

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

January 19, 2021

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

Kent County Government Operations, Dial 1-872-239-8359 and enter Conference ID 132 145 219#

Procedures for Public Comment

COVID-19 Update

Bill Webb, Health Officer, Kent County Health Department

State of Emergency Update

Consent Items

#1 - Regular Session Minutes, January 12, 2021

#2 - Liquor Minutes, January 12, 2021

#3 - Closed Session Minutes, January 12, 2021

Departmental Appointments

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Request to Contract with Queen Anne's County Health Department

Rosemary Ramsey Granillo, Director, Kent County Local Management Board

Request to Accept Kent County Truancy Intervention Services Grant Award

Human Resources Director

Economic and Tourism Development

Request to Hire An Applicant for the Economic Development Manager Position

Emergency Services

Recommendation to Fill the Full-Time Vacant Paramedic Position

Public Works- Roads Division

MEO I/MEO II Vacancy Discussion

Public Works Director

Kent Ag Center Asbestos Abatement

Contract Change Order Requests

400 High Street

Cooling Tower Replacement Proposal

Emergency Services, Lynch Building

HVAC System Replacement

Public Works Complex

HVAC System Replacement

County Administrator

Bill Mackey, Director, Planning, Housing, and Zoning

Appointment to the Zoning Board of Appeals

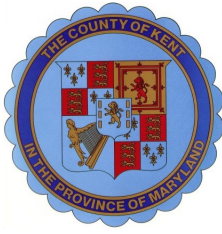
Public Comment/Media Review Dial 1-872-239-8359 and enter Conference ID 132 145 219#

Procedures for Public Comment

Contingency Fund

Contingency and Use of Fund Balance Report

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



Procedures for Public Comment 1/19/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

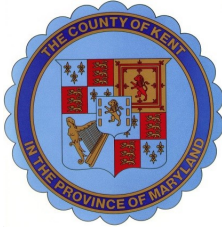
BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

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

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

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



**Bill Webb, Health Officer, Kent County Health Department
1/19/2021
County Commissioners Meeting**

Item Summary:

State of Emergency Update

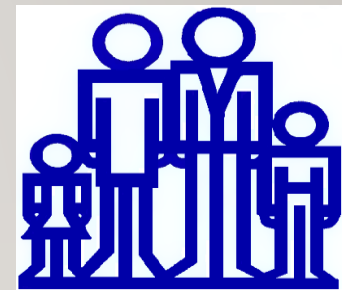
ATTACHMENTS:

Description

01.19.21 Bill Webb, Health Officer, Kent County Health Department, COVID-19 Update



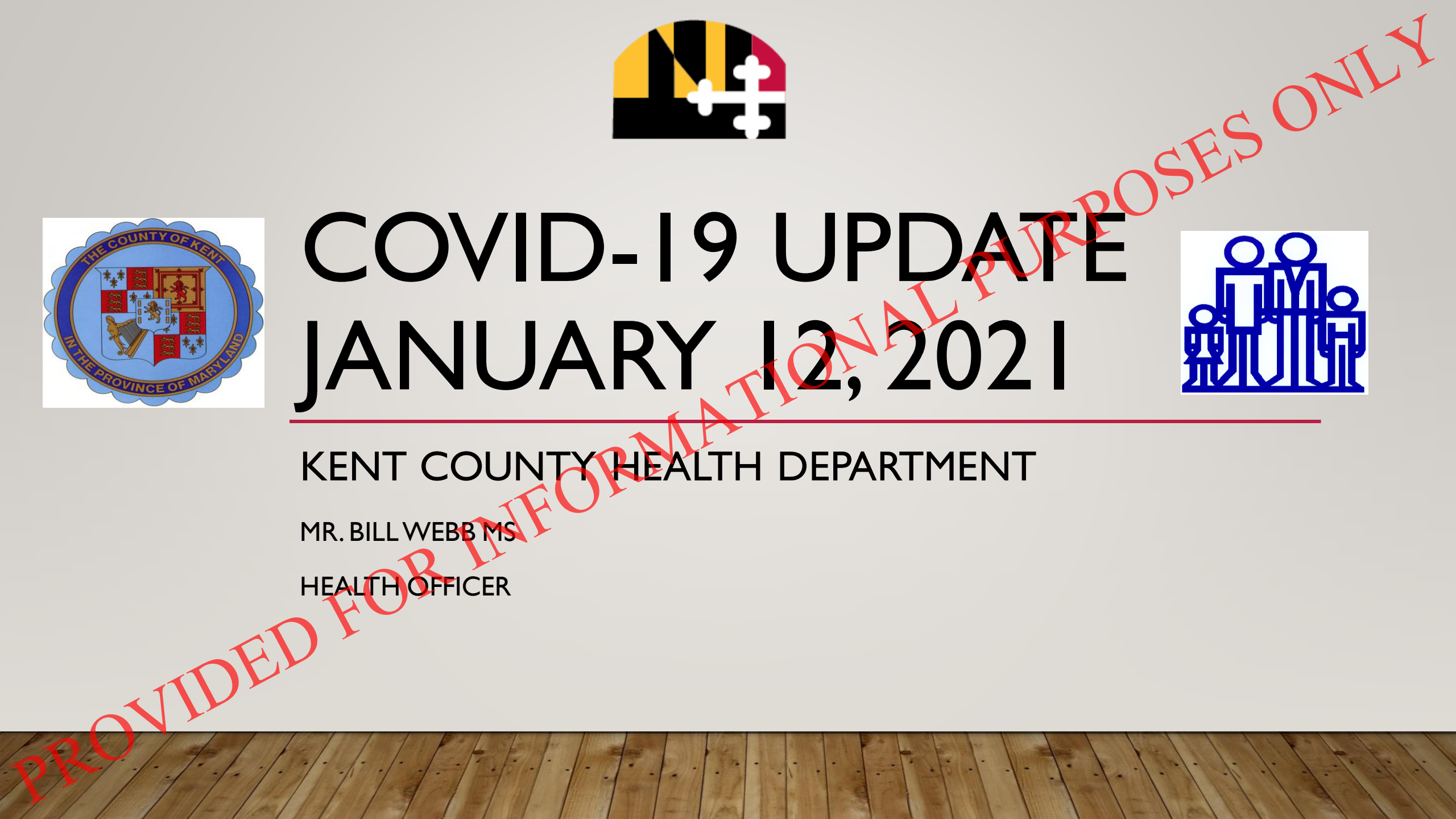
COVID-19 UPDATE JANUARY 12, 2021



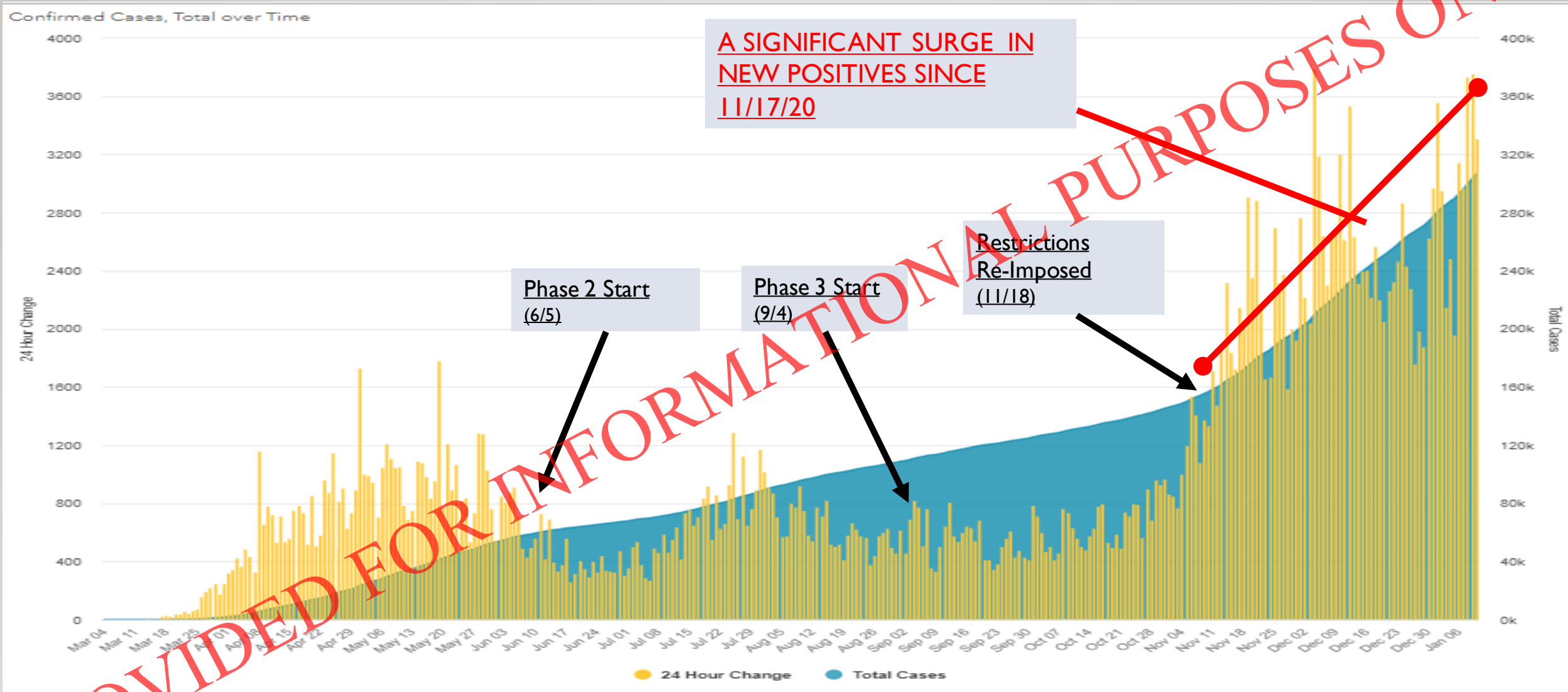
KENT COUNTY HEALTH DEPARTMENT

MR. BILL WEBB MS

HEALTH OFFICER



TOTAL POSITIVE CASES – MARYLAND



HOSPITAL BED UTILIZATION - STATEWIDE

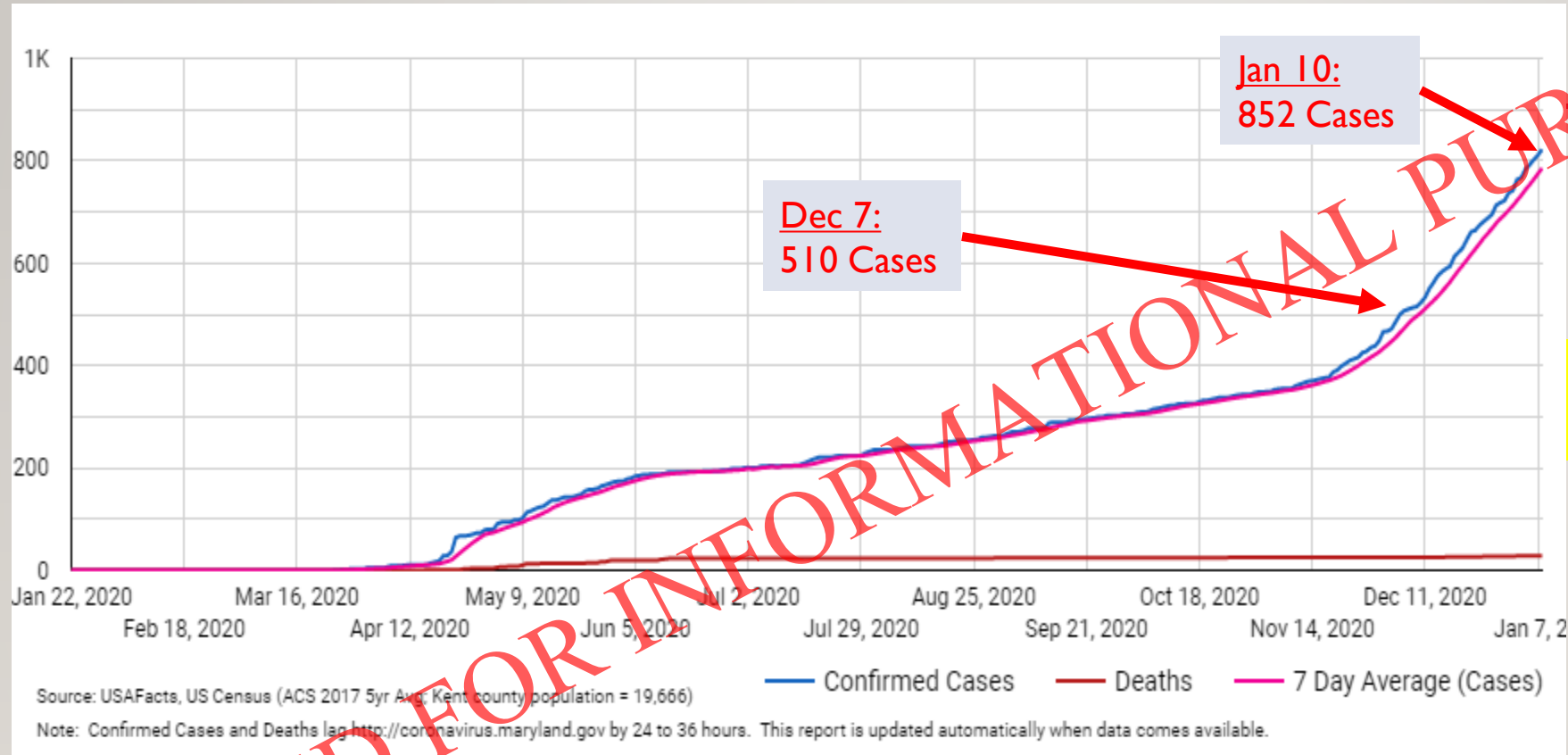


Graph from MD COVID-19 Data Dashboard

1/10/21

TOTAL POSITIVE CASES – KENT COUNTY 852

AS OF 1/10/21



SINCE 12/7/20

Cases: 342

Deaths: 6 (43 Total)

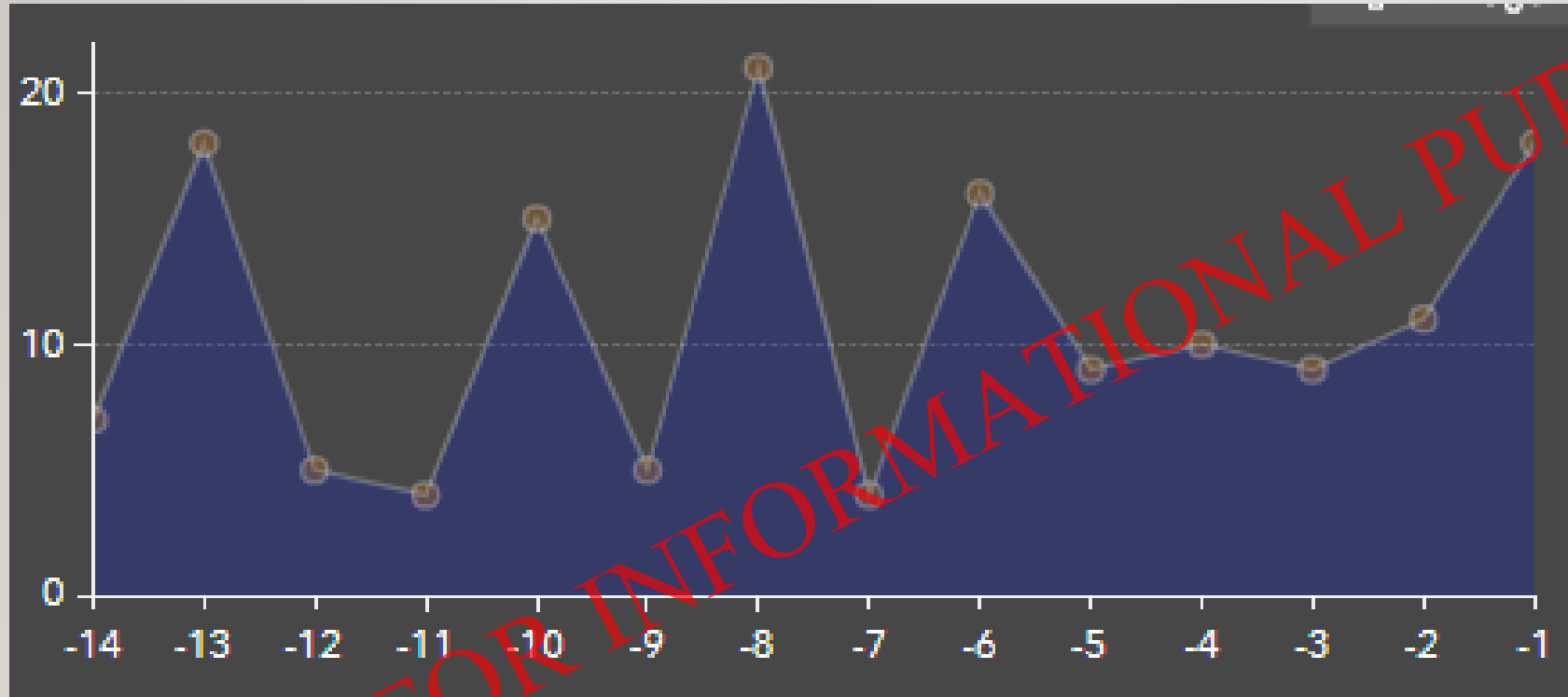
TOTAL RESOLVED: 764 (89.7%)

TOTAL ACTIVE CASES: 88
(10.3%)

Graph from ChestertownResponds.com

1/10/21

NUMBER OF NEW CASES IN LAST 14 DAYS – KENT COUNTY

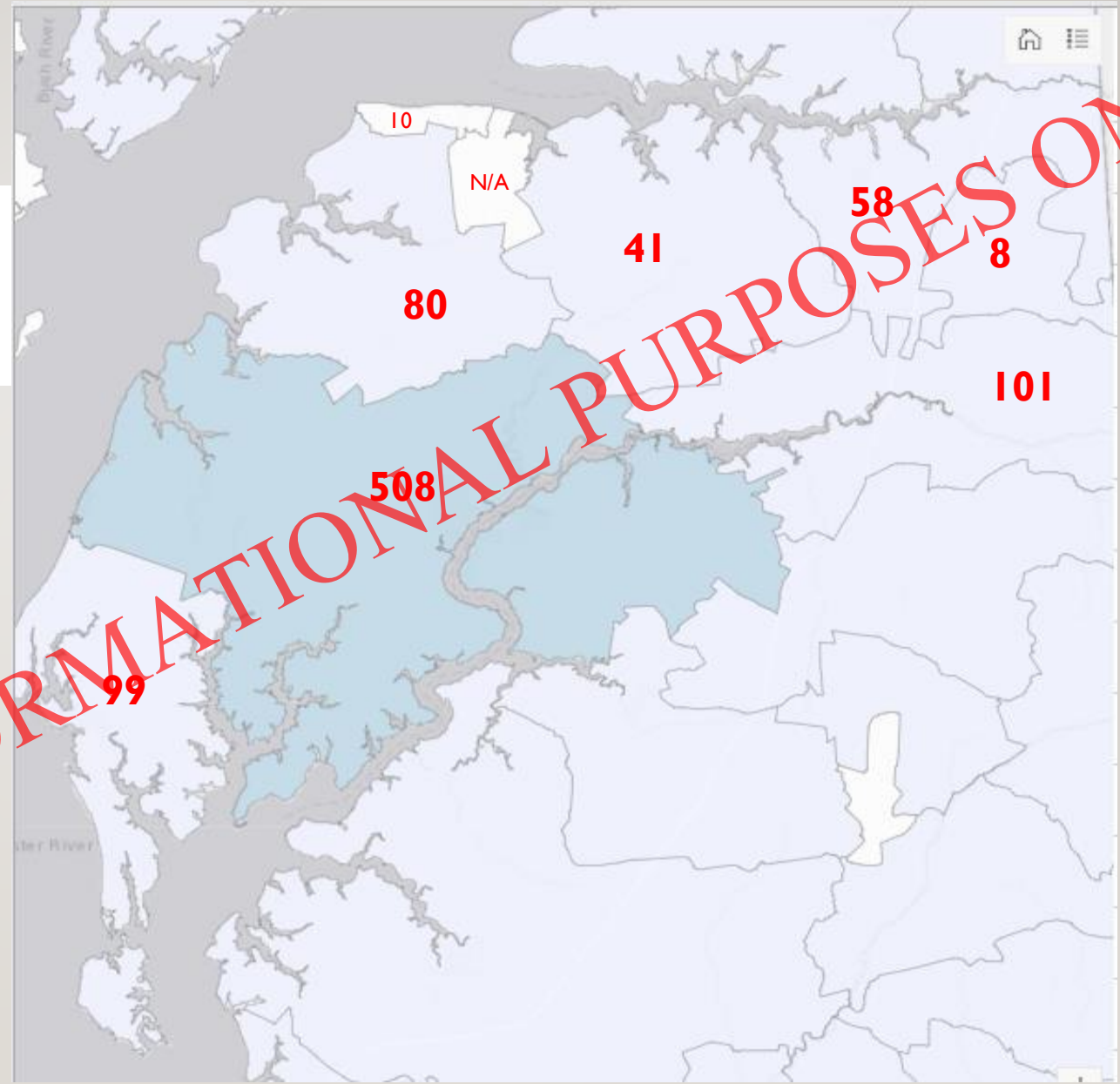


152 New Cases
in the Last 2
Weeks

44 % of All Cases
have occurred
since 11/17

Graph from Johns Hopkins COVID Status Report
1/10/21

KENT TOTAL CASES BY ZIP CODE



Graphic from MD COVID-19 Data Dashboard
1/10/21

7 DAY POSITIVITY – KENT COUNTY VS. MARYLAND

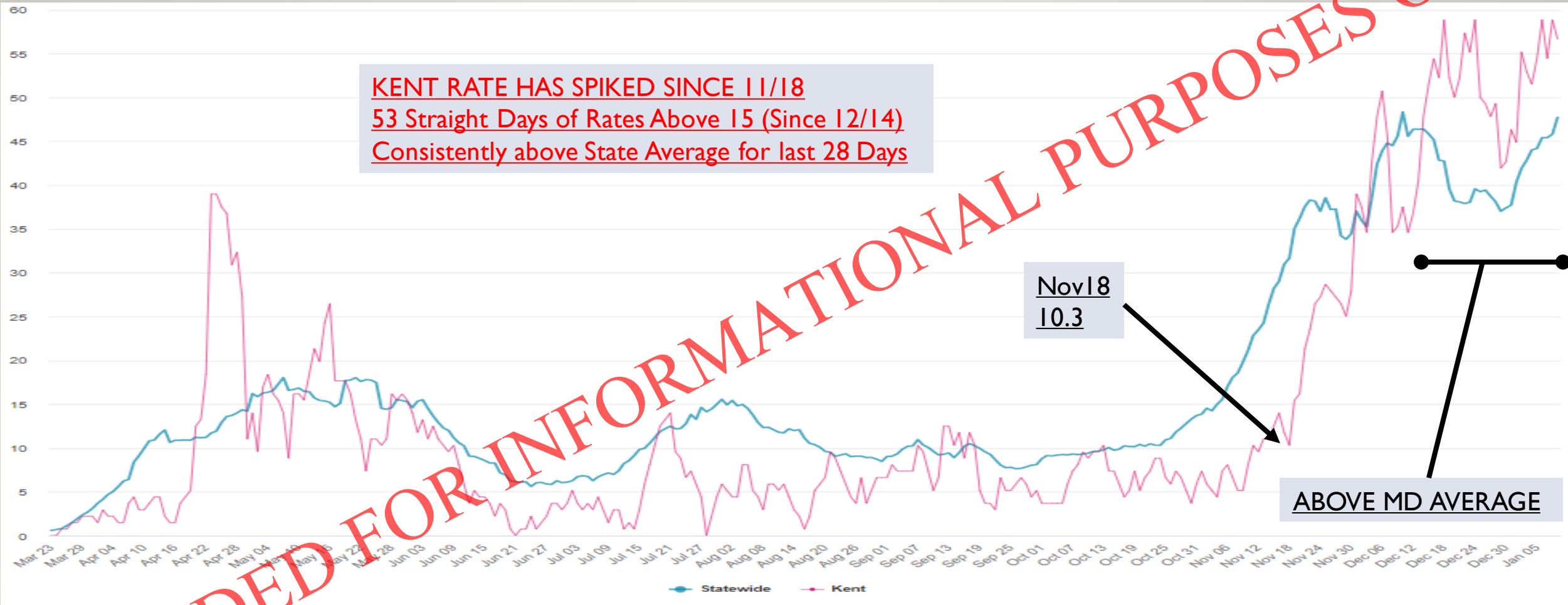


POSITIVITY THRESHOLDS:

- Below 5%: Good
- Between 5% - 10%: Caution
- Above 10%: Danger

Graph from MD COVID-19 Data Dashboard
1/10/21

CASE RATE PER 100K – 7 DAY MOVING AVERAGE KENT COUNTY VS STATE OF MARYLAND

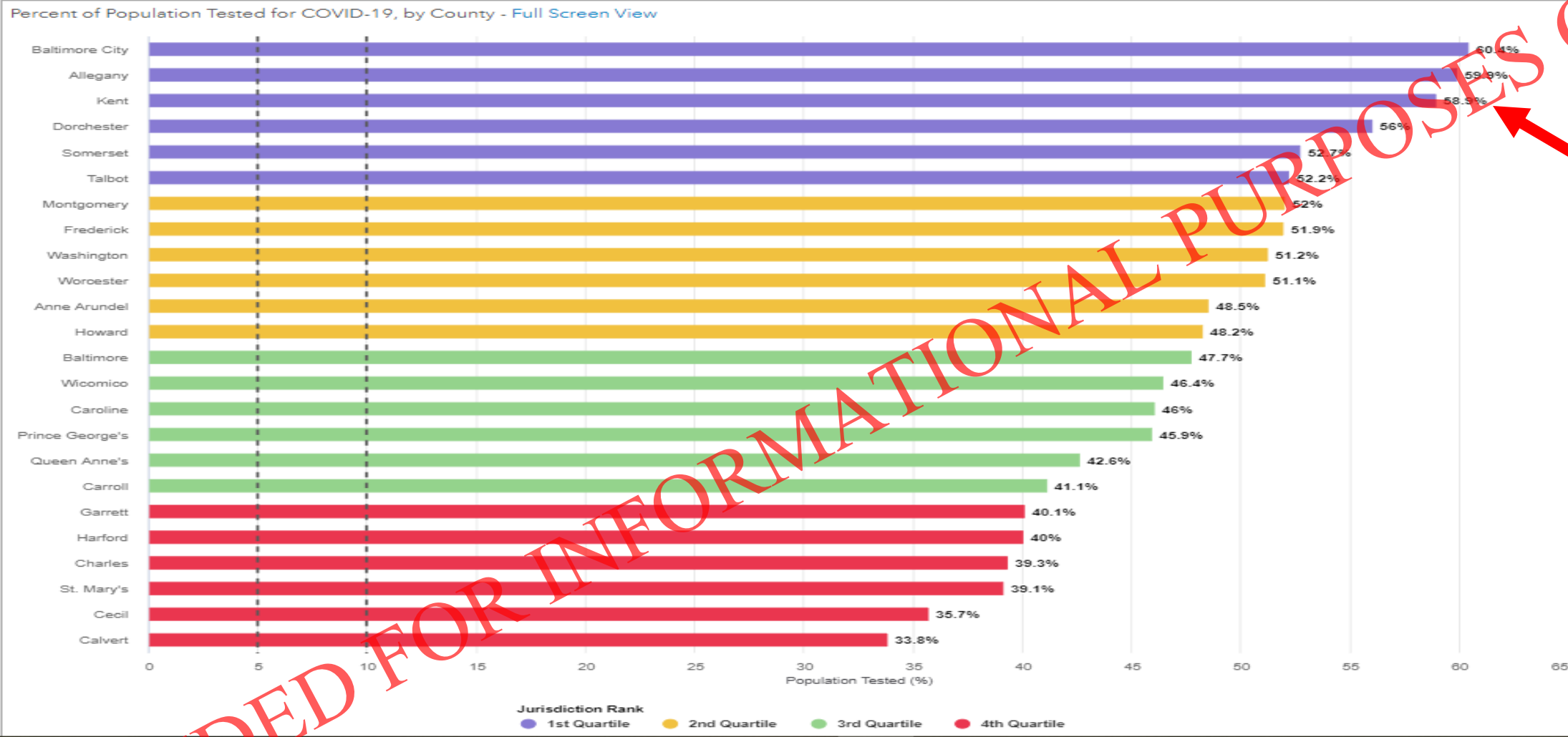


CASE RATE THRESHOLDS:

- Below 5 : Good
- Between 5 – 15 : Caution
- Above 15 : Danger

Graph from MD COVID-19 Data Dashboard
1/10/21

PERCENTAGE OF POPULATION TESTED – KENT VS. MARYLAND

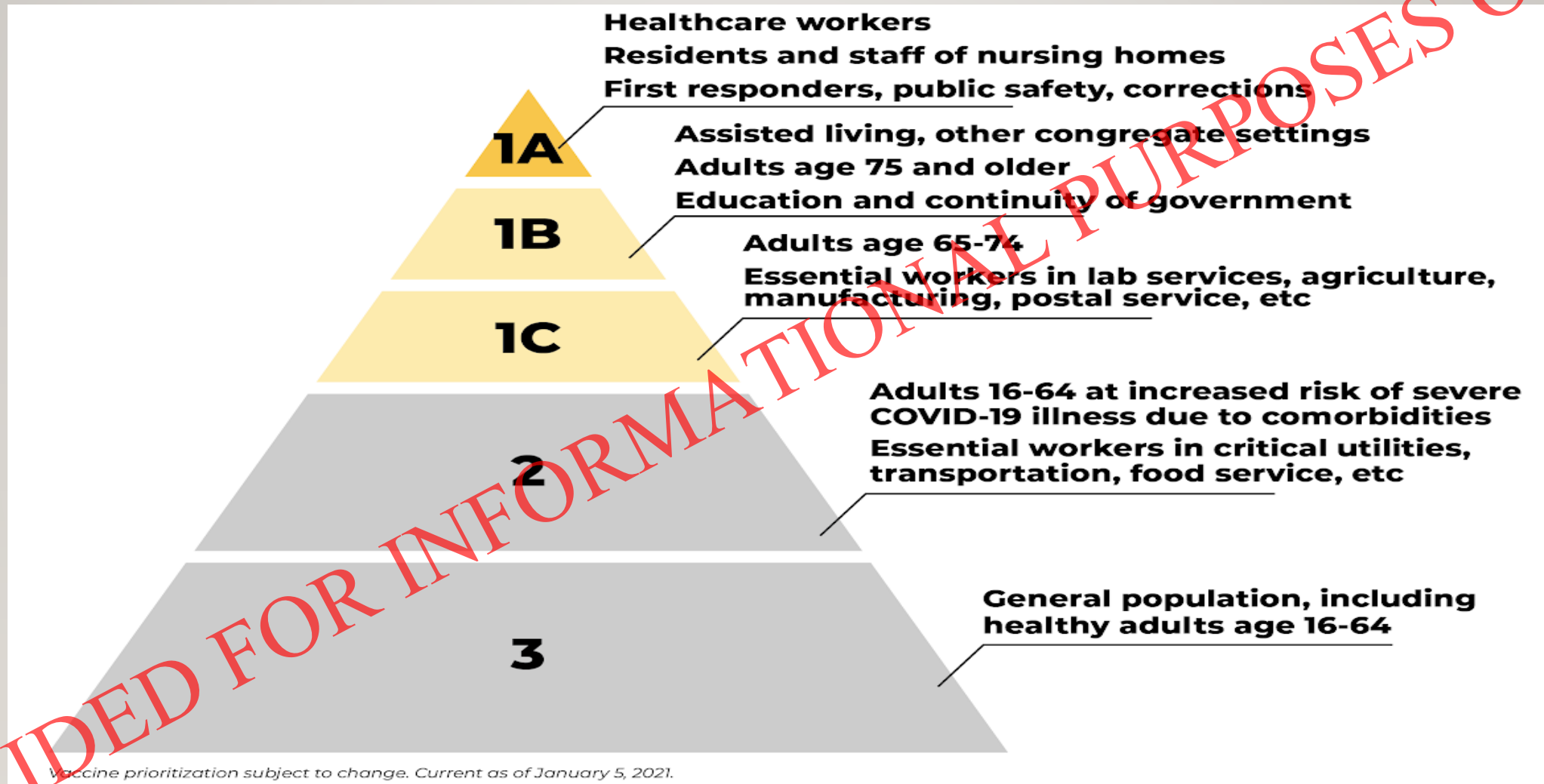


KENT
58.9%

3rd
Highest
in State

Graph from MD COVID-19 Data Dashboard
1/10/21

COVID-19 VACCINE PLAN



COVID-19 PLAN TIME LINE

- PHASE I
 - (A) Currently Ongoing
 - (B) Late January 2021
 - (c) Early March 2021
- PHASE 2 - Spring 2021
- PHASE 3 – To Be Determined

• FACTORS THAT IMPACT TIMELINE

- Vaccine Supply
- Staffing
- Adverse weather, Insurrection, or Events beyond the control of Government

COVID-19 VACCINE (CONTINUED)

- During Phase I Vaccine will be in Short Supply
- KCHD Anticipates temporary shortages for the identified priority groups
- Phase I Vaccine Supply will be divided between KCHD, UM SRH at Chestertown, and the CVS / Walgreen's vendors contracted to immunize Nursing Homes.
- Number of doses will vary, One per week delivery is anticipated

KCHD MASS VACCINATION PLAN

- The Health Department's entire first floor will be dedicated to vaccination activities
- Vaccinations will occur BY APPOINTMENT ONLY. And in Phase I A by Invitation.
- Appointments will be available through a link on the KCHD Webpage
- KCHD will have 2 – 8 teams of vaccinating nurses. Each team can vaccinate 6-7 individuals an hour. Maximum Throughput is 330 vaccination per day
- Those receiving vaccine will get a vaccine record card and additional information about side effects and follow up appointments
- KCHD will collect your health insurance information
- Clinics will be held in Rock Hall, Galena, and Chestertown once Phase I B Starts

VACCINE CHALLENGES

- Vaccine will require 2 inoculations separated by at least 21 days
- These vaccines are very temperature sensitive and have a short shelf life
- Substantial “Vaccine Hesitancy” exists in the community
 - Anecdotal reports of 50% - 70% Uptake in eligible populations
- Recipients will have to register through an online appointment database.
- Appointments will only be opened when vaccine is on hand
 - Likely only one week in advance

VACCINATION PROGRESS

KENT COUNTY PERCENTAGE OF POPULATION VACCINATED

	First Dose	% of Pop	Second Dose	% of Pop
Kent County	696	3.584%	6	0.031%
State of Maryland	127,878	2.115%	5,777	0.096%

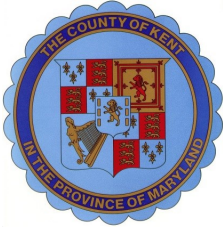
MDH COVID Vaccine Summary Report 1/10/21

HOW CAN I VOLUNTEER TO HELP WITH VACCINATIONS?

- All Volunteers Must Sign Up with the Maryland Responds Medical Reserve Corp
 - <https://mdresponds.health.maryland.gov/>
- Volunteer Vaccinators must possess an Active Medical, Nursing, Pharmacy, or Paramedic License
- Volunteers need to have their own transportation and be able to stand for extended periods.

Questions?

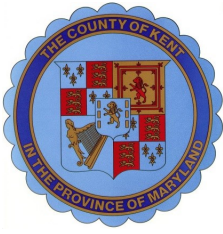




**#1 - Regular Session Minutes, January 12, 2021
1/19/2021
County Commissioners Meeting**

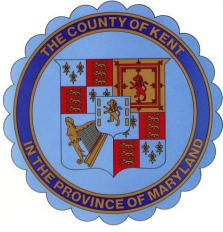
ATTACHMENTS:

Description



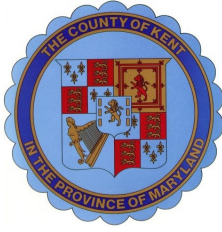
**#2 - Liquor Minutes, January 12, 2021
1/19/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**#3 - Closed Session Minutes, January 12, 2021
1/19/2021
County Commissioners Meeting**

ATTACHMENTS:
Description



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
1/19/2021
County Commissioners Meeting**

Item Summary:

Request to Contract with Queen Anne's County Health Department

ATTACHMENTS:

Description

01.19.21 Memorandum of Agreement, By and Between Kent County Local Management Board and Queen Anne's County Health Department of Health, FY21 CPA and MSDE, Healthy Families Mid-Shore Home Visiting

MEMORANDUM OF AGREEMENT
by and between
KENT COUNTY LOCAL MANAGEMENT BOARD
and
QUEEN ANNE'S COUNTY DEPARTMENT OF HEALTH

(FY21: CPA– Healthy Families Mid-Shore Home Visiting)

THIS MEMORANDUM OF AGREEMENT (this “MOA”) dated January 19, 2021 is between Kent County Local Management Board (the “KCLMB”) located at 400 High Street, Chestertown, Maryland 21620 and the organization known as Queen Anne's County Department of Health, of 206 Commerce Street, Centreville, Maryland 21617, (the “Vendor”).

WHEREAS, THE PARTIES DESIRE TO WORK TOGETHER in the provision of Kent County Health Department and all other local agencies, to operate and implement the Healthy Families Mid-Shore Home Visiting Program and to evaluate the outcomes funded and/or administered by KCLMB;

WHEREAS, Kent County Local Management Board received funding from the Children's Cabinet Interagency Fund, and the Maryland State Department of Education (MSDE) towards this program; and,

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

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 engage with it to provide home visiting services through the Healthy Families Mid-Shore Home Visiting Program, as further outlined and 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”); acting by and through the Governor's Office for Children, the Maryland State Department of Education, and the Kent County Commissioner's. KCLMB will provide the primary funding for services. The amount of funding to 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, in a manner consistent with State and local KCLMB reporting requirements. Unless otherwise stipulated by the KCLMB, Vendor shall provide such reports on a quarterly basis to KCLMB no later than the

following dates: October 14th, January 14th, April 14th and July 12th.

- (2) Provide KCLMB and select State agencies access to all records and information related to services provided under this MOA, including client records.
- (3) Report financial and program information, including outcomes, 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 reports regarding the project, program and/or services provided for under this MOA. Promotional materials include advertisements, brochures, and annual reports, etc.

C. Independent Status. The Vendor shall at all times be an independent contractor. The Vendor is not an employee of KCLMB and shall not be entitled to any benefits as an employee. 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 **one hundred and eighty-two thousand, five hundred and sixty-two dollars (\$182,562.00)**. One hundred twenty-one thousand and four hundred thirty dollars (\$121,430.00) is funded through the Governor's Office for Children's Community Partnership Agreement and Sixty-one thousand, one hundred and thirty-two dollars (\$61,132) is funded by the Maryland State Department of Education.

Unless otherwise provided herein, this is a cost reimbursement agreement under which allowable and reasonable costs incurred by 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, 2020 through June 30, 2021. 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. The terms and conditions of any renewal are subject to community needs, funding availability, Vendor performance and negotiations between the parties. KCLMB reserves the right to solicit alternative vendors prior to any renewal.

D. KCLMB Manual. Funding under this MOA is conditioned upon compliance with the Local Management Board Policies and Procedures Manual issued January 1st, 2018 by the Governor's Office for Children (the "KCLMB Manual"), as amended from time thereafter, and incorporated herein by reference. A copy of the KCLMB Manual is available for review in KCLMB offices or may be downloaded from the Internet website of the Governor's Office for Children at: <http://goc.maryland.gov/lmb/> under Local

Management Boards Resources at the bottom of the page.

E. Background Checks. Consistent with Section II, Subsection 50.B. (page 19) of KCLMB Manual, all of 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 14th). 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 KCLMB and the State. Financial records shall be maintained by Vendor for 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 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".

H. Service Records.

- i. 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.
- ii. Service records will be retained for five (5) years after the child turns 21 years old.
- iii. Service records in any form generated or arising from the use of State funds provided under this contract are the sole and exclusive property of the State.

I. Laws and Regulations. Vendor agrees to accept such additional conditions imposed by KCLMB governing the use of funds or performance of services under the MOA as required by federal, State or local law. Such additional conditions shall not become effective until Vendor has been notified in writing.

J. Limitations – Sectarian Activities. Funding provided under this MOA is conditioned upon 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 provide no religious instruction or counseling, conduct no religious services or worship (not including voluntary nondenominational prayer before meetings or other events), engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities or programs under this MOA.

K. Lobbying Activities. The costs of influencing and lobbying activities associated with obtaining grants, contracts, cooperative agreements, or loans are unallowable expenses under this MOA.

L. Protected Information. Vendor acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. §1320d *et seq.* and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164, as amended. Vendor also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act ("MCMRA"), Md. Health-General §4-301 *et seq.*, as amended. This obligation includes but is not limited to adhering to the privacy and security requirements entailed for protected health information under HIPAA and MCMRA, making the transmission of all electronic information compatible with HIPAA requirements, and otherwise providing good information management practices regarding all health information and medical records.

Protected Health Information as defined in HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

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 a report which details all services and outcomes related to the MOA that are eligible for funding or reimbursement. Contactor may request one month of the 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 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 realized and recommended actions, if any. In the case of closing a Vendor account, a final report shall be submitted by 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.

D. Financial Audit. The Vendor shall submit a copy of the organization's financial audit of the

funding period.

SECTION IV. INDEMNIFICATION

Pursuant to Maryland Code Annotated, State Finance and Procurement Article, § 7-237 (Contracts), the State and the Queen Anne's County Department of Health (LHD), through their duly authorized officers and agents, agree to indemnify any other party to this agreement, only to the extent that funds have been lawfully appropriated by the Maryland General Assembly expressly to pay such an indemnity, and then only up to the limits of the available appropriated funds, if any, for a judgment against any other party to this agreement that results solely from the misfeasance or nonfeasance of the State and the LHD. Except as otherwise provided by law, the State and the LHD have no obligation for the payment of any judgments or the settlement of any claims made against any other party to this agreement or its subcontractors as a result of or relating to the other party's obligations under this agreement. The State and the LHD have no obligation to provide legal counsel or legal defense to any other party or its subcontractors. Any other party to this agreement hereby forever releases the State and the LHD, without limitation, from any other obligation or duty to indemnify any other party for any third-party claims, including without limitation tort or health care malpractice claims, for any direct, indirect, compensatory, special, or punitive damages, or attorney's fees, if any, arising out of, or in connection with any acts or omissions pursuant to this agreement.

SECTION V. ASSIGNMENT

Vendor shall not assign this MOA, except in writing with the prior written approval of the KCLMB. This MOA shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this MOA.

SECTION VI. CONFIDENTIALITY

The information and records related to the services performed under this MOA shall be confidential and shall not be disclosed by Vendor without the express 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 VII. COMPLIANCE and GRIEVANCES

A. MOA Compliance.

(1) If the Vendor is dilatory in the performance of services, record keeping and/or the filing of reports as required under this MOA, KCLMB Director (or designee) shall notify the Vendor in writing. Vendor shall address any such performance/compliance issue(s) to the satisfaction of KCLMB within the time frame specified by the KCLMB.

(2) In the event of significant or repeated incidences of non-compliance with respect to the provisions of this MOA, KCLMB Director (or designee) shall notify the Vendor in writing, and such notice shall include a detailed explanation of the Vendor's deficiencies, recommended corrective or

mitigating measures, and a reasonable time frame for response and curative action.

(3) The failure of Vendor to timely and/or adequately respond to notice from KCLMB pursuant to subsection (1) or (2) above may result in modifications to, or termination of, this MOA.

B. Grievance Procedure. Disputes between KCLMB and Vendor shall be resolved in accordance with the following procedures:

(1) Open lines of communication between Vendor and KCLMB are encouraged to ensure productivity and positive outcomes as envisioned under this MOA.

(2) Both parties to this MOA shall make every reasonable effort to exercise discretion and professionalism in resolving differences of opinion or interpretation.

(3) After first attempting to resolve differences verbally or writing with KCLMB personnel, the Vendor may request a meeting(s) with KCLMB Director. Such request shall be in writing and must include an explanation of the issue(s) to be addressed and a recommended course of action, if any. FCPKC Director must respond to such request within ten (10) days of receipt, and the requested meeting shall occur within fourteen (14) days of receipt of the request, unless the parties agree to a later meeting date.

(4) If, after meeting with KCLMB Director, differences between the parties remained unresolved, the Vendor may file an appeal with the Kent County Local Management Board. Such request shall be in writing, addressed to the Chairperson, and shall include an explanation of the issue(s) to be addressed, recommended actions or relief sought, and supporting documentation.

(5) An appeal from a decision of the KCLMB Director will be referred to the Executive Committee of KCLMB for consideration. The Executive Committee shall hear and decide the matter within thirty (30) days from receipt of the appeal, and shall notify the grieving party of their decision in writing no more than fifteen (15) days thereafter.

SECTION VIII. MISCELLANEOUS

A. Governing Law. This MOA shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

B. Non-Waiver. No indulgence, waiver, election or non-election by KCLMB under this MOA shall affect Vendor's duties and responsibilities hereunder.

[SIGNATURES ON NEXT PAGE]

**FY21 CPA and MSDE
Healthy Families Mid-Shore Home Visiting**

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 LOCAL MANAGEMENT BOARD

P. Thomas Mason
Name: Thomas Mason
Title: President, Kent County Commissioners

01/19/21
Date

QUEEN ANNE'S COUNTY DEPARTMENT OF HEALTH

Jennie M Bums
Name: Jennie M Bums
Title: Deputy Health Officer

09/17/2020
Date

FEIN/Employer ID

EXHIBIT A

The vendor, Queen Anne's County Department of Health in partnership with the Kent County Health Department, is contracted by Kent County Local Management Board (KCLMB) to implement, operate, and gather evaluation data on the Healthy Families Mid-Shore Program. Healthy Families Mid-Shore is an evidence-based, nationally accredited home visiting program that provides high-quality early intervention and prevention services to first time parents.

The Family Support Worker (FSW) utilizes the evidenced based curriculum, "Growing Great Kids" as their main tool in planning visits and presenting information to parents. During the visits, families have access to information about child development, parent-child activities designed to promote bonding and attachment, and referrals to needed community resources.

First-time families receive visits on a weekly basis, typically for the first year. The intensity of visits decreases over time as new parents expand their support system, achieve goals identified on their individual support plans and exhibit positive relationships with their child.

Specific goals for the FY21 program year include reducing childhood hunger and fostering economic stability.

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, 2020 to June 30, 2021. 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 also provide a completed Exhibit D 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 day of the month following the end of the quarter (October 14th, January 14th, April 14th and July 12, 2021). Reports may be submitted prior to this date; 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 in blue ink to dwilson@kentgov.org

Exhibit B – Expenditure Report

- 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 in a Microsoft Word document each quarter.
 2. Exhibit C-2, Data – due quarterly. Please see attached spreadsheet and directions detailing the information to be reported in 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. Please see <https://www.samhsa.gov/capt/applying-strategic-prevention/cultural-competence> for more information about cultural competency. Further training and engagement with racial equity and racial justice models is highly encouraged.
3. *Satisfaction Surveys.* A client satisfaction survey is required when participants exit the program, which may or may not be program completion. Recognizing that it may be difficult to obtain this survey from individuals exiting prior to program completion, the vendor must establish procedures to ensure that all program participants have the opportunity to complete this survey, whether or not they complete the program. Procedures to distribute and collect the survey must be described in the quarterly narrative reports.
4. KCLMB reserves the right to modify reporting requirements, pending the terms of the final donor agreement.

5. Compliance with reporting requirements. KCLMB reserves the right to withhold final reimbursement from the final 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.
- 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:

Name:
Title:

Date

FY 21 Budget: Community Partnership Agreement

Vendor: Healthy Families FY 21

Vendor #: 8171

Kent County Local Management Board - FY21 Exhibit B

Expense	Initial	Actual Expenses												TOTAL	Balance
	FY21 Budget	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Year to Date	
Personnel:															
Salary Expenses	\$75,552.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,552.00
Fringe	\$40,083.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,083.00
Operating Expenses:															
Communications	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Supplies	\$101.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$101.00
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing/Duplication	\$19.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.00
Information System Repair/Maintenan	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
Vehicle Operating (other than insuranc	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
Travel															
Business Travel	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
Conferences/Conventions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual:															
Training	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
Services:															
Consultant (other than Legal & Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment:															
Office Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other:															
Vehicle purchase and lease	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program supplies	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
Professional Dues/Publications/Subscri	\$3,775.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,775.00
Food	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expense	\$121,430.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$121,430.00

Balance of Grant

Fiscal Agent Signature: _____ Date: _____ Month: _____

An original signature must accompany all requests for funds.

* Please note that financial disbursements will not be processed without the narrative, data reports or other required information found on the Exhibit A or included in the CPA. *

If you expect line items to be over or underspent, please submit a budget modification as soon as possible.

EXHIBIT C-1

NARRATIVE

Vendor and Program Name:				Fiscal Year:			
Person Completing Report:				Signature:			
Reporting Period (mark with an X)		Qtr 1: 7/1-9/30		Qtr 2: 10/1-12/31		Qtr 3: 1/1-3/31	Qtr 4: 4/1-6/30

Please answer the following questions about the program for the quarter reported. Please provide succinct responses to the following questions. Do not cut and paste from prior reports. Responses must clearly reflect activity that occurred only in the reported quarter.

1. **Program Successes:** Include program highlights, achievements and activities that occurred during this quarter. Note accomplishments and progress toward performance measures.
2. **Program Challenges:** Include any obstacles to the delivery of program services and your strategy to overcome the obstacle. Note any proposed changes in program design.
3. **As applicable, please describe the top three needs of the children and families you are serving, and any ideas on resources we could develop to meet those needs (Q2, Q4 only).**
4. **Are there any technical assistance requests? If yes, please describe:**
5. **Case Vignette:** Include a short story that highlights the positive impact of the program on children, youth and families assisted by your program.
6. **As applicable, describe program procedures to obtain pre and post surveys, both from participants who complete the program, as well as from participants who exit the program early.**

EXHIBIT C-1

NARRATIVE

7. **Describe program procedures to provide referrals to community resources to program participants.** (ie: SNAP and other nutrition resources, housing resources behavioral health, Local Care Team, etc.)
8. **(Q2, Q4 only) Please address program sustainability, summarizing planning efforts and resources mobilized to continue the program after 6/30/21.**
9. **(Q2, Q4 only) Describe progress or challenges to incorporating racial equity approaches and practices into the program.**

Kent County Local Management Board Exhibit C-2
Program: Healthy Families Home Visiting

Performance Measure ^a	For Percentages, provide the Numerator and Denominator (NUM/DEN) to be used	Q1	Q2	HY1	Q3	Q4	HFY 2	Annual	Data Discussion	Story Behind	Narrative Field:
What/How Much We Do:											
• # of families served by Home Visitors (meet minimum # of visits required for program effectiveness)								0			
• # of home visits from the Healthy Families Home Visitor								0			
How Well We Do It:											
• #/% of families who report that they are satisfied or very satisfied with the program based on pre and post evaluation	NUM: # of families who report that they are satisfied or very satisfied with the program based on pre and post evaluation DEN: # of families who completed the pre and post evaluation							0			
• #/% of participants that maintain or reach the target range for "Use of Community Resources" using the Life Skills Progression Tool	NUM: # of participants that maintain or reach the target range for "Use of Community Resources" DEN: # of participants who have been evaluated with the LSP during the reporting period							0			
Is Anyone Better Off?											
• #/% of participants without indicated child abuse/neglect findings while enrolled in the program	NUM: # of participants without indicated child abuse/neglect findings while enrolled in the program DEN: # of participants enrolled in the program							0			
• #/% of participants who report increase in self-sufficiency	NUM: # of family participants working towards self-sufficiency as measured by the Life Skills Progression Tool DEN: # of participants who have been evaluated with the LSP during the reporting period							0			
• #/% of participants who report a reduction in food insecurity	NUM: # of participants who report a reduction in food insecurity DEN: # of surveyed participants who completed the pre and post evaluation							0			
• #/% of participants who report an increase in food/meal availability	NUM: # of participants who report an increase in food/meal availability DEN: # of surveyed participants who completed the pre and post evaluation							0			

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	
Position	
Phone	
Email	

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	
Position	
Phone	
Email	

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	
Position	
Phone	
Email	

EXHIBIT E

I, _____, 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 employees 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.

Signature/Title

Print Name

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 _____ 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

Signature

Date

Print Name

Title

Exhibit G Modification

Fiscal Year 2021

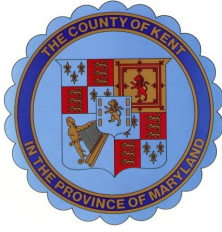
LMB: Kent County Local Management Board

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)	
Personnel	115,635.00	0.00	115,635.00	0.00	0.00	0.00	115,635.00	
Salaries	75,552.00	0.00	75,552.00	0.00	0.00	0.00	75,552.00	
Fringe Costs	40,083.00	0.00	40,083.00	0.00	0.00	0.00	40,083.00	
Operating Expenses	820.00	0.00	820.00	0.00	0.00	0.00	820.00	
Communications	500.00	0.00	500.00	0.00	0.00	0.00	500.00	
Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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	101.00	0.00	101.00	0.00	0.00	0.00	101.00	
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	19.00	0.00	19.00	0.00	0.00	0.00	19.00	
Information System Repair/Maintenance	100.00	0.00	100.00	0.00	0.00	0.00	100.00	
Vehicle Operating (other than Insurance)	100.00	0.00	100.00	0.00	0.00	0.00	100.00	
Travel	600.00	0.00	600.00	0.00	0.00	0.00	600.00	
Business Travel	600.00	0.00	600.00	0.00	0.00	0.00	600.00	
Conferences/Conventions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contractual Services	100.00	0.00	100.00	0.00	0.00	0.00	100.00	
Training	100.00	0.00	100.00	0.00	0.00	0.00	100.00	
Consultant (other than Legal/Accounting/Auditing)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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	4,275.00	0.00	4,275.00	0.00	0.00	0.00	4,275.00	
Vehicle purchase and lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Program Supplies	500.00	0.00	500.00	0.00	0.00	0.00	500.00	
Professional Dues/Publications/Subscriptions	3,775.00	0.00	3,775.00	0.00	0.00	0.00	3,775.00	
Food	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other (specify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other (specify)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL Budget	\$121,430.00	\$0.00	\$121,430.00	\$0	\$0.00	\$0.00	\$121,430.00	

Kent County Local Management Board Exhibit H

Fixed Asset 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".



**Rosemary Ramsey Granillo, Director, Kent County Local Management
Board
1/19/2021
County Commissioners Meeting**

Item Summary:

Request to Accept Kent County Truancy Intervention Services Grant Award

ATTACHMENTS:

Description

01.19.21 Governor's Office of Crime Control and Prevention Grant Award, Grant Award Number JJAC-2019-0015, KCLMB, Kent County Truancy Intervention Services, Juvenile Justice Delinquency Prevention Formula Grant



11/10/2020

Governor's Office of Crime Control and Prevention



Control Number:

40454

Regional Monitor:

Knight, Sabraya

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number: JJAC-2019-0015

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Truancy Intervention Services

Implementing Agency: Kent County Local Management Board (LMB)

Award Period: 10/01/2020 - 09/30/2021

CFDA: 16.540

Federal Grant #: 2019-JX-FX-0036

Funding Summary	Grant Funds	72.6 %	\$10,152.00
	Cash Match	27.4 %	\$3,835.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$13,987.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

Juvenile Justice Delinquency Prevention Formula Grant (Title II of the JJDP Act of 1974 (42 U.S.C. 5601, et seq) PL: 93-415,95-503,95-115,96-509,98-473,100-690, and 102-586)

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Control and Prevention

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

P. Thomas Mason, President
Typed Name And Title

01/19/21
Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

2019-JX-FX-0036



Grant Award - General Conditions

Grant Award Number:	JJAC-2019-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Kent County Local Management Board (LMB)
Project Title:	Kent County Truancy Intervention Services		

- 1 Approved by the Governor's Office of Crime Control & Prevention (GOCCP) of the submitted application, and the sub-award that it has generated, is for the time period stated in this Sub-award Package and constitutes no commitment for the continuation of funding beyond that time period.
- 2 This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.
- 3 This sub-award is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the GOCCP website, as accepted by the Authorized Official on the official Award Acceptance document. GOCCP retains the right to add Special Conditions, if and when needed, during the life of the award period. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from GOCCP for grant funds, irrelevant of the funding source.
- 4 The original Award Acceptance document containing the original signature of the Executive Director of GOCCP must be signed, preferably in BLUE INK, by the Authorized Official noted on the submitted application. This document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Acceptance of this sub-award constitutes a commitment. Failure to comply will prevent program/project activity and result in the delay of reimbursement.

The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the sub-award.

- 5 The Notice of Project Commencement/Delay form must be signed (initialed in Section II, AND signed at the bottom) by the Project Director and must be uploaded in the Grants Management System (GMS) WITHIN 30 CALENDAR DAYS of the receipt of the award package. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by GOCCP.

NOTE: If the project will not commence within 30 calendar days of the Starting Date of the Period of Award, an explanation of the steps taken to initiate the project, the reason for delay, and the expected commencement date must be explained and justified on the Notice of Project Commencement/Delay Form in Section III. Failure to comply will result in delay of reimbursement.

ANY delay of your project AFTER submission of the Project Commencement/Delay Form will require the submission of a Grant Modification Form and approval by GOCCP. One blank Modification form is sent with every award package. For potential future modifications of any kind you may access the form through the GOCCP GMS.

Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.

- 6 The Federal Civil Rights Questionnaire (FCRQ) and Certification Form are a post award process that occurs bi-annually (2011, 2013, etc), and are for federal funds only. Submission of certification is completed through online registration. These documents must be completed and returned, with any additional attachments (posters, complaint forms), to GOCCP within 90 CALENDAR DAYS of the receipt of the Award and may be uploaded electronically to GMS. For internal assistance please contact your Department of Human Resources, Personnel Department, Fair Practices, or internal Human Resource/Personnel contact. The FIRST PAGE of the actual questionnaire MUST reference only ONE sub-award number. This must always be the second page of your response packet, with a copy of the federal Certification Form being the first. The certification process must be completed online as the Office of Justice Programs (OJP) no longer accepts paper forms. The Certification Form and additional instructions may be obtained at <http://www.ojp.gov/about/ocr/eeop.htm>.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Knight, Sabraya
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	JJAC-2019-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Kent County Local Management Board (LMB)
Project Title:	Kent County Truancy Intervention Services		

- 7 The Start Date of the Period of Award is the earliest date that can be used as the project commencement date. No obligation or expenditure of funds is allowed prior to this date.

The sub-award may be terminated by one or both parties with written notice. If the sub-award is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses MUST be provided within 60 calendar days. Also see General Condition #35.

- 8 The sub-recipient must implement this project according to the goals, objectives, and plans as proposed, accepted, and set-forth in this sub-award.
- 9 The attached Budget Notice is made part of the final grant proposal and sub-award. Where this Budget Notice may have been modified from the project budget submitted in the original application, it represents final approved expenses for the project and governs expenditures accordingly.

All NEW project personnel supported with grant funding MUST BE HIRED WITHIN 45 CALENDAR DAYS of receipt of the sub-award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the sub-award package. If project personnel are not hired within 45 calendar days, project personnel ALLOCATIONS MAY BE DE-OBLIGATED at the discretion of GOCCP. Also see General Condition #14.

- 10 SUPPLANTING is the use of GOCCP grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this sub-award has been awarded. Any salaries, positions, personnel expenses, contractual expenses, equipment, travel, and other expenses paid for with GOCCP grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.
- 11 The sub-recipient's acceptance of this sub-award constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award.

The sub-recipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this sub-award. Any requested change to this match (if applicable) must be submitted in writing on a GOCCP Grant Modification form and is subject to prior approval by GOCCP. Also see General Condition # 13.

- 12 All grant funds related to the sub-award project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the sub-award period or any pre-authorized extension thereof.

Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the sub-recipient.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Knight, Sabraya
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	JJAC-2019-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Kent County Local Management Board (LMB)
Project Title:	Kent County Truancy Intervention Services		

- 13 ANY requests for changes or modifications of any kind to any portion of this sub-award **MUST BE SUBMITTED IN WRITING PRIOR TO OCCURRENCE** using the GOCCP GRANT MODIFICATION FORM and may not take place until the Authorized Official or Project Director receives written approval from GOCCP. Written approval is sent in the form of a Grant Adjustment Notice (GAN).

This includes, but is not limited to: 1) budget revisions of any type, including proposed expenditures in a budget category that was not previously approved in the application stage; 2) change to award period; 3) change to Project Director or Fiscal Officer; 4) change to staff specified in the personnel category; 5) change to scope of program; and 6) ANY change that was not approved when the funds were originally awarded.

These changes may not be requested via telephone, fax, or email. See the Grantee's Toolbox area of the GOCCP website for specific instructions: <http://www.goccp.maryland.gov/grants/grantee-toolbox.php>

- 14 ANY intended or proposed changes to Key Personnel whose salary is funded in whole or part by this sub-award **MAY NOT TAKE PLACE UNTIL** a Grant Modification Form has been signed by the Authorized Official or Project Director, and submitted to GOCCP 15 CALENDAR DAYS PRIOR TO the intended change AND written approval (Grant Adjustment Notice - GAN) has been sent by GOCCP to the requesting sub-recipient. In addition, accurate and identifiable time and attendance records must be maintained on-site for all personnel hired/employed under this project. See the Grantees Toolbox area of the GOCCP website. Look under the section entitled Time and Effort Reports (timesheets).
- 15 If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to GOCCP, acknowledging the replacement and signed by the person exiting the position. However, should said person have already vacated the position, then the letter must come from the entities actual Authorized Official, acknowledging the change and name of the replacement person. If documentation is available please attach it to the original letter (e.g. Executive Order, acknowledgement of election, Board notes acknowledging confirmation, etc.).
- 16 The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer.

To authorize an alternate signature, the person granting authorization for another party to sign on their behalf must submit a letter, on letterhead, to GOCCP with their original signature in blue ink. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.).

If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings, etc.

- 17 If the sub-recipient does not have written procurement guidelines, the sub-recipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed via the internet at: <http://www.michie.com/maryland>.

Double click "MARYLAND CODE", select "STATE FINANCES AND PROCUREMENT", select "TITLE 13: SOURCE SELECTION, select: "SUBTITLE 1, 2, 3, or 4" based on applicability.

- 18 The submission of the Property Inventory Report Form (PIRF) is a requirement for any equipment that costs \$5,000 or more per unit cost, that is approved under this sub-award. The form is included in the Project Director's award package.

BPVP sub-awards are additionally referred to their Special Condition for the PIRF, all other conditions remain the same.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Knight, Sabraya
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number: JJAC-2019-0015	Sub-Recipient: Kent County Board of County Commissioners
Award Period: 10/01/2020 - 09/30/2021	Implementing Agency: Kent County Local Management Board (LMB)
Project Title: Kent County Truancy Intervention Services	

- 19** The principal activities of this project may NOT be sub-contracted to another organization WITHOUT PRIOR APPROVAL by GOCCP. If prior approval was not obtained through the application process and is required after the program has been awarded, a Grant Modification Form must be submitted with detailed information and justification. Activities cannot occur until written approval in the form of a Grant Adjustment Notice (GAN) is received from GOCCP.
- 20** Sub-recipients are subject to the applicable requirements regarding the Drug Free Workplace of the governor's Drug and Alcohol Free Workplace executive order and implementing policies. This information may be obtained through the State of Maryland website at www.maryland.gov.
- 21** When issuing requests for proposals, bid solicitations, or other procurement requests, all sub-recipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.
- 22** When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the sub-recipient agrees that the source of funding of this project and the role of GOCCP must and will be clearly acknowledged. The sub-recipient will ensure that all publications resulting from this project will have the following language on the publication:
- "The Governor's Office of Crime Control & Prevention funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."
- 23** GOCCP has the rights to reproduce, with attribution, and share any and all materials and documents generated as a result of this sub-award and project.
- 24** All sub-recipients are required to view the GOCCP Grants Management System (GMS) Training Videos, which can be accessed at: <http://www.goccp.maryland.gov/gms-training/>.
- These videos provide step-by-step guidance through the online system, from application to reporting.
- If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the GOCCP IT Staff at support@goccp.freshdesk.com.
- 25** The sub-recipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.
- 26** All GOCCP required forms must be generated by GOCCP or printed from the GOCCP web-based Grants Management System (GMS). Applications, and or reports, that are not in "Submitted" status online, will print with verbiage that includes the words "PENDING SUBMISSION." These forms will be rejected.
- Rejected forms will be returned to the sub-recipient with a Notice of Dispute. The return of forms may delay programmatic and/or financial activity of this sub-award including, but not limited to, reimbursement of funds.
- 27** ALL Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the GOCCP web-based Grants Management System (GMS). Hard copies of reports are not required. Reports that are not in "Submitted" status online will have the words "Pending Submission" on them and will be returned with a Notice of Dispute.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

In accordance with policy, GOCCP may freeze the release of funds until a sub-recipient is current in the filing of all programmatic and financial reports.



Grant Award - General Conditions

Grant Award Number:	JJAC-2019-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Kent County Local Management Board (LMB)
Project Title:	Kent County Truancy Intervention Services		

- 28** PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GOCCP Grants Management System (GMS) on a quarterly basis. Hard copies of programmatic reports are not required. ** All programmatic reports (including matrix, DCTAT and PMT if applicable) are due NO LATER THAN 15 CALENDAR DAYS after the end of each quarter. This due date is PRIOR to submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online.

Where the start date of any sub-award may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30 reports due 10/15
10/01 - 12/31 reports due 01/15
01/01 - 03/31 reports due 04/15
04/01 - 06/30 reports due 07/15

In addition the GOCCP Regional Division Chief, Program Fund Manager, or Program Monitor, may request an Annual Progress Report. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

- 29** The Financial Report form must be electronically submitted within 30 calendar days after the end of each quarter. In order to process a Financial Report, the Programmatic Reports must be in "Submitted" status.

The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to any financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned with a Notice of Dispute.

Where the start date of any sub-award may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

07/01 - 09/30 reports due 10/30
10/01 - 12/31 reports due 01/30
01/01 - 03/31 reports due 04/30
04/01 - 06/30 reports due 07/30

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Knight, Sabraya
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number: JJAC-2019-0015	Sub-Recipient: Kent County Board of County Commissioners
Award Period: 10/01/2020 - 09/30/2021	Implementing Agency: Kent County Local Management Board (LMB)
Project Title: Kent County Truancy Intervention Services	

- 30** Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be electronically submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports submitted with Programmatic reports cannot be processed for payment unless programmatic reports are in "Submitted" status online.

FINAL Financial Reports must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, the sub-recipient must email the Fiscal Specialist and copy the Regional Monitor stating that the report is not final.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. All final financials must be submitted within 60 days or GOCCP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written across the top of the report. The corrections must be actual expenditures, not the variance. New signatures and current dates are required and can the report can be either emailed to the Fiscal Specialist and copying the Regional Monitor or uploaded into the documents tab of the grants management system.

- 31** Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the de-obligation of funds. Financial reports cannot be processed for payment unless programmatic reports are in "Submitted" status in the online system (GMS).

If late reporting occurs, the expenditure or obligation may become the responsibility of the sub-recipient.

BARM and BPVP MUST review their SPECIAL CONDITIONS for reporting requirements and/or deadlines.

- 32** In accordance with policy, GOCCP will freeze the release of funds until a sub-recipient is current in the filing of all reports, submission of documentation, and have resolved any remaining Notices of Disputes or issues.
- 33** In order to verify the appropriateness of all grant fund related expenditures, the GOCCP program staff will monitor the use of grant fund proceeds as reported by sub-recipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this sub-award and other such standards as they apply, are being met.

At any time during normal business hours, and as deemed necessary by GOCCP, the sub-recipient shall make available to GOCCP, fund source agencies, or State Legislative Auditors, or any of their authorized representatives, any of the fiscal and/or program records for inspection and audit. Also see General Condition # 39.

- 34** GOCCP may allow or require that a sub-recipient report, and be reimbursed, in increments other than quarterly under such conditions that are deemed appropriate.



Grant Award - General Conditions

Grant Award Number:	JJAC-2019-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Kent County Local Management Board (LMB)
Project Title:	Kent County Truancy Intervention Services		

- 35 The performance of work under this award may be terminated by GOCCP in accordance with this clause in whole, or in part, whenever GOCCP determines that such termination is in the best interest of the State.

If the sub-recipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the sub-award, GOCCP may terminate the award by written notice to the sub-recipient. The notice shall specify the acts or omissions relied upon as cause for termination.

All finished or unfinished supplies and services provided by the sub-recipient shall become GOCCP property. GOCCP will pay all reasonable costs associated with this program that the sub-recipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the sub-award. An accounting of the current quarterly and year-to-date expenditures must be provided within 60 calendar days of the termination date. Also see General Condition #7.

- 36 The sub-recipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The sub-recipient also agrees to include a provision similar to that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. Also see General Condition # 6 (above).

The sub-recipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors, to file a discrimination complaint directly with the Implementing Agency or Grantee (sub-recipient via complaint form), the GOCCP (prime recipient via website), and/or directly with the Maryland Commission on Human Relations, St. Paul Street, 9th Floor, Baltimore, MD 21201 (410-767-8600), the Baltimore Office of the U.S. Equal Employment Opportunity Commission (EEOC), 10 South Howard Street, 3rd Floor, Baltimore, MD 21201 (410-962-3932), or directly with the Office of Civil Rights Office of Justice Programs in Washington, D.C.

- 37 ALL submissions of ANY kind to GOCCP (U.S. mail, hand delivered, etc.), should be mailed to:

Governor's Office of Crime Control and Prevention
100 Community Place
Crownsville, MD 21032

- 38 All sub-recipients must have proper documentation to present to GOCCP upon request, to prove compliance with the following Audit Regulations that apply:

Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their sub-award.

Non-Profit Organizations that have gross income from charitable contributions of at least \$500K must have proof that they received an annual audit by a certified public accountant.

Non-Profit Organizations that have a gross income between \$200K - \$500K must have proof that they have been reviewed by an independent auditor.

Proof must be provided that each of the above reports has been submitted to the Secretary of State within 6 months of the end of the entity's fiscal year.

Non-Profits that have gross income of less than \$200K must provide proof that they filed a 990-Form to the IRS for their fiscal year.



GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Knight, Sabraya
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	JJAC-2019-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Kent County Local Management Board (LMB)
Project Title:	Kent County Truancy Intervention Services		

- 39 All financial and programmatic information and receipts/back-up documentation must be retained during the award period, and for 3 years from the date of last activity, for monitoring and auditing purposes, and be made available upon request.
- 40 The sub-recipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 41 The sub-recipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.
- 42 In addition to GOCCP's General (Post Award Instructions) and Special Conditions, the sub-recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by GOCCP. The financial guide may be accessed at the following web URL:
http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf
- 43 On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding newly enacted conference costs and reporting requirements
([http://www.in.gov/cji/files/Memorandum_to_All_OJP_Grantees_and_Contractors_Regarding_Revised_Conference_Cost_Guidelines_October_2011_\(2\).pdf](http://www.in.gov/cji/files/Memorandum_to_All_OJP_Grantees_and_Contractors_Regarding_Revised_Conference_Cost_Guidelines_October_2011_(2).pdf)).

In order to follow the federal guidelines, GOCCP will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the new federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

GOCCP may consider exceptions to this General Condition for non-OJP funded grants.

- 44 All sub-recipients of federal funds must comply (and will require any sub-contracts or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).
- 45 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.Gov, previously the Central Contractor Registry (CCR).
- A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. Information about the registration procedure for SAM can be found at www.sam.gov. Note: previous CCR (Central Contract Registry) information was migrated to SAM.gov.
- 46 No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
- 47 All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of GOCCP.



Governor's Office of Crime Control and Prevention

Grant Award - General Conditions

Grant Award Number:	JJAC-2019-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Kent County Local Management Board (LMB)
Project Title:	Kent County Truancy Intervention Services		

- 48 Sub-recipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 49 The sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document, see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>
- 50 Your entity falls under the following federal requirement: Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEO) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEO Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop/eeop.htm>.
- 51 Sub-recipients need to pay particular attention to the type of records that need to be maintained to support reimbursement claims for salaries, wages, and fringe benefits. Guidance can be referenced on page 70 of the OJP Financial Guide.
- The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include time sheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor.
- When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.
- 52 If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514 to be submitted to the Federal Audit Clearinghouse. If the audit discloses findings on GOCCP grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from the pass-through entity as required by §200.521 Management decision.



Grant Award - Special Conditions

Grant Award Number:	JJAC-2019-0015	Sub-Recipient:	Kent County Board of County Commissioners
Award Period:	10/01/2020 - 09/30/2021	Implementing Agency:	Kent County Local Management Board (LMB)
Project Title:	Kent County Truancy Intervention Services		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCCP website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

- 2 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.Gov, previously the Central Contractor Registry (CCR).

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. Information about the registration procedure for SAM can be found at www.sam.gov. Note: previous CCR (Central Contract Registry) information was migrated to SAM.gov.

- 3 Throughout the entire period of the grant, the sub-recipient must maintain a valid DUNS Number and current registration with SAM.gov, previously the Central Contractor Registry (CCR). If this number expires during the life of the grant the sub-recipient will not be able to draw down any funds until this number has been re-activated.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entries receiving federal funds. Information about the registration procedure for SAM can be found at www.SAM.gov.

- 4 The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

- 5 On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

- 6 A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
- 7 The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.
- The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.
- The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.
- This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 8 1. The recipient (and any subrecipient at any tier) must--
- A.Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - B.Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
 - (1)this award requirement for verification of employment eligibility, and
 - (2)the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C.Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D.As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C."United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D.Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

- 9 The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 10 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").
- The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

- 11 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).
The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>
(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.
- 12 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 13 SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.
The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
- 14 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
- 15 Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- 16 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 17 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 18 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.
The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

- 19** In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 20** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at

<https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 21** The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 22** No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

- 23** The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- 24** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- 25** 1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
4. Rules of Construction
- A. For purposes of this condition:
- (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
- (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
- IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.
- 26** 1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373; ongoing compliance" condition are incorporated by reference as though set forth here in full.
- 27** The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 22, including the requirement to submit a properly executed Privacy Certificate that is in accordance with the requirements of 28 CFR Section 22.23 to OJJDP for approval. The award recipient will also monitor and appropriately manage any subrecipients and/or subcontracts to ensure compliance with 28 CFR Section 22.23.
- 28** The award recipient agrees, as a condition of award approval, to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/ Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate. The award recipient will also monitor and appropriately manage any subrecipients and/or subcontracts to ensure compliance with 28 CFR Part 46.
- 29** The sub-recipient will submit performance measures and participate in the OJJDP DCTAT reporting requirement for the Federal Funding source as required.

- 30 The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.
- 31 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCCP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

- 32 All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.
- 33 Per the Federal Government guidelines, the maximum allowed for consultant rates is \$650.00 per day or, if paid by the hour, \$81.25 per hour for a maximum 8 hour workday. Consultants or other providers who are donating cost of their services as match toward the project are also subject to the \$650 per day or \$81.25 per hour limitation. Fees in excess of this will not be reimbursed.



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Knight, Sabraya
Thomas, Courtney

Budget Notice

Grant Award Number: JJAC-2019-0015

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Truancy Intervention Services

Implementing Agency: Kent County Local Management Board (LMB)

Award Period: 10/01/2020 - 09/30/2021

CFDA: 16.540

Federal Grant #: 2019-JX-FX-0036

Funding Summary	Grant Funds	72.6 %	\$10,152.00
	Cash Match	27.4 %	\$3,835.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$13,987.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Fringe - Grant	Fringe	Cash Match	\$1,015.00
Fringe - Grant	Salary	Grant Funds	\$718.00
Truancy Specialist	Salary	Grant Funds	\$9,434.00

Personnel Total: \$11,167.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Data and Outreach Services	Cash Match	0	\$0.00	\$2,820.00

Contractual Services Total: \$2,820.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 11/2/2020



Governor's Office of Crime Control and Prevention

Programmatic Reporting



Control Number:

40454

Regional Monitor:

Knight, Sabraya

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

Grant Award Number: JJAC-2019-0015

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Truancy Intervention Services

Implementing Agency: Kent County Local Management Board (LMB)

Award Period: 10/01/2020 - 09/30/2021

CFDA: 16.540

Federal Grant #: 2019-JX-FX-0036

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (15)

1	Number of youth served by the program	
3	Number of youth who successfully fulfilled all program obligations and requirements	
4	Number of youth who were arrested or seen at a juvenile court for a new delinquent offense within 6-12 months of exiting the program.	
5	Number of youth served by the program who exhibited a decrease in anti-social behavior.	
6	Number of youth who exhibited an improvement in family relationships.	
7	Number of juveniles linked to community based diversion programs.	
8	Number of individuals that participated in RED-related training	
9	The number and percentage of youth served in a community-based program or service.	
10	The number and percentage of youth referred to the juvenile justice system.	
11	The number and percentage of trainings that were held with Family Magistrates and Law Enforcement.	
12	The number and percentage of referrals to community-based mental health programs	
13	The number and percentage of referrals for workforce training programs.	
14	The number and percentage of youth reconnected to school.	

15	The number of percentage of families served.	
16	The number of percentage of families referred to community-based resources.	

Progress Report Questions (7)

1	If no funds or minimal funds (less than 25%) were expended during this reporting period provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
2	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.
3	Please list any successes and/or best practices developed through this program funded by the Governor's Office of Crime Prevention, Youth, and Victim Services.
4	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this program.
5	Summarize the progress of completed goals for the quarter, including program highlights or strategy activities (special events, program achievements, etc.) and dates of completion, if applicable. Also, highlight the status of any objectives that were delayed the previous quarter.
6	Is your agency following the spending plan described in your application? If not, please explain.
7	Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.

Signed: _____ **Date:** _____

Project Director - Granillo, Rosemary

(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Knight, Sabraya
Thomas, Courtney

GAN Budget Notice

Grant Award Number: JJAC-2019-0015

Sub-recipient: Kent County Board of County Commissioners

Project Title: Kent County Truancy Intervention Services

Implementing Agency: Kent County Local Management Board (LMB)

Award Period: 10/01/2020 - 09/30/2021

CFDA: 16.540

			Prior Total	Current Total	Difference	
Funding Summary	Grant Funds	89.9 %	\$10,039.00	\$10,152.00	\$113.00	
	Cash Match	10.1 %	\$1,128.00	\$1,128.00	\$0.00	
	In-Kind Match	0.0 %	\$0.00	\$0.00	\$0.00	
	Total Project Funds		\$11,167.00	\$11,280.00	\$113.00	Budget Version: 1

Personnel

Description of Position	Salary Type	Funding	Total Prior Budget	Total New Budget	Difference
Fringe - Grant	Salary	Grant Funds	\$605.00	\$718.00	\$113.00
Fringe - Match	Salary	Cash Match	\$1,128.00	\$1,128.00	\$0.00
Truancy Specialist	Salary	Grant Funds	\$9,434.00	\$9,434.00	\$0.00
Cash Match:			\$1,128.00	\$1,128.00	\$0.00
Grant Funds:			\$10,039.00	\$10,152.00	\$113.00
Personnel Total:			\$11,167.00	\$11,280.00	\$113.00

Approved: _____

GOCCP Authorized Representative

Effective Date: 1/11/2021



GOVERNOR'S COORDINATING OFFICES

COMMUNITY INITIATIVES • SERVICE & VOLUNTEERISM • PERFORMANCE IMPROVEMENT
CRIME CONTROL & PREVENTION • SMALL, MINORITY & WOMEN BUSINESS AFFAIRS
CHILDREN • DEAF & HARD OF HEARING

November 10, 2020

Mr. P. Thomas Mason
President
Kent County Board of County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620

RE: JJAC-2019-0015

Dear Mr. Mason:

I am pleased to inform you that your grant application submitted by **Kent County Board of County Commissioners**, entitled "**Kent County Truancy Intervention Services**," in the amount of \$10,152.00 has received approval under the Title II Formula - JJAC program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Kent County Truancy Intervention Services program addresses existing gaps in truancy support services and fosters collaboration among agencies and stakeholders in Kent County, Maryland. The program enhances the capacity of the Kent County Truancy Reduction Program by adding a Truancy Specialist to serve to provide direct support and inter agency collaboration for the most complex cases presenting at court. The program utilizes four components critical to a successful truancy reduction strategy; mentoring, family engagement, service linkage and structured attendance monitoring. Critical cases use the evidence based Check and Connect strategy for monitoring and mentoring, and the Local Care Team reviews complex cases for inter-agency planning and collaboration. Program funds provide personnel.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Control and Prevention.

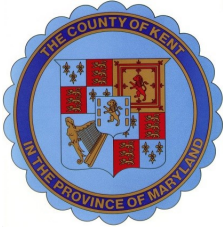
If you have any questions or need any clarification regarding this grant award, please contact **Sabraya Knight**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Glenn Fueston, Jr.", with a stylized flourish at the end.

V. Glenn Fueston, Jr.
Executive Director

cc: Ms. Rosemary Granillo



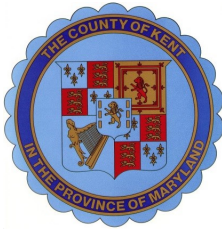
Economic and Tourism Development 1/19/2021 County Commissioners Meeting

Item Summary:

Request to Hire An Applicant for the Economic Development Position

ATTACHMENTS:

Description



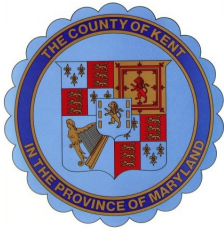
Emergency Services 1/19/2021 County Commissioners Meeting

Item Summary:

Recommendation to Fill the Full-Time Vacant Paramedic Position

ATTACHMENTS:

Description



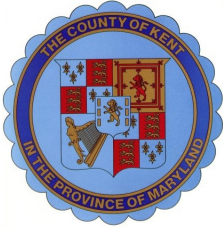
Public Works- Roads Division
1/19/2021
County Commissioners Meeting

Item Summary:

MEO I/MEO II Vacancy Discussion

ATTACHMENTS:

Description



Kent Ag Center Asbestos Abatement 1/19/2021 County Commissioners Meeting

Item Summary:

Contract Change Order Requests

ATTACHMENTS:

Description

01.19.21 SanDow Construction, Inc., Change Request Order Number 2, Kent Ag Center, Additional Asbestos Removal

01.19.21 SanDow Construction, Inc., Change Request Order Number 3, Kent Ag Center, Removal of Metal Ceiling and Layers of Drywall

PROPOSAL



CLIENT INFORMATION

Company Kent County

Name Mr. James Wright

Project address 21349 Tolchester Beach Rd

City, State ZIP Chestertown, Maryland 21620

Phone 1-410-778-2600

Email Jwright@kentgov.org

CONTRACTOR INFORMATION

Company SanDow Construction, Inc.

Name Curt Thomas

Address 3610 East Street

City, State ZIP Landover, MD 20785

Phone 301-322-1446 (o) **202-359-2236 (m)**

Email curt@sandowconstruction.com

SCOPE OF WORK – REMOVAL OF ADDITIONAL ASBESTOS TRANSITE, TANK & PIPE INSULATION & DRYWALL

SanDow Construction, Inc. (SCI) will provide supervision, labor, material and equipment to remove additional asbestos material listed below from the small room attached to the back of the Agricultural Building. We will remove asbestos insulation from the tank, pipes and transite from the mechanical / electrical room that is located behind the Agricultural Building.

Below is information regarding our charges for the additional scopes of work.

These are our costs below:

Location	Area	Price \$
Ag center	Cement board disposal – 330 sf	\$ 481.80
Ag center	Asbestos tank insulation – 2 sf	\$ 1,050.00
Ag center	10' Lf pipe insulation	\$ 950.00
Rifle Range	Remove pipe insulation from Rifle Range 27' LF	\$ 2,565.00
	Total	\$ 5,046.00

- Will provide an experienced licensed asbestos supervisor and work crew.
- Will provide HEPA equipped negative air machine to filter the air.
- Will erect a decontamination chamber for entry and exit from work areas.
- We will spray encapsulant on all abated surfaces.
- We will dispose of all waste from this project to a legal EPA approved landfill.
- We will provide you with a waste manifest showing that your asbestos waste has been disposed of properly.
- We will provide you with a certificate of completion for abatement.

TERMS highlights: Our work schedule will be 7:00 am – 6:00 pm, Monday – Thursday.

Exclusions

This SOW does not include replacement of any abated material.

PRICE/Terms/Schedule

Our price for all the above referenced services will be: \$5,046.00. (Five-Thousand Forty Six Dollars.)

Curt Thomas

Submitted by Curt Thomas

1-08-21

Date

Prices are valid for 5 days.

P. Thomas Mason

Accepted

01/19/21

Terms and Conditions

1. **OFFER.** This proposal constitutes an offer by SanDow Construction, Inc., (SANDOW) to perform the services for the Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by the Client, constitute the entire agreement of the parties. Offer is subject to credit approval.
2. **AUTHORIZATION AND ACCESS.** The Client shall provide SANDOW with all the necessary access to the area(s) in which the work is to be performed or from which samples to be tested are to be obtained. The Client warrants that it has obtained (or will obtain prior to performance of the services) all necessary permits, licenses, consents, and authorizations required in connection with the performance of services as outlined in the proposal.
3. **UTILITIES.** In the execution of its work, SANDOW will take reasonable precautions to avoid damage to structures or utilities. The Client agrees to hold SANDOW harmless for any damages to structures or delays, costs, injuries, or death associated with any structures that were not called to SANDOW's attention and correctly shown on any plans furnished.
4. **WARRANTIES.** SANDOW will perform the services in a competent, professional manner in accordance with the customary standards of performance of the industry. SANDOW does not represent or warrant to the Client that the services and/or reports delivered hereunder will achieve any results for the Client other than as expressly set forth in the proposal. Client recognizes that conditions may vary from those encountered at the location and recommendations of SANDOW's personnel are based solely on the information available to them. If equipment is supplied as part of this contract, client agrees that SANDOW will not be liable for any claims due to defective equipment manufacturing.
5. **RELATIONSHIP OF THE PARTIES.** In performing the services, SANDOW shall be acting in the capacity of an independent contractor to the Client, and nothing herein shall be deemed to create a partnership, agency, joint venture, or any other relationship between the parties.
6. **LIMITATION OF LIABILITY.** The Client agrees to limit SANDOW's liability to the Client and all construction contractors and subcontractors on the project arising from the performance of this contract including professional acts, errors, or omissions such that the total aggregate liability of SANDOW to all those named shall not exceed \$25,000 or SANDOW's total fee for the services rendered on this project, whichever is less.
7. **INDEMNIFICATION.** The Client will defend, indemnify, and hold SANDOW harmless from and against any and all liability, losses, claims, costs, and expenses incurred by or asserted against SANDOW as a result of or in connection with any consents and authorizations to be obtained by the Client pursuant to Section 2 above, any negligent act of the Client, or 3rd party claim related to SANDOW diligent execution of work.
8. **FORCE MAJEURE.** Neither party shall be liable to the other party hereto for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; governmental laws; ordinances, rules, and regulations (whether valid or invalid and including, without limitation, priorities, requisitions, allocations, and price adjustment restrictions); inability to obtain power, material, equipment, or transportation; and any other similar or dissimilar contingency.
9. **CHANGE ORDERS.** The Client may, upon written notice to SANDOW, request SANDOW to make changes in the scope of the services. SANDOW shall thereupon use its best efforts to make such changes provided that if any requested changes cause an increase in the cost or time required of SANDOW's performance, the Client shall execute an agreement, in form and substance, satisfactory to SANDOW providing for an equitable adjustment in the compensation payable for the services and the time for their performance and delivery.
10. **COMPENSATION.** The Client will pay SANDOW for the services in the amounts and at the times and in the manner set forth in the proposal. SANDOW may bill in whole or in part as work is completed, and payments are due as stated in the proposal and item 11 below.
11. **PAYMENT TERMS.** SANDOW expects prompt payment for its services. Toward that end, payment terms are as follows: Net 10 days. An interest charge of 1.5 percent per month will be applied to all balances over 30 days old. If it is necessary to place an account for collection, the client agrees to reimburse SANDOW for all collection costs including attorney's fees, collection fees, interest, and court costs. Credit card payments are accepted up to a \$5,000.00 limit. For payments over this amount a 3.75% service fee will be applied.
12. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to SANDOW, at 3610 East Street, Landover, MD 20785; if to the Client, at the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be 'prime facie' evidence thereof.
13. **GOVERNING LAW.** The agreement between the parties and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the state of Maryland.

Sign to Acknowledge:

P. J. Thomas Mason

Date:

01/19/21

PROPOSAL



CLIENT INFORMATION

Company Kent County

Name Mr. James Wright

Project address 21349 Tolchester Beach Rd

City, State ZIP Chestertown, Maryland 21620

Phone 1-410-778-2600

Email Jwright@kentgov.org

CONTRACTOR INFORMATION

Company SanDow Construction, Inc.

Name Curt Thomas

Address 3610 East Street

City, State ZIP Landover, MD 20785

Phone 301-322-1446 (o) **202-359-2236 (m)**

Email curt@sandowconstruction.com

SCOPE OF WORK – REMOVAL OF ADDITIONAL ASBESTOS TRANSITE, TANK & PIPE INSULATION & DRYWALL

SanDow Construction, Inc. (SCI) will provide supervision, labor, material and equipment to remove additional asbestos material from the Rifle Range. We will remove a metal ceiling and 2 layers of asbestos containing drywall from above the metal ceiling.

Below is information regarding our charges for the additional scope of work.

These are our costs below:

Location	Area	Price \$
Rifle Range	Remove 2676 SF metal ceiling & 2 layers of drywall	\$ 20,970.00
	Total	\$ 20,970.00

- Will provide an experienced licensed asbestos supervisor and work crew.
- Will provide HEPA equipped negative air machine to filter the air.
- Will erect a decontamination chamber for entry and exit from work areas.
- We will spray encapsulant on all abated surfaces.
- We will dispose of all waste from this project to a legal EPA approved landfill.
- We will provide you with a waste manifest showing that your asbestos waste has been disposed of properly.
- We will provide you with a certificate of completion for abatement.

TERMS highlights: Our work schedule will be 7:00 am – 6:00 pm, Monday – Thursday.

Exclusions

This SOW does not include replacement of any abated material.

PRICE/Terms/Schedule

Our price for all the above referenced services will be: \$20,970.00. (Twenty-Thousand Nine Hundred Seventy Dollars.)

Curt Thomas

Submitted by Curt Thomas

1-08-21

Date

Prices are valid for 5 days.

P. Thomas Mason

Accepted

01/19/21

Terms and Conditions

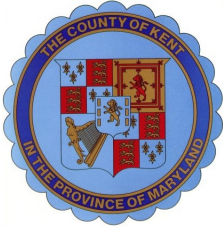
1. **OFFER.** This proposal constitutes an offer by SanDow Construction, Inc., (SANDOW) to perform the services for the Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by the Client, constitute the entire agreement of the parties. Offer is subject to credit approval.
2. **AUTHORIZATION AND ACCESS.** The Client shall provide SANDOW with all the necessary access to the area(s) in which the work is to be performed or from which samples to be tested are to be obtained. The Client warrants that it has obtained (or will obtain prior to performance of the services) all necessary permits, licenses, consents, and authorizations required in connection with the performance of services as outlined in the proposal.
3. **UTILITIES.** In the execution of its work, SANDOW will take reasonable precautions to avoid damage to structures or utilities. The Client agrees to hold SANDOW harmless for any damages to structures or delays, costs, injuries, or death associated with any structures that were not called to SANDOW's attention and correctly shown on any plans furnished.
4. **WARRANTIES.** SANDOW will perform the services in a competent, professional manner in accordance with the customary standards of performance of the industry. SANDOW does not represent or warrant to the Client that the services and/or reports delivered hereunder will achieve any results for the Client other than as expressly set forth in the proposal. Client recognizes that conditions may vary from those encountered at the location and recommendations of SANDOW's personnel are based solely on the information available to them. If equipment is supplied as part of this contract, client agrees that SANDOW will not be liable for any claims due to defective equipment manufacturing.
5. **RELATIONSHIP OF THE PARTIES.** In performing the services, SANDOW shall be acting in the capacity of an independent contractor to the Client, and nothing herein shall be deemed to create a partnership, agency, joint venture, or any other relationship between the parties.
6. **LIMITATION OF LIABILITY.** The Client agrees to limit SANDOW's liability to the Client and all construction contractors and subcontractors on the project arising from the performance of this contract including professional acts, errors, or omissions such that the total aggregate liability of SANDOW to all those named shall not exceed \$25,000 or SANDOW's total fee for the services rendered on this project, whichever is less.
7. **INDEMNIFICATION.** The Client will defend, indemnify, and hold SANDOW harmless from and against any and all liability, losses, claims, costs, and expenses incurred by or asserted against SANDOW as a result of or in connection with any consents and authorizations to be obtained by the Client pursuant to Section 2 above, any negligent act of the Client, or 3rd party claim related to SANDOW diligent execution of work.
8. **FORCE MAJEURE.** Neither party shall be liable to the other party hereto for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; governmental laws; ordinances, rules, and regulations (whether valid or invalid and including, without limitation, priorities, requisitions, allocations, and price adjustment restrictions); inability to obtain power, material, equipment, or transportation; and any other similar or dissimilar contingency.
9. **CHANGE ORDERS.** The Client may, upon written notice to SANDOW, request SANDOW to make changes in the scope of the services. SANDOW shall thereupon use its best efforts to make such changes provided that if any requested changes cause an increase in the cost or time required of SANDOW's performance, the Client shall execute an agreement, in form and substance, satisfactory to SANDOW providing for an equitable adjustment in the compensation payable for the services and the time for their performance and delivery.
10. **COMPENSATION.** The Client will pay SANDOW for the services in the amounts and at the times and in the manner set forth in the proposal. SANDOW may bill in whole or in part as work is completed, and payments are due as stated in the proposal and item 11. below.
11. **PAYMENT TERMS.** SANDOW expects prompt payment for its services. Toward that end, payment terms are as follows: Net 10 days. An interest charge of 1.5 percent per month will be applied to all balances over 30 days old. If it is necessary to place an account for collection, the client agrees to reimburse SANDOW for all collection costs including attorney's fees, collection fees, interest, and court costs. Credit card payments are accepted up to a \$5,000.00 limit. For payments over this amount a 3.75% service fee will be applied.
12. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to SANDOW, at 3610 East Street, Landover, MD 20785; if to the Client, at the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be 'prime facie' evidence thereof.
13. **GOVERNING LAW.** The agreement between the parties and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the state of Maryland.

Sign to Acknowledge:

P. J. Thomas Mason

Date:

01/19/21



**400 High Street
1/19/2021
County Commissioners Meeting**

Item Summary:

Cooling Tower Replacement Proposal

ATTACHMENTS:

Description

01.19.21 Contract, Johnson Controls Proposal, Cooling Tower Replacement at 400 High Street, Contract #030817



Proposal

Salisbury Wilmington Common Branch
812 FIRST STATE BLVD
WILMINGTON, DE 19804-3573
Phone: 302-996-0275
Fax: 302-323-9348

TO: Kent County Commissioners
Attn: Jim Wright
400 High Street
Chestertown, MD 21620

Date: January 7, 2021

Project: Kent County Cooling Tower
Replacement

Proposal Ref: 400 HIGH STREET

SOURCEWELL

CONTRACT # 030817

We propose to furnish the materials and/or perform the work described below for the net price of:
\$65,557.32

SIXTY-FIVE THOUSAND, FIVE HUNDRED FIFTY-SEVEN AND 32/100 DOLLARS

Reduce the impact on your annual budget by considering a Johnson Controls installment payment option, with a monthly payment as low as \$1,329.00/month for 60 months. Payment plans offered through Johnson Controls are an affordable way to improve your building, and allow you to devote more of your capital to your core mission. Ask your representative about monthly installments today!

For the above price this proposal includes:

New Phase:

- Replace qty-1 cooling tower. Tower Specifications attached.
- Tower equipped with the following options:
- Indeeco sump heater package
- Mechanical vibration switch
- Qty-4 new spring isolators
- qty-1 5hp NEMA 3R VFD with mechanical bypass and factory disconnect
- Provide all local permits necessary.
- Lock out /tag out all energy sources.
- Disconnect existing piping and wiring to old tower.
- Provide crane service to remove old tower and set new tower on existing steel base.
- Reconnect building condenser water piping to new tower.

- Reinstall existing control valves on new tower piping.
- Reconnect existing make up water piping to new tower.
- Furnish and install qty-1 new 5hp NEMA 3R VFD.
- Fabricate and connect all wiring between new VFD and tower.
- Re-insulate all condenser and make up water piping around tower.
- Perform Marley Factory start up on new tower.
- Provide controls integration for new Tower VFD.
- Provide all start up documentation.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: January 28, 2021

Kent County Commissioners

Name:

P. Thomas Mason

Title:

President

Date:

01/19/21

PO:

Johnson Controls, Inc.

David John Ficoturo

Name:

David John Ficoturo

Title:

Account Representative

Date:

Sourcewell 030817
Contract # _____

WWW.SOURCEWELL-
MN.GOV/COOPERATIVE-
PURCHASING/030817-JHN

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING && PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Thirty percent (30%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 30% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

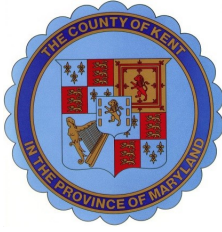
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Emergency Services, Lynch Building 1/19/2021 County Commissioners Meeting

Item Summary:

HVAC System Replacement

ATTACHMENTS:

Description

01.19.21 Contract, Johnson Controls Proposal, HVAC System Replacement at 911 Call Center Lynch Location, Contract #030817



Proposal

Salisbury Wilmington Common Branch
812 FIRST STATE BLVD
WILMINGTON, DE 19804-3573
Phone: 302-996-0275
Fax: 302-323-9348

TO: Kent County Commissioners
Attn: Jim Wright
709 Morgnec Rd.
Chestertown, MD.

Date: January 7, 2021

Project: Kent County 911 Call Center
HVAC Replacement

Proposal Ref: LYNCH BUILDING

SOURCEWELL

CONTRACT # 030817

We propose to furnish the materials and/or perform the work described below for the net price of:
\$24,182.77

TWENTY-FOUR THOUSAND, ONE HUNDRED EIGHTY-TWO AND 77/100 DOLLARS

Reduce the impact on your annual budget by considering a Johnson Controls installment payment option, with a monthly payment as low as \$490.00/month for 60 months. Payment plans offered through Johnson Controls are an affordable way to improve your building, and allow you to devote more of your capital to your core mission. Ask your representative about monthly installments today!

For the above price this proposal includes:

New Phase:

- Lynch 911 Building
- Furnish and install qty-2 Minisplit Heat Pump systems. Each system consists of qty-1 1.75 ton condensing unit and qty-2 .75 ton console AHU's.
- Units capable of 100% heat output to -13 deg F.
- Specifications attached.
- Lock out / tag out old system.
- Recover and dispose of refrigerant from old system per EPA standards.
- Furnish new fiberglass unit pads and set qty-2 new condensing units on each side of building.
- Mount qty-4 new console type AHU's. Locate in break room, each bedroom and office.
- Furnish and install line sets to each AHU. Insulate linesets.

- Furnish and install qty-1 condensate pump at each AHU.
- Furnish and install new control and power wiring to each condensing unit and AHU.
- Furnish and mount qty-4 new wall controllers.
- Start up and test system.
- Provide all start up and EPA documentation.
-

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Jan. 28, 2021

Kent County Commissioners

Name:

P. Thomas Mason

Title:

President

Date:

01/19/21

PO:

Johnson Controls, Inc.

Name:

David John Ficoturo
David John Ficoturo

Title:

Account Representative

Date:

David.john.ficoturo@jci.com

SOURCEWELL 030817
CONTRACT # _____

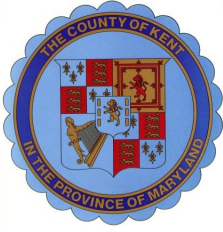
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MN.GOV/PURCHASING/030817-JHN

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
5. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
8. **SCHEDULE.** JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



**Public Works Complex
1/19/2021
County Commissioners Meeting**

Item Summary:

HVAC System Replacement

ATTACHMENTS:

Description

01.19.21 Contract, Johnson Controls Proposal, HVAC System Replacement at Public Works Complex,
Contract #030817



Proposal

Salisbury Wilmington Common Branch
812 FIRST STATE BLVD
WILMINGTON, DE 19804-3573
Phone: 302-996-0275
Fax: 302-323-9348

TO: Kent County Commissioners
Attn: Jim Wright
709 Morgnec Rd.
Chestertown, MD 21620

Date: January 7, 2021

Project: Kent County Public Works
Complex HVAC Replacement

Proposal Ref: Public Works Complex

SOURCEWELL

CONTRACT # 030817

We propose to furnish the materials and/or perform the work described below for the net price of:
\$46,790.31

FORTY-SIX THOUSAND, SEVEN HUNDRED NINETY AND 31/100 DOLLARS

Reduce the impact on your annual budget by considering a Johnson Controls installment payment option, with a monthly payment as low as \$949.00/month for 60 months. Payment plans offered through Johnson Controls are an affordable way to improve your building, and allow you to devote more of your capital to your core mission. Ask your representative about monthly installments today!

For the above price this proposal includes:

New Phase:

- Kent County Facilities Building
- Furnish and install qty-1 10 ton York Condensing unit, qty-1 AHU, and qty-1 propane fired duct heater.
- Specifications attached.
- Lock out / tag out old system.
- Recover and dispose of refrigerant from old system per EPA standards.
- Disconnect existing ductwork, piping, and wiring from old AHU's.
- Remove and dispose of old AHU's and condensing unit.
- Set new AHU and duct heater in mechanical room.
- Furnish, fabricate, and install new ductwork between existing building ductwork and new AHU

and Duct Heater.

- Furnish, fabricate, and install flue piping for new duct heater.
- Set new condensing unit on existing pad.
- Furnish and install new line set between condensing unit and AHU.
- Furnish and install qty-1 new NEMA3R disconnect for condensing unit.
- Connect all control wiring between AHU and condensing unit.
- Furnish and install qty-1 new electronic thermostat.
- Start up and test system.
- Provide all start up and EPA documentation.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

N/A

This proposal DOES NOT include:

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Jan. 28, 2021

Kent County Commissioners

Name: P. Thomas Mason
Title: President
Date: 01/19/21
PO: _____

Johnson Controls, Inc.

Name: David John Ficoturo
Title: Account Representative
Date: _____

SOURCEWELL 030817
CONTRACT # _____

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MN.GOV/COOPERATIVE-
PURCHASING/030817-JHN

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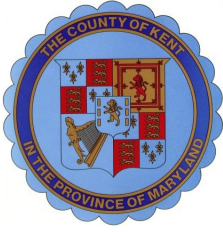
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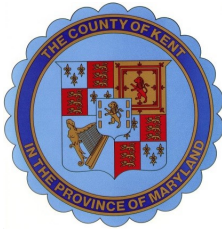
Bill Mackey, Director, Planning, Housing, and Zoning
1/19/2021
County Commissioners Meeting

Item Summary:

Members of Kent County's Zoning Board of Appeals are appointed by the Board of County Commissioners as the local legislative body. Per Maryland law, the Board of Appeals may consist of either three or five members, as well as one alternate member. In Kent County, the Board of Appeals has three members and one alternate. The terms of office for all members are three years.

ATTACHMENTS:

Description



Procedures for Public Comment 1/19/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

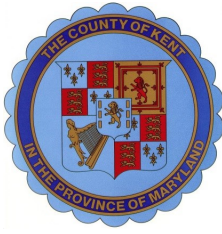
BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY PROCEDURES FOR PUBLIC COMMENT

In response to the State of Emergency due to COVID-19, and in lieu of public appearance, the meeting is being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

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

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

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



Contingency and Use of Fund Balance Report 1/19/2021 County Commissioners Meeting

ATTACHMENTS:

Description

Contingency and Use of Fund Balance Report

**FY21 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
December 15, 2020**

CONTINGENCY				
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION	
9/29/20	Capital Projects	\$ 17,750	Quaker Neck Public Landing Pier and Mooring	
10/6/20	Planning and Zoning	15,000	Task Force Support - Comprehensive Rezoning Update	
10/20/20	Commissioners Office	30,000	Workstations and items to complete security configuration	
10/27/20	Environmental Operations	16,600	Accrued penalties for effluent violations at Nicholson Landfill	
11/17/20	Detention Center	4,000	Control Panel System	
12/8/20	Capital Projects	65,900	Tuner's Creek Bulkhead & Boat Ramp Replacement	
TOTAL		<u>\$ 149,250</u>		
BEGINNING CONTINGENCY BUDGET		\$ 800,000		
ENDING CONTINGENCY BALANCE		<u>\$ 650,750</u>		
USE OF FUND BALANCE				
DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION	
09/08/2020	Alcoholic Beverage Inspector	\$ 11,732	Full-time equivalent hours increased from .50 to .70	
12/08/2020	Commissioner's Office	\$ 1,380	Maintenance on Hearing Room audio/visual equip	
TOTAL		<u>\$ 13,112</u>		
USE OF FUND BALANCE				
Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.				