

CONTRACT

THIS CONTRACT, made this 18 day of August 2020, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the COUNTY, and Community Mediation Upper Shore, hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary for the delivering emergency food to elderly and homebound residents of Kent County, in accordance with the specifications and Contract documents entitled ATTACHMENT A.
2. LIABILITY INSURANCE. CONTRACTOR shall furnish to the COUNTY, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning work, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this Contract by July 28th 2020 and shall complete the same by December 30th 2020 unless the period for completion is extended as provided for in the general conditions.
5. CONTRACT SUM. The COUNTY shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein a total maximum fee of One Hundred Forty-Two Thousand, Nine Hundred and Fifty Five Dollars. \$142,955 in conformity with the bid schedule.
6. The CONTRACTOR shall invoice the COUNTY any time after June 1st in arrears for a total maximum price of \$142,955. See Attachment B for category details. The COUNTY reserves the right to withhold final payment if the work is incomplete and / or not submitted by December 30th, 2020.
7. CONFIDENTIALITY. In the case where data is collected from programs or agencies, the information and records related to the services performed under this CONTRACT shall be confidential and shall not be disclosed by the CONTRACTOR without the express consent of the program participants or, if a minor, the minor's parents or guardian, except where the information and records are being examined in conjunction with the administration of the program and/or services provided for under this

CONTRACT; or as may be required under State or federal law.

8. INDEMNIFICATION. The CONTRACTOR agrees (on behalf of the organization which CONTRACTOR represents) to indemnify and hold harmless the COUNTY from any and against any losses, claims, damages, liabilities, costs (including attorney's fees), judgments, fines, amounts paid on account thereof (whether in settlement or otherwise), expenses, and fees arising out of, or in any manner pertaining to:

Equipment and/or supplies provided or used by the CONTRACTOR; and,

Damages, injury or loss to any persons and/or property resulting from any act or omission of the CONTRACTOR'S employees, agents, officers, subcontractors or volunteers, in connection with, or arising from, this Contract.

The indemnification of the COUNTY under the provisions of this section shall survive the expiration or earlier termination of this contract.

9. TERMINATION. This Contract extends for 5 months, from July 28th 2020 through December 30th 2020. One or both parties may terminate this Contract with at least thirty (15) days written notice. Termination may be without cause. If the Contract is terminated before the end of the term as provided herein, an accounting of the current and year to date expenses shall be made within a time frame established by the COUNTY.

10. NON-ASSIGNMENT. Neither this Contract nor any of the rights, interests or obligations under the Contract shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party.

11. COMPLIANCE and GRIEVANCES

A. CONTRACT Compliance.

(i) If the CONTRACTOR is dilatory in the performance of services, record keeping and/or the filing of reports as required under this Contract, Kent County Local Management Board (KCLMB) Director (or designee) shall notify the CONTRACTOR in writing. CONTRACTOR shall address any such performance / compliance issue(s) to the satisfaction of KCLMB within the time frame specified by the KCLMB.

(ii) In the event of significant or repeated incidences of non-compliance with respect to the provisions of this Contract, KCLMB Director (or designee) shall notify the CONTRACTOR in writing, and such notice shall include a detailed explanation of the CONTRACTOR'S deficiencies, recommended corrective or mitigating measures, and a reasonable time frame for response and curative action.

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

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

(i) Open lines of communication between the CONTRACTOR and the KCLMB are encouraged to ensure productivity and positive outcomes as envisioned under this CONTRACT.

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

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

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

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

13. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or federal courts located within the State of Maryland.

14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sami Watson

By: P. Thomas Mason
Thomas Mason
Kent County Commissioners, President

Community Mediation Upper Shore

Quyen Smith

By: Penni Walker Doyle
Penni Walker Doyle, Executive Director

Employer Identification Number
52-2302895

ATTACHMENT A

Summary:

Community Mediation Upper Shore and Kent County Local Management Board have come together to deliver emergency food to the elderly and the homebound in response to the COVID 19 pandemic.

To carry forward the feeding response started by Social Action for Racial Justice and Sumner Hall, Community Mediation Upper Shore will assume operations for purchasing produce and protein items and the logistics for delivering food care packages to elderly and homebound residents during the COVID 19 pandemic.

Community Mediation Upper Shore Responsibilities include:

1. Managing the list of clients in need – receiving new applications, responding to inquiries, and removing clients as appropriate. Community Mediation Upper Shore will coordinate with Kent County Local Management Board to ensure appropriate referrals to ancillary services, as necessary.
2. Acquiring access to, managing, and supervising a distribution location for outgoing care package deliveries.
3. Purchase produce, protein, and other fresh food items for care package deliveries
4. Manage volunteers, staff, and partnering organizations and subcontractors when necessary
5. Coordinate weekly with KCLMB to purchase shelf stable items from the Maryland Food Bank (inventory and delivery to distribution site).
6. Maintain fiscal records of all paid staff, food and materials.
7. Prepare and submit any documentation needed to execute program successfully, including monthly invoices to KCLMB
8. Track payment of invoices to ensure payment
9. Facilitate Cares Relief Fund auditing if needed
10. Maintain records for three (3) years from last invoice received, per grant stipulation

Organization: Community Mediation Upper Shore, Inc		AWARD REQUEST
Category	Amount Requested	Description (explain the calculation used to reach total. Rates/time/quantities, etc) for the time period July 27, 2020 through December 31, 2020 (23 weeks / 5 months)
Personnel	44,940.00	
Salaries	44,665.00	ExDir Services at \$39.50/hour 6 hours per week (includes overhead rate) (\$5450); 4 Food Coordinators at \$15.50/hour 3 - 30 hours / week, 1 - 20 hours per week (\$37,510)
Fringe Costs	275.00	Payroll taxes
Operating Expenses	16,525.00	
Communications	750.00	Food coordinator cell phone reimbursement \$50/month
Utilities	1,750.00	Site heating, cooling, electricity (\$350/month) (pending lease negotiation)
Office Supplies	500.00	Project paper, pens, tape, etc.s and onsite (\$100/mo)
Insurance	3,400.00	Onsite insurance costs (approximately \$3400 still waiting for quote)
Rent/Mortgage	10,000.00	Site rent (\$2000/month) with Chestertown American Legion
Printing/Duplication	125.00	Project printing of 200 copy pages to service recipients communication (\$25/mo)
Information System Repair/Maintenance		
Vehicle Operating (other than Insurance)	0.00	
Travel	1,320.00	
Business Travel (mileage)	1,320.00	4 staff driving 25 miles / wk @ IRS reimbursement rate \$.575
Contractual Services	480.00	
Training	0.00	
Consultant (other than Legal & Accounting/Auditing)	0.00	
Legal	0.00	
Accounting/Auditing	480.00	Project accounting fees (\$17/hr bookkeeper 2 hrs/month; \$125/hr accountant oversight 1/2 hr/month)
Equipment	4,940.00	
Freezer	4,940.00	1/3 the cost of a new freezer
Other	74,750.00	
Program Supplies	5,750.00	Grocery bags, food storage bags, cleaning supplies, masks, gloves, freezer packs, trash bags, toilet paper, soap, etc. (\$250/wk)
Food	69,000.00	\$15/bag for 200 seniors anticipating growth to 300 at \$10/bag (\$3000/wk) based on past initiative experience with partners, vendors, and purchases through KC LMB with the MD Food Bank.
	\$142,955	