

ORDINANCE NO. 2514

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF PLANNING FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$50,000, AUTHORIZING THE MAYOR TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE SALISBURY ARTS & ENTERTAINMENT DISTRICT, INC. AND APPROVING A BUDGET AMENDMENT TO THE FY 2019 GRANT FUND TO APPROPRIATE FUNDS FOR THE 2018 NATIONAL FOLK FESTIVAL.

WHEREAS, the Maryland Department Planning's Maryland Heritage Area Authority (MHAA) has a Non-Capital Grant program; and

WHEREAS, the purpose of the grant program is to provide targeted financial and technical assistance within Maryland's Heritage Areas to support heritage tourism; and

WHEREAS, the City of Salisbury has committed to hosting the 2018-2020 seasons of the National Folk Festival in order to celebrate our community's local heritage, culture, and art; and

WHEREAS, the City of Salisbury submitted a grant application for funding to the MHAA Grant Program to support the 2018 National Folk Festival; and

WHEREAS, the Maryland Department of Planning's MHAA has awarded the City funds in the amount of \$50,000; and

WHEREAS, all funds shall be used to fund necessary equipment and supplies for the Maryland Traditions Folklife Area and the Family Area of the 2018 National Folk Festival; and

WHEREAS, the City of Salisbury has designated the Salisbury Arts & Entertainment District, Inc. as its financial agency for the 2018-2020 National Folk Festivals; and

WHEREAS, the City of Salisbury is sub-granting the awarded \$50,000 to the Salisbury Arts & Entertainment District, Inc.; and

WHEREAS, the City of Salisbury must enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. defining how these funds must be expended; and

WHEREAS, § 7-29 of the Salisbury City Charter forbids contracts requiring an expenditure in excess of the amount appropriated for that general classification or expenditure, and forbids any office, department, or agency from expending funds not appropriated; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Council of the City of Salisbury, Maryland, hereby authorizes Mayor Jacob R. Day to enter into a grant agreement with the Maryland Department of Planning for acceptance of these funds; and

BE IT FURTHER ORDAINED that the Council of the City of Salisbury, Maryland hereby authorizes Mayor Day to negotiate and enter into a sub-recipient agreement with the Salisbury Arts & Entertainment District, Inc. for the purpose of expending these funds; and

BE IT FURTHER ORDAINED that the City's Fiscal Year 2019 Grant Fund Budget is hereby amended as follows:


- 1) Increase FY19 MHAA - NFF Grant Revenue account (10500-425701-XXXXX) by \$50,000

- 2) Increase Sub-Recipient – SBY Arts & Entertainment District, Inc. account (10500-569301-XXXXX) by \$50,000; and

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 26th day of November 2018, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 10th day of December, 2018.

ATTEST:




Kimberly R. Nichols, City Clerk



John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS 11th day of DEC, 2018.



Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: The Mayor & City Council
From: Nancy Talbott, Grants Coordinator
Subject: FY19 Maryland Heritage Area Authority Grant – National Folk Festival
Date: December 10, 2018

The City of Salisbury applied for and received funding from the Maryland Department of Planning's Maryland Heritage Area Authority to support the 2018 National Folk Festival. The awarded funds total \$50,000, and are intended to fund the necessary equipment and supplies for the Maryland Traditions Folklife Area and the Family Area.

While the 2018 National Folk Festival has ended, many invoices still require payment. Funds received through this grant will be applied to those invoices.

Please feel free to contact me if you have any questions or concerns.

Attachment:



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Robert S. McCord, Secretary

November 1, 2018

Miss Nancy Talbott
Grants Specialist
City of Salisbury
125 N Division Street
Salisbury, MD 21801

Dear Miss Talbott:

Enclosed please find the FY2019 MHAA Non-Capital Grant Agreement for the project entitled "Funding the Folklife". This Agreement must be signed where indicated by a person legally authorized to enter into contracts for City of Salisbury. Within 30 days, please return this hard copy of the Grant Agreement, with original signatures, to my attention at the Maryland Historical Trust.

Also enclosed, please find the Request for Disbursement form that needs to be signed and returned with the signed Grant Agreement.

As soon as our Attorney and Agency Head sign the Agreement, we will return a fully executed electronic copy of the Agreement to you for your files.

We look forward to continuing our work with you on this important project.

Sincerely,

Jennifer Ruffner
Administrator
Maryland Heritage Areas Program

Enclosures

MHAA REQUEST FOR DISBURSEMENT FORM

GRANTEE - FEDERAL ID NUMBER (F.E.I.N.) 52-8000806	GRANT AGREEMENT DATE (Execution Date on the Signature Page)	DISBURSEMENT REQUEST NUMBER 1	TOTAL GRANT DISBURSEMENT RECEIVED TO DATE \$0.00	AMOUNT REQUESTED THIS DISBURSEMENT \$12,500.00
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NAME AND ADDRESS OF GRANTEE
City of Salisbury - 125 N. Division Street, Salisbury, MD 21801

NAME & TELEPHONE # OF GRANTEE CONTACT
Ms. Nancy Talbott - (410)341-9550/ntalbott@salisbury.md

LINE ITEM #	USE OF FUNDS (Budget line items should match the approved budget in the grant agreement)	MHAA GRANT FUNDS AWARDED	GRANTEE REQUIRED CONTRIBUTION BUDGETED*		GRANTEE REQUIRED CONTRIBUTION EXPENDED TO DATE*		OTHER PROJECT COSTS BUDGETED	OTHER PROJECT COSTS EXPENDED TO DATE	BUDGETED TOTAL PROJECT COSTS	ACTUAL TOTAL PROJECT COSTS
			CASH	IN-KIND	CASH	IN-KIND				
1										
TOTAL:		\$	\$	\$	\$	\$	\$	\$	\$	\$

*Grantee agrees to provide funding in an amount not less than the amount of the MHAA Grant. Grantee's cash contribution must be in an amount equal to no less than 75% of the Grant amount. As part of the Grantee's Final Report, Grantees must provide financial documentation to MHAA of all expenditures of MHAA grant funds and all cash and in-kind contributions utilized to meet these requirements.

CERTIFICATION

I certify that this request for payment is made in accordance with the terms and conditions of the Grant Agreement with the Maryland Heritage Areas Authority, and the amount requested is correct. Furthermore, I certify that the representations, certifications, and other matters contained in the Grant Agreement dated _____ are and remain true and complete in all material respects as of the date of this request for disbursement.

Authorized Signature _____ Title _____ Date _____

STATE USE ONLY	Date Received	Amount Approved	Payment Reviewed By	Payment Approved By	PCA Code
			Assistant Grants Manager, MHT	Fiscal Manager, MHT	41530

**MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM
GRANT AGREEMENT**

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland as part of the Department of Planning of the State of Maryland (“**MHAA**”) and City of Salisbury, a local government organized and existing under the laws of Maryland, with its principal office located at 125 N Division Street, Salisbury, MD 21801 (the “**Grantee**”).

RECITALS

- A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the “**Act**”) and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the “**Regulations**”) to make grants from the Maryland Heritage Areas Authority Financing Fund (the “**Fund**”) to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, integration, marketing, or programming of certified heritage areas (the “**Program**”);
- B. Grantee has applied to MHAA for a grant from the Program for the project described herein (the “**Grant Application**”); and
- C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act and the Regulations, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$50,000.00 (the “**Grant**”) for the activities set forth and described in **Exhibit A** of this Agreement (the “**Project**”), as further described in the attached **Exhibit A – Project Requirements** (the “**Scope of Work**”). Grantee shall use the Grant only for the activities authorized in **Exhibit A**, and shall operate the Project in accordance with the Act, the Regulations and the terms and conditions of this Agreement.
- b. Grant Term. This Agreement is effective as of the date it is executed by MHAA (the “**Effective Date**”), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA’s receipt and approval of the Final Report as set forth in Section 7.c of this Agreement (the “**Termination Date**”).
- c. Project Timetable. Grantee may commence on the Project Commencement Date and shall diligently pursue completion of the Project by the Project Completion Date set forth in the **Exhibit A** (the “**Project Timetable**”).
- d. Extensions. At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA’s satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email, and shall be

deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered.

2. Grantee's Contribution; MHAA's Project Monitor.

- a. Grantee shall provide an equity contribution to the Project in an amount at least equal to the Grant, either in the form of cash, or a combination of cash in an amount not less than 75% of the Grant and an in-kind contribution equivalent to not less than the remainder of the Grant, which contribution must be satisfactory to MHAA (the "**Grantee's Contribution**"), and as further described in the budget set forth in **Exhibit B** (the "**Project Budget**"). Grantee's Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee's Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee's Contribution. If the source of equity comprising Grantee's Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section.
- b. The MHAA staff member set forth in Section 13.a of this Agreement shall serve as the project monitor for this Project (the "**Project Monitor**").

3. Grant Documents.

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

- a. This Agreement;
- b. An Assurance of Compliance (**Attachment 1**), unless Grantee is a religious organization;
- c. If Grantee is a religious organization, a Fair Practices Certification (**Attachment 1**);
- d. If Grantee is a business entity, a Contract Affidavit (**Attachment 2**); and
- e. Any other document or instrument that may be required by MHAA.

4. Expenditure of Grant Proceeds.

All Grant funds shall be expended on or before the Project Completion Date.

- a. Grantee shall expend the Grant in accordance with the Project Budget. Grantee is permitted to make minor transfers between budget line items in the Project Budget totaling no more than 10% of the amount of the Grant without the prior written consent of the Project Monitor. Changes in funds allocation that exceed 10% of the Grant amount must have prior written approval from the Project Monitor.

- b. All costs incurred by Grantee before the Effective Date of this Agreement and before MHAA's approval of the release of the Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement. Grantee may incur Project expenses commencing on the Project Commencement Date.
- c. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.
- d. MHAA must approve changes to the Project Budget as noted in paragraph 4.a above, the Scope of Work, the Project Timetable, or any other term of this Agreement.

5. **Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MHAA shall disburse the Grant to Grantee pursuant to the schedule attached hereto in **Exhibit A** (the "**Disbursement Schedule**"). Disbursements will be made, as the Project progresses, based upon requests for disbursement (a "**Request for Disbursement**") submitted by Grantee through the online grants software system of the Maryland Historical Trust (MHT). All Requests for Disbursement shall be satisfactory to MHAA, and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.
- b. MHAA shall not disburse the Grant until Grantee has complied with the following conditions:
 - (i) Grantee has complied with the applicable Special Conditions, as set forth in **Exhibit A** to this Agreement, and all other terms and conditions of the Grant as required by MHAA to MHAA's satisfaction; and
 - (ii) If Grantee is a business entity or a nonprofit organization, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and be in good standing or duly registered to do business in the State with the Maryland Department of Assessments and Taxation.
- c. The final disbursement of Grant funds will be disbursed to Grantee in accordance with Request for Disbursement upon:
 - (i) Grantee's completion of the Project to the satisfaction of MHAA;
 - (ii) Grantee's submission of a Final Report (as defined in Section 7) on or before the due date set forth in the Project Timetable (the "**Final Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project; and

- (iii) Grantee's submission of final financial documentation of the Grant, satisfactory in form and content to MHAA.
- d. Requests for Disbursement will be processed within approximately forty-five (45) days from MHAA's approval of a complete Request for Disbursement. The Requests for Disbursement shall not exceed the eligible costs approved by MHAA. In its sole discretion, MHAA may disburse funds for eligible costs anticipated to be incurred.
- e. All Requests for Disbursement of Grant funds shall be submitted through MHT's online grants software system. Grantee shall provide additional supporting documentation as MHAA may require from time to time.
- f. MHAA has the right to withhold disbursements of Grant funds if at any time MHAA determines in its sole discretion that Grantee is in default under this Agreement.

6. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project which, in MHAA's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
 - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;
 - (viii) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date; or

- (ix) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.
- b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
 - (i) Reduce the amount of the Grant or withhold disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MHAA's termination of the Agreement:
 - (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
 - (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement; and
 - (iv) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

7. **Records and Reports.**

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.
- b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 5 years after either the

date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.

- c. Grantee shall provide MHAA with a progress report (the "**Mid-Project Report**") and a Project completion report (the "**Final Report**") in the forms provided by MHAA and as further described in Exhibit A - Reporting. These reports shall contain information about work accomplished and problems encountered, expenditures made against the Project Budget, and include a Request for Disbursement, if applicable. Reports are due on the dates set forth in the Project Timetable.
- d. Upon request of MHAA, Grantee shall provide MHAA with copies of any audits relating to the Grant proceeds performed on Grantee's records by any other entity.
- e. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

8. General and Special Covenants.

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- c. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.

9. Grantee's Support Acknowledgments.

With respect to all Project related (i) public events such as press releases, interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as programs, videos and/or slide/tape productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

- a. Grantee shall notify MHAA in a timely manner of any public events relating to the Project, and shall provide MHAA an opportunity to participate in the event, at the MHAA's discretion.
- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

This Project has been financed in part with State Funds from the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

- c. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area support identifying the name of the local heritage area, along with the logo of the local heritage area.
- d. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.

10. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

- a. If applicable, Grantee is duly organized and validly exists under the laws of Maryland and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;

- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or
 - (ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
 - (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - (ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - (iii) The Governor's Code of Fair Practices, as amended;
 - (iv) Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation,

marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA; and

- (v) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

12. Indemnification.

Grantee releases MHAA from, agrees that MHAA shall not have any liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

13. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Jennifer Ruffner, Project Monitor

- b. Communications to Grantee shall be mailed to:

Miss Nancy Talbott
Grants Specialist
125 N Division Street
Salisbury, MD 21801

14. Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

15. **Amendment.** Except as provided in Paragraph 1.d. above, this Agreement or any part hereof, may be amended from time to time upon (i) written or emailed request for amendment from Grantee and written or emailed approval of the request by MHAA and (ii) a written instrument executed by both of the parties.
16. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.
17. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
19. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
20. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
21. **Costs.** Grantee shall bear all costs incident to the Grant including Grantee's attorneys' fees, if any.
22. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.
23. **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.
24. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

WITNESS our hands and seals, all as of the Effective Date.

ATTEST/WITNESS:

GRANTEE: CITY OF SALISBURY

(Signature)

By: _____(SEAL)

Name: _____

Title: _____



WIT

MARYLAND HERITAGE AREAS AUTHORITY

(Signature)

By: _____

Jeffery Cann
Assistant Secretary for Operations, Department of Planning
Designee for Chairman
Maryland Heritage Areas Authority

Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal
sufficiency this _____ day of
_____, 20__

Assistant Attorney General

- Attachments:
- | | |
|--------------|-------------------------|
| Exhibit A | Project Requirements |
| Exhibit B | Project Budget |
| Attachment 1 | Assurance of Compliance |

WITNESS our hands and seals, all as of the Effective Date.

ATTEST/WITNESS:

GRANTEE: CITY OF SALISBURY

(Signature)

By: _____ (SEAL)

Name: _____

Title: _____



WI

MARYLAND HERITAGE AREAS AUTHORITY

(Signature)

By: _____

Jeffery Cann
Assistant Secretary for Operations, Department of Planning
Designee for Chairman
Maryland Heritage Areas Authority

Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal
sufficiency this _____ day of
_____, 20__

Assistant Attorney General

Attachments:

- Exhibit A Project Requirements
- Exhibit B Project Budget
- Attachment 1 Assurance of Compliance

EXHIBIT A
PROJECT REQUIREMENTS

SCOPE OF WORK

Grant funds and Grantee’s Contribution will be used by the Grantee as follows:

Project Summary:

This Project involves the hosting of the 78th National Folk Festival, in Salisbury, Maryland. Grant funds will support: artisan fees; stage rental; sound/audio/lighting rental; golf cart rental; purchase and/or rental of tents, tables, chairs, and portable toilets; purchase of supplies; purchase of a storage trailer; and production and fabrication of wayfinding signage. Grantee Contributions will support: artisan fees; rental of tents; purchase of supplies; production and fabrication of wayfinding signage; purchase of a storage trailer; and volunteer support.

The scope of work is further described in **Exhibit B** – Project Budget.

PROJECT TIMETABLE

7/12/2018	“ PROJECT COMMENCEMENT DATE ”: Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee’s Contribution may be used for costs incurred on or after this date.
12/28/2018	“ MID-PROJECT REPORT DUE DATE ”: Grantee must submit online a Mid-Project Report (as described in Section 7 of the Agreement and <u>Exhibit A – Reporting</u>), including all required financial documentation with a completed Request for Disbursement.
7/31/2019	“ PROJECT COMPLETION DATE ”: All work items detailed in <u>Exhibit A</u> completed. All Grant funds expended.
10/31/2019	“ FINAL REPORT DUE DATE ”: Grantee must submit to Project Monitor a Final Report (as described in <u>Exhibit A – Reporting</u>), including all Project deliverables as well as all required financial documentation with a completed Final Request for Disbursement. Failure to submit the Final Report may result in the forfeiture and/or recapture of Grant funds.

SPECIAL CONDITIONS

1. Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee’s Contribution may be used for costs incurred on or after July 12, 2018.

2. Grantee shall obtain review and approval from MHAA of the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

3. Grantee shall obtain review and approval from MHAA of materials such as brochures, videos and/or slide/tape productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Funds under the Grant prior to production of those materials.

GRANTEE'S CONTRIBUTION

Grantee shall provide Grantee's Contribution in an amount not less than the amount of the MHAA Grant. The cash portion of Grantee's Contribution must be in an amount equal to no less than 75% of the Grant amount. As part of Grantee's Final Report, Grantee must provide financial documentation to MHAA of all expenditures of MHAA Grant funds and all expenditures of Grantee's Contribution.

MHAA GRANT	\$50,000.00
GRANTEE'S REQUIRED CASH CONTRIBUTION	\$40,500.00
GRANTEE'S REQUIRED IN-KIND CONTRIBUTION	\$9,500.00
GRANTEE'S TOTAL REQUIRED CONTRIBUTION	\$50,000.00

DISBURSEMENT SCHEDULE

Pursuant to Section 5 of the Agreement, MHAA shall disburse Grant funds on a reimbursement basis, upon MHAA's approval of a complete Request for Disbursement submitted through MHT's online grants software system.

Provided that the Grantee is not in default under this Agreement, MHAA shall make payment to the Grantee on the following schedule, contingent upon completion and submission of Requests for Disbursement that are satisfactory in form and content to MHAA:

1. The First disbursement shall be 25% of the Grant and will be disbursed to the Grantee within 45 days of the Effective Date of this Agreement and receipt of a completed Request for Disbursement;
2. The Second disbursement shall be an amount up to 50% of the Grant and may be disbursed subject to Grantee's submittal of:
 - i. A Mid-Project Progress Report satisfactory in form and content to MHAA;
 - ii. Documentation that the Grantee has incurred approved Project costs that equal 50% of the total amount of the Grant and 50% of Grantee's Contribution, satisfactory in form and content to MHAA; and
 - iii. A completed Request for Disbursement, including an accounting of total actual expenditures to date on approved Project costs.

3. MHAA reserves the right not to disburse Grant funds if Grantee has not incurred approved Project costs equal to the amount stated in the Request for Disbursement, plus the required expenditure of Grantee's Contribution.
4. The final Request for Disbursement shall be an amount not to exceed the remaining balance of undisbursed Grant funds, and may be disbursed subject to Grantee's submittal of:
 - i. A Final Report satisfactory in form and content to MHAA;
 - ii. Documentation of expenditure of Grant funds in an amount equal to the Final Request for Disbursement on approved Project costs, satisfactory in form and content to MHAA;
 - iii. Documentation of expenditure of the total Grantee's Contribution on approved Project costs, satisfactory in form and content to MHAA;
 - iv. Final deliverables, as may be required under the Agreement, satisfactory in form and content to MHAA; and
 - v. A completed Request for Disbursement including an accounting of total actual expenditures to date on approved Project costs.

REPORTING

1. The Grantee will submit Project reports through MHT's online grants software system according to the Project Timetable as set forth in **Exhibit A – Project Timetable**. Progress reports on the Project will identify work completed, work still in progress and work newly initiated during the report period. The reports shall assess whether the Project Timetable is being met, projected work units by time periods are being accomplished, or other performance goals are being achieved. These reports should compare, from Project commencement to date, actual accomplishments to established goals, and actual costs incurred to established Project Budget by cost categories. If necessary, the Grantee should explain why goals are not being met or cost overruns or high unit costs were incurred and what actions have been taken or are contemplated to complete the Project on schedule and within budget. The Grantee should also identify any problems, delays or adverse conditions which would materially affect planned performance as well as any favorable conditions which would allow for the completion of more work units than originally projected.
2. Either MHAA or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
3. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable as set forth in **Exhibit A – Project Timetable** of this Agreement, the Grantee shall notify the Project Monitor to determine what actions need to be taken.
4. The Grantee shall furnish to MHAA a Final Report through MHT's online grants software system, according to the Project Timetable set forth in **Exhibit A – Project Timetable**, which must be approved by

MHAA prior to the release of the final disbursement of Grant funds. The Final Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the Grant period. Incomplete reports will be returned, and Grant funds withheld until MHAA's approval of the Final Report. The Final Report shall contain the following:

- i. Brief discussion of the major work items specified in the Scope of Work, Project Budget, and Project Timetable.
- ii. An evaluation of the Grantee's effectiveness in carrying out the work items specified in the Scope of Work, Project Budget, and Project Timetable.
- iii. A final Request for Disbursement with all requested documentation to support expenditures of Grant funds and Grantee's Contribution.

Exhibit B

PROJECT BUDGET

Line Item No.	Work Item (Description)	Grant Funds	Grantee Contribution		Other Project Costs	Total Project Cost
			Grantee Cash Match	Grantee In-Kind Match		
1	Artisan Fees	\$12,000.00	\$10,000.00			\$22,000.00
2	Stage Rental	\$5,000.00				\$5,000.00
3	Sound/Audio/Lighting	\$8,500.00				\$8,500.00
4	Golf Cart Rental	\$5,000.00				\$5,000.00
5	Tents	\$3,500.00	\$10,000.00			\$13,500.00
6	Tables	\$500.00				\$500.00
7	Chairs	\$1,325.00				\$1,325.00
8	Portable Toilets	\$1,175.00				\$1,175.00
9	Supplies	\$3,000.00	\$3,000.00			\$6,000.00
10	Storage Trailer				\$7,500.00	\$7,500.00
11	Wayfinding Signage	\$10,000.00	\$17,500.00			\$27,500.00
12	Volunteer Support (45 volunteers covering 355 hours x 26.79)			\$9,500.00	\$10.45	\$9,510.45
TOTALS		\$50,000.00	\$40,500.00	\$9,500.00	\$7,510.45	\$107,510.45
			Total Match	\$50,000.00		

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

City of Salisbury (hereinafter called "Grantee"), having its principal address at 125 N Division Street, Salisbury, MD 21801.

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "Acts"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Article 49B of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

I. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

J. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: **CITY OF SALISBURY**

(Signature)

By: _____

Name: _____

Title: _____



GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this ____ day of _____, 20 __, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: **CITY OF SALISBURY**

(Signature)

By: _____

Name: _____

Title: _____

