

RESOLUTION NO. 2763

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE STATE OF MARYLAND – GENERAL SERVICES FOR THE PURPOSE OF EXPENDING GRANT FUNDS IN THE AMOUNT OF \$1,000,000.

WHEREAS, the City of Salisbury has received grant funding from the State of Maryland through House Bill 151 of the 2017 Maryland General Assembly Session; and

WHEREAS, the State of Maryland has designated the Department of General Services to distribute these funds in the amount of \$1,000,000; and

WHEREAS, these funds shall be used “for the planning, design, construction, repair renovation, and capital equipping of infrastructure upgrades, including new Main Street streetscapes, water, sewer, and stormwater system upgrades, and instillation of a broadband fiber optic cable in Salisbury”; and

WHEREAS, the City of Salisbury would like to thank the Maryland General Assembly, the Governor of Maryland, and our local delegation for this appropriation of funding; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the Maryland Department of General Services defining how these funds must be expended; and


WHEREAS, § 7-29 of the Salisbury City Charter forbids the Mayor from entering into an contract that requires an expenditure not appropriated or authorized by the City Council; and


WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury;

NOW, THEREFORE BE IT RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby appropriate the necessary funds and authorize Mayor Jacob R. Day to enter into a grant agreement with the Department of General Services and expend the awarded funds accordingly.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on July 24, 2017 and is to become effective immediately.

ATTEST:


Kimberly R. Nichols
CITY CLERK


John R. Heath
CITY COUNCIL PRESIDENT

APPROVED BY ME this 25 day of July, 2017.

Paul S. for Jacob R. Day
Jacob R. Day
MAYOR

MEMORANDUM

To: Julia Glanz
From: Theo Williams
Subject: Department of General Services Grant - \$1m for Main Street Master Plan
Date: July 24, 2017

In concert with our local state legislative delegation, the City of Salisbury has successfully petitioned the Governor and General Assembly to financial support the City of Salisbury's Main Street Master Plan project for the revitalization of the Downtown. This funding, in the amount of \$1,000,000, is being managed by the MD Department of General Services. In order to receive this funding, we must enter into a grant agreement with the DGS. This grant agreement has very generous terms and we do not have to fully expend these funds until June 1st, 2024. Additionally, the language of the enabling legislation is very broad in how we may utilize these funds for the Main Street Master Plan.

After consultations with Amanda Pollack, we have decided to utilize these funds for later phases of the Main Street Master Plan. Therefore, we do not project to begin incurring expenditures until FY19, which will still give us 5 years to fully expend these funds. Regardless, we wish to enter into the grant agreement presently to ensure that there are no delays in our receiving approval for our funds by the Board of Public Works and our eventual expenditure of these funds. Thank you.

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor



Ellington E. Churchill, Jr.
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES

FACILITIES OPERATIONS & MAINTENANCE • FACILITIES PLANNING, DESIGN, CONSTRUCTION & ENERGY

PROCUREMENT & LOGISTICS • REAL ESTATE

June 14, 2017

RECEIVED
JUN 19 REC'D

The Honorable Jacob Day
Mayor
Mayor and Town Council of the City of Salisbury
125 N. Division Street
Salisbury, Maryland 21801-4940

Re: Salisbury Revitalization
DGS Item 130, Chapter 022, Acts of 2017 – \$1,000,000

Dear Mayor Day:

Congratulations on receiving your State grant. Funds for your grant are authorized in a "bond bill" enacted by the General Assembly and signed by Governor Larry Hogan.

The Department of General Services will administer your grant on behalf of the State Board of Public Works (BPW). This application package contains the necessary forms for you to complete and return to us in order to access your grant funds. We will request the Board of Public Works to approve your grant agreement and, when applicable, to certify that you have met your matching fund requirement based on the application information you provide us.

The legislation authorizing your grant requires certain deadlines are met by grant recipients as follows:

- (a) The deadline for obtaining BPW certification of matching funds is two (2) years from the date the grant is authorized, or **June 1, 2019**.
- (b) The deadline for grant recipients to encumber (enter into project contracts) or expend the State funds is seven (7) years from the date of authorization, or **June 1, 2024**.

Please pay close attention to the important State policies that are outlined in the Capital Grants Program booklet found on the Capital Grants Program web page (<http://dgs.maryland.gov/pages/grants/index.aspx>). The Board of Public Works is especially concerned that the grant recipients utilize a competitive process to select their contractors.

The Honorable Jacob Day
Page 2

If you have any questions, please contact me at 410-767-4107 or Ms. Kimberly Langkam, Grant Administrator at 410-767-4478.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Ensor".

Catherine Ensor
Program Manager
Capital Grants Program

Enclosures

GRANT APPLICATION CHECKLIST

SUBMITTED BY: Mayor and Town Council of the City of Salisbury

BOND BILL/CHAPTER NO.: MCCBL - MISC - Salisbury Revitalization Loan of 2017
Item 130, Chapter 022, Acts of 2017

Complete X 'd items:

<input checked="" type="checkbox"/>	Grant Application
<input checked="" type="checkbox"/>	2 Grant Agreements (authorized representative signature)
<input type="checkbox"/>	Matching Fund Documentation (Invoice Schedule if expenditures)
<input type="checkbox"/>	Affidavit for Religious Purposes
<input checked="" type="checkbox"/>	Affidavit for Lobbying

Return **ALL** original, completed documents/forms to:

Department of General Services
Capital Grants Program
State Office Building, Room 1405
301 West Preston Street
Baltimore, Maryland 21201

**Reminder: Contact the Maryland
Historical Trust NOW!**

MARYLAND HISTORICAL TRUST

ALL GRANTS REQUIRE MARYLAND
HISTORICAL TRUST REVIEW AND
APPROVAL PRIOR TO ANY GRANT
FUNDS BEING RELEASED.

Begin the Process NOW.

CONTACT:

BETH.COLE@MARYLAND.GOV

OR

410-514-7633

CAPITAL PROJECTS GRANT AGREEMENT

This Agreement ("**Agreement**") is entered into this ___ day of _____, 20___, by and between the State of Maryland ("**State**"), acting through the Board of Public Works (**BPW**), and Mayor and Town Council of the City of Salisbury, 125 N. Division Street, Salisbury, Maryland 21801-4940 ("**Grantee**"), whose federal taxpayer identification number is _____.

Recitals

- A. Grantee has requested grant assistance from the State and has completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled **Salisbury Revitalization** provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. **Purpose.** Grantee may use grant funds for the following purpose only ("**Project**"): For the planning, design, construction, repair, renovation, and capital equipping of infrastructure upgrades, including new Main Street streetscapes, water, sewer, and storm water system upgrades, and installation of a broadband fiber optic cable in Salisbury.

(See **Enabling Act**: DGS Item 130, Chapter 022 of the Laws of Maryland 2017 which is incorporated herein by reference.)

2. **Grant.** After the BPW approves this Agreement, the State shall periodically provide grant funds ("**Grant**") to, or on behalf of, Grantee not to exceed the lesser of: \$ 1,000,000 (One Million Dollars) or the amount of Grantee's matching fund if the Enabling Act requires a matching fund.
3. **Termination or Reduction of Authorization.** The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 6/1/2024; or (b) no part of the Project is under contract by 6/1/2024 or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2024.
4. **Matching Fund.** If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. **Disbursement of Grant.** Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

6. Limitations on Use. The BPW or its designee may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
9. Reports:
 - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
 - (b) Grantee shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
10. Communications. Communications must be addressed as follows:

To the State:

Office of the Comptroller
Capital Grants Program Administrator
80 Calvert Street, Room 215
Annapolis, Maryland 21404-0466

Department of General Services
Capital Grants Program Manager
301 W. Preston Street, Room 1405
Baltimore, Maryland 21201

To the Grantee:

11. Default. A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. Remedies Upon Default.
- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
 - (i) Require Grantee to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
 - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. Disposition of Property. Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
14. Inspection and Retention of Records. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.
15. Insurance.
- (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
 - (i) Name the State as an additional loss payee thereunder.
 - (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.

- (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
 - (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
 - (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.
16. Indemnification. Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:
- (a) The Project, including its construction.
 - (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
 - (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
 - (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.
17. Registration. Grantee is a (charitable ☐) (religious ☐) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing, and has filed all of its required reports with the Maryland Secretary of State.
- Check if YES ☐
- Check if NOT APPLICABLE ☐ and explain:
- _____
- _____
- _____
18. Commercial and Employment Nondiscrimination. Grantee shall:
- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
 - (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.

- (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.
19. *Drug and Alcohol Policy.* Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
 - (b) Prohibit its employees from working under the influence of alcohol or drugs.
 - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
 - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
 - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
20. *Compliance with Applicable Law.* Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
21. *Non-Debarment.* Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.

- (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. Financial Disclosure. Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, 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 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. Political Contributions. Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
25. No Contingent Fees. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.

27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
28. Amendment. The Agreement may be amended only in a writing signed by the parties.
29. Assignment. Grantee may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantee's successors and assigns.
30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

By: _____

Sheila McDonald
Executive Secretary

BPW APPROVAL: DGS Item ____-CGL (____/____/20____)

CAPITAL PROJECTS GRANT AGREEMENT
Standard Form

Approved as to form and legal sufficiency for the State of Maryland by the Board of Public Works General Counsel.

NOTE: Any change to the standard form must be approved for legal sufficiency.

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Recitals

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(See **Enabling Act**: DGS Item 130, Chapter 022 of the Laws of Maryland 2017 which is incorporated herein by reference.)

- 2. Grant. After the BPW approves this Agreement, the State shall periodically provide grant funds ("**Grant**") to, or on behalf of, Grantee not to exceed the lesser of: \$ 1,000,000 (One Million Dollars) or the amount of Grantee's matching fund if the Enabling Act requires a matching fund.
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To the State:

Office of the Comptroller
Capital Grants Program Administrator
80 Calvert Street, Room 215
Annapolis, Maryland 21404-0466

Department of General Services
Capital Grants Program Manager
301 W. Preston Street, Room 1405
Baltimore, Maryland 21201

To the Grantee:

11. Default. A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. Remedies Upon Default.
- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
 - (i) Require Grantee to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
 - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. Disposition of Property. Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.
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15. Insurance.
- (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
 - (i) Name the State as an additional loss payee thereunder.
 - (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.

- (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
 - (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
 - (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.
16. Indemnification. Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:
- (a) The Project, including its construction.
 - (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
 - (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
 - (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.
17. Registration. Grantee is a (charitable ☐) (religious ☐) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing, and has filed all of its required reports with the Maryland Secretary of State.
- Check if YES ☐
- Check if NOT APPLICABLE ☐ and explain:
- _____
- _____
- _____
18. Commercial and Employment Nondiscrimination. Grantee shall:
- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
 - (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.

- (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.
19. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
 - (b) Prohibit its employees from working under the influence of alcohol or drugs.
 - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
 - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
 - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
20. Compliance with Applicable Law. Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
21. Non-Debarment. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.


- (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
- 22. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
 - (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
- 23. Financial Disclosure. Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, 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 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
- 24. Political Contributions. Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
- 25. No Contingent Fees. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
- 26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.

27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
28. Amendment. The Agreement may be amended only in a writing signed by the parties.
29. Assignment. Grantee may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantee's successors and assigns.
30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

_____  By: _____ (SEAL)
Name: _____
Title: _____

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

By: _____
Sheila McDonald
Executive Secretary

BPW APPROVAL: DGS Item ____-CGL (____/____/20____)

CAPITAL PROJECTS GRANT AGREEMENT
Standard Form

Approved as to form and legal sufficiency for the State of Maryland by the Board of Public Works General Counsel.

NOTE: Any change to the standard form must be approved for legal sufficiency.

Exhibit 1

HOUSE BILL 151

B5

(71r0153)

ENROLLED BILL

— Appropriations/Budget and Taxation —

Introduced by The Speaker (By Request - Administration)

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

Speaker.

CHAPTER 0022 APR 06 2017

1 AN ACT concerning

ARTICLE II SECTION 17(b)

2 Creation of a State Debt - Maryland Consolidated Capital Bond Loan of 2017,
3 and the Maryland Consolidated Capital Bond Loans of ~~2000, 2006, 2008, 2009,~~
4 2010, 2012, 2013, 2014, 2015, and 2016

5 FOR the purpose of authorizing the creation of a State Debt in the amount of ~~One Billion,~~
6 ~~Thirteen Million, Two Hundred Sixty Seven Thousand Dollars (\$1,013,267,000),~~
7 ~~One Billion, Eighty Three Million, Three Hundred and Seven Thousand Dollars~~
8 ~~(\$1,083,307,000), One Billion, Eighty Three Million, One Hundred and Thirty Eight~~
9 ~~Thousand, and One Hundred and Twenty One Dollars (\$1,083,138,121) One Billion,~~
10 ~~Eighty-Nine Million, Three Hundred and Eighty-Three Thousand, and One~~
11 ~~Hundred and Twenty-One Dollars (\$1,089,383,121),~~ the proceeds to be used for
12 certain necessary building, construction, demolition, planning, renovation,
13 conversion, replacement, and capital equipment purchases of the State, for acquiring
14 certain real estate in connection therewith, and for grants to certain subdivisions
15 and other organizations for certain development and improvement purposes, subject

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

{Brackets} indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike-out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber / conference committee amendments.



Section 1(5) of this Act, the matching fund may consist of funds expended prior to the effective date of this Act (Anne Arundel County)

2,500,000

2,700,000

(Q)

Maryland Zoo in Baltimore. Provide a grant to the Board of Trustees of the Maryland Zoological Society, Inc. to assist in funding the design, construction, and equipping of infrastructure improvements for the exhibits and operations of the Maryland Zoo in Baltimore (Baltimore City)

2,500,000

4,000,000

(R)

Prince George's Hospital System. Provide funds to the Department of Health and Mental Hygiene for the purpose of providing a grant for site acquisition, design, construction, and capital equipping of a new Regional Medical Center and Outpatient Pavilion in Prince George's County. The Department will provide a grant to the owner/operator of the Regional Medical Center (Prince George's County)

~~11,300,000~~~~21,300,000~~11,300,000

(S)

Ronald McDonald House. Provide a grant to the Board of Directors of the Ronald McDonald House Charities of Baltimore, Inc. for the acquisition, planning, design, construction, renovation, and capital equipping of a new Ronald McDonald House in Baltimore (Baltimore City)

1,000,000

(T)

Salisbury Revitalization. Provide a grant to the City of Salisbury for the planning, design, construction, repair, renovation, and capital equipping of infrastructure upgrades, including new Main Street streetscapes, water, sewer and stormwater system upgrades, and installation of a broadband fiber optic cable in Salisbury (Wicomico County)

1,000,000

(U)

Sinai Hospital of Baltimore. Provide a grant to the Board of Directors of Sinai Hospital of Baltimore, Inc. for the planning, design, construction, repair, renovation, and capital equipping of a community primary and specialty care complex, subject to the requirement that the grantee provide an equal and matching fund for this purpose (Baltimore City)

2,000,000

(V)

Strathmore Hall. Provide a grant to the Board of Directors of Strathmore Hall Foundation, Inc. for the planning, design, construction, and capital equipping of renovations and improvements to the Bou Terrace, the Concert Hall, and Mansion, subject to the requirement that the grantee provide

1		<u>Wicomico County (Wicomico County).....</u>	<u>50,000</u>
2	(BV)	<u>Believe in Tomorrow Cottage By the Sea. Provide a grant equal</u>	
3		<u>to the lesser of (i) \$100,000 or (ii) the amount of the matching</u>	
4		<u>fund provided, to the Board of Directors of the Believe in</u>	
5	G161	<u>Tomorrow National Children's Foundation, Inc. for the</u>	
6		<u>acquisition, planning, design, construction, repair, renovation,</u>	
7		<u>reconstruction, site improvement, and capital equipping of the</u>	
8		<u>Believe in Tomorrow Cottage By the Sea respite housing facility,</u>	
9		<u>located in Worcester County (Worcester County).....</u>	<u>100,000</u>
10	ZB02	LOCAL JAILS AND DETENTION CENTERS	
11	(A)	Anne Arundel County Detention Center. Provide a grant to the	
12		County Executive and County Council of Anne Arundel County	
13		to design, construct, and equip a new Central Holding and	
14	G162	Processing Center at the Anne Arundel County Detention	
15		Center on Jennifer Road, subject to the requirement that the	
16		grantee provide an equal and matching fund for this purpose	
17		(Anne Arundel County)	1,800,000
18	(B)	Calvert County Detention Center. Provide a grant to the	
19		County Commissioners of Calvert County to design and	
20		construct site and security improvements at the Calvert	
21	G163	County Detention Center, subject to the requirement that the	
22		grantee provide an equal and matching fund for this purpose	
23		(Calvert County)	508,000
24	(C)	Montgomery County Pre-Release Center. Provide a grant to	
25		the County Executive and County Council of Montgomery	
26		County to design, construct, and capital equip renovations to	
27	G164	the Pre-Release Center's Dietary Center, subject to the	
28		requirement that the grantee provide an equal and matching	
29		fund for this purpose (Montgomery County)	1,204,000
30	(D)	Prince George's County Correctional Center. Provide a grant to	
31		the County Executive and County Council of Prince George's	
32		County for the renovation and expansion of the Correctional	
33	G165	Center's Medical Unit, subject to the requirement that the	
34		grantee provide an equal and matching fund for this purpose	
35		(Prince George's County)	1,000,000
36	(4)	An annual tax is imposed on all assessable property in the State in rate and	
37		amount sufficient to pay the principal of and interest on the bonds, as and when due and	
38		until paid in full. The principal shall be discharged within 15 years after the date of issue	
39		of the bonds.	

1 (5) (a) Prior to the payment of any matching grant funds under the provisions
2 of Section 1(3), Items ZA00 through ZB02 above, grantees shall provide and expend
3 matching funds as specified. No part of a grantee's matching fund may be provided, either
4 directly or indirectly, from funds of the State, whether appropriated or unappropriated.
5 Except as otherwise provided, no part of the fund may consist of real property, in kind
6 contributions, or funds expended prior to the effective date of this Act. In case of any dispute
7 as to what money or assets may qualify as matching funds, the Board of Public Works shall
8 determine the matter, and the Board's decision is final. Grantees have until June 1, 2019,
9 to present evidence satisfactory to the Board of Public Works that the matching fund will
10 be provided. If satisfactory evidence is presented, the Board shall certify this fact to the
11 State Treasurer and the proceeds of the loan shall be expended for the purposes provided
12 in this Act. If this evidence is not presented by June 1, 2019, the proceeds of the loan shall
13 be applied to the purposes authorized in § 8-129 of the State Finance and Procurement
14 Article.

15 (b) It is further provided that when an equal and matching fund is specified
16 in Section 1(3), Items ZA00 through ZB02 above, grantees shall provide a matching fund
17 equal to the lesser of (i) the authorized amount of the State grant or (ii) the amount of the
18 matching fund certified by the Board of Public Works. If satisfactory evidence is presented,
19 the Board shall certify this fact and the amount of the matching fund to the State Treasurer
20 and the proceeds of the loan equal to the amount of the matching fund shall be expended
21 for the purposes provided in this Act. If this evidence is not presented by June 1, 2019, the
22 proceeds of the loan shall be applied to the purposes authorized in § 8-129 of the State
23 Finance and Procurement Article. The proceeds of any amount of the loan in excess of the
24 matching fund certified by the Board of Public Works shall also be applied to the purposes
25 authorized in § 8-129 of the State Finance and Procurement Article.

26 (6) (a) Prior to the issuance of the bonds, unless the Maryland Historical Trust
27 determines that the property to be assisted by a grant under Section 1(3) Items ZA00
28 through ZB02 of this Act is not significant, is significant only as a contributing property to
29 a historic district listed in the Maryland register of historic properties, is a type that is
30 already adequately represented among the Trust's existing easement properties, is already
31 subject to a perpetual historic preservation easement acceptable to the Trust, or conditions
32 peculiar to the property make an easement impractical, the grantee shall grant and convey
33 to the Maryland Historical Trust a perpetual preservation easement to the extent of its
34 interest:

35 (i) On the portion of the land necessary to preserve the historic
36 setting of the capital project assisted by the grant; and

37 (ii) On the exterior and interior, where appropriate, of the historic
38 structures affected by the construction or renovation project assisted by the grant.

39 (b) If the grantee or beneficiary of the grant holds a lease on the land and
40 structures, the Trust may accept an easement on the leasehold interest.

41 (c) The easement must be in form and substance acceptable to the Trust,

1 and the extent of the interest to be encumbered must be acceptable to the Trust, and any
2 liens or encumbrances against the land or the structures must be acceptable to the Trust.

3 (d) (i) A grantee may appeal a perpetual preservation easement
4 determination made by the Maryland Historical Trust or the Director under subparagraph
5 (a) of this paragraph to the Maryland Historical Trust Board of Trustees.

6 (ii) The decision by the Maryland Historical Trust Board of Trustees
7 is final and is not subject to further administrative appeal or judicial review.

8 (7) The proceeds of the loan must be expended or encumbered by the Board of
9 Public Works for the purposes provided in this Act no later than June 1, 2024. If any funds
10 authorized by this Act remain unexpended or unencumbered after June 1, 2024, the
11 amount of the unexpended or unencumbered authorization shall be canceled and be of no
12 further force and effect. If bonds have been issued for the loan, the amount of unexpended
13 or unencumbered bond proceeds shall be disposed of as provided in § 8-129 of the State
14 Finance and Procurement Article.

15 (8) Multiple grants provided to the same organization in this Section are in
16 addition to one another. Unless otherwise provided, any matching fund requirements apply
17 to each individual grant.

18 (9) (a) Subject to subparagraphs (b) and (c) of this paragraph, the Board of
19 Public Works may approve an appropriation in Section 1(3) Items ZA00 through ZB02
20 above notwithstanding technical differences in:

21 (i) The name of the grantee or the description of the project, provided
22 that the proposed use of funds is consistent with the public purpose of the original
23 appropriation; or

24 (ii) The location of the project, provided that the proposed location is
25 within the county specified in the original appropriation.

26 (b) The Department of Budget and Management shall notify the Office of
27 Policy Analysis within the Department of Legislative Services in writing of:

28 (i) The technical differences between an appropriation in Sections
29 1(3) Items ZA00 through ZB02 above and the proposed use of the funds; and

30 (ii) The justification that the proposed use of the funds is consistent
31 with the public purpose of the appropriation.

32 (c) (i) The Office of Policy Analysis shall have 45 days to review and
33 comment on the proposed use of the funds.

34 (ii) If the Office of Policy Analysis does not submit written objections
35 within 45 days, the Department of Budget and Management shall provide certification in

1 writing to the Board of Public Works that the proposed use of funds may be approved
 2 notwithstanding technical differences in the appropriation in Section 1(3) Items ZA00
 3 through ZB02 above.

4 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
 5 as follows:

6 Chapter 46 of the Acts of 2006, as amended by Chapter 430 of the Acts of 2013
 7 and Chapter 463 of the Acts of 2014

8 Section 1(3)

9 ZA01

LOCAL SENATE INITIATIVES

10 (CE) White Rose Foundation Service Center. Provide a grant of
 11 \$375,000 to the Board of Directors of the White Rose
 12 Foundation, Inc. for the acquisition, repair, renovation, and
 13 capital equipping of a service center for the White Rose
 14 Foundation, located in Upper Marlboro. Notwithstanding
 15 Section 1(7) of this Act, this grant may not terminate before
 16 June 1, [2018] 2019 (Prince George's County) 375,000

17 Chapter 46 of the Acts of 2006, as amended by Chapter 707 of the Acts of
 18 2009, Chapter 430 of the Acts of 2013, and Chapter 495 of the Acts of 2015

19 Section 1(3)

20 ZA02

LOCAL HOUSE OF DELEGATES INITIATIVES

21 (BI) College Park City Hall. Provide a grant equal to the lesser of (i)
 22 \$400,000 or (ii) the amount of the matching fund provided, to
 23 the Mayor and City Council of the City of College Park for the
 24 design, engineering, construction, and renovation of the City
 25 Hall for the City of College Park, located in College Park.
 26 Notwithstanding Section 1(7) of this Act, this grant may not
 27 terminate before June 1, [2017] 2019 (Prince George's
 28 County) 400,000

29 Chapter 336 of the Acts of 2008

30 Section 1(3)

31 WA01

DEPARTMENT OF STATE POLICE

32 (A) Tactical Service Facility – Garage. Provide funds to construct
 33 and equip a garage and storage building at the Maryland State
 34 Police Waterloo Barrack Complex in Jessup.

**STATE OF MARYLAND
BOARD OF PUBLIC WORKS
CAPITAL PROJECT GRANT APPLICATION**

(Submit a separate application for each grant award.)

1. NAME OF BOND BILL:		2. LEGISLATIVE DISTRICT:	
3. CHAPTER NO:	4. YEAR AUTHORIZED:	5. DGS ITEM NO.	
6. GRANT AMOUNT: \$ _____ Show this amount only in <u>State Grant Column - Page 2</u>) = MATCH AMOUNT: \$ _____			
7. LEGAL NAME OF GRANTEE ORGANIZATION:			
8. ADDRESS OF GRANTEE:			
9. PROJECT TITLE:			
10. PROJECT ADDRESS:			
11. GRANTEE INTEREST IN REAL PROPERTY TO BE IMPROVED WITH GRANT: ____ Grantee organization is the sole owner. ____ Grantee organization is a co-owner. Co-owner name: _____ ____ Grantee does not own the property, but has a long-term lease (minimum of 15 yrs.). ____ Grantee does not own or lease the project property. Property owner name: _____			
12. ESTIMATED PROJECT SCHEDULE: Design Start _____ End _____ Construction Start _____ End _____			
13. DETAILED PROJECT DESCRIPTION AND SCOPE (Include Purpose and Construction Details, use additional sheets, if necessary): 			
14. IS THIS PROJECT SUBJECT TO THE STATE PREVAILING WAGE LAW: YES _____ NO _____ (Wage rates apply if the construction contract is \$500,000 or more <u>and</u> State funds will be used to pay for 50% or more of the contract.)			
15. DOES THIS PROJECT REQUIRE A PRESERVATION EASEMENT TO THE MARYLAND HISTORICAL TRUST: <div style="text-align: right;">YES _____ NO _____</div>			

State of Maryland
CAPITAL GRANTS PROJECTS

AFFIDAVIT

FUNDS WILL NOT BE USED FOR LOBBYING

_____ certifies and covenants that it has not and
(Name of Grant Recipient-Organization)
will not use any State grant funds or any of its own matching funds: to pay (or promise
to pay) any legislative agent, lawyer, or lobbyist for any services to obtain this grant.

I swear or affirm under the penalties of perjury that this Affidavit is true to the
best of my knowledge, information, and belief.

Date: _____

By: _____
President

AND

Date: _____

By: _____
Treasurer

Note: If the organization does not have a Treasurer, this Affidavit must be
signed by the individual who has charge of and who disburses the organization's
money.

Maryland law requires this Affidavit. See Section 7-221 of the State Finance and
Procurement Article, Annotated Code of Maryland.

CONTRACT SELECTION

The following contract information must be submitted for all costs you intend to claim against your grant. DGS will review your information and provide an eligibility determination for funding participation.

SUBMIT TO:

**Department of General Services
Capital Grants Program, Room 1405
301 West Preston Street
Baltimore, Maryland 21201**

CHECKLIST:

1. Estimated project schedule (design and construction).
2. Detailed scope of work for each contract (Plans and Specifications **only if requested**).
3. Engineer's cost estimate for each contract (if available).
4. Procurement procedures used for each contract.
5. Bid tabulation including name, address, and bid amount/score for each bidder.
6. Name of selected vendor. *Explanation if low bid or highest-scoring offer is not selected.
7. Copy of the selected proposal.
8. Statement certifying that the selected contractor is not debarred or suspended.
(Contact: www.bpw.state.md.us.)
9. Statement certifying wage rates will be applied, as required, when a contract is \$500,000 or more and is at least 50% State funded. (Contact DGS if you need wage rates.)
10. Copy of each contract/agreement. *Explanation if the contract amount is different from bid award.
11. Information about Minority/Women's Business Enterprise (M/WBE) outreach and award.
12. Copies of all subsequent change orders/amendments.

INVOICE SCHEDULE

Page1

Date: _____

Grant Number(s): _____

Grant Name: _____

Signature of Preparer: _____

Instructions:

- 1) Complete this form for each match or grant claim you submit;
- 2) Enter each vendor/contractor name one time then,
- 3) To the right of the vendor, list all the associated invoices, checks, and appropriate amounts.
- 4) Attach copies of all invoices and canceled checks (front and back).

Vendor/Contractor	Invoice No.	Invoice Date	Invoice Amount	Check No.	Date of Check	Check Amount	Official Use Only Eligible Amount
Total Claim							

SECTARIAN PURPOSES

Section 10 of the Bond Bill (Acts of 2017, Chapter 022) prohibits the use of matching funds or State funds for capital projects involving any building used for sectarian purposes as follows:

SECTION 10. AND BE IT FURTHER ENACTED, That no portion of the proceeds of a loan or any of the matching funds provided for a project funded under this Act may be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, construction, or equipping of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination. Upon the request of the Board of Public Works, a recipient of the proceeds of a loan under this Act shall submit evidence satisfactory to the Board that none of the proceeds of the loan or any matching funds has been or is being used for a purpose prohibited by this Act. (SEE ATTACHED)

1 this Act, if a program required by § 3-602(d) of the State Finance and Procurement Article
2 has not been submitted, the State agency or institution responsible for the project shall
3 submit a program to the Department of Budget and Management for approval before funds
4 may be expended from the appropriation; and

5 (2) for any appropriation for the construction of a State-owned project provided
6 in this Act, if preliminary plans and outline specifications required by § 3-602(f)(2)(i) of the
7 State Finance and Procurement Article have not been prepared, the State agency or
8 institution responsible for the project shall submit preliminary plans and outline
9 specifications to the Department of Budget and Management for approval before funds may
10 be expended from the appropriation.

11 SECTION 10. AND BE IT FURTHER ENACTED, That no portion of the proceeds of
12 a loan or any of the matching funds provided for a project funded under this Act may be
13 used for the furtherance of sectarian religious instruction, or in connection with the design,
14 acquisition, construction, or equipping of any building used or to be used as a place of
15 sectarian religious worship or instruction, or in connection with any program or department
16 of divinity for any religious denomination. Upon the request of the Board of Public Works, a
17 recipient of the proceeds of a loan under this Act shall submit evidence satisfactory to the
18 Board that none of the proceeds of the loan or any matching funds has been or is being used
19 for a purpose prohibited by this Act.

20 SECTION 11. AND BE IT FURTHER ENACTED, That the Comptroller may advance
21 funds to any loan funds account established pursuant to a general obligation bond loan
22 enabling Act for any expenditure authorized by that Act, provided that if general
23 obligation bonds have not been issued under the authority of that Act, the next ensuing
24 sale of general obligation bonds shall include the issuance of bonds under the authority of
25 that Act in an amount at least equivalent to the amount of the funds so advanced.

26 SECTION 12. AND BE IT FURTHER ENACTED, That:

27 (1) The Board of Public Works may borrow money and incur indebtedness on
28 behalf of the State of Maryland through a State loan to be known as the Maryland
29 Consolidated Capital Bond Loan Preauthorization Act of 2018 in total principal amount of
30 ~~\$270,168,000~~ ~~\$287,269,000~~ ~~\$223,062,000~~ \$335,787,000. These loans shall be evidenced by
31 the issuance, sale, and delivery of State general obligation bonds authorized by a resolution
32 of the Board of Public Works and issued, sold, and delivered in accordance with §§ 8-117
33 through 8-124 and 8-131.2 of the State Finance and Procurement Article of the Annotated
34 Code of Maryland.

35 (2) The bonds to evidence these loans or installments of these loans may be sold
36 as a single issue or may be consolidated and sold as part of a single issue of bonds under §
37 8-122 of the State Finance and Procurement Article.

38 (3) The cash proceeds of the sale of the bonds shall be paid to the Treasurer and
39 first shall be applied to the payment of the expenses of issuing, selling, and delivering the
40 bonds, unless funds for this purpose are otherwise provided, and then shall be credited on

State of Maryland
CAPITAL GRANTS PROJECTS

AFFIDAVIT

FUNDS WILL NOT BE USED FOR RELIGIOUS PURPOSES

_____ certifies and covenants that it has not and
(Name of Grant Recipient-Organization)
will not use any State grant funds or any of its own matching funds:

- To further sectarian religious instruction.
- In connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction.
- In connection with any program or department of divinity for any religious denomination.

I swear or affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Signature

Printed Name

Title

Date