

ORDINANCE NO. 2606

AN ORDINANCE OF THE CITY OF SALISBURY ACCEPTING GRANT FUNDS FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, A PRINCIPAL DEPARTMENT OF THE STATE OF MARYLAND (“DHCD”) AND AMENDING THE FY2020 BUDGET TO ALLOW FOR THE TRANSFER OF UP TO \$24,494.66 OF THE FUNDS TO THE SALISBURY ARTS AND ENTERTAINMENT DISTRICT, INC. C/O THE SALISBURY FOLK FESTIVAL FOR PROCESSING OF APPROVED CATEGORIZED EXPENDITURES CONSISTENT WITH THE GRANT IN CONNECTION WITH THE FOLK FESTIVAL AND TO ALLOW FOR THE EXPENDITURE OF \$12,505.34 FOR THE COVID-19 MICRO-GRANT FUND PROGRAM.

WHEREAS, the City of Salisbury in April 2019 submitted an Operating Assistance Grant to the Department of Housing and Community Development for financial assistance in carrying out community development activities, specifically to include assistance with the National Folk Festival to be held in the City of Salisbury; and

WHEREAS, the City of Salisbury was recently awarded grant funds of \$40,000 by the Department of Housing and Community Development, a principal department of the State of Maryland (“DHCD”) and signed the grant agreement on December 18, 2019; and

WHEREAS, the DHCD authorized the City of Salisbury to disperse grant funds directly to The Salisbury Arts and Entertainment District c/o the National Folk Festival and considered that doing so was an appropriate use of grant funds related to the Folk Festival; and

WHEREAS, invoices and proof of payments to substantiate funds directly transferred to The Salisbury Arts and Entertainment District c/o the National Folk Festival is still required in connection with the grant; and

WHEREAS, the National Council for the Traditional Arts (NCTA), in collaboration with the City of Salisbury announced the postponement of the 2020 National Folk Festival; and

WHEREAS, the National Folk Festival incurred many expenses for the 2020 Festival in advance of the postponement; and

WHEREAS, pursuant to the Operating Agreement between the City of Salisbury and NCTA signed in June of 2017, the City is responsible for the incurred expenses; and

WHEREAS, the City of Salisbury desires to transfer up to \$24,494.66 of grant funds directly to The Salisbury Arts and Entertainment District c/o the National Folk Festival in order to allow the festival to be reimbursed those funds as outlined in the DHCD grant exhibits; and

WHEREAS, \$3,000.00 of the grant funds will also be used to pay the rent for the office space needed for the Salisbury Folk Festival manager; and

WHEREAS, due to the postponement of the 2020 Festival there is money remaining from the

DHCD grant; and

WHEREAS, the City of Salisbury already has in place with The Salisbury Arts and Entertainment District, Inc., a Memorandum of Understanding to assist in the administration of funds for the Salisbury National Folk Festival; and

WHEREAS, the Memorandum of Understanding shall be amended by adding in a specific requirement for The Salisbury Arts and Entertainment District, Inc. to require it to provide full financial reporting in accordance with the DHCD grant to ensure that all grant requirements are followed and not violated, which shall also include indemnification language to protect the City of Salisbury; and

WHEREAS, the City of Salisbury has submitted a reallocation plan for \$12,505.34 of the remaining funds to be used in conjunction with a COVID-19 business related micro-grant program; and

WHEREAS, DHCD is currently reviewing reallocation plans for the remaining funds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the DHCD grant award of \$40,000.00 is hereby accepted by the City of Salisbury and that the grant funds shall be utilized by the City of Salisbury in accordance with the terms and conditions of the grant to include permission for the City of Salisbury to transfer \$24,494.66 from the grant to The Salisbury Arts and Entertainment District, Inc. for use in connection with the Salisbury Folk Festival as outlined in the grant award; that \$3,000.00 be transferred for the payment of office space rent for the Folk Festival manager; and that \$12,505.34 from the grant be authorized for use as part of the COVID-19 Micro-grant program.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL THAT an amendment to the Memorandum of Understanding with The Salisbury Arts and Entertainment District, Inc. to identify the DHCD grant funds is also approved.


AND BE IT FURTHER ORDAINED BY THE CITY COUNCIL THAT the FY2020 budget is hereby amended as follows:

1. Increase the MD Dept of Housing Community Development Revenue Account (10500-423601-730xx) by \$40,000.00
2. Increase the Office – Rent Expense Account (1500-554400-730xx) by \$3,000.00
3. Increase the Subrecipient – SBY A & E Expense Account (10500-569301-730xx) by \$24,494.66
4. Increase the COVID-19 Micro-Grant Program Expense Account (10500-546006-730xx) by \$12,505.34

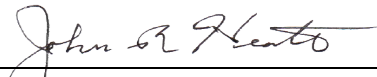
AND BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on the 22nd day of June, 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 13th day of July, 2020.

ATTEST:



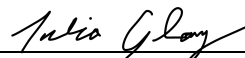
Kimberly R. Nichols
City Clerk



John R. Heath, President
Salisbury City Council

APPROVED BY ME THIS:

20 day of July, 2020



Julia Glanz, City Administrator
for and with the authority of
Jacob R. Day, Mayor



MEMORANDUM

To: Andy Kitzrow
Julia Glanz, City Administrator

From: Laura Soper, Director of Business Development

Subject: Main Street Improvement Grant

Date: 5/21/20

Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Main Street Improvement Grant program. This funding, in the amount of \$40,000, was originally purposed for the 2020 National Folk Festival and to fund stipends for the various coordinators associated with the Festival, their work expenses, and some office expenses for the Local National Folk Festival Manager. However, due to the postponement of the 80th National Folk Festival, the Department of Housing and Community Development is reviewing a reallocation plan submitted by the City of Salisbury.

Under the reallocation plan, \$24,494.66 would be reimbursed for expenses already incurred by the FY20 National Folk Festival. \$3,000 would go towards the office rent for the Director of the National Folk Festival. And the remaining \$12,505.34 would be reallocated to a COVID-19 Microgrant program.

The National Folk Festival uses the Arts Entertainment's non-profit status to accept donations, sponsorships, and to make payments. Since this is the case, we received written approval from DHCD to shift some of these funds to the National Folk Festival bank account c/o the Salisbury Arts and Entertainment District. The Local Manager will be required to follow all stipulations of the Grant Agreement when expending the funds and the City will need to sign an amendment to the MOU with the Arts & Entertainment District c/o the National Folk Festival to transfer these funds.

Included is the proposed MOU, Grant Agreement, and a spreadsheet of the previously proposed budget and new proposed budget and uses.

USES OF FUNDS		SOURCES OF FUNDS						TOTALS
	Funds Spent (or will be spent)	DHCD	FUNDS LEFT	REALLOCATE	REALLOCATE TO PROJECT	NEW BUDGET	Grantee	
NFF – Sby Local Manager Salary & Benefits							\$65,761.05	
NFF Licensing Fees & Expenses							\$145,000.00	
Office space for NFF Manager	\$3,000.00	\$3,000.00	\$0.00	\$0.00	Keep as is	\$3,000.00		
Office supplies	\$1,000.00	\$1,000.00	\$0.00	\$0.00	Keep as is	\$1,000.00		
Volunteer Coordinator – 2 (\$3,500 each)	\$0.00	\$7,000.00	\$7,000.00	\$7,000.00	Development Coordinator Expense	\$0.00		
Food Vendor Coordinator	\$1,364.00	\$4,000.00	\$2,636.00	\$2,636.00	Downtown Micro-grant Program	\$1,364.00		
Food Vendor Assistants – 6 (\$750 each)	\$0.00	\$4,500.00	\$4,500.00	\$4,500.00	Downtown Micro-grant Program	\$0.00		
Marketplace Coordinator	\$1,000.00	\$3,000.00	\$2,000.00	\$2,000.00	Downtown Micro-grant Program	\$1,000.00		
Transportation Coordinator	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	Downtown Micro-grant Program	\$0.00		
School Shows Coordinator	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	Development Coordinator Expense	\$0.00		
Development Coordinator	\$9,000.00	\$10,000.00	\$1,000.00	\$0.00	Keep as is, plus increase	\$18,000.00		
Miscellaneous Coordinator Expenses (\$1,000 for volunteer, \$1000 for transportation)	\$930.66	\$2,000.00	\$1,069.34	\$1,069.34	Downtown Micro-grant Program	\$930.66		
Social Media Marketing – attract vendors and artists	\$0.00	\$800.00	\$800.00	\$800.00	Downtown Micro-grant Program	\$0.00		
Print marketing - attract vendors and artists	\$600.00	\$600.00	\$0.00	\$0.00	Keep as is	\$600.00		
Website maintenance fee (\$100/month Oct-May, \$250/month June – Sept)	\$700.00	\$1,600.00	\$900.00	\$0.00	Keep as is	\$1,600.00		
Downtown COVID-19 Microgrant Program					New line item	\$12,505.34		
TOTALS	\$17,594.66	\$40,000.00	\$22,405.34	\$20,505.34		\$40,000.00	\$210,761.05	\$333,671.73

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") entered into as of the Effective Date (as hereinafter defined), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**") and the CITY OF SALISBURY (the "**Grantee**").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("**COMAR**") 05.11.01; and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities;

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government; and

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 22, 2019 (the "**Application**"), DHCD has approved an award of **MIP Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. **Specific Purpose.** The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").

2. **Grant Amount.**

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the "Budget") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the "Grant Period"). The Grant Period is deemed to commence on the Effective Date.

5. Expenditure of the Grant. Grantee agrees to use the Grant funds only for the approved Project. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds under the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however to any special conditions set forth in Exhibit C.

(e) Disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each periodic disbursement request all costs for which payment is requested.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if DHCD, in its sole discretion, determines that a disbursement would materially benefit the Project and help the Grantee accomplish the Project Activities.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if in the sole discretion of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total

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amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not performing to the satisfaction of DHCD.

(h) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or other State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities and matching source of funds set forth in the Budget; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD in its sole discretion may:

- (i) Reduce or withhold payment in response to Grantee's next disbursement request;
- (ii) Demand repayment from Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports: Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 5 years following termination of this Agreement.

(b) Quarterly Progress Reports. Grantee shall provide DHCD with quarterly progress reports on each of January 1, April 1, July 1, and October 1, in a form to be provided by DHCD, which shall contain information about the progress of the Grantee in relation to the Project, and Grantee's organizational goals, problems encountered, expenditures made against the Budget, and a projection of

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revenues required for the next quarter, including a disbursement request, if applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the "Final Report") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

- (i) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and
- (ii) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is either a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, 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 the 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) No member, officer, or employee of Grantee, or its designees or agents, no consultants, no member of the governing body of Grantee, and no other public official of Grantee who exercises or has exercised any functions or responsibilities over the Project shall have or obtain a personal or financial interest or benefit from the activities under the Project, or have an interest in any contract, subcontract, or agreement with respect herewith;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) 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 to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit other to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws 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, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Awardee receives financial or technical assistance from the Department, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) The Department's Minority Business Enterprise Program, as amended;

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(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that the Department shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable Federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest 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 DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State, and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 et seq. of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA Act"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA Act. Requests for disclosure of information made pursuant to the PIA Act are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA Act.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. 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 DHCD shall be mailed to:
Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Christine McPherson, Project Manager

(b) Communication to Grantee shall be mailed to:
City of Salisbury
125 N. Division Street
Salisbury, MD 21801
Attn: Laura Soper, Director of Business Development

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

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19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of laws provisions.

20. Effective Date. This Agreement is effective as of the date of its execution by DHCD (the "Effective Date").

21. CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

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IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

Ronna's Day

By: [Signature] (SEAL)

Name: Julia Glanz

Title: Town Administrator

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: [Signature] (SEAL)

[Signature] Assistant Secretary
Division of Neighborhood Revitalization

12/18/19

Effective Date

Approved for form
and legal sufficiency

[Signature]

Assistant Attorney General

Exhibit A - Description of the Project Activities

Exhibit B - Project Budget

Exhibit C - Special Conditions

EXHIBIT A**OPERATING ASSISTANCE GRANT PROGRAM****SCOPE OF SERVICES**

As more fully described in Grantee's application for funds
dated April 22, 2019

GRANTEE: City of Salisbury

PROJECT ADDRESS: 125 N. Division Street Salisbury, MD 21801

GRANT AMOUNT: \$40,000

USE OF FUNDS: Funds will be used to support costs associated with staffing and programs related to event logistics and planning for the National Folk Festival.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	<u>Amount</u>	<u>Value Derivation</u>
City of Salisbury	\$210,761.05	Cash

EXHIBIT B
OPERATING ASSISTANCE GRANT PROGRAM
PROJECT BUDGET

USES OF FUNDS	DHCD	Grantee	TOTALS
Office Space for National Folk Festival Manager	\$3,000		\$3,000
Office Supplies	\$1,000		\$1,000
Volunteer Coordinator – 2 (\$3,500 each)	\$7,000		\$7,000
Food Vendor Coordinator	\$4,000		\$4,000
Food Vendor Assistant – 6 (\$750 each)	\$4,500		\$4,500
Marketplace Coordinator	\$3,000		\$3,000
Transportation Coordinator	\$1,500		\$1,500
School Shows Coordinator	\$1,000		\$1,000
Development Coordinator	\$10,000		\$10,000
Miscellaneous Coordinator Expenses (\$1,000 for volunteer, \$1,000 for transportation)	\$2,000		\$2,000
Social Media Marketing – attract vendors and artists	\$800		\$800
Print Marketing – attract vendors and artists	\$600		\$600
Website Maintenance Fee	\$1,600		\$1,600
National Folk Festival – Local Manager Salary & Benefits		\$65,761.05	\$65,761.05
National Folk Festival Fees & Expenses		\$145,000	\$145,000
TOTALS	\$40,000	\$210,761.05	\$250,761.05

EXHIBIT C
OPERATING ASSISTANCE GRANT PROGRAM
SPECIAL CONDITIONS

MEMORANDUM OF UNDERSTANDING

Third Amendment

This Memorandum of Understanding (Amended) made as to this ____ day of _____, 2020 (the "Effective Date"), by and between the City of Salisbury ("City") and The Salisbury Arts and Entertainment District, Inc., a 501(c)(3) organization ("Contractor") to assist in the administration of funds for the Salisbury National Folk Festival ("NFF").

RECITALS

Whereas, the City and Contractor signed a Memorandum of Understanding on November 29, 2017 for administration of funds for the Salisbury National Folk Festival; and

Whereas, the City has received additional grant funds from the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") for use in connection with the Folk Festival; and

Whereas, the City is authorized and desires to transfer up to \$24,494.66 of the DHCD's grant funds for authorized expenditures identified under the DHCD grant to Contractor for allowable expenditures; and

Whereas, Contractor accepts responsibility for financial compliance under the DHCD grant terms and conditions and those contained in the signed Memorandum of Understanding between the parties, including proof of and documentation of all expenditures in compliance with the DHCD grant.

NOW, THEREFORE, in consideration of the mutual promises, recitals and agreements contained herein, and for other good and valuable consideration, the November 29, 2017 Memorandum of Understanding between the parties is amended by adding the following language to Section 8.6:

, and includes the grant agreement between the City and the Department of Housing and Community Development, a principal department of the State of Maryland ("DHCD") dated December 18, 2019 from which up to \$24,494.66 will be provided to Contractor and/or Manager for payment of expenses related to the Folk Festival as outlined in the DHCD grant to the City of Salisbury. Contractor and Manager shall account for all expenses and disbursements in accordance with that grant as required under the terms and conditions of the grant.

WITNESSED BY: THE SALISBURY ARTS AND ENTERTAINMENT DISTRICT, INC.

Name:

Chairperson

ATTEST:

THE CITY OF SALISBURY

Name:

Julia Glanz, City Administrator

Name:

Caroline O'Hare, Local Festival Manager