

**Public Business Meeting
Agenda**

Thursday, June 22, 2023 - 5:00 PM

*Allegany County Office Building, 701 Kelly Road, Allegany Room 100
Cumberland, Maryland 21502*

WE ASK THOSE CITIZENS WISHING TO ADDRESS THE BOARD TO REGISTER ON THE SIGN-UP SHEET AND CONDENSE THEIR COMMENTS TO FIVE MINUTES OR LESS. THIS WILL ALLOW AN OPPORTUNITY FOR EVERYONE WISHING TO COME FORWARD TO HAVE A CHANCE TO SPEAK. WE WILL CONDUCT OUR MEETING IN AN ORDERLY FASHION AND ASK THAT EVERYONE WISHING TO SPEAK FIRST BE RECOGNIZED BY THE PRESIDENT, COME TO THE MICROPHONE, AND GIVE HIS OR HER NAME AND ADDRESS PRIOR TO THEIR COMMENTS.

- 1. Pledge of Allegiance**
- 2. Call to Order & Roll Call**
- 3. Approval of Agenda**
- 4. Approval of Previous Meetings Minutes**
- 5. Presentations**
- 6. Public Hearing**
- 7. Action Agenda**
 - A. Application for Manufacturer's Tax Exemption Credit, AES Warrior Run - **Lee Beeman, County Attorney**
 - B. ACPS Budget Amendments, FY 23 & FY 24 - **Jeff Blank & Larry McKenzie, Allegany County Public Schools**
 - C. FY 23 Allegany County Budget Amendments - **Jason Bennett, County Administrator**
 - D. Appointment of Allegany County Clerk to the County Commissioners - **Jason Bennett, County Administrator**
 - E. Bid Award for Miners Memorial Park - **Dan DeWitt, County Engineer**
 - F. CareFirst -Stop Loss Renewal Approval - **Kristi Liller, Director of Human Resources**
- 8. Consent Agenda**
 - A. Mental Health Advisory Committee - Appointment

- B. First Amendment to Service Agreement Between UPMC Western Maryland and Allegany County Commissioners
- C. First Amendment to Service Agreement Between UPMC Western Maryland and Willowbrook Health Center Condominium
- D. Allegany County Utilities Division - Truck Lease
- E. Rules and Regulations Governing Employees of Allegany County, Resolution 23-24 Job Descriptions, Grade Allocation Table
- F. Senior Care Program Administration Renewal
- G. Section 8 Housing and Rehabilitation MOU & Sub-recipient Agreements

9. Public Comment

10. Reports

- A. County Administrator
- B. County Attorney

11. Commissioner Comments

12. Reminders/Upcoming Meetings

- A. NEXT MEETING - Thursday, July 13, 2023, 5:00 PM

13. Adjournment

**Public Business Meeting
Item Summary Report**
Department: County Attorney

To: Allegany County Commissioners
From: Lee Beeman, County Attorney
Subject: Application for Manufacturer's Tax Exemption Credit,
AES Warrior Run - **Lee Beeman, County Attorney**
Supporting Documents: Yes

1. Summary of Request

Annual request for manufacturer's exemption credit for new equipment purchased in calendar year 2022 by AES Warrior Run.

2. Financial Impact

Annual tax credit authorized under State law.

3. Recommendation

Approve the annual tax credit.



ALLEGANY COUNTY, MARYLAND

Tax & Utility Office

701 Kelly Road, Suite 201, Cumberland, Maryland 21502
(301) 777-5965 FAX (301) 777-2072 www.gov.allconet.org

BOARD OF COMMISSIONERS

David J. Caporale, President
Creade V. Brodie, Jr.
William R. Atkinson

William F. Lashbaugh, Supervisor
Patti Corley, Accountant

2023-24 APPLICATION

COUNTY PERSONAL PROPERTY MANUFACTURING TAX CREDIT

(Tax-Property, Section 7-225 and Code Home Rule Bill No. 1-96)

A COMPLETE COPY OF YOUR **2022 PERSONAL PROPERTY SCHEDULE** FILED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) **MUST** BE RETURNED AS PART OF THIS APPLICATION BY **APRIL 30, 2023**.

ACCOUNT #: P 03995131 000000
NAME: AES Warrior Run Limited Partnership
COMPLETE ADDRESS: 11600 Mexico Farms Road, S.E.
(change, if incorrect) Cumberland, MD 21502

Has any equipment that was previously granted an exemption by the Allegany County Commissioners been disposed of during the calendar year 2022? YES X NO

If YES, please attach a list including year of original purchase.

Did you purchase any new equipment in excess of \$50,000 during 2022? YES X NO

If YES, you must complete the enclosed application form listing the equipment and cost in order for any new equipment to be considered.

Is any of the new equipment being leased? YES NO X

If YES, please state on the enclosed form.

I declare under the penalties of perjury, pursuant to Tax-Property, Section 1-201 of the Annotated Code of the Public General Law of Maryland, that this return (including any accompanying schedules and statements) has been examined by me and to the best of my knowledge, information and belief is a true, correct and complete return.

04/12/2023

Date

Authorized Signature

Chief Financial Officer

Title

*****BEFORE THIS TAX CREDIT APPLICATION WILL BE CONSIDERED, A COPY OF YOUR PERSONAL PROPERTY SCHEDULE MUST BE RETURNED WITH THE APPLICATION. THE COMPLETE APPLICATION MUST BE RETURNED BY APRIL 30, 2023. FAILURE TO FILE THIS REPORT BY APRIL 30, 2023 SHALL RESULT IN PENALTIES TO YOUR TAX CREDIT.**

**APPLICATION REQUEST FORM
MANUFACTURER'S TAX EXEMPTION OF EQUIPMENT PURCHASED DURING 2022**

NAME OF APPLICANT: AES Warrior Run Limited Partnership
Personal Property Tax Account #: P 03995131 000000

Dear Allegany County Commissioners:

We hereby request a **MANUFACTURER'S TAX EXEMPTION** for the following equipment that was purchased during **2022**:

*** Leased Equipment** is to be listed separately with the name and address of the leasing company

EQUIPMENT - OWNED

COST

See Attached

DUE DATE: APRIL 30, 2023

Any application submitted after 4/30/23 shall not be considered.

**APPLICATION REQUEST FORM
MANUFACTURER'S TAX EXEMPTION OF LEASED EQUIPMENT ACQUIRED DURING 2022**

NAME OF APPLICANT: AES Warrior Run Limited Partnership
Personal Property Tax Account #: P 03995131 000000

Dear Allegany County Commissioners:

We hereby request a **MANUFACTURER'S TAX EXEMPTION** for the following new **LEASED** equipment during 2022:

* **Leased Equipment** is to be listed separately with the name and address of the leasing company

EQUIPMENT - LEASED

COST

N/A

DUE DATE: APRIL 30, 2023

Any application submitted after 4/30/23 shall not be considered.

**AES Warrior Run
Personal Property Tax Detail
County Exemption 2023**

Description	Acq Date	2022 Acquisition	2022 Disposals	Category Code
Material Handling Crusher Hoist	12/31/2022	85,734 ✓		OG
GE Breakers Sub 3 Upgrades	6/30/2022	101,678 ✓		OG
Protective Relay Replacements	8/31/2022	122,911 ✓		OG
#4 High Pressure Feed Water Heater	8/31/2022	777,867 ✓		OG
WT Waste Water Gravity Filter Upgrade	12/31/2022	50,785 ✓		OG
WT Tank Coatings	12/31/2022	68,798 ✓		OG
WT Cooling Tower Fan Blade Replacements	12/31/2022	371,581 ✓		OG
WT Cooling Tower Stairway Upgrade	12/31/2022	68,639 ✓		OG
Ammonia Tank Coating Project	12/31/2022	21,950 ✓		OG
WR Start Up Burner Upgrades	5/31/2020	439,740		LL
WT Circulating Water Expansion Joints	5/31/2022	48,123 ✓		OG
2022 AES-WR Laptops, Monitors, Etc.	6/30/2022	16,140 ✓		DP
One Step Ahead Security Initiative	12/31/2022	45,463 ✓		DP
WR Bleach Tank Replacement	12/31/2022	49,522 ✓		OG
WR - Water Treatment Instruments	10/31/2022	6,117 ✓		OG
Boiler Sample Panel Instruments	11/30/2022	71,597 ✓		DP
WR 2022 Capital Spares	12/31/2022	18,664 ✓		OG
WR Steam Turbine Major Overhaul	11/30/2022	100,070 ✓		LL
WR Safety Platforms - Limestone Walkway	12/31/2022	94,600 x		RP
4160V/125DCV/UPS HVAC Units	12/31/2022	13,600 x		RP
CO2 Compressor Replacement	12/31/2022	102,000 ✓		CO2
Boiler Operator Field Office	7/29/2022	114,171 x		RP
Safety Platforms - Bed Ash Day Silo	8/1/2022	89,910 ✓		OG
Boiler Building 6th Floor Ventilation	9/1/2022	47,744 ✓		LL
Material Handling Control Room Upgrades	8/31/2022	14,551 ✓		DP
Water Treatment Control Room Upgrades	12/31/2022	28,531 ✓		DP
2021 WR Laptops, Monitors, Misc	6/30/2022	7,141 ✓		DP
2021 WR Laptops, Monitors, Misc	6/30/2022	7,141 ✓		DP
WR Plotter - Scanner - Printer	6/30/2022	11,789 ✓		DP
Multilin Phase 2 to Load PI	8/31/2022	108,131 ✓		OG
Boiler Baghouse Filter Replacements	12/31/2021	103,540		OG
Safety Platforms - Limestone Day Silo	10/31/2020		(1,565)	RP
Protective Relay Replacements	3/31/2021		(129,912)	OG
Boiler Operator Field Office	10/31/2021		(115,763)	RP
Multilin Phase 2 to Load PI	4/30/2021		(112,179)	OG
Safety Platforms - Bed Ash Day Silo	12/31/2021		(87,300)	RP
Material Handling Crusher Hoist	11/30/2021		(79,853)	OG
Boiler Building 6th Floor Ventilation	11/30/2021		(47,283)	LL
WR Plotter - Scanner - Printer	11/30/2021		(11,800)	DP
2021 WR Laptops, Monitors, Misc	11/30/2021		(8,788)	DP
HP Feed Water Heater MOV Isolation	6/30/2021		(13,968)	OG
GE Breakers Sub 2 Upgrades	12/31/2021		(101,014)	OG
Total		3,208,228	(709,424)	

x bldg improvements

MOTION

By motion duly carried by the County Commissioners of Allegany County, Maryland, the following was authorized as part of the Action Agenda of the Public Meeting of June 22, 2023:

Approval of Manufacturer's Tax Exemption for equipment purchased in 2022 by AES Warrior Run Limited Partnership. The exemption granted for this Applicant is for \$2,442,577 less \$50,000, and for a period of 10 years beginning with tax year 2023-2024.

DJC

CVB

WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Linda A. Simpson, Clerk to the County Commissioners of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on the 22nd day of June, 2023.

By:

Jason Bennett, County Administrator

SEAL

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: ACPS Budget Amendments, FY 23 & FY 24 - **Jeff Blank
& Larry McKenzie, Allegany County Public Schools**
Supporting Documents: Yes

1. Summary of Request

Allegany County Public Schools are proposing budget amendments for reallocation of funds for FY23 and a \$250,000 increase for FY24.

2. Financial Impact

\$250,000 from the fund balance, for FY24.

3. Recommendation

Approve



108 Washington Street • P.O. Box 1724 • Cumberland, MD 21501-1724
Telephone (301) 759-2000 • www.acpsmd.org

Members of the Board of Education

Robert S. Farrell, President
Crystal M. Bender, Vice President
Tammy M. Fraley
David A. Bohn, DC
Lori D. Lepley

Superintendent of Schools

Jeffrey S. Blank

June 15, 2023

Mr. Jason Bennett
County Administrator
Allegany County Office Complex
701 Kelly Road, Suite 405
Cumberland, Maryland 21502

Dear Jason:

Members of the Board of Education approved the following budget transfer unanimously at their most recent meeting on June 6, 2023. We are respectfully requesting consideration be given by the Board of Commissioners to also approve this transfer.

The system is requesting a budget transfer of \$110,000 to cover the anticipated shortfall within Administration salaries and contracted services this year. There was an increase in administrative staffing in the 4th quarter to train for the transition of retiring staff. We are also anticipating an increase in year-end compensated absences.

The district is requesting a budget transfer of \$90,000 to Mid-level Administration to cover the additional long term administrative coverage at a school, as a result of need.

ACPS is requesting a transfer to cover additional need within Special Education department for hearing and visually impaired students and non-public placements for \$150,000.

The system is requesting to transfer \$500,000 to Operations to cover the costs of increased utilities \$250,000, additional security officer placements during the year of \$200,000, and additional cleaning equipment of \$50,000.

The district is also requesting transfers of \$100,000 to maintenance. This is for the removal and abatement of asbestos for Washington and Braddock projects.

The district is also requesting a \$1,500,000 budget transfer to cover the cost of increasing healthcare claims as well as the cost of state billed employee retirement contributions. This transfer will further allow the district to stabilize the healthcare liability account at year end as well as meet the state retirement costs.

"Great Teaching. Great Learning. Every Student. Every Day."



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Members of the Board of Education

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Tammy M. Fraley
David A. Bohn, DC
Lori D. Lepley

Superintendent of Schools

Jeffrey S. Blank

Your favorable approval is required by state law as this request changes the original budget categories. The funds to appropriate for these items will come from savings observed over the course of the year. The amounts from each category are Instructional Salaries \$1,600,000, \$400,000 from Instructional Supplies, and Transportation \$500,000. The budget amendment does not change the level of the county appropriation. It also does not impact any future appropriation to the school system or the district's maintenance of effort calculation. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Lawrence S. McKenzie". The signature is written in a cursive style.

Lawrence S. McKenzie, CPA

cc: Jeffrey Blank
Linda Simpson

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Agenda for the June 22, 2023, meeting

The school system wishes to make budget amendments to the 2023 approved budget to cover the anticipated shortfall within the following categories:

Administration salaries and contracted services this year of \$110,000. There was an increase in administrative staffing in the 4th quarter for staff training for pending retirements. We also anticipate an increase in year-end compensated absences.

The district is requesting a budget transfer of \$90,000 to cover the additional long term administrative coverage at a school as a result of need.

ACPS is requesting a transfer to cover additional need within Special Education department for hearing and visually impaired students and non-public placements for \$150,000.

The system is requesting to transfer \$500,000 to Operations to cover the costs of increased utilities \$250,000, additional security officer placements during the year of \$200,000, and additional cleaning equipment of \$50,000.

The district is also requesting transfers of \$100,000 to maintenance. This is for the removal and abatement of asbestos for Washington and Braddock projects.

The district is also requesting a \$1,500,000 budget transfer to cover the cost of increasing healthcare claims as well as the cost of state billed employee retirement contributions. This transfer will further allow the district to stabilize the healthcare liability account at year end as well as meet the state retirement costs.

The funding for these transfers will come from existing revenue sources within the budget. Approval of this transfer does not affect the amount of the County appropriation. It is simply to comply with the requirements of the law relative to transfers.

Vote:

DJC

CVB

WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Jason Bennett, County Administrator, hereby certify that the above action of the Commissioners is part of the formal, written record of the public meeting held on the 22nd day of June 2023.

BY _____

Jason Bennett, County Administrator

SEAL

cc: Finance
Ms. Linda Simpson



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Telephone (301) 759-2000 • www.acpsmd.org

Members of the Board of Education
Robert S. Farrell, President
Crystal M. Bender, Vice President
Tammy M. Fraley
David A. Bohn, DC
Lori D. Lepley

Superintendent of Schools
Jeffrey S. Blank

June 15, 2023

Mr. Jason Bennett
County Administrator
Allegheny County Office Complex
701 Kelly Road, Suite 405
Cumberland, Maryland 21502

Dear Jason:

Members of the Board of Education approved the following FY24 budget amendment unanimously at their most recent meeting on June 6, 2023. We are respectfully requesting consideration be given by the Board of Commissioners to also approve this transfer.

The system is requesting to transfer \$250,000 for additional security officer placements during the year from fund balance. This request was made after the adoption of the original budget as presented.

Your favorable approval is required by state law as this request increases the original budget. The funds to appropriate for this item will come from fund balance. The budget amendment does not change the level of the county appropriation. It also does not impact any future appropriation to the school system or the district's maintenance of effort calculation. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lawrence S. McKenzie".

Lawrence S. McKenzie, CPA

cc: Jeffrey Blank
Linda Simpson

"Great Teaching. Great Learning. Every Student. Every Day."

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Agenda for the June 22, 2023, meeting

The school system wishes to make a budget amendment to the 2024 approved budget to cover the cost of additional security personnel:

The system is requesting to transfer \$250,000 for additional security officer placements during the year.

The funding for this amendment will come from fund balance. Approval of this transfer does not affect the amount of the County appropriation. It is simply to comply with the requirements of the law relative to transfers.

Vote:

_____	_____	_____
DJC	CVB	WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Jason Bennett, County Administrator, hereby certify that the above action of the Commissioners is part of the formal, written record of the public meeting held on the 22nd day of June 2023.

BY _____

Jason Bennett, County Administrator

SEAL

cc: Finance
Ms. Linda Simpson

THE MSDE ANNUAL BUDGET FORMS INSTRUCTIONS

Section 5-101 of the *Education Article of the Annotated Code of Maryland* contains the provisions relating to the preparation and submission of an annual budget by each County Board of Education and the Board of School Commissioners of Baltimore City. The Annual Budget forms are specifically authorized under §5-111 (a) (2).

DUE DATE **NOT LATER THAN** June 30, 2023

REQUIRED FORMS Budgets must be submitted on the following MSDE forms:

1. Certification Statement;
2. Current Expense Fund Revenue;
3. Current Expense Fund Expenditures – Summary by Category;
4. Full-Time Staff Employed;
5. School Construction Fund – Revenue and Expenditures;
6. Debt Service Fund – Revenues and Expenditures; and
7. Current Expense Fund Special Education Addendum.

SUBMISSION Send one copy of the completed and signed annual budget certification, supporting forms and one copy of the printed Operating Budget or a link to the electronic version of the approved budget to:

Maryland State Department of Education
Local Accountability Branch, 7th Floor
200 West Baltimore Street
Baltimore, Maryland 21201-2595

DO NOT SEND COPIES TO OTHER MSDE OFFICES

When preparing the local budget in conformance with Maryland law, refer to the definitions in the *Financial Reporting Manual for Maryland Public Schools, Revised 2014* to assure the appropriate categorization of budget items. Include revenue from all sources, whether restricted or unrestricted, including federal funds that may not as yet have been allocated to a specific expenditure category. These funds must be included in revenue and identified in the expenditure section as “Undesignated Federal Funds.” Every effort should be made to allocate the “Undesignated Federal Funds” by Expenditure Object. Staffing for these programs should be listed under the suspense category “Undesignated Federal Funds.” However, these positions may not be excluded and must be reclassified to the appropriate budget category when reporting actual staff employed to MSDE’s Division of Accountability and Assessment for the November staff report.

When reporting revenue, the proper fund source must be identified. Money that is passed through from one government to another while retaining the original programmatic intent does not lose its identity in transfer. For example, if the federal government provides funds for the infants and toddlers program, and this money is distributed to the Office of Children and Youth who then redirects the funds to the LEAs for the infant and toddler’s program, the funding should be identified as federal revenue rather than state revenue.

Revenue Classifications

Local appropriations are monies received out of funds set aside periodically by the appropriating body (county or city government) for school purposes. Appropriations do not include funds received by the LEA from other sources, such as gifts and bequests or funds generated by the LEA through rental of LEA facilities, user fees, tuition, and earnings from investments, loans, debt proceeds, or sale of assets. The local appropriation for Current Expense Nonrecurring Cost should be presented separately along with the local appropriation for Current Expense Nonrecurring Cost as approved by MSDE, are defined in the *Financial Reporting Manual for Maryland Public Schools, Revised 2014, page 41*.

State revenue is funding from any state agency that originated as a state program, such as Foundation Program, Compensatory Education, Limited English Proficient, Special Education Formula, etc. are defined in the *Financial Reporting Manual for Maryland Public Schools, Revised 2014, pages 42-44*.

Federal revenue is funding which originated as a federal program and is distributed directly to the LEA from the federal government or passed through another agency to the LEA while retaining programmatic intent, are defined in the *Financial Reporting Manual for Maryland Public Schools, Revised 2014, pages 44-45*.

Other Sources/Transfers are funds received from sources representing transfers from one agency to another, conversion of assets to cash, or other funds that incur an obligation for future repayment, are defined in the *Financial Reporting Manual for Maryland Public Schools, Revised 2014, page 45*.

Expenditure categories/objects are defined in the *Financial Reporting Manual for Maryland Public Schools, Revised 2014, pages 47-63*.

ANNUAL BUDGET

Authorized under §5-101, §5-102, and §5-111 of
Education Article of the Annotated Code of Maryland

Public Business Meeting
Staff Report
Department: Finance

To: Jason M. Bennett, CPA, County Administrator
From: Pamela Diaz, Deputy Director
Date Prepared: June 12, 2023
Meeting Date: June 22, 2023
Subject: FY 23 Allegany County Budget Amendments - **Jason Bennett, County Administrator**
Supporting Documents: No

1. Background

Throughout the year, various activities require the approval of budget amendments to adjust our expectations for the budget

2. Issues

The County needs four budget amendments for FY 2023 in the total amount of \$5,590,342. The County needs to recognize an increase in EMS overtime spending in the amount of \$975,000. The County also needs to recognize an increase in American Rescue Grant funding expenses in the amount of \$895,250, all of which is covered by American Rescue Fund grant revenue. A budget amendment is needed to recognize the retirement incentive that was granted to over 30 employees in the amount of \$1,611,031 and a transfer of \$697,573. In relation to the retirement incentive, a budget amendment is needed to recognize end of service payout of vacation and sick in the amount of \$1,061,113 and a transfer of \$350,375

3. Financial Impact

The total amount of these budget amendments is \$5,590,342. The total impact on the general fund budget is an increase of \$3,647,144, of which will be covered by unreserved fund balance. The special revenue budget will increase by \$1,393,423 of which \$895,250 will be covered with American Rescue Plan grant monies and \$498,173 will be covered with a transfer from the general fund-unreserved fund balance. The sanitary budget increase in the amount of \$549,775 will be covered with a transfer from the general fund-unreserved fund balance

4. Alternatives

None

5. Other Considerations

None

6. Conformity to County Policy

Yes

7. Recommendation

The Finance Department recommends approving the amendments to the FY 2023 Budget

**Public Business Meeting
Item Summary Report**
Department: Human Resources

To: Allegany County Commissioners
From: Kristi Liller, Director
Subject: Appointment of Allegany County Clerk to the County
Commissioners - **Jason Bennett, County Administrator**
Supporting Documents: Yes

1. Summary of Request

Board of County Commissioners to ratify the appointment of Samantha L. Logsdon to the position of Clerk to the County Commissioners of Allegany County.

2. Financial Impact

N/A

3. Recommendation

N/A

M O T I O N

By motion duly carried by the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Action Agenda for the June 22, 2023 Commissioners' Public Meeting:

Board of County Commissioners to ratify the appointment of Samantha L. Logsdon to the position of Clerk to the County Commissioners of Allegany County.

VOTE:

DJC

CVB

WRA

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Jason M. Bennett, CPA, County Administrator of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on June 22, 2023.

By: _____
Jason M. Bennett, CPA, County Administrator

S E A L

Public Business Meeting
Staff Report
Department: Public Works

To: Jason M. Bennett, CPA, County Administrator
From: Daniel DeWitt, County Engineer
Date Prepared: June 16, 2023
Meeting Date: June 22, 2023
Subject: Bid Award for Miners Memorial Park - **Dan DeWitt, County Engineer**
Supporting Documents: Yes

1. Background

The Department of Public Works recently held a public advertisement for bids for Contract No. AC-23-MMP-01: Miners Memorial Park. This project represents a partnership between the Allegany County Commissioners, City of Frostburg, Foundation for Frostburg, the State of Maryland, Program Open Space, and other partners. The scope consists site preparation and installation of signage, statue(s), and various other appurtenances to highlight the rich mining history of Allegany County as well as every deceased miner from our region's past. Bids were opened on May 18, 2023 and Lashley Construction, Inc. is the lowest responsive, responsible bidder. Their base bid amount of \$452,477.90 plus an add alternate for landscaping of \$42,700 equals a total bid price of \$495,177.90.

2. Issues

None.

3. Financial Impact

Various funding partners are contributing to this project. The project will be managed by the Allegany County Department of Public Works - Engineering Division.

4. Alternatives

Do not award the project.

5. Other Considerations

6. Conformity to County Policy

Confirms to County policy.

7. Recommendation

Award Contract No. AC-23-MMP-01: Miners Memorial Park to Lashley Construction, Inc. in the amount of \$495,177.90.

Contract AC-23-MMP-01: Miners Memorial Park Bid Opening - May 18, 2023 - 3:00PM Bid Tabulation				Engineer's Estimate		Lashley Construction		Carl Belt, Inc.		Excavating Associates	
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$49,000.00	\$ 49,000.00	\$33,900.00	\$ 33,900.00
2	Construction Stakeout	1	LS	\$ 8,050.00	\$ 8,050.00	\$ 24,600.00	\$ 24,600.00	\$14,500.00	\$ 14,500.00	\$21,581.00	\$ 21,581.00
2a	Site & Utility Demolition	1	LS			\$ 2,240.00	\$ 2,240.00	\$19,250.00	\$ 19,250.00	\$ 3,514.00	\$ 3,514.00
3	18" Nyloplast Drain Basin with Grate	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,580.00	\$ 3,580.00	\$ 3,173.00	\$ 3,173.00
4	Precast Concrete Storm Manhole (48" Dia)	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,700.00	\$ 9,400.00	\$ 5,176.00	\$ 10,352.00
5	Tie-In to Existing Storm/Sanitary/Water Piping	1	EA	\$ 750.00	\$ 750.00	\$ 5,475.00	\$ 5,475.00	\$ 4,000.00	\$ 4,000.00	\$ 957.00	\$ 957.00
6	6" Schedule 40 PVC Wall Drain (Perforated)	300	LF	\$ 28.00	\$ 8,400.00	\$ 35.00	\$ 10,500.00	\$ 29.50	\$ 8,850.00	\$ 11.50	\$ 3,450.00
7	6" Schedule 40 PVC Solid Wall	55	LF	\$ 26.00	\$ 1,430.00	\$ 54.00	\$ 2,970.00	\$ 37.50	\$ 2,062.50	\$ 76.40	\$ 4,202.00
8	Polyethylene (PE) Pipe (12" ADS N-12)	18	LF	\$ 60.00	\$ 1,080.00	\$ 75.00	\$ 1,350.00	\$ 124.00	\$ 2,232.00	\$ 98.00	\$ 1,764.00
9	Polyethylene (PE) Pipe (15" ADS N-12)	12	LF	\$ 68.00	\$ 816.00	\$ 95.00	\$ 1,140.00	\$ 195.00	\$ 2,340.00	\$ 169.00	\$ 2,028.00
10	Standard Polyethylene End Section	1	EA	\$ 750.00	\$ 750.00	\$ 795.00	\$ 795.00	\$ 600.00	\$ 600.00	\$ 845.00	\$ 845.00
11	Trench Drain with Stainless Steel Grate	35	LF	\$ 65.00	\$ 2,275.00	\$ 182.00	\$ 6,370.00	\$ 425.00	\$ 14,875.00	\$ 276.00	\$ 9,660.00
12	Install Miner Monument	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,160.00	\$ 1,160.00	\$ 3,500.00	\$ 3,500.00	\$ 1,422.00	\$ 1,422.00
13	Cast in Place Concrete Retaining Wall	18	CY	\$ 1,300.00	\$ 23,400.00	\$ 981.00	\$ 17,658.00	\$ 1,330.00	\$ 23,940.00	\$ 1,816.50	\$ 32,697.00
14	Cast In Place Statue Support (Monument Pad)	5	CY	\$ 1,300.00	\$ 6,500.00	\$ 1,302.00	\$ 6,510.00	\$ 2,050.00	\$ 10,250.00	\$ 2,086.00	\$ 10,430.00
15	York Block Retaining Wall	2164	SF	\$ 49.00	\$ 106,036.00	\$ 44.50	\$ 96,298.00	\$ 61.00	\$ 132,004.00	\$ 73.00	\$ 157,972.00
16	Furnish and Install 16 (8x10) Beams with Knife Plate Connectors	16	EA	\$ 418.75	\$ 6,700.00	\$ 697.00	\$ 11,152.00	\$ 755.00	\$ 12,080.00	\$ 1,230.00	\$ 19,680.00
17	Furnish and Install 32 (8x8) Cross Braces with Knife Plate Connectors	32	EA	\$ 118.31	\$ 3,785.92	\$ 588.00	\$ 18,816.00	\$ 670.00	\$ 21,440.00	\$ 768.50	\$ 24,592.00
18	Furnish and Install 32 (8x8) Posts with Concrete base and Gravel Sleeve	32	EA	\$ 468.50	\$ 14,992.00	\$ 538.75	\$ 17,240.00	\$ 750.00	\$ 24,000.00	\$ 801.00	\$ 25,632.00
19	Furnish and Install 40 (6x6) Posts with Concrete base and Gravel Sleeve	40	EA	\$ 352.00	\$ 14,080.00	\$ 487.00	\$ 19,480.00	\$ 550.00	\$ 22,000.00	\$ 650.60	\$ 26,024.00
20	Subbase Course (6" Thickness)	450	SY	\$ 18.00	\$ 8,100.00	\$ 13.00	\$ 5,850.00	\$ 16.60	\$ 7,470.00	\$ 25.80	\$ 11,610.00
21	CR-6 Maintenance of Traffic	20	TN	\$ 38.00	\$ 760.00	\$ 88.00	\$ 1,760.00	\$ 52.85	\$ 1,057.00	\$ 50.20	\$ 1,004.00
22	Class 1 Excavation (375 CY Cut, 142 CY Fill)	375	CY	\$ 38.00	\$ 14,250.00	\$ 25.00	\$ 9,375.00	\$ 37.35	\$ 14,006.25	\$ 120.88	\$ 45,330.00
23	Cast in Place Concrete Ribbon Curb for Pavers	35	LF	\$ 75.00	\$ 2,625.00	\$ 75.00	\$ 2,625.00	\$ 54.00	\$ 1,890.00	\$ 85.40	\$ 2,989.00
24	Hot Mix Asphalt Paving 1.5 Inches (Surface Course)	40	TN	\$ 150.00	\$ 6,000.00	\$ 357.50	\$ 14,300.00	\$ 328.00	\$ 13,120.00	\$ 412.70	\$ 16,508.00
25	Hot Mix Asphalt Paving 2.0 Inches (Base Course)	54	TN	\$ 170.00	\$ 9,180.00	\$ 280.50	\$ 15,147.00	\$ 265.00	\$ 14,310.00	\$ 324.00	\$ 17,496.00
26	Stamp Asphalt with Stone Pattern	3865	SF	\$ 10.50	\$ 40,582.50	\$ 8.00	\$ 30,920.00	\$ 7.00	\$ 27,055.00	\$ 9.40	\$ 36,331.00
27	Concrete Pavers in Monument Area (L&M)	220	SF	\$ 24.00	\$ 5,280.00	\$ 47.50	\$ 10,450.00	\$ 43.00	\$ 9,460.00	\$ 37.80	\$ 8,316.00
28	Testing Services	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,590.00	\$ 3,590.00
29	Incidental Concrete (Mix No. 2) (Cont.)	5	CY	\$ 300.00	\$ 1,500.00	\$ 415.00	\$ 2,075.00	\$ 1,265.00	\$ 6,325.00	\$ 1,389.00	\$ 6,945.00
30	Silt Fence	150	LF	\$ 7.00	\$ 1,050.00	\$ 5.00	\$ 750.00	\$ 11.70	\$ 1,755.00	\$ 6.80	\$ 1,020.00
31	Super Silt Fence	160	LF	\$ 15.00	\$ 2,400.00	\$ 16.63	\$ 2,660.80	\$ 21.00	\$ 3,360.00	\$ 22.20	\$ 3,552.00
32	Wood Bark Mulch Landscape Areas	7	SY	\$ 50.00	\$ 350.00	\$ 60.30	\$ 422.10	\$ 58.20	\$ 407.40	\$ 68.00	\$ 476.00
33	Clearing and Grubbing	1	AC	\$ 5,000.00	\$ 5,000.00	\$ 6,400.00	\$ 6,400.00	\$15,500.00	\$ 15,500.00	\$10,356.00	\$ 10,356.00
34	Temporary Seeding and Mulching	3050	SY	\$ 1.20	\$ 3,660.00	\$ 1.38	\$ 4,209.00	\$ 1.30	\$ 3,965.00	\$ 1.56	\$ 4,758.00
35	Permanent Seeding and Mulching	2530	SY	\$ 1.50	\$ 3,795.00	\$ 1.70	\$ 4,301.00	\$ 1.65	\$ 4,174.50	\$ 1.90	\$ 4,807.00
36	Furnish and Install 4 Inches Topsoil	2530	SY	\$ 9.50	\$ 24,035.00	\$ 10.00	\$ 25,300.00	\$ 13.00	\$ 32,890.00	\$ 13.60	\$ 34,408.00
37	Inlet Protection Devices	1	EA	\$ 250.00	\$ 250.00	\$ 380.00	\$ 380.00	\$ 1,000.00	\$ 1,000.00	\$ 524.00	\$ 524.00
38	Stabilized Construction Entrance	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 1,840.00	\$ 1,840.00	\$ 2,900.00	\$ 2,900.00	\$ 2,700.00	\$ 2,700.00
39	Restore GAP Trail to Original Condition from Project to Entrance at Depot Road	450	SY	\$ 27.00	\$ 12,150.00	\$ 6.00	\$ 2,700.00	\$ 25.00	\$ 11,250.00	\$ 13.30	\$ 5,985.00
40	Rip Rap Outfall	1	EA	\$ 500.00	\$ 500.00	\$ 584.00	\$ 584.00	\$ 1,200.00	\$ 1,200.00	\$ 546.00	\$ 546.00
41	Post and Cable Barrier (43 posts)	225	LF	\$ 51.60	\$ 11,610.00	\$ 78.00	\$ 17,550.00	\$ 95.00	\$ 21,375.00	\$ 95.00	\$ 21,375.00
42	Replace Wood Fence w/ new 5 panel wood fence	125	LF	\$ 75.20	\$ 9,400.00	\$ 49.00	\$ 6,125.00	\$ 56.00	\$ 7,000.00	\$ 68.40	\$ 8,550.00
TOTAL BASE BID				\$ 393,022.42		\$ 452,477.90		\$ 584,873.65		\$ 643,051.00	
ADD ALTERNATE ITEMS											
A43	Landscaping Plan - Per Drawing, Labor & Materials	1	LS	\$24,000.00	\$ 24,000.00	\$ 42,700.00	\$ 42,700.00	\$36,000.00	\$ 36,000.00	\$41,553.00	\$ 41,553.00

Certified True & Correct



Daniel S. DeWitt, P.E.

County Engineer | Allegany County Department of Public Works
Allegany County Department of Public Works

May 19, 2023

Value of \$7,400.00 written in submitted bid (arithmetic error); calculated Total Base Bid price of \$584,873.65 is correct and matches the submitted value.

M O T I O N

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Agenda for the June 22, 2023 public meeting:

Awarded Contract No. AC-23-MMP-01: Miners Memorial Park to Lashley Construction, Inc. in the amount of \$495,177.90.

VOTE:

DJC

CVB

WRA

County Commissioners of Allegany County, Maryland

C E R T I F I C A T I O N

I, _____, County Clerk, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on June 22, 2023.

BY:

, County Clerk

S E A L

Dept: Public Works
Account No.: 4153
Contact: Daniel S. DeWitt, P.E.

**Public Business Meeting
Item Summary Report**
Department: Human Resources

To: Allegany County Commissioners
From: Kristi Liller, Director
Subject: CareFirst -Stop Loss Renewal Approval - **Kristi Liller,
Director of Human Resources**
Supporting Documents: Yes

- 1. Summary of Request**
Approval of the annual Stop Loss Agreement with CareFirst.
- 2. Financial Impact**
N/A
- 3. Recommendation**
N/A

Administrative Fees

County Commissioners of Allegany County 66878

Account Number: 66878

FIRM PROPOSAL

For Rates Effective: July 1, 2023 - June 30, 2024

Self-Insured with \$200,000 Specific and 125% Aggregate Stop Loss

Renewal Rating Analysis - Scenario 1

Current Factors

	Current Enrollment	100% Expected Claims	125% Expected Maximum Claims	Mature Administrative Fee	Producer of Record (Broker) Fees
County Comm Custom					
PEPM	434	\$1,653.87	\$2,067.34	\$54.08	\$6.84
County Library Custom					
PEPM	42	\$1,653.87	\$2,067.34	\$54.08	\$6.84
Tricounty Council Custom					
PEPM	7	\$1,653.87	\$2,067.34	\$54.08	\$6.84
Total Current Medical, Rx Factors	483	\$798,819.21	\$998,525.22	\$26,120.64	\$3,303.72
Total Current Annual Medical, Rx Factors	5,796	\$9,585,830.52	\$11,982,302.64	\$313,447.68	\$39,644.64
PEPM		\$1,653.87	\$2,067.34	\$54.08	\$6.84
Total Current Cost of Program		\$9,585,830.52	\$11,982,302.64	\$313,447.68	\$39,644.64

Renewal Factors

Basis:	Current Enrollment	100% Expected Claims	125% Expected Maximum Claims	Mature Administrative Fee	Producer of Record (Broker) Fees
County Comm Custom					
PEPM	434	\$1,445.67	\$1,807.09	\$55.71	\$6.84
County Library Custom					
PEPM	42	\$1,445.67	\$1,807.09	\$55.71	\$6.84
Tricounty Council Custom					
PEPM	7	\$1,445.67	\$1,807.09	\$55.71	\$6.84
Total Projected Medical, Rx Factors	483	\$698,258.61	\$872,824.47	\$26,907.93	\$3,303.72
Total Projected Annual Medical, Rx Factors	5,796	\$8,379,103.32	\$10,473,893.64	\$322,895.16	\$39,644.64
PEPM		\$1,445.67	\$1,807.09	\$55.71	\$6.84
Medical, Rx Change		-12.6%	-12.6%	3.01%	0.0%
Total Annual Projected Cost of Program		\$8,379,103.32	\$10,473,893.64	\$322,895.16	\$39,644.64
Total Current Cost of Program		\$9,585,830.52	\$11,982,302.64	\$313,447.68	\$39,644.64
Change		-12.6%	-12.6%	3.01%	0.0%

0304125-02

CareFirst BlueCross BlueShield is the shared business name of CareFirst of Maryland, Inc. and Group Hospitalization and Medical Services, Inc. CareFirst of Maryland, Inc., Group Hospitalization and Medical Services, Inc., CareFirst BlueChoice, Inc., The Dental Network and First Care, Inc. are independent licensees of the Blue Cross and Blue Shield Association. BLUE CROSS® and BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Pharmacy Guarantees

COUNTY COMM OF ALLEGANY COUNTY

Account Number: 66878

Effective: July 1, 2023 - June 30, 2024

Pricing Scenario: Current, Quote ID: 0304684-01, 2/23/2023

Retail 30-Day Network	
Network	National - 69,000 Pharmacies
Brand Name Drug	7/1/2023 - 6/30/2024: AWP Minus 18.50%
Generic Drug	7/1/2023 - 6/30/2024: AWP Minus 83.00%
	(MAC & Non-MAC Combined)
Generic Drug Dispensing Fee	\$0.50 per Program Drug Paid Claim
Brand Name Drug Dispensing Fee	\$0.50 per Program Drug Paid Claim
Electronic Claim Administration Fee	\$0.00 per Program Drug Paid Claim
Manual Claim Administration Fee	\$1.50 per Program Drug Paid Claim
Retail 90-Day Network	
Brand Name Drug	7/1/2023 - 6/30/2024: AWP Minus 20.50%
Generic Drug	7/1/2023 - 6/30/2024: AWP Minus 83.00%
	(MAC & Non-MAC Combined)
Generic Drug Dispensing Fee	\$0.00 per Program Drug Paid Claim
Brand Name Drug Dispensing Fee	\$0.00 per Program Drug Paid Claim
Electronic Claim Administration Fee	\$0.00 per Program Drug Paid Claim
Manual Claim Administration Fee	\$1.50 per Program Drug Paid
Mail Service	
Brand Name Drug	7/1/2023 - 6/30/2024: AWP Minus 24.60%
Generic Drug	7/1/2023 - 6/30/2024: AWP Minus 85.00%
	(MAC & Non-MAC Combined)
Generic Drug Dispensing Fee	\$0.00 per Program Drug Paid Claim
Brand Name Drug Dispensing Fee	\$0.00 per Program Drug Paid Claim
Electronic Claim Administration Fee	\$0.00 per Program Drug Paid Claim
Manual Claim Administration Fee	\$1.50 per Program Drug Paid
Specialty Brand Name Drug	
Specialty Pharmacy Network	Exclusive Specialty Pharmacy Network
Retail Pharmacy(ies)	AWP Minus 19.00%
Mail Service	AWP Minus 19.00%
Retail Network Dispensing Fee	\$0.50 per Program Drug Paid Claim
Mail Service Dispensing Fee	\$0.00 per Program Drug Paid Claim
Electronic Claim Administration Fee	\$0.00 per Program Drug Paid Claim
Manual Claims Administration Fee	\$1.50 per Program Drug Paid
Rebates Guarantee Amount	CareFirst Formulary 2 (Medium Exclusions)- 3 Tier Qualifying Plan Design
Mail Service	7/1/2023 - 6/30/2024: \$750.92 per Brand Name Drug Paid Claim
Retail 30-Day Network	7/1/2023 - 6/30/2024: \$279.70 per Brand Name Drug Paid Claim
Retail 90-Day Network	7/1/2023 - 6/30/2024: \$688.19 per Brand Name Drug Paid Claim
Specialty Drug	7/1/2023 - 6/30/2024: \$2,276.02 per Brand Name Drug Paid Claim
REBATE PAYOUTS	COUNTY COMM OF ALLEGANY COUNTY Receives 80% of total rebates

Authorized Signature

Print Name

Title

Date

Terms Material to the Pharmacy Guarantees

Pricing Scenario: Current, Quote ID: 0304684-01, 2/23/2023

- This pricing has an effective date of 07/01/2023. In order for CareFirst to implement the pricing as set forth above by the effective date, a legal document must be signed by the account and returned to CareFirst on or before 04/01/2023.

- CareFirst reserves the right to revise the fees if the actual enrollment varies by more than 10% from that used in the original pricing, which is 483 enrolled, or if Applicable Law requires such revisions.

- CareFirst may exclude the following from any Discount and Dispensing Fee guarantees:

340B Pharmacy Claims

Compound Drug Claims

100% member-paid plans including indemnification plans and/or health savings accounts

Vaccines and vaccine administration Claims

Claims where the Sponsor is the secondary payer

Over-the-Counter drugs as identified by Medi-Span as of the Dispensing date, including Diabetic Test Strips

Claims from a Non-Contracting Pharmacy and any paper or member submitted Claims for a Program Drug from a Contracting Pharmacy

Program Drug Paid Claims credit adjustments

COVID Anti-Virals

- CareFirst may exclude the following from any Rebate guarantees:

340B Pharmacy Claims

Limited distribution and exclusive distribution Prescription Drugs

Biosimilar Claims

Compound Drug Claims

Vaccines and vaccine administration Claims

Claims where the Sponsor is the secondary payer

Over-the-Counter drugs as identified by Medi-Span as of the Dispensing date, including Diabetic Test Strips

Claims from a Non-Contracting Pharmacy and any paper or Member submitted Claims for a Program Drug from a Contracting Pharmacy

COVID Anti-Virals

- Rebates include Price Protection.

- Rebate Guarantee for Specialty Drug assumes a 90 Day supply.

- The Generic Drug Discount guarantees will apply to all generics, including single source generics (SSGs).

- All guarantees offered to account are measured in aggregate whereby CareFirst may use any over-performance in any other guarantee(s) offered to account to offset, under-performance in any other guarantees.

- The proposed Retail Network rates do not necessarily reflect the Contracting Pharmacy contracted rates and CareFirst may retain the difference. The Network(s) proposed is(are) based on the approximate number of Network Pharmacies as of the date of these Pharmacy guarantees. Pharmacy Network participation will vary over time and CareFirst does not guarantee the approximate number of Network Pharmacies.

- The Contracting Pharmacy may collect from the Member the lower of the applicable cost share or the Contracting Pharmacy's Usual and Customary price.

- Rebate Guarantee Amount assumes alignment with the CareFirst Formulary 2 (Medium Exclusions) Formulary, allowing up to 90 days' supply via Mail Service, and claim utilization, and proposed plan design are as represented by the account.

- In order to qualify for three-tier qualifying Rebates, Members under this Agreement must be covered under a three-tier qualifying plan design. A three-tier qualifying plan design consists of a plan design with the first tier comprised of Generic Drugs, the second tier comprised of Preferred Brand Name Drugs, and the third tier comprised of Non-Preferred Brand Name Drugs, with at least a \$15.00 co-payment differential between Preferred and Non-Preferred Brand Name Drugs, at least a \$15.00 differential in the minimum Copayment, or a differential of Coinsurance 1.5 times or 50 percentage points between the Preferred and Non-Preferred Brand Name Drug (for example, if Preferred Brand Name Drug Coinsurance was 20%, the Non-Preferred Brand Name Drug Coinsurance would need to be 30% to qualify).

- This Generic Drug pricing program is monitored based on the account's utilization, and prices are adjusted to meet our account commitments.

- This document is a summary of CareFirst's offer, and is not intended to be all-inclusive. Other standard CareFirst terms, conditions and pricing may apply. Specific contract language will be provided upon request.

- All financial terms set forth herein are conditioned upon account utilizing specified standard Formularies and network, execution of the Agreement and no 100% Copayment plans. CareFirst reserves the right to revise financial terms if any of the following occur:

1. A change in the scope of services, conditions or assumptions of this Attachment;
2. Any government-imposed change in federal, state or local laws or interpretation thereof or industry wide change that would make CareFirst's performance of its duties hereunder materially more burdensome or expensive;
3. Change in Formulary or benefit plans and drug coverage rules/clinical programs or any other change that may impact the amount of Rebates;
4. Account allows on-site clinics and/or account-owned Pharmacies to dispense Program Drugs to Members;
5. Changes to enrollment as stated in the attached Terms Material to the Pricing Analysis;
6. Movement of a branded product to off-patent or where there are generic or Over-the-Counter substitutes available; or
7. Changes made to the AWP benchmark or the methodology by which AWP is calculated or reported.
8. Implementation of a 100% Copayment plan.

- In the event Medi-Span, or other nationally available AWP reporting source used by CareFirst for pricing purposes, discontinues the reporting of AWP or changes the manner in which AWP is calculated prior to the implementation of your business, or during the term of the Agreement, then CareFirst reserves the right to modify the pricing terms to be effective as of the date of such discontinuation or change, so as to maintain the parties' relative economic positions as existed immediately before the effective date of such discontinuation in reporting or change in the calculation of AWP, as measured across all products on an aggregate basis. Such modifications may include the utilization of alternate pricing benchmarks, the adjustment of AWP to the methodology relied upon by such reporting source prior to such modification of AWP methodology, the adjustment of the AWP discount, or adjusting the pricing terms to reflect the new manner by which AWP is calculated.

- Pricing and terms within this proposal are valid 90 days.

Utilization Management	
PA - Initial (Pharmacy)	\$30.00 Per Instance
Appeal (Pharmacy)	\$100.00 Per Instance
SGM (Pharmacy Specialty)	\$40.00 Per Instance
Medical PA	\$40.00 Per Instance
Medical PA Oncology Specific	\$300.00 Per Instance
Site of Care	\$0.01 PMPM
Clinical Programs	
Pharmacy Advisor	\$0.50 PMPM
Safety & Monitoring	\$0.06 PMPM
Drug Savings Review	\$0.30 PMPM

- By accepting this proposed pricing for review, the account acknowledges and agrees that the information included is confidential, proprietary and trade secret to CareFirst and will agree to protect the information from disclosure.

Authorized Signature

Print Name

Title

Date

Stop Loss Proposal

County Commissioners of Allegany County

Account Number: 66878

FIRM PROPOSAL

For Rates Effective: July 1, 2023 - June 30, 2024

Proposal Date: 06/09/2023		Option 1	Option 2	Option 3	Option 4	Option 5
Administrative Charges						
Coverages						
Rate Per Month	Current Enrollment					
Total (Composite)	483	\$55.71	\$55.71	\$55.71	\$55.71	\$55.71
Broker Fee Not Included in Admin Rate		\$6.84	\$6.84	\$6.84	\$6.84	\$6.84
Estimated Annual Administrative Charges Including Broker Fee		\$362,539.80	\$362,539.80	\$362,539.80	\$362,539.80	\$362,539.80
Proposed Specific Stop Loss Coverage						
Coverages						
		Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		Paid in 12	Paid in 12	Paid in 12	Paid in 12	Paid in 12
Annual Specific Stop Loss Level Per Member		\$200,000	\$225,000	\$250,000	\$275,000	\$300,000
Aggregating Deductible		None	None	None	None	None
Specific Lifetime Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Premium						
Rate Per Month	Current Enrollment					
Total (Composite)	483	\$181.11	\$155.69	\$128.46	\$115.60	\$104.69
Estimated Annual Premium		\$1,049,713.56	\$902,379.24	\$744,554.16	\$670,017.60	\$606,783.24
Commission included in quoted rates		8%	8%	8%	8%	8%
Maximum Specific Liability for the following Participants: MAZER, LEANNE		\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000
Proposed Aggregate Stop Loss Coverage						
Coverages						
		Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		Paid in 12	Paid in 12	Paid in 12	Paid in 12	Paid in 12
Annual Specific Stop Loss Level Per Member		\$200,000	\$225,000	\$250,000	\$275,000	\$300,000
Aggregate Maximum		\$1 Million	\$1 Million	\$1 Million	\$1 Million	\$1 Million
Aggregate Factors						
Annual Aggregate Attachment Point		\$11,462,401.44	\$11,657,262.96	\$11,840,706.36	\$11,989,721.52	\$12,115,784.52
Aggregate Corridor		125%	125%	125%	125%	125%
Annual Minimum Aggregate Liability		\$10,316,161.30	\$10,491,536.66	\$10,656,635.72	\$10,790,749.37	\$10,904,206.07
Annual Minimum Aggregate Percentage		90%	90%	90%	90%	90%
Attachment Factors	Current Enrollment					
Total (Composite)	483	\$1,977.64	\$2,011.26	\$2,042.91	\$2,068.62	\$2,090.37
Aggregate Premium						
Rate Per Month	Current Enrollment					
Total (Composite)	483	\$4.69	\$4.75	\$4.81	\$4.85	\$4.89
Estimated Annual Premium		\$27,183.24	\$27,531.00	\$27,878.76	\$28,110.60	\$28,342.44
Commission included in quoted rates		8%	8%	8%	8%	8%
Overall Cost Summary (at Current Enrollment)						
		Option 1	Option 2	Option 3	Option 4	Option 5
Contract Type		Paid in 12	Paid in 12	Paid in 12	Paid in 12	Paid in 12
Annual Specific Stop Loss Level Per Member		\$200,000	\$225,000	\$250,000	\$275,000	\$300,000
Aggregate Corridor		125%	125%	125%	125%	125%
Administrative Charges Including Broker Fee		\$362,540	\$362,540	\$362,540	\$362,540	\$362,540
Specific Premium		\$1,049,714	\$902,379	\$744,554	\$670,018	\$606,783
Aggregate Premium		\$27,183	\$27,531	\$27,879	\$28,111	\$28,342
Total Fixed Costs		<u>\$1,439,437</u>	<u>\$1,292,450</u>	<u>\$1,134,973</u>	<u>\$1,060,668</u>	<u>\$997,665</u>
Annual Aggregate Maximum Liability at 100%		\$9,169,937	\$9,325,826	\$9,472,545	\$9,591,754	\$9,692,623
Annual Aggregate Maximum Liability at Corridor		\$11,462,401	\$11,657,263	\$11,840,706	\$11,989,722	\$12,115,785
Maximum Total Liability		\$12,901,838	\$12,949,713	\$12,975,679	\$13,050,390	\$13,113,450

Option #	Authorized Signature	Print Name
Title	Date	

0304125-02

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Terms Material to the Pricing Analysis

County Commissioners of Allegany County

Account Number: 66878

FIRM PROPOSAL

For Fees Effective: July 1, 2023 - June 30, 2024

Medical/Drug Terms

- [X] CareFirst reserves the right to revise the fees if the actual enrollment varies by more than 10% from that used in the original pricing, which is 483, or if Applicable Law requires such revisions. CareFirst also reserves the right to revise fees at any point throughout the Agreement Period if enrollment varies by more than 15% from the enrollment on the effective date of the Agreement.
- [X] Under the proposed BlueCard program, a Host BCBS plan may withhold an access fee of up to 3.62% (but not to exceed \$2,000 for any claim) of the provider discount the plan has obtained from its participating providers. The access fee may be charged only if the Host Plan's arrangement with the participating provider prohibits billing the participant in connection with cost-sharing amounts in excess of the negotiated payment rate. Additionally, Host Plans can also charge an Administrative Expense Allowance (AEA) fee, which is a claim fee added onto the paid amount. When CareFirst is charged an AEA and/or Access fee, CareFirst will pass the charge along to the plan sponsor as a claims expense.
- [X] **A wellness fund of \$30,000 is provided.** Unused amounts shall not be carried-forward to the next Agreement period. The wellness fund must be used for prevention and wellness program(s) from CareFirst or from CareFirst-contracted vendor(s); the wellness fund may not be applied to any other expense. The wellness fund may not be used for incentives for participation by a Member or by any other person eligible under the Plan but not enrolled under the Plan. Unused amounts shall not be carried-forward to subsequent contract periods.
- [X] Administrative Fees are based on Option 3 - CareFirst is Co-Fiduciary for final claims determinations.
- [X] Administrative Fees provided do not include the Patient Centered Outcomes Research Institute (PCORI) Fees, Reinsurance Fees, or other fees imposed on plan sponsors under the Affordable Care Act.
- [X] The ACA premium tax does not apply to self-insured groups.
- [X] Fees provide for administration of Prescription Drug coverage on CareFirst Formulary 2 (Medium Exclusions) with Rebates guaranteed per Brand Name Drug Claim/Specialty Brand Name Drug Claim paid.
- [X] CareFirst shall withhold 100% of the Medical Pharmacy Rebates under the medical coverage.
- [X] Administrative Fees include administration of PCMH, General Care Support Programs, and Substance Use Disorder Program.
- [X] A Hospital Deposit in the amount of \$212,300 shall be required. CareFirst will charge 1.5% per month to compensate for CareFirst's loss of investment income due to the Sponsor's non-payment of the Hospital Deposit when due.
- [X] Fees do not provide for administration of Prescription Drug coverage
- [X] CareFirst will issue an updated invoice with your new fees within approximately 90 days of receipt of the signed proposal. CareFirst may bill under the fees for the prior period or hold invoicing until your signed proposal is received. Once CareFirst receives your signed proposal, if necessary, subsequent invoices will reflect the updated fees through retroactive adjustments.
- [X] Weekly funding of claims and monthly funding of fixed costs via Automated Clearing House (ACH) Debit or Wire Transfer is required.
- [X] Paid claims shall be credited pursuant to any cost-containment programs including pre-payment savings and post-payment recoveries. CareFirst shall retain 40% of the gross savings/recoveries and shall be responsible for any applicable vendor fees.
- [X] CareFirst shall retain 40% of out-of-network healthcare provider savings using Billed Charges as the strategic target for negotiations and repricing. If no discount is obtained, there is no cost to account for this service.
- [X] The Administrative Fee includes Member access to a health care advice line.
- [X] The Plan Sponsor shall be responsible for incentive rewards for certain providers who meet certain quality and cost efficiency targets.
- [X] Additional reporting fees apply when Stop Loss is with a non-preferred carrier. A non-preferred carrier is a Stop Loss carrier that does not have an agreement with CareFirst to share information at no cost.
- [X] If the account has received a renewal guarantee under this Agreement based on a multi-year commitment to stay with CareFirst and terminates before the end of that multi-year commitment, then the Sponsor shall pay CareFirst an amount equal to three months of the Administrative Fee set forth in the Pricing Analysis.
- [X] Standard reports available on CareFirst's online data reporting and electronic invoicing systems evolve over time based on client feedback and are included in the administrative fee. More specific information regarding the standard reports is available upon request. Additional reports and/or customized reports may be available but may result in an additional fee.

0304125-02

CareFirst BlueCross BlueShield is the shared business name of CareFirst of Maryland, Inc. and Group Hospitalization and Medical Services, Inc. CareFirst of Maryland, Inc., Group Hospitalization and Medical Services, Inc., CareFirst BlueChoice, Inc., The Dental Network and First Care, Inc. are independent licensees of the Blue Cross and Blue Shield Association. BLUE CROSS® and BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

Terms Material to the Pricing Analysis

County Commissioners of Allegany County

Account Number: 66878

FIRM PROPOSAL

For Fees Effective: July 1, 2023 - June 30, 2024

Terms Material to the Stop Loss Insurance Contract

- |X| Maximum Aggregate Benefit is \$1 Million.
- |X| The Minimum Aggregate Liability shall be set equal to 90% of the annual attachment point.
- |X| The CareFirst Stop Loss Insurance Contract provides for monthly cumulative Stop Loss reimbursement.
- |X| CareFirst shall reimburse 100% of Eligible Claims in excess of Specific Deductible
- |X| The Specific Benefit percentage payable shall be 100%
- |X| The Maximum Specific Benefit shall be: Unlimited
- |X| CareFirst reserves the right to review and revise the Stop Loss Premium Rate 60 days prior to Anniversary Date.
- |X| Stop Loss Premium Rate includes 8.00% Producer of Record (Broker).
- |X| Rx is included in Specific and Aggregate Benefits.
- |X| Specific and Aggregate Benefits do not apply to Complementary to Medicare enrollees.
- |X| Quote is for active, COBRA, pre-65 retirees employees only.
- |X| If Aggregating Specific has been quoted, two levels of deductibles must be met before CareFirst shall reimburse Specific Benefits (claims over the Maximum Specific Liability are first subject to the Aggregating Specific deductible before reimbursement occurs).
- |X| Claims over the Maximum Specific Liability are not included in the 125% Aggregate Benefits.
- |X| This quote includes a rate cap of 49%. The rate cap does not include changes to the rates due to change in contract, change in census/demographic shifts of more than 15%, change in network, change in deductible, or change in commission.
- |X| This quote includes a provision for no new lasers at renewal.
- |X| If this group has Rx Pharmacy-Dispensed Prescription Drug/Card coverage under the specific and/or aggregate when there is a separate PBM, we require written documentation that we are in receipt of all prescription drug experience reports to finalize coverage. Otherwise, Rx will not be a covered expense under our stop loss policy.
- |X| If the total enrollment, single/family ratio, or enrollment by plan of benefits varies by more than 10 percent of what was quoted, we reserve the right to re-price Specific and Aggregate coverages
- |X| This offer is firm and will expire 6/15/2023. If written acceptance is not received within this time frame, offer is subject to updated reporting and disclosure information and may be revised accordingly. No proposal expiration date will be extended past 15 days of the effective month.

Authorized Signature

Print Name

Title

Date

0304125-04

CareFirst BlueCross BlueShield is the shared business name of CareFirst of Maryland, Inc. and Group Hospitalization and Medical Services, Inc. CareFirst of Maryland, Inc., Group Hospitalization and Medical Services, Inc., CareFirst BlueChoice, Inc., The Dental Network and First Care, Inc. are independent licensees of the Blue Cross and Blue Shield Association. BLUE CROSS® and BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: Mental Health Advisory Committee - Appointment
Supporting Documents: Yes

1. Summary of Request

The Allegany County Mental Health Advisory Committee requests the appointment of Stephanie Hutter-Thomas, Ph.D. to serve on the committee. If approved, her term will run until June 30, 2026.

2. Financial Impact

N/A

3. Recommendation

Approve



Allegany County HEALTH DEPARTMENT

"Healthy People, Healthy Communities"



Margaret Wright, RN, BSN, Acting Health Officer
12501-12503 Willowbrook Road, SE
Cumberland, MD 21501-1745

301-759-5000 Phone
1-866-909-9629 Toll Free
<https://health.maryland.gov/allegany>

June 1, 2023

Mr. David J. Caporale, President
Allegany County Commissioners
701 Kelly Road, Suite 405
Cumberland, MD 21502

Dear Commissioner Caporale:

The following individual is interested in serving her first full term on the Mental Health Advisory Committee. If approved, this term will expire June 30, 2026.

Stephanie Hutter-Thomas, Ph.D.
University of Maryland Extension
12 S. Mechanic Street
Cumberland, MD 21502
Phone: 330-509-8956
stephaniehutterthomas@gmail.com

Please consider this individual for reappointment to the committee and send a notice of appointment to her, if approved.

Thank you for your time and attention to this matter.

Sincerely,

Kathy Whitacre, MBA, LCSW-C, CEAP
Chairman
Allegany County
Mental Health Advisory Committee

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Lee Beeman, County Attorney
Subject: First Amendment to Service Agreement Between UPMC
Western Maryland and Allegany County Commissioners
Supporting Documents: Yes

- 1. Summary of Request**
First Amendment to Service Agreement between UPMC Western Maryland and The Board of County Commissioners of Allegany County related to rental space at Allegany County Health Department.
- 2. Financial Impact**
N/A
- 3. Recommendation**
Approve

**First Amendment to Service Agreement
Between
UPMC WESTERN MARYLAND
and
BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY**

This Amendment (“**Amendment**”) shall be effective _____, 2023 (the “**Effective Date**”), by and among the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY(the “**Board**”), with its principal place of business located at 701 Kelly Road, Suite 100, Cumberland, Maryland 21502, and UPMC WESTERN MARYLAND CORPORATION (“**UPMC WM**”), a Maryland not-for-profit corporation, with its principal place of business located at 12400 Willowbrook Road, Cumberland, Maryland 21502.

RECITALS

A. The Board and UPMC WM (collectively, the “**Parties**”) are parties to a Service Agreement dated May 27, 2021 (the “**Agreement**”), which is set to expire on May 26, 2023.

B. Pursuant to Section 8.2 of the Agreement, the Parties desire to extend the Term of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

1. Extension of Term. The Parties hereby acknowledge and agree that the Term of the Agreement is presently scheduled to expire on May 26, 2023. Effective as of the Effective Date, the Term of the Agreement is hereby extended through and including June 30, 2023, unless sooner terminated in accordance with the terms of the Agreement. Accordingly, from and after the Effective Date, all references in the Agreement to the “Term” shall mean and refer to the Term as extended by this Amendment.

2. Ratification. The Parties hereby ratify and confirm the terms and provisions of the Agreement, except to the extent such terms and provisions are expressly amended or modified by this Amendment. The Agreement as amended by this Amendment shall remain, and be, in full force and effect, and shall be binding upon the Parties. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Amendment.

3. Counterparts. This Amendment may be validly executed and delivered by fax or other electronic transmission and in one or more counterpart signature pages, which when combined shall constitute one Amendment.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

**COMMISSIONERS OF ALLEGANY
COUNTY**

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

**UPMC WESTERN MARYLAND
CORPORATION**

By: _____

Title: _____

Attested By: _____

Title: _____

By: _____

Title: _____

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Lee Beeman, County Attorney
Subject: First Amendment to Service Agreement Between UPMC
Western Maryland and Willowbrook Health Center
Condominium
Supporting Documents: Yes

1. Summary of Request

First Amendment to Service Agreement between UPMC Western Maryland and Willowbrook Health Center Condominium related to rental space at Allegany County Health Department.

2. Financial Impact

N/A

3. Recommendation

N/A

First Amendment to Service Agreement
Between
UPMC WESTERN MARYLAND
and
WILLOWBROOK HEALTH CENTER CONDOMINIUM

This Amendment (“**Amendment**”) shall be effective _____, 2023 (the “**Effective Date**”), by and among the WILLOWBROOK HEALTH CENTER CONDOMINIUM (the “**Condo Association**”), with its principal place of business located at 12501 Willowbrook Road, Cumberland, Maryland 21502, and UPMC WESTERN MARYLAND CORPORATION (“**UPMC WM**”), a Maryland not-for-profit corporation, with its principal place of business located at 12400 Willowbrook Road, Cumberland, Maryland 21502.

RECITALS

A. The Condo Association and UPMC WM (collectively, the “**Parties**”) are parties to a Service Agreement dated June 1, 2021 (the “**Agreement**”), which is set to expire on May 31, 2023.

B. Pursuant to Section 8.2 of the Agreement, the Parties desire to extend the Term of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto and the mutual benefits to be gained by the performance thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree as follows:

1. Extension of Term. The Parties hereby acknowledge and agree that the Term of the Agreement is presently scheduled to expire on May 31, 2023. Effective as of the Effective Date, the Term of the Agreement is hereby extended through and including June 30, 2023, unless sooner terminated in accordance with the terms of the Agreement. Accordingly, from and after the Effective Date, all references in the Agreement to the “Term” shall mean and refer to the Term as extended by this Amendment.

2. Ratification. The Parties hereby ratify and confirm the terms and provisions of the Agreement, except to the extent such terms and provisions are expressly amended or modified by this Amendment. The Agreement as amended by this Amendment shall remain, and be, in full force and effect, and shall be binding upon the Parties. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Amendment.

3. Counterparts. This Amendment may be validly executed and delivered by fax or other electronic transmission and in one or more counterpart signature pages, which when combined shall constitute one Amendment.

[signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

**WILLOWBROOK HEALTH CENTER
CONDOMINIUM**

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

Attested By: _____

Title: _____

**UPMC WESTERN MARYLAND
CORPORATION**

By: _____

Title: _____

By: _____

Title: _____

**Public Business Meeting
Item Summary Report**
Department: Human Resources

To: Allegany County Commissioners
From: Kristi Liller, Director
Subject: Rules and Regulations Governing Employees of Allegany County, Resolution 23-24 Job Descriptions, Grade Allocation Table
Supporting Documents: Yes

1. Summary of Request

1. Approval of job description for the position of Equipment and Maintenance Supervisor for Allegany County Department of Public Works, Roads Division
2. Approval of job description for the position of Sergeant for Allegany County Department of Emergency Services, Emergency Medical Services Division.
3. Adoption of new Grade Allocation Table, to implement revisions and additions as recommended by Evergreen Solutions, LLC, since initial implementation of the Classification and Compensation Study.

2. Financial Impact
N/A

3. Recommendation
N/A

RESOLUTION
No. 23-24

WHEREAS, the Board of County Commissioners of Allegany County, Maryland, by Resolution 97-9, adopted July 23, 1997, made and established the revised and updated “Rules and Regulations Governing Employees of Allegany County, Maryland”, and

WHEREAS, said Rules and Regulations may from time to time, in accordance with the “Preface” to said Rules and Regulations, be revised or amended by the County Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Allegany County, does hereby adopt revisions to the “Rules and Regulations Governing Employees of Allegany County, Maryland”, reflecting appropriate changes by updating the following:

1. Approval of job description for the position of Equipment and Maintenance Supervisor for Allegany County Department of Public Works, Roads Division.
2. Approval of job description for the position of Sergeant for Allegany County Department of Emergency Services, Emergency Medical Services Division.
3. Adoption of new Grade Allocation Table, to implement revisions and additions as recommended by Evergreen Solutions, LLC, since initial implementation of the Classification and Compensation Study.

BE IT FURTHER RESOLVED, that unless otherwise specified, the changes authorized by this Resolution shall become effective the date of this Resolution.

BE IT FURTHER RESOLVED, that the above changes will be inserted in individual and departmental copies of said Rules and Regulations, if applicable, and/or filed within the Allegany County Department of Human Resources.

ADOPTED this 22nd of June, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND**

David J. Caporale, President

Creade V. Brodie, Jr., Commissioner

William R. Atkinson, Commissioner

ATTEST:

Jason M. Bennett, CPA, County Administrator

EQUIPMENT AND MAINTENANCE SUPERVISOR

GENERAL DEFINITION OF WORK

Responsible for supervising automotive, truck, heavy equipment repair and maintenance work in the County Roads Department, training automotive mechanics and helpers, scheduling of job assignments and the supervision of the tools and part inventory, maintaining repair records and parts inventory.

ESSENTIAL TASKS

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

Plans preventive maintenance for all Roads Department vehicles.

Prioritizes and schedules repairs.

Trains and supervises mechanics, which are Union Employees.

Maintains clean and safe shop; purchase the necessary parts, tools and shop equipment; maintains tools and equipment in good condition; writes specifications for The County Roads Division as well as other County department's equipment; maintains a level of supply of spare parts in frequent demand.

Maintains repair cost records; makes and mounts stone spreader hitches on trucks; assists other county departments with vehicle repair jobs.

Inspects equipment, tools, parts and supplies on receipt for adherence to specifications.

Monitors fuel, coordinates with fuel suppliers and reports fuel taxes.

Performs related work as required.

Performs accident investigations.

Coordinates with Roads Superintendent to determine vehicles/equipment to be decommissioned for surplus.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of automotive mechanics, ability to perform first through fifth echelon maintenance on cars, trucks and road construction equipment with gasoline and diesel engines and welding. Working knowledge of elements of supervision; working knowledge of trouble-shooting systems. Ability to perform all types of maintenance from preventive through rebuilding of sub-assemblies and failure diagnosis; ability to read schematic drawings. Ability to operate any equipment in the Roads Department system; ability to teach first echelon, i.e., preventive maintenance and operation of any new equipment to assigned operators; ability to give road tests to new operators. Ability to use diagnostic equipment, including but not limited to engine scanning and analyzing equipment. Possess intermediate computer skills.

EDUCATION AND EXPERIENCE

High School graduate preferably in the vocational arts. Six years in repairing and maintaining diesel and gasoline powered equipment, one of which must have been in a supervisory capacity;

A comparable amount of training and experience may be submitted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a personal computer, calculator, copier, and fax machine. Significant standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing and pulling. Ability to move heavy truck and equipment, tires, unload, store, and issue heavy parts. Ability to climb ladder to second floor tire storage area. Ability to lift up to 100 pounds.

SPECIAL REQUIREMENTS

Possession of a valid Maryland Commercial Driver's License.

Est. 06/23

Emergency Medical Services Sergeant

GENERAL DEFINITION OF WORK

This Paramedic (ALS-2) position is delegated the responsibility of leadership and management within the chain of command of the Emergency Medical Services (EMS) Division. When the EMS Lieutenant is on shift working as the shift supervisor, the EMS Sergeant is assigned to an ambulance as the Advanced Life Support clinician. They will assist the EMS Lieutenant in carrying out the day-to-day operations of the Division when not engaged in patient care as assigned to an ambulance. When the EMS Lieutenant is not on shift, the EMS Sergeant will fill the position as the shift supervisor with all the authority and responsibilities of an EMS Lieutenant. This position reports to the EMS Lieutenant of their assigned shift and EMS Chief.

ESSENTIAL TASKS

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

- Oversees the daily activities of crews and staff
- Assists with establishing organizational goals
- Development and management of operational budget, scheduling and personnel management, fleet management, hiring and training of personnel.
- Complete the following reports: incident, accident or injury, exposure, IWIF claims, and payroll
- Serves as a mentor for both paid and volunteer providers.
- Assists with orientation of volunteer and career staff and participates in peer reviews.
- Provides supervision and direction of other providers and overall scene management.
- Performs other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES

- Ability to make critical decisions in stressful situations
- Ability to lead, supervise, and motivate staff
- Possess the ability to become RSI qualified and maintain the qualification throughout appointment
- Ongoing knowledge of EMS organization and principals
- Must possess and maintain NRP licensure and State of Maryland certification as a paramedic, and ACLS, PALS or EPC, and ITLS or PHTLS, AMLS certifications throughout employment.

- Must possess current certification in or successfully complete MFRI or Pro-Board Fire Officer 1 or MFRI EMS Officer 1 within 12 months of employment.
- Must possess current certification in or successfully complete: Emergency Vehicle Operations Course (EVOC), Hazardous Materials Operations Course, Tactical Emergency Care Course (TECC) and the National Incident Management System (courses IS 100, IS 200, IS 300, and IS 700) within 12 months of employment.
- Valid Driver's license and the ability to drive an emergency vehicle in accordance with the established guidelines, as well as eligibility for coverage under County's motor vehicle insurance policy.

EDUCATION AND EXPERIENCE

- Graduation from an accredited high school
- Minimum of three years of experience as a Paramedic responding to emergency medical incidents, minimum of one year EMS preceptor and minimum of one year Quality Assurance experience.
- Three years progressive management experience in a related field. Pertinent volunteer and/or career emergency response experience is beneficial.

(A comparable amount of training and experience may be substituted for the minimum qualifications.)

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a personal computer, copier, smart phone and radio. Some standing walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, handling, pushing, and pulling. Ability to have fine motor skills such as rapid finger dexterity and the ability to do multi-tasks correctly at the same time; good hand-eye coordination.

(Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.)

Non- Exempt

Est. 6/23

APPENDIX B

GRADE ALLOCATION TABLE

(Effective June 22, 2023)

<u>Salary Grade</u>	<u>Classification Title</u>
102	Building Maintenance Worker I Gaming Inspector Inmate Services Technician Office Associate II Solid Waste Management Worker I Utilities Worker I
103	Accounting Technician I Building Maintenance Worker II Code Enforcement Officer Election Clerk Liquor Board Clerk Office Associate III Permit Services Clerk Utilities Worker II
104	Accounting Technician II Building Maintenance Worker III Caseworker, Alternative Sentencing Election Registrar Labor Unit Officer Legal Secretary Office Associate IV
105	Building Maintenance Worker IV Emergency Medical Services Training Officer Information Technology Support I Office Associate V Pretrial Assessment- Commitment Compliance Officer Quality Assurance Coordinator Senior Accounting Technician
106	Administrative Compliance Officer, Detention Center Bridge & Traffic Control Maintenance Foreman Deputy Court Administrator Drafter/CADD Operator Engineering Technician III Equipment & Maintenance Foreman Executive Assistant - Marketing & Prospects GIS Technician

Salary Grade**Classification Title**

	Information Technology Support II
	Judicial Unit Manager
	Labor Unit Manager
	Planner I
	Roads Foreman
	Utilities Foreman
107	Accountant
	Building Maintenance Supervisor I
	Corrections Lieutenant
	Court Administrator
	Emergency Medical Services Lieutenant
	Employee Benefits Specialist
	Gaming Administrator
	Grants Writer
	Patrol Lieutenant
	Payroll Supervisor
	Plant Operator II
	Roads Office Manager
	Social Worker
	Supervisor, Tax & Utility Office
	Utility Electrician
108	Bridge & Traffic Control Maintenance Supervisor
	Building Maintenance Supervisor II
	Chief Engineering Technician
	Deputy Director of Elections
	District Supervisor
	Engineer I
	Equipment & Maintenance Supervisor
	Planner III
109	Chief, 911 Joint Communications
	Chief, Emergency Management
	Clerk to the County Commissioners
	Economic Development Representative
	Engineer II
	Risk Manager/Safety Instructor
110	Building Maintenance Superintendent
	Chief Accountant
	Engineer III
	Patrol Captain
	Roads Superintendent
	Senior Project Manager – Economic Development

Salary Grade**Classification Title**

Transit Division Chief
Utilities Area Supervisor

111	Administrator of Elections
	Assistant Administrator, Detention Center
	Chief, Emergency Medical Services
	GIS Manager
	Public Relations & Communications Manager
112	Engineer IV
113	Deputy Director, Emergency Services, Operations
114	County Engineer
115	Deputy Director of Finance
	Director of Economic and Community Development
	Director of Emergency Services
	Director of Human Resources
	Director of Information Technology
	Director of Planning and Zoning
	Director of Public Works

**Additional grades/positions are available per Evergreen Solutions, LLC salary study, but there are no positions currently assigned.

**Public Business Meeting
Item Summary Report**
Department: Commissioners

To: Allegany County Commissioners
From: Jason Bennett, County Administrator
Subject: Senior Care Program Administration Renewal
Supporting Documents: Yes

1. Summary of Request

In 1987 the Allegany County Commissioners were assigned the responsibility of appointing a lead agency to administer the Senior Care Program. The Allegany County Health Department was selected as the lead agency and has continued to administer the Senior Care Program for over 30 years. Funding for the Senior Care Program is provided exclusively by the State Department of Aging. No County funds are involved nor have any been requested since the inception of the program. Senior Care funds are considered “gap-filling” and may be used to provide services such as in-home caregiving and medical supplies/equipment. Participants must be at least 65 years old and meet functional as well as financial criteria in order to be eligible. Case management services and administrative duties for this program are also funded through this grant. The Motion for FY 2024 and the signature page required by the Maryland Department of Aging requesting your signature are attached.

2. Financial Impact
N/A

3. Recommendation
Approve

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Consent Agenda for the June 23, 2023 public meeting:

The Board of Commissioners hereby authorizes the County Administrator to sign the Maryland Office on Aging Senior Care System Annual Plan Review and Approval Sign-off for FY 2024. The Allegany County Health Department serves as The Lead Agency for the Senior Care Program at the request of the County Commissioners and administers the grant funds received from the Office on Aging.

VOTE: _____ _____ _____
 WRA CVB DJC

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Jason M. Bennett, County Administrator, Allegany County Maryland, hereby certify that the above action of the Commissioners is part of the formal, written record of the public meeting held on the 23rd of June 2023.

BY: _____

Jason M. Bennett , County Administrator

SEAL

Senior Care Program Operations - FY 2024

AAA Name: Allegany County

<i>A. Client Service Projections</i>	<i>FY 2022 (Actual)</i>	<i>FY 2023 (Estimated)</i>	<i>FY 2024 (Projected)</i>
1) Number of Clients Receiving Gapfilling Services carried over from the end of the preceding fiscal year.	62	71	84
2) Number of New Clients Receiving Gapfilling Services (including those moving from waiting lists) served this year.	22	28	19
3) Subtotal Gapfilling: Number of Clients Receiving Gapfilling Services (Formula Generated).	84	99	103
4) Number of Case Management Only (CMO) Clients carried over from the preceding fiscal year (not included in lines 1, 2 or 3).	20	13	15
5) Number of New Case Management Only Clients Served this year (<i>not included in lines 1, 2, 3 or 4</i>).	74	83	75
6) Subtotal CMO: Number of Clients Receiving Case Management Only (Formula Generated).	94	96	90
7) Total: Projected Number of Senior Care Clients for the Fiscal Year. (Formula Generated)	178	195	193

<i>B. Average Length of Time for Receipt of Services</i>	<i>FY 2022 (Actual)</i>	<i>FY 2023 (Estimated)</i>	<i>FY 2024 (Projected)</i>
1) Average length of time a Senior Care <i>Gapfilling</i> client receives services from the Senior Care system (in months):	36	30.5	29
2) Average length of time a Senior Care <i>Case Management Only</i> client receives case management services (in months):	7	5	5

<i>C. Waiting List Information - If unknown, indicate "unknown"</i>	<i>FY 2022 (Actual)</i>	<i>FY 2023 (Estimated)</i>	<i>FY 2024 (Projected)</i>
1) CMO - How many individuals are waiting to receive case management services only?	0	0	0
2) Gapfilling Only - How many individuals are waiting to receive gapfilling services only?	16	23	25
3) Both Gapfilling and Case Management - How many individuals are waiting to receive both gapfilling AND case management?	0	0	0
4) Total Individuals on the Waitlist (Formula Generated)	16	23	25
5) Assessment - How many individuals on the waitlist have been assessed?	16	23	25
6) Percentage of individuals on the waitlist who have been assessed (Formula Generated)	100.00%	100.00%	100.00%
7) Average length of time that an individual stays on the waiting list while waiting for Gapfilling services only (in months)	6	8	10
8) Average length of time that an individual stays on the waiting list while waiting for Case Management Only services (in months)	1	1	1
9) Average length of time that an individual stays on the waiting list while waiting for both Gapfilling and Case Management services (in months)	1	1	1

Senior Care Budget FY 2024				AAA Name: Allegany	
				Senior Care Allocation	\$141,114.00
		Administration		Case Management, Direct Services, and Waiting List Services	
Budget Category	Administration funded by State Senior Care	Administration funded by other sources	Case Management	Other Gapfilling Direct Services	Total (Administration, Waiting List and Direct Services)
Salaries	\$ -		\$ 46,897.00		\$46,897
Fringe			\$ 14,365.00		\$14,365
Travel					\$0
Building Space	\$ 7,055.00				\$7,055
Printing & Supplies					\$0
Equipment					\$0
Equipment Maintenance and Repairs					\$0
Communications					\$0
Utilities	\$ 7,055.00				\$7,055
Vehicle Costs					\$0
Training					\$0
Contractual Services				\$ 65,742.00	\$65,742
Other Costs: Provide Explanation Below					\$0
Total Costs: Autofill	\$ 14,110.00	\$ -	\$ 61,262.00	\$ 65,742.00	\$141,114
Project Income					\$0
Net Costs: Autofill	\$ 14,110.00	\$ -	\$ 61,262.00	\$ 65,742.00	\$141,114
State Senior Care Funds			\$ -		\$0
Other Non-Fed Resources		\$ -			\$0
Variance: Autofill	\$ (14,110.00)	\$ -	\$ (61,262.00)	\$ (65,742.00)	-\$141,114
				Variance	\$141,114.00
Administrative Allowance: There is a limit of 10% of the Senior Care allocation that can be used toward administration of the grant.					
Enter total Senior Care allocation.	Enter the administrative allowance percentage. Do not exceed 10%	Acceptable or Not Acceptable			
\$ 141,114.00	10.00%	Acceptable			
Case Management is a service and cannot be covered as part of the 10% administrative allowance					
Other Funding Sources		Enter Direct Services and Case Management above \$500.00			
Source	Amount	Cost Category	Amount		

FY 2024 Senior Care Gapfilling Expenditures		AAA Name: Allegany County	
Program Category	FY 2024 Gapfilling Expenditure	Percentage of Gapfilling Budget	
Personal Care	\$ 1,315.00	2.00%	
Chore	\$ 19,065.00	29.00%	
Personal Care/Chore	\$ 9,860.00	15.00%	
Heavy Chore	\$ 329.00	0.50%	
Home Delivered Meals	\$ 329.00	0.50%	
Respite	\$ 6,574.00	10.00%	
Adult Day Care/Senior Center Plus	\$ 329.00	0.50%	
Medication(s)	\$ 1,975.00	3.00%	
Transportation	\$ 329.00	0.50%	
Medical Supplies	\$ 20,380.00	31.00%	
Emergency Response Systems	\$ 3,287.00	5.00%	
Grants to Families	\$ 1,970.00	3.00%	
Other (auto-generated - see below)	\$ -	0.00%	
Total	\$ 65,742.00		
Please list Other Gapfilling Expenditures below			
Other Gapfilling Programs	FY24 Gapfilling Expenditure		
Total	\$ -		
Average Gapfilling Cost per Client per Month		Range of Gapfilling Cost Per Client per Month	
Provide figures for the average amount of Gapfilling funds spent per client per month in the jurisdiction for Fiscal Years 2022-2024.		Provide the range of Gapfilling funds spent per client per month in the jurisdiction for Fiscal Years 2022-2024.	
FY 2022 (Actual)	\$107	FY 2022 (Actual)	\$55-\$275
FY 2023 (Estimated)	\$107	FY 2023 (Estimated)	\$16.60-\$308
FY 2024 (Projected)	\$109	FY 2024 (Projected)	\$40-\$325

FY 2024 Senior Care Staff

AAA Name: Allegany County

Use the charts below to provide information on the number of staff positions to be donated in-kind.

Administration					
Agency (AAA/DSS/LHD)	Title of Position	Duties	Percentage of Time Spent on Senior Care	Funding Source (State Senior Care or Other)	
ACHD	Health Officer	Consultant	1%	MDH	
ACDSS	Director	Consultant	1%	DHR	
ACHRDC	Director	Consultant	1%	Local	
ACHD	Administrator	Fiscal	1%	MDH	
ACHD	Program Supervisor	Program Administration	18%	Local	Total Admin FTEs
					22%

Assessment					
Agency (AAA/DSS/LHD)	Title of Position	Number of Cases Assessed Per Month - Initial Assessments and Reevaluations	Percentage of Time Spent on Senior Care	Funding Source (State Senior Care or Other)	
ACHD AERS	CHN II	5	25%	MDH	
ACHD AERS	CHN II	4	12%	MDH	
ACHD AERS	CHN II	3	12%	MDH	
					Total Assessment FTEs
					49%

Case Management					
Agency (AAA/DSS/LHD)	Title of Position	Number of Cases Case Managed Per Month	Percentage of Time Spent on Senior Care	Funding Source (State Senior Care or Other)	
ACHD	CHN II	3	3%	MDH	
ACHD	CHN II	4	4%	MDH	
ACHD	CHN II	5	5%	MDH	
					Total Case Mgmt. FTEs
					12%

Total FTEs
83%

Information

AAA Name: Allegany County

FY 2023 to FY 2024 Staff Funding Adjustments

For staff supported with non-State Senior Care funds, using in-kind, local, other grants, indicate increases, decreases, or no changes in the amounts or types of support provided in FY 2024. No more than 1-2 sentences required.

AERS will continue to perform interRAIs on an annual basis for new evaluations and annuals for Senior Care clients. There is no anticipated change in support for FY 2024.

VENDOR/INDIVIDUAL PROVIDER RATES:

Provide the rates or range of rates for each service listed below. An explanation is required for service rates that are over 10% of the State's average. If the service is listed on the Senior Care Budget/Gap-filling Expenditures Tabs, then a corresponding unit cost must be recorded on this page. Read carefully how the units are to be reported in the chart below.

	Personal Care Cost per Hour	Chore Cost per Hour	Nutritional Supplements	Incontinence Supplies	Respite Cost per Hour	Adult Day Cost per Day	Transportation Cost per Trip	Emergency Response System Cost per Month	Case Management Cost per Hour (Average if variable)
FY 2024 Rates	\$20.38	\$20.00	\$40.00	\$50.00	\$40.00	\$89.00	\$2.67	\$40.00	\$38.00
Name of Vendor									
Local Pharmacies			\$40	\$85/case				\$250	
Family Grants	\$12.00	\$12.00			\$12		\$12		
Medical Day Cares						\$90			
Case Management									\$30.20

Please explain any variances of the State average (+10%)

Family grant rate is less than the rate normally paid to agencies which include benefits paid to the workers. The cost for incontinence supplies vary depending on the manufacturer and quantity in each package, however home delivery is included in the cost. Transportation rate is based on the hourly rate to pay a private driver for individuals residing outside of a normal bus or taxi area. Personal Emergency Response Units are purchased one time only with no recurring monthly fee.

MARYLAND DEPARTMENT OF AGING

ANNUAL SENIOR CARE PROGRAM PLAN

REVIEW AND APPROVAL

FISCAL YEAR 2024

(7/1/23-6/30/24)

The Interagency Committee on Aging (IAC) for Allegany County
(Jurisdiction)

has reviewed and approves the submission of the Allegany County
(Jurisdiction)

Senior Care Annual Plan for Fiscal Year 2024 as written and attached hereto.

Area Agency on Aging Director

Wendolyn McKenzie

Print Name

Wendolyn McKenzie
Signature

Health Department Director

Margaret Wright

Print Name

Margaret Wright
Signature

Department of Social Services Director

Courtney Thomas Winterberg

Print Name

Courtney A. Thomas Winterberg
Signature

Chief Government Official

Print Name

Signature

Public Business Meeting
Staff Report
Department: Economic & Community Development

To: Jason M. Bennett, CPA, County Administrator
From: David Nedved, Representative
Date Prepared: June 21, 2023
Meeting Date: June 22, 2023
Subject: Section 8 Housing and Rehabilitation MOU & Sub-recipient Agreements
Supporting Documents: Yes

1. Background

The former Housing Services Division administered the Section 8 Housing Choice Voucher Program from March 1979 through June 9, 2009, and the Section 8 Moderate Rehabilitation Program from May 1984 through June 9, 2009, for the Maryland Department of Housing and Community Development (DHCD). A transfer of administration for both programs was approved by the DHCD and these programs physically moved to the Allegany County Human Resources and Development Commission (HRDC) in June 2009.

2. Issues

The current Memorandums of Understanding (MOUs) for administration of both programs: the Section 8 Housing Choice Voucher and the Section 8 Moderate Rehabilitation, will expire June 30, 2023, as well as the corresponding sub-recipient agreements with HRDC. DHCD has provided new MOUs that begin July 1, 2023, and have an expiration date of June 30, 2026.

3. Financial Impact

This is a pass through to HRDC.

4. Alternatives

Not Applicable

5. Other Considerations

Not Applicable

6. Conformity to County Policy

Not Applicable

7. Recommendation

Request the Board of County Commissioners authorize the President to sign the MOUs for administration of both programs: the Section 8 Housing Choice Voucher and the Section 8 Moderate Rehabilitation with DHCD, through June 30, 2026. Further, request the Board of County Commissioners authorize the President to sign the sub-recipient agreements with HRDC for continued administration of both programs through June 30, 2026.

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF
FEDERALLY FUNDED SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
IN ALLEGANY COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made this _____ day of _____, 2023 by and between the **Department of Housing and Community Development**, 7800 Harkins Road, Lanham, Maryland 20706 (“DHCD”), a principal department of the State of Maryland (the “State”) and the **Board of County Commissioners, Allegany County**, Maryland, 701 Kelly Road, Floor 4, Cumberland, Maryland, 21502.

WHEREAS, DHCD has entered into a Consolidated Annual Contributions Contract, as amended and revised from time to time (the “ACC”) with the U.S. Department of Housing and Urban Development (“HUD”) to receive federal housing subsidy funds under the Section 8 Housing Choice Voucher Program (the “Program”) and has authority to serve as a Public Housing Agency (“PHA”) in utilizing these funds throughout the State; and

WHEREAS, DHCD desires to use a portion of these funds to administer the Program in the Local Jurisdiction; and

WHEREAS, DHCD is willing to allocate a portion of its Annual Budget Authority to the Local Jurisdiction to administer the Program in the Local Jurisdiction; and

WHEREAS, HUD determines annually the amount of funding that DHCD receives and, by extension, the amount provided to the Local Jurisdiction; and

WHEREAS, HUD assigns a baseline number of vouchers to DHCD each year to be used throughout the State, DHCD will assign a portion of these vouchers to the Local Jurisdiction to serve its low-income families;

NOW WHEREFORE, DHCD and the Local Jurisdiction in consideration of their respective obligations hereinafter set forth enter into the following Agreement:

1. **Term of Agreement.** This Agreement shall begin on July 1, 2023 and shall continue until agreed upon services are completed, but in any case shall terminate no later than on June 30, 2026.

2. **Scope of Services.**

A. DHCD shall assign a baseline of **200** vouchers to the Local Jurisdiction. DHCD shall have the unilateral right to change in writing the number of vouchers at any time.

B. With the concurrence, or at the direction of DHCD, the Local Jurisdiction shall provide DHCD with all services and equipment necessary to administer the Program in the Local Jurisdiction.

C. The Local Jurisdiction shall do, perform and carry out in a manner satisfactory to DHCD all of the following:

1. Make known to the public the availability and nature of housing assistance for lower-income families. Such public notices shall meet all applicable HUD requirements.

2. Invite owners to make dwelling units available for leasing and develop working relationships with property owners, management companies and appropriate associations and groups.

3. Receive and review applications and establish and maintain a waiting list for applicants for Housing Choice Vouchers.

4. Determine applicant family eligibility for the Program, in accordance with schedules and criteria established by HUD, and select families for assistance in accordance with the approved equal opportunity housing plan. Notify families determined to be ineligible.

5. Issue Housing Choice Vouchers, provide voucher holder packets and brief families concerning their responsibilities and the responsibilities of the property owner. Provide information to voucher holders on applicable housing quality standards and inspection procedures, search for and selection of housing and basic Program regulations.

6. Review and approve Requests for Tenancy Approval for the proposed unit and establish rent reasonableness. Determine whether or not the requested lease and contract are acceptable. Inspect the unit in accordance with HUD's Housing Quality Standards. Advise owners of defects and/or deficiencies to be corrected prior to approval.

7. Determine Total Tenant Payment Amounts.

8. Determine amounts of Housing Assistance Payments on behalf of families. Determine tenant rent portions. Determine utility reimbursement payments.

9. Execute Housing Assistance Payments Contracts with owners.

10. Receive Program contributions from DHCD, properly account for such contributions, authorize and disburse payments to owners.

11. Re-examine family composition, household income, allowable deductions and exclusions, Total Tenant Payments and Housing Assistance Payments in accordance with HUD regulations.

12. Reset amount of rent payable by the family and reset the amount of housing assistance, using any utility allowances that may apply.
13. Inspect units prior to leasing and at least annually to determine if they meet Housing Quality Standards. Notify owners and families of findings.
14. Monitor evictions, in compliance with the requirements of applicable federal and state law and in accordance with HUD regulations.
15. Administer and enforce Housing Assistance Payments Contracts with owners and take appropriate actions in cases of noncompliance or default, including entering into repayment agreements, after consultation with DHCD.
16. Comply with all HUD Equal Opportunity Requirements.
17. Prepare and provide to DHCD all budgets, financial plans, financial reports, vouchers, requests for payments and other financial management documents required by HUD and DHCD in administration of the Program. Prepare and provide to DHCD other reports required by HUD.
18. Provide information for the Annual Plan.
19. Establish and maintain an automated system to enter Program data into HUD's PIH Information Center ("PIC") system. Enter Program information into the system using the schedule mandated by HUD.
20. Accept sanctions when HUD reduces fees due to failure to enter information into HUD's PIC system on schedule.
21. Maintain all records required for the administration of the Program. Assure that actual Program operating costs do not exceed HUD and DHCD approved budget allowances.
22. Maintain an active working relationship with DHCD.
23. Notify DHCD promptly of all problems regarding the Program generally and, where appropriate, of problems regarding particular owners and families.
24. Prepare and provide to DHCD any reports required to allow DHCD to exercise its responsibilities under the Program.
25. Prepare or submit data for utility allowance schedules, rental housing surveys, fair housing affirmative action plans, etc., as required by HUD regulations.

D. DHCD shall provide the Local Jurisdiction with the following services and materials in connection with the Program:

1. An approved Program application to HUD, including an Administrative Plan, a Fair Housing Affirmative Action Plan and a Schedule of Utility Allowances.
2. Sufficient quantities of printed materials, including information brochures, materials for participants and landlords, forms for reporting to DHCD, and other items.
3. Program administrative and management materials, including record keeping and reporting forms.
4. Provide review and reconciliation of financial statements and submissions.
5. Provide monitoring of the Program.
6. Provide annual Housing Quality Control Inspections.

E. DHCD shall have the unilateral right to order in writing changes in the work within the scope of this Contact.

3. **System of Administration and Administrative Forms.**

The Local Jurisdiction shall perform its obligation hereunder in accordance with the system for administration developed by DHCD, and HUD. The Local Jurisdiction agrees to utilize administrative forms prescribed by DHCD unless specific permission to modify or not utilize a particular form is granted, in writing, by DHCD.

4. **Compensation and Method of Payment.**

For each unit under a Housing Assistance Payments (HAP) Contract for which DHCD is serving as the Public Housing Agency (PHA), the Local Jurisdiction will be compensated monthly in the amount of seventy-two and one half percent (72.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. The Department may establish a rate that will consider proportionately all areas in which participants are located. For Allegany County, the fee rate will be calculated using the Washington County rate schedule. DHCD reserves the right to change the rate schedule associated with the local jurisdiction. This compensation shall be received for each unit under HAP Contract as of the first of the month and shall terminate upon termination of the HAP Contract for that unit.

If the Local Jurisdiction is billed for payments according to the HUD rules for portability for a unit under HAP Contract which is located in a jurisdiction in which DHCD does not serve as the PHA (DHCD positioned as initial PHA), but which unit is occupied by a tenant holding a voucher for which DHCD is the PHA, the Local Jurisdiction will be compensated the lower of ninety percent (90%) of the HUD published column B or equivalent administrative fee rate for

the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD or 100% of the receiving PHA's column B rate less any HUD prorated funding reduction applied by DHCD.

If the Local Jurisdiction is billing payments according to the HUD billing requirements implemented through the publication of the final portability rule (DHCD positioned as the receiving PHA), the Local Jurisdiction will be compensated the lower of 70% of the initial PHA's column B administrative fee rate less any HUD prorated funding reduction applied by DHCD or seventy-two and one half percent (72.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction for excess portability fees collected.

The administrative fee is an amount established and published by HUD. Future adjustments in the administrative fee earning shall be effective on the first day of the month subsequent to the date of HUD's publication of revised administrative fees.

The Local Jurisdiction shall keep and maintain, in the form and manner prescribed by DHCD, and furnish to DHCD, upon request, all records of occupancy, leases and HAP Contracts. In the event of any change in HUD's rate of compensation under the Program to be administered by the Local Jurisdiction under this Agreement, DHCD may renegotiate the amount of compensation under this section or terminate this Agreement as provided for in the Termination of Agreement for Convenience provision of this Agreement.

5. **Federal Tax Identification Number.** The Local Jurisdiction's federal tax identification number is 52-6000870.

6. **Funding, Disbursement and Accounting.**

The Local Jurisdiction agrees to place all funds received pursuant to this Agreement in separate bank accounts or within special accounts in the appropriate municipal or city/county financial system. DHCD will remit to this account monthly an amount (1) representing an advance of sum of the anticipated housing assistance payments, and (2) administrative fees due and owing for the prior month as described in this Agreement. The Local Jurisdiction shall make monthly payments to the cooperating lessors and shall account for all disbursements by submitting such documents to DHCD as may be required.

7. **Incorporation of ACC.** Each and every obligation, responsibility and covenant assumed by DHCD in the ACC with HUD is expressly incorporated herein and made a part hereof and shall be performed by the Local Jurisdiction in accordance with the terms and provisions set forth therein and within the scope of this Agreement. The ACC is kept by DHCD and the Local Jurisdiction may review the ACC at such time and place as agreed upon between the parties hereto.

8. **Insurance.** The Local Jurisdiction shall provide and maintain at its' expense during the term of this Agreement, the following insurance coverage with companies satisfactory to DHCD:

A. Comprehensive automobile liability written on automobiles owned, not owned and/or leased in an amount for combined single limit public liability coverage of not less than \$300,000 or the minimum required by law, whichever is greater;

B. Comprehensive general liability, in an amount not less than \$100,000 or the minimum required by law, whichever is greater, which includes contractual, completed operations, and personal injury coverage with the fellow employee coverage deleted;

C. Workmen's Compensation insurance broad form, with employer's liability of \$100,000 or the minimum required by law, whichever is greater, for all persons engaged in work for the Contract;

D. In form acceptable to DHCD, the Local Jurisdiction shall supply for the term of this Agreement, a fidelity bond with a single incident coverage of not less than \$70,000 or other assurance for the faithful performance of duties for any and all employees or agents of the Local Jurisdiction who handle or disburse monies pursuant to this Agreement;

Evidence of the above insurance requirements will be required at initial Agreement execution. The policies will be received and approved for acceptability by DHCD. The Local Jurisdiction further asserts that coverage will be maintained as specified as long as this Agreement is in effect and will notify DHCD of any changes in coverage or carriers.

If the Local Jurisdiction fails for any reason to provide and maintain any of the insurance policies required herein, DHCD in its sole discretion may obtain any such insurance at the expense of the Local Jurisdiction and may deduct any costs, including premiums, related thereto from any payments due to the Local Jurisdiction under this Agreement.

9. **Responsibility for Claims and Liability; Indemnification.**

A. The Local Jurisdiction shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Agreement.

B. The Local Jurisdiction hereby indemnifies and holds harmless DHCD and the State, their respective officers, agents and employees from and against all claims, suits, damages, losses, liabilities, and expenses, of every name and description, including attorney's fees, arising out of or resulting in any manner from the Local Jurisdiction's performance, or any of its agents or employees, of this Agreement, except for claims, suits, judgments, expenses, actions, damages and costs arising from acts that are solely attributable to DHCD, its officers, agents or employees.

C. The Local Jurisdiction shall immediately notify DHCD of any claim or suit made or filed against the Local Jurisdiction or its subcontractors regarding any matter resulting from or relating to the Local Jurisdiction's obligations under this Agreement, and will cooperate, assist, and consult with DHCD in the defense or investigation of any claim, suit, or action made or filed against DHCD or the State as a result of or relating to the Local Jurisdiction's performance under this Agreement.

D. DHCD and 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.

10. **Final Agreement.** This Agreement, including all exhibits and other documents incorporated by reference, constitutes the entire agreement of the parties hereto and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this agreement are superseded by this Agreement.

11. **Amendment and Modification.**

All amendments to this Agreement must first be approved in writing by DHCD, subject to any additional approvals required by State law. No amendment or modification to this Agreement shall be binding unless in writing and signed by the parties hereto.

12. **Governing Law.** This Agreement shall be governed by the law of the State of Maryland.

13. **Commercial Nondiscrimination.**

A. As a condition of entering into this Agreement, the Local Jurisdiction represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Local Jurisdiction may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, , sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Local Jurisdiction retaliate against any person for reporting instances of such discrimination. The Local Jurisdiction shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Local Jurisdiction understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Local Jurisdiction shall include this clause in all sub-contracts.

B. As a condition of entering into this Agreement, upon the request of the Maryland Commission on Civil Rights, and only after the filing of a complaint against the Local Jurisdiction under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Local Jurisdiction agrees to provide to the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Local Jurisdiction has used in the past four (4) years on any of its contracts that were undertaken within the State, including the total dollar amount paid by the Local Jurisdiction on each subcontract or supply contract. The Local Jurisdiction further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that are requested by the State. The Local Jurisdiction understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions covered by this Agreement.

14. **Living Wage.**

A. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

B. This Agreement has been deemed to be a Tier 2 Contract.

C. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$15.13 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, Contractors and Subcontractors shall pay each covered employee at least \$11.36 per hour. Please note, due to increases in the Maryland minimum wage rate that exceed the Living Wage rate, offerors, contractors and subcontractors in Tier 2 should be aware of the current Maryland minimum wage rates and planned increases to that rate in the future.

D. The Local Jurisdiction shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

E. The Local Jurisdiction shall make any subcontractor on this Agreement aware of the Living Wage law requirements.

15. **Compliance with ADA.** The Local Jurisdiction shall comply with the Americans with Disabilities Act ("ADA"), 42 USC §§ 12101 et seq. and applicable regulations. To the extent required by the ADA, the Local Jurisdiction's facilities, services, and programs shall be

accessible to persons with disabilities. The Local Jurisdiction shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA.

16. **Federal Lobbying Prohibition.** In accordance with 31 U.S.C. § 1352, DHCD and the Local Jurisdiction, and any subcontractors are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular Agreement, grant, cooperative agreement, or loan. Any recipient of federal funds that received over \$100,000 in federal monies must also file a “Disclosure of Lobby Activities” form (Federal Form SF LLL). The Local Jurisdiction hereby specifically agrees to abide by all applicable requirements of 31 U.S.C. § 1352.

17. **Political Contributions.**

A. The Local Jurisdiction shall not use any funds received under this Agreement to make contributions:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

B. If, in any fiscal year ending during the term of this Agreement, the Local Jurisdiction derives more than fifty percent (50%) of its operating funds from State funding, it shall not contribute any money or thing of value:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

C. This section is intended to ensure that administrative fees earned under this Agreement shall only be used as required by HUD for activities related to the provision of Section 8 tenant-based rental assistance, including related development activities. Examples of related development activities include, but are not limited to, unit modification for accessibility purposes and development of project-based voucher units. For purposes of this section, contributions do not include legitimate salaries paid by the Local Jurisdiction.

18. **Drug and Alcohol Free Workplace.** The Local Jurisdiction and DHCD 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 shall remain in compliance throughout the term of this Agreement.

19. **Subcontracting or Assignment.** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Agreement nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of DHCD, who reserves the right to withhold such consent for any reason DHCD or the State deems appropriate. Such written consent shall not be required for the purchase by the Local Jurisdiction of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of

the work required under this Agreement. No provision of this section and no such approval by DHCD of any subcontract shall in any event give rise to any obligations by DHCD in addition to the total contract price, and DHCD shall not be responsible for fulfillment of the Local Jurisdiction's obligation to subcontractors.

20. **Dissemination of Information.** During the term of this Agreement the Local Jurisdiction shall:

A. Not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written consent of DHCD. To ensure compliance with HUD requirements, if the Local Jurisdiction receives a request for information, data or records pursuant to the Maryland Public Information Act or any applicable federal equivalent related to the services or performance of the services under this Agreement, the Local Jurisdiction shall promptly give written notice of the request to DHCD and shall consult with DHCD in responding to the request.

B. Indemnify and hold harmless DHCD and the State, their respective officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Agreement by the Local Jurisdiction, its agents or employees.

21. **Retention of Records.** The Local Jurisdiction shall retain and maintain all records and documents relating to the services provided under this Agreement for a minimum period of three (3) years after final payment under this Agreement by DHCD and shall make such records and documents available at all reasonable times for inspection and audit by DHCD, the State, HUD, and their respective agents and employees.

22. **Financial Disclosure.** The Local Jurisdiction shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. **Compliance with Laws.** The Local Jurisdiction hereby represents and warrants:

A. That it is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

C. That it shall comply with all federal, State and local laws, ordinances and rules and regulations applicable to its activities and obligations under this Agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

24. **Termination of Multi-Year Agreement.** If funds are not appropriated or if funds are not otherwise made available for continued performance of this Agreement for any fiscal period, this Agreement shall be automatically cancelled at the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not affect either DHCD's rights or the Local Jurisdiction's rights under any other termination clause in this Agreement. The effect of termination of this Agreement pursuant to this paragraph will be to discharge both the Local Jurisdiction and DHCD from future performance of this Agreement, but not from their obligations existing at the time of termination. The Local Jurisdiction shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Should funds be unavailable for any fiscal period of this contract succeeding the first fiscal period, DHCD shall promptly notify the Local Jurisdiction when DHCD has knowledge that the funds are not available for such succeeding fiscal period.

No payment shall be made hereunder by DHCD except out of funds received from HUD and this Agreement shall remain in full force and effect so long as DHCD continues to receive Program funds to discharge DHCD's obligations under this Agreement as they may become due.

25. **Termination of Agreement for Default.** If the Local Jurisdiction does not fulfill its obligations under this Contract or violates any provision of this Agreement, DHCD may terminate this Agreement by giving the Local Jurisdiction written notice of termination. Termination under this paragraph does not relieve the Local Jurisdiction from liability for any damages caused to DHCD. All finished or unfinished work products provided by the Local Jurisdiction shall, at DHCD's option, become DHCD's property. DHCD shall pay the Local Jurisdiction fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Local Jurisdiction's breach.

26. **Termination of Agreement for Convenience.** DHCD may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Local Jurisdiction specifying the extent and the effective date of the termination. DHCD shall pay all reasonable costs associated with this Agreement that the Local Jurisdiction has incurred up to the date of termination and all reasonable costs associated with termination of this Agreement. DHCD will pay all reasonable costs associated with this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

27. **Delays and Extensions of Time.**

A. The Local Jurisdiction agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Local Jurisdiction, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Local Jurisdiction or the subcontractors or suppliers.

28. **Suspension of Work.**

DHCD unilaterally may order the Local Jurisdiction in writing to suspend, delay, or interrupt all or any part of the work for such period of time as DHCD may determine to be appropriate for the convenience of DHCD or the State.

29. **Remedies.** In addition to, or in combination with, any other rights or remedies which DHCD may have under this Agreement, DHCD may exercise the remedies hereinafter specified.

A. **Correction of Errors, Defects and Omissions.** The Local Jurisdiction agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Agreement, without undue delays and without cost to DHCD. The acceptance of the work set forth herein by DHCD shall not relieve the Local Jurisdiction of the responsibility of subsequent correction of such errors.

B. **Set-Off.** DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction any back-charges, penalties, or damages sustained by the DHCD, its agents, employees or recipients of its services, by virtue of any breach of the Local Jurisdiction to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Local Jurisdiction of liability for additional cost resulting from a failure to satisfactorily perform the services.

30. **Waiver.**

No waiver of a right or remedy of a party shall constitute a waiver of another right or remedy of that party.

31. **Responsibility of the Local Jurisdiction.**

A. The Local Jurisdiction shall perform the services with that standard of care, skill, and diligence normally provided by a local housing authority in the performance of services similar to the services hereunder.

B. Notwithstanding any review, approval, acceptance or payment for the service by DHCD, the Local Jurisdiction shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other material furnished by the Local Jurisdiction under this Agreement.

C. If the Local Jurisdiction fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, and such failure is made known to the Local Jurisdiction within two (2) years after expiration of this Agreement, it shall if required by DHCD, perform at its own expense and without additional cost to DHCD, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Local Jurisdiction's failure, as provided under Section 29 of this Agreement.

D. The Local Jurisdiction shall obtain the services of an independent, Certified Public Accountant to perform an organization-wide Single Audit of the Local Jurisdiction in accordance with the Single Audit Act of 1984 and amendments thereto, and OMB Circulars A-128 or A-133 as appropriate ("Audit"). The Audit shall cover the entire operations of the Local Jurisdiction and shall comply with Generally Accepted Government Auditing Standards for Financial and Compliance Audits as contained in the Standards for Audit of Government Organizations, Programs, Activities, and Functions (1988 Revision), issued by the U.S. General Accounting Office. The Audit is due to DHCD within nine (9) months after the end of the Local Jurisdiction's fiscal year.

32. **Ownership of Documents and Materials.** The Local Jurisdiction agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Local Jurisdiction under the terms of this Agreement shall be at any time during the performance of the services made available to DHCD upon request by DHCD and shall become and remain the exclusive property of DHCD upon termination or completion of the services. DHCD shall have the right to use the same without restriction or limitation and without compensation to the Local Jurisdiction other than that provided in this Agreement. DHCD shall be the owner for the purposes of copyright, patent or trademark registration.

If the Local Jurisdiction obtains or uses for purposes of this Agreement, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to DHCD of ownership for purposes of copyright, patent or trademark and of all rights to possess and to use such design, device, material or process, and a copy of a legally sufficient agreement with the patentee or owner.

The Local Jurisdiction shall indemnify and save harmless DHCD and the State from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless DHCD and the State, their respective officers, agents, and employees with respect to

any claim, action, costs or infringement, or for royalties or user fees arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Agreement.

33. **Severability.**

If a court of competent jurisdiction renders any provision or portion of a provision of this Agreement invalid or otherwise unenforceable, that provision or portion of a provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of a provision were not part of this Agreement.

34. **Headings and Section References; Construction.**

The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

35. **Administrative Officers; Notices.**

A. DHCD designates Catherine Waterman as Project Monitor. Contact information for the Project Monitor is as follows:

Address: 7800 Harkins Road
Lanham, Maryland 20706
Telephone: (301) 429-7776
Facsimile: (410) 558-6579

B. The Local Jurisdiction designates Wendolyn M. McKenzie as Administrative Officer. Contact information for the Administrative Officer is as follows:

Address: 125 Virginia Avenue
Cumberland, Maryland 21502
Telephone: (301) 783-1720
Facsimile: (301) 783-1892

C. Service of any notice under this Agreement shall be complete upon mailing such notice, postage prepaid to the Project Monitor, if such notice is to DHCD, or to the Administrative Officer, if such notice is to the Local Jurisdiction.

36. **Review of Insurance Documentation.** The insurance documentation of the Local Jurisdiction required under this Agreement has been reviewed and approved for acceptability this ____ day of _____, 2023.

DHCD Project Monitor

37. **Legally Binding Agreement.** This Contract shall become legally binding on the parties hereto upon execution by DHCD, subject to any required approvals by DHCD, the State or HUD, provided it has first been executed by the Local Jurisdiction.

WITNESS the signatures of the parties hereto and the dates thereof:

Attest:

**Board of County Commissioners of
Allegany County, Maryland**

Witness

County Administrator
Jason M. Bennett

By: _____ (SEAL)

David J. Caporale
President of Board of County Commissioners
of Allegany County, Maryland

Date: June 22, 2023

Approved as to form and legal sufficiency
this 22nd day of June, 2023.

County Attorney
T. Lee Beeman

Attest:

**Maryland Department of Housing and
Community Development**

Witness

By: _____ (SEAL)

Gregory V. Hare
Assistant Secretary

Date: _____

Approved as to form and legal sufficiency
this ____ day of _____, 2023.

Assistant Attorney General

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF
FEDERALLY FUNDED SECTION 8 MODERATE REHABILITATION
PROGRAM
ALLEGANY COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made this _____ day of _____, 2023 by and between the **Department of Housing and Community Development**, 7800 Harkins Road, Lanham, Maryland 20706 (“DHCD”), a principal department of the State of Maryland (the “State”) and the **Board of County Commissioners for Allegany County, Maryland**, 701 Kelly Road, Floor 4, Cumberland, Maryland 21502, (the “Local Jurisdiction”), a political subdivision of the State.

WHEREAS, DHCD has entered into a Consolidated Annual Contributions Contract, as amended and revised from time to time (the “ACC”) with the U.S. Department of Housing and Urban Development (“HUD”) to receive federal housing subsidy funds under the Section 8 Moderate Rehabilitation Program (the “Program”) and has authority to serve as a Public Housing Agency (“PHA”) in utilizing these funds throughout the State; and

WHEREAS, DHCD desires to use a portion of these funds to administer the Program in the Local Jurisdiction; and

WHEREAS, DHCD is willing to allocate a portion of its Annual Budget Authority to the Local Jurisdiction to administer the Program in the Local Jurisdiction; and

WHEREAS, HUD determines annually the amount of funding that DHCD receives and, by extension, the amount provided to the Local Jurisdiction;

NOW WHEREFORE, DHCD and the Local Jurisdiction in consideration of their respective obligations hereinafter set forth enter into the following Agreement:

1. **Term of Agreement.** This Agreement shall begin on July 1, 2023 and shall continue until agreed upon services are completed, but in any case shall terminate no later than on June 30, 2026.

2. **Scope of Services.**

A. DHCD is assigning funding for **8** Moderate Rehabilitation Program units to the Local Jurisdiction. DHCD shall have the unilateral right to change in writing the number of units funded at any time.

B. With the concurrence, or at the direction of DHCD, the Local Jurisdiction shall provide DHCD with all services and equipment necessary to administer the Program in the Local Jurisdiction.

C. The Local Jurisdiction shall do, perform and carry out in a manner satisfactory to DHCD all of the following:

1. Make known to applicants on the waiting list and to the public the availability and nature of housing assistance for lower-income families. Such public notices shall meet all applicable HUD requirements.
2. Invite owners to make vacant units which are under contract available for program participation.
3. Receive and review applications and establish and maintain a waiting list for applicants.
4. Determine applicant family eligibility for the Program, in accordance with schedules and criteria established by HUD, and select families for assistance in accordance with the approved equal opportunity housing plan. Notify families determined to be ineligible.
5. Issue Statements of Family Participation, provide packets and brief families concerning their responsibilities and the responsibilities of the property owner. Provide information to families on applicable housing quality standards and inspection procedures, provide explanation that the housing subsidy is attached to a specific unit
6. Determine whether or not units meet applicable legal standards. Inspect the unit in accordance with HUD's Housing Quality Standards. Advise owners of defects and/or deficiencies to be corrected prior to approval.
7. Determine Total Tenant Payment Amounts.
8. Determine amounts of Housing Assistance Payments on behalf of families. Determine tenant rent portions. Determine utility reimbursement payments.
9. Execute Housing Assistance Payments Contracts with owners.
10. Receive Program contributions from DHCD, properly account for such contributions, authorize and disburse payments to owners.
11. Re-examine family composition, household income, allowable deductions and exclusions, Total Tenant Payments and Housing Assistance Payments in accordance with HUD regulations.
12. Reset amount of rent payable by the family and reset the amount of housing assistance, using any utility allowances that may apply.
13. Inspect units prior to leasing and at least annually to determine if they meet Housing Quality Standards. Notify owners and families of findings.

14. Monitor evictions, in compliance with the requirements of applicable federal and state law and in accordance with HUD regulations.

15. Administer and enforce Moderate Rehabilitation Program Contracts with owners and take appropriate actions in cases of noncompliance or default, including entering into repayment agreements, after consultation with DHCD.

16. Comply with all HUD Equal Opportunity Requirements.

17. Prepare and provide to DHCD all budgets, financial plans, financial reports, vouchers, requests for payments and other financial management documents required by HUD and DHCD in administration of the Program. Prepare and provide to DHCD other reports required by HUD.

18. Provide information for the Annual Plan.

19. Establish and maintain an automated system to enter Program data into HUD's PIH Information Center ("PIC") system. Enter Program information into the system using the schedule mandated by HUD.

20. Accept sanctions when HUD reduces fees due to failure to enter information into HUD's PIC system on schedule.

21. Maintain all records required for the administration of the Program. Assure that actual Program operating costs do not exceed HUD and DHCD approved budget allowances.

22. Maintain an active working relationship with DHCD.

23. Notify DHCD promptly of all problems regarding the Program generally and, where appropriate, of problems regarding particular owners and families.

24. Prepare and provide to DHCD any reports required to allow DHCD to exercise its responsibilities under the Program.

25. Prepare or submit data for utility allowance schedules, rental analysis renewal worksheets, housing surveys, fair housing affirmative action plans, etc., as required by HUD regulations.

D. DHCD shall provide the Local Jurisdiction with the following services and materials in connection with the Program:

1. An approved Program application to HUD, including an Administrative Plan, a Fair Housing Affirmative Action Plan and a Schedule of Utility Allowances.

2. Sufficient quantities of printed materials, including information brochures, materials for participants and landlords, forms for reporting to DHCD, and other items.

3. Program administrative and management materials, including record keeping and reporting forms.

4. Provide review and reconciliation of financial statements and submissions.

5. Provide monitoring of the Program.

E. DHCD shall have the unilateral right to order in writing changes in the work within the scope of this Contact.

3. **System of Administration and Administrative Forms.**

The Local Jurisdiction shall perform its obligation hereunder in accordance with the system for administration developed by DHCD, and HUD. The Local Jurisdiction agrees to utilize administrative forms prescribed by DHCD unless specific permission to modify or not utilize a particular form is granted, in writing, by DHCD.

4. **Compensation and Method of Payment.**

For each unit under a Moderate Rehabilitation Contract for which DHCD is serving as the Public Housing Agency (PHA), the Local Jurisdiction will be compensated monthly in the amount of seventy-two and one half percent (72.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. The Department may establish a rate schedule that will consider proportionately all areas in which participants are located. For Allegany County, the fee rate will be calculated using the Washington County rate schedule. DHCD reserves the right to change the rate schedule associated with the local jurisdiction. This compensation shall be received for each unit under HAP Contract as of the first of the month and shall terminate upon termination of assistance for each unit assisted under a Moderate Rehabilitation Contract.

The administrative fee is an amount established and published by HUD. Future adjustments in the administrative fee earning shall be effective on the first day of the month subsequent to the date of HUD's publication of revised administrative fees.

The Local Jurisdiction shall keep and maintain, in the form and manner prescribed by DHCD, and furnish to DHCD, upon request, all records of occupancy, leases and Moderate Rehabilitation Contracts. In the event of any change in HUD's rate of compensation under the Program to be administered by the Local Jurisdiction under this Agreement, DHCD may renegotiate the amount of compensation under this section or terminate this Agreement as provided for in the Termination of Agreement for Convenience provision of this Agreement.

5. **Federal Tax Identification Number.** The Local Jurisdiction's federal tax identification number is 52-6000870.

6. **Funding, Disbursement and Accounting.**

The Local Jurisdiction agrees to place all funds received pursuant to this Agreement in separate bank accounts or within special accounts in the appropriate municipal or city/county financial system. DHCD will remit to this account monthly an amount (1) representing an advance of sum of the anticipated housing assistance payments, and (2) administrative fees due and owing for the prior month as described in this Agreement. The Local Jurisdiction shall make monthly payments to the cooperating lessors and shall account for all disbursements by submitting such documents to DHCD as may be required.

7. **Incorporation of ACC.** Each and every obligation, responsibility and covenant assumed by DHCD in the ACC with HUD is expressly incorporated herein and made a part hereof and shall be performed by the Local Jurisdiction in accordance with the terms and provisions set forth therein and within the scope of this Agreement. The ACC is kept by DHCD and the Local Jurisdiction may review the ACC at such time and place as agreed upon between the parties hereto.

8. **Insurance.** The Local Jurisdiction shall provide and maintain at its' expense during the term of this Agreement, the following insurance coverage with companies satisfactory to DHCD:

A. Comprehensive automobile liability written on automobiles owned, not owned and/or leased in an amount for combined single limit public liability coverage of not less than \$300,000 or the minimum required by law, whichever is greater;

B. Comprehensive general liability, in an amount not less than \$100,000 or the minimum required by law, whichever is greater, which includes contractual, completed operations, and personal injury coverage with the fellow employee coverage deleted;

C. Workmen's Compensation insurance broad form, with employer's liability of \$100,000 or the minimum required by law, whichever is greater, for all persons engaged in work for the Contract;

D. In form acceptable to DHCD, the Local Jurisdiction shall supply for the term of this Agreement, a fidelity bond with a single incident coverage of not less than **\$1,000** or other assurance for the faithful performance of duties for any and all employees or agents of the Local Jurisdiction who handle or disburse monies pursuant to this Agreement;

Evidence of the above insurance requirements will be required at initial Agreement execution. The policies will be received and approved for acceptability by DHCD. The Local Jurisdiction further asserts that coverage will be maintained as specified as long as this Agreement is in effect and will notify DHCD of any changes in coverage or carriers.

If the Local Jurisdiction fails for any reason to provide and maintain any of the insurance policies required herein, DHCD in its sole discretion may obtain any such insurance at the expense of the Local Jurisdiction and may deduct any costs, including premiums, related thereto from any payments due to the Local Jurisdiction under this Agreement.

9. **Responsibility for Claims and Liability; Indemnification.**

A. The Local Jurisdiction shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Agreement.

B. The Local Jurisdiction hereby indemnifies and holds harmless DHCD and the State, their respective officers, agents and employees from and against all claims, suits, damages, losses, liabilities, and expenses, of every name and description, including attorneys' fees, arising out of or resulting in any manner from the Local Jurisdiction's performance, or any of its agents or employees, of this Agreement, except for claims, suits, judgments, expenses, actions, damages and costs arising from acts that are solely attributable to DHCD, its officers, agents or employees.

C. The Local Jurisdiction shall immediately notify DHCD of any claim or suit made or filed against the Local Jurisdiction or its subcontractors regarding any matter resulting from or relating to the Local Jurisdiction's obligations under this Agreement, and will cooperate, assist, and consult with DHCD in the defense or investigation of any claim, suit, or action made or filed against DHCD or the State as a result of or relating to the Local Jurisdiction's performance under this Agreement.

D. DHCD and 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.

10. **Final Agreement.** This Agreement, including all exhibits and other documents incorporated by reference, constitutes the entire agreement of the parties hereto and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this agreement are superseded by this Agreement.

11. **Amendment and Modification.**

All amendments to this Agreement must first be approved in writing by DHCD, subject to any additional approvals required by State law. No amendment or modification to this Agreement shall be binding unless in writing and signed by the parties hereto.

12. **Governing Law.** This Agreement shall be governed by the law of the State of Maryland.

13. **Commercial Nondiscrimination.**

A. As a condition of entering into this Agreement, the Local Jurisdiction represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Local Jurisdiction may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, , sexual identity, genetic information or an individual's refusal to submit to a genetic test or make

available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Local Jurisdiction retaliate against any person for reporting instances of such discrimination. The Local Jurisdiction shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Local Jurisdiction understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Local Jurisdiction shall include this clause in all sub-contracts.

B. As a condition of entering into this Agreement, upon the request of the Maryland Commission on Civil Rights, and only after the filing of a complaint against the Local Jurisdiction under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Local Jurisdiction agrees to provide to the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Local Jurisdiction has used in the past four (4) years on any of its contracts that were undertaken within the State, including the total dollar amount paid by the Local Jurisdiction on each subcontract or supply contract. The Local Jurisdiction further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that are requested by the State. The Local Jurisdiction understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions covered by this Agreement.

14. **Living Wage.**

A. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

B. This Agreement has been deemed to be a Tier 2 Contract.

C. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$15.13 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, Contractors and Subcontractors shall pay each covered employee at least \$11.36 per hour. Please note, due to increases in the Maryland minimum wage rate that exceed the Living Wage rate, offerors, contractors and subcontractors in Tier 2 should be aware of the current Maryland minimum wage rates and planned increases to that rate in the future.

D. The Local Jurisdiction shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

E. The Local Jurisdiction shall make any subcontractor on this Agreement aware of the Living Wage law requirements.

15. **Compliance with ADA.** The Local Jurisdiction shall comply with the Americans with Disabilities Act (“ADA”), 42 USC §§ 12101 *et seq.* and applicable regulations. To the extent required by the ADA, the Local Jurisdiction's facilities, services, and programs shall be accessible to persons with disabilities. The Local Jurisdiction shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA.

16. **Federal Lobbying Prohibition.** In accordance with 31 U.S.C. § 1352, DHCD and the Local Jurisdiction, and any subcontractors are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular Agreement, grant, cooperative agreement, or loan. Any recipient of federal funds that received over \$100,000 in federal monies must also file a “Disclosure of Lobby Activities” form (Federal Form SF LLL). The Local Jurisdiction hereby specifically agrees to abide by all applicable requirements of 31 U.S.C. § 1352.

17. **Political Contributions.**

A. The Local Jurisdiction shall not use any funds received under this Agreement to make contributions:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

B. If, in any fiscal year ending during the term of this Agreement, the Local Jurisdiction derives more than fifty percent (50%) of its operating funds from State funding, it shall not contribute any money or thing of value:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

C. This section is intended to ensure that administrative fees earned under this Agreement shall only be used as required by HUD for activities related to the provision of Section 8 Moderate Rehabilitation Program rental assistance including related development activities. Examples of related development activities include, but are not limited to, unit modification for accessibility purposes and development of project-based voucher units. For

purposes of this section, contributions do not include legitimate salaries paid by the Local Jurisdiction.

18. **Drug and Alcohol Free Workplace.** The Local Jurisdiction and DHCD 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 shall remain in compliance throughout the term of this Agreement.

19. **Subcontracting or Assignment.** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Agreement nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of DHCD, who reserves the right to withhold such consent for any reason DHCD or the State deems appropriate. Such written consent shall not be required for the purchase by the Local Jurisdiction of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement. No provision of this section and no such approval by DHCD of any subcontract shall in any event give rise to any obligations by DHCD in addition to the total contract price, and DHCD shall not be responsible for fulfillment of the Local Jurisdiction's obligation to subcontractors.

20. **Dissemination of Information.** During the term of this Agreement the Local Jurisdiction shall:

A. Not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written consent of DHCD. To ensure compliance with HUD requirements, if the Local Jurisdiction receives a request for information, data or records pursuant to the Maryland Public Information Act or any applicable federal equivalent related to the services or performance of the services under this Agreement, the Local Jurisdiction shall promptly give written notice of the request to DHCD and shall consult with DHCD in responding to the request.

B. Indemnify and hold harmless DHCD and the State, their respective officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, or any information, data, documents, or materials pertaining in any way to this Agreement by the Local Jurisdiction, its agents or employees.

21. **Retention of Records.** The Local Jurisdiction shall retain and maintain all records and documents relating to the services provided under this Agreement for a minimum period of three (3) years after final payment under this Agreement by DHCD and shall make such records and documents available at all reasonable times for inspection and audit by DHCD, the State, HUD, and their respective agents and employees.

22. **Financial Disclosure.** The Local Jurisdiction shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other

agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. **Compliance with Laws.** The Local Jurisdiction hereby represents and warrants:

A. That it is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

C. That it shall comply with all federal, State and local laws, ordinances and rules and regulations applicable to its activities and obligations under this Agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

24. **Termination of Multi-Year Agreement.** If funds are not appropriated or if funds are not otherwise made available for continued performance of this Agreement for any fiscal period, this Agreement shall be automatically cancelled at the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not affect either DHCD's rights or the Local Jurisdiction's rights under any other termination clause in this Agreement. The effect of termination of this Agreement pursuant to this paragraph will be to discharge both the Local Jurisdiction and DHCD from future performance of this Agreement, but not from their obligations existing at the time of termination. The Local Jurisdiction shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Should funds be unavailable for any fiscal period of this contract succeeding the first fiscal period, DHCD shall promptly notify the Local Jurisdiction when DHCD has knowledge that the funds are not available for such succeeding fiscal period.

No payment shall be made hereunder by DHCD except out of funds received from HUD and this Agreement shall remain in full force and effect so long as DHCD continues to receive Program funds to discharge DHCD's obligations under this Agreement as they may become due.

25. **Termination of Agreement for Default.** If the Local Jurisdiction does not fulfill its obligations under this Contract or violates any provision of this Agreement, DHCD may terminate this Agreement by giving the Local Jurisdiction written notice of termination. Termination under this paragraph does not relieve the Local Jurisdiction from liability for any damages caused to

DHCD. All finished or unfinished work products provided by the Local Jurisdiction shall, at DHCD's option, become DHCD's property. DHCD shall pay the Local Jurisdiction fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Local Jurisdiction's breach.

26. **Termination of Agreement for Convenience.** DHCD may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Local Jurisdiction specifying the extent and the effective date of the termination. DHCD shall pay all reasonable costs associated with this Agreement that the Local Jurisdiction has incurred up to the date of termination and all reasonable costs associated with termination of this Agreement. DHCD will pay all reasonable costs associated with this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

27. **Delays and Extensions of Time.**

A. The Local Jurisdiction agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Local Jurisdiction, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Local Jurisdiction or the subcontractors or suppliers.

28. **Suspension of Work.**

DHCD unilaterally may order the Local Jurisdiction in writing to suspend, delay, or interrupt all or any part of the work for such period of time as DHCD may determine to be appropriate for the convenience of DHCD or the State.

29. **Remedies.** In addition to, or in combination with, any other rights or remedies which DHCD may have under this Agreement, DHCD may exercise the remedies hereinafter specified.

A. **Correction of Errors, Defects and Omissions.** The Local Jurisdiction agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Agreement, without undue delays and without cost to DHCD. The acceptance of the work set forth herein by DHCD shall not relieve the Local Jurisdiction of the responsibility of subsequent correction of such errors.

B. **Set-Off.** DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction any back-charges, penalties, or damages sustained by the DHCD, its agents, employees or recipients of its services, by virtue of any breach of the Local Jurisdiction to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Local Jurisdiction of liability for additional cost resulting from a failure to satisfactorily perform the services.

30. **Waiver.**

No waiver of a right or remedy of a party shall constitute a waiver of another right or remedy of that party.

31. **Responsibility of the Local Jurisdiction.**

A. The Local Jurisdiction shall perform the services with that standard of care, skill, and diligence normally provided by a local housing authority in the performance of services similar to the services hereunder.

B. Notwithstanding any review, approval, acceptance or payment for the service by DHCD, the Local Jurisdiction shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other material furnished by the Local Jurisdiction under this Agreement.

C. If the Local Jurisdiction fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, and such failure is made known to the Local Jurisdiction within two (2) years after expiration of this Agreement, it shall if required by DHCD, perform at its own expense and without additional cost to DHCD, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Local Jurisdiction's failure, as provided under Section 29 of this Agreement.

D. The Local Jurisdiction shall obtain the services of an independent, Certified Public Accountant to perform an organization-wide Single Audit of the Local Jurisdiction in accordance with the Single Audit Act of 1984 and amendments thereto, and OMB Circulars A-128 or A-133 as appropriate ("Audit"). The Audit shall cover the entire operations of the Local Jurisdiction and shall comply with Generally Accepted Government Auditing Standards for Financial and Compliance Audits as contained in the Standards for Audit of Government Organizations, Programs, Activities, and Functions (1988 Revision), issued by the U.S. General Accounting Office. The Audit is due to DHCD within nine (9) months after the end of the Local Jurisdiction's fiscal year.

32. **Ownership of Documents and Materials.** The Local Jurisdiction agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Local Jurisdiction under the terms of this Agreement shall be at any time during the performance of the services made available to DHCD upon request by DHCD and shall become and remain the exclusive property of DHCD upon termination or completion of the services. DHCD shall have the right to use the same without restriction or limitation and without

compensation to the Local Jurisdiction other than that provided in this Agreement. DHCD shall be the owner for the purposes of copyright, patent or trademark registration.

If the Local Jurisdiction obtains or uses for purposes of this Agreement, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to DHCD of ownership for purposes of copyright, patent or trademark and of all rights to possess and to use such design, device, material or process, and a copy of a legally sufficient agreement with the patentee or owner.

The Local Jurisdiction shall indemnify and save harmless DHCD and the State from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless DHCD and the State, their respective officers, agents, and employees with respect to any claim, action, costs or infringement, or for royalties or user fees arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Agreement.

33. **Severability.**

If a court of competent jurisdiction renders any provision or portion of a provision of this Agreement invalid or otherwise unenforceable, that provision or portion of a provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of a provision were not part of this Agreement.

34. **Headings and Section References; Construction.**

The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

35. **Administrative Officers; Notices.**

A. DHCD designates Catherine Waterman as Project Monitor. Contact information for the Project Monitor is as follows:

Address: 7800 Harkins Road
Lanham, Maryland 20706
Telephone: (301) 429-7776
Facsimile: (410) 558-6579

B. The Local Jurisdiction designates Wendolyn M. McKenzie as Administrative Officer. Contact information for the Administrative Officer is as follows:

Address: 125 Virginia Avenue
Cumberland, Maryland 21502
Telephone: (301) 783-1720
Facsimile: (301) 783-1892

C. Service of any notice under this Agreement shall be complete upon mailing such notice, postage prepaid to the Project Monitor, if such notice is to DHCD, or to the Administrative Officer, if such notice is to the Local Jurisdiction.

36. **Review of Insurance Documentation.** The insurance documentation of the Local Jurisdiction required under this Agreement has been reviewed and approved for acceptability this _____ day of _____, 2023.

DHCD Project Monitor

37. **Legally Binding Agreement.** This Contract shall become legally binding on the parties hereto upon execution by DHCD, subject to any required approvals by DHCD, the State or HUD, provided it has first been executed by the Local Jurisdiction.

WITNESS the signatures of the parties hereto and the dates thereof:

Attest:

**Board of County Commissioners of
Allegany County, Maryland**

Witness

County Administrator
Jason M. Bennett

By: _____ (SEAL)

David J. Caporale
President of Board of County Commissioners
of Allegany County, Maryland

Date: June 22, 2023

Approved as to form and legal sufficiency
this 22nd day of June, 2023.

County Attorney
T. Lee Beeman

Attest:

**Maryland Department of Housing and
Community Development**

Witness

By: _____ (SEAL)

Gregory V. Hare
Assistant Secretary

Date: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2023.

Assistant Attorney General

**ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF FEDERALLY FUNDED SECTION 8
HOUSING CHOICE VOUCHER PROGRAM IN ALLEGANY COUNTY**

THIS ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING FOR ADMINISTRATION OF FEDERALLY FUNDED SECTION 8 HOUSING CHOICE VOUCHER PROGRAM IN ALLEGANY COUNTY ("Assignment") is made this 22nd day of June, 2023, by and between the Board of County Commissioners of Allegany County, Maryland ("the County") and Allegany County Human Resources Development Commission, Inc. ("HRDC").

RECITALS:

WHEREAS, the Department of Housing and Community Development (the "Department") entered into a Consolidated Annual Contributions Contract, as amended and revised from time to time (the "ACC") with the U. S. Department of Housing and Urban Development ("HUD") to receive federal housing subsidy funds under the Section 8 Housing Choice Voucher Program (the "Program") and has authority to serve as a Public Housing Agency in utilizing these funds throughout the State of Maryland;

WHEREAS, in furtherance of the Department's desire to use a portion of the aforesaid funds to administer the Program in Allegany County (excluding the City of Cumberland), its willingness to allocate a portion of its annual budget authority to the County to administer the Program in Allegany County (excluding the City of Cumberland), and its desire to assign a baseline number of vouchers (predicated upon the funding provided to it by HUD) to the County to serve low income families residing within its municipal boundaries, the County and the Department entered into a Memorandum of Understanding for Administration of Federally Funded Section 8 Housing Choice Voucher Program in Allegany County (excluding the City of Cumberland) (the "MOU") on or about July 1, 2023;

WHEREAS, Section 19 of the MOU provides that it may be assigned upon the consent of the Department; and

WHEREAS, the County desires to assign the MOU to HRDC, subject to the hereinafter set forth terms and conditions.

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby expressly acknowledged by each of the parties hereto, intending to be legally bound hereby, the parties, each with full legal capacity and authority, do hereby agree as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Assignment as though they were set forth again in full here.

2. Assignment. Effective July 1, 2023, the County hereby assigns the MOU to HRDC. In that regard, all of the rights, responsibilities, obligations and liabilities of the County, as set forth in the MOU, the terms of which are incorporated by reference herein, are hereby assumed by HRDC. Further, all terms and provisions of the MOU which were applicable to the County, shall apply to HRDC.

3. **HRDC's Responsibilities to County.** Notwithstanding the foregoing, HRDC shall have the following responsibilities to the County with respect to the Program;

3.1 Program Records. HRDC agrees that all records relative to the Program, whether transferred by the County to HRDC or generated during the course of HRDC's business shall be made available to the County for inspection and copying immediately upon the County's request therefore.

3.2 Indemnification. Effective July 1, 2023, HRDC shall indemnify and hold the County harmless with respect to any and all claims, demands, judgments, damages, expenses, actions and causes of action in any way related to or arising out of HRDC's administration and management of the Program and/or failures to comply with the terms of the MOU, said indemnification obligation to include, but not be limited to, any attorneys' fees and costs incurred by the County in relation to such claims, demands, etc.

4. **Conflicts of Interest.**

4.1 Reporting. Prior to the date of this Assignment, HRDC has provided the Department with a report, listing the names of all of the employees in its **Section 8 Department Housing Choice Voucher Program** who own units that are occupied by tenants assisted through the Housing Choice Voucher Program and, as to each such employee, providing the addresses of all such units. HRDC shall have a continuing obligation to supplement the information contained in the said report if and when changes occur that require such supplementation. HRDC shall forward the supplements to the report to the Department as soon as is reasonably practicable.

4.2 Conflicts of Interest. The following provisions shall govern with respect to conflicts of interest.

4.2.1 CFR 982.161. The Code of Federal Regulations 982.161 Conflicts of Interest states that:

(a) Neither the PHA nor any of its subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

(1) Any present or former member or officer of the PHA (except a participant commissioner);

(2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or

(4) Any member of the Congress of the United States.

(b) Any member of the classes described in paragraph (a) of this section must disclose their interest or prospective interest to the PHA and HUD.

(c) The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

The parties hereto understand and acknowledge that the foregoing CFR provisions apply with respect to HRDC's performance of its obligations hereunder.

4.2.2 Prohibited Functions. The following functions cannot be performed by the above-mentioned employees/owners of the properties whose names are reported under the terms of section 4.1 above, by their supervisors or by employees that the owners of the properties supervise: (a) admission and occupancy functions; (b) rent reasonableness functions; (c) housing assistance payments processing functions; and (d) inspection functions. HRDC must contract with another agency for the delivery of on-going information and service functions in the event such conflicts exist. If an outside agency is contracted, HRDC must provide sufficient monitoring since it is ultimately responsible under the Assignment for program compliance. Any expenditure(s) encountered must be paid out of administrative fees.

5. Transitional Provisions. It is understood that this Assignment effects the transfer of the administration of the Program components assigned to the County under the MOU from the County to HRDC. The following provisions relate to the orderly transition of the administration of the said Program components from the County to HRDC.

5.1 Program Location. On or about November 16, 2009, the County and HRDC relocated the County's Program components, including all records to HRDC, at 125 Virginia Avenue, Cumberland.

5.2 Cooperation. The County and HRDC agree to continue working together to ensure the continued administration of the Section 8 Housing Choice Voucher Program.

6. Termination of Assignment. Either party may terminate the arrangement described in this Assignment upon the provision of no less than six (6) months advance written notice to the other party. This Assignment may also be terminated without notice in the event the parties hereto agree in writing that its implementation is no longer feasible and that it should be terminated for that reason. In either event, the termination of this Assignment shall be subject to and conditioned upon prior approval of the Department.

In the event HRDC ceases doing business, applies for, or consents in writing to, the appointment of a receiver, trustee, or liquidator for all or substantially all of its assets, files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as they become due, makes an assignment for benefit of creditors, files a petition or an answer seeking a reorganization, composition, adjustment, arrangement with creditors, or takes advantage of any insolvency law, files an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, composition, adjustment, arrangement or insolvency proceeding, or is dissolved as a result of an adversary suit or proceeding, then this Assignment shall terminate.

In the event HRDC fails to comply with Program requirements, the Department shall have the right to provide written notice to HRDC and the County, detailing the deficiencies in compliance and notifying them that if the deficiencies are not corrected within no less than thirty (30) days from the date of the notice that this Assignment shall be terminated and the responsibility for the implementation of the Program shall revert to the County. In the event the deficiencies are not corrected to the reasonable

satisfaction of the Department within the aforesaid thirty (30) day period, the Department shall have the right to terminate this Assignment by providing written notice to HRDC and the County, with the termination being effective ten (10) days from the date of the second notice.

In the event of the termination of this Assignment, the parties hereto shall cooperate in terms of returning the Program components formerly implemented by the County to the County and all Program records provided by the County to HRDC under Section 3.1 of this Assignment shall be returned to the County. Additionally, HRDC shall turn over all of the Program records it accumulated during the course of its administration of the Program after the date of this Assignment to the County, said records being subject to HRDC's rights to inspect and copy the same upon reasonable notice to the County. Upon the termination of this Assignment, the County shall resume implementation of the Program.

7. Miscellaneous Provisions.

7.1. Invalidity. If any provision or part of any provision of this Assignment shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other sections or the remaining part of any effective section of this Assignment, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

7.2. Binding Effect. This Assignment shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

7.3. Captions. The captions of the various sections and paragraphs of this Assignment have been inserted only for the purposes of convenience. Such captions are not a part of this Assignment and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Assignment.

7.4. Construction of Assignment. This Assignment, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

7.5. Gender/Tense/Conjugation. The use of any gender, tense or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

7.6. Entire Agreement. This Assignment constitutes and contains the entire agreement and understanding among the parties and may not be modified except in a subsequent writing signed by all parties to this Assignment. Any such modifications shall be subject to the written approval of the Department.

7.7. Jury Trial Waiver. EACH OF THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS ASSIGNMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, EACH OF WHOM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day and year the document was executed as set forth below.

WITNESS/ATTEST:

**ALLEGANY COUNTY HUMAN RESOURCES
DEVELOPMENT COMMISSION, INC.**

Susan Malone,
Director, Housing and Community Resources

By: _____
Wendolyn M. McKenzie,
Executive Director

SEAL

**BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND**

Jason M. Bennett,
County Administrator

By: _____
David J. Caporale
President

SEAL

**ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF FEDERALLY FUNDED SECTION 8
MODERATE REHABILITATION PROGRAM IN ALLEGANY COUNTY**

THIS ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING FOR ADMINISTRATION OF FEDERALLY FUNDED SECTION 8 MODERATE REHABILITATION PROGRAM IN ALLEGANY COUNTY, MARYLAND ("Assignment") is made this 22nd day of June, 2023, by and between the Board of County Commissioners of Allegany County, Maryland ("the County") and Allegany County Human Resources Development Commission, Inc. ("HRDC").

RECITALS:

WHEREAS, the Department of Housing and Community Development (the "Department") entered into a Consolidated Annual Contributions Contract, as amended and revised from time to time (the "ACC") with the U. S. Department of Housing and Urban Development ("HUD") to receive federal housing subsidy funds under the Section 8 Housing Choice Voucher Program (the "Program") and has authority to serve as a Public Housing Agency in utilizing these funds throughout the State of Maryland;

WHEREAS, in furtherance of the Department's desire to use a portion of the aforesaid funds to administer the Program in Allegany County (excluding the City of Cumberland), its willingness to allocate a portion of its annual budget authority to the County to administer the Program in Allegany County (excluding the City of Cumberland), and its desire to assign a baseline number of vouchers (predicated upon the funding provided to it by HUD) to the County to serve low income families residing within its municipal boundaries, the County and the Department entered into a Memorandum of Understanding for Administration of Federally Funded Section 8 Moderate Rehabilitation Program in Allegany County (excluding the City of Cumberland) (the "MOU") on or about July 1, 2023;

WHEREAS, Section 19 of the MOU provides that it may be assigned upon the consent of the Department; and

WHEREAS, the County desires to assign the MOU to HRDC, subject to the hereinafter set forth terms and conditions.

WITNESSETH:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby expressly acknowledged by each of the parties hereto, intending to be legally bound hereby, the parties, each with full legal capacity and authority, do hereby agree as follows:

1. **Recitals.** The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Assignment as though they were set forth again in full here.

2. **Assignment.** Effective July 1, 2023, the County hereby assigns the MOU to HRDC. In that regard, all of the rights, responsibilities, obligations and liabilities of the County, as set forth in the MOU, the terms of which are incorporated by reference herein, are hereby assumed by HRDC. Further, all terms and provisions of the MOU which were applicable to the County, shall apply to HRDC.

3. **HRDC's Responsibilities to County.** Notwithstanding the foregoing, HRDC shall have the following responsibilities to the County with respect to the Program;

3.1 Program Records. HRDC agrees that all records relative to the Program, whether transferred by the County to HRDC or generated during the course of HRDC's business shall be made available to the County for inspection and copying immediately upon the County's request therefore.

3.2 Indemnification. Effective July 1, 2023, HRDC shall indemnify and hold the County harmless with respect to any and all claims, demands, judgments, damages, expenses, actions and causes of action in any way related to or arising out of HRDC's administration and management of the Program and/or failures to comply with the terms of the MOU, said indemnification obligation to include, but not be limited to, any attorneys' fees and costs incurred by the County in relation to such claims, demands, etc.

4. **Conflicts of Interest.**

4.1 Reporting. Prior to the date of this Assignment, HRDC has provided the Department with a report, listing the names of all of the employees in its ~~Section 8 Department~~ **Housing Choice Voucher Program** who own units that are occupied by tenants assisted through the Moderate Rehabilitation Program and, as to each such employee, providing the addresses of all such units. HRDC shall have a continuing obligation to supplement the information contained in the said report if and when changes occur that require such supplementation. HRDC shall forward the supplements to the report to the Department as soon as is reasonably practicable.

4.2 Conflicts of Interest. The following provisions shall govern with respect to conflicts of interest.

4.2.1 CFR 982.161. The Code of Federal Regulations 982.161 Conflicts of Interest states that:

(a) Neither the PHA nor any of its subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

(1) Any present or former member or officer of the PHA (except a participant commissioner);

(2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or

(4) Any member of the Congress of the United States.

(b) Any member of the classes described in paragraph (a) of this section must disclose their interest or prospective interest to the PHA and HUD.

(c) The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

The parties hereto understand and acknowledge that the foregoing CFR provisions apply with respect to HRDC's performance of its obligations hereunder.

4.2.2 Prohibited Functions. The following functions cannot be performed by the above-mentioned employees/owners of the properties whose names are reported under the terms of section 4.1 above, by their supervisors or by employees that the owners of the properties supervise: (a) admission and occupancy functions; (b) rent reasonableness functions; (c) housing assistance payments processing functions; and (d) inspection functions. HRDC must contract with another agency for the delivery of on-going information and service functions in the event such conflicts exist. If an outside agency is contracted, HRDC must provide sufficient monitoring since it is ultimately responsible under the Assignment for program compliance. Any expenditure(s) encountered must be paid out of administrative fees.

5. Transitional Provisions. It is understood that this Assignment effects the transfer of the administration of the Program components assigned to the County under the MOU from the County to HRDC. The following provisions relate to the orderly transition of the administration of the said Program components from the County to HRDC.

5.1 Program Location. On or about November 16, 2009, the County and HRDC relocated the County's Program components, including all records to HRDC, at 125 Virginia Avenue, Cumberland.

5.2 Cooperation. The County and HRDC agree to continue working together to ensure the continued administration of the Section 8 Moderate Rehabilitation Program.

6. Termination of Assignment. Either party may terminate the arrangement described in this Assignment upon the provision of no less than six (6) months advance written notice to the other party. This Assignment may also be terminated without notice in the event the parties hereto agree in writing that its implementation is no longer feasible and that it should be terminated for that reason. In either event, the termination of this Assignment shall be subject to and conditioned upon prior approval of the Department.

In the event HRDC ceases doing business, applies for, or consents in writing to, the appointment of a receiver, trustee, or liquidator for all or substantially all of its assets, files a voluntary petition in bankruptcy or admits in writing its inability to pay its debts as they become due, makes an assignment for benefit of creditors, files a petition or an answer seeking a reorganization, composition, adjustment, arrangement with creditors, or takes advantage of any insolvency law, files an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, composition, adjustment, arrangement, or insolvency proceeding, or is dissolved as a result of an adversary suit or proceeding, then this Assignment shall terminate.

In the event HRDC fails to comply with Program requirements, the Department shall have the right to provide written notice to HRDC and the County, detailing the deficiencies in compliance and notifying them that if the deficiencies are not corrected within no less than thirty (30) days from the date of the notice that this Assignment shall be terminated and the responsibility for the implementation of the Program shall revert to the County. In the event the deficiencies are not corrected to the reasonable

satisfaction of the Department within the aforesaid thirty (30) day period, the Department shall have the right to terminate this Assignment by providing written notice to HRDC and the County, with the termination being effective ten (10) days from the date of the second notice.

In the event of the termination of this Assignment, the parties hereto shall cooperate in terms of returning the Program components formerly implemented by the County to the County and all Program records provided by the County to HRDC under Section 3.1 of this Assignment shall be returned to the County. Additionally, HRDC shall turn over all of the Program records it accumulated during the course of its administration of the Program after the date of this Assignment to the County, said records being subject to HRDC's rights to inspect and copy the same upon reasonable notice to the County. Upon the termination of this Assignment, the County shall resume implementation of the Program.

7. Miscellaneous Provisions.

7.1. Invalidity. If any provision or part of any provision of this Assignment shall be found for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other sections or the remaining part of any effective section of this Assignment, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

7.2. Binding Effect. This Assignment shall inure to the benefit of the parties hereto and it shall be binding upon their respective successors and assigns.

7.3. Captions. The captions of the various sections and paragraphs of this Assignment have been inserted only for the purposes of convenience. Such captions are not a part of this Assignment and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Assignment.

7.4. Construction of Assignment. This Assignment, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

7.5. Gender/Tense/Conjugation. The use of any gender, tense or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

7.6. Entire Agreement. This Assignment constitutes and contains the entire agreement and understanding among the parties and may not be modified except in a subsequent writing signed by all parties to this Assignment. Any such modifications shall be subject to the written approval of the Department.

7.7. Jury Trial Waiver. EACH OF THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH EITHER OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS ASSIGNMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, EACH OF WHOM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day and year the document was executed as set forth below.

WITNESS/ATTEST:

**ALLEGANY COUNTY HUMAN RESOURCES
DEVELOPMENT COMMISSION, INC.**

Susan Malone,
Director, Housing and Community Resources

By: _____
Wendolyn M. McKenzie,
Executive Director

SEAL

**BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND**

Jason M. Bennett,
County Administrator

By: _____
David J. Caporale
President

SEAL