

ORDINANCE NO. 2582

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MARYLAND DEPARTMENT OF PLANNING FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$19,810 AND APPROVING A BUDGET AMENDMENT TO APPROPRIATE THE GRANT FUNDS FOR THE CITY OF SALISBURY 2020 CENSUS OUTREACH ACTIVITIES.

WHEREAS, the Maryland Department of Planning (MDP) received a general fund appropriation in the FY 2020 State Budget for funds to establish the 2020 Census Grant Program; and

WHEREAS, the purpose of the 2020 Census Grant Program is to provide grants to Maryland local governments and nonprofit organizations to support community outreach activities prior to and during the 2020 Census; and

WHEREAS, the accurate counting of the population of the State and its local jurisdictions and the collection of basic demographic and housing information has a direct impact on the distribution of Federal resources; and

WHEREAS, an accurate and equitable distribution of Federal resources is critical to the future of the State of Maryland and the City of Salisbury; and

WHEREAS, the MDP has awarded a 2020 Census Grant to the City of Salisbury, which provides funding in the amount of \$19,810 for 2020 Census Outreach Activities; and

WHEREAS, the City of Salisbury must enter into a grant agreement with MDP 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 Mayor Jacob R. Day is hereby authorized to enter

into a grant agreement with the Maryland Department of Planning to accept grant funds in the amount of \$19,810.00.

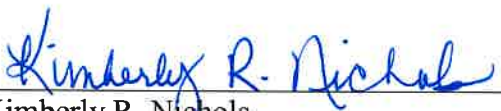
BE IT FURTHER ORDAINED THAT the City's Grant Fund Budget be amended as follows:


- 1) Increase the 2020 Census Grant Revenue Account (10500-425119-XXXXX) by \$19,810
- 2) Increase the 2020 Census Grant Expense Account (10500-546006-XXXXX) by \$19,810

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

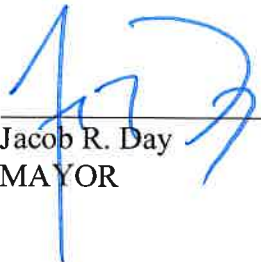
THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 10<sup>th</sup> day of February, 2020, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 18<sup>th</sup> day of February, 2020.

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols  
CITY CLERK

  
\_\_\_\_\_  
John R. Heath  
COUNCIL PRESIDENT

APPROVED BY ME THIS  
18<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
Jacob R. Day  
MAYOR

# Finance Department / HCDD

## MEMO

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**To: Keith Cordrey**

**From: Deborah Stam**

**Subject: Ordinance – Budget Amendment – Acceptance of 2020 Census Grant – Outreach Activities**

**Date: January 29, 2020**

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The City of Salisbury submitted a grant application to the Maryland Department of Planning (MDP) for funding from the 2020 Census Grant Program in order to support community outreach activities prior to and during the 2020 Census.

The City has been awarded \$19,810 in 2020 Census Grant Program funds, which will be utilized to conduct the 2020 Census outreach activities. The grant agreement has been received from MDP/MHT, has been executed by the City, and returned to the State for further processing. Attached is a copy of the grant agreement with City signatures.

Also attached is the Ordinance approving a budget amendment of the grant fund to appropriate the 2020 Census Grant Program funds that have been awarded for Census outreach activities.

Please forward this information to the City Council to be placed on their agenda for first reading at the February 10, 2020 meeting, and second reading / final passage at the February 24, 2020 meeting. Thank you for your assistance.



Deborah J. Stam  
Grants Manager  
Finance Department / HCDD

**Attachments**

CC: Julia Glanz  
Olga Butar  
Kim Nichols  
Kristine Devine



## 2020 CENSUS GRANT PROGRAM

### GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b), by and between the Maryland Department of Planning, a principal department of the State of Maryland (“**MDP**” or “**Planning**”), acting in coordination with, and as authorized by, the 2020 Census Grant Program Panel (the “**Grant Panel**”), and City of Salisbury, a local government organized and existing under the laws of the State of Maryland with its principal office located at 125 N. Division Street, Salisbury, MD 21801 (the “**Grantee**”).

### RECITALS

1. As included in the Fiscal Year 2020 Budget Bill for the State of Maryland (the “**State**”), MDP received a \$5,000,000 general fund appropriation in Fiscal Year 2020 (the “**Appropriation**”) to implement Chapter 18 of the 2018 Laws of Maryland (the “**Act**”), enacted on April 5, 2018 and effective June 1, 2018, establishing the 2020 Census Grant Program (the “**Program**”). The purpose of the Program is to provide Appropriation-funded grants to Maryland local governments and nonprofit organizations to support during the 2020 Census the accurate counting of the population of the State and its local jurisdictions and the collection of basic demographic and housing information.
2. In reliance upon the information and the representations contained in Grantee’s proposal dated December 20, 2019 (the “**Grant Application**”), the Secretary of Planning has determined that the project proposed in the Grant Application is consistent with the provisions of the Act. Based on this determination, the Secretary has awarded a Program grant to Grantee for the project on terms and conditions set forth in this Agreement. Accept as is revised or altered by the terms of this Agreement, the Grant Application is incorporated by reference into this Agreement and made a substantive part hereof.
3. The Program grant will be expended by Grantee in conformity with the requirements and provisions of the Act and the terms and conditions of this Agreement.

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, MDP 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 \$19,810.00 (nineteen thousand eight hundred ten dollars) (the “**Grant**”) to carry out the activities set forth and described in Exhibit A – Project Requirements of this Agreement (the “**Project**”). Grantee shall use the Grant only for the activities authorized in Exhibit A- Scope of

Work (the “**Scope of Work**”), and shall operate the Project in accordance with the Act and the terms and conditions of this Agreement.

- b. Grant Term. This Agreement is effective as of the date it is executed by MDP on behalf of the Grant Panel (the “**Effective Date**”), and unless sooner terminated pursuant to the terms of this Agreement, or by the mutual consent of Grantee and MDP, shall terminate on the Termination Date set forth in Exhibit A-Timetable (the “**Project Timetable**”).
  - c. Project Timetable. Grantee may commence the Project on the Project Commencement Date identified in the Project Timetable, and shall diligently pursue completion of the Project by the Project Completion Date identified in Project Timetable.
  - d. Extensions. At its discretion, MDP may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MDP’s satisfaction that the circumstances warrant such extension. An extension may be offered by MDP 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. Project Monitor. The staff member identified in Section 14.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 MDP:

- a. This Agreement;
- b. An Assurance of Compliance (**Attachment 1**); and
- c. Any other document or instrument that may be required by MDP.

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. Any change to the allocation of funds as authorized in the Project Budget must have prior written approval from the Project Monitor.
- b. Grantee shall not use any portion of the Grant to fund, disperse to, pay, or otherwise finance any 2020 Census-related activities undertaken by any other entity that was awarded a grant under the Program.

- c. Grantee may incur Project expenses commencing on the Project Commencement Date. All costs incurred by Grantee before the Project Commencement Date 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.
- d. 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 proceeds to MDP.
- e. MDP must approve changes to the Project Budget as set forth in Section 4.a. above, the Scope of Work, the Project Timetable, or any other term of this Agreement.
- f. THE GRANTEE SHALL NOT USE ANY PORTION OF THE GRANT TO ENGAGE IN, OR TO ASSIST OR CAUSE OTHERS TO ENGAGE IN, POLITICAL ACTIVITIES, INCLUDING, WITHOUT LIMITATION, USING THE GRANT: (I) FOR THE PURPOSE OR INTENT OF INFLUENCING, INTERFERING WITH, OR AFFECTING THE RESULT OF AN ELECTION OR NOMINATION FOR PUBLIC OFFICE; OR (II) TO DIRECTLY OR INDIRECTLY CONTRIBUTE ANYTHING OF VALUE TO A POLITICAL PARTY, CANDIDATE FOR PUBLIC OFFICE, OR ANY OTHER ENTITY, COMMITTEE, ORGANIZATION, AGENCY OR PERSON FOR POLITICAL PURPOSES. GRANTEE AND ANY AGENTS OF GRANTEE SHALL NOT, WHILE UNDERTAKING THE PROJECT, ENGAGE IN, OR ENGAGE IN ANY CONDUCT THAT COULD REASONABLY BE PERCEIVED AS ENGAGING IN, ANY SUCH POLITICAL ACTIVITIES. NOTWITHSTANDING SECTION 7 OF THIS AGREEMENT, ANY CONDUCT THAT FAILS TO COMPLY WITH THIS PROVISION SHALL BE AN ACT OF DEFAULT AND CAUSE FOR (I) IMMEDIATE TERMINATION OF THIS AGREEMENT AND (II) RECOUPMENT BY MDP OF ALL GRANT FUNDS DISPERSED TO GRANTEE PRIOR TO TERMINATION.

5. **Requirements.**

- a. On or before the Project Commencement Date, Grantee shall obtain all applicable certifications, licenses, permits, and approvals useful or necessary to operate the Project, and shall maintain the same through the Termination Date.
- b. During the term of the Agreement, all work performed in connection with the Project is subject to inspection and approval by MDP or its authorized agents.

6. **Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MDP shall disburse the Grant in two (2) disbursements to Grantee as the Project progresses, based upon requests for disbursement submitted by Grantee to the Project Monitor (a "**Request for Disbursement**"). The final ten (10%) percent of the Grant will be retained by MDP until satisfaction of the conditions set forth in sub clause (d) below (the "**Final Disbursement**"). All Requests for Disbursement shall be satisfactory

to MDP and include such information and documentation in form and content as may be required or requested by MDP. MDP may withhold a disbursement for failure to comply with its requirements or requests.

- b. MDP will not disburse the Grant until Grantee has satisfied all applicable conditions set forth in the Program Guidelines, which are incorporated by reference into this Agreement.
- c. Requests for Disbursement will be processed within approximately forty-five (45) days from MDP's receipt of the request. The Requests for Disbursement shall not exceed the eligible costs incurred and approved by MDP.
- d. The Final Disbursement will be disbursed to Grantee in accordance with a request for final disbursement upon:
  - (i) Grantee's completion of the Project to the satisfaction of MDP;
  - (ii) Grantee's submission of a Project Completion Report (as defined in Section 9) on or before the Project Completion Report Due Date set forth in Project Timetable, in a form acceptable to MDP, which includes information evaluating the effectiveness of the Project; and
  - (iii) Grantee's submission of final documentation of the Grant, satisfactory in form and content to MDP.
- e. All Requests for Disbursement shall be submitted by electronic mail to the Project Monitor. Grantee shall provide additional supporting documentation as MDP may require from time to time.
- f. MDP may withhold disbursement of Grant funds if at any time MDP determines in its sole discretion that Grantee is in default under this Agreement.

**7. 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 inaccurate or 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 MDP'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 in MDP's judgement;
  - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MDP; or
  - (viii) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date.
- b. MDP 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, MDP may:
- (i) Reduce the amount of the Grant or withhold payment of Grantee's next requested disbursement of the Grant;
  - (ii) Demand repayment of the Grant from Grantee in whole, or in part; or
  - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MDP'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) MDP 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, MDP may at any time proceed to protect and enforce all rights available to MDP 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) The occurrence of Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets shall be an event of default under this Agreement, and MDP shall have the right to terminate this Agreement immediately.

**8. Records and Reports.**

- a. Grantee and any subgrantees, contractors, or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MDP 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 MDP'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 MDP upon request.
- b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MDP for inspection for up to five (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 MDP with a project completion report (the "**Project Completion Report**"), in the form provided by MDP and further described in **Exhibit A – Reports**. The Project Completion Report is due by the Project Completion Report Due Date identified in the Project Timetable.
- d. Upon MDP's request, Grantee shall provide MDP with copies of any audits performed on Grantee's records by any other entity.
- e. In addition to the requirements set forth above, Grantee shall provide MDP with such additional records, reports, and other documentation as may be required by MDP.

**9. General and Special Covenants.**

- a. 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.
- b. 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 MDP 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.

- c. Grantee is expressly prohibited from supplanting the Grant funding. Existing funds for the Project activities may not be displaced by the Grant funds and reallocated for Grantee's other organizational expenses. The Grant funds must be used to supplement Grantee's existing federal, State, local, or non-public funds for Project activities. If a question of supplanting arises, Grantee will be required to substantiate that the reduction in federal, State, local or non-public resources occurred for reasons other than the receipt or expected receipt of the Grant funds.
- d. 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, and any other materials which are developed with the assistance of the Grant:
  - (i) Grantee shall notify MDP in a timely manner of any public events relating to the Project, and shall provide MDP an opportunity to participate in the event, at MDP's discretion.
  - (ii) Grantee, subgrantees, and any consultant hired by Grantee shall, unless exempted from this requirement by the Project Monitor, include on or in any printed materials or online content created in connection with the Project (i) the Maryland 2020 Census logo which can be accessed and downloaded in multiple formats at <https://planning.maryland.gov/MSDC/Pages/census/census-grant-2020.aspx> and (ii) an acknowledgment of State support with the following content:

*This Project has been financed in part with State funds from Maryland's 2020 Census Grant Program. Project content or opinions do not necessarily reflect the views or policies of the State of Maryland or any of its instrumentalities.*

#### **10. Grantee's Certifications.**

By executing the Agreement, Grantee certifies to MDP that:

- a. If applicable, Grantee is duly organized and validly existing under the laws of Maryland, or is duly qualified to do business in 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 Agreement and the Grant Application are and remain 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 MDP's 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; and
  - (iv) The State of Maryland's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MDP.
  - (v) Upon MDP's request, Grantee will submit to MDP 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 MDP.
  - (vi) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

**12. Indemnification.**

Grantee releases MDP and the State from, agrees that MDP and the State shall not have any liability for, and agrees to protect, indemnify, and hold the State Units 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 MDP or the State as a result of or in connection with the Project. All monies expended by the State as a result of such liabilities, suits, actions, claims, demands, and costs incurred in enforcing the Agreement, 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 MDP. This Section shall survive the term of this Agreement.

**13. Insurance.**

- a. Grantee shall obtain general commercial liability, comprehensive public liability, workers' compensation, and other business insurance coverages useful or necessary to carry out the Project, as may be required by MDP, and in the form and amounts required by MDP. If requested by MDP, Grantee must submit evidence of such insurance to the Project Monitor.

- b. Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- c. To the extent applicable, insurance coverage shall be in force prior to the Project Commencement Date and shall contain terms and coverages satisfactory to MDP. Upon request, Grantee shall name the State as an additional insured under the liability or other business insurance policies.
- d. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MDP.

**14. Notices.**

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and may be made by electronic mail. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is either mailed, postage prepaid, or e-mailed, addressed as follows:

- a. Communications to MDP shall be sent to:

Maryland Historical Trust  
100 Community Place  
Crownsville MD 21032  
Attn: Sabrina Roundtree, Assistant Grants Manager  
(w) 410 697-9622  
Email: [sabrina.roundtree@maryland.gov](mailto:sabrina.roundtree@maryland.gov)

or to such other person as may be designated by MDP.

- b. Communications to Grantee shall be mailed to:

Ms. Julia Glanz  
City Administrator, City of Salisbury  
125 North Division Street  
Room 304  
Salisbury, MD 21801

or to such other person as may be designated by Grantee.

- 15. 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 MDP to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

16. **Amendment.** MDP must approve all changes to the Scope of Work, the Project Budget (except as provided in Section 4.a), the Project Timetable, or any other term of this Agreement. Except as provided in Section 1.d. of the Agreement, this Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.
17. **Assignment.** This Agreement may not be assigned without MDP's prior written approval.
18. **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.
19. **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.
20. **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.
21. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
22. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, fees for permits, licenses, insurance, and Grantee's attorneys' fees, if any.
23. **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 MDP to the attention of the Project Monitor.
24. **No Warranty or Representation.** All acts, including any failure to act, relating to the Project, by any agent, representative or designee of the State are performed solely for the benefit of the State to assure the proper expenditure of the Grant and are not for the benefit of any other person.
25. **Voluntary Termination.** MDP 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 MDP, 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 MDP any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

**WITNESS** the hands and seals of MDP and the Grantee, as of the Effective Date.

**ATTEST/WITNESS:**

**CITY OF SALISBURY**

  
(Signature)

By:  (SEAL)  
Name: Julia Blanz  
Title: City Administrator

**WITNESS:**

**MARYLAND DEPARTMENT OF PLANNING**

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date of Execution on behalf of MDP  
(Effective Date)

Approved for form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Assistant Attorney General

Attachments:

- |              |                         |
|--------------|-------------------------|
| Exhibit A    | Project Requirements    |
| Attachment 1 | Assurance of Compliance |

**EXHIBIT A**

**PROJECT REQUIREMENTS**

**SCOPE OF WORK**

Grant funds provided under this Grant Agreement to Grantee shall be used exclusively for outreach efforts that focus on promoting and facilitating responses to the 2020 Census, including for: staff support; design and production of printed materials and social media; advertising; and Census promotional meetings and events including, as related to such meeting and events, supplies, refreshments, rentals, and give-aways.

**PROJECT TIMETABLE**

<b>1/1/2020</b>	<b>“PROJECT COMMENCEMENT DATE”</b> – Date on which eligible Grant funded work on the Project may commence with expectations of reimbursement pursuant to the terms of this Agreement.
<b>6/1/2020</b>	<b>“PROJECT COMPLETION DATE”</b> : All work items detailed in <b><u>Exhibit A</u></b> completed. If applicable, Grantee must submit final Project Deliverables to Project Monitor for review and approval. All Project expenses to be reimbursed by Grant funds must be incurred.
<b>8/1/2020</b>	<b>“PROJECT COMPLETION REPORT DUE DATE”</b> ; <b>FINAL DISBURSEMENT REQUEST</b> ; <b>“TERMINATION DATE”</b> : Grantee must submit to Project Monitor the Project Completion Report (as described in <b><u>Exhibit A - Reports</u></b> ), including satisfactory Project Deliverables, if applicable, as well as all required financial documentation, with a completed Request for Final Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

**DISBURSEMENT SCHEDULE**

Provided that the Grantee is not in default under the Agreement, MDP shall disburse Grant funds on a reimbursement basis pursuant to Section 6 of the Agreement, upon approval by MDP of a complete Request for Disbursement submitted by email to the Project Monitor, or as otherwise directed by the Project Monitor. All Request for Disbursement forms shall be acceptable in form and content to MDP.

1. First Disbursement: 90% of the Grant will be disbursed to the Grantee in a timely manner after execution of this Agreement.



2. **Final Disbursement:** The remaining 10% of the Grant plus any undisbursed amount will be disbursed to the Grantee upon Grantee's submittal of:
  - a. satisfactory Final Project Deliverables as may be required under the Agreement;
  - b. a Project Completion Report satisfactory in form and content to MDP; and
  - c. a completed Request for Final Disbursement that includes: (i) an accounting of total actual expenditures of the Grant funds to date; and (ii) any further information and documentation requested by MDP.

### **REPORTS**

1. Either MDP or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
2. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to or call for a special meeting with the Project Monitor to determine what actions need to be taken.
3. Grantee shall submit the Project Completion Report electronically to the Project Monitor, or as otherwise directed by the Project Monitor, by the Project Completion Report Due Date set forth in the Project Timetable. The Project Completion Report must be approved by MDP prior to the release of the Final Disbursement of Grant funds. The Project Completion Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the Grant term. Incomplete reports will be returned, and Grant funds withheld, until all requested corrections are made. The Project Completion Report shall contain the following information:
  - a. One (1) copy of the Project Completion Report with all Project Deliverables, if applicable; and
  - b. A Request for Final Disbursement in form acceptable to MDP with all required or requested information and documentation to support expenditures of all Grant funds and Grantee's Contribution.

**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. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights 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 MDP shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;
- H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;
- I. 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);
- J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;
- K. 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.

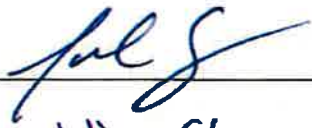
GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this 28 day of January, 2020 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 MDP. 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:

  
(Signature)

GRANTEE: CITY OF SALISBURY

By:   
Name: Julia Glanz  
Title: City Administrator