAS, MSBH has the option to renew that Agreement with Provider, and has given Provider written notice of its intent to renew the Agreement to continue to provide the services referenced in the Agreement; and

WHEREAS, MSBH and Provider both desire to renew the Agreement from July 1, 2023, through June 30, 2024 (the "Contract Period"), for an additional fiscal year, pursuant to the terms set forth in this Agreement of Renewal and Extension.

NOW, THEREFORE, in consideration of the mutual benefits and promises and legally adequate consideration, MSBH and Provider hereby mutually agree as follows:

A. The Agreement shall be renewed and extended and shall remain in full force and effect for the Contract Period commencing **July 1, 2024**, and continuing until **June 30, 2025**.

B. Payments under this Agreement of Renewal and Extension, which shall replace and supersede Section 3(b) of the Agreement, shall be as follows:

The contract price will not exceed **\$57,820**. MSBH shall pay the rate as noted for the Service upon receipt of approved contract deliverables and an Invoice (Appendix 3). All services as noted above will be paid for in monthly installments, unless otherwise specified in Contract Deliverables (Appendix 2). Such payments shall be made for the services rendered during the previous month(s). Provider's right to compensation and MSBH'S duty to compensate Provider are subject to

Provider's complying with the terms of Paragraph 4 of the FY20 Contract.

C. In all other respects, all provisions in the Agreement, including all Appendices attached to the Agreement, shall remain in full force and effect, except to the extent modified by such updated Appendices as are attached to this Agreement of Renewal and Extension.

D. In executing this Agreement of Renewal and Extension, Provider hereby covenants, warrants, and affirms that it has complied with, remains in compliance with, and shall continue to remain in compliance with all obligations, responsibilities and requirements under the Agreement and Appendices thereto. Provider specifically covenants, warrants, and affirms that it is fully in compliance with all provisions related to liability insurance, licensure and compliance with applicable laws and regulations and a lapse in compliance in these areas shall entitle MSBH to immediately terminate the Agreement and Agreement of Renewal and Extension.

E. To the extent there are inconsistencies between the Agreement and this Agreement of Renewal and Extension, the provisions of this Agreement of Renewal and Extension (including any Appendices attached hereto) shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year first written above, intending to be legally bound thereby.

WITNESS/ATTEST:



PROVIDER:

By: 

Date: 06/11/24

WITNESS/ATTEST:

MID SHORE BEHAVIORAL HEALTH, INC.

By: _____
Kathryn G. Dilley, Executive Director

Date: _____

FY25 MCCJTP – Kent County MH 355 CSA Kent County Detention Center Scope of Work

MCCJTP - Maryland Community Criminal Justice Treatment Program - Maryland based program that brings treatment and criminal justice professionals together to screen individuals with mental health concerns while they are confined in local jails, prepare treatment and aftercare plans for them, and provide community follow-up after their release. The program also offers services to probationers and parolees with mental health concerns and provides enhanced services to offenders with mental health concerns who are homeless and/or have co-occurring substance use disorders.

Kent County Detention Center agrees to:

1. Provide services to individuals in the criminal justice system diagnosed with a serious mental illness and are at risk for re-institutionalization.
 - a. Assess and identify individuals in the detention center who meet the priority population criteria for serious mental illness (SMI). SMI is defined as having a mental, behavioral, or emotional disorder that meets the criteria in the DSM-5-TR and that results in functional impairment that substantially interferes with or limits one or more major life activities. Per Maryland's Public Behavioral Health System, an individual with an SMI is 18 years or older, with the following diagnostic codes: F20.89, F30.10, F32.9, F31.9, F31.0, F31.9, F31.60, F39, F32.2, F32.3, F33.2, F22, F29, F21, F60.3.
2. Contract must include a Maryland licensed psychiatrist and/or a Maryland licensed Certified Registered Nurse Practitioner-Psychiatric Mental Health (CRNP-PMH) who shall provide psychiatric treatment:
 - a. A psychiatrist and/or Certified Registered Nurse Practitioner-Psychiatric Mental Health (CRNP-PMH) shall be employed for at least two (2) hours a week (104 hours annually).
 - b. Through tele-psychiatry, when appropriate, to eligible inmates as referred and recommended by a Maryland licensed behavioral health professional employed by the detention center. Tele-psychiatry may be used as a primary service provided the following:
 - i. Documentation must be included in the individual's chart and show that the inmate was made aware of the tele-psychiatric services he/she was to receive, and consent was obtained.
 - ii. Tele-psychiatry was appropriate clinical treatment for the individual inmate.
 - iii. Electronic transmission of the individual's session, including any information that identifies the individual, fully complies with HIPAA regulations.
 - iv. That the session was absent of equipment, connectivity, and transmission failures.
 - v. Inmate's response satisfied/unsatisfied with tele-psychiatry.
 - c. When tele-psychiatry is not appropriate or prevented due to technical failure, a Maryland licensed psychiatrist and/or a Maryland licensed Certified Registered Nurse Practitioner-Psychiatric Mental Health (CRNP-PMH) shall provide face-to-face psychiatric treatment as not to disrupt the treatment plan.
 - d. The evaluation tool to determine appropriateness for tele-psychiatry as a viable treatment method to be submitted to the Behavioral Health Administration's Coordinator of Special Programs at the Office of Crisis and Criminal Justice Services.
 - e. Medication management, excluding the purchase of medication, shall be provided per treatment plan.

FY25 MCCJTP – Kent County
MH 355 CSA
Kent County Detention Center
Scope of Work

3. Contract includes a licensed mental health professional who shall:
 - a. Conduct mental health screenings
 - b. Conduct mental health assessments
 - i. To determine appropriateness of inmate participation in tele-psychiatry treatment
 - ii. Document appropriateness in inmate's chart
 - iii. Individual and/or group therapy sessions
 - c. Short term crisis intervention
 - d. Be employed for a minimum of six (6) hours a week (312 hours annually)
4. Contract includes a case manager who shall be employed in Caroline County and provide:
 - a. Referral and coordination of community support services.
 - b. Advocacy for “mainstream” services.
 - c. Monitoring post-release compliance with treatment.
 - d. Be employed for twenty (20) hours a week (1,040 hours annually).
5. Ensure that the above-mentioned services are delivered and/or provided to a minimum of seventy-five (75) assessed and fifty (50) unduplicated individuals served.
6. Participate in 3 of 4 Quarterly Eastern Shore Behavioral Health Services Network (BHSN) meetings in addition to attending BHSN workgroups on an ongoing basis (either in person or via alternative options provided by MSBH) to address service delivery issues in the region. The minutes from the BHSN meeting will be provided to the Coordinator of Special Programs at the Office of Crisis and Criminal Justice Services upon request.
7. MSBH shall provide information to the vendor on behavioral health, including trauma and community health resources, so detention center staff members, community mental health providers, and other agencies involved are better equipped to assist MCCJTP participants reentering the community. This list of resources will also be sent to the MCCJTP Coordinator.
8. Provide a copy of contract with service provider to Mid Shore Behavioral Health, Inc. (MSBH).
9. Have an onsite detention center designee to attend the annual SIMS meeting as scheduled.
10. Ensure that detention center staff members and those involved with MCCJTP participants receive training in effective methods to work with participants, report on training to MSBH in Annual Narrative.
11. Demonstrate efforts to attain co-occurring capability as an organization/agency or advocate for access to co-occurring services.
12. Attend all MSBH contract meetings as scheduled.
13. BHA Scheduled Quarterly Program Meetings Participation



FY25 MCCJTP – Kent County
MH 355 CSA
Kent County Detention Center
Scope of Work

14. Submit a copy of the agency's disaster preparedness plan.
15. Strive to transform their agency to be fully equitable for all people; regardless of race, ethnicity, national origin, age, sexual identity, faith, gender, and persons who are differently abled.

Special Requirements

1. This award is based on estimated levels of state funds. If actual allocations differ from current estimates, this award may be adjusted accordingly.
2. Services funded with these Conditions cannot be billed under Maryland's Public Behavioral Health System.
3. Any proposed "re-purposing" of grant funds shall be discussed with the LBHA and approved by the Director of the Office of Criminal Justice Behavioral Health Services, Behavioral Health Administration.
4. Failure to comply with these Conditions of Award may result in the following, until such time that areas of non-compliance are corrected, including but not limited to:
 - a. Loss of award
 - b. Future audit exceptions
 - c. Dis-allowance of expenditures
 - d. Award reductions, and/or delay in payment of award funds
5. For identified areas of non-compliance, the LBHA/LAA shall:
 - a. Require a corrective action plan
 - b. Monitor corrective action progress and
 - c. Submit the completed monitoring report to the BHA within the specified timeframe



**Allan Haniffee, Acting Warden, Steve Wallace, Captain, Kent County
Detention Center
6/11/2024
County Commissioners Meeting**

Item Summary:

Pay Tel Master Service Agreement Addendum 3

ATTACHMENTS:

Description

06.11.24 Master Services Agreement Addendum 3 Pay Tel Communications, Inc.

**MASTER SERVICES AGREEMENT
ADDENDUM 3**

This Addendum, entered into the 11 of June, 2024, between Kent County, Maryland ("Customer") of the one part and Pay Tel Communications, Inc. ("Pay Tel") of the other part modifies the Master Services Agreement dated April 23, 2019, as amended by Addendum 1 dated June 30, 2020 and Addendum 2 dated December 14th, 2021, hereafter referred to as the "Agreement".

For and in consideration of the mutual promises and covenants contained herein, Pay Tel and Customer hereby agree to modify the Agreement as follows:

1. **3.1 Term.** The current term expiring on June 18, 2030 will remain unchanged. As previously agreed, at the end of the then current term this Agreement shall be automatically renewed for successive one (1) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term.
2. **6.0 Equipment and Services Provided by Pay Tel.** The current services provided to Customer will be modified as follows:
 - a. The current HomeWAV video visitation product provided by Pay Tel under this Agreement will be replaced by Pay Tel's inteVISIT™ solution. Installation will be scheduled in coordination with Customer.
 - b. The new inteVISIT™ configuration will provide for remote video visitation and on-site video visitation as directed by Customer's policies. Video messaging service will be discontinued.
 - c. Customer agrees to allow daily access to remote video visitation throughout the day during normal waking hours on both inteTABLET™ and inteKIOSK™ devices.
 - d. From the time of the upgrade, visitation recordings will be stored on-line for six (6) months and retained off-line for an additional six (6) months, providing a total of twelve (12) months of recording access.
 - e. This product replacement will be provided, supported and maintained at no cost to Customer.
3. **Agreement Exhibit C - Rates and Commissions** – Exhibit C is hereby replaced with the attached revision reflecting the current rates and commissions for all services.
4. **Agreement Exhibit D – Special Configuration Settings** – Exhibit D is hereby replaced with the attached revision reflecting the settings.

KENT COUNTY, MARYLAND

A body corporate and politic

By: Ronnie Fithian

By: Ronald H. Fithian

Authorized Agent for Customer

Date: 06/11/24

Attest: [Signature]

PAY TEL COMMUNICATIONS, INC.:

By: _____

By: Vincent Townsend

President, Pay Tel Communications, Inc.

Date: _____

Attest: _____

**MASTER SERVICES AGREEMENT
ADDENDUM 3
REVISED EXHIBIT C**

RATES & COMPENSATION

Inmate Phone Calls

Call Type	Pay Tel Per Minute Rate	Facility Compensation
Local	\$.10	42%
IntraLATA	\$.16	42%
InterLATA	\$.16	42%
Interstate + International 10-Digits -- Canada, Puerto Rico, US Virgin Islands, Guam	\$.16	N/A
International Mexico	\$.21	42%
International Other	\$.21	42%

**Applicable local, state and federal taxes and mandatory regulatory fees will be applied in addition to the above rate per minute without markup or additive.*

Other Services

Description	Maximum Rate to Inmate or Consumer	Commission
InteleVISIT™ On-site Visits	No Cost	N/A
inteleVISIT™ Remote Visits	\$.30 per minute	N/A
inteleMESSAGE™	\$.25 per message	20%
Entertainment paid for with inmate funds	\$.05 per minute	N/A
Entertainment paid for with Education Credits	No Cost	N/A
Magazine Selection	\$.02 per minute	N/A

**MASTER SERVICES AGREEMENT
ADDENDUM 3**

REVISED EXHIBIT D

SPECIAL CONFIGURATION SETTINGS

Free Calls

Description	Quantity	Duration Limit
Free Local Calls	Via designated phone in booking area	5 Minutes
Other		

Other

Description	Setting
Default Call Duration Limit	30 Minutes
Default Phone Operating Hours	As currently configured



Jamie Williams, Director, Economic and Tourism Development
6/11/2024
County Commissioners Meeting

Item Summary:

Reallocation of Rural Maryland Economic Development Fund

ATTACHMENTS:

Description

Cover Page

06.11.24 Susan O'Neill, Upper Shore Regional Council Request to Reallocate RMED to Millington WWTP

Reallocation of Rural Maryland Economic Development Fund

**RURAL MARYLAND
ECONOMIC DEVELOPMENT FUND**

- 114 ECONOMIC DEVELOPMENT PROJECTS
- 15 RURAL COUNTIES ACROSS MARYLAND
- \$50 MILLION IN GRANT FUNDING





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 11, 2024

Susan O'Neill, Executive Director
Upper Shore Regional Council (USRC)
122 North Cross Street
Chestertown, MD 21620

RE: Request to Reallocate RMEDF from the Chestertown Business Campus Project to the Millington Wastewater Treatment Facility Project

Dear Ms. O'Neill:

The County Commissioners of Kent County are requesting that \$250,000.00 allocated to the Chestertown Business Campus (Route 213 Entrance) project be reallocated to the Millington Wastewater Treatment Facility (Expansion) project from the Rural Maryland Economic Development Fund (RMEDF).

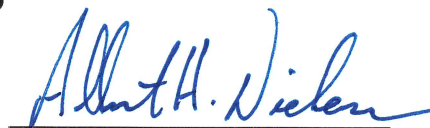
The Route 213 Entrance for the Chestertown Business Campus project has not progressed as anticipated, and the project will not be completed within the grant guidelines.

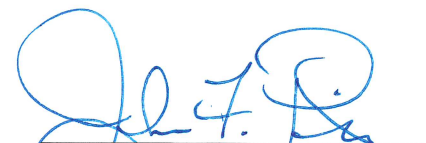
We understand the Memorandum of Understanding (MOU) between the USRC and the County Commissioners of Kent County, Maryland, for \$250,000.00 for the Chestertown Business Campus will be voided, and a new or updated MOU will be signed between the USRC and the County for the Millington Wastewater Treatment Facility.

We recognize that reallocating funding requires considerable effort and time, and we value the Upper Shore Regional Council's efforts in supporting projects vital to Kent County's future.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

Cc: Jamie Williams, Director of Kent County Economic and Tourism Development



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
6/11/2024
County Commissioners Meeting**

Item Summary:

FY2024 Minary's Dream Alliance Memorandum of Agreement Amendment

ATTACHMENTS:

Description

Cover Page

06.11.24 First Amendment to KCC KCLMB Contract with Minary's Dream Academy After School Program

Minary's Dream Academy

at Kent County Middle School



MINARY'S DREAM ALLIANCE



FIRST AMENDMENT to
County Commissioners of Kent County, Maryland
Kent County Local Management Board
Contract with Minary's Dream Alliance
for the Minary's Dream Academy After School Program

This First Amendment (this "Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between the County Commissioners of Kent County, Maryland ("County") and Minary's Dream Alliance ("Recipient").

WHEREAS, the funding for this project is provided by the Children's Cabinet Interagency Fund; and

WHEREAS, the Governor's Office of Crime Prevention, Youth & Victims Services approved a budget modification on May 17, 2024 that increased the budget by \$27,500 from \$95,000 to \$122,500 for this program; and

NOW THEREFORE, the County and the Recipient hereby agree that the Contract is hereby amended as follows:

1. Attachment A to the Agreement is deleted, and is replaced with Attachment A-2, which is attached hereto.
2. The total Not-To-Exceed (NTE) ceiling for the project is increased by \$27,500; from \$95,000 to \$122,500.
3. Except as herein above specifically modified, all terms and provisions of the Agreement are and shall remain in full force and effect, and the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below.

ATTEST/WITNESS:

Shirley M. Buchanan

COUNTY:

By: Ronnie Fithian

Ronnie Fithian

President, Kent County Commissioners

Date: 06/11/24

ATTEST/WITNESS: ~

Kim T. J. [Signature]

RECIPIENT:

By: Doncella Wilson

Doncella Wilson

Director, Minary's Dream Alliance

Date: 05/21/2024

EXHIBIT A: Program Summary

The vendor, Minary's Dream Alliance is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Minary's Dream Academy After School Program.

Specific goals for the FY24 program year include reducing chronic absenteeism in Kent County Middle School and improving student success.

Minary's Dream Academy After School program will be held at the Kent County Middle School, with satellite locations at Minary's Dream Alliance, and other sites as appropriate. The program days will be Tuesday, Wednesday, and Thursday from 3:00 pm-5:00 pm. for sixth, seventh and eighth grade students. Transportation will be provided for students who are not able to have a parent pick them up from the program. The Sultana Education Foundation will assist with transportation in between locations and activities when needed. PROGRAMMING WILL EXTEND INTO SUMMER (UNTIL JUNE 30TH) AND INCLUDE A TRIP FOR 13 GIRLS TO ATTEND THE SOUTHERN BLACK GIRL DREAM CONFERENCE IN ATLANTA.

The program will utilize the funds awarded under this contract as specified in the budget attached hereto as Exhibit B.

The program will collect evaluation data through evaluation tools developed in cooperation with the KCLMB and report on a quarterly basis as specified in Exhibit C.

Duration of Program Services

The services described will be carried out during the period July 1, 2023 to June 30, 2024. Vendor will notify the KCLMB if services are not active for 14 business days or more during this period.

Contact Information

When the present MOA is signed by the vendor and returned to KCLMB, the vendor will ensure that Exhibit D is up to date, which specifies vendor contact information for questions pertaining to this agreement. The vendor will inform KCLMB within 14 business days if the vendor contact or other information provided in Exhibit D changes.

Reporting Requirements:

All narrative and data reports are due quarterly unless otherwise indicated. The quarterly reporting periods are: July 1-September 30; October 1-December 31; January 1- March 31; April 1- June 30. All narrative and data reports are due the 10th business day of the month following the end of the quarter (October 16th, January 15th, April 12th, and July 15, 2024). Reports may be submitted prior to these dates. Reimbursements will be processed once all of the reporting elements for that quarter have been received, unless otherwise indicated. Please send electronic copies of the reports, signed to nwilson@kentgov.org.

Exhibit B – Expenditure Report

CAPITALS AND BOLD indicates a matter added to existing contract
~~Strike through~~ indicates a matter deleted from existing contract

- i. Summary of Monthly Expenditures (Exhibit B) signed, accompanied by a detailed general ledger report, electronic copies only (due monthly to KCLMB).
 - ii. A copy of receipts charged to this agreement or a detailed report on each line item must be kept as backup to support the Exhibit B summary expenditure report. Receipts must be organized by budget line item, and must tie to the Exhibit B budget line item totals. KCLMB will review these files including supporting documentation during site visits.
 - iii. A copy of signed time sheets or time management software charged to this agreement must be kept as backup to support the Exhibit B summary expenditure report. KCLMB will review these files including supporting documentation during site visits. A statement of employee hourly rate rates and the benefits rate will be verified as a separate document.
 - iv. Back up documentation will be submitted as requested by KCLMB and will otherwise be kept on site by the Vendor.
1. Exhibit C-1, Narrative Report. Please complete Exhibit C-1 each quarter.
 2. Exhibit C-2, Data. Also due quarterly. Please see attached spreadsheet and directions detailing the information to be reported for C-1 and C-2 in the excel worksheet provided.

Additional Contract Requirements:

1. Vendors must operate this program within a culturally competent environment. Broadly speaking, cultural competence is an environment in which participants feel welcomed and respected, in which they feel their ideas are welcomed and they can be successful regardless of their race, gender, age, socio-economic and education levels, or location of their home. Further training and engagement with racial equity and racial justice models is highly encouraged.
2. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
3. Compliance with reporting requirements. KCLMB reserves the right to withhold reimbursement from the contract payment if reports are not received on a timely basis, or if performance measure data is incomplete.

Other Documentation:

- Complete Exhibit E (acknowledgement of Background Check Requirement) and return with the signed MOA.

CAPITALS AND BOLD indicates a matter added to existing contract
~~Strike through~~ indicates a matter deleted from existing contract

**FY24 CPA
Minary's Dream Alliance**

- Complete and return Background Certification (Exhibit F) within 90 days of signing this MOA.
- Budget Modification Request Form (Exhibit G).
- Exhibit H must be submitted if equipment is purchased for the program. All fixed assets are property of the State of Maryland and must be inventoried and labeled as such.

Monitoring Schedule:

KCLMB will monitor programmatic contract compliance during the fiscal year. Programmatic monitoring may encompass file reviews and/or on-site reviews. A copy of the monitoring tool used by the KCLMB will be provided to the vendor prior to the visit of the Program Monitor. In addition, the KCLMB Fiscal Agent may conduct a fiscal review of documents and/or invoices that support the reimbursement requests for one or more quarters during the funding cycle.

Vendor's Acknowledgement:

Doncella Wilson

Name:

Title:

05/21/2024

Date

CAPITALS AND BOLD indicates a matter added to existing contract
~~Strike through~~ indicates a matter deleted from existing contract

MEMORANDUM OF AGREEMENT
by and between
KENT COUNTY LOCAL MANAGEMENT BOARD
and
MINARY'S DREAM ALLIANCE

THIS MEMORANDUM OF AGREEMENT (MOA) dated the 17 day of October, 2023 is between Kent County Local Management Board, hereafter referred to as "KCLMB", located at 400 High Street, Chestertown, Maryland 21620, and the organization known as Minary's Dream Alliance, hereafter referred to as "Vendor", located at 9155 American Legion Road, Chestertown MD 21620.

WHEREAS, the parties desire to work together to operate and implement the Minary's Dream Academy After School Program and to evaluate the outcomes funded and administered by KCLMB;

WHEREAS, KCLMB received funding to be utilized towards this program from the Children's Cabinet Interagency Fund.

WHEREAS, the program is to be funded in whole or in part by KCLMB under this MOA, the details of which are more fully described in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, the Contract Documents are to include multiple attachments, herein referred to as "Exhibits", and shall include:

- Exhibit A – Program Summary
- Exhibit B – Expenditure Report
- Exhibit C –
 - 1) Narrative Report
 - 2) Data Report
- Exhibit D – Vendor Contact Information
- Exhibit E – Background Check Requirements
- Exhibit F – Background Certification
- Exhibit G – Budget Modification Form
- Exhibit H – Fixed Asset/Purchase Request Form
- Exhibit I – General Terms and Conditions

NOW THEREFORE, the parties hereto agree as follows:

SECTION I. SCOPE OF RELATIONSHIP

- A. The Partnership. This MOA has been formed as a collaborative partnership in which KCLMB has invited the Vendor to implement Minary's Dream Academy After School Program, as further described in Exhibit A. This program will meet the State of Maryland's specifications in service, administration, and reporting, as set forth in the separate funding agreements between Kent County and the State of Maryland (the "State"). The amount of funding to the Vendor under this MOA shall be renegotiated in the event that funding to KCLMB from the

State is decreased for this program during the term of this MOA.

B. Vendor Covenants. In addition to providing the program, project, and/or services described in Exhibit A, the Vendor agrees to:

- (1) Track and report financial records and program information, including outcomes that are, in a manner, consistent with State and local KCLMB reporting requirements as stipulated in Exhibit A.
- (2) Provide KCLMB and select State agencies full access to all records and information related to services provided under this MOA, including client records.
- (3) Report financial and program information, including outcomes (Ex. C-1 & Ex. C-2), at the end of the MOA period to KCLMB in a form acceptable to the KCLMB.
- (4) Note the support of KCLMB in any press releases, promotional materials, or publicly accessible reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, annual reports, etc.

C. Independent Status. The Vendor shall always be considered an independent contractor. The Vendor is not an employee of KCLMB and shall not be entitled to any benefits as an employee. The Vendor is responsible for all income-related taxes.

SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding Amount. Vendor shall provide services over the course of the MOA term. The maximum amount of funding available to provide services under the MOA is ninety-five thousand dollars (\$95,000.00).

Unless otherwise provided herein, this is a cost-reimbursement agreement under which allowable and reasonable costs incurred by the Vendor in the fulfillment of this MOA are reimbursed in accordance with the terms and conditions of this MOA.

B. Term. This MOA extends for 12 months, from July 1, 2023 through June 30, 2024. One or both parties may terminate this MOA with at least thirty (30) days written notice. Termination may be without cause. If the MOA is terminated before the end of the term as provided herein, an accounting of the current and year-to-date expenses shall be made within a time frame established by the KCLMB.

C. Renewal. At the sole discretion of the KCLMB, this MOA may be renewed in one (1) year increments. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance, and any negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal. **This is the first renewal.**

- D. KCLMB Manual. Funding under this MOA is conditional upon compliance with the Local Management Board Policies and Procedures Manual, issued January 1st, 2021 by the Governor's Office for Children (the "LMB Manual"), and incorporated herein by reference. A copy of the KCLMB Manual is available for review in hardcopy, at the offices of KCLMB, or electronically, by being downloaded from the website at: <http://goccp.maryland.gov/children-and-youth/local-management-boards/> (under Local Management Boards Resources at the bottom of the webpage).
- E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of the Vendor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland, as amended, requiring criminal background checks.
- F. Budget Modifications. Any material modification to the Vendor's budget and/or program(s) funded under this MOA must be requested in writing (Exhibit G) and approved by KCLMB. All modifications should be submitted as soon as possible, not necessarily with quarterly reports. If the program budget expects to be underspent, KCLMB must be notified of an approximate amount and receive a budget modification by the third quarter reporting deadline (April 16th). KCLMB reserves the right to deny funding or reimbursement for Vendor modifications that are inconsistent with this provision.
- G. Property, Records and Data. Any reports, data, studies, property, equipment, or other materials generated, purchased, or arising from the use of funds under this MOA are the property of KCLMB and the State, and shall be accessible to and reviewable by both KCLMB and the State. Financial records shall be maintained by the Vendor for at least five (5) years after reconciliation by a certified public accountant or until an audit/monitoring is completed by KCLMB and/or the State, whichever is later. All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are considered property of the State and are therefore inventoried by KCLMB. The Vendor must submit Exhibit H-Fixed Assets with information that includes the serial number, make and model, and a label for the item that reads, "property of State of Maryland".
- H. Service Records.
- (1) Upon completion of services, service records will either be retained by the KCLMB or returned to and retained by the lead agency that referred the child to the program or the Board, as applicable.
 - (2) Service records will be retained for at least five years (5).
 - (3) Service records in any form, generated or created from the use of State funds provided under this contract, are the sole and exclusive property of the State.
- I. Limitations – Sectarian Activities. Funding provided under this MOA is conditional upon the Vendor's agreement that all eligible activities, services, or programs will be provided in a

manner that is free from religious influences and in accordance with the following principles:

- (1) Vendor will not discriminate against any employee and/or any person applying for participation in any eligible activity or program funded under this MOA on the basis of religion, and will not limit such activities or programs or give preference to persons (participants) on the basis of religion; and
 - (2) Vendor will NOT: provide religious instruction or counseling; conduct religious services or worship (not including voluntary nondenominational prayer before meetings or other events); engage in religious proselytizing; and exert any other religious influence in the provision of eligible activities or programs under this MOA.
- J. Lobbying Activities. The costs of influencing and lobbying activities associated with obtaining grants, contracts, cooperative agreements, or loans are unallowable expenses under this MOA.

SECTION III. DISTRIBUTION AND REPORTING REQUIREMENTS

- A. Frequency. Unless otherwise agreed to by the KCLMB, funds shall be distributed to the Vendor on a monthly basis following submission to KCLMB of an invoice(s) for services, as provided. The Vendor shall request funding distributions in writing, accompanied by quarterly reports (as detailed in Exhibit A) which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. The Vendor may request an advance of funding provided under this MOA at the time the MOA is executed. Such funding advance must be requested in writing and is subject to all reporting requirements under this MOA.
- B. Changes in Vendor Personnel. Vendor shall notify KCLMB in writing within fourteen (14) days of a vacancy or new hire in any employment position funded in whole or in part by this MOA.
- C. Final Report. At the end of the term of this MOA, the Vendor may be requested by KCLMB to submit a report detailing the services performed, outcomes identified, and recommended actions, if any. In the case of closing a Vendor account, a final report shall be submitted by the Vendor within thirty (30) days from conclusion of the MOA. Vendor's failure to timely file a report(s) required by KCLMB may result in the withholding of funding and/or reimbursement.

SECTION IV. CONFIDENTIALITY

The information and records related to the services performed under this MOA shall be confidential and shall not be disclosed by the Vendor without the express written consent of the program participants or, if a minor, the minor's parents or guardian, except where the information and records are being examined in conjunction with the administration of the program and/or services provided for under this MOA; or as may be required under State or federal law.

SECTION V. MISCELLANEOUS

- A. Governing Law. This MOA shall be governed, construed, and interpreted by, through, and under the Laws of the State of Maryland.
- A. Non-Waiver. No indulgence, waiver, election, or non-election by KCLMB under this MOA shall affect the Vendor's duties and responsibilities hereunder.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, the above parties affix hereto their signatures on the day and year first above written. Signing this MOA indicates that each person has read the above terms and agrees to adhere to these terms. Any amendment made to this MOA requires the authorized signatures of both KCLMB and Vendor representatives.

Witness our hand and seals:

KENT COUNTY COMMISSIONERS



Name: Ronald H. Fithian

Title: President, Kent County Commissioners

10/17/23
Date

MINARY'S DREAM ALLIANCE



Name: Doncella Wilson

Title: Director

10/10/23
Date

85-0988396

FEIN/Employer ID

EXHIBIT A: Program Summary

The vendor, Minary's Dream Alliance is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Minary's Dream Academy After School Program.

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2. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.
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Other Documentation:

- Complete Exhibit E (acknowledgement of Background Check Requirement) and return with the signed MOA.
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- Budget Modification Request Form (Exhibit G).

**FY24 CPA
Minary's Dream Alliance**

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Vendor's Acknowledgement:


Name: Doncella Wilson
Title: Executive Director

10/10/23
Date

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2023

LMB: Kent County Local Management Board

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly	Non-Children's Cabinet Funds that Directly		
Program/Strategy: Minary's Dream Academy After School Program (Minary's Dream Alliance)					For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
Personnel	65,454.00	0.00	0.00	\$65,454	
Salaries	54,545.00	0.00	0.00	\$54,545	For 43.45 Weeks: Program Coordinator \$30.44 per hour for 15 hours per week \$19,839 - hours
Fringe Costs	10,909.00	0.00	0.00	\$10,909	Include planning time and session time with students; Bi-Lingual Program Staff Member \$27.00 per hour for 10 hrs per week \$11,732; Program Staff Member \$28.00 per hour for 15 hours per week \$18,249; Finance Staff \$43.48 per hour for 2.5 hours per week \$4,723.
Operating Expenses	9,030.00	0.00	0.00	\$9,030	Fringe calculated at 20%
Communications	1,500.00	0.00	0.00	\$1,500	Cell phone reimbursement \$50/mo * 3 staff members for 10 months
Postage	130.00	0.00	0.00	\$130	158 * 224 mailings
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	1,000.00	0.00	0.00	\$1,000	50 * 600-\$300 rack cards; 20 * 3,500 copies-\$700
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	6,400.00	0.00	0.00	\$6,400	\$1,400 transporting fuel + 10 van rentals x \$500 per day = \$5000
Travel	3,060.00	0.00	0.00	\$3,060	
Business Travel	1,860.00	0.00	0.00	\$1,860	62 x 100 ml/month x 10 months x 3 staff members
Conferences/Conventions	1,200.00	0.00	0.00	\$1,200	\$400/staff member for annual MOST Unite 4 Youth Conference estimated Nov 2023
Contractual Services	2,700.00	0.00	0.00	\$2,700	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	2,700.00	0.00	0.00	\$2,700	\$50 stipend for Cultural Connection Presenter (5); Behavioral Health Professional \$25*20 hours; YMCA \$300/group session x 4 sessions; Sultana \$250/group session x 3 sessions
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment/Furniture	0.00	0.00	0.00	\$0	Laptop for program staff
Other	14,756.00	0.00	0.00	\$14,756	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	3,620.00	0.00	0.00	\$3,620	\$10/student (50) for misc. supplies like paper, markers, glue, etc = \$500; Socio-emotional materials for mindfulness, affirmations, youth trauma informed books \$20/student(50)-\$1,000; \$40 x 53 entrance passes for enrichment trip = \$2,120
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	2,500.00	0.00	0.00	\$2,500	Cooking classes ingredients \$10/student x 50 x 2 sessions = \$1,000; Snacks/Drinks \$3/student x 50 students x 10 months = \$1,500
Other (specify)	8,636.00	0.00	0.00	\$8,636	10% of costs
TOTAL budget for Minary's Dream Academy After School Program (Minary's Dream Alliance)	\$95,000	\$0	\$0	\$95,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)	0.00	0.00	0.00	0.00	
County/City In-Kind	0.00	0.00	0.00	0.00	
Fee for Service	0.00	0.00	0.00	0.00	
MSDE	0.00	0.00	0.00	0.00	
Other (Enter Source Here)	\$0	0.00	0.00	\$0	
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA	\$0	0.00	0.00	\$0	
CPA/Children's Cabinet FUNDING REQUEST	\$95,000			\$95,000	
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$95,000	

Kent County Local Management Board Ex. C Data and Narrative Report
Program: Minary's Dream Academy

Performance Measure*	For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	Q1 Due Oct. 16	Q2 or HY1 Due Jan 15 Total Unduplicated Count	Q3 Due April 12	Q4 or HY2 Due July 15 Total Unduplicated Count for the Year	Data Discussion: Definitions, Notes about how Data is collected	Story Behind: Explain trends in data, why are numbers going up or down?	Narrative Field: Other notes or questions about a measure. Include detail like names and dates of trainings, or challenges facing program
What/How Much We Do: # of students enrolled						Signed up and attending at least 30% of programming during the reporting period	Half Year 1: Half Year 2:	
# of wellness checks (# of messages, calls, or visits completed by MDA staff to support student engagement)							Half Year 1: Half Year 2:	
How Well We Do It: #/% of associated staff trained in trauma informed approaches	NUM: # of associated staff trained in trauma informed approaches DEN: # of associated staff (Staff paid by KCLMB working on Academy)							
#/% of youth successfully completing the program	NUM: # of students successfully completing the program DEN: # of students enrolled					Successful completion consists of a minimum of 75% attendance	Half Year 1: Half Year 2:	Who are the associated staff, their roles, and what trainings have they done, and when.
Is Anyone Better Off? #/% of participants reporting increased knowledge or skill development as a result of the program	NUM: # of students scoring above 84 on the KCLMB Resilience Measure DEN: # of students evaluated with the Child & Youth Resilience Measure							Who else of MDA staff and WAC interns were trained, even if not direct staff? Which trainings?
% of program students chronically absent during reporting period	NUM: # of students chronically absent (absent 10% of total student's academic period) DEN: Number of students enrolled					Use KCP's Powerschool Report	Half Year 1: Half Year 2:	
						In the narrative field compare the students from the program's figure to that of the overall student body - as reported by KCP's	Half Year 1: Half Year 2:	

Partnerships: Describe partnerships that support program. Describe WAC Interns (how many, roles, value added):

Enrichment: List dates and highlights of enrichment tips or presentations, include student feedback:

Services: How many students have been referred to and have enrolled in outside services like counseling?

Case Vignettes: Highlight a success story about an individual student or dynamics among several students

EXHIBIT D

CONTACT INFORMATION SHEET

Please list the name of the individual who will be the **Program Director** for this grant. This should be the person who is responsible for the overall management, implementation, reporting and designated liaison with the Kent County Local Management Board.

Name	Jasmine Robinson
Position	Program Director
Phone	410-463-4249
Email	Jasmine.robinson@minarysdreamalliance.org

Please list the name of the individual who will be the **Program Coordinator**. This should be the front line staff who is implementing the program, assuring that the deliverables within the contract are being met and reporting requirements are captured.

Name	Keya Johnson
Position	Program Coordinator
Phone	410-330-3328
Email	Keya.johnson@minarysdreamalliance.org

Please list the name of the individual who will be the **Fiscal Agent** for the grant. This person will prepare and track the budget, monitor how funds are spent down, produce budget modifications when necessary and provide back-up documentation for expenditures related to the grant.

Name	Kim Righi
Position	Fiscal Agent
Phone	443-553-4179
Email	Kim,righi@minarysdreamalliance.org

EXHIBIT E

I, Doncella Wilson, understand that criminal background checks are required of any and all staff/volunteers who work directly with children and/or youth *. Compliance with this regulation is mandatory for any program receiving funds from the Kent County Local Management Board.

Compliance means that

- All staff/volunteers have been fingerprinted or a criminal background check has been completed
- A copy of their record is in the possession of their employer, and
- The employer has submitted the *Criminal Background Check Certification Affidavit* (Exhibit F) to the KCLMB certifying that the record(s) has been received and that there are no violations that would suggest any risk to children.

We recognize that documentation of the results of criminal background checks takes time. Therefore, in compliance with procedures developed by the Department of Human Resources, KCLMB is willing to allow a 90 day grace period from the date an employee is hired OR the date that the Memorandum of Agreement (MOA) becomes effective (whichever occurs later) prior to requiring certification. HOWEVER, NO PERSON WHO DOES NOT HAVE A COMPLETED BACKGROUND CHECK ON FILE MAY BE ALONE WITH ANY CHILD, YOUTH, OR GROUP OF CHILDREN OR YOUTH.

I, _____, understand that NO PERSON WHO DOES NOT HAVE A COMPLETED BACKGROUND CHECK ON FILE MAY BE ALONE WITH ANY CHILD, YOUTH OR GROUP OF CHILDREN OR YOUTH.

I, _____, will submit a *Criminal Background Check Certification Affidavit* for the current staff and each time a new volunteer/employee is added to the program.

Doncella Wilson

Signature/Title

Doncella Wilson

Print Name

1/23/2023

Date

*A copy of the COMAR regulations (Family Law 5-561) that pertains to this requirement is kept on file at the LMB.

EXHIBIT F

Criminal Background Check Certification Affidavit

Consistent with Section II-D of the signed Memorandum of Agreement (MOA) between Miracle's Dream Alliance and Kent County Local Management Board; as well as Section II, Subsection 30.3.I. of the LMB Manual as adopted by Kent County, all of Contractor's employees and volunteers who work directly with children shall be covered by the provisions of §5-561 of the Family Law Article of the Annotated Code of Maryland requiring criminal background checks. Please sign and verify the following:

1. I am over eighteen (18) years of age and competent to testify in a Court of law.
2. I verify that the following employees and volunteers of this organization who have direct contact with children have a completed criminal background check on file.

Employee/volunteer Name	Date of Application for Background Check	Date Completed Background Check Report Received
Keya Johnson	7/15/22	7/15/22
Jasmine Robinson	6/13/21	6/13/21
Ana Osuna	7/15/22	7/15/22

Doncella
Signature

1/24/23
Date

Doncella Wilson
Print Name

Executive Director
Title

Exhibit G Modification

LMB: Kent County Local Management Board

Program:	Children's Cabinet/KCLMB Funds				Non-Children's Cabinet Funds that Directly Support Program			Budget Narrative
	Approved Budget	Change + or -	New Children's Cabinet Total	Approved Budget	Change + or -	New Non-Children's Cabinet Total	New Total (Children's Cabinet + Non-Children's Cabinet)	
Ministry's Dream Academy								For each line item where a change is proposed, enter below a description of the expense and the calculations that show how the expense was derived. No entries are required for shaded lines.
Personnel	65,454.00	0.00	65,454.00	0.00	0.00	0.00	65,454.00	
Salaries	54,545.00	0.00	54,545.00	0.00	0.00	0.00	54,545.00	
Fringe Costs	10,909.00	0.00	10,909.00	0.00	0.00	0.00	10,909.00	
Operating Expense	9,030.00	0.00	9,030.00	0.00	0.00	0.00	9,030.00	
Communications	1,500.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	
Postage	130.00	0.00	130.00	0.00	0.00	0.00	130.00	
Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rent/Mortgage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Printing/Duplication	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	
Information System Repair/Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Vehicle Operating (other than Insurance)	6,400.00	0.00	6,400.00	0.00	0.00	0.00	6,400.00	
Travel	3,060.00	0.00	3,060.00	0.00	0.00	0.00	3,060.00	
Business Travel	1,860.00	0.00	1,860.00	0.00	0.00	0.00	1,860.00	
Conferences/Conventions	1,200.00	0.00	1,200.00	0.00	0.00	0.00	1,200.00	
Contractual Services	2,700.00	0.00	2,700.00	0.00	0.00	0.00	2,700.00	
Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Consultant (other than Legal & Accounting/Auditing)	2,700.00	0.00	2,700.00	0.00	0.00	0.00	2,700.00	
Legal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Accounting/Auditing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other	14,755.00	0.00	14,755.00	0.00	0.00	0.00	14,755.00	
Vehicle purchase and lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Program Supplies	3,620.00	0.00	3,620.00	0.00	0.00	0.00	3,620.00	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Food	2,500.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	
Other (specify)	8,635.00	0.00	8,635.00	0.00	0.00	0.00	8,635.00	
Other (specify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL Budget	\$95,000.00	\$0.00	\$95,000.00	\$0	\$0.00	\$0.00	\$95,000.00	

Kent County Local Management Board Exhibit H

Fixed Assets Inventory			
Item	Purchase Date	Serial Number	Make and Model

All fixed assets that are purchased (such as computers, furniture, or other equipment with a useful life beyond the period of the contract) are property of the State and are inventoried by KCLMB. The Vendor must submit Exhibit H with the serial number, make and model, and label the item, "property of State of Maryland".



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

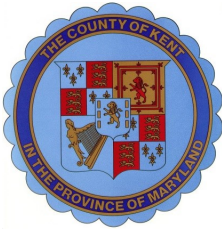
Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

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.



Jim Miller, Director, Human Resources
6/11/2024
County Commissioners Meeting

Item Summary:

Public Works - Environmental Operations Division Motor Equipment Operator II Vacancy

ATTACHMENTS:

Description

Cover Sheet

MEO II Job Description



Department of Human Resources

“Providing leadership and support to ensure the successful recruitment, development, and retention of a diverse, effective, and competent workforce to serve the residents of Kent County, MD.” - Kent County Human Resources



KENT COUNTY GOVERNMENT

Job Description

Job Title: Motor Equipment Operator II

Grade: 3

Department: Public Works Dept / Environmental Operations Div

FLSA Status: Non-Exempt

Revised Date: 09/18/15

Approved Date:

Job Summary: The primary duty of the MEO II is to perform work for three different areas (Recycling, Solid Waste, and Public Landings). Position is responsible for a wide ranges of heavy equipment operational tasks from moving and hauling recyclables and household trash to repairing piers and bulkheads, cutting grass, and general maintenance at the public landings.

Essential Functions

Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Operates heavy equipment including heavy loader, load-all boom loader, mower tractor, roll-off truck, heavy forklift truck, and compactors to perform duties.
- Position is assigned as essential personnel and works in all weather conditions.
- Performs landscaping duties such as cutting grass, weed control, tree trimming.
- Performs snow plowing duties as assigned.
- Responsible for the collection of recyclables as required.
- Performs maintenance duties for trucks, equipment, mowers, chainsaws, and weed trimmers.
- Hauls materials to landfill and recycling facilities.
- Uses truck scales to weigh inbound and outbound loads.
- Inspects and repairs piers, bulkheads and facilities at Public Landings.
- Performs other duties as required.

Supervision: The position reports to the Crew Leader. The position does not supervise department staff.

1.

Required Knowledge, Skills, and Abilities

The employee is expected to perform or possess the following:

- Problem Solving: Anticipates problems; sees how a problem and its solution will affect other areas; gathers information before making decisions; weighs alternatives against objectives and arrives at reasonable decisions.
- Attention to Detail: Is alert in a high-risk environment; follows detailed procedures and ensures accuracy; carefully monitors gauges, instruments or processes; concentrates on routine work details. Recognizes and accurately evaluates the signs of a problem; analyzes current procedures for possible improvements; notifies supervisor of problems in a timely manner.
- Flexibility: Adapts well to changing priorities, deadlines and directions; works to eliminate all processes which do not add value; is willing to take action, even under pressure, criticism or tight deadlines; takes informed risks.
- Organization: Able to manage multiple projects; able to determine project urgency in a practical way.
- Responsiveness: Responds to requests for service in a timely and thorough manner; does what is necessary to ensure customer satisfaction; prioritizes customer needs.
- Communication: Ability to communicate with people in a calm and clear manner.
- Mechanical Skill: Ability to work with a variety of mechanical issues and operate equipment safely.

Education and Experience:

- High School GED required, and six months to one year experience in similar field required.
 - Six months to one year experience in recycling and waste management, construction, landscaping or related field preferred.
 - Six months to one year experience operating heavy machinery.
 - Or equivalent technical training, education or experience.
 - Mechanical and vehicle maintenance skills required.
 - Valid Maryland CDL License and an acceptable motor vehicle record.
 - Forklift certification preferred.
 - Certification in flagging preferred.
 - Experience operating a snow plow and other heavy construction related equipment required.
 - Microsoft Word and Excel skills preferred for light clerical duties.
 - Truck scale program experience preferred.
-

Physical and Environmental Conditions:

Work is conducted in a variety of outdoor settings that can expose the employee to occasional discomforts from exposure to less than optimal temperature and air conditions. The position routinely requires lifting of heavy items, such as equipment, boxes (up to 80 pounds) and/or very long periods of walking on a routine basis, and/or standing for long periods of time and/or frequently requires stooping and bending.

There are routine discomforts from exposure to moderate heat, cold, moisture/wetness and unpleasant air conditions. Work requires special safety precautions, e.g. working around moving parts, carts, or machines; working with irritant chemicals, etc. The position may involve exposure to soiled materials and light chemical substances such as cleaning solutions; work may require employees to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields; may require working in adverse weather conditions.

Work environment involves everyday risks or discomforts which require normal safety precautions typical of outdoor work.

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

This and all County positions are subject to transfer, based on need.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

I have read and understand this job description.

Employee Signature

Date



Dan Mattson, Director, Public Works
6/11/2024
County Commissioners Meeting

Item Summary:

Environmental Operation Division - Nicholson Groundwater Treatment
United States Department of Agriculture Letter of Intent

ATTACHMENTS:

Description

Cover Sheet

06.11.24 Letter of Intent to Meet Conditions Nicholson Groundwater Treatment United States Department of Agriculture

06.11.24 Request for Obligation of Funds Nicholson Groundwater Treatment United States Department of Agriculture

GROUNDWATER TREATMENT
UPGRADES
FOR
**NICHOLSON
LANDFILL**
KENT COUNTY, MARYLAND



SITE LOCATION MAP

I, Nicholas M. Egan, HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE FOUNDATION DESIGN FOR THIS PROJECT MEETS THE PROVISIONS IN TITLE 7 OF THE CODE OF FEDERAL REGULATIONS (CFR), CHAPTER VIII, SECTION 1792.103 THROUGH THE INCORPORATION OF THE SEISMIC DESIGN REQUIREMENTS PRESCRIBED IN AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) 7-16, MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES. THE ABOVE-GRADE BUILDING STRUCTURE HOUSING THE GROUNDWATER TREATMENT EQUIPMENT WILL BE PREFABRICATED. THE ENGINEERING DESIGN FOR THE BUILDING TO BE COMPLETED BY THE MANUFACTURER OF THE BUILDING, AND IS NOT PART OF THE PLAN SET. HOWEVER, THE PREFABRICATED BUILDING SPECIFICATIONS, WHICH ARE PART OF THE DESIGN DOCUMENT SET, SPECIFY ASCE 7-16 AS THE REQUIRED BASIS FOR DESIGN OF THE BUILDING AND THIS WILL COMPLY WITH TITLE 7 OF THE CFR, CHAPTER VIII, SECTION 1792.103.

Nicholas M. Egan 9/6/2025
DATE

SHEET NO.	TITLE
C-001	SITE OVERVIEW
C-001	PROPOSED LAYOUT PLAN
C-002	PROPOSED GRADING PLAN
C-003	PROPOSED UTILITY PLAN
C-004	PROPOSED EROSION AND SEDIMENTATION PLAN
C-005	PLAN DETAILS
C-006	PLAN NOTES
P-001	PROCESS FLOW DIAGRAM
P-002	EXISTING SYSTEMS TO BE REPLACED/REVISED
P-003	GENERAL EQUIPMENT AND SLUDGE HANDLING LAYOUT
P-004	LEGENDS AND SYMBOLS
P-005	P&ID WELL TO EQUALIZATION TANK
P-006	P&ID INORGANIC TREATMENT
P-007	P&ID ABSORPTION, FILTRATION, & DISTRIBUTION
P-008	P&ID SODIUM HYDROXIDE
P-009	P&ID POLYMER SYSTEM
S-001	GENERAL STRUCTURAL NOTES
S-002	SPECIAL INSPECTION TABLES
S-101	FOUNDATION & SLAB JOINT DETAILS
S-102	ASSORTED PLANS
S-201	ELEVATIONS
S-301	SECTIONS 1
S-302	SECTIONS 2
S-501	DETAILS
M-001	HVAC PLAN
M-002	HVAC SPECIFICATIONS
E-001	ELECTRICAL SITE PLAN, NOTES, & ONE-LINE DIAGRAM
E-002	GROUNDING AND LIGHTING PLAN
E-003	POWER PLAN
E-004	CONTROL AND INSTRUMENT PLAN
E-005	EXISTING TREATMENT BUILDING CONTROL PANEL
E-006	CONTROL PANEL
E-007	CONTROL PANEL ELEMENTARY
E-008	VFD ELEMENTARY
E-009	ELECTRICAL DETAILS

DAWOOD

NO.	DATE	REVISION
1	9/6/2025	ISSUED FOR PERMIT
2	9/6/2025	REVISED PER COMMENTS
3	9/6/2025	REVISED PER COMMENTS
4	9/6/2025	REVISED PER COMMENTS

GROUNDWATER TREATMENT SYSTEM
UPGRADES
FOR
NICHOLSON LANDFILL
CHERRYBROOK TOWNSHIP
KENT COUNTY, MARYLAND

SHEET NO.

TITLE SHEET

DATE: 9/10/2025
JOB NO.: 2020074.00
SCALE: AS NOTED
DRAWN BY: JEC
CHECKED BY: JEC
PROJECT NO.: 2020074.00

T-001

LETTER OF INTENT TO MEET CONDITIONSDate 06/11/24

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

1221 College Park Drive, Suite 200
Dover, DE 19904(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 06-07-2024. It is our intent to meet all of them not later than the start of construction or loan closing whichever occurs first. We are also requesting we be given the interest rate in effect at the time of loan approval or at the time of loan closing, whichever is lower. In other words, we want the lowest rate possible.

The County Commissioners of Kent CountyBY Ronnie Fithian *(Name of Association)*Ronald H. Fithian, President

(Title)

The Board's approval of the remediation project is contingent on receiving satisfactory answers from the Maryland Department of the Environment (MDE) regarding the project and its need, along with the award of a contract, if Kent County decides to move forward.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 24-015-*****0974		LOAN NUMBER	FISCAL YEAR 2024
2. BORROWER NAME The County Commissioners of Kent County 400 High Street Chestetown, MD 21620		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Maryland	
		5. COUNTY NAME Kent	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN, MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT 1 (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 062 (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$1,700,000.00	25. AMOUNT OF GRANT	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 2.1250 %	29. REPAYMENT TERMS 40
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. ☒ YES ☐ NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date June 11, 20 24

Ronald Fithian
Ronald Fithian, President

(Signature of Applicant)

Date _____, 20 ____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Letitia Nichols

Date Approved: _____

Title: Acting State Director DE MD

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.



Dan Mattson, Director, Public Works
6/11/2024
County Commissioners Meeting

Item Summary:

Water and Wastewater Division - Final, Cost Reduction, Change Order for Tolchester Wastewater Treatment Plant Influent Screen Replacement Project

ATTACHMENTS:

Description

Cover Sheet

06.11.24 Agreement between KCC and HRI Construction, LLC aka M2 Construction LLC in MD Change Order 1 Contractor Project No 23020 Tolchester WWTP Influent Screen Replacement



PROJECT MANUAL

TOLCHESTER WWTP INFLUENT SCREEN
REPLACEMENT

TOLCHESTER, MARYLAND



DECEMBER 2022

GMB FILE NO. 220029



ARCHITECTS/ENGINEERS

206 WEST MAIN STREET
SALISBURY, MD 21801
410.742.3115

SALISBURY/BALTIMORE/SEAFORD



CHANGE ORDER NO.: 1

County Commissioners of Kent
 Owner: **County, MD** Owner's Project No.:
 Engineer: **George, Miles & Buhr, LLC** Engineer's Project No.: **220029**
 Contractor: **M2 Construction, LLC** Contractor's Project No.: **23020**
 Project: **Tolchester WWTP Influent Screen Replacement**
 Contract Name: **Tolchester WWTP Influent Screen Replacement**
 Date Issued: **May 8, 2024** Effective Date of Change Order: **May 8, 2024**

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order serves to account for additional work associated with the installation of new wiring to the post aeration blowers, and Cat-5 cable to the electric room from the new mechanical screen panel. The PCO also balances the Contract for unused contingent items.

Attachments: M2 RFC 002 – Blowers & Cat-5 wiring & Payment Application Page 3

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ <u>600,914.00</u>	Substantial Completion: <u>330 Days</u>
	Ready for final payment: <u>360 Days</u>
{Increase} {Decrease} from previously approved Change Orders No. 1 to No. {Number of previous Change Order}:	{Increase} {Decrease} from previously approved Change Orders No.1 to No. {Number of previous Change Order}:
\$ <u>N/A</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>600,914.00</u>	Substantial Completion: <u>330 Days</u>
	Ready for final payment: <u>360 Days</u>
{Increase} {Decrease} this Change Order:	{Increase} {Decrease} this Change Order:
\$ <u>27,978.30</u>	Substantial Completion: <u>N/A</u>
	Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>572,935.70</u>	Substantial Completion: <u>330 Days</u>
	Ready for final payment: <u>360 Days</u>

Recommended by Engineer (if required)

By: [Signature] P.E.
 Title: Project Engineer
 Date: 05-08-24

Accepted by Contractor

Authorized by Owner

By: [Signature]
 Title: President
 Date: 06/11/24

Approved by Funding Agency (if applicable)

3401 Marietta Avenue
Lancaster, PA 17601



717-305-8801 PH
717-823-6979 FX

www.m2constructionllc.com

PROJECT NAME:	Tolchester Wastewater Treatment Plant
TO:	Kent County, MD
INITIATED BY:	
TIME EXTENSION:	0 Days

PROJECT #:	23020
CHANGE ORDER REQUEST #:	2
DATE SUBMITTED:	4/29/2024
REQUESTED REPLY DATE:	5/3/2024

Blowers & CAT-5 Rewiring	
DESCRIPTION:	
This Request For Change consists of the following scope of work: increase in price associated with rewiring the blowers per Kent County instruction and CAT-5 from Lakeside Panel to the RTU.	
LABOR:	\$ -
MATERIAL:	\$ -
SUBCONTRACTOR:	\$ 3,149.10
EQUIPMENT:	\$ -
TOTAL	\$ 3,149.10

Please review the attached information and forward an approved change order at your earliest convenience if you would like us to proceed with this work.

Respectfully,

Laura Kunkle

M2 CONSTRUCTION LLC



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

6/11/2024

County Commissioners Meeting

Item Summary:

Workforce Investment Board Appointment

ATTACHMENTS:

Description



Dan Mattson, Director, Public Works
6/11/2024
County Commissioners Meeting

Item Summary:

Public Works Agreement

ATTACHMENTS:

Description

06.11.24 Emma L. Robinson and Bennett Robinson Water Allocation Agreement \$16,200.00 Tax Map 0031
Parcel 0212

AGREEMENT

THIS AGREEMENT is made and executed this 11 ^{June} day of May, 2024, by and between the County Commissioners of Kent County, Maryland, hereinafter referred to as "Commissioners," and Emma L. Robinson and Bennett Robinson of Kent County, State of Maryland, sometimes hereinafter referred to as "Owner" or "Developer."

WHEREAS, Owner owns certain property in Kent County, Maryland, more particularly described in a Deed recorded among the Land Records for Kent County, Maryland in Liber MLM, No. 01365, Folio 00040, shown on Tax Map 0031, Parcel 0212 and shown as Lot _ on a plat, made by Johnathan Stoltzfus, dated 4/23/2024, a copy of which is attached hereto;

WHEREAS, Commissioners have agreed to grant to owner certain water and/or sewer allocations as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sums set forth herein and paid by Owner to Commissioners, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties herein agree as follows;

1. Owner will pay the Commissioners the sum of Sixteen-thousand-two-hundred (\$16,200.00) Dollars for acquiring 1 water allocation(s) and 1 sewer allocation(s) in the Millington Area for sewer and/or water services (the "Allocation(s)"). The Allocation(s) shall be used for Residential Use.
2. The Allocation(s) granted hereunder will remain valid only if the original conditions of this Agreement remain unchanged. The Owner cannot propose changing the project without risking the loss of the allocation(s). Allocation(s) are considered to be granted when an Agreement has been executed between the Commissioners and the Developer/Owner.

The Allocation(s) fee must be paid on execution of this Agreement; thereafter, the Developer/Owner will be assessed the minimum quarterly charges for vacant lots established by the Commissioners until the earlier of connection of the project to Kent County's water and/or sewer lines or two (2) years from the date of this Agreement. After the earlier of connection to Kent County's water and/or sewer lines, or the passage of two years from the date of this Agreement, Developer/Owner shall be charged the full quarterly charges for the improvements on the property unless, additional arrangements are specified herein:

ADDITIONAL ARRANGEMENTS: [NONE]

3. The Commissioners reserve the right to review and recapture any allocations that have not been connected to Kent County's water and/or sewer lines in the event that the Wastewater Plant in the district for which they were approved is within 85% of its design capacity. Owner acknowledges the Commissioners' right to recapture any unconnected allocations subject to this Agreement subject to the conditions stated in this paragraph. Owner further acknowledges that allocation fees for any recaptured allocation are NON- REFUNDABLE. The failure of the Commissioners to undertake the review and recapture at a time when the Wastewater Plant is within 85% of its design capacity shall not constitute a waiver of the provisions of this paragraph in the event that the Commissioners decide to conduct a review and recapture during a subsequent time when the plant is within 85% of capacity.
4. The Owner will be responsible for the installation of any water or sewer appurtenances necessary for service to the property, for obtaining all necessary permits, and for the payment to the Commissioners of all associated inspection fees.
5. Owner shall guarantee the construction for a period of two (2) years from final acceptance by the Department.

WITNESS the execution hereof by the parties hereto the day and year first above written.

WITNESS:

Melissa Porter

PROPERTY OWNER(S):

Emma Robinson
Emma L. Robinson

Bennett Robinson
Bennett Robinson

ATTEST:

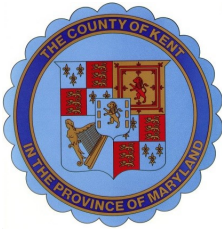
Shirley M. Gluckstein
06/11/24

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

By: Ronald H. Fithian
Ronald H. Fithian, President

By: Albert H. Nickerson
Albert H. Nickerson, Member

By: John F. Price
John F. Price, Member



Procedures For Public Comment 6/11/2024 County Commissioners Meeting

ATTACHMENTS:

Description

06.11.24 Public Comments Sign In Sheet

Procedures for Public Comment

**PUBLIC COMMENTS
SIGN IN SHEET
June 11, 2024**

NAME (please print)	ADDRESS	TOPIC
DAVID FOSTER	501 CAMPUS AVE #317 CHESTERTOWN, MD 21620	TOWN + COUNTY COOPERATION
Karen Couch	5608 Boundary Ave	2025 Budget



Office of The County Commissioners

Press and Public Comments

Time is allotted at the end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided Public Comment sign-up sheet 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 of County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
kentcounty@kentgov.org



Bill Mackey, Director, Planning, Housing, and Zoning
6/11/2024
County Commissioners Meeting

Item Summary:

The Office of Emergency Services prepared the attached grant application in response to DNR's offer to fund the State-mandated Nuisance Flooding Plan update in 2025. The original plan was created by the Department of Planning, Housing, and Zoning in 2019. This grant opportunity allows the County to utilize grant funds to create an add-on to the scope of work for the current consultant preparing the County's Hazard Mitigation Plan update.

ATTACHMENTS:

Description

Digital grant application for DNR funding of Nuisance Flooding Plan update



Project Pitch to Chesapeake and Coastal Service

The Chesapeake and Coastal Service manages multiple sources of state and federal funding, the vast majority of which are solicited through the Grants Gateway. If you have a project that you believe to be well aligned with the [unit's goals](#) but does not fit into a Grants Gateway outcome you may use this Project Pitch form at any time during the year to submit it for consideration. Your first step with CCS should be a thorough review of the unit's goals and priorities, the Grants Gateway solicitation, and the types state and federal funds managed in CCS. Many fund sources require match and partners should familiarize themselves with match requirements and be prepared to offer match as part of their projects. If you have unanswered questions, you can contact a CCS representative for further guidance on existing programs. This Project Pitch is not a vague exploration of an idea. It is assumed that you are presenting an abbreviated version of your project proposal and budget that has already been thought through and is being presented for consideration. You will be contacted if the unit is interested in a full proposal. Thank you.

Project Title * The 2025 Kent County Flood Nuisance Plan

Contact Name * William Mackey

Contact email * wmackey@kentgov.org

Contact Phone Number * 410-778-7423

CCS Staff contact * Kate Vogel

Did you discuss the project with a CCS staff member prior to submitting this form?

Yes

Amount Requested for Project *

\$22500

Does your organization have the ability to offer match?

No--✓

Project Description:

In accordance with Maryland House Bill 1427 (2019), §3-1018(b) and(c). Our jurisdiction (Kent County, MD) is required to have a Nuisance Flood Plan every Five (5) years. Our first plan was created in 2020 and our next plan is due in October of 2025.

For what will the funding be used? Who wants to do what? How much is requested? Is this a portion of a larger project cost? Over what period of time is money being requested?

Statement of Need:

Because nuisance flooding is a complex problem, strong partnerships between planning, public works, emergency management, and geographic information systems (GIS) are necessary for Kent County to properly prepare for the impacts of nuisance flooding. In particular, it is important that departments collaborate to inventory and map chronically inundated areas.

As part of the nuisance flood planning process for Kent County, a team of staff created a thorough inventory of known flood hazard areas, which can be found as Appendix I to the 2020 Nuisance Flood Plan. Departments involved in the nuisance flood planning and inventory process can be found in Appendix II.

In addition to mapping, accurate flood forecasting and warning is critical to the safety and preparedness of a community. Weather forecast data is received from the National Weather Service (NWS) forecasting office at Mt. Holly, New Jersey. Critical tide information is received from the NOAA tide gauge stationed at Tolchester Beach, as well as additional gauges elsewhere throughout the Chesapeake Bay. These gauges allow Kent County to be aware of and prepare for possible nuisance flooding impacts.

The Kent County Office of Emergency Services (OES) maintains a close relationship with NWS Mt. Holly, receiving notifications of special hazards and watches or warnings of severe weather before the community is impacted. The timeliness of these severe weather alerts is critical when the potential for public safety impacts exists, such as in flood situations. Additionally, it is the responsibility of the Kent County OES to disseminate public safety information via Everbridge, the County's mass notification system, and social media outlets. When nuisance flooding is anticipated, it may be necessary for Kent County OES to initiate a message to flood hazard areas via Everbridge and social media outlets with details about flood severity, duration, or impacts such as road closures.

The Maryland Department of Natural Resources has separate grant funding resources that we would like to obtain in order to create an Updated Nuisance Flood Plan. These funds will assist Kent County in providing the Department of Natural Resources an updated, more detail oriented in-depth plan providing mitigation strategies to assist in mitigating nuisance flooding. This is very important because Kent County will be simultaneously creating an update to its County Hazard Mitigation Plan which is required by FEMA and the State of Maryland for an updated version every five (5) years.

The scope of this project is to develop and update the current Flood Nuisance Plan for Kent County, MD for the purpose of identifying threats, hazards, and areas of nuisance flooding that effect the residents, visitors, of Kent County and Kent County as a whole, by giving nuisance flooding context and developing capability targets to mitigate nuisance flooding. As part of this process, Kent County will first conduct a capabilities assessment to identify mitigation (planning and regulatory, administrative, technical, financial, and education, and outreach) capabilities as a component to mitigating nuisance flooding. This capabilities assessment will describe how existing authorities, policies, programs, funding, and resources are available to support mitigation strategies for nuisance funding and the plan will describe Kent County's authority and ability to expand upon and improve its Nuisance Flood Plan, all of this pursuant to availability of funding.

Explain what CCS unit goals you are addressing. State briefly why this matters in the area in which you will be working. Note who benefits. Make sure you can indicate the public good achieved.

Give an overview of the activities involved. Highlight why your approach is novel and deserving of the special attention. Indicate if there will be collaboration with other organizations. Be specific about who does what.

Key Milestones and Activities

Establish a Planning Team consisting of members from Emergency Services, Public Works, the Department of Planning & Zoning, the Kent County Soil and Water Conservation District, the Eastern Shore Land

Conservancy, the Maryland Department of Transportation, the Department of Natural Resources, and an outside Planning Specialist consultant to provide technical assistance in updating our current plan. Because our Hazard Mitigation Plan is being created simultaneously, we will be using key factors such as Climate Change, which is causing shoreline erosion. In compliance with Nuisance Flood Planning requirements, extensive public participation will also be sought and encouraged through this plan update process. Other than the agencies listed, there will be non-profit organizations and municipal representatives to assist us and be a part of this planning committee. A series of Nuisance Planning Meetings will be scheduled for the development of this plan, so the plan is effective and current. Subjects covered in these meetings will include tidal coastal flooding, prior hurricanes, along with the possible effects of future hurricanes, prior and current heavy rain events, and prior snowstorm events. Future events include but are not limited to standard flooding, winter storms, hurricanes, severe storms, and possible man-made hazards, which will provide the avenue for creating and updating upon the current Flood Nuisance Plan. One mitigation strategy is allowing residents to take ownership in their county by notifying 911-Dispatch of nuisance flooding so these areas can be recorded for future events and mitigation projects. We will also be comparing previous data to our current data to see what variations need immediate remedies, this is all pursuant to funding availability.

State the specific outcomes the project will achieve. Indicate how evaluation is part of the project. How will you know you've achieved these outcomes?

Outcomes:

In Kent County, nuisance flooding occurs most predominately in locations near or adjacent to major bodies of water. Along the Chester River, nuisance flooding is common on residential and commercial properties. The Town of Chestertown has made major investments in flood mitigation at the municipal marina, park, and walkways along the riverbank. Elsewhere in the County, nuisance flooding is experienced as debris from farm fields washes into ditches and eventually settles on roadways as ditches overflow. Culverts in low-lying areas may have difficulty conveying water adequately, causing ponding on low-lying roadways throughout the County. Because nuisance flooding is a complex problem, strong partnerships between planning, public works, emergency management, and geographic information systems (GIS) are necessary for Kent County to properly prepare for the impacts of nuisance flooding. In particular, it is important that departments collaborate to inventory and map chronically inundated areas. When flooding reaches such a severity that life safety, critical infrastructure, and key resources are threatened, "nuisance" flooding levels have been exceeded. Below are response concepts consistent with the Kent County Emergency Operations Plan which may become necessary as flood waters rise beyond nuisance levels. The areas impacted by nuisance flooding will increase gradually in the coming years as changing climate elevates water levels and drives precipitation patterns to new extremes. This shift, however, is likely to accelerate gradually over time. New areas will also become impacted, leading to an increased number of businesses, residents, and critical infrastructure at risk. Public services will also be more frequently impaired as flooding increases.

Kent County will maintain a level of awareness of data made available by NOAA, the State of Maryland, the University of Maryland Center for Environmental Science, and other scientific institutions as it pertains to the community and local flood risks. These risks of increased nuisance flooding will be communicated appropriately to residents and decision makers and direct them to take appropriate action in the areas of emergency response and hazard mitigation. Elected officials and County staff will utilize venues such as County Commissioners' meetings and Planning Commission meetings to communicate information on long-term flood risks. Future projections of sea level change and nuisance flooding should also be

integrated into land use planning, floodplain management, comprehensive planning, and capital investment planning as well as developing social media content throughout the planning process. Public outreach will be a focus and is generally a requirement in the planning process. The Department of Natural Resources and the Chesapeake Coastal Service must be aware of the extensive public outreach portion of the plan development, ensuring that the public has ample opportunities to engage in the planning process throughout, not just at the beginning or end, but the entire process. In addition to the current information provided, as appropriate, we will document and include all outreach activities in detailed tables, pursuant to funding availability.

Demonstrate why your institution or your staff is well equipped to carry out this project.

Credentials:

During the creation of the 2020 Nuisance Flood Plan process, Kent County organized its resources and ensured there was adequate technical assistance and expertise from a Nuisance Flood Planning committee. The committee included representatives from key Kent County departments and outside agencies such as Planning, Housing, & Zoning, Department of Public Works, Emergency Services, the Kent County Soil and Water Conservation District, the Eastern Shore Land Conservancy, the Maryland Department of Transportation, the Maryland Department of Natural Resources, Kent County Department of Health, local municipalities, and non-government organizations and non-profits. The Kent County Department of Planning, Housing, & Zoning acted as the lead agency for the creation of the Flood Nuisance Plan. The new 2025 Nuisance Plan update will utilize the same process and the same stakeholders, which will provide input in the planning committee. The same, reputable contractor who was hired for the Hazard Mitigation Plan is available to provide additional services and has provided a quote of \$22,500 for the purpose of developing and updating the Nuisance Flood Plan update. Supporting documentation of the planning process will be collected, which will clearly demonstrate how each jurisdiction will or has contributed to the planning process and will be included in the plan in the form of meeting notes and survey results.

Budget

The budget for the updated Kent County Nuisance Flood Plan is \$22,500. This money is 100% CCS Grants Gateway. This money will be used for the current vendor who is creating the County's updated Hazard Mitigation Plan and who has particular expertise in Nuisance Flood Planning, Flood Planning, and Hazard Mitigation Planning. This vendor has extensive experience in creating and updating a wide variety of Emergency Plans. Their technical expertise will be used to develop the project as well as the finalization of the document including editing, content, graphics, surveys, tables, consultation, mapping, and other pertinent information required to be implemented into the creation of an updated Nuisance Flood Plan.

Submitted: June 5, 2024



American Rescue Plan Act (ARPA) Funds Spend Plan 6/11/2024 County Commissioners Meeting

ATTACHMENTS:

Description

6-4-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
6/4/2024

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	9/30/2022
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	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	12/30/2023
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	7/26/2023
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	8/2/2023
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	9/20/2023
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	33,076	03/22/22	33,076	8/10/2023
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
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	9/20/2023
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	64,940	11/28/23	64,940	
Worton WWTP Solids Press Replacement Construction Management		20,000			
Worton WWTP Solids Press Replacement		250,000			
Sewer Jetter Camera Nozzle	Water & Wastewater Fund	14,065	04/02/24	14,065	
Major Repairs and Expenses	Water & Wastewater Fund				
Well redevelopment program		40,000	04/02/24	40,000	
Pump Stations - pump replacement program		28,000	04/02/24	28,000	
Worton Wastewater Treatment Plant - replace electrical wiring		50,000	04/02/24	50,000	
Fairlee Water Treatment Plant - design/replace actuator valve & repair piping		15,000	04/02/24	15,000	
Tolchester Wastewater Treatment Plant - replace control valves		19,000	04/02/24	19,000	
Pump Station SCADA Upgrades - convert remainder of locations		36,675	04/02/24	36,675	
Total Amount of Funds Committed		<u>\$ 3,649,377</u>		<u>\$ 3,379,377</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 117,400</u>		<u>\$ 387,400</u>	



Contingency and Use of Fund Balance Report 6/11/2024 County Commissioners Meeting

ATTACHMENTS:

Description

6-4-2024 Commissioner Report Contingency

[illegible]



Jim Miller, Director, Human Resources
6/11/2024
County Commissioners Meeting

Item Summary:

Personnel and Public Safety

Closed under the Annotated Code of Maryland, General Provisions Article §3-305 (b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

ATTACHMENTS:

Description

HR Cover Page



Department of Human Resources

“Providing leadership and support to ensure the successful recruitment, development, and retention of a diverse, effective, and competent workforce to serve the residents of Kent County, MD.”

Kent County Department of Human Resources

