



County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

ACTION ITEM

TO: Queen Anne's County Commissioners

FROM: Mike Clark, Chief of Housing & Family Services

RE: Housing Authority Requests Signature on Certification of Public Housing Authority (PHA) Plans Form

DATE: January 5, 2021

The Public Housing Authority (PHA) of Queen Anne's County has requested that the County Commission approve their 5-Year and Annual Plan. The 5-Year Plan describes the mission of the PHA, its long-term goals, and quantifiable objectives for achieving the mission. The Annual Plan provides details about the PHA's participants, programs and services, and its strategy for addressing operational concerns, residents' needs, programs, and services for the upcoming fiscal year. At the request of Todd Mohn, Housing Division staff completed the forms provided by the PHA.

The submission of these plans requires the PHA to obtain a form entitled "Certification by State or Local Official of PHA Plans." This form is a certification by Queen Anne's County that states that the PHA Plans are consistent with the Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the Consolidated Plan.

Attached is the Certification by State or Local Official of PHA Plans form for President Corchiarino's signature. This form has been completed by the Division of Housing and Community Services based on the information given by the Housing Authority of Queen Anne's County. I have requested Katya Lindsey, Executive Director of the Housing Authority, to be in attendance in order to answer any questions that may arise.

MOTION:

I move to sign the Certification by State or Local Official of PHA Plans form as described and recommended by the Department of Community Services -Housing Division.



**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Chris Corchiarino, the President of Commission for Queen Anne's County
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of Queen Anne's County

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

Queen Anne's County, Maryland, Board of County Commissioners

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The Annual Plan for the Housing Authority of Queen Anne's County is consistent with the Queen Anne's
County Consolidated plan in that they strive to expand the supply of affordable housing, improve the quality
of affordable housing and promote equal opportunity in housing for all.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Chris Corchiarino

Signature

Title

President

Date

PHA 5-Year and Annual Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires 4/30/2011

1.0	PHA Information PHA Name: <u>Housing Authority of Queen Anne's County</u> PHA Code: <u>MD034</u> PHA Type: <input checked="" type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>7/2020</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>0</u> Number of HCV units: <u>140</u>				
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH HCV
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA's jurisdiction for the next five years. Our mission is to provide a broad range of housing related services to assist residents of Queen Anne's County to acquire and maintain decent, safe and affordable housing.				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <ul style="list-style-type: none"> • Acquire new land and build new units on land that has been acquired. • Apply for additional rental vouchers, Foster Youth Initiative, V ASH, etc. • Reduce vacancy rate for rental units that were part of the Voluntary conversion. • Update and implement policies to ensure the PHA • Implement training for Personal Development of staff • Continue to improve relationships with local officials and build relationships with community-based agencies. • Implement No Smoking Policy • Continue to seek grants and opportunities to provide additional funding for the PHA • Find resources that can assist residents <p><u>Previous 5 Years</u></p> <ul style="list-style-type: none"> • PHA acquired land but has not built new units on the land. • PHA completed the voluntary conversion of Public Housing units. • Implementation of the "Little Free Library" has been completed. • PHA applied and received V ASH vouchers. 				

6.0	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>(a) Assistance Animal Policy</p> <p>(b) The plan is available at the Housing Authority Administrative Office, 205 E. Water St., Ste. 100, Centreville, MD 21617</p> <p>Violence Against Women Act (VAWA). The Violence Against Women Reauthorization Act (VAWA) of 2013 (Public Law 113-4, 127, Stat. 54), Title VI, entitled "Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking," added some rights to residents living in properties that are part of Assisted Housing Programs (42 U.S.C. 14043e et seq.). The protections of VAWA apply to both male and female residents of Assisted Housing Programs, and affiliated individuals of the Resident who are victims or threatened victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity, sexual orientation or age. VAWA protections are consistent with HUD's nondiscrimination and equal opportunity requirements and cannot be discriminated against on the basis of any protected characteristics including race, color, religion, sex, disability, familial status, national or ethnic origin, or age and available to otherwise eligible individuals or families without regard to actual or perceived sexual orientation, gender identity or marital status.</p> <p>HAQAC is acting in full accordance with the Violence Against Women Act. HAQAC will revise their written VAWA plan to ensure physical safety of victims of actual or threatened domestic violence or stalking who are assisted by the HAQAC.</p> <p>HAQAC provide the certification of Domestic Violence, Dating violence, Sexual Assault, or stalking to each applicant and participant household at the time of admissions, denial of admission</p> <p>HAQAC does not determine eligibility on criminal activity relating to an applicant or participant who is a victim under the VAWA law. A current resident who is a victim of VAWA can move if they request, under the VAWA law and MHA policy. VAWA information from applicants or residents is kept safe and is confidential</p>
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable</i></p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>
8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>

9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <ul style="list-style-type: none"> • Shortage of affordable housing units in Queen Anne's County • One-bedroom units in the area for singles participants (HCV) • Shortage of one-bedroom units for singles household • First floor units for disable and elderly participants (HCV) • Limited availability of sites for affordable housing • Ability to recruit and maintain landlords • Limited income to afford rents
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9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <ul style="list-style-type: none"> • Reduce vacancies over all properties • Partnering with developers to bring more affordable housing to area. • Apply for additional vouchers when applicable ex: Foster Youth Initiative Program • Provide security camera in high crime areas and other properties • Implement/Update policies and procedures • Continue to support tenant/resident council to enhance or communities • Continue to maintain screening practices to ensure that applicants meet the criteria for admission to reduce criminal activity in our communities • Build a partnership with the local police department to assure the safety of our residents • <u>Networking with City officials to address safety issues in our developments</u>
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10.0	<p>Additional Information Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. The Housing Authority works everyday to ensure we a meeting our mission. The goals that have been set will help this agency assist families that need affordable housing.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification". A change or changes to the 5 year goals or objectives that are substantial but so not rise to the level of "significant amendment" (such as a modification or elimination of a specific objective or minor program while retaining the overall strategic goal and accomplishing it through other objectives.</p> <p>Substantial Deviation/Modification A change or changes to the 5-year goals or objectives that are substantial but so not rise to the level of "significant amendment (such as a modification or elimination of a specific objective or minor program while retaining the overall strategic goal and accomplishing it through other objectives. "significant amendment" to its 5 year plan and/or Annual Plan is a change in policy that significantly and materially alters HIAQAC's stated mission, goals, objectives, and activities as stated in the Plan unless they are adopted to reflect changes in HUD regulations or requirements. If a change is considered significant amendment to the 5 Year Plan and/or Annual Plan, it must undergo a public process that includes public notice and public comment period; a public hearing, and approval by HIAQAC Board of Commissioners and submission and approval by HUD.</p>
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- 11.0** Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.
- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights)
 - (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only)
 - (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only)
 - (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)
 - (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only)
 - (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations
 - (g) Challenged Elements
 - (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only)
 - (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)
- (f) No comments have been received from the Resident Advisory Board



DISTRICT OFFICE
211 E. Water Street
Centreville, MD 21617
410-758-3136

DISTRICT SHOP
3002 Church Hill Road
Centreville, MD 21617
410-758-1694

ACTION ITEM

TO: COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR – Todd Mohn

FROM: Donna K. Landis-Smith
Soil Conservation Aide/Land Preservation 

RE: Maryland Agricultural Land Preservation Foundation (MALPF)
State Matching Funds Program – letter of intent to participate

DATE: January 12, 2020

Queen Anne's County has been a participant in the MALPF program since 1975. As part of the Matching Funds Program the Maryland Department of Agriculture requires the County to fund a portion of the upcoming easement acquisitions.

A letter of **intent** to participate is due to the MALPF Executive Director by January 1, 2020. Funds utilized by the County are derived from the agricultural transfer tax and have been dedicated towards Land Preservation easement acquisitions.

If you have any questions concerning the letter of intent to participate I can be reached at 443-988-4178 or by email at donna.landissmith@md.nacdnet.net

MOTION: I MAKE A MOTION TO APPROVE THE LETTER OF INTENT TO PARTICIPATE IN THE MALPF MATCHING FUNDS PROGRAM



**Queen
Anne's
County**

**THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY**

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@qac.org

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

County Administrator: Todd Mohn
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire

January 12, 2021

Michelle Cable – Executive Director
 Maryland Agricultural Land Preservation Foundation
 50 Harry S. Truman Parkway
 Annapolis, MD 21401

Dear Ms. Cable:

Consider this letter as confirmation that Queen Anne's County will be participating in the FY21 MALPF Matching Funds Program. All of the funds that will be utilized have been derived from the Agricultural Transfer Tax which is dedicated to land preservation.

After review of identified funds, the Queen Anne's County Board of County Commissioners will advise MALPF of the amount of matching funds.

If you have any additional questions, contact the Finance Office at 410-758-4064 or Donna K. Landis-Smith at 443-988-4178.

Sincerely,

QUEEN ANNE'S COUNTY BOARD OF COUNTY COMMISSIONERS

Christopher M. Corchiarino, President

Philip L. Dumenil

James J. Moran

Jack N. Wilson, Jr.

Stephen Wilson

DEPARTMENT OF COMMUNITY SERVICES



Queen Anne's County

Area Agency on Aging
104 Powell St
Centreville, MD 21617

Telephone: (410) 758-0848
Fax: (410) 758-4489
TDD: (410) 758-2126
E-mail: agingadmin@qac.org

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

Catherine Riggs Willis, LMSW, Director

DATE: January 5, 2021

TO: Q.A. County Commissioners

ACTION ITEM

FROM: Cathy Willis 

RE: Title VI, 2021-2023 Implementation Plan of the Civil Rights Act of 1964

Attached you will find the Title VI, 2021-2023 Implementation Plan of the Civil Rights Act of 1964 for Queen Anne's County/County Ride. By signing QAC Resolution 21-01 at the end will meet the requirement of the FTA Circular 4702. 1B. Once adopted, this plan will be included in the FY2022 Annual Transportation Plan and Grant Request for the Queen Anne's County/County Ride Program.

Please let me know if you have any questions or concerns. Thank you for your assistance with the execution of these documents. Those individuals depending on transit services in Queen Anne's County for life saving dialysis treatment, medical appointments and transportation to and from work appreciate your support of our services.

Requested Action:

We, the Queen Anne's County Commissioners do hereby accept the Title VI, 2021-2023 Implementation Plan of the Civil Rights Act of 1964 by signing Resolution 21-01 to be included in the FY2022 Annual Transportation Plan and Grant Request for the Queen Anne's County/County Ride Program.

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Title VI Implementation Plan

Title VI of the Civil Rights Act of 1964

Queen Anne's County/County Ride

FY 2021-2023



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1. INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all program and activities of Federal-aid recipients, sub-recipients, and contractors whether those programs and activities are federally funded or not.

Recently, the Federal Transit Administration (FTA) has placed renewed emphasis on Title VI issues, including environmental justice in the transportation planning and programming, and providing meaningful access to persons with Limited English Proficiency.

Recipients of public transportation funding from FTA and the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) are required to develop policies, programs, and practices that ensure that federal and state transit dollars are used in a manner that is nondiscriminatory as required under Title VI.

This document details how Queen Anne's County/County Ride incorporates nondiscrimination policies and practices in providing services to the public.

II. OVERVIEW OF SERVICES

Queen Anne's County provides Deviated-Fixed route service and specialized demand response services to those who are not able to utilize the public fixed routes either by disability or geography.

SSTAP funding is used for the Demand Response Service. It takes passengers to medical, shopping, business, recreational, and general appointments using scheduled drivers and small vehicles, many of them lift equipped. Furthermore, specialized services and routes for dialysis patients are coordinated with renal care centers in Easton and Chestertown.

5311 funding provides Deviated Fixed Route Service on the three routes. Route 2 begins at 7:30am and ends at 4:37pm. The route serves as our main in-county public bus route. It originates in Centreville then links Queenstown, Grasonville, Chester, and Kent Island. Route 1 Overflow AM originating in Kent Island at 7:10am then serves and provides access to Easton and then back into Queen Anne's County at Grasonville. The PM Overflow originates in Grasonville at 2:07pm and offers service into Easton then returns to QAC via Grasonville, Chester, and Kent Island. Route 1 Easton Shuttle service route originates in Centreville at 6:45am, follows the Route 2 circuit to Kent Island then provides service back to Grasonville then onto Easton in the am and later in the afternoon. Grasonville serves as a transfer point for Routes 1 and 2. Route 2 shuttles riders to Grasonville that want to access Chesapeake College and Easton from points past Grasonville to the Bay Bridge/Kent Island. Route 3 offers service from Centreville, Queenstown, Grasonville, and Kent Island into Annapolis with connection in am and pm to downtown Annapolis at Church Circle and in the midday connection to the Anne Arundel Medical Center and the Annapolis Mall.

Deviated-Fixed Routes serve shopping centers, senior centers, medical centers, businesses, Chesapeake College, and many other residential areas. All routes are available for use by the general public and all routes charge a \$3.00 one-way fare for the general public and \$1.50 for seniors (60+) and disabled. Monthly passes and ticket books can also be purchased. Passengers are encouraged to schedule medical trips around these routes as well to relieve the stress on the SSTAP program.

County Ride is the public transit system for Queen Anne's County. The County Ride team is committed to assisting and increasing the transportation and mobility options of our county residents. Our staff will provide quality transit services to the general public and specialized services for seniors and persons with disabilities who are unable to use the fixed-route public system.

Public Deviated Fixed Routes

Route 1- The service is provided from Centreville, Grasonville, Queenstown, Stevensville, and Wye Mills into the Town of Easton in Talbot County. Route 1 operates Monday through Friday 6:45am to 4:22pm.

Route 2- Serves Centreville, Stevensville, Grasonville, and Chester. Route 2 operates Monday through Friday 7:30am to 4:37pm.

Route 3 - The service is from Centreville, Queenstown, Stevensville to Annapolis. Route stops at Church Circle, Anne Arundel Medical Center, and Annapolis Mall. Route 3 operates Monday through Friday 6:30am to 4:45pm.

Routes 1, 2 & 3 Fares	
General Public:	\$3.00 one way
Seniors and Disabled:	\$1.50 one way
All day pass:	\$5.00
Monthly Pass:	\$80.00 General Public \$35.00 Seniors/Disabled \$40.00 Students

Free transfers available to complete a one-way trip.

Specialized Services / Demand Response 410-758-2357 or 410-758-2361

Specialized Service operates Monday through Friday from 6:00am to 4:00pm. Eligibility required, please call ahead no less than 48 hours to schedule a trip.

Curb-to-curb demand response service for general public, seniors and persons with disabilities for those not able to access public routes.

Special Service Fees - - Mileages over 50 miles may require approval.

Up to 25 miles Round Trip:	\$5.00 General Public	\$2.50 Seniors/Disabled
26-50 Miles Round Trip:	\$10.00 General Public	\$5.00 Seniors/Disabled
Over 50 Miles Round Trip:	\$20.00 General Public	\$10.00 Senior/Disabled

III. POLICY STATEMENT AND AUTHORITIES

Title VI Policy Statement

Queen Anne's County/County Ride is committed to ensuring that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not.

Queen Anne's County's Title VI Manager is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) Part 200, and Title 49 CFR Part 21.

Beverly Churchill

1/5/2021

Signature of Authorizing Official

Date

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (refer to 49 CFR Part 21). The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not.

Additional authorities and citations include: Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d); Federal Transit Laws, as amended (49 U.S.C. Chapter 53 et seq.); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601, et seq.); Department of Justice regulation, 28 CFR part 42, Subpart F, "Coordination of Enforcement of Nondiscrimination in Federally-Assisted Programs" (December 1, 1976, unless otherwise noted); U.S. DOT regulation, 49 CFR part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964" (June 18, 1970, unless otherwise noted); Joint FTA/Federal Highway Administration (FHWA) regulation, 23 CFR part 771, "Environmental Impact and Related Procedures" (August 28, 1987); Joint FTA/FHWA regulation, 23 CFR part 450 and 49 CFR part 613, "Planning Assistance and Standards," (October 28, 1993, unless otherwise noted); U.S. DOT Order 5610.2, "U.S. DOT Order on Environmental Justice to Address Environmental Justice in Minority Populations and Low-Income Populations," (April 15, 1997); U.S. DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons, (December 14, 2005), and Section 12 of FTA's Master Agreement, FTA MA 13 (October 1, 2006).

Annual Nondiscrimination Assurance to MTA

As part of the Certifications and Assurances submitted each year to the MDOT MTA with the Annual Transportation Plan (ATP, the public transportation grant application) and all Federal Transit Administration grants submitted to the MDOT MTA, Queen Anne's County/County Ride submits a Nondiscrimination Assurance which addresses compliance with Title VI as well as nondiscrimination in hiring (EEO) and contracting (DBE), and nondiscrimination on the basis of disability (ADA).

The assurance for FY's 2021-2022 is attached as Appendix H_. In signing and submitting this assurance, Queen Anne's County/County Ride confirms to MDOT MTA the agency's commitment to nondiscrimination and compliance with federal and state requirements.

IV. ORGANIZATION

Under the authority of the Queen Anne's County's Director of Human Resources is responsible for ensuring implementation of the agency's Title VI program. Title VI program elements are interrelated, and responsibilities may overlap. The specific areas of responsibility have been delineated below for purposes of clarity.

The Title VI Manager and staff are responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, and internal education.

Note that Grantees that provide service to geographic areas with a population of 200,000 or greater (under 49 U.S.C. 5307) have additional program-specific requirements which are included in this model.

- The Title VI Manager and Transit Administrator are responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, and internal education. Those responsible for overall administration coordinate with those responsible for public outreach and involvement and service planning and delivery.
- Transit Administrator is responsible for public outreach and involvement. This includes development and implementation of the Limited English Proficiency (LEP) plan. Those responsible for this area also coordinate with those who are responsible for service planning and delivery.
- Transit Administrator is responsible for service planning and delivery. This includes analysis of current services, analysis of proposed service and fare changes, and environmental justice. Those responsible for this area also coordinate with those who are responsible for service planning and delivery. The Transit Administrator is also responsible to ensure EEO, DBE, ADA compliance.

V. OVERALL TITLE VI PROGRAM RESPONSIBILITIES

Following are general Title VI responsibilities of the agency. The Title VI Manager is responsible for substantiating that these elements of the plan are appropriately implemented and maintained, and for coordinating with those responsible for public outreach and involvement and service planning and delivery.

1. Data collection

To ensure that Title VI reporting requirements are met, Queen Anne's County/County Ride will maintain:

- A database or log of Title VI complaints received. The investigation of and response to each complaint is tracked within the database or log.

2. Annual Report and Updates

As a subrecipient providing service in a rural and small urban area, Queen Anne's County/County Ride is required to notify MDOT MTA immediately when a Title VI complaint has been received. Queen Anne's County/County Ride is also required to submit a report that documents any Title VI complaints on a quarterly basis as part of their quarterly Request for Reimbursement and an annual report to the MDOT MTA that documents any Title VI complaints received during the preceding 12 months, as well as a summary of the public outreach and involvement activities undertaken to ensure that minority and low-income people had a meaningful access to these activities.

The reporting form for the FY's 2021-2022 ATP is attached as Appendix B.

Further, Queen Anne's County/County Ride submits to MDOT MTA updates to any of the following items since the previous submission, or a statement to the effect that these items have not been changed since the previous submission, indicating date.

- A copy of any compliance review report for reviews conducted in the last three (3) years, along with the purpose or reason for the review, the name of the organization that performed the review, a summary of findings and recommendations, and a report on the status or disposition of the findings and recommendations
- Queen Anne's County's Limited English Proficiency (LEP) plan
- Queen Anne's County's procedures for tracking and investigating Title VI complaints
- A list of Title VI investigations, complaints or lawsuits filed with the Queen Anne's County's since the last submission
- A copy of Queen Anne's County's agency's notice to the public that it complies with Title VI and instructions on how to file a discrimination complaint.
- The annual Title VI report and updates are submitted to the MDOT MTA each year as part of the Annual Transportation Plan (ATP), or grant application submission.

3. Annual review of Title VI program

Each year, in preparing for the Annual Report and Updates, the Title VI Manager and Liaison(s) will review the agency's Title VI program to assure implementation of the Title VI plan. Additionally, they will review

agency operational guidelines and publications, including those for contractors, to verify that Title VI language and provisions are incorporated, as appropriate.

4. Dissemination of information related to the Title VI program

Information on Queen Anne's County's Title VI program is to be disseminated to agency employees, contractors, and beneficiaries, as well as to the public, as described in the "public outreach and involvement" section of this document, and in other languages when needed according to the LEP plan as well as federal and State laws/regulations.

5. Resolution of complaints

Any individual may exercise his or her right to file a complaint with Queen Anne's County/County Ride if that person believes that s/he or any other program beneficiaries have been subjected to unequal treatment or discrimination in the receipt of benefits/services or prohibited by non-discrimination requirements. Queen Anne's County/County Ride will report the complaint to MDOT MTA within three (3) business days (per MDOT MTA requirements), and make a concerted effort to resolve complaints locally, using the agency's Nondiscrimination Complaint Procedures, as described in Appendix C. All Title VI complaints and their resolution will be logged as described under "Data collection" and reported annually (in addition to immediately) to MDOT MTA.

6. Written policies and procedures

Queen Anne's County's Title VI policies and procedures are documented in this plan and its appendices and attachments. This plan will be updated periodically to incorporate changes and additional responsibilities that arise. During item 3 above (annual Title VI review), the Title VI Manager will determine whether an update is needed.

7. Internal education

Queen Anne's County's employees will receive training on Title VI policies and procedures upon hiring, upon promotion and on an annual basis. This training will include requirements of Title VI, Queen Anne's County's obligations under Title VI (LEP requirement included), required data that must be gathered and maintained and how it relates to the Annual Report and Update to MDOT MTA, and any findings and recommendations from the last MDOT MTA compliance review.

In addition, training will be provided when any Title VI-related policies or procedures change (agency-wide training), or when appropriate in resolving a complaint (which may be for a specific individual or for the entire agency, depending on the complaint).

Title VI training is the responsibility of the Transit Administrator

8. Title VI clauses in contracts

In all procurements using a Purchase Order (PO) and/or requiring a written contract, Queen Anne's County's contract will include the non-discrimination clauses attached as Appendix J. The Title VI Manager will work with the procurement Manager.

Responsibilities of the Title VI Manager

The Title VI Manager is responsible for supervising the designees with Title VI responsibilities in implementing, monitoring, and reporting on Queen Anne's County's compliance with Title VI regulations. In support of this, the Title VI Manager will:

- Identify, investigate, and eliminate discrimination when found to exist.
- Process Title VI complaints received by Queen Anne's County's, in accordance with the agency's Nondiscrimination Complaint Procedures (attached as Appendix A).
- Meet with the Director of Community Services and/or the Title VI Administrator periodically to monitor and discuss progress, implementation, and compliance issues.
- Periodically review the agency's Title VI program to assess if administrative procedures are effective, staffing is appropriate, and adequate resources are available to ensure compliance.
- Work with other staff assigned with Title VI responsibilities, including public outreach & involvement and service planning and delivery to develop and submit the Annual Title VI Report and Update submitted to the MDOT MTA as part of the ATP to the MDOT MTA.
- Review the Annual Title VI Report and Update to determine the effectiveness of the Title VI program and related efforts.
- Review contract documents to ensure Title VI assurance language is included.
- If Queen Anne's County/County Ride receives a Title VI complaint about a contractor, work with the appropriate contract oversight staff and contractor to resolve the complaint and write a remedial action if necessary.
- Review important Title VI related issues with the Human Resources Director, as needed.

Assess communications and public involvement strategies to ensure adequate participation of impacted Title VI protected groups and address additional language needs when needed according to the agency's LEP plan and federal and State laws/regulations.

VI. PUBLIC OUTREACH AND INVOLVEMENT

Public outreach and involvement apply to and affects Queen Anne's County's mission and work program, particularly agency efforts and responsibilities related to Queen Anne's County's service planning. The overall goal of Queen Anne's County's public outreach and involvement policy is to secure early and continuous public notification about, and participation in, major actions and decisions by Queen Anne's County. In seeking public comment and review, Queen Anne's County/County Ride makes a concerted effort to reach all segments of the population, including people from minority and low-income communities, and organizations representing these and other protected classes. Queen Anne's County/County Ride utilizes a broad range of public outreach information and involvement opportunities, including a process for written comments, public meetings after effective notice, settings for open discussion, information services, and consideration of and response to public comments.

Procedures for notifying the public of Title VI rights and how to file a complaint

Queen Anne's County includes the following language on all printed information materials, on the agency's website, in press releases, in public notices, in published documents, and on posters on the interior of each vehicle operated in passenger service:

- The Queen Anne's County/County Ride is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services based on race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964.
- For additional information on Queen Anne's County's nondiscrimination policies and procedures, please visit the website at WWW.QAC.ORG or contact Beverly Churchill at Liberty Building, Centreville, MD 21617

If you believe you have been subjected to discrimination under Title VI based on your race, color, national origin, or any aspect of this policy, you may file a complaint up to 180 days from the date of the alleged discrimination.

The complaint should include the following information:

Your name, address, and how to contact you (i.e., telephone number, email address, etc.)

how, when, where, and why you believe you were discriminated against.

The location, names and contact information of any witnesses.

The complaint may be filed in writing to:

Title:	County Ride, Transit Administrator
Address:	312 Safety Drive
City, State Zip code:	Centreville, MD 21617
Telephone Number:	410-758-2357
Email address:	transportation@qac.org

Procedures for handling and recording Title VI investigations/complaints/lawsuits

Procedures for handling and recording Title VI complaints are attached Listed below.

Should any Title VI investigations be initiated by FTA or MDOT MTA, or any Title VI lawsuits be filed against Queen Anne's County, the agency will follow these procedures:

Procedures

Any individual, group of individuals or entity that believes they have been subjected to discrimination based on race, color, or national origin may file a written complaint with the Title VI Manager.

The complaint is to be filed in the following manner:

A formal complaint must be filed within 180 calendar days of the alleged occurrence.

The complaint should include:

the complainant's name, address, and contact information (i.e., telephone number, email address, etc.) the date(s) of the alleged act of discrimination (if multiple days, include the date when the complainant(s) became aware of the alleged discrimination and the date on which the alleged discrimination was discontinued or the latest instance)

a description of the alleged act of discrimination

the location(s) of the alleged act of discrimination (include vehicle number if appropriate)

an explanation of why the complainant believes the act to have been discriminatory based on race, color, and national origin

if known, the names and/or job titles of those individuals perceived as parties in the incident

contact information for any witnesses

indication of any related complaint activity (i.e., was the complaint also submitted to MTA or FTA?)

The complaint shall be submitted to the Title VI Manager at 104 Powell St., Centreville, MD 21617 and or transportation@qac.org.

In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Title VI Manager.

Upon receipt of the complaint, the Title VI Manager will immediately notify MTA (no later than 3 business days from receipt), notify County Ride Authorizing Official and ensure that the complaint is entered in the complaint database.

Within 3 business days of receipt of the complaint, the Title VI Manager will contact the complainant by telephone to set up an interview.

The complainant will be informed that they have a right to have a witness or representative present during the interview and can submit any documentation he/she perceives as relevant to proving his/her complaint.

If MTA has assigned staff to assist with the investigation, the Title VI Manager will offer an opportunity to participate in the interview.

The alleged discriminatory service or program official will be given the opportunity to respond to all aspects of the complainant's allegations.

The Title VI Manager will determine, based on relevancy or duplication of evidence, which witnesses will be contacted and questioned.

The investigation may also include:

investigating contractor operating records, policies, or procedures

reviewing routes, schedules, and fare policies

reviewing operating policies and procedures

reviewing scheduling and dispatch records

observing behavior of the individual whose actions were cited in the complaint.

All steps taken and findings in the investigation will be documented in writing and included in the complaint file.

The Title VI Manager will contact the complainant after the investigation (but prior to writing the final report) and give the complainant an opportunity to give a rebuttal statement at the end of the investigation process.

After the investigation and within 60 days of the interview with the complainant, the Title VI Manager will prepare a report that includes a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition. This report will be provided to the Authorizing Official, the MTA, and if appropriate our legal counsel.

The Title VI Manager will send a letter to the complainant notifying them of the outcome of the investigation. If the complaint was substantiated, the letter will indicate the course of action that will be followed to correct the situation. If the complaint is determined to be unfounded, the letter will explain the reasoning, and refer the complainant to MTA in the event the complainant wishes to appeal the determination. This letter will be copied to MTA.

A complaint may be dismissed for the following reasons:

the complainant requests the withdrawal of the complaint

an interview cannot be scheduled with the complainant after reasonable attempts

The complainant fails to respond to repeated requests for additional information needed to process the complaint

Strategies for Informing and Engaging Individuals with Limited English Proficiency (LEP)

LEP is a term that defines any individual not proficient in the use of the English language. The establishment and operation of an LEP program meets objectives set forth in Title VI of the Civil Rights Act and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP). This Executive Order requires federal agencies receiving financial assistance to address the needs of non-English speaking persons. The Executive Order also establishes compliance standards to ensure that the programs and activities that are provided by a transportation provider in English are accessible to LEP communities. This includes providing meaningful access to individuals who are limited in their use of English.

As required by MTA, Queen Anne's County/County Ride developed a written LEP Plan, included as Appendix F.

MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES

Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program."

County Ride has transit-related, non-elected advisory council, the membership of which we select.

County Ride in partnership with Maryland Access Point (MAP) has membership guidelines.

MEMBERSHIP

Section 1. The membership of this organization shall be Active and Advisory

Section 2. The Active Membership shall consist of up to seven (7) members representing a cross-section of the racial, economic and geographic distribution of citizens within the County, as applicable. All active members must be at least 18 years of age. Every effort shall be made in recruitment to have membership matching most current census data for the County.

Section 3. The Advisory Membership shall be open to anyone who is directly, by profession, is involved in providing services to county residents who avail themselves of transit services either by need or choice.

Using 2010 Census data, Queen Anne's County/County Ride will evaluate data to determine the extent of need for translation services of its vital documents and materials.

Providing Notice to LEP Persons

LEP persons are notified of the availability of language assistance through the following approaches:

following our Title VI policy statement included on our vital documents.

on our MUST website

through signs posted on our vehicles and in our customer service and administrative offices.

through ongoing outreach efforts to community organizations, schools, and religious organizations.

staffing a table with bilingual staff at community service events of interest to LEP groups.

LEP persons will also be included in all community outreach efforts related to service and fare changes

*Note: A Sample Plan for Serving Persons with Limited English Proficiency (LEP) is included at the end of this document. It should be APPENDIX E.

VI. PUBLIC OUTREACH AND INVOLVEMENT ACTIVITIES

Due to a very small local LEP population, County Ride has the following procedures in place.

Translation resources are also very limited in our area. When and if the need arises for LEP outreach, County Ride may utilize one or a combination of the following options.

County Ride will do the following:

- Scheduling meetings at time, dates and locations that are convenient and accessible for the Minorities and LEP communities.
- Employing different meeting sizes and formats.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations could also include audio programming available on podcasts.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments, periodic community surveys.

Queen Anne's County/County Ride takes the following steps to ensure that minority, low-income, and LEP members of the community have meaningful access to public outreach and involvement activities, including those conducted as part of the planning process for proposed changes in services, fares, and facilities development.

Publishing public notices within local newspapers of general circulation as well as those targeted as minority and LEP persons and www.qac.org.

Summary of Outreach Efforts

Due to a very small local LEP population, County Ride has the following procedures in place.

Translation resources are also very limited in our area. When and if the need arises for LEP outreach, County Ride may utilize one or a combination of the following options.

Public notices are issued to:

- announce opportunity to participate or provide input in planning for service changes, fare changes, new services, and new or improved facilities (early in the process)
- announce the formal comment period on proposed major service reductions and fare increases with instructions for submitting comments including a public hearing (or opportunity for a public hearing with instructions for requesting a hearing if this is the LOTS' local policy) (at the end of the planning process) [required]
- announce impending service and fare changes (after plan has been finalized) [required] announce intent to apply for public transit funding from MDOT MTA, and to announce the formal comment period on the proposed program of projects, with a public hearing (or opportunity for one) (annually in advance of submitting the ATP) [required]

- Posting public notices as described above at major passenger/public facilities and in all vehicles.
- Sending news releases to news media (newspapers, radio, television, web media) of general interest as well as those targeted at minority and LEP persons, as well as community-based organizations that serve persons protected under Title VI and which publish newsletters. [Summary of Outreach Efforts]
- Conducting in-person outreach upon request at public meetings, community-based organizations, human service organizations which assist low income and LEP persons, places of worship, service organization meetings, cultural centers, and other places and events that reach out to persons protected under Title VI. The availability of Queen Anne's County/County Ride staff for such speaking engagements is posted on the agency's website.
- Conducting public hearings at locations and meeting times that are accessible by public transit.
- Conducting periodic annual customer satisfaction surveys which are distributed to passengers on vehicles.
- Agency staff who answer calls from the public respond to LEP customers as follows: try to get as much information as possible, gather contact information and then alert bilingual employee to follow up with caller.

The above activities are the responsibility of Transit Administrator.

Queen Anne's County/County Ride will follow its adopted written policy for the public comment process for major service reductions and fare increases.

County Ride follows its adopted written policy for the public comment process for major service reductions and fare increases. With each proposed service or fare change, County Ride considers the relative impacts on, and benefits to, minority and low-income populations, including LEP populations. All planning efforts for changes to existing services or fares, as well as new services, have a goal of providing equitable service

Recordkeeping on Public Outreach and Involvement Activities

To support the development of the Title VI Annual Report and update to the MDOT MTA, maintain the following records related to public outreach and involvement:

Paper files with copies of materials published or distributed for each planning project and service/fare change, as well as all news releases, public service announcements, surveys, and written summaries of in-person outreach events.

A log/database of public outreach and involvement activities, including dates, planning project or service/fare change supported (if applicable), type of activity, LEP assistance requested/provided, target audience, number of participants, and location of documentation within paper files.

Maintenance of these records is the responsibility of Transit Administrator.

VII. ENVIRONMENTAL JUSTICE (FOR ALL CONSTRUCTION PROJECTS)

For new construction and major rehabilitation or renovation projects where National Environmental Policy Act (NEPA) documentation is required, Queen Anne's County/County Ride will integrate an environmental justice analysis into the NEPA documentation for submission to MDOT MTA. (please seek guidance from MDOT MTA as to whether an Environmental analysis is required)

The environmental justice analysis includes:

- An identification of the low-income and minority communities within the study area affected by the project, and a discussion of the method used to identify this population (e.g., analysis of Census data, minority business directories, direct observation, a public involvements process, etc.).
- For each of the identified low income or minority communities, a discussion of the adverse impacts of the project, both during and after its construction, such as:
 - Adverse effects on community cohesion or economic vitality by dividing or fracturing the community,
 - The isolation, exclusion, or separation of the community from the broader community,
 - Destruction or disruption of the availability of public and private facilities and services,
 - A change in employment opportunities,
 - Increased traffic in a residential area or decreased parking availability in a commercial area,
 - Air pollution, noise, vibration, change in storm water levels or flows, disturbance of contaminated soil or groundwater,
 - Disruption or destruction of man-made or natural resources such as parks, or Native American traditional cultural places,
 - Destruction or diminution of aesthetic or historic value, and
 - The cumulative effects of the above on the community.
- For each of the identified low income or minority communities, a discussion of all positive impacts such as an improvement in transit service, mobility, or accessibility.
- A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse impacts, including, but not limited to any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act, to address adverse community impacts such as separation or cohesion issues and the replacement of the community resource destroyed by the project.
- A discussion of the remaining impacts, if any, and why further mitigation is not proposed.
- A comparison of mitigation and environmental enhancement actions implemented in conjunction with the project and affecting predominantly low-income and minority neighborhoods with mitigation implemented in conjunction with similar construction, renovation, or rehabilitation projects located in predominantly non-minority or non-low-income neighborhoods, or with segments of a corridor project that transverse non-minority and non-low-income neighborhoods.

The development of environmental justice analyses is the responsibility of the Transit Administrator.

All recipients providing service to geographic areas with 200,000 people or greater should submit the following information as part of their Title VI Program.

CHECKLIST FOR RECIPIENTS serving urbanized areas WITH POPULATIONS OF 200,000 PEOPLE OR GREATER

Provision	Circular Reference	Citation	Information to be included in the Title VI report
Demographic Data Collection	Chapter V, Part 1	49 CFR 21.9(b);	Either demographic maps and charts prepared since the most recent decennial census, results of customer surveys that include demographic information, or demographic information on beneficiaries through locally developed procedure.
Service Standards	Chapter V, Part 2	49 CFR 21.5(b)(2); 49 CFR 21.5(b)(7); to 49 CFR 21	System-wide service standards (such as standards for vehicle load, vehicle headway, distribution of transit amenities, on-time performance, transit availability, and transit security).
Service Policies	Chapter V, Part 3	49 CFR 21.5(b)(2); 49 CFR 21.5(b)(7); to 49 CFR 21	System-wide policies (such as policies for vehicle assignment or transit security).
Equity Evaluation of Service and Fare Changes	Chapter V, Part 4	49 CFR 21.5(b)(2); 49CFR 21.5(b)(7); to 49 CFR 21;	An analysis of the impacts on minority and low-income populations of any significant service and fare changes that occurred since the previous report was submitted.
Monitoring	Chapter V, Part 5	49 CFR 21.5(b)(2); 49CFR 21.5(b)(7); to 49 CFR 21;	The results of either level of service monitoring, quality of service monitoring, analysis of customer surveys, or locally developed monitoring procedure.

SERVICE DELIVERY AND PLANNING

NOTE: not required for <200k population, but recommended

As an MDOT MTA funding recipient in an area with population below 200,000, Queen Anne's County/County Ride is required to plan and deliver transportation services in an equitable manner. This means the distribution of service levels and quality is to be equitable between minority and low-income populations and the overall population.

Procedures for ensuring equity in service provision

Vehicle Assignment: Queen Anne's County/County Ride assigns vehicles with the goal of providing equitable benefits to minority and low-income populations. Vehicles are assigned regarding service type (fixed-route, demand-response, or a hybrid type) and ridership demand patterns (routes with greater numbers of passengers need vehicles with larger capacities). For each type of assignment, newer vehicles are rotated to ensure that no single route or service always has the same vehicle.

The Transit Administrator reviews vehicle assignments on a monthly basis to ensure that vehicles are indeed being rotated and that no single route or service always has the old or new vehicles. NOTE: not required for <200k population, but recommended

Monitoring Title VI Complaints: As part of the complaint handling procedure (Appendix I), the Title VI Manager investigates possible inequities in service delivery for the route(s) or service(s) about which the complaint was filed. Depending on the nature of the complaint, the review examines span of service (days and hours), frequency, routing directness, and interconnectivity with other routes. If inequities are discovered during this review, options for reducing the disparity are explored, and service or fare changes are planned if needed.

In addition to the investigation following an individual complaint, the Title VI Manager periodically reviews all complaints received to determine if there may be a pattern. At a minimum, this review is conducted as part of preparing the Quarterly and/or Annual Report and update for submission to the MDOT MTA.

Procedures for Ensuring Equity in Planning Service and Fare Changes

With each planned service or fare change, Queen Anne's County/County Ride considers the relative impacts on, and benefits to, minority and low-income populations, including LEP populations. All planning efforts for changes to existing services or fares, as well as new services, have a goal of providing equitable service.

The following steps are taken with each planning effort and documented in writing:

NOTE: not required for <200k population, but recommended

Describe proposed changes and the rationale behind them.

Provide a list of modes (such as fixed-route or demand-response) the service changes would impact.

Describe the impacts of service changes on low-income and/or minority communities. Establish why the proposed service would not have a disproportionately high and adverse effect on low-income and/or minority populations. Working with latest available Census data and population estimates at the Census Block Group

level, determine where low income and minority populations comprise the highest number and percent of the population, and compare the location of these areas to the routes or service areas for which the changes are being considered.

Describe transit alternatives available to riders impacted by proposed changes.

Identify measures, if any, that would be taken to avoid, minimize, or mitigate any adverse effects of the service, or enhancements or offsetting, if any, that would be implemented in conjunction with the service.

Describe how the agency intends to reach out and involve minority and low-income populations to make sure their viewpoints are considered.

Determine whether it is necessary to disseminate information that is accessible to LEP persons (following the agency's LEP plan). If so, describe the steps that will be taken to provide information in languages other than English.

Steps 1 through 5 are the responsibility of the Transit Administrator for Title VI compliance in service planning].

Steps 6 and 7 are the responsibility of the Transit Administrator is responsible for Title VI compliance in public outreach and involvement]. As described under "Public Outreach and Involvement."

This analysis is also conducted for service and fare changes planned for while updating the agency's five-year Transportation Development Plan.

VIII. REQUIREMENTS OF TRANSIT PROVIDERS

REQUIREMENTS AND GUIDELINES FOR FIXED ROUTE TRANSIT PROVIDERS

The requirements apply to all providers of fixed route public transportation (also referred to as transit providers) that receive Federal financial assistance, inclusive of States, local and regional entities, and public and private entities.

Transit providers that are sub recipients will submit the information to their primary recipient (the entity from whom they directly receive transit funds) every three years on a schedule determined by the primary recipient. The requirements are scaled based on the size of the fixed route transit provider.

REQUIRED: Service Standards and Policies

Service Standards

Vehicle load, Vehicle headway, On-time performance, Service availability

Service Policies

Transit amenities, Vehicle assignment

County Ride is required to plan and deliver transportation services in an equitable manner. This means the distribution of service levels and quality is to be equitable between minority and low-income populations and the overall population. County Ride has reviewed its services and policies to ensure that those services and benefits are provided in an equitable manner to all persons.

Service Standards

The agency has set standards and policies that address how services are distributed across the transit system service area to ensure that that distribution affords users equitable access to these services. The agency's routes serve low income and minority areas. The routes provide service to low income housing units and senior income-based housing in Centreville, Grasonville and Kent Island. The agency's demand responsive services are available to all callers on a first-come first service basis, without regard for race, color or national origin.

The following system-wide service standards are used to guard against service design or operations decisions from having disparate impacts. All of County Ride's services meet the agency's established standards; thus, it is judged that services are provided equitably to all persons in the service area, regardless of race, color or national origin.

Vehicle load - Vehicle load is expressed as the ratio of passengers to the total number of seats on a vehicle at its maximum load point. The standard for maximum vehicle load is 100%. County Ride has a policy that no standees are allowed on buses where the buses may reach speeds off 55+mph. Therefore, there are no standees allowed on any County Ride Routes or demand response service. All of County Ride services meet this standard.

Vehicle headway - Vehicle headway is the amount of time between two vehicles traveling in the same direction on a given route. A shorter headway corresponds to more frequent service. The standard for vehicle headways is 60 minutes for all rural route service. Within the system, headway only applies to Route 2. All other routes have one bus on each route at a time, and then circulate to repeat the route. Route 2 meets the 60-minute headway standard.

On-time performance - On-time performance is a measure of runs completed as scheduled. This criterion first must define what is considered to be "on time." County Ride defines its "on-time" window as 0-5 minutes late, with no vehicle leaving a point early. All of County Ride's services meet this standard. On time performance is measured by random checks performed by management or random video camera checks which use google maps, video and time stamps. Performance management is conducted with those not following procedures.

Service availability - Service availability is a general measure of the distribution of routes within a transit provider's service area or the span of service. The standard for service availability in a rural setting for stop/mile is as needed and 0/0 hhs within ¼ mile walk for population coverage. All of County Ride's services meet this standard.

Service and Operating Policies

The County Ride service and operating policies also ensure that operational practices do not result in discrimination based on race, color, or national origin.

Distribution and Siting of Transit Amenities - Transit amenities refer to items of comfort, convenience, and safety that are available to the general riding public. County Ride has a policy to ensure the equitable distribution of transit amenities across the system. This policy applies to seating (i.e., benches, seats), bus shelters and canopies, (c) provision of information, Intelligent Transportation Systems (ITS), waste receptacles (including trash and recycling). County Ride will distribute transit amenities equitably throughout the service area based on boarding levels. It will prioritize major transfer points and stops along multiple routes.

Vehicle assignment - Vehicle assignment refers to the process by which transit vehicles are placed into service and on routes throughout the system. County Ride assigns vehicles with the goal of providing equitable benefits to minority and low-income populations. Vehicles are assigned regarding service type (fixed-route, demand-response, or a hybrid type) and ridership demand patterns (routes with greater numbers of passengers need vehicles with larger capacities). For each type of assignment, newer vehicles are rotated to ensure that no single route or service always has the same vehicle. All vehicles are rotated randomly throughout the system and service area unless ridership dictates for larger capacity buses. County Ride has two vehicles equipped with bike racks which we try and keep these buses along our routes. The Transit Administrator reviews vehicle assignments on a monthly basis to ensure that vehicles are indeed being rotated and that no single route or service always has the old or new vehicles.

Monitoring Title VI Complaints

As part of the complaint handling procedure, the Title VI Manager investigates possible inequities in service delivery for the route(s) or service(s) about which the complaint was filed. Depending on the nature of the complaint, the review examines span of service (days and hours), frequency, routing directness, interconnectivity with other routes and/or fare policy. If inequities are discovered during this review, options for reducing the disparity are explored, and service or fare changes are planned if needed.

In addition to the investigation following an individual complaint, the Title VI Manager periodically reviews all complaints received to determine if there may be a pattern. At a minimum, this review is conducted as part of preparing the annual grant application (ATP) for submission to the MTA.

Fare and Service Changes

County Ride follows its adopted written policy for the public comment process for major service reductions and fare increases. With each proposed service or fare change, County Ride considers the relative impacts on, and benefits to, minority and low-income populations, including LEP populations. All planning efforts for changes to existing services or fares, as well as new services, have a goal of providing equitable service.

PUBLIC OUTREACH AND INVOLVEMENT - Public Participation Plan

Introduction

The public participation plan (ppp) is a guide for ongoing public participation endeavors. Its purpose is to ensure that county ride utilizes effective means of providing information and receiving public input on transportation decisions from low income, minority and limited English proficient (lep) populations, as required by title vi of the civil rights act of 1964 and its implementing regulations.

Under federal regulations, transit operators must take reasonable steps to ensure that limited English proficient (lep) persons have meaningful access to their programs and activities. This means that public

participation opportunities, normally provided in English, should be accessible to persons who have a limited ability to speak, read, write, or understand English.

In addition to language access measures, other major components of the ppp include: public participation design factors; a range of public participation methods to provide information, to invite participation and/or to seek input; examples to demonstrate how population-appropriate outreach methods can be and were identified and utilized; and performance measures and objectives to ensure accountability and a means for improving over time.

County ride established a public participation plan or process that will determine how, when, and how often specific public participation activities should take place, and which specific measures are most appropriate.

County ride will make these determinations based on a demographic analysis of the population(s) affected, the type of plan, program, and/or service under consideration, and the resources available. Efforts to involve minority and lep populations in public participation activities may include both comprehensive measures, such as placing public notices at all transit stations, stops, and vehicles, as well as targeted measures to address linguistic, institutional, cultural, economic, historical, or other barriers that may prevent minority and lep persons from effectively participating in our decision-making process.

IX. SERVICE STANDARDS AND POLICY REQUIREMENTS OF TRANSIT PROVIDERS

Requirements and guidelines for fixed route transit providers

The requirements apply to all providers of fixed route public transportation (also referred to as transit providers) that receive federal financial assistance, inclusive of states, local and regional entities, and public and private entities.

Transit providers that are sub recipients will submit the information to their primary recipient (the entity from whom they directly receive transit funds) every three years on a schedule determined by the primary recipient. The requirements are scaled based on the size of the fixed route transit provider.

Required: service standards and policies

Service standards

Vehicle load, vehicle headway, on-time performance, service availability

Service policies

Transit amenities, vehicle assignment

County ride is required to plan and deliver transportation services in an equitable manner. This means the distribution of service levels and quality is to be equitable between minority and low-income populations and the overall population. County ride has reviewed its services and policies to ensure that those services and benefits are provided in an equitable manner to all persons.

Service standards

The agency has set standards and policies that address how services are distributed across the transit system service area to ensure that that distribution affords users equitable access to these services. The agency's routes serve low income and minority areas. The routes provide service to low income housing units and senior income-based housing in Centreville, Grasonville and Kent Island. The agency's demand responsive services are available to all callers on a first-come first service basis, without regard for race, color or national origin.

The following system-wide service standards are used to guard against service design or operations decisions from having disparate impacts. All of county ride's services meet the agency's established standards; thus, it is judged that services are provided equitably to all persons in the service area, regardless of race, color or national origin.

Vehicle load -vehicle load is expressed as the ratio of passengers to the total number of seats on a vehicle at its maximum load point. The standard for maximum vehicle load is 100%. County ride has a policy that no standees are allowed on buses where the buses may reach speeds off 55+mph. Therefore, there are no

standees allowed on any county ride routes or demand response service. All of county ride services meet this standard.

Vehicle headway -vehicle headway is the amount of time between two vehicles traveling in the same direction on a given route. A shorter headway corresponds to more frequent service. The standard for vehicle headways is 60 minutes for all rural route service. Within the system, headway only applies to route 2. All other routes have one bus on each route at a time, and then circulate to repeat the route. Route 2 meets the 60-minute headway standard.

On-time performance -on-time performance is a measure of runs completed as scheduled. This criterion first must define what is considered to be "on time." County ride defines its "on-time" window as 0-5 minutes late, with no vehicle leaving a point early. All of county ride's services meet this standard. On time performance is measured by random checks performed by management or random video camera checks which use google maps, video and time stamps. Performance management is conducted with those not following procedures.

Service availability - service availability is a general measure of the distribution of routes within a transit provider's service area or the span of service. The standard for service availability in a rural setting for stop/mile is as needed and 0/0 hhs within ¼ mile walk for population coverage. All of county ride's services meet this standard.

Service and operating policies

The county ride service and operating policies also ensure that operational practices do not result in discrimination based on race, color, or national origin.

Distribution and siting of transit amenities -transit amenities refer to items of comfort, convenience, and safety that are available to the general riding public. County ride has a policy to ensure the equitable distribution of transit amenities across the system. This policy applies to seating (i.e., benches, seats), bus shelters and canopies, (c) provision of information, intelligent transportation systems (its), waste receptacles (including trash and recycling). County ride will distribute transit amenities equitably throughout the service area based on boarding levels. It will prioritize major transfer points and stops along multiple routes.

Vehicle assignment - vehicle assignment refers to the process by which transit vehicles are placed into service and on routes throughout the system. County ride assigns vehicles with the goal of providing equitable benefits to minority and low-income populations. Vehicles are assigned regarding service type (fixed-route, demand-response, or a hybrid type) and ridership demand patterns (routes with greater numbers of passengers need vehicles with larger capacities). For each type of assignment, newer vehicles are rotated to ensure that no single route or service always has the same vehicle. All vehicles are rotated randomly throughout the system and service area unless ridership dictates for larger capacity buses. County ride has two vehicles equipped with bike racks which we try and keep these buses along our routes. The transit administrator reviews vehicle assignments on a monthly basis to ensure that vehicles are indeed being rotated and that no single route or service always has the old or new vehicles.

Monitoring title vi complaints

As part of the complaint handling procedure, the title vi manager investigates possible inequities in service delivery for the route(s) or service(s) about which the complaint was filed. Depending on the nature of the complaint, the review examines span of service (days and hours), frequency, routing directness,

interconnectivity with other routes and/or fare policy. If inequities are discovered during this review, options for reducing the disparity are explored, and service or fare changes are planned if needed.

In addition to the investigation following an individual complaint, the title vi manager periodically reviews all complaints received to determine if there may be a pattern. At a minimum, this review is conducted as part of preparing the annual grant application (atp) for submission to the mta.

Fare and service changes

County ride follows its adopted written policy for the public comment process for major service reductions and fare increases. With each proposed service or fare change, county ride considers the relative impacts on, and benefits to, minority and low-income populations, including lep populations. All planning efforts for changes to existing services or fares, as well as new services, have a goal of providing equitable service.

APPENDIX A: TITLE VI NOTICE TO THE PUBLIC; LIST OF LOCATIONS

Title VI Compliant Procedures

Requirement to develop title VI compliant procedures and compliant form

To comply with the reporting requirements established in 49 CFR Section 21.9(b), County Ride shall develop procedures for investigating and tracking Title VI complaints filed against us and will make these procedures for filing a complaint available to members of the public. County Ride has also developed a Title VI complaint form. The form and procedure for filing a complaint are available on the County Ride's website and at their facilities.

Any individual may exercise his or her right to file a complaint with County Ride if that person believes that he or she have been subjected to unequal treatment or discrimination in the receipt of benefits or services. We will report the complaint to MTA within three business days (per MTA requirements), and make a concerted effort to resolve complaints locally, using the agency's Nondiscrimination Complaint Procedures. All Title VI complaints and their resolution will be logged and reported annually (in addition to immediately) to MTA.

A person may also file a complaint directly with the Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th floor – TCR, 1200 New Jersey Avenue SE, Washington, DC 20590.

County Ride includes the following language on all printed information materials, on the agency's website, in press releases, in public notices, in published documents, and on posters on the interior of each vehicle operated in passenger service:

County Ride is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transportation services on the basis of race, color, or national origin, as protected by Title VI in the Federal Transit Administration (FTA) Circular 4702.1B. For additional information on County Ride's nondiscrimination policies and procedures, or to file a complaint, please visit the website at www.qac.org or contact Transit Administrator at 104 Powell St, Centreville, MD 21617.

Instructions for filing Title VI complaints are posted on the agency's website and in posters on the interior of each vehicle operated in passenger service and agency's facilities and are also included within County Ride's bus schedule brochure.

APPENDIX B: PROCEDURES FOR HANDLING AND REPORTING

Title VI Complaint Form

Investigations/Complaints and Lawsuits

Instructions for filing Title VI complaints are posted on the agency's website and provided below. Should any Title VI investigations be initiated by FTA or MTA, or any Title VI lawsuits are filed against County Ride the agency will follow these procedures:

Procedures

Any individual, group of individuals or entity that believes they have been subjected to discrimination based on race, color, or national origin may file a written complaint with the Title VI Manager.

The complaint is to be filed in the following manner:

A formal complaint must be filed within 180 calendar days of the alleged occurrence.

The complaint should include:

the complainant's name, address, and contact information (i.e., telephone number, email address, etc.)

the date(s) of the alleged act of discrimination (if multiple days, include the date when the complainant(s) became aware of the alleged discrimination and the date on which the alleged discrimination was discontinued or the latest instance)

a description of the alleged act of discrimination

the location(s) of the alleged act of discrimination (include vehicle number if appropriate)

an explanation of why the complainant believes the act to have been discriminatory based on race, color, and national origin

if known, the names and/or job titles of those individuals perceived as parties in the incident

contact information for any witnesses

indication of any related complaint activity (i.e., was the complaint also submitted to MTA or FTA?)

The complaint shall be submitted to the Title VI Manager at 104 Powell St., Centreville, MD 21617 and or transportation@qac.org.

In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Title VI Manager.

Upon receipt of the complaint, the Title VI Manager will immediately:

- notify MTA (no later than 3 business days from receipt)
- notify County Ride Authorizing Official
- ensure that the complaint is entered in the complaint database.

Within 3 business days of receipt of the complaint, the Title VI Manager will contact the complainant by telephone to set up an interview.

The complainant will be informed that they have a right to have a witness or representative present during the interview and can submit any documentation he/she perceives as relevant to proving his/her complaint.

If MTA has assigned staff to assist with the investigation, the Title VI Manager will offer an opportunity to participate in the interview.

The alleged discriminatory service or program official will be given the opportunity to respond to all aspects of the complainant's allegations.

The Title VI Manager will determine, based on relevancy or duplication of evidence, which witnesses will be contacted and questioned.

The investigation may also include:

- investigating contractor operating records, policies, or procedures
- reviewing routes, schedules, and fare policies
- reviewing operating policies and procedures
- reviewing scheduling and dispatch records
- observing behavior of the individual whose actions were cited in the complaint.

All steps taken and findings in the investigation will be documented in writing and included in the complaint file.

The Title VI Manager will contact the complainant after the investigation (but prior to writing the final report) and give the complainant an opportunity to give a rebuttal statement at the end of the investigation process.

After the investigation and within 60 days of the interview with the complainant, the Title VI Manager will prepare a report that includes a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition. This report will be provided to the Authorizing Official, the MTA, and if appropriate our legal counsel.

The Title VI Manager will send a letter to the complainant notifying them of the outcome of the investigation. If the complaint was substantiated, the letter will indicate the course of action that will be followed to correct the situation. If the complaint is determined to be unfounded, the letter will explain the reasoning, and refer the complainant to MTA in the event the complainant wishes to appeal the determination. This letter will be copied to MTA.

A complaint may be dismissed for the following reasons:

- the complainant requests the withdrawal of the complaint
- an interview cannot be scheduled with the complainant after reasonable attempts
- The complainant fails to respond to repeated requests for additional information needed to process the complaint

TRANSPORTATION-RELATED TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS

Background

All recipients shall prepare and maintain a list of any of the following that allege discrimination based on race, color, or national origin:

Active investigations conducted by FTA and entities other than FTA;

Lawsuits; and

Complaints naming the recipient.

This list shall include the date that the transportation-related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint. This list shall be included in the Title VI Program submitted to MTA every three years and information shall be provided to MTA quarterly and annually.

Appendix E1: MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES

Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, “deny a person the opportunity to participate as a member of a planning,

advisory, or similar body which is an integral part of the program.”

County Ride has transit-related, non-elected advisory council, the membership of which we select.

County Ride in partnership with Maryland Access Point (MAP) has membership guidelines.

MEMBERSHIP

Section 1. The membership of this organization shall be Active and Advisory

Section 2. The Active Membership shall consist of up to seven (7) members representing a cross-section of the racial, economic and geographic distribution of citizens within the County, as applicable. All active members must be at least 18 years of age. Every effort shall be made in recruitment to have membership matching most current census data for the County.

Section 3. The Advisory Membership shall be open to anyone who is directly, by profession, is involved in providing services to county residents who avail themselves of transit services either by need or choice.

APPENDIX D: SUMMARY OF OUTREACH EFFORTS

Due to a very small local LEP population, County Ride has the following procedures in place.

Translation resources are also very limited in our area. When and if the need arises for LEP outreach, County Ride may utilize one or a combination of the following options.

County Ride will do the following:

- a. Scheduling meetings at times, dates and locations that are convenient and accessible for minority and LEP communities.
- b. Employing different meeting sizes and formats.
- c. Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations could also include audio programming available on podcasts.
- d. Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments, periodic community surveys.

APPENDIX D1: LANGUAGE ASSISTANCE PLAN

COUNTY RIDE LANGUAGE ASSISTANCE PLAN FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

Introduction and Legal Basis

LEP is a term that defines any individual not proficient in the use of the English language. The establishment and operation of an LEP program meets objectives set forth in Title VI of the Civil Rights Act and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP). This Executive Order requires federal agencies receiving financial assistance to address the needs of non-English speaking persons. The Executive Order also establishes compliance standards to ensure that the programs and activities that are provided by a transportation provider in English are accessible to LEP communities. This includes providing meaningful access to individuals who are limited in their use of English. The following LEP language implementation plan, developed by County Ride is based on FTA guidelines.

As required, County Ride developed a written LAP Plan (below). Using the 2011-2015 American Community Survey (ACS) Census data, County Ride has evaluated data to determine the extent of need for translation services of its vital documents and materials.

LEP persons can be a significant market for public transit and reaching out to these individuals can help increase their utilization of transit. Therefore, it also makes good business sense to translate vital information into languages that the larger LEP populations in the community can understand.

Assessment of Needs and Resources

The need and resources for LEP language assistance were determined through a four-factor analysis as recommended by FTA guidance.

Factor 1: Assessment of the Number and Proportion of LEP Persons Likely to be Served or Encountered in the Eligible Service Population

The agency has reviewed census data on the number of individuals in its service area that have limited English Proficiency, as well as the languages they speak.

U.S. Census Data – American Community Survey (2011-2015)

Data from the U.S. Census Bureau's American Community Survey (ACS) were obtained through www.census.gov by County Ride's service area. The agency's service area includes a total of 714 persons with Limited English Proficiency (those persons who indicated that they spoke English "not well," and "not at all" in the 2011-2015 ACS Census).

Brief Economic Facts

QUEEN ANNE'S COUNTY, MARYLAND

- Queen Anne's County, the gateway to Maryland's Eastern Shore, is the right choice for companies seeking a prime, affordable location offering an excellent quality of life and a well-educated workforce. The county is within a one-hour drive of the major metropolitan areas of Baltimore, Washington, D.C., Philadelphia and Wilmington, DE via US Route 301/50. There is easy access to marine terminals, ports and an international airport, as well as government facilities, federal labor-stories and technology centers.
- Queen Anne's County offers a variety of lifestyle and business location choices. From Kent Island, the eastern terminus of the Bay Bridge and hub of commercial and residential activity, to small towns such as Centreville and Church Hill, residents and visitors enjoy the maritime history, art and culture of the Eastern Shore.
- Queen Anne's county's private sector industries generate \$1.2 billion in economic output. Private sector expansions include The Inn at Chesapeake Bay Beach Club, S.E.W. Friel, and Harbor Sales. The county manages incentive programs such as the Queen Anne's County Enterprise Zone, an Opportunity Zone, a Foreign-Trade Zone, an Economic Development Incentive Fund, and a low interest loan portfolio. In addition, the county levies no business personal property tax.

Queen Anne's County is located within a one-hour drive of major cities such as Baltimore, Washington, D.C., and Wilmington, DE.

LOCATION

Driving distance from Centreville: Miles Kilometers

Atlanta, Georgia 676 1,088

Baltimore, Maryland 48 78

Boston, Massachusetts 389 626

Chicago, Illinois 731 1,176
New York, New York 178 287
Philadelphia, Pennsylvania 90 144
Pittsburgh, Pennsylvania 268 431
Richmond, Virginia 157 253
Washington, DC 60 97

Information from the 2011-2015 ACS also provides more detail on the specific languages that are spoken by those who report that they speak English less than very well. Languages spoken at home by those with LEP are presented below. These data indicate the extent to which translations into other language are needed to meet the needs of LEP persons.

It is noted that there are relatively low number of LEP persons in the service area - no language is spoken by over 5% or a total of 1,000 persons in the LEP population.

Factor 2: Assessment of Frequency with Which LEP Individuals Come into Contact with the Transit Services or System

County Ride reviewed the relevant benefits, services, and information provided by the agency and determined the extent to which LEP persons have come into contact with these functions through the following channels:

- Contact with transit vehicle operators;
- Contact with transit station managers;
- Calls to County Ride's customer service telephone line;
- Visits to the agency's headquarters;
- Access to the agency's website;
- Attendance at community meetings or public hearings hosted by County Ride
- Contact with the agency's ADA complementary paratransit system (including applying for eligibility, making reservations, and communicating with drivers).

County Ride has only had contact with Spanish speaking individuals on our buses and over the phone. Contact varies but would probably be no more than one or two contacts per week. County Ride has a bi-lingual driver we can use to communicate with those riders if needed. Questions asked have only been related to use of our routes.

We will continue to identify emerging populations as the Census and American Community Survey data becomes available for our service area. In addition, when LEP persons contact our agency, we will attempt to identify their language and keep records on contacts to accurately assess the frequency of contact.

To assist in language identification, we use a language identification flashcard based on that which was developed by the U.S. Census. (<http://www.lep.gov/ISpeakCards2004.pdf>)

Information from Community Organizations that Serve LEP Persons

To supplement the Census, education, and labor department data, County Ride conducted community outreach to the following organizations that work with LEP populations.

County Ride works with the Family Support Center, Chesapeake Helps, QAC Board of Education, Queen Anne's County Department of Aging, Queen Anne's County Local Management Board and the County Ride/MAP Advisory Board to identify possible needs and or opportunities to assist LEP individuals.

Factor 3: Assessment of the Nature and Importance of the Transit Services to the LEP Population

County Ride provides the following programs, activities, and services:

Based on past experience serving and communicating with LEP persons and interviews with community agencies, we have learned that the following services/routes/programs are currently of particular importance to LEP persons in the community.

County Ride- Route 1 and Route 2

The following are the most critical services provided by County Ride for all customers, including LEP persons.

Public transit services, including reduced fare application process

ADA paratransit services (if your agency operates fixed route), including eligibility certification process

Other paratransit services

Services targeted at low income persons

Factor 4: Assessment of the Resources Available to the Agency and Costs

The following language assistance measures are currently being provided by County Ride.

Bilingual schedules, Spanish phone line and bilingual website through Maryland Upper Shore Transit (MUST). The total cost to the agency would be estimated at \$1,000 per year, which is a percentage of a total of \$3,5000 to \$5,000 service agreement fee paid to MUST.

Approximately 1-2 calls per week are handled by our driver who is an interpreter.

We anticipate that these activities and costs may increase as follows in County advertising, schedules, bilingual phone line, and the website with bilingual information. Estimate costs at \$2,500.00 for first year and based on changes in services, schedules and demand of future costs may be held constant or less.

Based on the analysis of demographic data and contact with community organizations and LEP persons, County Ride has determined that additional services may be needed to provide meaningful access.

Resources

There is no available budget that could be devoted to additional language assistance expenses. County Ride would need additional funds to provide additional resources.

Based on the available resources, the following language assistance measures are feasible and appropriate for our agency at this time:

Our current services are deemed appropriate at this time

LEP Implementation Plan

Through the four-factor analysis, County Ride has determined that the following types of language assistance are most needed and effective:

Translation of vital documents into Spanish. These documents include:

Bus Schedule, System Map and Ride Guide- includes material on ADA paratransit eligibility.

Attempt to hire bilingual staff with competency in spoken and written Spanish language.

Language Line Translation Services for telephone contacts.

Staff Access to Language Assistance Services

Agency staffs who come into contact with LEP persons can access language services by contact our bilingual staff and providing the toll-free Spanish line. All staff will be provided with a list of available language assistance services and additional information and referral resources (such as community organizations which can assist LEP persons). This list will be updated at least annually.

Responding to LEP Callers

Agency staff who answer calls from the public respond to LEP customers as follows: try to get as much information as possible, gather contact information and then alert bilingual employee to follow up with caller.

Responding to Written Communications from LEP Persons

The following procedures are followed when responding to written communications from LEP persons: We have never had any written communication from LEP persons. If we do, we will contact bilingual staff for assistance.

Responding to LEP Individuals in Person

The following procedures are followed when an LEP person visits our customer service and administrative office: We have never had a in person visits from a LEP person. If we do, we will do whatever we can to assist and contact bilingual staff for assistance.

The following procedures are followed by operators when an LEP person has a question on board a County Ride vehicle: Driver will contact bilingual staff by radio and ask for assistance.

As noted previously, all County Ride staff is provided with a list of available language assistance services and information and referral resources, which is updated annually.

All new hires receive training on assisting LEP persons as part of their sensitivity and customer service training. This includes:

A summary of the transit agency's responsibilities under the DOT LEP Guidance;

A summary of the agency's language assistance plan;

A summary of the number and proportion of LEP persons in the agency's service area, the frequency of contact between the LEP population and the agency's programs and activities, and the importance of the programs and activities to the population;

A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and

A description of the agency's cultural sensitivity policies and practices.

Also, all staff who cultural come into contact with customers, as well as their supervisors and all management staff, receive annual refresher training on policies and procedures related to assisting LEP persons.

Providing Notice to LEP Persons

LEP persons are notified of the availability of language assistance through the following approaches:

- following our Title VI policy statement included on our vital documents.
- on our MUST website
- through signs posted on our vehicles and in our customer service and administrative offices.
- through ongoing outreach efforts to community organizations, schools, and religious organizations.
- staffing a table with bilingual staff at community service events of interest to LEP groups.
- LEP persons will also be included in all community outreach efforts related to service and fare changes.

Monitoring Title VI Complaints

As part of the complaint handling procedure, the Title VI Manager investigates possible inequities in service delivery for the route(s) or service(s) about which the complaint was filed. Depending on the nature of the complaint, the review examines span of service (days and hours), frequency, routing directness, interconnectivity with other routes and/or fare policy. If inequities are discovered during this review, options for reducing the disparity are explored, and service or fare changes are planned if needed.

In addition to the investigation following an individual complaint, the Title VI Manager periodically reviews all complaints received to determine if there may be a pattern. At a minimum, this review is conducted as part of preparing the annual grant application (ATP) for submission to the MTA.

Monitoring/Updating the Plan

This plan will be updated on a periodic basis (at least every three years), based on feedback, updated demographic data, and resource availability.

As part of ongoing outreach to community organizations, County Ride will solicit feedback on the effectiveness of language assistance provided and unmet needs. In addition, we will conduct periodic internal meetings with staff who assist LEP persons, review updated Census data, formal studies of the adequacy and quality of the language assistance provided, and determine changes to LEP needs

Based on the feedback received from community members and agency employees, County Ride will make incremental changes to the type of written and oral language assistance provided as well as to their staff training and community outreach programs. The cost of proposed changes and the available resources will affect the enhancements that can be made, and therefore County Ride will attempt to identify the most cost-effective approaches.

As the community grows and new LEP groups emerge, County Ride will strive to address the needs for additional language assistance.

PROFICIENCY (LEP)

APPENDIX E: PLAN FOR SERVING PERSONS WITH LIMITED ENGLISH

Contents:

- Introduction and Legal Basis
 - Assessment of Needs and Resources (Four-Factor Analysis)
 - Implementation Plan
-

INTRODUCTION AND LEGAL BASIS

Title VI of the Civil Rights Act of 1964 42 U.S.C. 2000d et seq., and its implementing regulations, prohibits discrimination based on race, color, or national origin in programs and activities receiving Federal financial assistance. The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted Title VI regulations prohibit conduct that has a disproportionate effect on LEP persons because this constitutes national origin discrimination. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services. The

U.S. DOT published revised guidance for its recipients on December 14, 2005. The FTA references the DOT LEP guidance in its Circular 4702.1A, "Title VI and Title VI- Dependent Guidelines for FTA Recipients," which was published on April 13, 2007. FTA subsequently issued "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers." The following LEP language implementation plan, developed by County Ride is based on FTA guidelines.

LEP persons can be a significant market for public transit and reaching out to these individuals can help increase their utilization of transit. Therefore, it also makes good business sense to translate vital information into languages that the larger LEP populations in the community can understand.

ASSESSMENT OF NEEDS AND RESOURCES

The need and resources for LEP language assistance were determined through a four-factor analysis as recommended by FTA guidance.

1. Assessment of the number and proportion of LEP persons served or encountered in the eligible service population

Prior experiences with LEP individuals

County Ride reviewed the relevant benefits, services, and information provided by the agency and determined the extent to which LEP persons have met these functions through the following channels:

- Contact with transit vehicle operators;
- Contact with transit station managers;
- Calls to County Ride's customer service telephone line;
- Visits to the agency's headquarters;
- Access to the agency's website;
- Attendance at community meetings or public hearings hosted by County Ride

Contact with the agency's ADA complementary paratransit system (including applying for eligibility, making reservations, and communicating with drivers).

County Ride has only had contact with Spanish speaking individuals on our buses and over the phone. Contact varies but would probably be no more than one or two contacts per week. County Ride has a bi-lingual driver we can use to communicate with those riders if needed. Questions asked to have only been related to use of our routes.

We will continue to identify emerging populations as the Census and American Community Survey data becomes available for our service area. In addition, when LEP persons contact our agency, we will attempt to identify their language and keep records on contacts to accurately assess the frequency of contact.

To assist in language identification, we use a language identification flashcard based on that which was developed by the U.S. Census. (<http://www.lep.gov/ISpeakCards2004.pdf>)

Information from Community Organizations that Serve LEP Persons

To supplement the Census, education, and labor department data, County Ride conducted community outreach to the following organizations that work with LEP populations.

County Ride works with the Family Support Center, Chesapeake Helps, QAC Board of Education, Queen Anne's County Department of Aging, Queen Anne's County Local Management Board and the County Ride/MAP Advisory Board to identify possible needs and or opportunities to assist LEP individuals.

U.S. Census Data

Data from the U.S. Census Bureau's American Community Survey (ACS) were obtained through www.census.gov by County Ride's service area. The agency's service area includes a total of 714 persons with Limited English Proficiency (those persons who indicated that they spoke English "not well," and "not at all" in the 2011-2015 ACS Census).

Information from the 2011-2015 ACS also provides more detail on the specific languages that are spoken by those who report that they speak English less than very well. Languages spoken at home by those with LEP are presented below. These data indicate the extent to which translations into other language are needed to meet the needs of LEP persons.

White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race
3,488,887	1,783,899	58,657	370,044	9,826	243,383
43,180	3,651	350	686	39	764
1.24%	0.20%	0.60%	0.19%	0.40%	0.31%

It is noted that there are relatively low number of LEP persons in the service area - no language is spoken by over 5% or a total of 1,000 persons in the LEP population.

Based upon the available data as described above, LEP persons are concentrated in the following communities/geographic areas:

The Northern and Eastern Regions of Queen Anne's County.

Figure 1 provides a map showing concentrations of LEP individuals identified through the Census data analysis.

Data from Education Sources

County Ride obtained LEP population data from the Maryland State Department of Education

County Ride contacted Queen Anne's County Schools and requested information on numbers, concentrations, and languages of registered students and their families whose primary language is other than English. The following information was made available. [Describe; include table if appropriate; do not include information about specific families which could be considered confidential.]

Data from the Department of Labor

County Ride also obtained LEP population data from the U.S. Department of Labor (at <http://www.doleta.gov/reports/CensusData/>) as tabulated for the service area of [the Local Workforce Investment Area that is served by your agency's transit services]. These data indicate the following: [Describe; include table if appropriate.]

Information from Community Organizations that Serve LEP Persons

To supplement the Census, Education, and Labor Department data, County Ride conducted community outreach to the following organizations that work with LEP populations. [List those contacted, which may include any of the following:]

- School systems; QAC
- Community organizations; The Family Center
- State and local governments; Queen Anne's County Office of Community Services
- Religious organizations; Haven Ministries
- Legal Aid entities.

(For recommended questions, see page 34 of "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers" prepared by the FTA Office of Civil Rights, April 2007.)

1. County Ride will be developing a contact list of specific organizations and attaching to this plan will provide a useful resource for future outreach efforts
2. Assessment of the frequency with which LEP individuals come into contact with County Ride services

County Ride provides the following programs, activities and services:

- Provides Transportation for those LEP and we also provide a Spanish Interpreter.

Based on past-experience serving and communicating with LEP persons and interviews with community agencies, we learned that the following services/routes/programs are currently of particular importance LEP persons in the community.

- The SStap/Rural transit program is important because the lion share of the riders have no access to a fixed route bus. Most of Queen Anne's County is extremely rural.

3. Assessment of the nature and importance of the program, activity, or service provided by the program

The following are the most critical services provided by County Ride for all customers, including LEP persons.

Safety and security awareness instructions

- Emergency evacuation procedures

- Public transit services, including reduced fare for seniors, disabled, veteran and students
- Door to door services not served by fixed route buses

Input from community organizations and LEP persons identified the following services and programs that are known to be of particular importance or interest to LEP persons in our service area:

- Dialysis to Easton and Chestertown. These services are not offered in Queen Anne's County

4. Assessing the Costs and Resources available to the recipient Costs

The following language assistance measures are currently being provided by County Ride.

Bilingual schedules, Spanish phone line and bilingual website through Maryland Upper Shore Transit (MUST). The total cost to the agency would be estimated at \$1,000 per year, which is a percentage of a total of \$3,5000 to \$5,000 service agreement fee paid to MUST.

Approximately 1-2 calls per week are handled by our driver who is an interpreter.

We anticipate that these activities and costs may increase as follows in County advertising, schedules, bilingual phone line, and the website with bilingual information. Estimate costs at \$2,500.00 for first year and based on changes in services, schedules and demand of future costs may be held constant or less.

Based on the analysis of demographic data and contact with community organizations and LEP persons, County Ride has determined that additional services may be needed to provide meaningful access.

Resources

There is no available budget that could be devoted to additional language assistance expenses. County Ride would need additional funds to provide additional resources.

Based on the available resources, the following language assistance measures are feasible and appropriate for our agency at this time:

Our current services are deemed appropriate at this time

Other potential cost saving measures includes telephonic and video conferencing interpretation services, translating vital documents via reputable websites, pooling resources and standardizing documents to reduce translation needs, centralizing interpreter and translator services to achieve economies of scale.

Feasible Language Assistance Measures

Based on the available resources, the following language assistance measures are feasible for our agency at this time:

- none

IMPLEMENTATION PLAN

Identifying LEP persons who need language assistance

The general populations of LEP persons were identified as part of the four-factor analysis, under

1. Assessment of the number and proportion of LEP persons served or encountered in the eligible service population." These include:

[List populations/languages and summarize numbers of persons as well as concentrations of groups in your service area. For example:

- Based on 2010 Census data, a total of 39 LEP persons who primarily speak Vietnamese are living in Queen Anne's County 's service area, .17% of the total population.

White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race
3,488,887	1,783,899	58,657	370,044	9,826	243,383
43,180	3,651	350	686	39	764
1.24%	0.20%	0.60%	0.19%	0.40%	0.31%

Concentrations of these LEP persons were identified in (list Census tracts or communities).

Supplemental information from (school district, community groups) confirms that this is a growing population, particularly in the neighborhoods of (list).

The frequency with which these LEP individuals come into contact with our agency's particular services has been 30 per month.

Based on our assessment of needs and resources, the populations for which County Ride can currently f feasibility provide language assistance are 3 times per week.

We will continue to identify emerging populations as updated Census and American Community Survey data become available for our service area. In addition, when LEP persons contact our agency, we will attempt to identify their language and keep records on contacts to accurately assess the frequency of contact. To assist in language identification, we will use a language identification flashcard based on that which was developed by the U.S. Census. (<http://www.lep.gov/ISpeakCards2004.pdf>)

Providing Language Assistance

Types of language services available

Through the four-factor analysis, County Ride has determined that the following types of language assistance are most needed and feasible:

List types of assistance. For example:

Translation of vital documents into Spanish. These documents include:

- System Map and Ride Guide
- Application for reduced fare
- All printed materials on ADA Para-transit, including brochure, eligibility application package, and passenger policies and procedures

Emergency preparedness brochure

- Attempt to hire bilingual staff with competency in spoken and written (Spanish, Vietnamese, etc. as appropriate for your service area).
- Language Line Translation Services for telephone contacts
- In-person translation for ADA eligibility assessments transferring a call to bilingual staff, having a telephone menu allowing the

Staff Access to Language Assistance Services

Agency staffs who come into contact with LEP persons can access language services by contact our bilingual staff and providing the toll-free Spanish line. All staff will be provided with a list of available language assistance services and additional information and referral resources (such as community organizations which can assist LEP persons). This list will be updated at least annually.

Responding to LEP Callers

Agency staff who answer calls from the public respond to LEP customers as follows: try to get as much information as possible, gather contact information and then alert bilingual employee to follow up with caller.

Responding to Written Communications from LEP Persons

The following procedures are followed when responding to written communications from LEP persons: We have never had any written communication from LEP persons. If we do, we will contact bilingual staff for assistance.

Responding to LEP Individuals in Person

The following procedures are followed when an LEP person visits our customer service and administrative office: We have never had a in person visits from a LEP person. If we do, we will do whatever we can to assist and contact bilingual staff for assistance.

The following procedures are followed by operators when an LEP person has a question on board a County Ride vehicle: Driver will contact bilingual staff by radio and ask for assistance.

As noted previously, all County Ride staff is provided with a list of available language assistance services and information and referral resources, which is updated annually.

All new hires receive training on assisting LEP persons as part of their sensitivity and customer service training. This includes:

- A summary of the transit agency's responsibilities under the DOT LEP Guidance;
- A summary of the agency's language assistance plan;
- A summary of the number and proportion of LEP persons in the agency's service area, the frequency of contact between the LEP population and the agency's programs and activities, and the importance of the programs and activities to the population;
- A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and
- A description of the agency's cultural sensitivity policies and practices

Also, all staff who routinely come into contact with customers, as well as their supervisors and all management staff, receive annual refresher training on policies and procedures related to assisting LEP persons.

Website Translation Services

County Ride ensures competency of translation services by [getting referrals from the health department and local judicial systems, verifying minimum competency standards of staff hired for bilingual abilities (describe minimum standards), in-person competency testing, obtaining quality assurance feedback from (customers, community agencies), checking references of translation contractors, written policies on translator protocol, training the translator on transit jargon, etc.].

Staff Training

As noted previously, all County Ride staff are provided with a list of available language assistance services and additional information and referral resources, updated annually.

All new hires receive training on assisting LEP persons as part of their sensitivity and customer service training. This includes:

- A summary of the transit agency's responsibilities under the DOT LEP Guidance;
- A summary of the agency's language assistance plan;
- A summary of the number and proportion of LEP persons in the agency's service area, the frequency of contact between the LEP population and the agency's programs and activities, and the importance of the programs and activities to the population;
- A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and
- A description of the agency's cultural sensitivity policies and practices.

Also, all staff who routinely come into contact with customers as well as their supervisors and all management staff, receive annual refresher training on policies and procedures related to assisting LEP persons.

[Describe additional training courses or resources provided to staff, such as tuition assistance for language courses at a local community college, training manuals/CDs/DVDs/online courses available to staff, instruction in basic phrases needed in the operating environment, etc.]

Providing Notice to LEP Persons

LEP persons are notified of the availability of language assistance through the following approaches:
following our Title VI policy statement included on our vital documents.

on our MUST website through signs posted on our vehicles and in our customer service and administrative offices.

through ongoing outreach efforts to community organizations, schools, and religious organizations.

staffing a table with bilingual staff at community service events of interest to LEP groups.

LEP persons will also be included in all community outreach efforts related to service and fare changes.

Plan Monitoring and Updating

This plan will be updated on a periodic basis (at least every three years), based on feedback, updated demographic data, and resource availability.

As part of ongoing outreach to community organizations, County Ride will solicit feedback on the effectiveness of language assistance provided and unmet needs. In addition, we will conduct periodic internal meetings with staff who assist LEP persons, review updated Census data, formal studies of the adequacy and quality of the language assistance provided, and determine changes to LEP needs

Based on the feedback received from community members and agency employees, County Ride will make incremental changes to the type of written and oral language assistance provided as well as to their staff training and community outreach programs. The cost of proposed changes and the available resources will affect the enhancements that can be made, and therefore County Ride will attempt to identify the most cost-effective approaches.

As the community grows and new LEP groups emerge, County Ride will strive to address the needs for additional language assistance.

LANGUAGE ASSISTANCE MONITORING CHECKLIST

Source: Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers.

Prepared by the FTA Office of Civil Rights, April 2007. Page 39.

Stations

- YES/Are translated instructions on how to make fare payments available?
- YES/Are translated schedules, route maps, or information on how to use the system available?
_____ Has the information been placed in a visible location?
- HUNDREDS/How many units of the material have been distributed?

- YES/If such information is available, are station managers aware that they have this information?
- NO/Are announcements audible?
- NO/Are any announcements, such as security awareness announcements, made in languages other than English?
- NO/Does the station display information or instructions using pictographs?
- YES/Can a person who speaks limited English or another language receive assistance from a station manager when asking for directions? How is this assistance provided? FACE TO FACE WITH ASSISTANCE FOR AN INTERPRETER PERHAPS ON THE PHONE
- Vehicles
- YES/Are translated instructions on how to make fare payments available?
- YES/Are translated schedules, route maps, or information on how to use the system available? - _____ Has the information been placed in a visible location?
- HUNDREDS/How many units of the material have been distributed?
- YES/If such information is available, are vehicle operators aware that they have this information?
- YES/ Are announcements audible?
- NO/Are any announcements, such as security awareness announcements, made in languages other than English?
- YES/Can a person who speaks limited English or another language receive assistance from a bus operator when asking about the destination of the vehicle? How is this assistance provided? VERBAL COMMUNICATIONS

Customer Service

- YES/Is the customer service telephone line equipped to handle callers speaking languages other than English?
- YES/Can customer service representatives describe to a caller what language assistance the agency provides and how to obtain translated information or oral interpretation?
- YES/Can a person who is speaking limited English or a language other than English request information from a customer service representative?

Community Outreach

- YES/Are translators present at community meetings?
- YES/Are translated versions of any written materials that are handed out at a meeting provided? _____ Can members of the public provide oral as well as written comments?

Press/Public Relations

- YES/ Are meeting notices, press releases, and public service announcements translated into languages other than English?
- YES/Does the agency website have a link to translated information on its home page?

APPENDIX F: Minority Representation on Committees by Race

Committee	Black or African American	White/Caucasian	Latino/Hispanic	American Indian or Alaska Native	Asian	Native Hawaiian or other Pacific Islander	Other	Totals
County Ride and MAP Advisory Board	1	7	0	0	0	0	0	8
% of Advisory Board	12.5%	87.5%	0	0	0	0	0	100%

APPENDIX G: LIST OF INVESTIGATIONS, LAWSUITS, AND COMPLAINTS



Queen Anne's County
County Ride
104 Powell Street

List of Investigations, Lawsuits, and Complaints

	<i>Date (Month, Day, Year)</i>	<i>Summary (include basis of complaint: race, color, or national origin)</i>	<i>Status</i>	<i>Action(s) taken</i>
Investigations				
1.				
Lawsuits				
1.				
Complaints				
1.				

APPENDIX H: POLICY STATEMENT AND AUTHORITIES

Title VI Policy Statement

Queen Anne's County/County Ride is committed to ensuring that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not.

Queen Anne's County's Title VI Manager is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) Part 200, and Title 49 CFR Part 21.

<i>Beverly Churchill</i>	1/5/2021
Signature of Authorizing Official	Date

APPENDIX K: Complaint Form

Queen Anne's County
County Ride



TITLE VI COMPLAINT FORM

Section I:			
Name:			
Address:			
Telephone (Home):		Telephone (Work):	
Electronic Mail Address:			
Accessible Format Requirements?	Large Print		Audio Tape
	TDD		Other
Section II:			
Are you filing this complaint on your own behalf?		Yes*	No
*If you answered "yes" to this question, go to Section III.			
If not, please supply the name and relationship of the person for whom you are complaining:			
Please explain why you have filed for a third party: _____			
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.		Yes	No
Section III:			
I believe the discrimination I experienced was based on (check all that apply):			
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin			
Date of Alleged Discrimination (Month, Day, Year): _____			
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.			
Section IV:			
Have you previously filed a Title VI complaint with this agency?		Yes	No
Section V:			
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			



Resolution

21-01

WHEREAS, the County Commissioners of Queen Anne's County adopted the Title VI, Implementation Plan 2021-2023 for the Title VI, Civil Right Act of 1964 for Queen Anne's County/County Ride;

AND WHEREAS, the Queen Anne's County Commissioners are committed to ensuring that no person is excluded from participation in, or denied the benefits of County Ride's transportation services on the basis of race, color, or national origin, as protected by Title VI according to C 4702.1B Title VI requirements and guidelines for Federal Transit Administration sub-recipients;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, MARYLAND that Commissioner President Christopher M. Corchiarino, the officiating officer, approved and signed, acknowledging the receipt of the County Ride Title VI Implementation Plan 2021-2023 on January 12, 2021.

WITNESS, the hands and seals of the County Commissioners of Queen Anne's County, Maryland the day and year above written.

ATTEST

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

Margie Houck, Executive Assistant

Christopher M. Corchiarino

James J. Moran

Jack N. Wilson, Jr.

Stephen Wilson

Philip L. Dumenil

4
DEPARTMENT OF COMMUNITY SERVICES



**Queen
Anne's
County**

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

Area Agency on Aging
104 Powell St
Centreville, MD 21617

Telephone: (410) 758-0848
Fax: (410) 758-4489
TDD: (410) 758-2126
E-mail: agingadmin@qac.org

Catherine Riggs Willis, LMSW, Director

DATE: January 6, 2021

TO: Q.A. County Commissioners **ACTION ITEM**

FROM: Cathy Willis 

RE: Maryland Transit Administration (MTA) Capital Grant Agreements

Attached you will find the MTA Capital Grant Agreements packet for FY 2021. Signing these documents informs MTA that Queen Anne's County accepts the Federal and State funding to support transit services and County Ride the Locally Owned Transit System of Queen Anne's County.

This grant includes preventative maintenance and 3 small replacement buses of which the county's share has increased this year to 20% from 10% in all past years as the state has removed their 10% portion of the grant. However, due to the continued FTA CARES Act funding and the savings to the county we have the funds available to cover the state loss. The County Ride fleet is in dire need of replacement due to the useful life cycle therefore we need to proceed with our planned replacement schedule. County Attorney, Patrick Thompson, has reviewed and signed the documents.

Please let me know if you have any question or concerns. Thank you for your assistance with the execution of these documents. If the Commission President Corchiarino could sign as the Grant Recipient and have it witnessed, we would greatly appreciate it. Those individuals depending on transit services in Queen Anne's County for life saving dialysis treatment, medical appointments, and transport to and from work appreciate your support of our services.

Requested Action:

We, the Queen Anne's County Commissioners do hereby accept the Maryland Transit Administration (MTA) Capital Grant Agreements packet to certify that the Queen Anne's County Department of Community Services Area Agency on Aging will operate the Public Transit System and accept the awards as offered by the State of Maryland Department of Transportation for FY2021.

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STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION

FISCAL YEAR 2021
CAPITAL GRANT AGREEMENT

GRANT NUMBERS	QA24LUC2021 QA245311C2021 QA245339C2021 QA245339C2021 QA245339C2021 - - - - - -
PUBLIC BODY	Queen Anne's County
PROJECT TIME PERIOD	7/1/2020-6/30/2023
PROJECT DESCRIPTION	Large Urban Capital 5311 Capital 5339 Capital, Statewide 5339 Capital, Statewide 5339 Capital, Statewide - - - - -
CFDA #	
CAPITAL PROJECT #	1513-0650 1513-0550 1513-0450 1513-0450 1513-0450
ESTIMATED NET PROJECT COST	296,260
FEDERAL SHARE	202,328
STATE SHARE	34,680
LOCAL SHARE	59,252

This SUBGRANTEE AGREEMENT by and between Queen Anne's County (hereinafter referred to as the "PUBLIC BODY") and the MARYLAND DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "MDOT"), an instrumentality of the State of Maryland, and the Maryland Transit Administration (hereinafter referred to as "MTA"), a modal agency of MDOT.

WITNESSETH:

WHEREAS, pursuant to Section 2-103 (i) (2) of the Transportation Article, Annotated Code of Maryland, the Secretary of Transportation (hereinafter referred to as "the Secretary"), to the extent permitted by the State budget, is authorized to make grants-in-aid to any governmental transportation agency within the State of Maryland, including any county agency, bi-county agency, multi-jurisdictional agency or municipal agency, or any other person for any transportation related purpose; and

WHEREAS, pursuant to Section 2-103 (i) (1) of the Transportation Article, Annotated Code of Maryland, the Secretary has the authority to apply for and receive grants; and

WHEREAS, pursuant to Section 7-204(e) of the Transportation Article, Annotated Code of Maryland, the MTA has the authority to apply for and receive grants; and

WHEREAS the MTA has been designated as the recipient of Federal Transit Act grant funds to local political subdivisions to fund operating expenses associated with the provision of transportation services; and

WHEREAS, pursuant to Section 7-202(b)(2) of the Transportation Article, Annotated Code of Maryland, the Secretary has delegated to and authorized the Administrator of the MTA (hereinafter referred to as "Administrator") to be the authorized agent to act on behalf of the Secretary to administer the Federal Transit Administration (FTA)'s grant programs and to administer grants to the designated recipients; and

WHEREAS, in accordance with Maryland's Operating Assistance Program and with the public transportation programs for Maryland's urban and non-urbanized areas, the MTA will provide to qualifying local public agencies within the State of Maryland federal funds granted to the MTA by Federal Transit Administration (FTA) together with State funds to assist in financing the net costs of approved public transportation capital improvement/acquisition projects in accordance with MDOT's program pursuant to Section 2-103.3 of the Transportation Article, Annotated Code of Maryland and with MTA's program formulas; and,

WHEREAS, the PUBLIC BODY has applied to the MTA for capital assistance under the terms and conditions of the MTA's capital program to assist in providing improved transportation services, public capital improvements/acquisitions and,

WHEREAS, the MTA has applied for and received Federal Grants from the FTA under the provision of Section(s) LUC of the Federal Transit Act, Amendments of 1991, to assist the funding of the project described above; and

WHEREAS, the MTA has reviewed the application and the supporting documents submitted by the PUBLIC BODY and has approved the application as submitted and the Secretary has agreed to make this grant; and

WHEREAS, the Secretary has authorized the Administrator (a) to execute SUBGRANTEE AGREEMENTs on behalf of the Maryland Transit Administration with the U.S. Department of Transportation for aid in the financing of operating and planning expenses and capital improvements of projects and budgets; and (b) to enter into SUBGRANTEE AGREEMENTs and award grants to sub-grantees for aid in the financing of the sub-grantees' operating and planning expenses and capital improvement projects.

The MTA HEREBY makes a grant to the PUBLIC BODY for the purpose stated herein and subject to all the conditions set forth herein. Pursuant to its delegated authority, MTA will administer the grant as provided in this Agreement. MTA is committed to carrying out the federal grant program and ensuring that all applicable federal requirements are met.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1 – PURPOSE OF GRANT

The purpose of this Grant is for the undertaking of capital purchase(s), and/or of a public transportation capital improvement/acquisition project (hereinafter referred to as the "Project") with financial assistance (hereinafter referred to as "Capital Assistance" to the PUBLIC BODY. This SUBGRANTEE AGREEMENT states the terms and conditions upon which such Capital Assistance will be provided and the manner in which the Project will be undertaken to assure that the Grant is used for the intended project. The Capital Assistance under this grant consists of a combination of federal funds, as provided for in a contract executed between FTA and the MTA, and State funds provided by the MDOT and local funds provided by Queen Anne's County.

With respect to the federal funds provided to the MTA for the Project, the PUBLIC BODY is deemed by FTA to be a "subgrantee".

SECTION 2 – THE PROJECT

The Project involves the purchase of capital equipment, and capital improvements/acquisitions for the transportation system of the PUBLIC BODY described on the first page of this Grant.

The PUBLIC BODY shall undertake and complete the Project substantially as described in its application, filed with and approved by the MTA and the Secretary, incorporated in this Grant by reference, and in accordance with the terms and conditions of this Grant.

SUBGRANTEE understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance (Project Property) until, and to the extent, that the Federal Government relinquishes its Federal interest in that Project Property. Title to Project Property acquired pursuant to this SUBGRANTEE AGREEMENT will vest upon acquisition with the SUBGRANTEE.

SECTION 3 – CAPITAL ASSISTANCE

In order to assist the PUBLIC BODY in financing the eligible net cost of its Project, such net project cost estimated to be the amount appearing on page one (1) of this Grant, the MTA will provide Capital Assistance for the period 7/1/2020-6/30/2023 as follows:

- A. Federal funds granted to the MDOT/MTA by FTA are not to exceed 202,328 and,
- B. State funds are not to exceed 34,680.

The PUBLIC BODY agrees that it will provide local public funds in an amount sufficient, together with the Capital Assistance provided by this SUBGRANTEE AGREEMENT, to assure payment of the actual Net Project Cost. The local public funds shall be provided from sources other than federal funds (except approved unrestricted federal funds), receipts from the use of the Project's facilities/equipment, or revenue from the public transportation system in which such facilities/equipment are used.

SECTION 4 – NET PROJECT COST

The Net Project Cost shall be the amount of the total eligible project expenses that exceed the total eligible project income, as determined by the MTA. The estimated Net Project cost is shown on the first page of this Agreement.

SECTION 5 – THE PROJECT BUDGET

The Project Budget and Allocation of Capital Assistance is incorporated herein as Appendix A. Reallocation of Capital Assistance funds between budget items during the Project Time Period which does not increase the maximum amount of funds provided, will require prior approval by the MTA.

SECTION 6 – COMPENSATION AND METHOD OF PAYMENT

The total amount of Capital Assistance will be paid by the MTA on behalf of MDOT to the PUBLIC BODY. Payment will be made upon receipt and approval by the MTA of a Request for Payment submitted by the PUBLIC BODY in conformity with Section D, paragraph two, of the "Guidelines for Project Administration," which is attached as Exhibit B to this SUBGRANTEE AGREEMENT.

Notwithstanding anything herein to the contrary, the MTA shall not provide the Capital Assistance described in Section 3 in the event that:

1. the PUBLIC BODY has not executed a contract for the Project as described in Appendix A within the fiscal year of the Project Budget; or
2. the PUBLIC BODY has not presented to and received approval from the MTA, of a plan obligation and expenditures of the Project in the specific case where contracting for procurement will take place after the fiscal year of the Project Budget (Appendix A); or
3. the PUBLIC BODY does not submit a Request for Payment under Section 3 of this Agreement within sixty (60) days after delivery/completion and acceptance of the Project.

SECTION 7 – CONTRACTS UNDER THIS GRANT

Prior to execution, the PUBLIC BODY shall submit to the MTA for its review and approval any third party contract proposed to be executed in accordance with this section in conformity with Section C, paragraph 2 of the "Guidelines for Project Administration," which is attached as Exhibit B to this SUBGRANTEE AGREEMENT.

SECTION 8 – NO MTA OBLIGATIONS TO THIRD PARTIES

Neither MDOT nor the MTA shall be subject to any obligations or liabilities by contractors of the PUBLIC BODY or their subcontractors or any other person not a party to this Grant in connection with the performance of the Project pursuant to the provisions of this Grant without the specific consent of the MTA and MDOT and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

SECTION 9 – REPORTS AND RECORDS

The PUBLIC BODY shall submit to the MTA such progress narrative, financial and statistical reports relative to the Project in a form and at such times as prescribed by the MTA in Section D, paragraph 3 of the "Guidelines for Project Administration," which is attached as Exhibit B to this SUBGRANTEE AGREEMENT.

SECTION 10 – DOCUMENTATION OF PROJECT COSTS

The PUBLIC BODY shall assure that all costs charged to the Project, including any approved services contributed by the PUBLIC BODY or others, are supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges as described in Section D, paragraph 4 of the "Guidelines for Project Administration," which is attached as Exhibit B to this SUBGRANTEE AGREEMENT.

SECTION 11 – PROJECT ADMINISTRATION

The PUBLIC BODY shall designate a Project Director to act on its behalf in the negotiation of matters arising out of the SUBGRANTEE AGREEMENT and to assume supervisory responsibility for the administration of the Project.

The PUBLIC BODY shall administer the Project in accordance with the "Guidelines for Project Administration," which is incorporated by reference in this SUBGRANTEE AGREEMENT and attached as Exhibit B.

The Administrator of the MTA or his designee shall be the authorized agent to act on behalf of the Secretary, MDOT, and the MTA in the administration of this Grant. The Administrator's designee for the project is named in Exhibit C to this Agreement.

SECTION 12 – PROJECT SETTLEMENT AND CLOSE-OUT

The MTA may utilize a final audit of the Project to determine the final financial settlement of the Project. If it is determined, as a result of audit, that the MTA has made payments in excess of the amount provided for in Section 3 above, the PUBLIC BODY shall promptly remit to the MTA such excess amounts. PUBLIC BODY's covenant to repay such excess amounts shall survive the termination of this Agreement. The PUBLIC BODY shall retain on file all records relating to the Project for three (3) years after project settlement and closeout. The retention period starts upon notification by the MTA that the federal project has been closed out on a statewide basis regardless of the close of the project period.

SECTION 13 – FEDERAL REGULATIONS

Exhibit A, Special Section 5333 (b) Warranty, also a part of this Agreement, establishes requirements concerning the impact of the Project upon employees of the GRANTEE or other surface transportation providers.

SECTION 14 – THE SUBGRANTEE AGREEMENT

This SUBGRANTEE AGREEMENT consists of:

This Public Transportation Capital SUBGRANTEE AGREEMENT (Section 1 – 25)
Grant Application
Appendix A, Project Budget and Description

Located in ProjectWise under 22 – Locally Operated Transit Systems,
Folder *Grant Exhibits & Master Agreement Documents*:
Exhibit A: Special Section 5333(b)Warranty
FTA Master Agreement
Exhibit B: *Guidelines for Project Administration*
Exhibit C: Authorized Designee for the Project
Exhibit D: FTA Master Agreement

All exhibits to this grant agreement are located in the ProjectWise database, which MTA has granted the PUBLIC BODY access. By signing this document, the PUBLIC BODY acknowledges it has received the exhibits and that these documents are incorporated into this grant agreement.

SECTION 15 – APPLICABLE LAWS

The PUBLIC BODY shall comply with all applicable Federal, State and local laws in expending Grant funds and in conducting the Project.

The term of this Agreement shall commence upon signing hereof and shall terminate when all payments of the Grant, as defined in Section 3, have been paid.

SECTION 16 – SUSPENSION AND TERMINATION

MTA reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate all or in part, if:

- (a) PUBLIC BODY fails to fulfill any of the terms of this Agreement;
- (b) PUBLIC BODY violates or fails any of the terms of this Agreement; or
- (c) Funds are not appropriated by the General Assembly of Maryland to fund this Grant.

Termination of this Agreement will not invalidate obligations properly incurred by the PUBLIC BODY prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from MTA (on behalf of MDOT) of any or all funds, or the closing out of MDOT and/or MTA's financial participation under this Agreement, shall not constitute a waiver of any claim which MDOT and/or MTA may otherwise have arising out of this Agreement. If, upon termination of this Agreement, it is determined by the MDOT and/or MTA that funds are due to MDOT and/or MTA, the PUBLIC BODY shall promptly remit such amount to MTA within forty-five (45) days following written notification to the PUBLIC BODY. The PUBLIC BODY's agreement to remit any excess Grant funds to the MDOT and/or MTA shall survive the termination of this Agreement.

In addition to the MDOT and/or MTA's remedies under Section 16, MDOT and/or MTA may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all which may be exercised contemporaneously with each other and all of which rights and remedies shall survive termination of this Agreement.

SECTION 17 – HOLD HARMLESS

To the extent permitted by the laws of the State of Maryland, existing appropriations or available insurance coverage and expressly subject to Section 5-301 et seq. of the Court and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the Local Government Tort Claims Act, and except in the event of the MTA's negligence or willful misconduct, Public Body shall protect, indemnify, and defend and hold harmless, and shall require in its agreements with contractors and subcontractors that they shall protect, indemnify, defend and hold harmless MTA, its officers, agents, employees, successors and assigns or contractors, against and with respect to any and all liabilities arising out of or in any way connected with the exercise or performance by Public Body (or its agents, officers, employees, successors or assigns or contractors) of any of its rights or obligations hereunder.

SECTION 18 – MARYLAND LAW

The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

SECTION 19 - PAYMENTS

All payments hereunder by the MDOT and/or MTA to the PUBLIC BODY are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, as amended and supplemented.

SECTION 20 – STATE DRUG AND ALCOHOL

MDOT and MTA and the PUBLIC BODY shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and must remain in compliance throughout the term of this Agreement.

SECTION 21 – NON-DISCRIMINATION

MDOT, MTA and the PUBLIC BODY certify that they prohibit, and covenant that they will continue to prohibit discrimination on the basis of:

- a. age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation,
- b. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- c. the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, MDOT, MTA or the PUBLIC BODY will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

SECTION 22 – PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction,

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

SECTION 23 – AMENDMENTS

This SUBGRANTEE AGREEMENT as described in Section 14 constitutes the entire agreement between MDOT and the PUBLIC BODY. Any amendments to this SUBGRANTEE AGREEMENT signed by all parties, including amendments to the Project Description or the Project Budget must be made by formal amendment to the SUBGRANTEE AGREEMENT, except that reallocations of funds among budget items which do not increase the total amount of the Grant shall only require prior written authorization from the MTA and the issuance of a new Project Budget.

SECTION 24 – ASSIGNMENT

This Agreement shall inure to and bind upon parties hereto, their agents, successors, and assigns, to the extent an assignment has been approved pursuant to Section 7 of this Agreement.

The PUBLIC BODY shall not assign any portion of the work to be performed under this Agreement or execute any contract, amendment, or change-order thereto, or obligate itself in any manner with any third-party with respect to its rights and responsibilities under this Agreement without MDOT MTA review, approval, and concurrence prior to execution.

SECTION 25 – OFFER AND ACCEPTANCE

A. Execution of Grant

This Grant may be simultaneously executed in duplicate or several counterpart originals, each of which shall be deemed to be an original having identical legal effect.

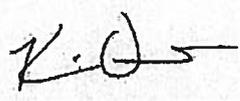
B. Offer

When dated and signed by the MTA, this instrument shall constitute an offer which should be accepted by the PUBLIC BODY by execution within sixty (60) days of such date. The MTA may withdraw any offer not accepted within the above sixty (60) days period.

The MTA has duly executed this offer this 7th day of December, 2020

WITNESS BY:

Loretta H. Shields


Digitally signed by
Kevin B. Quinn, M.
Date: 2020.11.07

Administrator
Maryland Transit Administration

C. Acceptance

The PUBLIC BODY does hereby ratify and adopt all statements, representations, warranties, covenants and agreements contained in the Application and supporting materials submitted to it, and does hereby accept the MTA's offer and agrees to all of the terms and conditions thereof.

This _____ day of _____, 2020.

WITNESS:

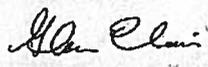
By: _____

Title: _____

Approved as to form and legal sufficiency:

Robert Abrahams
Assistant Attorney General
Maryland Transit Administration

Funds Available:


Digitally signed by Glenn E.
Davis
Date: 2020.11.25 18:11:16
-05'00'

Chief Financial Officer/Director Of Finance
Maryland Transit Administration

D. Certificate of PUBLIC BODY'S Attorney

I, Patrick E. Thompson, acting as Attorney for the PUBLIC BODY, do hereby certify that I have examined this Grant and the proceedings taken by the PUBLIC BODY relating thereto, and find that the acceptance of the MDOT's and MTA's offer by the PUBLIC BODY has been duly authorized and that the execution of this grant is in all respect due and proper and in accordance with applicable State and local law and further that, in my opinion, said Grant constitutes a legal and binding obligation of the PUBLIC BODY in accordance with the terms thereof. I further certify that to the best of my knowledge, there is no legislation or litigation pending or threatened, which might affect the performance of the Project in accordance with the terms of this Grant.

Dated this 22nd day of December, 2020

By: Patrick E. Thompson

Title: County Attorney

EXECUTION OF SUBGRANTEE AGREEMENT

There are several identical counterparts of this SUBGRANTEE AGREEMENT in typewritten hard copy; each counterpart is to be fully signed in writing by the duly authorized officials of FTA or the Federal Government and the Grant Recipient, and each counterpart is deemed to be an original having identical legal effect. Upon full execution of this SUBGRANTEE AGREEMENT by the Grant Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this SUBGRANTEE AGREEMENT.

The Grant Recipient, by executing this SUBGRANTEE AGREEMENT, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this SUBGRANTEE AGREEMENT.

Executed by the Grant Recipient this _____ day of _____, 2020.

ATTEST:

BY:

Signature: _____

Signature: _____

Name (Print/Type): _____

Name (Print/Type): _____

TITLE AND ORGANIZATION

TITLE AND ORGANIZATION

APPENDIX A

PUBLIC BODY Queen Anne's County

BUDGET NO One (1) – Dated 11/2/2020

GRANT NO QA24LUC2021
 QA245311C2021
 QA245339C2021
 QA245339C2021
 QA245339C2021
 -
 -
 -
 -
 -
 -

CAPITAL PROJECT NUMBER 1513-0650
 1513-0550
 1513-0450
 1513-0450
 1513-0450

PROJ. PERIOD 7/1/2020-6/30/2023

CFDA #:

**Program Budget
 And
 Allocation of Grant Funds
 Fiscal Year 2021**

<u>Project No.</u>	<u>Description</u>	<u>Line Item</u>	<u>ESTIMATED Net Project Funds</u>	<u>Federal Funds</u>	<u>State Funds</u>	<u>Local Funds</u>
QA24LUC2021	Preventive Maintenance	-	43,350	-	34,680	8,670
QA245311C2021	Preventive Maintenance	11.7A.00	49,000	39,200	-	9,800
QA245339C2021	Small Replacement Bus - 350	11.12.04	66,865	53,492	-	13,373
QA245339C2021	Small Replacement Bus - 261	11.12.04	70,180	56,144	-	14,036
QA245339C2021	Small Replacement Bus - 340	11.12.04	66,865	53,492	-	13,373
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
	Total		296,260	202,328	34,680	59,252

**MARYLAND DEPARTMENT OF TRANSPORTATION
 MARYLAND TRANSIT ADMINISTRATION
 CAPITAL ASSISTANCE REQUEST FOR PAYMENT**

PUBLIC BODY: Queen Anne's County
FEDERAL I.D. NUMBER: 52-1011271
PROJECT NUMBER(S): QA24LUC2021
 1513-0650 QA24

PCA: _____ **AOBJ:** _____

PAYMENT PERIOD: _____

PAYMENT TO BE FORWARDED TO: _____
 Agency/County

 Street

 City State Zip Code

I. Capital Program Outlays

Project Budget

<u>Line Item Code</u>	<u>Project Expenditures</u>	<u>Cumulative</u>
Preventive Maintenance	\$ _____	\$ _____

II. Financing of Project Cost

A. Total Federal Share		
.00 x Project Expenditure	\$ _____	\$ _____
B. Total State Share		
.80 x Project Expenditure	\$ _____	\$ _____
C. Total Local Share		
.20 x Project Expenditure	\$ _____	\$ _____

III. Request for Payment

Total Federal, State & Local Shares (Section II, Line A + Line B + Line C)	\$ _____
Total Payment Now Requested	\$ _____

Submitted by: _____
 Signature: _____
 Title: _____
 Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
 MARYLAND TRANSIT ADMINISTRATION
 CAPITAL ASSISTANCE REQUEST FOR PAYMENT**

PUBLIC BODY: Queen Anne's County
FEDERAL I.D. NUMBER: 52-1011271
PROJECT NUMBER(S): QA245311C2021
 1800 1513-0550 QA24

PCA: _____ **AOBJ:** _____

PAYMENT PERIOD: _____

PAYMENT TO BE FORWARDED TO: _____
 Agency/County

 Street

 City State Zip Code

I. Capital Program Outlays

<u>Project Budget</u>		<u>Project Expenditures</u>	<u>Cumulative</u>
<u>Line Item Code</u>			
11.7A.00 - Preventive Maintenance		\$ _____	\$ _____

II. Financing of Project Cost

A. Total Federal Share			
.80 x Project Expenditure		\$ _____	\$ _____
B. Total State Share			
.00 x Project Expenditure		\$ _____	\$ _____
C. Total Local Share			
.20 x Project Expenditure		\$ _____	\$ _____

III. Request for Payment

Total Federal, State & Local Shares (Section II, Line A + Line B + Line C)	\$ _____
Total Payment Now Requested	\$ _____

Submitted by: _____
 Signature: _____
 Title: _____
 Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
 MARYLAND TRANSIT ADMINISTRATION
 CAPITAL ASSISTANCE REQUEST FOR PAYMENT**

PUBLIC BODY: Queen Anne's County
FEDERAL I.D. NUMBER: 52-1011271
PROJECT NUMBER(S): QA245339C2021
 3400 1513-0450 QA24

PCA: _____ **AOBJ:** _____

PAYMENT PERIOD: _____

PAYMENT TO BE FORWARDED TO: _____
 Agency/County _____
 Street _____
 City _____ State _____ Zip Code _____

I. Capital Program Outlays

<u>Project Budget Line Item Code</u>	<u>Project Expenditures</u>	<u>Cumulative</u>
11.12.04 - Small Replacement Bus - 350	\$ _____	\$ _____

II. Financing of Project Cost

A. Total Federal Share .80 x Project Expenditure	\$ _____	\$ _____
B. Total State Share .00 x Project Expenditure	\$ _____	\$ _____
C. Total Local Share .20 x Project Expenditure	\$ _____	\$ _____

III. Request for Payment

Total Federal, State & Local Shares (Section II, Line A + Line B + Line C)	\$ _____
Total Payment Now Requested	\$ _____

Submitted by: _____
 Signature: _____
 Title: _____
 Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
CAPITAL ASSISTANCE REQUEST FOR PAYMENT**

PUBLIC BODY: Queen Anne's County
FEDERAL I.D. NUMBER: 52-1011271
PROJECT NUMBER(S): QA245339C2021
 3400 1513-0450 QA24

PCA: _____ **AOBJ:** _____

PAYMENT PERIOD: _____

PAYMENT TO BE FORWARDED TO: _____
 Agency/County

 Street

 City State Zip Code

I. Capital Program Outlays

<u>Project Budget Line Item Code</u>	<u>Project Expenditures</u>	<u>Cumulative</u>
11.12.04 - Small Replacement Bus - 261	\$ _____	\$ _____

II. Financing of Project Cost

A. Total Federal Share .80 x Project Expenditure	\$ _____	\$ _____
B. Total State Share .00 x Project Expenditure	\$ _____	\$ _____
C. Total Local Share .20 x Project Expenditure	\$ _____	\$ _____

III. Request for Payment

Total Federal, State & Local Shares (Section II, Line A + Line B + Line C)	\$ _____
Total Payment Now Requested	\$ _____

Submitted by: _____
 Signature: _____
 Title: _____
 Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
CAPITAL ASSISTANCE REQUEST FOR PAYMENT**

PUBLIC BODY: Queen Anne's County
FEDERAL I.D. NUMBER: 52-1011271
PROJECT NUMBER(S): QA245339C2021
 3400 1513-0450 QA24

PCA: _____ **AOBJ:** _____

PAYMENT PERIOD: _____

PAYMENT TO BE FORWARDED TO: _____
 Agency/County _____
 Street _____
 City _____ State _____ Zip Code _____

I. Capital Program Outlays

Project Budget
Line Item Code

	<u>Project Expenditures</u>	<u>Cumulative</u>
11.12.04 - Small Replacement Bus - 340	\$ _____	\$ _____

II. Financing of Project Cost

A. Total Federal Share .80 x Project Expenditure	\$ _____	\$ _____
B. Total State Share .00 x Project Expenditure	\$ _____	\$ _____
C. Total Local Share .20 x Project Expenditure	\$ _____	\$ _____

III. Request for Payment

Total Federal, State & Local Shares (Section II, Line A + Line B + Line C)	\$ _____
Total Payment Now Requested	\$ _____

Submitted by: _____
 Signature: _____
 Title: _____
 Date: _____

DEPARTMENT OF COMMUNITY SERVICES



Queen Anne's County

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

Area Agency on Aging
104 Powell St
Centreville, MD 21617

Telephone: (410) 758-0848
Fax: (410) 758-4489
TDD: (410) 758-2126
E-mail: agingadmin@qac.org

Catherine Riggs Willis, LMSW, Director

DATE: January 6, 2021

TO: Q.A. County Commissioners

ACTION ITEM

FROM: Cathy Willis *[Signature]*

RE: Maryland Transit Administration (MTA) Operating Grant Agreements

Attached you will find the MTA Operating Grant Agreements packet for FY 2021. Signing these documents informs MTA that Queen Anne's County accepts the Federal and State funding to support transit services and County Ride the Locally Owned Transit System of Queen Anne's County.

The FY21 operating federal and state allocations continue to support the necessary budget and county dollars will be also be decreased this year due to the additional CARES Act Funding for the transit programs. County Attorney, Patrick Thompson, has reviewed and signed the documents.

Please let me know if you have any question or concerns. Thank you for your assistance with the execution of these documents. If the Commission President Corchiarino could sign as the Grant Recipient and have it witnessed, we would greatly appreciate it. Those individuals depending on transit services in Queen Anne's County for life saving dialysis treatment, medical appointments, and transport to and from work appreciate your support of our services.

Requested Action:

We, the Queen Anne's County Commissioners do hereby accept the Maryland Transit Administration (MTA) Operating Grant Agreements packet to certify that the Queen Anne's County Department of Community Services Area Agency on Aging will operate the Public Transit System and accept the awards as offered by the State of Maryland Department of Transportation for FY2021.

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STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION

FISCAL YEAR 2021
OPERATING GRANT AGREEMENT

GRANT NUMBERS FEDERAL	QA245311O2021 - - -
GRANT NUMBERS STATE	QA24STAPO2021 QA24LUO2021 - - -
PUBLIC BODY	Queen Anne's County
PROJECT TIME PERIOD	7/1/2020-6/30/2021
PROJECT DESCRIPTION	5311 Operating, Rural - - - - SSTAP Operating Large Urban Operating - - -
CFDA #	20.509

	<u>FEDERAL</u> <u>PROJECTS</u>	<u>STATE</u> <u>PROJECTS</u>
ESTIMATED NET PROJECT COST	193,500	598,753
FEDERAL SHARE	96,750	0
STATE SHARE	46,496	251,018
LOCAL SHARE	50,254	83,672
LOCAL OVERMATCH	0	264,063

This Grant Agreement by and between Queen Anne's County (hereinafter referred to as the "PUBLIC BODY") and the MARYLAND DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "MDOT"), an instrumentality of the State of Maryland, and the Maryland Transit Administration (hereinafter referred to as "MTA"), a modal agency of MDOT.

WITNESSETH:

WHEREAS, pursuant to Section 2-103 (i) (2) of the Transportation Article, Annotated Code of Maryland, the Secretary of Transportation (hereinafter referred to as "the Secretary"), to the extent permitted by the State budget, is authorized to make grants-in-aid to any governmental transportation agency within the State of Maryland, including any county agency, bi-county agency, multi-jurisdictional agency or municipal agency, or any other person for any transportation related purpose; and

WHEREAS, pursuant to Section 2-103 (i) (1) of the Transportation Article, Annotated Code of Maryland, the Secretary has the authority to apply for and receive grants; and

WHEREAS, pursuant to Section 7-204(e) of the Transportation Article, Annotated Code of Maryland, the MTA has the authority to apply for and receive grants; and

WHEREAS the MTA has been designated as the recipient of Federal Transit Act grant funds to local political subdivisions to fund operating expenses associated with the provision of transportation services; and

WHEREAS, pursuant to Section 7-202(b)(2) of the Transportation Article, Annotated Code of Maryland, the Secretary has delegated to and authorized the Administrator of the MTA (hereinafter referred to as "Administrator") to be the authorized agent to act on behalf of the Secretary to administer the Federal Transit Administration (FTA)'s grant programs and to administer grants to the designated recipients; and

WHEREAS, in accordance with Maryland's Operating Assistance Program and with the public transportation programs for Maryland's urban and non-urbanized areas, the MTA will provide to qualifying local public agencies within the State of Maryland federal funds granted to the MTA by Federal Transit Administration (FTA) together with State funds to assist in financing the net operating costs of approved public transportation projects in accordance with MDOT's program pursuant to Section 2-103.3 of the Transportation Article, Annotated Code of Maryland and with MTA's program formulas;

WHEREAS, the PUBLIC BODY has applied to the MTA for operating assistance under the terms and conditions of the MTA's programs to assist in providing improved transportation services, and,

WHEREAS, the MTA has applied for and received Federal Grants from the FTA under the provision of Section(s) 5307, 5311 of the Federal Transit Act, Amendments of 1991, to assist the funding of the public transportation service described on the first page of this grant; and

WHEREAS, the MTA has reviewed the application and the supporting documents submitted by the PUBLIC BODY and has approved the application as submitted and the Secretary has agreed to make this grant; and

WHEREAS, the Secretary has authorized the Administrator (a) to execute grant agreements on behalf of the Maryland Transit Administration with the U.S. Department of Transportation for aid in the financing of operating and planning expenses and capital improvements of projects and budgets; and (b) to enter into grant agreements and award grants to sub-grantees for aid in the financing of the sub-grantees' operating and planning expenses and capital improvement projects.

The MTA HEREBY makes a grant to the PUBLIC BODY for the purpose stated herein and subject to all the conditions set forth herein. Pursuant to its delegated authority, MTA will administer the grant as provided in this Agreement. MTA is committed to carrying out the federal grant program and ensuring that all applicable federal requirements are met.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1 – PURPOSE OF GRANT

The purpose of this Grant is to provide for the undertaking of a public transportation service (hereinafter referred to as the "Project") with financial assistance (hereinafter referred to as "Operating Assistance") to the PUBLIC BODY under MTA's public transportation program for the Projects contained in this agreement and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken. The Operating Assistance provided by this Grant consists of a combination of federal, as provided for in a contract executed between FTA and the MTA, and State funds provided by the MDOT and Local funds provided by Queen Anne's County.

With respect to the federal funds provided to the MTA for the Project, the PUBLIC BODY is deemed by FTA to be a "subgrantee".

SECTION 2 – THE PROJECT

The Project involves the continued or improved operation of the public transportation of the PUBLIC BODY for the time period stated on page one (1).

The PUBLIC BODY agrees to undertake and complete the Project substantially as described in its application, filed with and approved by the MTA and the Secretary, incorporated in this Grant by reference, and in accordance with the terms and conditions of this Grant.

SECTION 3 – OPERATING ASSISTANCE

In order to assist the PUBLIC BODY in financing the eligible net cost of its Project, such net project cost estimated to be the amount appearing on page one (1) of this Grant, the MTA will provide Operating Assistance for the period 7/1/2020-6/30/2021 as follows:

- A. Federal funds granted to the MDOT/MTA by FTA are not to exceed the amounts shown on page 10 and,
- B. State funds are not to exceed the amounts shown on page 10.

The PUBLIC BODY agrees that it will provide local public funds from sources other than federal funds, (except approved unrestricted federal funds) or from revenues from the Project in an amount sufficient, together with the Operating Assistance to assure payment of the actual Net Project cost.

SECTION 4 – NET PROJECT COST

The Net Project Cost shall be the amount of the total eligible project expenses that exceed the total eligible project income, as determined by the MTA. The estimated Net Project cost is shown on the first page of this Agreement.

SECTION 5 – THE PROJECT BUDGET

The Project Budget and Allocation of Operating Assistance is incorporated herein as Appendix A. Reallocation of Capital Assistance funds between budget items during the Project Time Period which does not increase the maximum amount of funds provided, will require prior approval by the MTA.

SECTION 6 – COMPENSATION AND METHOD OF PAYMENT

The total amount of Operating Assistance will be paid by the MTA on behalf of MDOT to the PUBLIC BODY. Payment will be made upon receipt and approval by the MTA of a Request for Payment submitted by the PUBLIC BODY in conformity with Section D, paragraph two, of the "Guidelines for Project Administration," which is attached as Exhibit B to this Grant Agreement.

Notwithstanding anything herein to the contrary, the MTA shall not provide the Operating Assistance described in Section 3 in the event that:

1. the PUBLIC BODY has not executed a contract for the Project as described in Appendix A within the fiscal year of the Project Budget; or
2. the PUBLIC BODY does not submit a Request for Payment under Section 3 of this Agreement within sixty (60) days after delivery/completion and acceptance of the Project.

SECTION 7 – CONTRACTS UNDER THIS GRANT

Prior to execution, the PUBLIC BODY shall submit to the MTA for its review and approval any third party contract proposed to be executed in accordance with this section in conformity with Section C, paragraph 2 of the "Guidelines for Project Administration," which is attached as Exhibit B to this Grant Agreement.

SECTION 8 – NO MTA OBLIGATIONS TO THIRD PARTIES

Neither MDOT nor the MTA shall be subject to any obligations or liabilities by contractors of the PUBLIC BODY or their subcontractors or any other person not a party to this Grant in connection with the performance of the Project pursuant to the provisions of this Grant without the specific consent of the MTA and MDOT and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

SECTION 9 – REPORTS AND RECORDS

The PUBLIC BODY shall submit to the MTA such progress narrative, financial and statistical reports relative to the Project in a form and at such times as prescribed by the MTA in Section D, paragraph 3 of the "Guidelines for Project Administration," which is attached as Exhibit B to this Grant Agreement.

SECTION 10 – DOCUMENTATION OF PROJECT COSTS

The PUBLIC BODY shall assure that all costs charged to the Project, including any approved services contributed by the PUBLIC BODY or others, are supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges as described in Section D, paragraph 4 of the "Guidelines for Project Administration," which is attached as Exhibit B to this Grant Agreement.

SECTION 11 – PROJECT ADMINISTRATION

The PUBLIC BODY shall designate a Project Director to act on its behalf in the negotiation of matters arising out of the Grant Agreement and to assume supervisory responsibility for the administration of the Project.

The PUBLIC BODY shall administer the Project in accordance with the "Guidelines for Project Administration," which is incorporated by reference in this Grant Agreement and attached as Exhibit B.

The Administrator of the MTA or his designee shall be the authorized agent to act on behalf of the Secretary, MDOT, and the MTA in the administration of this Grant. The Administrator's designee for the project is named in Exhibit C to this Agreement.

SECTION 12 – PROJECT SETTLEMENT AND CLOSE-OUT

The MTA may utilize a final audit of the Project to determine the final financial settlement of the Project. If it is determined, as a result of audit, that the MTA has made payments in excess of the amount provided for in Section 3 above, the PUBLIC BODY shall promptly remit to the MTA such excess amounts. PUBLIC BODY's covenant to repay such excess amounts shall survive the termination of this Agreement. The PUBLIC BODY shall retain on file all records relating to the Project for three (3) years after Project settlement and closeout. The retention period starts upon notification by the MTA that the federal project has been closed out on a statewide basis regardless of the close of the project period. If any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained beyond the three-year period until all litigation, claims, or audit finding involving the records have been resolved.

SECTION 13 – FEDERAL REGULATIONS

Exhibit A, Special Section 5333 (b) Warranty, also a part of this Agreement, establishes requirements concerning the impact of the Project upon employees of the GRANTEE or other surface transportation providers.

SECTION 14 – THE GRANT AGREEMENT

This Grant Agreement consists of:

- This Public Transportation Operating Grant Agreement (Section 1 – 25)
- Grant Application
- Appendix A, Project Budget and Description

Located in ProjectWise under 22 – Locally Operated Transit Systems,
Folder *Grant Exhibits & Master Agreement Documents*:

- Exhibit A: Special Section 5333(b)Warranty
- Exhibit B: *Guidelines for Project Administration*
- Exhibit C: Authorized Designee for the Project
- Exhibit D: FTA Master Agreement

All exhibits to this grant agreement are located in the ProjectWise database, which MTA has granted the PUBLIC BODY access. By signing this document, the PUBLIC BODY acknowledges it has received the exhibits and that these documents are incorporated into this grant agreement.

SECTION 15 – APPLICABLE LAWS

The PUBLIC BODY shall comply with all applicable Federal, State and local laws in expending Grant funds and in conducting the Project.

The term of this Agreement shall commence upon signing hereof and shall terminate when all payments of the Grant, as defined in Section 3, have been paid.

SECTION 16 – SUSPENSION AND TERMINATION

MTA reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate all or in part, if:

- (a) PUBLIC BODY fails to fulfill any of the terms of this Agreement;
- (b) PUBLIC BODY violates or fails any of the terms of this Agreement; or
- (c) Funds are not appropriated by the General Assembly of Maryland to fund this Grant.

Termination of this Agreement will not invalidate obligations properly incurred by the PUBLIC BODY prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from MTA (on behalf of MDOT) of any or all funds, or the closing out of MDOT and/or MTA's financial participation under this Agreement, shall not constitute a waiver of any claim which MDOT and/or MTA may otherwise have arising out of this Agreement. If, upon termination of this Agreement, it is determined by the MDOT and/or MTA that funds are due to MDOT and/or MTA, the PUBLIC BODY shall promptly remit such amount to MTA within forty-five (45) days following written notification to the PUBLIC BODY. The PUBLIC BODY's agreement to remit any excess Grant funds to the MDOT and/or MTA shall survive the termination of this Agreement.

In addition to the MDOT and/or MTA's remedies under the state and federal programs as described in Appendix A, MDOT and/or MTA may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all which may be exercised contemporaneously with each other and all of which rights and remedies shall survive termination of this Agreement.

SECTION 17 – HOLD HARMLESS

To the extent permitted by the laws of the State of Maryland, existing appropriations or available insurance coverage and expressly subject to Section 5-301 et seq. of the Court and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the Local Government Tort Claims Act, and except in the event of the MTA's negligence or willful misconduct, Public Body shall protect, indemnify, and defend and hold harmless, and shall require in its agreements with contractors and subcontractors that they shall protect, indemnify, defend and hold harmless MTA, its officers, agents, employees, successors and assigns or contractors, against and with respect to any and all liabilities arising out of or in any way connected with the exercise or performance by Public Body (or its agents, officers, employees, successors or assigns or contractors) of any of its rights or obligations hereunder.

SECTION 18 – MARYLAND LAW

The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

SECTION 19 - PAYMENTS

All payments hereunder by the MDOT and/or MTA to the PUBLIC BODY are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, as amended and supplemented.

SECTION 20 – STATE DRUG AND ALCOHOL

MDOT and MTA and the PUBLIC BODY shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and must remain in compliance throughout the term of this Agreement.

SECTION 21 – NON-DISCRIMINATION

MDOT, MTA and the PUBLIC BODY certify that they prohibit, and covenant that they will continue to prohibit discrimination on the basis of:

- a. age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation,
- b. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- c. the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, MDOT, MTA or the PUBLIC BODY will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

SECTION 22 – PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction,

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

SECTION 23 – AMENDMENTS

This SUBGRANTEE AGREEMENT as described in Section 14 constitutes the entire agreement between MDOT and the PUBLIC BODY. Any amendments to this SUBGRANTEE AGREEMENT signed by all parties, including amendments to the Project Description or the Project Budget must be made by formal amendment to the SUBGRANTEE AGREEMENT, except that reallocations of funds among budget items which do not increase the total amount of the Grant shall only require prior written authorization from the MTA and the issuance of a new Project Budget.

SECTION 24 – ASSIGNMENT

This Agreement shall inure to and bind upon parties hereto, their agents, successors, and assigns, to the extent an assignment has been approved pursuant to Section 7 of this Agreement.

The PUBLIC BODY shall not assign any portion of the work to be performed under this Agreement or execute any contract, amendment, or change-order thereto, or obligate itself in any manner with any third-party with respect to its rights and responsibilities under this Agreement without MDOT MTA review, approval, and concurrence prior to execution.

SECTION 25 – OFFER AND ACCEPTANCE

A. Execution of Grant

This Grant may be simultaneously executed in duplicate or several counterpart originals, each of which shall be deemed to be an original having identical legal effect.

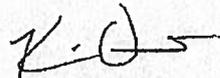
B. Offer

When dated and signed by the MTA, this instrument shall constitute an offer which should be accepted by the PUBLIC BODY by execution within sixty (60) days of such date. The MTA may withdraw any offer not accepted within the above sixty (60) days period. Upon acceptance of the offer, the effective date of the Grant shall be the date on which this offer was executed by the MTA.

The MTA has duly executed this offer this 9th day of December, 2020

WITNESS BY:

Loretta H. Shields



Digitally signed by
Kevin B. Quinn, Jr.
Date: 2020.12.09

Administrator
Maryland Transit Administration

C. Acceptance

The PUBLIC BODY does hereby ratify and adopt all statements, representations, warranties, covenants and agreements contained in the Application and supporting materials submitted to it, and does hereby accept the MTA's offer and agrees to all of the terms and conditions thereof.

This _____ day of _____, 2020.

WITNESS:

By: _____

Title: _____

Approved as to form and legal sufficiency:

Robert Abrahams

Assistant Attorney General
Maryland Transit Administration

Funds Available:



Digitally signed by Glenn E. Davis
Date: 2020.11.25 15:02:34 -05'00'

Chief Financial Officer/Director Of Finance
Maryland Transit Administration

D. Certificate of PUBLIC BODY'S Attorney

I, Patrick S. Thompson, acting as Attorney for the PUBLIC BODY, do hereby certify that I have examined this Grant and the proceedings taken by the PUBLIC BODY relating thereto, and find that the acceptance of the MDOT's and MTA's offer by the PUBLIC BODY has been duly authorized and that the execution of this grant is in all respect due and proper and in accordance with applicable State and local law and further that, in my opinion, said Grant constitutes a legal and binding obligation of the PUBLIC BODY in accordance with the terms thereof. I further certify that to the best of my knowledge, there is no legislation or litigation pending or threatened, which might affect the performance of the Project in accordance with the terms of this Grant.

Dated this 22nd day of December, 2020

By: Patrick S. Thompson

Title: County Attorney

EXECUTION OF GRANT AGREEMENT

There are several identical counterparts of this Grant Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the duly authorized officials of FTA or the Federal Government and the Grant Recipient, and each counterpart is deemed to be an original having identical legal effect. Upon full execution of this Grant Agreement by the Grant Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

The Grant Recipient, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

Executed by the Grant Recipient this _____ day of _____, 2020.

ATTEST:

BY:

Signature: _____

Signature: _____

Name (Print/Type): _____

Name (Print/Type): _____

TITLE AND ORGANIZATION

TITLE AND ORGANIZATION

APPENDIX A

PUBLIC BODY Queen Anne's County
BUDGET NO One (1) – Dated 11/2/2020
GRANT NO QA245311O2021
 -
 -
 -
 -
 QA24STAPO2021
 QA24LUO2021
 -
 -
PROJ. PERIOD 7/1/2020-6/30/2021
CFDA # 20.509

**Program Budget
 And
 Allocation of Grant Funds
 Fiscal Year 2021**

<u>Project No.</u>	<u>Description</u>	<u>Line Item</u>	<u>ESTIMATED Net Project Funds</u>	<u>Federal Funds</u>	<u>State Funds</u>	<u>Local Funds</u>	<u>Local Overmatch*</u>
QA245311O2021	5311 Operating, Rural	30.09.01	193,500	96,750	46,496	50,254	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
QA24STAPO2021	SSTAP Operating	-	426,815	-	122,064	40,688	264,063
QA24LUO2021	Large Urban Operating	-	171,938	-	128,954	42,984	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
	Total		792,253	96,750	297,514	133,926	264,063

*Local Funds plus Local Overmatch equals local shown in ATP, which will cover the actual cost of the service.

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
OPERATING ASSISTANCE REQUEST FOR PAYMENT**

GRANTEE: Queen Anne's County

FEDERAL ID NO.: 52-1011271

PROJECT NUMBER: QA24STAPO2021

QA24

ADDRESS: _____

PCA: _____ **AOBJ:** _____

**Current
Period**

**Cumulative
This FY**

I. OPERATING REVENUE AND EXPENSE SUMMARY

A. Eligible Operating Expenses

Actual from: _____ to _____ \$ _____ \$ _____

Total Expenses \$ _____ \$ _____

B. Operating & Other Revenue Not Includable as Local Share

Actual from: _____ to _____ \$ _____ \$ _____

Total Revenue \$ _____ \$ _____

C. Total Net Project Cost (Section I, Line A - Line B) \$ _____ \$ _____

II. FINANCING OF ESTIMATED NET PROJECT COST

A. Total Federal Share

.0000 x Net Project Cost \$ _____ \$ _____

B. Total State Share

.7500 x Net Project Cost \$ _____ \$ _____

C. Total Local Share

.2500 x Net Project Cost \$ _____ \$ _____

D. Local Overmatch \$ _____ \$ _____

Itemize Local Share by Source

_____ \$ _____

_____ \$ _____

_____ \$ _____

III. REQUESTED PAYMENT

Total Federal, State & Local Shares (Section II, Line A + Line B + Line C + Line D) \$ _____

Total Payment Now Requested \$ _____

Submitted by: _____

Signature: _____

Title: _____

Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
OPERATING ASSISTANCE REQUEST FOR PAYMENT**

GRANTEE: Queen Anne's County

FEDERAL ID NO. 52-1011271

PROJECT NUMBER: QA24531102021

1804

QA24

ADDRESS: _____

PCA: _____ **AOBJ:** _____

**Current
Period**

**Cumulative
This FY**

I. OPERATING REVENUE AND EXPENSE SUMMARY

A. Eligible Operating Expenses

Actual from: _____ to _____ \$ _____ \$ _____

Total Expenses \$ _____ \$ _____

B. Operating & Other Revenue Not Includable as Local Share

Actual from: _____ to _____ \$ _____ \$ _____

Total Revenue..... \$ _____ \$ _____

C. Total Net Project Cost (Section I, Line A - Line B) \$ _____ \$ _____

II. FINANCING OF ESTIMATED NET PROJECT COST

A. Total Federal Share

.5000 x Net Project Cost..... \$ _____ \$ _____

B. Total State Share

.2403 x Net Project Cost..... \$ _____ \$ _____

C. Total Local Share

.2597 x Net Project Cost..... \$ _____ \$ _____

D. Local Overmatch..... \$ _____ \$ _____

Itemize Local Share by Source

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

III. REQUESTED PAYMENT

Total Federal, State & Local Shares (Section II, Line A + Line B + Line C + Line D)..... \$ _____

Total Payment Now Requested \$ _____

Submitted by: _____

Signature: _____

Title: _____

Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
OPERATING ASSISTANCE REQUEST FOR PAYMENT**

GRANTEE: Queen Anne's County

FEDERAL ID NO.: 52-1011271

PROJECT NUMBER: QA24LUO2021

QA24

ADDRESS: _____

PCA: _____ **AOBJ:** _____

	<u>Current Period</u>	<u>Cumulative This FY</u>
I. OPERATING REVENUE AND EXPENSE SUMMARY		
A. <u>Eligible Operating Expenses</u>		
Actual from: _____ to _____	\$ _____	\$ _____
Total Expenses.....	\$ _____	\$ _____
B. <u>Operating & Other Revenue Not Includable as Local Share</u>		
Actual from: _____ to _____	\$ _____	\$ _____
Total Revenue.....	\$ _____	\$ _____
C. <u>Total Net Project Cost</u> (Section I, Line A - Line B).....	\$ _____	\$ _____
II. FINANCING OF ESTIMATED NET PROJECT COST		
A. <u>Total Federal Share</u>		
.0000 x Net Project Cost.....	\$ _____	\$ _____
B. <u>Total State Share</u>		
.7500 x Net Project Cost.....	\$ _____	\$ _____
C. <u>Total Local Share</u>		
.2500 x Net Project Cost.....	\$ _____	\$ _____
D. <u>Local Overmatch</u>		
	\$ _____	\$ _____
<u>Itemize Local Share by Source</u>		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
III. REQUESTED PAYMENT		
Total Federal, State & Local Shares (Section II, Line A + Line B + Line C + Line D).....	\$ _____	
Total Payment Now Requested.....	\$ _____	

Submitted by: _____
Signature: _____
Title: _____
Date: _____



*Queen
Anne's
County*

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

DEPARTMENT OF COMMUNITY SERVICES

Community Partnerships for Children and Families

Local Management Board
104 Powell Street
Centreville, MD 21617

Telephone: (410) 758-6677
Fax: (410) 758-6904
E-mail: QALMB@qac.org

****Action Required****

DATE: December 11, 2020
TO: Margie Houck
Executive Assistant to the Commissioners
FROM: Mike Clark, Director
Community Partnerships for Children and Families
SUBJECT: Community Partnership Agreement (CPA) – FY2021

ORIGINAL

The Community Partnership Agreement (CPA) is the agreement between the State of Maryland and Queen Anne's County, Maryland, through which the Children's Cabinet on behalf of the State, and the Community Partnerships for Children and Families, the Local Management Board (LMB) for Queen Anne's County, enter into a partnership to develop a comprehensive, integrated children and family interagency service delivery system that is community-based, family focused and culturally competent.

This Agreement includes Appendices A and B, which are attached hereto and incorporated herein. Appendix A sets out the performance measures for LMB functioning and programs administered by the LMB for the fiscal year, and Appendix B contains the annual budget for the programs. It has been signed by the attorney for legal form and sufficiency.

In order to complete full execution of this Agreement, I am requesting the review and signature of President Christopher M. Corchiarino in the space indicated **using blue ink**. There is **one original** in this packet.

Please return to: **Department of Community Services – Community Partnerships for Children and Families**, attention **Jennifer Stansbury**.

Attachment: Community Partnership Agreement (CPA) – FY2021

MOTION: I move that President Corchiarino sign the attached FY2021 Community Partnership Agreement.



*Queen
Anne's
County*

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

DEPARTMENT OF COMMUNITY SERVICES

Community Partnerships for Children and Families

Local Management Board

104 Powell Street
Centreville, MD 21617

Telephone: (410) 758-6677

Fax: (410) 758-6904

E-mail: QALMB@qac.org

October 30, 2020

Patrick E. Thompson
Braden, Thompson, Poltrack & Mundy, LLP
102 St. Claire Place, Suite 2
Stevensville, Maryland 21666

Dear Mr. Thompson:

Enclosed is an original agreement between the State of Maryland and Queen Anne's County, Maryland, acting by and through the Queen Anne's County Community Partnerships for Children and Families, (our Local Management Board) to enter into a partnership to develop a more comprehensive integration of children and family services and the funding for these services for the citizens of Queen Anne's County for FY2021.

Please review the agreement for legal form and sufficiency, sign and return it to our office at Community Partnerships for Children and Families, 104 Powell Street, Centreville, Maryland 21617.

If you have questions or need more information regarding the agreement, please contact me at 410-758-6677. Thank you.

Sincerely,

Jennifer Stansbury
Operations specialist

/jts

**COMMUNITY PARTNERSHIP AGREEMENT
BETWEEN
STATE OF MARYLAND
AND
QUEEN ANNE'S COUNTY, MARYLAND**

This Community Partnership Agreement ("**Agreement**") effective, as of July 1, 2020, between the State of Maryland ("**State**"), acting by and through the Children's Cabinet ("**Cabinet**"); and Queen Anne's County, Maryland ("**Subdivision**"), acting by and through the Queen Anne's County Local Management Board ("**Board**"), designated as the Local Management Board by the Subdivision pursuant to Section 8-301 of the Human Services Article of the Annotated Code of Maryland.

WHEREAS, the **Cabinet** and the **Board** intend to enter into a partnership to develop a more comprehensive integration of children and family services and the funding for these services; and

WHEREAS, pursuant to Title 8, Subtitle 5 of the Human Services Article of the Annotated Code of Maryland, the **Board** has made an application for money from the **Cabinet Fund**, and desires to enter into a Community Partnership Agreement that: (1) reflects coordination with the State's three-year plan for children, youth, and families and any local government plan for services for children, youth, and families; and (2) addresses the priorities and strategies of the Subdivision for meeting the identified needs of children, youth and families as articulated in the **Board's** community plan; and,

WHEREAS, the **Cabinet** intends to disburse **Cabinet** funds to the **Board** subject to certain terms, conditions, performance measures, or outcome evaluations that the **Cabinet** considers necessary,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, the parties hereto agree as follows:

I. **SCOPE**

The purpose of this **Agreement** is to establish a Community Partnership Agreement in Queen Anne's County, Maryland to establish a comprehensive, integrated children and family interagency service delivery system that is community-based, family-focused and culturally competent. This **Agreement** is based on a shared vision and a joint commitment by the **Cabinet** and the **Board** to advance a results-based accountability and management system that enhances child and family well-being.

This **Agreement** includes Appendices A and B, which are attached hereto and incorporated herein. The appendices that are attached and incorporated into this **Agreement** are as follows:

1. Appendix A, Program Description Chart, which sets forth the details of

the programs/strategies to be funded in whole or in part by the Cabinet and managed by the Board under this Agreement, for the fiscal year; and,

2. Appendix B, which contains the annual budget for Children's-Cabinet programs/strategies and Board Support.

II. PROGRAMS AND SERVICES TO BE PROVIDED

- A. The programs, services, requirements, conditions and other activities of the Board as to its operations that will be funded by the Cabinet are set forth in the Appendices A and B. By accepting Cabinet funds under this Agreement, the Board agrees to the terms and conditions set forth herein and appended hereto and those contained in the State of Maryland Policies and Procedures Manual for Local Management Boards ("Manual"), which is incorporated by reference into this Agreement in accordance with paragraph VIII (H) herein.
- B. The Board shall comply with applicable provisions of Title 8 of the Human Services Article of the Annotated Code of Maryland; the Code of Maryland Regulations ("COMAR"); written guidelines and policies communicated in writing and issued by the Cabinet and the Executive Director for the Governor's Office of Crime Prevention, Youth, and Victim Services ("Office"); and other applicable federal and State laws, regulations, and policies relating to the terms and conditions of this Agreement, including the delivery of services to children and families described herein.
- C. The parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this Agreement and expressly agree to negotiate associated amendments to the Agreement as necessary to comply with such changes; *provided* that any increase in the scope of work or cost of performance associated with such amendments may be compensated by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance, as determined by the Cabinet in its sole discretion. Any such modification in the scope of work or budget shall be performed in accordance with the provisions of this Agreement (see Section V "MODIFICATIONS").

III. TERM

This Agreement shall be effective and remain in full force and effect for State fiscal year 2021 (July 1, 2020 – June 30, 2021) unless modified or terminated under Sections V. ("MODIFICATIONS") and VI. ("TERMINATION") herein, and unless renewed thereafter upon the mutual written agreement of the parties.

IV. FUNDING

- A. Amount: Funding for the programs/strategies to be provided by the Board under this Agreement will be provided by the Cabinet. The total

amount will be determined by the Office on behalf of the Cabinet, based on the proposed budget submitted by the Board and approved by the Office on behalf of the Cabinet, and which is subject to annual State appropriations.

B. Conditions:

1. Funding received from the Cabinet is conditioned upon the availability of State appropriations. The Board shall make every effort to maximize revenue from sources other than State appropriations. In the event of a funding reduction, the Subdivision shall not be required to utilize Subdivision funds to meet the objectives of this Agreement.
2. Funding received from the Cabinet is conditioned upon the Board complying with the conditions as set forth in this Agreement, including Appendices A and B.
3. Funding received from the Cabinet is conditioned on the submission by the Board of an annual budget that has been approved by the Cabinet.
4. Funding received from the Cabinet is conditioned on the submission by the Board of performance measures for each funded program/strategy noted in Appendix A in accordance with the instructions established by the Cabinet.
5. Funding received from the Cabinet is conditioned on the utilization by the Board of the Results Scorecard web-based application for each funded program/strategy noted in Appendix A in accordance with the instructions established by the Office.

C. Payments: Payments from the Cabinet Fund pursuant to this Agreement shall be made in accordance with the provisions of the Manual.

D. Withholding and Repayment of Funds:

1. The Cabinet reserves the right to withhold the transfer of Cabinet funds to the Board if the Board fails to:
 - a) Comply with the terms and conditions of this Agreement, including any and all Children's Cabinet reporting requirements; and/or,
 - b) Implement the programs/strategies listed in Appendix A in accordance with the terms and conditions of this Agreement.
2. Before any funds are withheld hereunder, the Cabinet shall notify the Board in writing of the provision(s) of the Agreement that the Board failed to follow. The Board shall have thirty (30) calendar days from receipt of the Cabinet notice to develop a corrective plan acceptable

to the Cabinet. This corrective plan shall specify the date by which deficiencies will be corrected. Failure by the Board to correct deficiencies shall result in withholding of funds hereunder by the Cabinet.

3. Any funds not expended during the fiscal year shall be returned to the Children's Cabinet Fund in accordance with Manual requirements or as directed by the Children's Cabinet.

V. MODIFICATIONS

No amendment or modification to this Agreement is binding unless it is in writing and signed by all parties, except as specifically provided in the Manual.

VI. TERMINATION

- A. This Agreement may be terminated by the Cabinet, upon sixty (60) calendar days written notice, if the Board fails to fulfill its obligations under the Agreement as determined by the Cabinet in its sole discretion, or if termination is determined by the Cabinet in its sole discretion to be in the best interest of the Cabinet. The Subdivision or the Board may terminate the Agreement, upon sixty (60) calendar days written notice, if that is determined to be in the best interest of the Subdivision or the Board. The Cabinet shall pay the cost of budgeted expenditures made prior to the date of termination that are consistent with the terms of this Agreement and the Board Manual.
- B. If the Cabinet determines that the Agreement, or any portion thereof, must be terminated due to a lack of appropriations or other reductions to the Cabinet Fund, the provisions of the above paragraph A. do not apply. In such circumstances, the Cabinet will attempt to provide prior notice of termination and payment for allowable budgeted expenditures prior to the date of termination, to the extent feasible.
- C. Termination of this Agreement does not relieve the Subdivision of the requirements of Section 8-301 of the Human Services Article of the Annotated Code of Maryland requiring the establishment of a Local Management Board. Prior to termination of this Agreement, the Subdivision and the Board shall adopt and implement a transition plan, subject to approval by the Cabinet, to ensure the continuation of programs and services under this Agreement through a State or local entity. However, if the Cabinet terminates this Agreement due to a lack of appropriations or other reductions to the Cabinet Fund, then the Subdivision and the Board may be relieved of all obligations to continue the programs and services required under this Agreement if substitute funding cannot be obtained. Termination under this Paragraph C shall occur in accordance with the provisions of the Manual.

VII. REVIEW PROCESS

Page 4

The Board may request a review of any decision made by or on behalf of the Cabinet with respect to this Agreement. The request must be made in writing to the Assistant Deputy Director of the Office within thirty (30) calendar days of the decision. The Assistant Deputy Director for the Office will respond, in writing, within sixty (60) calendar days of the date of the Board request. A request for review of the Assistant Deputy Director's response may be made, in writing, to the Cabinet or its designee within thirty (30) calendar days of the date of the Assistant Deputy Director's response.

VIII. GENERAL PROVISIONS AND CONDITIONS

- A. **State Laws and Regulations:** The terms of this Agreement and its execution, interpretation, and enforcement shall be governed by and are subject to all applicable Maryland laws and regulations and approval of other agencies of the State, as required under said laws and regulations.
- B. **Successors and Assigns:** This Agreement shall bind the respective agents, successors and assigns of the parties.
- C. **Nondiscrimination:** The Board shall comply with applicable nondiscrimination provisions of federal and Maryland laws and regulations.
- D. **Anti-Bribery:** The Board certifies that, to the best of its knowledge, neither the Board nor any of its officers, directors, partners, nor any of its employees directly involved in obtaining this Agreement with the State or any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.
- E. It is understood and agreed that the parties to this Agreement do not waive any rights they may have to assert governmental or sovereign immunity.
- F. The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Agreement.
- G. In the event that monies designated by the United States Department of Health and Human Services for programs under Title IV-A, IV-B, and IV-E of the Social Security Act, as amended, are used in programs provided for under this Agreement, the Maryland Department of Human Services, as the Single State Agency for Title IV-A, IV-B, and IV-E funding, retains all decision-making authority which it held as of the date of this Agreement for purposes of implementation of any such program. Similarly, if any services provided under this Agreement are funded by Medicaid, under Title XX of the Social Security Act, then the Maryland Department of Health, as the Single State Agency for administration of the Medicaid Program, retains decision-making authority with respect to those funds, to the extent required by 42 U.S.C., Section 1902(a)(5) and 42 CFR

431.10, as amended.

- H. Incorporation by Reference: The provisions of the Manual effective as of July 1, 2019 and amended from time to time, are incorporated herein by reference. The Board shall incorporate the Manual by reference into any and all of its subcontracts funded by the Cabinet pursuant to this Agreement, as appropriate.

IN WITNESS WHEREOF, the State and Subdivision have executed this Agreement.

THE STATE OF MARYLAND

BY: _____

Deputy Director for the Governor's Office of Crime Prevention, Youth, and Victim Services on behalf of the Children's Cabinet

DATE: _____

LOCAL MANAGEMENT BOARD

BY: May Ann Thompson, Chair

Local Management Board of Queen Anne's County

DATE: 11/25/2020

SUBDIVISION

BY: _____, (Local official)

Queen Anne's County

DATE: _____

Approved as to Form and Legal Sufficiency

This 3rd day of November, 2020

By: Patricia Thompson

Queen Anne's County Legal Counsel

APPENDIX A - Fiscal Year 2021

A. GENERAL INFORMATION

Local Management Board: Queen Anne's Community Partnerships for Children and Families

Street Address: 104 Powell Street

City: Centreville

Zip: 21617

Point of Contact: Michael R. Clark

Phone: 410-758-6677

Fax: 410-758-6904

Federal Taxpayer ID: 521011271

B. TYPE OF AWARD

New

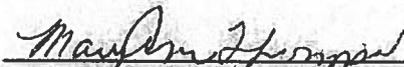
Modification

Supplemental

Reduction

C. AFFIRMATION

The Local Management Board agrees to the terms and conditions set forth in Section D of this Appendix, for those items containing an X in the box appearing prior to the term/condition. The Local Management Board affirms that the information conveyed in this Appendix is true and accurate to the best of its knowledge.


Local Management Board Chair

11/25/2020
Date


Local Management Board Point of Contact

12/4/2020
Date

State Official

Date

D. TERMS and CONDITIONS (for Governor's Office for Children use only)

Attached Pages

7 (Enter Number of Pages)

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures
Children are Successful in School	MCAP Results for English/Language Arts and Math for Grade 3, Comparison of Subpopulations	Achievement Mentoring	Achievement Mentoring provides intensive case management services at three elementary schools (Church Hill, Grasonville, and Sudlersville) and one middle school (Sudlersville) using the Behavioral Monitoring and Reinforcing Program (BMRP) approach (middle school youth); and the Botvin Life Skills Training Elementary School Program. Youth and family members are connected to behavioral, academic, and social resources.	Achievement Mentoring will serve 20 Title I elementary school students (grades 2-5) through middle school (grades 6-8) who have been impacted by parental/caregiver incarceration and/or involvement with Immigrations and Customs Enforcement.	<p>How Much:</p> <ul style="list-style-type: none"> • # of eligible students (children of currently/formerly incarcerated parents) served (weekly contacts for at least 4 months) by the Achievement Mentor. • # of parents/caregivers/guardians of eligible students served that are contacted at least monthly by the Achievement Mentor. <p>How Well:</p> <ul style="list-style-type: none"> • #/% of participants who report they are satisfied or very satisfied with Achievement Mentoring services as measured by the satisfaction survey administered to all active participants quarterly. • #/% of participants who are seen by the Achievement Mentor at least weekly throughout the school year. <p>Better Off:</p> <ul style="list-style-type: none"> • #/% of student participants who report positive personal changes such as self-image, stress coping, connections with family, attachment to school as measured by pre/post survey (such as the Personal Attribute Inventory). • #/% of students participants, in middle school, who meet goals toward grade attendance, and moving toward career aspirations as measured by goal setting achievement tool (created internally). • #/% of participants who report increased communication, family stability, maintenance of familial connections, or support in reunification.*

	FY21 Funding	Children's Cabinet Priority
id ent d d ind	\$60,319	Reducing the impact of parental incarceration on children, youth, families, and communities

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures
Youth Have Opportunities for Employment or Career Readiness	Percent of Youth Ages 16-24 Not in School and Not Working	Community Mentoring	CommUNITY Mentoring is aimed to improve the outcomes for at-risk youth and disconnected youth through pairing youth with a caring adult role model, creating opportunities of learning life skills, and providing out of school recreational opportunities. CommUNITY Mentoring will utilize interventions, approaches and development techniques from the "Elements of Effective Practice for Mentoring," which is an evidence-based model.	To serve 20 youth (at-risk: youth in grades 7-12) and (disconnected youth: ages 16-24 not in school and not working).	<p>What/How Much We Do:</p> <ul style="list-style-type: none"> # of eligible participants (at-risk and/or disconnected youth) who are served (weekly contact with at least one mentor by Community Mentoring). # of mentors recruited and ready to serve participants (Mentors have completed Guidelines Checklist). <p>How Well We Do It:</p> <ul style="list-style-type: none"> #/% of participants who report they are satisfied or very satisfied with Community Mentoring services as measured twice per year using the Mentoring Satisfaction Survey. #/% of mentors who made weekly contact with their matched participant. <p>Is Anyone Better Off?</p> <ul style="list-style-type: none"> #/% of participants who showed improve self-worth/self-esteem as measured twice per year using the Mentoring Satisfaction Survey. #/% of participants who met their academic/career/college goals as measured internally annually by the Mentor Coordinator. #/% of participants not working or in school who report a re-connection to work/school.* #/% of participants at-risk of disconnecting who report maintaining the connection.*
Communities are Safe for Children, Youth and Families	Child Maltreatment	Family Navigator	Family Navigator assists the family to reconnect to an incarcerated parent,	Serve 15 families in Queen Anne's County who have been impacted by a parental/caregiver's	<p>What/How Much We Do:</p> <ul style="list-style-type: none"> # of eligible families (families affected by incarceration) served (seen at least once by a Navigator).

	FY21 Funding	Children's Cabinet Priority
) e y :r :ts d e i red ool on ,	\$46,244	Improving outcomes for disconnected/opportunity youth
)	\$42,804	Reducing the impact of parental incarceration

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures
			access basic needs resources, enroll in an education or job training program, or find transportation for services. The role of the Family Navigator is to help the parent(s) or caregiver advocate toward being a stronger and more resilient family.	incarceration and/or involvement with Immigrations and Customs Enforcement during the fiscal year.	<ul style="list-style-type: none"> • # of participants who attend at least 66% out of 6 sessions) for one of the two 6-week parenting sessions. <p>How Well We Do It:</p> <ul style="list-style-type: none"> • #/% of families who maintain their relationship with the Family Navigator for months or more by responding to or initiating no less than one contact per month. • #/% of families who reported they agree or strongly agreed they were knowledgeable about community resources and services to support their loved one, as measured by the Empowerment Survey every six months. <p>Is Anyone Better Off?</p> <ul style="list-style-type: none"> • #/% of families who reported they agree or strongly agreed they were able to handle the stress of managing their loved one's behavioral health needs, as measured by the Empowerment Survey every six months. • #/% of families every three months reporting an increase in their ability to advocate for the needs of their child/children after receiving Navigation Services as measured internally by the Family Navigator (Pre/Post Survey). • #/% of participants who report increased communication, family stability, maintenance of familial connections, or support in reunification.*
Communities are Safe for Children,	Child Maltreatment	Healthy Families	Healthy Families is a home-visiting program	Serve 45 families with the following eligibility criteria:	<p>What/How Much We Do:</p> <ul style="list-style-type: none"> • # eligible families served by Family Support

	FY21 Funding	Children's Cabinet Priority
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ort	\$72,532	Reducing the impact of

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures
Youth and Families			that provides long-term voluntary support services to families from the prenatal period until their child enters a full-time educational setting, usually between the ages of three to five. It is a two-generational approach strategy, monitoring the parents and children serving families affected by incarceration in Queen Anne's County.	Families from the prenatal period until their child enters a full-time educational setting, usually between the ages of three to five; and must have been impacted by a parental or caregiver's incarceration and/or involvement with Immigrations and Customs Enforcement.	<p>Workers and meeting the minimum dosage (weekly to quarterly meetings with FSW - depending on the plan).</p> <ul style="list-style-type: none"> # home visits from the Family Support Workers and within the recommended number of visits according to the family plan (weekly to quarterly). <p>How Well We Do It:</p> <ul style="list-style-type: none"> #/% families who report they are satisfied or very satisfied with Healthy Families services according to the results of the Participation Satisfaction Survey administered annually. #/% infants (among mothers who enrolled in Healthy Families prenatally) who were breastfed any amount at 6 months of age #/% children enrolled in Healthy Families who received the last recommended visit based on the American Academy of Pediatrics (AAP) schedule. #/% families that maintain or reach the target range for "Use of Community Resources" using the Life Skills Progression Tool administered quarterly. <p>Anyone Better Off?</p> <ul style="list-style-type: none"> #/% families without child abuse/neglect findings while enrolled in the Healthy Families program. #/% participant parents who enroll in school/training or who become employed (and were not employed or in school previously) within 6 months and 1 year of Healthy Families enrollment. #/% of participants who report increased

	FY21 Funding	Children's Cabinet Priority
ge - t d : : on d f		parental incarceration on children, youth, families, and communities

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures
					communication, family stability, maintenance of familial connections, or support in reunification.*
		Local Care Team Coordinator	QAC Local Care Team		<p>What/How Much We Do:</p> <ul style="list-style-type: none"> # of new cases referred to the Local Care Team. # of cases reviewed by the Local Care Team: # of Local Care Team trainings provided # of Local Care Team meetings <p>How Well We Do It:</p> <ul style="list-style-type: none"> #/% of mandated Local Care Team representatives that attend at least 75% of Local Care Team meetings. #/% of all Local Care Team reviews (new, follow-up, and annual reviews) where the youth's parents (or legal guardians) attended. <p>Is Anyone Better Off?</p> <ul style="list-style-type: none"> #/% of new youth referred for in-State residential placement who are alternatively served through community-based services #/% of new youth referred for out-of-State placement who are alternatively served through in-state community-based services or in-State residential placements.
		Board Support			<p>What/How Much We Do:</p> <ul style="list-style-type: none"> # initiatives for which the Board convenes the initial interagency or community group # initiatives in which the Board is an active participant. <p>How Well We Do It:</p> <ul style="list-style-type: none"> #/% Board's total revenue that is obtained from non-Children's Cabinet-awarded

	FY21 Funding	Children's Cabinet Priority
of	\$25,000	Reducing the impact of parental incarceration on children, youth, families, and communities
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Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures
					<p>sources (county funds, foundations, federal grants, etc.) to fund administrative costs and/or programs/strategies.</p> <ul style="list-style-type: none"> • #/% all Board staff that have completed no less than introductory training (ex., Result Accountability (RA) as provided by a train RA trainer. <p>Is Anyone Better Off?:</p> <ul style="list-style-type: none"> • #/% new and ongoing programs/strategies that meet or exceed performance measurement targets (no less than 80% of all performance measures per program/strategy are met or exceeded) that are heading in the right direction or turning the curve.
<p>Youth Have Opportunities for Employment and Career Readiness</p> <p>Communities are Safe for Children, Youth and Families</p>	<p>Percent of Youth Ages 16-24 Not in School and Not Working</p> <p>Child Maltreatment</p>	<p>Transportation Voucher Program</p>	<p>The Transportation Voucher Program's main goal is to provide a transportation service, voucher, to eliminate transportation barriers through coordination of transportation options that connect participants with school and work.</p>	<p>Serve 40 individuals/families that include at-risk youth, disconnected youth, and families with children affected by a parent/caregiver's incarceration in Queen Anne's County.</p>	<p>What/How Much We Do:</p> <ul style="list-style-type: none"> • # of vouchers provided to at-risk and/or disconnected youth (vouchers are any resources provided that have a monetary value, such as bus passes, car repairs, etc by the Transportation Voucher program. • # of vouchers provided to families impacted by incarceration. * <p>How Well We Do It:</p> <ul style="list-style-type: none"> • #/% of at-risk youth or disconnected youth who reported they are satisfied or very satisfied with their experience with the Transportation Voucher Program as measured by the Voucher Transportation Survey. * (completed semi-annually) • #/% of families impacted by incarceration who reported they are satisfied or very satisfied with their experience with the Transportation Voucher Program as

	FY21 Funding	Children's Cabinet Priority
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,) * th i i	\$30,378	Improving outcomes for disconnected/ opportunity youth Reducing the impact of parental incarceration on children, youth, families, and communities

Prioritized Result(s)	Prioritized Indicator(s)	Program/Strategy Name	Program/Strategy Description	Target Population	Performance Measures
					<p>measured by the Voucher Transportator Survey. * (completed semi-annually)</p> <p>Is Anyone Better Off?</p> <ul style="list-style-type: none">• #/% of disconnected youth who report a connection to work/school (pre/post survey conducted semi-annually). *• #/% of at-risk youth who report maintaining the connection to school (pre/post survey conducted semi-annually).*• #/% of families impacted by incarceration who report an improved attitude/outlook for communication and family stability, a resources available during/post incarceration (pre/post survey conducted semi-annually). *• #/% of families impacted by incarceration who report increased communication, family stability, maintenance of familial connections, or support in reunification (pre/post survey conducted semi-annually).*

	FY21 Funding	Children's Cabinet Priority
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APPENDIX B - Fiscal Year 2021

A. GENERAL INFORMATION

Local Management Board: Queen Anne's Community Partnerships for Children and Families
Street Address: 104 Powell Street
City: Centreville **State:** Maryland **Zip:** 21617
Point of Contact: Michael R. Clark **Phone:** 410-758-6677 **Fax:**
Federal Taxpayer ID: 521011271

B. TYPE OF AWARD

New Modification Supplemental Reduction

C. DETAIL OF CHILDREN'S CABINET AWARD

STATE FUNDS: \$326,808.00

TOTAL CHILDREN'S CABINET AWARD \$ 326,808.00

D. AFFIRMATION

The Local Management Board affirms that the information and estimates conveyed in this document (with the exception of the SECTION C above) are true and accurate to the best of its knowledge. The Governor's Office for Children affirms that the information and estimates conveyed above in SECTION C is true and accurate to the best of its knowledge.



 Local Management Board Chair

11/25/2020

 Date



 Local Management Board Point of Contact

12/4/2020

 Date

State Official

Date

**BOARD SUPPORT BUDGET AND REVENUE
Fiscal Year 2021**

LMB: Queen Anne's Community Partnerships for Children and Families

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative For each Column C line item where funding is proposed (both Children's Cabinet and non-Children's Cabinet), enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet Funds	Non-Children's Cabinet Funds that Directly Support CPA (Cash Match)	Non-Children's Cabinet Funds that Directly Support CPA (In-Kind)		
Budget for Local Management Board Support					
Personnel	49,591.00	115,483.00	0.00	\$164,964	
Salaries	45,797.00	70,829.00	0.00	\$116,566	Director 557,164 x 74.076% = \$42,345; Office Coordinator II/Operations Specialist 559,402 x 5.71% = \$3,392; total = \$45,737; County Match: Director 557,164 x 25.924% = \$14,819; Office Coordinator II/Operations Specialist 559,402 x 94.29% = \$56,010; total = \$70,829
Fringe Costs	3,794.00	44,604.00	0.00	\$48,398	Director 557,164 x 5.876% = \$3,359; Office Coordinator II/Operations Specialist 559,402 x 0.0732% = \$435; total = \$3,794; County Match: Director 557,164 x 28.29% = \$16,172; Office Coordinator II/Operations Specialist 559,402 x 47.863% = \$28,432; total = \$44,604
Operating Expenses	0.00	4,532.00	0.00	\$4,532	
Communications	0.00	1,802.00	0.00	\$1,802	\$150.16/month x 12 months
Postage	0.00	500.00	0.00	\$500	\$125/quarter x 4 quarters
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	150.00	0.00	\$150	\$37.5/week x 4 weeks for board membership advertising = \$150
Office Supplies	0.00	2,300.00	0.00	\$2,300	\$175/month x 12 months
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System	0.00	0.00	0.00	\$0	
Vehicle Operating (other than insurance)	0.00	0.00	0.00	\$0	
Travel	0.00	2,456.00	0.00	\$2,456	
Business Travel	0.00	456.00	0.00	\$456	\$25/month x 12 months for EZPass = \$300; \$13/month x 12 months for parking costs = \$156; total = \$456
Conferences/Conventions	0.00	2,000.00	0.00	\$2,000	\$2,000/year for annual board retreat
Contractual Services	0.00	15,488.00	0.00	\$15,488	
Training	0.00	2,500.00	0.00	\$2,500	\$625/quarter x 4 quarters for staff development training
Consultant (other than Legal & Accounting/Auditing)	0.00	10,000.00	0.00	\$10,000	\$833/month x 12 months for consulting fees
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	2,988.00	0.00	\$2,988	\$2,988/year for County audit
Equipment	0.00	0.00	0.00	\$0	
Office Equipment	0.00	0.00	0.00	\$0	
Other	0.00	33,787.00	0.00	\$33,787	
Vehicle Purchase and Lease	0.00	0.00	0.00	\$0	
Program Supplies (not included in Board Support)	0.00	12,000.00	0.00	\$12,000	\$500/family x 24 families for Rainy Day Requests through LCT
Professional Dues/Publications/Subscriptions	0.00	873.00	0.00	\$873	\$400/year for ZibMail subscription; \$373/year for Jostex Web updates = \$873
Food	0.00	0.00	0.00	\$0	
LCT Family Navigator	0.00	11,162.00	0.00	\$11,162	\$2,790.50/quarter x 4 quarters for Family Navigation Services
Board Expenses	0.00	6,500.00	0.00	\$6,500	\$542/month x 12 months for board-related activities
Leased equipment - Xerox	0.00	3,252.00	0.00	\$3,252	\$271/month x 12 months for Xerox Copier
TOTAL Budget for Board Support	549,591	1171,716	\$0	\$1,721,347	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations (Admin)					
County/City Direct Revenue (Cash)		171,716.00			
County/City In-Kind			0.00		
Fees for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		171,716	\$0		
CPA/Children's Cabinet FUNDING REQUEST	549,591				
TOTAL Revenue-Children's Cabinet + Other Sources Used to Support CPA				\$1,721,347	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2021

LMB: Queen Anne's Community Partnerships for Children and Families

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
Program/Strategy: Achievement Mentoring (Queen Anne's County Board of Education)					
Personnel	\$3,166.00	0.00	0.00	\$3,166	
Salaries	45,871.00	0.00	0.00	\$45,871	1 FTE Case Manager at a rate of \$45,871/year
Fringe Costs	5,295.00	0.00	0.00	\$5,295	\$45,871 x 11.54% (fringe charges)
Operating Expenses	1,400.00	0.00	0.00	\$1,400	
Communications	800.00	0.00	0.00	\$800	\$80/month x 10 months/school year = \$800
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	600.00	0.00	0.00	\$600	\$60/month x 10 months/school year = \$600
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System Repair/Maintenance	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel	\$5,501.00	0.00	0.00	\$5,501	
Business Travel	2,000.00	0.00	0.00	\$2,000	\$2,000/year for mileage for home visits, trainings, etc. (3,478 miles x .575/mileage reimbursement rate)
Conferences/Conventions	3,501.00	0.00	0.00	\$3,501	Restorative Approaches Conference - Chicago, IL \$360/pp x 3 registrants = \$1,080; \$301/pp x 3 roundtrip flights = \$903; \$190/per person x 3 people x 2 nights = \$1,140; \$21/per person for meals x 3 people x 2 meals/day x 3 days = \$378
Contractual Services	902.00	0.00	0.00	\$902	
Training	902.00	0.00	0.00	\$902	\$652/Botvin Life Skills for Elementary Students Levels 1-3; \$250/online training in Life Skills
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment	0.00	0.00	0.00	\$0	
Other	1,350.00	0.00	0.00	\$1,350	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	1,350.00	0.00	0.00	\$1,350	\$135/month x 10 months/school year for 30 participants (fruit snacks, juices, etc., plus stickers, certificates for program incentives) = \$1,350
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Achievement Mentoring (Queen Anne's County Board of Education)	\$60,319	\$0	\$0	\$60,319	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$60,319				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$60,319	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2021

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
LMB: Queen Anne's Community Partnerships for Children and Families					
Program/Strategy: Community Mentoring (Community Mentoring Advisory Council)					
Personnel	28,360.00	8,832.00	0.00	37,192	
Salaries	25,360.00	6,341.00	0.00	31,701	.75 FTE Mentor Coordinator \$31,701/year x 80% = \$25,360; County Match .75 FTE Mentor Coordinator \$31,701/year x 20% = \$6,341
Fringe Costs	3,000.00	2,491.00	0.00	5,491	.75 Mentor Coordinator \$31,701/year x 9.46% fringe = \$3,000; County Match .75 Mentor Coordinator \$31,701/year x 7.86% = \$2,491
Operating Expenses	2,926.00	0.00	0.00	2,926	
Communications	660.00	0.00	0.00	660	\$55/month for MFI x 12 months = \$660
Postage	0.00	0.00	0.00	0	
Utilities	0.00	0.00	0.00	0	
Advertising	450.00	0.00	0.00	450	\$112.50/quarter x 4 quarters for advertising/materials to promote program
Office Supplies	1,241.00	0.00	0.00	1,241	\$103.42/month x 12 months (binders, labels, printer ink, copy paper)
Insurance	0.00	0.00	0.00	0	
Rent/Mortgage	0.00	0.00	0.00	0	
Printing/Duplication	350.00	0.00	0.00	350	\$350/year for brochures and business cards promoting the program
Information System Repair/Maintenance	255.00	0.00	0.00	255	\$255/year for website maintenance and domain through WIX
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	0	
Travel	3,164.00	0.00	0.00	3,164	
Business Travel	0.00	0.00	0.00	0	
Conferences/Conventions	3,164.00	0.00	0.00	3,164	\$100/registration fees (booth/tables) at county events x 6 events = \$600; \$460/registration for Mentoring Conference x 2 = \$920; \$275/night x 2 nights x 2 rooms (Renaissance Hotel, Washington, DC) = \$1,100; \$21/meal x 2 meals/day x 2 people x 3 days = \$252; Taxi fare \$146 from KI Park and Ride to DC; \$146 from DC to KI Park and Ride = \$292; total = \$3,164
Contractual Services	1,549.00	0.00	0.00	1,549	
Training	1,549.00	0.00	0.00	1,549	\$137.25/quarter x 4 quarters for professional development = \$549; \$250/in person mentor trainings x 4 per year = \$1,000; total = \$1,549
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	0	
Legal	0.00	0.00	0.00	0	
Accounting/Auditing	0.00	0.00	0.00	0	
Equipment	375.00	0.00	0.00	375	
Office Equipment	375.00	0.00	0.00	375	\$31.25/month x 12 months for Xerox copier lease = \$375
Other	9,840.00	0.00	0.00	9,840	
Vehicle purchase and lease	0.00	0.00	0.00	0	
Program Supplies	3,300.00	0.00	0.00	3,300	\$50/permit/driver's license x 15 mentees = \$750; \$100/mentee x 15 mentees/year for soft-still building materials (i.e., job interview clothes, college application fees) = \$1,500; \$262.50/quarter x 4 quarters for group dinners (mentees and mentors) = \$1,050; total =
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	0	
Food	0.00	0.00	0.00	0	
Other (Mentee Outings/Driver's Education)	6,540.00	0.00	0.00	6,540	\$325/participant x 15 participants through Easy Method Driving School = \$4,875; \$111/mentee x 15 mentees per year (B outings, i.e., bowling, museums, shopping, dinner, etc.)
Leased equipment - Xerox copier	0.00	0.00	0.00	0	
TOTAL budget for Community Mentoring (Community Mentoring Advisory Council)	46,244	8,832	0	55,076	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		8,832.00			
County/City In-Kind			0.00		
Fee for Service			0.00		
Other (Enter Source Here)			0.00		
Other (Enter Source Here)			0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		8,832	0		
CPA/Children's Cabinet FUNDING REQUEST	46,244				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				33,076	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2021

DESCRIPTION	Community Partnership Agreement				Budget Narrative
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)	Total	
IMB: Queen Anne's Community Partnerships for Children and Families					
Program/Strategy: Family Navigation (MD Coalition of Families)					
Personnel	34,470.00	0.00	0.00	\$34,470	
Salaries	27,487.00	0.00	0.00	\$27,487	FPSS 25 hours/week x 52 weeks/year x \$16.75/hour = \$21,775; Program Supervisor 2 hours/week x 52 weeks/year x \$25/hour = \$2,600; Program Director 2 hours/week x 52 weeks/year x \$29.92/hour = \$3,112; total = \$27,487
Fringe Costs	6,983.00	0.00	0.00	\$6,983	\$27,487 Salaries x 25.4% fringe rate
Operating Expenses	4,184.00	0.00	0.00	\$4,184	
Communications	840.00	0.00	0.00	\$840	\$210/quarter x 4 quarters/year for cell phone usage
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	344.00	0.00	0.00	\$344	\$86/quarter x 4 quarters/year for office supplies (copy paper, ink cartridges, etc.)
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	1,200.00	0.00	0.00	\$1,200	\$300/quarter x 4 quarters/year for office space rental
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System Repair/Maintenance	1,800.00	0.00	0.00	\$1,800	\$450/quarter x 4 quarters/year for IT/database and web support
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel	2,350.00	0.00	0.00	\$2,350	
Business Travel	2,000.00	0.00	0.00	\$2,000	\$0.375/mile x 290 miles (2 roundtrip from Denton to Baltimore for BHA and Tuerc Conferences) = \$166.75; plus Bay Bridge Tolls of \$2.50/trip x 2 trips = \$5; and \$20/parking garage x 2 times = \$40; total = \$211.75; \$0.375/mile for home visits, client appointments, etc. x 3,110 miles/year = \$1,788.25; total = \$2,000
Conferences/Conventions	350.00	0.00	0.00	\$350	\$55/registration x 2 registrants for BHA Conference = \$110; \$240/registration fee x 1 attendee for Tuerc Conference = \$240; total = \$350
Contractual Services	500.00	0.00	0.00	\$500	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	500.00	0.00	0.00	\$500	\$125/quarter x 4 quarters for payroll/auditing = \$500
Equipment	0.00	0.00	0.00	\$0	
Office Equipment	0.00	0.00	0.00	\$0	
Other	1,300.00	0.00	0.00	\$1,300	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	1,300.00	0.00	0.00	\$1,300	20 families x \$25/childcare reimbursement = \$500; \$10/children's books x 90 books = \$900; \$10/pedometers x 20 pedometers = \$200; \$10/diffuser x 20 diffusers = \$200; \$25.00/event x 4 events (coffee socials) = \$100; total = \$1,300
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Family Navigation (MD Coalition of Families)	\$42,804	\$0	\$0	\$42,804	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service			0.00		
Other (Enter Source Here)			0.00		
Other (Enter Source Here)			0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$42,804				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$42,804	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2021

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
LMS: Queen Anne's Community Partnerships for Children and Families					
Program/Strategy: Healthy Families (Queen Anne's County Department of Health)					
Personnel	63,729.00	0.00	0.00	\$63,729	
Salaries	42,200.00	0.00	0.00	\$42,200	Coord SP II @ 40% = \$16,111; Agency Budget Specialist @ 7% = \$4,261; Adm Officer II/Clinical Supervisor @ 35% = \$14,194; Coord SP II @ 20% = \$7,634 = \$42,200
Fringe Costs	21,529.00	0.00	0.00	\$21,529	Coord SP II @ 22% fringe = \$8,794; Agency Budget Specialist @ 20% fringe = \$2,998; Adm Officer II/Clinical Supervisor @ 29% fringe = \$5,927; Coord SP II @ 25% fringe = \$8,810; total =
Operating Expenses	2,447.00	0.00	0.00	\$2,447	
Communications	1,000.00	0.00	0.00	\$1,000	\$83.33/month x 12 months = \$1,000
Postage	10.00	0.00	0.00	\$10	\$0.55/postage x 18 mailings = \$10
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	1,137.00	0.00	0.00	\$1,137	\$190/black ink toner x 3 = \$570; \$230/color ink toner x 1 = \$230; \$120/case copy paper x 2 cases = \$240; highlighters, pens, pencils, and calendars - \$97; total = \$1,137
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System Repair/Maintenance	300.00	0.00	0.00	\$300	\$30/hour x 10 hours/year for repair/maintenance = \$300
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel	500.00	0.00	0.00	\$500	
Business Travel	500.00	0.00	0.00	\$500	\$0.575/mile x 869.5 miles/year = \$500
Conferences/Conventions	0.00	0.00	0.00	\$0	
Contractual Services	250.00	0.00	0.00	\$250	
Training	250.00	0.00	0.00	\$250	\$250/registration x 1 registration for Healthy Families America conference
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment	0.00	0.00	0.00	\$0	
Other	5,806.00	0.00	0.00	\$5,806	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	2,550.00	0.00	0.00	\$2,550	\$160/infant car seats x 5 car seats = \$800; \$70/pack&play x 6 Pack&Play = \$420; \$130 for craft supplies for home visiting educational activities; \$300/family milestone celebrations x 4 celebrations/year = \$1,200; total = \$2,550. Celebrations include participant graduations, trip to aquarium in Baltimore, the Science Center, etc.
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	200.00	0.00	0.00	\$200	\$50/celebration x 4 celebrations (to cover drinks, snacks) = \$200
Other (specify) Software (Datatude)	2,856.00	0.00	0.00	\$2,856	\$2,856/year for software license fee (Datatude)= \$2,856
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Healthy Families (Queen Anne's County Department of Health)	\$72,532	\$0	\$0	\$72,532	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00			
County/City In-Kind			0.00		
Fee for Service			0.00		
Other (Enter Source Here)			0.00		
Other (Enter Source Here)			0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$72,532				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$72,532	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2021

LMB: Queen Anne's Community Partnerships for Children and Families

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
Program/Strategy: Local Care Team Coordinator					
Personnel					
Personnel	25,000.00	0.00	0.00	\$25,000	
Salaries	21,387.00	0.00	0.00	\$21,387	LCT Coordinator @ 60% = \$21,387
Fringe Costs	3,613.00	0.00	0.00	\$3,613	LCT Coordinator @ 16.89% of \$21,387 = \$3,613
Operating Expenses					
Operating Expenses	0.00	0.00	0.00	\$0	
Communications	0.00	0.00	0.00	\$0	
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System Repair/Maintenance	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel					
Travel	0.00	0.00	0.00	\$0	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
Contractual Services					
Contractual Services	0.00	0.00	0.00	\$0	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment					
Equipment	0.00	0.00	0.00	\$0	
Office Equipment	0.00	0.00	0.00	\$0	
Other					
Other	0.00	0.00	0.00	\$0	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	0.00	0.00	0.00	\$0	
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Local Care Team Coordinator	\$25,000	\$0	\$0	\$25,000	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		0.00	0.00		
County/City In-Kind		0.00	0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$0	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$25,000				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$25,000	

SCHEDULE OF COMMUNITY PARTNERSHIP AGREEMENT - BUDGET AND REVENUE PROJECTIONS
Fiscal Year 2021

LMB: Queen Anne's Community Partnerships for Children and Families

DESCRIPTION	Community Partnership Agreement			Total	Budget Narrative For each Column C line item where funding is proposed, enter below the calculations that show how the expense was derived. No entries are required for shaded lines.
	Children's Cabinet	Non-Children's Cabinet Funds that Directly Support CPA Operations (Cash)	Non-Children's Cabinet Funds that Directly Support CPA Operations (In-Kind)		
Program/Strategy: Transportation Voucher Program					
Personnel	15,469.00	4,350.00	0.00	\$19,819	
Salaries	14,236.00	1,398.00	0.00	\$15,634	Admin Asst III/LCT Specialist \$37,041 x 38% = \$14,258; Admin Asst III/LCT Specialist @ 3.77% = \$1,396
Fringe Costs	1,211.00	2,954.00	0.00	\$4,165	Admin Asst III/LCT Specialist \$37,041 x 3.269% = \$1,211; Admin Asst III/LCT Specialist @ 7.97% = \$2,954
Operating Expenses	0.00	0.00	0.00	\$0	
Communications	0.00	0.00	0.00	\$0	
Postage	0.00	0.00	0.00	\$0	
Utilities	0.00	0.00	0.00	\$0	
Advertising	0.00	0.00	0.00	\$0	
Office Supplies	0.00	0.00	0.00	\$0	
Insurance	0.00	0.00	0.00	\$0	
Rent/Mortgage	0.00	0.00	0.00	\$0	
Printing/Duplication	0.00	0.00	0.00	\$0	
Information System Repair/Maintenance	0.00	0.00	0.00	\$0	
Vehicle Operating (other than Insurance)	0.00	0.00	0.00	\$0	
Travel	0.00	0.00	0.00	\$0	
Business Travel	0.00	0.00	0.00	\$0	
Conferences/Conventions	0.00	0.00	0.00	\$0	
Contractual Services	0.00	0.00	0.00	\$0	
Training	0.00	0.00	0.00	\$0	
Consultant (other than Legal & Accounting/Auditing)	0.00	0.00	0.00	\$0	
Legal	0.00	0.00	0.00	\$0	
Accounting/Auditing	0.00	0.00	0.00	\$0	
Equipment	0.00	0.00	0.00	\$0	
Office Equipment	0.00	0.00	0.00	\$0	
Other	14,909.00	0.00	0.00	\$14,909	
Vehicle purchase and lease	0.00	0.00	0.00	\$0	
Program Supplies	14,909.00	0.00	0.00	\$14,909	participants/year = \$5,250; \$80/vehicle inspection x 4 inspections/year = \$320; \$50/permit x 15 mva permits and/or licenses (driving) = \$750; \$150/tag renewal and registration x 15 renewals/registrations per year = \$2,250; \$25/gas card x 15 gas cards = \$375; \$2/mile for taxi service x 732 miles/year = \$1,464; \$500/vehicle repairs x 4 repairs/year = \$2,000; total = \$14,909
Professional Dues/Publications/Subscriptions	0.00	0.00	0.00	\$0	
Food	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
Other (specify)	0.00	0.00	0.00	\$0	
TOTAL budget for Transportation Voucher Program	\$30,378	\$4,350	\$0	\$34,728	
Revenue Sources for Non-Children's Cabinet Funds that Directly Support CPA Operations:					
County/City Direct Revenue (Cash)		4,350.00	0.00		
County/City In-Kind		0.00	0.00		
Fee for Service		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
Other (Enter Source Here)		0.00	0.00		
TOTAL Non-Children's Cabinet Revenue that Directly Supports CPA		\$4,350	\$0		
CPA/Children's Cabinet FUNDING REQUEST	\$30,378				
TOTAL Revenue from Children's Cabinet and Other Sources Used to Support CPA				\$34,728	



*Queen
Anne's
County*

**OFFICE OF BUDGET, FINANCE AND
INFORMATION TECHNOLOGY**

The Liberty Building
107 North Liberty Street
Centreville, Maryland 21617

Telephone: (410) 758-4064
Fax: (410) 758-3036

County Commissioners:

James J. Moran, At Large
Jack N. Wilson Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

*County Administrator: Todd R. Mohn
Director, Budget, Finance and IT: Jonathan R. Seeman
Chief Treasury Officer: Jeffrey A. Rank
Information Technology Manager: Megan DelGaudio*

ACTION ITEM

MEMORANDUM

DATE: January 12, 2021
TO: County Commissioners
CC: Todd Mohn, County Administrator
Jonathan R. Seeman, Director, Budget, Finance and IT
FROM: County Staff and Broadband Advisory Committee (BAC)
RE: Choptank Electric and Talkie Communications –Letter of Recommendation

Both Talkie Communications and Choptank Electric are interested in expanding their broadband networks in rural parts of the County through a grant opportunity from the State that they can apply for directly – the Maryland Broadband Infrastructure Grant Program. In preparation for this grant they have requested a letter of recommendation from the County in support of their efforts.

Draft letters of recommendation are attached.

MOTION:

I move that we approve the request to provide a letter of recommendation for the support of the expansion of broadband in Queen Anne's County.

**THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY**

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

e-mail: QACCommissioners&Administrator@qac.org

County Administrator: Todd R. Mohn, PE
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire



**Queen
Anne's
County**

County Commissioners:

James J. Moran, At Large
Jack N. Wilson, Jr., District 1
Stephen Wilson, District 2
Philip L. Dumenil, District 3
Christopher M. Corchiarino, District 4

January 12, 2021

RE: Talkie Communications – Letter of Support

To Whom it May Concern:

Queen Anne's County strongly supports the expansion of broadband to the un- and underserved areas of Queen Anne's County.

There are approximately 4,000 households that do not have access to wired internet in Queen Anne's County. These include less dense areas along the Chester River as well as rural areas on the outskirts of incorporated towns and crossroads. The geography of our County with waterways and large open expanses makes the return on a broadband expansion less than inviting for many wired and wireless providers. The County has heard the frustrations from parents whose kids cannot do their homework or take courses and tests from home. Frustrations are also heard from those in the agriculture industry that know they are at a disadvantage because of the lack of broadband and the technologies not available to them. The County has become more aware of the impact that a lack of broadband has as new technologies for education, agriculture, public safety, healthcare, etc. are made available in areas that have it especially during the pandemic.

Queen Anne's County formed a Broadband Advisory Committee in June 2018 to understand and work to advance broadband to un and underserved areas. A Broadband Feasibility Study (BFS) was completed to verify location and costs associated with the lack of internet service.

The Committee has met with multiple broadband providers to determine and assess their capabilities and willingness to coordinate efforts with the County. A lot has been learned from each potential vendor along with an instilled belief that the best step forward is to support local providers who have a shared interest in expanding their networks and investing in the future of our rural area.

Thank you,

QUEEN ANNE'S COUNTY
BOARD OF COUNTY COMMISSIONERS

Christopher M. Corchiarino, President

James J. Moran

Jack N. Wilson, Jr.

Stephen Wilson

Philip L. Dumenil



Queen Anne's County

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e-mail: QACCommissioners&Administrator@gac.org

County Administrator: Todd R. Mohn, PE
Executive Assistant to County Commissioners: Margie A. Houck
County Attorney: Patrick Thompson, Esquire

January 12, 2021

RE: Choptank Electric – Letter of Support

To Whom it May Concern:

Queen Anne's County strongly supports the expansion of broadband to the un- and underserved areas of Queen Anne's County.

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Thank you,

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Queen
Anne's
County

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

Department of Human Resources

The Liberty Building
107 North Liberty Street
Centreville, MD 21617

Telephone: (410) 758-4406
Fax: (410) 758-6913
TDD: 410-758-2126
e-mail: qachr@qac.org
www.qac.org

County Commissioners:

- James J. Moran, At Large
- Jack N. Wilson, Jr., District 1
- Stephen Wilson, District 2
- Philip L. Dumenil, District 3
- Christopher M. Corchiarino, District 4

TO: Queen Anne's County Commissioners
FROM: Beverly A. Churchill *BAC* Director, Human Resources
DATE: December 22, 2020 **ACTION ITEM**
SUBJECT: 457(b) Retirement Plan Investment Committee Bylaws

Queen Anne's County transitioned from three 457(b) deferred compensation vendors to one vendor, Voya, in June 2020.

The final phase of this transition is to establish ongoing governance oversight to maintain a competitive and IRS compliant plan. As part of this ongoing governance, an 457(b) Retirement Plan Investment Committee needs to be formally established with governing bylaws. The Committee bylaws have been drafted and are attached. These draft bylaws outline the committee purpose and responsibilities, committee membership and officers and committee meeting requirements.

This is the final step in the transition process. These draft bylaws have been reviewed by our consultant and shared with the Employee Communication & Morale Committee.

Motion:

I move that the draft 457(b) Retirement Plan Investment Committee Bylaws be adopted as presented.

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Queen Anne's County 457(b) Retirement Plan Investment Committee Bylaws

Purpose

The Investment Committee (Committee) shall be the investment fiduciary responsible for the prudent management of the Queen Anne's County 457(b) retirement plan. The Committee is responsible for ensuring that the plan is being managed in compliance with ERISA (Employee Retirement Income Security Act) and Department of Labor regulations and that it continues to meet the needs of Queen Anne's County employees.

Responsibilities

The Committee is responsible for the following:

- Establishing and maintaining the Queen Anne's County 457(b) Retirement Plan Investment Policy Statement
- Selecting the investment options, which should be sufficiently diversified to allow plan participants to prudently diversify his or her portfolio
- Periodically monitoring and evaluating the performance of the investment options offered by the plan and making investment option changes when deemed necessary
- Hiring and monitoring investment consultants, if appropriate
- Providing employees with opportunities for investment education, communication, and other investment-related services
- Provide periodic reports to the County Commissioners

Committee Members

The Committee will consist of the Director, Human Resources, Director of Budget, Finance & IT plus five (5) County employee members. County employee members shall serve terms of two (2) years. Terms may be renewed but members may serve no more than two consecutive terms. County employees may be nominated or volunteer to serve on the Committee. County employees must be members of the Queen Anne's County 457(b) plan to serve.

Committee Officers

The Committee will have a Chair and a Secretary. The Secretary may be a non-voting member of the Human Resources or Budget, Finance & IT staff. The Director, Human Resources will serve as the inaugural Chair of the Committee. A representative from Human Resources will serve as the inaugural Secretary. The Committee will nominate and approve the Chair and the Secretary to serve a two-year term at the first Committee meeting of the respective year.

The Committee Chair will conduct all Committee meetings, and the Committee Secretary will be responsible for the meeting agenda and keeping minutes of Committee meetings. The Chair is authorized by the Committee to execute any instruments necessary for the Committee to conduct business.

Meetings

The Committee will meet at least twice per year. The Committee may meet more often at the request of the Committee Chair or a majority of the Committee members.



*Queen
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Stephen Wilson, District 2
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Christopher M. Corchiarino, District 4

MEMORANDUM

Date: January 6, 2021

ACTION ITEM

To: County Commissioners

Via: Stephen Chandlee, Director, Department of Parks & Recreation

From: Mike Watson, Chief of Operations, Department of Parks & Recreation

Subject: FY19 Terrapin Park Trailhead

The Department of Parks is requesting to purchase a prefabricated concrete Trailhead & Restroom Facilities for Terrapin Nature Park, accessing the BUYBOARD contract from Public Restroom Company in the amount of \$461,801.00. This facility will consist of a three stall men's and three stall women's restroom and a Ranger station. This facility will be located at the west end of the parking lot and will become the new entrance into the Park. The Parks and Recreation Department has submitted and been approved for a POS grant in the amount of \$460,000.00. The remaining funds along with utility hookups and sitework will utilize the Terrapin Park Trailhead Capital Project (400911) from the FY19 approved budget.

Requested Action:

I move to authorize the Department of Parks & Recreation to purchase a prefabricated concrete Trailhead & Restroom Facilities, from Public Restroom Company, Minden, NV, utilizing the BUYBOARD contract, in the amount of \$461,861.00. Funding to come from the Department of Parks & Recreations FY19 Terrapin Park Trailhead Capital Project and POS grant funds.

: Jon Seeman

PARKS AND RECREATION DEPARTMENT
FY 2019 TERRAPIN PARK TRAILHEAD

Funding:	Approved FY19 Terrapin Park Trailhead Budget	\$125,000.00	
	<u>Approved POS Grant</u>	<u>\$460,000.00</u>	
	Total Approved Funds		\$585,000.00
Expenditures:	Trailhead & Restroom Facilities	\$461,801.00	
	<u>Water & Sewer Hook-Up (estimate)</u>	<u>\$123,199.00</u>	
	Total Expenditures		<u>\$585,000.00</u>
Total Remaining Budget with Expenditures			<u>\$ 0.00</u>



Price Proposal: Terrapin Nature Area, Queen Anne County, MD
Date: 1/6/2021
Reference: 10892-10/1/2020-0
BuyBoard: 592-19

Our Offer to Sell:

- 1. Restrooms and Ranger Station Buildings delivered to site @ \$ 426,506**
Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)*

- 2. Installation: Turnkey Installation of the Buildings above @ \$35,295 with retention allowed.**
Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
 - a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
 - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
 - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
 - d. Set the building on the site pad.
 - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

- 3. Owner/General Contractor Final Tie In of Utilities and other site work:**
The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

- 4. Total Cost of buildings and installation @ \$ 461,801**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turnkey, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
- 2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
- 3. Sidewalks outside the building footprint.**
- 4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price



quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by

Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

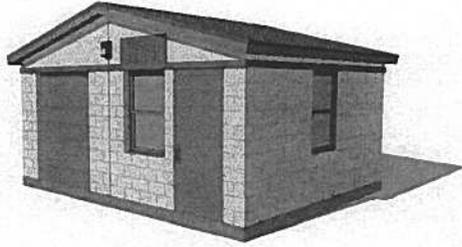
Accepted by:

Authorized Signature

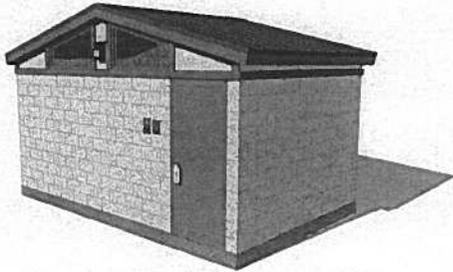
Date Signed

Printed Name

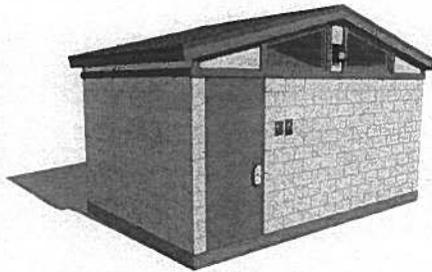
Legal Entity Name and Address



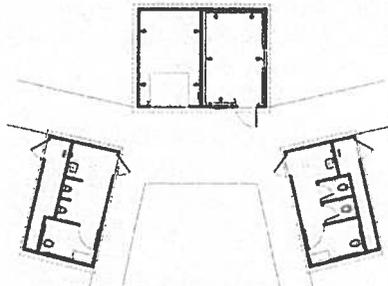
RANGER STATION BUILDING



MENS RESTROOM BUILDING



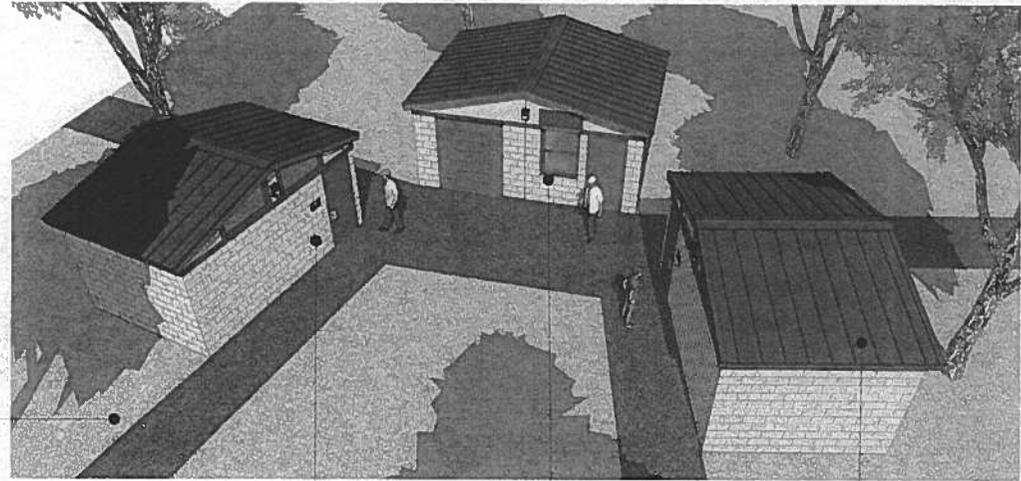
WOMENS RESTROOM BUILDING



SITE PLAN

SCALE: NOT TO SCALE

LANDSCAPE BY OTHERS

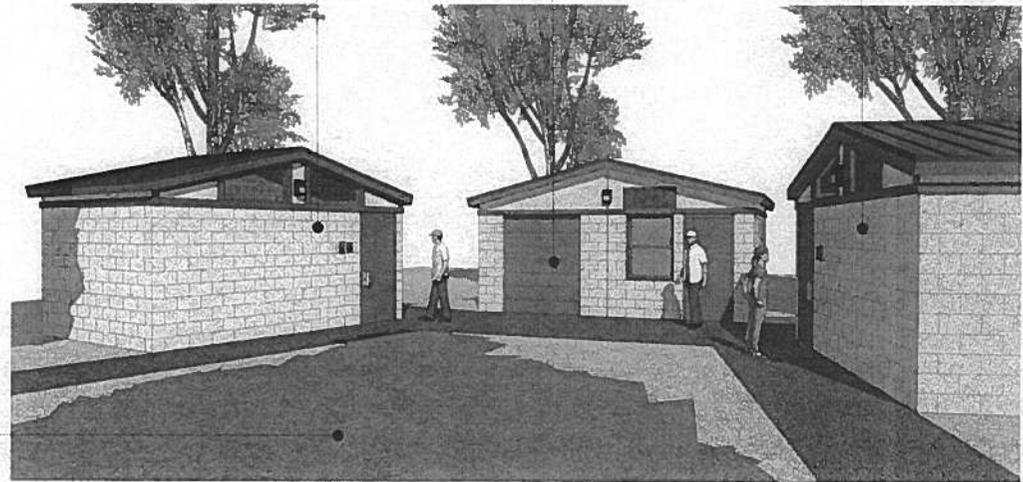


MENS RESTROOM

RANGER STATION

WOMENS RESTROOM

LANDSCAPE BY OTHERS



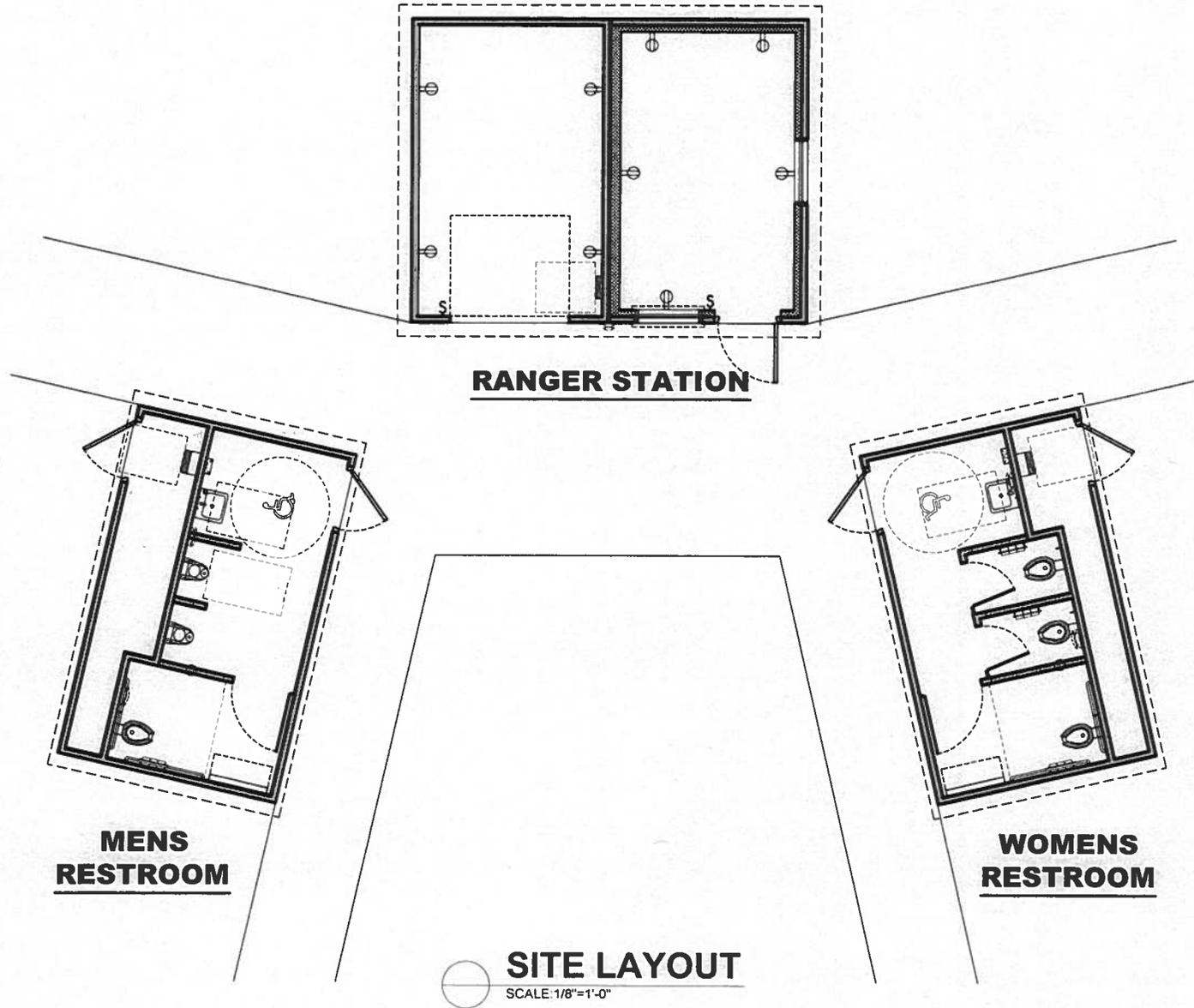
OVERALL - SITE LAYOUT
TERRAPIN NATURE AREA
QUEEN ANNE'S COUNTY, MARYLAND

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MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



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BUILDING TYPE:

OVERALL - SITE LAYOUT

PROJECT:

**TERRAPIN NATURE AREA
QUEEN ANNE'S COUNTY, MD**

REVISION #

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REVISION DATE:

DRAWN BY:

SHEET#

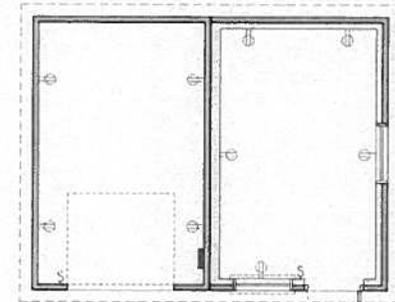
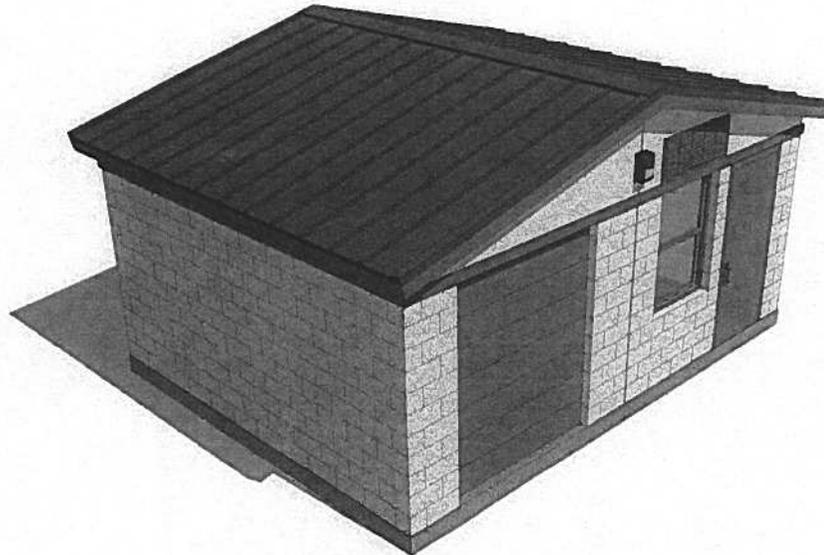
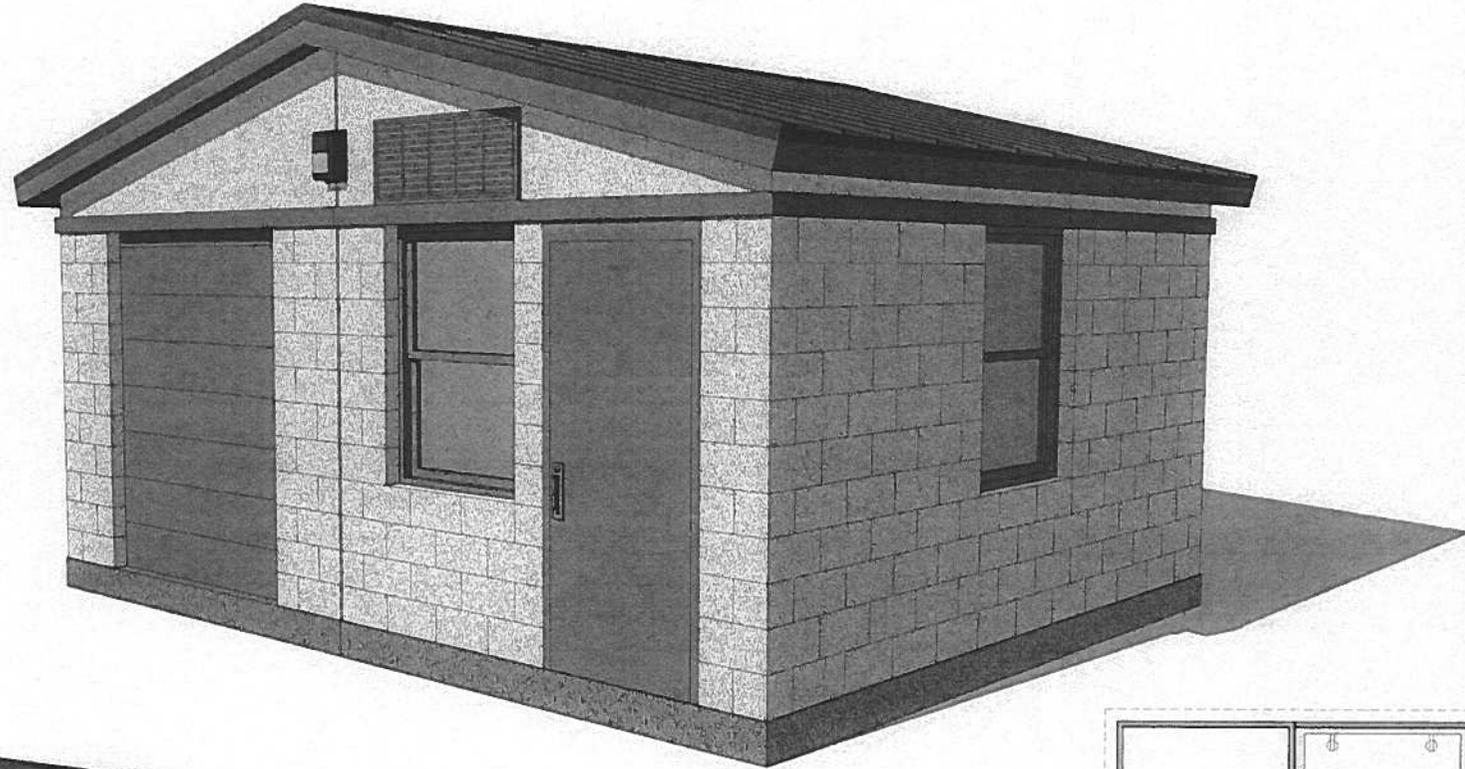
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PROJECT #:
10892

START DATE: **10/1/2020**
DRAWN BY: EOR

MAX. PERSON / HOUR:

- -



FLOOR PLAN

SCALE: NOT TO SCALE



'RANGER STATION'
RANGER OFFICE/ STORAGE
TERRAPIN NATURE AREA
QUEEN ANNE'S COUNTY, MARYLAND

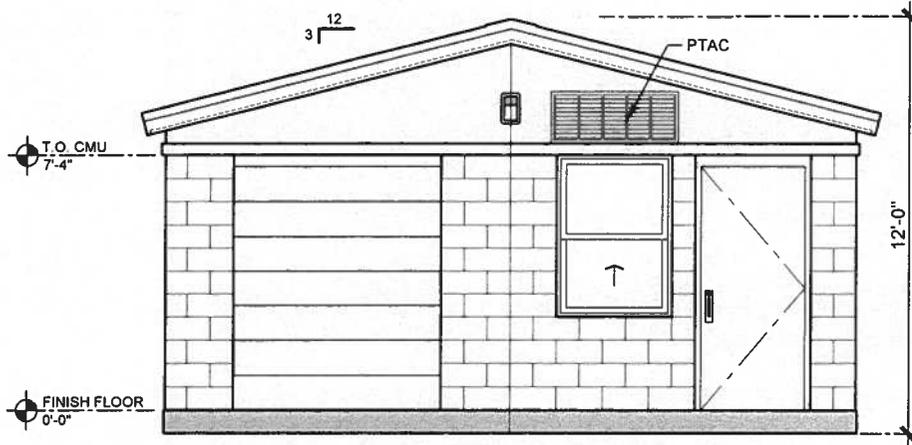
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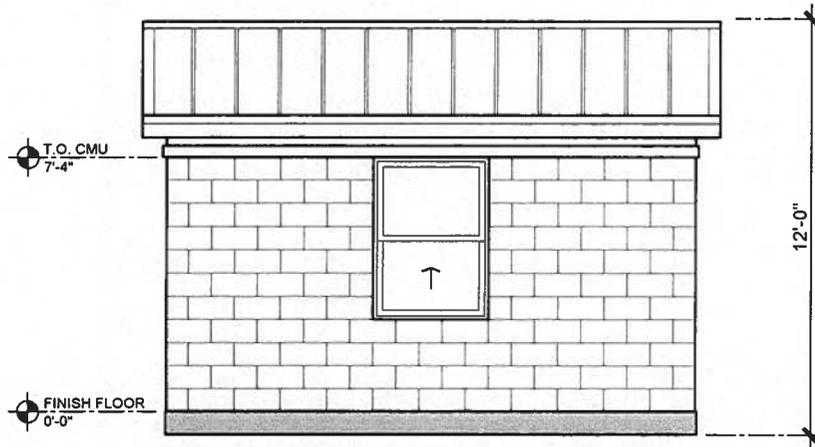
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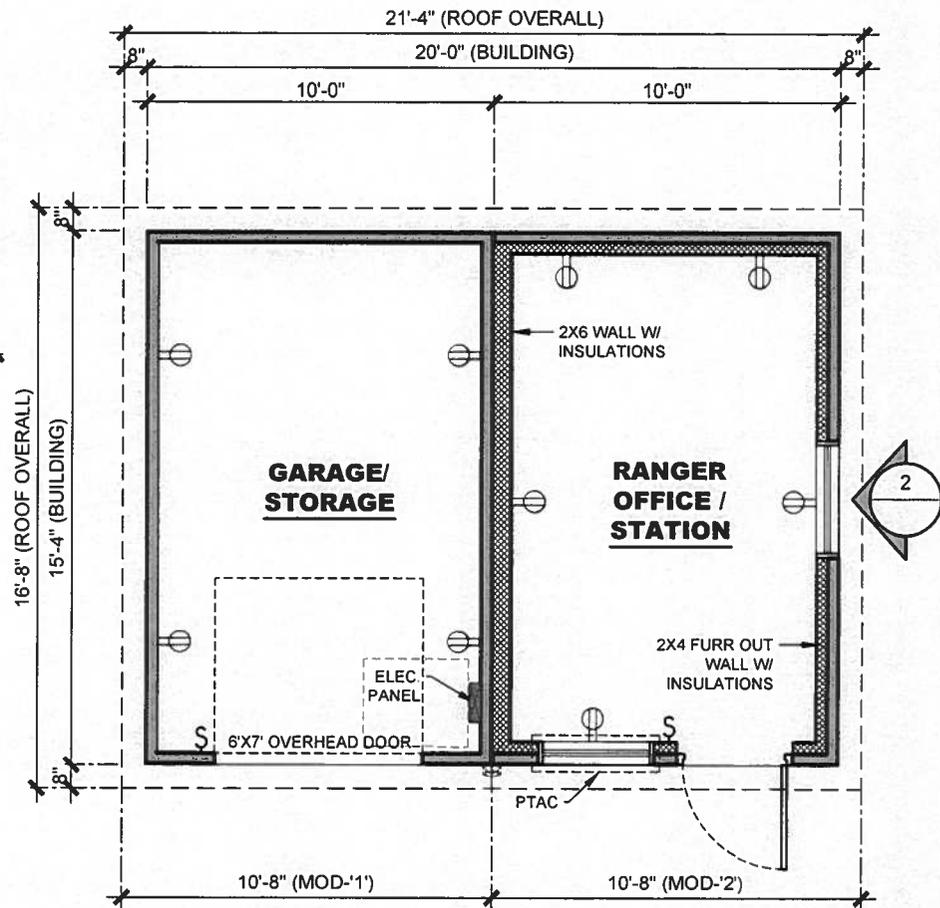
ELEVATION 1

SCALE: 3/16"=1'-0"



ELEVATION 2

SCALE: 3/16"=1'-0"



FLOOR PLAN

SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RANGER STATION
RANGER OFFICE/ STORAGE BUILDING

PROJECT:

TERRAPIN NATURE AREA
QUEEN ANNE'S COUNTY, MD

REVISION #

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REVISION DATE: **10/1/2020**

DRAWN BY: EOR

SHEET#

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PROJECT #: **10892A**

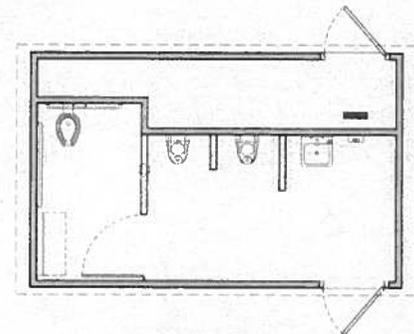
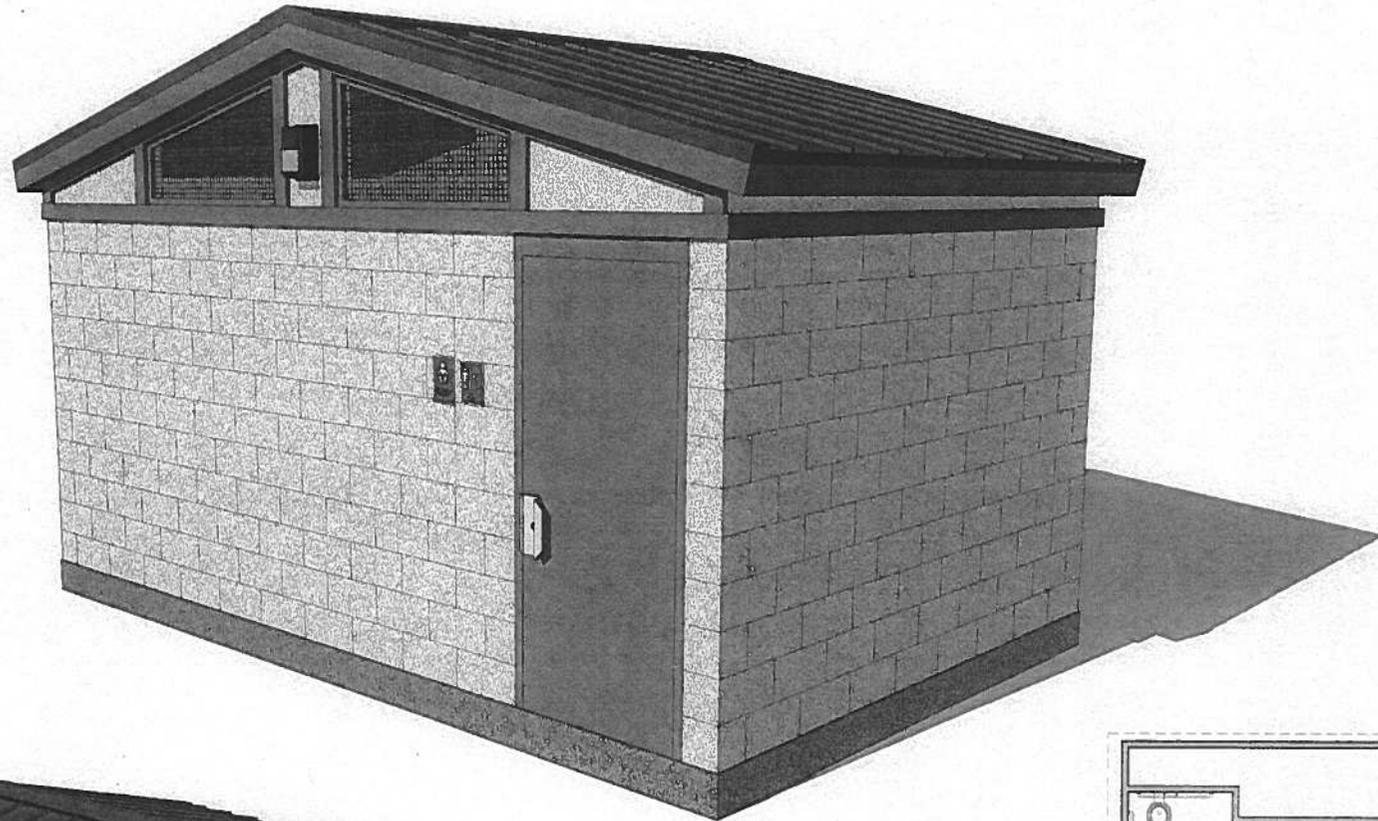
START DATE: **9/30/2020**

DRAWN BY: EOR

MAX. PERSON / HOUR:

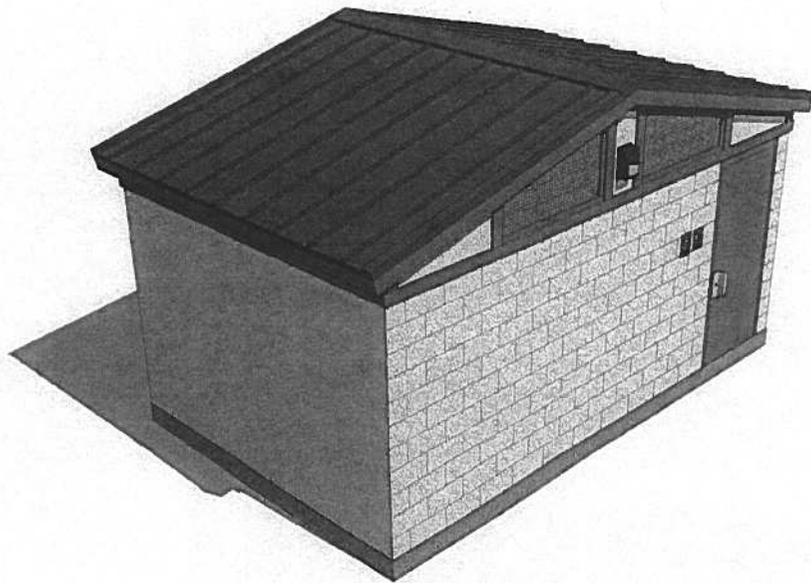
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FLOOR PLAN

SCALE: NOT TO SCALE



'MENS RESTROOM'
RESTROOM BUILDING
TERRAPIN NATURE AREA
QUEEN ANNE'S COUNTY, MARYLAND

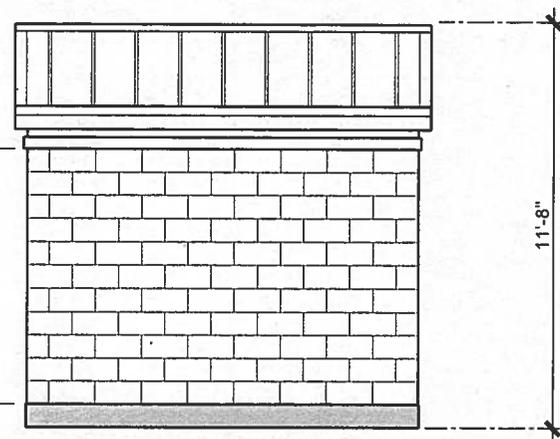
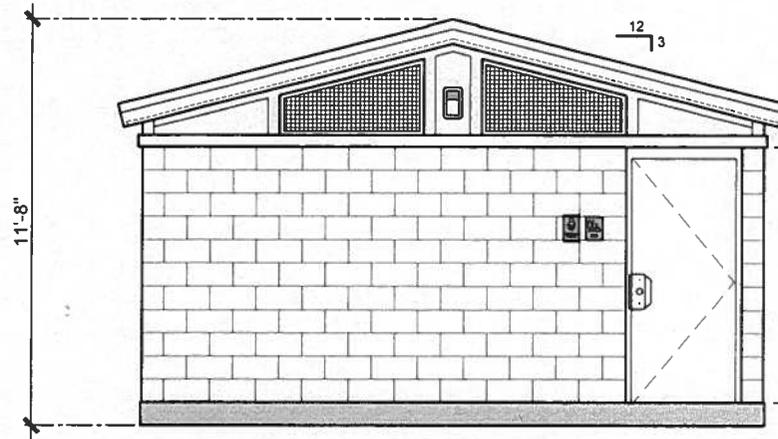
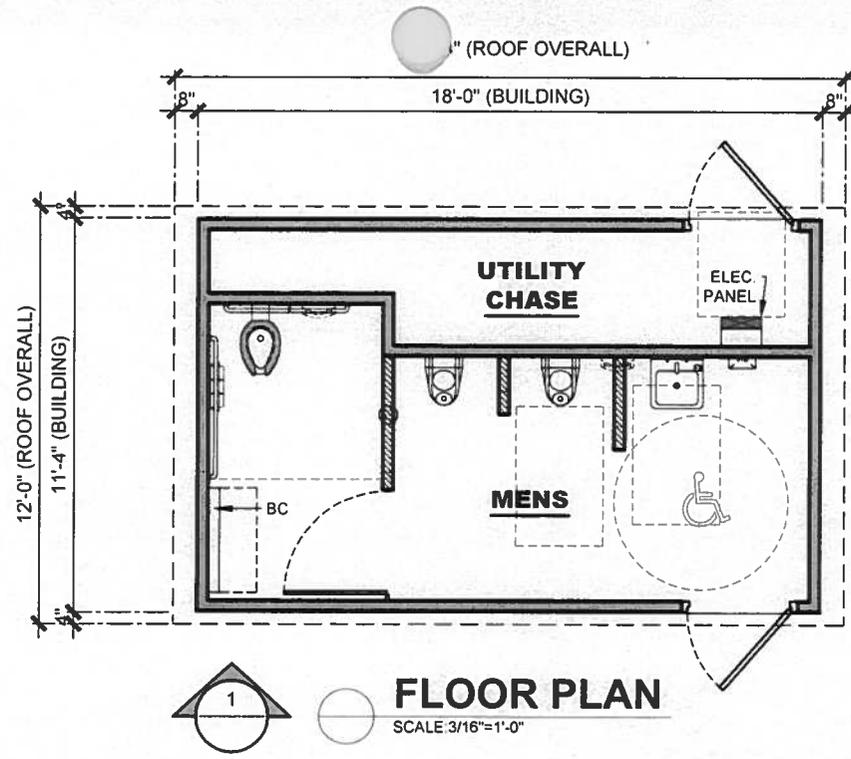
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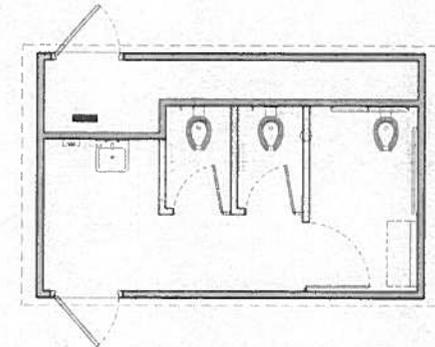
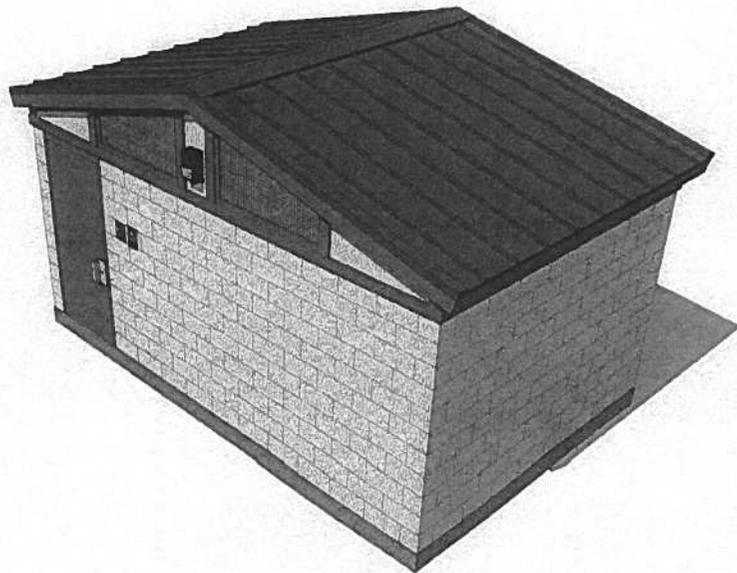
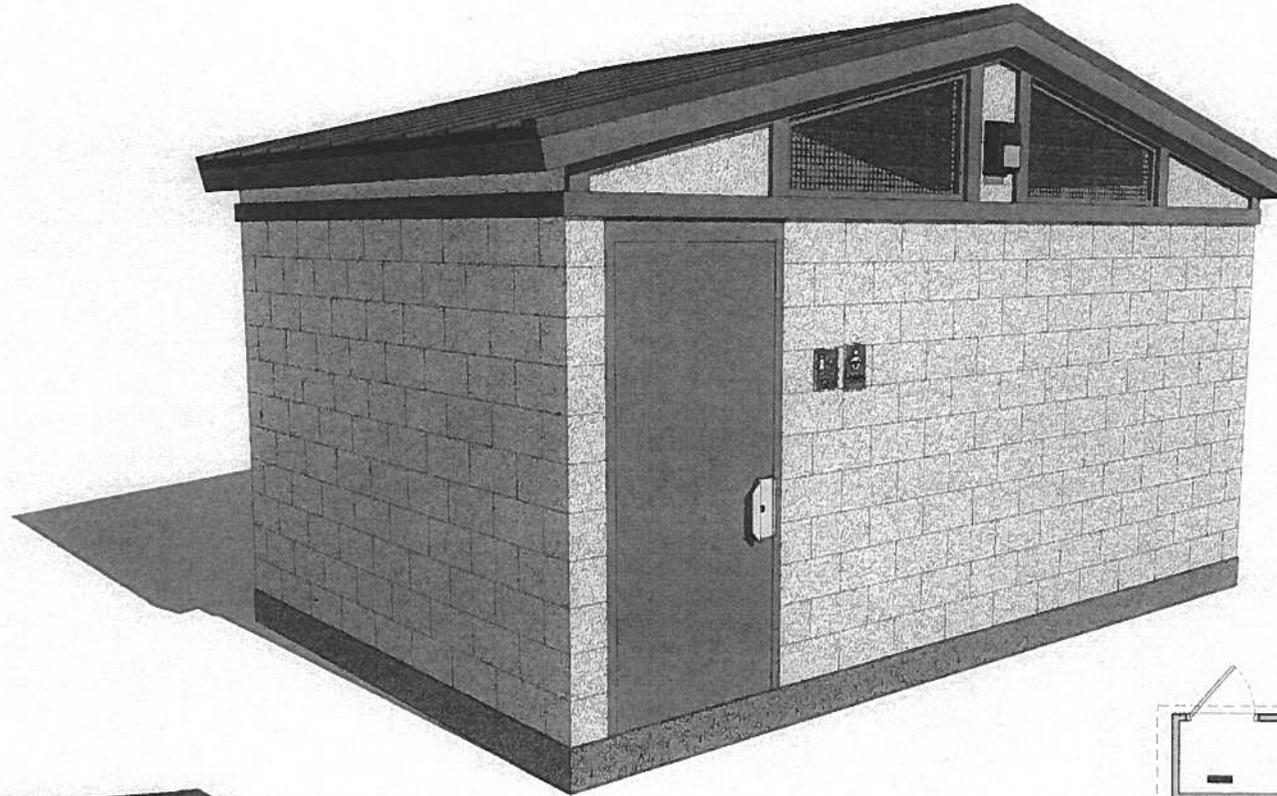
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BUILDING TYPE:	MEN'S RESTROOM RESTROOM BUILDING
PROJECT:	TERRAPIN NATURE AREA QUEEN ANNE'S COUNTY, MD

REVISION #	-
PROJECT #:	10892B

REVISION DATE:	-
DRAWN BY:	-
START DATE:	9/30/2020
DRAWN BY:	EOR

SHEET#	
MAX. PERSON / HOUR:	180 M



FLOOR PLAN

SCALE: NOT TO SCALE



'WOMENS RESTROOM' RESTROOM BUILDING TERRAPIN NATURE AREA QUEEN ANNE'S COUNTY, MARYLAND

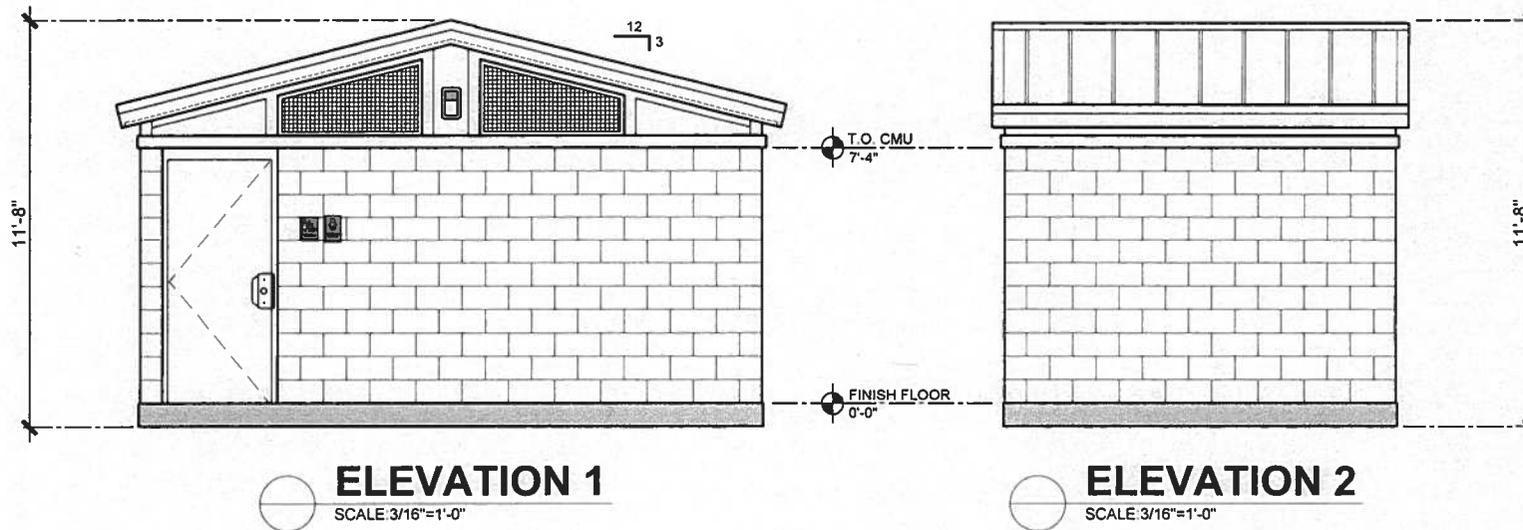
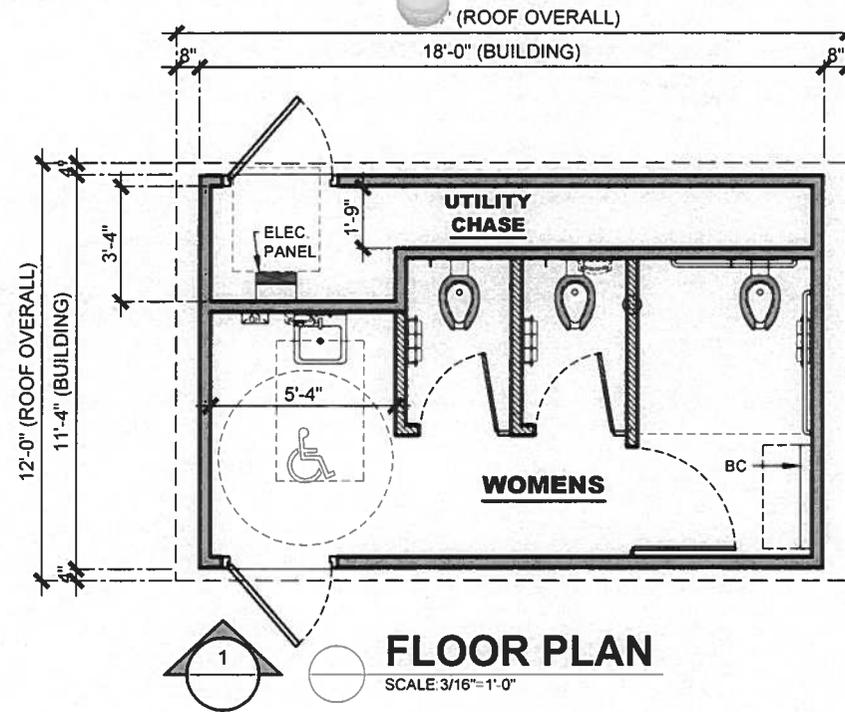
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BUILDING TYPE:

WOMEN'S RESTROOM
RESTROOM BUILDING

PROJECT:

TERRAPIN NATURE AREA
QUEEN ANNE'S COUNTY, MD

REVISION #

1

REVISION DATE: **10/1/2020**

DRAWN BY: EOR

SHEET#

PROJECT #:

10892C

START DATE: **9/30/2020**

DRAWN BY: EOR

MAX. PERSON / HOUR:

90 M



10

110 N. CROSS STREET
CHESTERTOWN, MARYLAND 21620
PHONE: 410-810-1381
FAX: 410-810-1383
WWW.CLEANCHESAPEAKECOALITION.ORG

MEMORANDUM

TO: Caroline County: Wilbur Levensgood, Jr., County Commissioner
Cecil County: Danielle Hornberger, County Executive
Robert Meffley, County Council
Dorchester County: Libby H. Nagel, County Council
Kent County: Ronald H. Fithian, County Commissioner
Queen Anne's County: James J. Moran, County Commissioner

FROM: Chip MacLeod, General Counsel

DATE: December 11, 2020

RE: Fiscal Year 2021 – Scope of Work and Budget

Dear Executive Committee, including a warm welcome to Danielle Hornberger, newly elected Cecil County Executive:

Recognizing the unprecedented challenges that you and your jurisdictions are facing as a result of the COVID-19 pandemic and deferring to other Coalition county priorities, this memo concerning the efforts of the Coalition in current FY2021 and related Scope of Work, Budget and summary of FY2020 action and accomplishments is being transmitted later than usual – and after convening the Executive Committee¹ to confirm the level of interest in the Coalition's continuance and possibly expanding the organization's scope in terms of common issues and concerns among the Eastern Shore counties with natural resource-based economies.

Amidst all the uncertainty and economic challenges resulting from the COVID-19 public health crisis, tides still change, rains come, rivers flow and, unfortunately for Chesapeake Bay and downstream restoration efforts, scouring still happens at Conowingo Dam, dumping shock-loading proportions of nutrient-laden sediments and other pollution into the upper Bay in a matter of days. Knowing that, we have continued representing Coalition county interests in FY2021, adding to the body of research, coordination and advocacy since inception in 2012.

August 2020 marked the 8-year anniversary of the Clean Chesapeake Coalition. In considering Fiscal Year 2021 effort and focus, it is instructive to see where we started.

¹ The Executive Committee met on October 29, 2020 at the Chesapeake Heritage & Visitors Center at Kent Narrows. The following were in attendance: Wilbur Levensgood, Caroline County Commissioner; Alan McCarthy, Cecil County Executive; Ron Fithian, Kent County Commissioner; Jim Moran, Queen Anne's County Commissioner; Todd Mohn, Queen Anne's County Administrator; and Chip MacLeod, General Counsel.

Memo to Executive Committee re FY2021
December 11, 2020
Page 2 of 2

In August 2012, the Dorchester County Council suggested joining forces and resources to collectively pursue improvement to the water quality of the Chesapeake Bay in the most prudent and fiscally responsible manner possible. Many of you and your Counties then realized that the time was ripe to push back, on behalf of your constituencies, against wasteful, unproven and spuriously motivated programs, policies and mandates in the name of saving the Bay. The original call to arms in furtherance of that objective still resonates:

“...precious taxpayer funding must be directed towards reducing major sources of nutrient and sediment loading to the Bay before such funds are expended on lesser, more marginal sources of loading. This approach will maximize the benefits achieved from the limited public funding available to improve the water quality of the Bay. This approach will also safeguard against expenditures that will be marginalized or rendered meaningless as a result of the loading from major sources that have not been appropriately addressed. In addition, public resources must be invested in technologies and programs for which a valid scientific and/or technical basis exists in order to conclude that implementation will achieve meaningful and lasting improvement to the water quality of the Bay.”

Through extensive research, coordination and advocacy we have continued to advance and protect the interests of the Coalition counties accordingly. A summary of Coalition action and accomplishments throughout Fiscal Year 2020 is enclosed, along with the Budget-Expense Report for FY2020.

There is indeed a cost associated with advancing the Coalition’s mission and interests of participating counties. By the same token, there is much economy realized by the pooling of resources in pursuit of common goals. Your ongoing effort enhances the posture of the Coalition as a credible resource and advocate worthy of a seat and voice at any table where programs, policies and practices to improve the water quality of Chesapeake Bay and impacting local governments are being developed and considered.

At the meeting on October 29, 2020, the Executive Committee received the FY2020 Budget-Expense Report and agreed to maintain the annual per county contribution at \$17,000 in FY2021. The Committee also agreed to invite non-member Eastern Shore counties to participate (or in some cases rejoin). The proposed FY2021 Budget and Scope of Work are enclosed.

A separate statement will be sent to each County for the FY2021 contribution. Kindly advise whether your jurisdiction intends to continue its participation in the Coalition. If there are questions or a presentation/discussion with your governing body is desired, please contact me.

Enclosures: FY2021 Scope of Work Outline
FY2021 Budget (projected)
FY2020 Action and Accomplishments Summary
FY2020 Budget-Expense Report

cc: Coalition County Administrators/Managers





Summary of Action and Accomplishments in FY 2020

Through research, coordination and advocacy we continued to advance and protect the interests of the Coalition counties by raising awareness and pursuing improvements to the water quality of the Chesapeake Bay in the most prudent and fiscally responsible manner. Throughout Fiscal Year 2020, as fragmented by the novel coronavirus (COVID-19) pandemic and public health considerations, we monitored a range of Chesapeake Bay related water quality issues and actively engaged on various fronts in furtherance of the Coalition mission. For example:

- Monitored activities and meetings of the Conowingo WIP Steering Committee under EPA Chesapeake Bay Program (CBP).
- Advocated for more federal and State coordination, evaluation and transparency regarding portions of Aberdeen Proving Ground receiving the placement of suitable dredged sediment from Conowingo reservoir (via conduit) and shipping channels for shoreline stabilization, restoration and overall planning for coastal resiliency in the upper Bay.
- Co-hosted hospitality tent at the 43rd Annual J. Millard Tawes Crab and Clam Bake in Crisfield to raise awareness of Coalition priorities (July 2019).
- Coalition wins an Emmy for its second Bay health video, *The Conowingo Factor*, from the National Capital Chesapeake Bay Chapter of the National Academy of Television Arts & Sciences (July 2019). The Coalition's Emmy is on display at Harris Seafood Co. in Queen Anne's County.
- Coalition meeting at MACo Summer Conference with special preview of our video, *The Conowingo Factor*, and featured guests MDE Secretary Ben Grumbles and DNR Secretary Jeannie Haddaway-Riccio (August 2019).
- Attended Chesapeake Bay Program Executive Council Meeting in Oxen Hill, Md. (chaired by Governor Hogan) and attended by EPA Administrator Andrew Wheeler; focus on inaction by Pennsylvania, unfunded Phase III WIP and Maryland call for action upstream (September 2019).
- Coalition letter to Governor Larry Hogan re re-election as Chair of CBP Executive Council and Coalition priorities (September 2019).
- Reviewed EPA Proposed Rule changes to federal regulations on Water Quality Certification under Section 401 of Clean Water Act (CWA); filed Coalition comments with EPA (October 2019).



FY 2020 Action and Accomplishments

- Monitored Exelon's administrative and State and federal court appeals of MDE's CWA Section 401 water quality certification (WQC) for Conowingo Dam relicensing issued in April 2018.
- Coalition meeting in Queen Anne's County with MDE Secretary Ben Grumbles and MDE Sr. Policy Advisor Michael Pedone to discuss the Hogan Administration's proposed comprehensive Settlement Agreement between MDE and Exelon re CWA Section 401 water quality certification for Conowingo Dam licensing (November 2019).
- Coalition meeting at MACo Winter Conference with featured guests MDE Secretary Ben Grumbles re proposed Settlement Agreement with Exelon for Conowingo Dam water quality certification and Paul Schurick of Oyster Recovery Partnership (ORP) re oysters as BMP for nutrient credits (December 2019).
- Reviewed EPA evaluations of final Phase III WIPs submitted by Bay watershed states (no enforcement action against Pennsylvania) (December 2019).
- Co-Hosted with Delmarva Fisheries Association the *2nd Chesapeake Environmental & Economic Summit* for Maryland legislators in Annapolis (January 2020).
- Filed substantive Coalition comments with FERC regarding proposed Joint Offer of Settlement between MDE and Exelon for Conowingo Dam water quality certification and relicensing (January 2020).
- Researched and submitted written testimony, and in some cases oral testimony (i.e., Senate Bill 955/House Bill 1465 titled Federal Clean Water Act – Authority of State), to the House Environment and Transportation Committee and Senate Education, Health and Environmental Affairs Committee on bills of interest and concern throughout the abbreviated 2020 General Assembly Session (January-March 2020).
- Novel coronavirus (COVID-19) pandemic hits Chesapeake Bay watershed (March 2020); General Assembly 2020 Session curtailed (first time since the Civil War).
- Events and routine activities of the Coalition impacted by COVID-19 regulations and public health concerns:

Hospitality tent at the 44th Annual J. Millard Tawes Crab and Clam Bake in Crisfield to raise awareness of Coalition priorities – cancelled

Coalition meeting at MACo Summer Conference – cancelled



FY 2020 Action and Accomplishments

- Ongoing monitoring of FERC Docket P-405 re Conowingo Dam relicensing; review of Exelon filings, intervenor party motions and protests.
- Ongoing monitoring of the Hogan Administration's Pilot Dredging Project at Conowingo Dam reservoir (aka "Conwingo Sediment Characterization and Innovative Reuse and Beneficial Use Pilot Project") under the auspices of Maryland Environmental Service (MES).
- Maintained and updated Coalition website and social media outreach; routine updates to participating counties via email and Constant Contact.

Clean Chesapeake Coalition
110 N. Cross Street
Chestertown, Maryland 21620
410-810-1381

www.CleanChesapeakeCoalition.org



FY2021 Scope of Work

Outline - Priority Focus Areas

1. Conowingo Dam – FERC Relicensing

Continue active intervention in the pending Federal Energy Regulatory Commission (FERC) relicensing (Docket No. P-405) to advocate for conditions to improve downstream Bay water quality throughout the next license term (50 years) and to protect downstream efforts and expenditures in the name of Bay restoration, including support of Maryland's water quality certification (WQC) for Conowingo Dam issued in April 2018.

Monitor Exelon administrative and State and federal court appeals of MDE's CWA Section 401 water quality certification (WQC) for Conowingo Dam relicensing issued in April 2018 and resulting Settlement Agreement between MDE and Exelon (January 2020), which remains pending before FERC.

Advocate for Exelon to embrace a stewardship role for Chesapeake Bay and to cooperate with Coalition counties on local initiatives and projects designed to offset adverse downstream environmental impacts attributable to the operation and maintenance of Conowingo Dam and reservoir. At the same time, preserve the rights and interests of Coalition counties in the FERC relicensing process.

2. Conowingo WIP and Bay TMDL

Monitor EPA Chesapeake Bay Program (CBP) activities, including development of a Conowingo watershed implementation plan (CWIP) and the workings of the Conowingo WIP Steering Committee within the CBP partnership framework. Review and file comments on the Draft Conowingo WIP (by January 20, 2021).

Continue working to minimize additional pollution load allocations on Maryland and associated costs as a result of lost trapping capacity in Conowingo reservoir. Direct attention and focus upstream and on cost-effective sediment management in the lower Susquehanna River to regain trapping capacity in give the upper Bay breathing room.

Ongoing monitoring of the Conwingo Sediment Charaterization and Innovative Reuse and Beneficial Use Pilot Project managed by Maryland Environmental Service.

Coordinate with aligned stakeholders to expedite CBP approval of Conowingo reservoir dredging and sediment management as a BMP eligible for water quality trading.

3. Dredge Spoils Placement and Utilization

Advocate for more federal and State coordination, evaluation and transparency regarding portions of Aberdeen Proving Ground (APG) receiving the placement of suitable dredged sediment from Conowingo reservoir (via conduit), shipping channels and marina basins for shoreline stabilization, restoration and overall planning for coastal resiliency in upper Bay.

OVER →



FY2021 Scope of Work

4. **Oysters as BMP to meet TMDL Goals and Economic Impact**

Continue advocacy for prudent oyster fishery management and restoration of historic natural oyster bars – policy and legislative initiatives promoting Bay wide oyster cultivation (shell replenishment, seeded shell relocation and rotational harvest) for the ecological benefits and positive local economic impacts; and to meet Bay TMDL goals and Conowingo WQC conditions.

5. **Inequities Among Bay Pollution Sources**

Continue drawing attention to cost/benefit disparities and enforcement inequities among targeted pollution sectors in Maryland, upstream and within the Bay watershed. Steer attention and focus on the largest pollution sources and examples of ineffective and wasteful policies, programs and public funding expenditures in the name of water quality improvement and pollution reduction.

6. **Broaden Coalition Scope and Participation**

Since inception in 2012, the Coalition's efforts and resources have been predominantly focused on Chesapeake Bay and tributary water quality issues and concerns shared by participating counties. Given the CCC's founding principles, track record and reputation, participating counties may utilize the organization for research, coordination and advocacy on issues related to transportation, energy, solid waste management and regional economic development, and invite participation of all nine Maryland Eastern Shore counties.

10/29/20

OVER →



FY2021 Budget

(July 1, 2020 – June 30, 2021)

Revenue (projected):

\$ 85,000* five (5) member county contributions @ \$17,000

(FY2020 members: Caroline, Cecil, Dorchester, Kent, Queen Anne's)

[*The number of participating counties will determine the FY budget. The FY budget and Scope of Work will be adjusted accordingly.]

Expenses (estimated):

Legal	\$	70,000	(1)
General Counsel; Research; Coordination; Advocacy; Lobbying			
General Administration	\$	12,000	(2)
Member Services; Meetings; Media Research; Public Relations			
Communications	\$	3,000	(3)
Messaging and Content; Website Management/Maintenance			
Total	\$	85,000	(4)

Notes:

- (1) MacLeod Law Group (MLG) serves as Coalition general counsel at discounted rates consistent with the firm's practice for services to local government entities. Detailed statements of services provide and expenses advanced, if any, are always available.
- (2) Administrative/organizational (non-legal) client services and reimbursable expenses provided by MLG estimated per prior years of Coalition operational history.
- (3) Current and prior year examples: website development; branding; exhibiting at conferences; branded content video; marketing materials, social media.
- (4) The issues and activities in which the Coalition is engaged are fluid and subject to change, so we will adapt as needed and as directed in furtherance of the Coalition's objectives.

6/4/20



FY2020 Financial Report
 Budget Detail – CCC Fees & Expenses
 (07/01/19 through 06/30/20)

Expenses	Item	Total
Crisfield Chamber of Commerce	Co-hosting Hospitality Tent at Tawes Crab Feast (2018-2019)	139.95
Maryland State Ethics Commission	Lobbyist Registration Fee	103.00
GoDaddy.com	Annual website hosting/security/backup fee	219.80
Constant Contact	CCC Social Media Management	405.00
Springer Nature	Journal Article of study related to Conowingo	39.95
	TOTAL	\$907.70

Billings Against Member Contributions	Administration & Communications Fees	Legal Fees/Expenses	Total
July 2019	2,000.00	5,679.76	7,679.76
August 2019	2,000.00	2,513.70	4,513.70
September 2019	2,000.00	3,750.00	5,750.00
October 2019	2,000.00	3,757.25	5,757.25
November 2019	2,000.00	8,875.00	10,875.00
December 2019	2,000.00	6,067.45	8,067.45
January 2020	2,000.00	4,203.16	6,203.16
February 2020	2,000.00	13,423.00	15,423.00
March 2020	2,000.00	2,660.00	4,660.00
April 2020	2,000.00	3,950.00	5,950.00
May 2020	2,000.00	433.88	2,433.88
June 2020	2,000.00	11,900.00	13,900.00
TOTAL	\$24,000.00	\$67,213.20	\$91,213.20

Member Contributions Received	
Caroline County, Maryland	17,000.00
Cecil County, Maryland	17,000.00
Kent County, Maryland	17,000.00
Dorchester County, Maryland	17,000.00
Queen Anne's County, Maryland	17,000.00
TOTAL	\$85,000.00

09/16/20



FY2020 Budget

(July 1, 2019 – June 30, 2020)

Revenue:

Projected:	\$ 90,000*	six (6) member county contributions @ \$15,000
	<u>\$ 12,000</u>	\$2,000/county for website and communications
	\$ 102,000	

[*The number of participating counties will determine the FY budget. The FY budget and Scope of Work will be adjusted accordingly.]

Note: Carroll County withdrew participation per letter dated 8/1/19.

Expenses:

Legal	\$	78,000	(1)
General Counsel; Research; Coordination; Advocacy; Lobbying			
General Administration	\$	12,000	(2)
Member Services; Meetings; Media Research; Public Relations			
Communications	\$	12,000	(3)
Branding and Messaging; Website Management/Upgrade			
Total	\$	102,000	(4)

Notes:

- (1) MacLeod Law Group (MLG) serves as Coalition general counsel at discounted rates consistent with the firm's practice for services to local government entities. Detailed statements of services provide are always available.
- (2) Administrative/organizational (non-legal) client services and reimbursable expenses provided by MLG estimated at \$1,000/month based on prior years of Coalition operational history.
- (3) Current and prior year examples: website development; branding; exhibiting at conferences; branded content video; marketing materials, social media.
- (4) The issues and activities in which the Coalition is engaged are fluid and subject to change, so we will adapt as needed and as directed in furtherance of the Coalition's objectives.

09/16/20

CC-24

Date 12/14/2020

QUEEN ANNE'S COUNTY
REQUEST FOR BUDGET AMENDMENT
FY2021

Description of expenditure/revenue accounts to increase/(decrease):	Fund	Account Code	Increase (Decrease) Amount
Increase General Fund Income Taxes	100	199000 30201	\$ 105,323
Increase FEC - Fire Chiefs Assoc. Additional Equipment	100	110700 9050	\$ 105,323

Justification:

This amendment is to establish budget authority in the General Fund to increase Income Tax Revenue in the amount of \$105,323.

This amendment is to cover the cost of application and installation for DVRs in Fire Command vehicles.

MH
12/28/20

Requester printed Department:
Requester signature & date:
Finance Director signature & date:
Approval & date:

Brianna Moran, Finance
[Signature] 12/14/20
[Signature] 1/5/21