

AS AMENDED ON FEBRUARY 22, 2021  
ORDINANCE NO. 2654

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF ~~\$130,730.00~~ 183,021.00, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE FUNDS FOR A MAIN STREET BUSINESS RELIEF PROGRAM AND MARKETING SUPPORT.

WHEREAS, the Department of Housing and Community Development (DHCD) created the Maryland Strong Economic Relief Initiative (MD-SERI) to assist Marylanders affected by the disruption of COVID-19; and

WHEREAS, the purpose of the grant program is to provide Main Street organizations a way to apply for funds to assist businesses in the District; and

WHEREAS, the City of Salisbury Office of Business Development submitted a grant application to DHCD for funding to create a Main Street Business Relief Program and Marketing Support program; and

WHEREAS, DHCD has awarded the City funds in the amount of ~~\$130,730.00~~ 183,021.00; and

WHEREAS, the City of Salisbury must enter into a grant agreement with DHCD defining how the funds must be expended; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, THAT the Mayor is hereby authorized to enter into a grant agreement with the Department of Housing & Community Development to accept grant funds in the amount of ~~\$130,730.00~~ 183,021.00.


BE IT FURTHER ORDAINED that the City's Grant Fund Budget be and hereby is amended as follows:

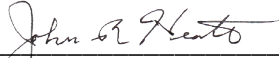
- 1) Increase Department of Housing & Community Development Revenue account (10500-423601-XXXXX) by \$ ~~130,730~~ 183,021
- 2) Increase Business Relief Program Expense account (10500-546006-XXXXX) by ~~\$130,730~~ 183,021

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

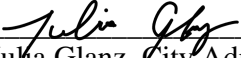
THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on this 8<sup>th</sup> day of February, 2021, and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the 22<sup>nd</sup> day of February, 2021.

**ATTEST:**

  
\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

  
\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS 23 day of February, 2021.

  
\_\_\_\_\_  
Julia Glanz, City Administrator, for and at the direction of  
Jacob R. Day, Mayor

## Memo

To: City Council  
From: Laura Soper  
Date: 1/14/21  
Subject: MD SERI Grant Fund Acceptance

Included in this packet is an Ordinance to accept funding from the MD-SERI Relief Fund. In early November, Governor Hogan announced a \$250 million Maryland Strong Economic Relief Initiative (MD-SERI), to assist Marylanders affected by the disruption of COVID-19. Within the package, \$5 million was earmarked for the 33 Maryland Main Streets, and the 8 Baltimore City Main Street communities. As a designated Main Street community, we swiftly put together an application to bring much needed funding to our businesses.

Ultimately, the City was awarded \$130,730 under the program and will be able to open the grant program immediately once Council approves the acceptance. We anticipate the following timeline for the grant period:

February 15	Grant application period opens to priority applications. Applicants that demonstrate a dire need, past due on bills due or funding on a first come, first served basis for eligible applicants
February 22	Round 2 – open to other eligible applicants, not necessarily show dire need
February 26	Checks disbursed for round 1 applicants
March 1	Round 2 closes
March 5	Checks disbursed for Round 2
Mid-April	City officials follow up with applicants for proof of receipts and use of funds narrative

Grant guidelines and the sample application can be found at [www.salisbury.md/covidmainstgrant](http://www.salisbury.md/covidmainstgrant)



City of  
**Salisbury**  
Jacob R. Day, Mayor

**Total Requested Amount:**

\$330000

**DHCD Email Opt-in**



**Award Agreement to Awardee**

Based upon your application and supporting documentation (collectively, the “Application”) for a Maryland Strong Economic Recovery Initiative (the “Program”) grant to the Maryland Department of Housing and Community Development, a principal department of the State of Maryland (the “Department”), the Department has determined that the entity identified below as the grantee (the “Grantee”) is eligible for a grant in the amount set forth below (the “Grant”) from the State funds allocated to the Department for the Program and federal funds allocated to the Department pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), or from such other source of funds that the Department determines is appropriate.

The "Grantee" and the "Grant" are as follows:

Grant:

\$

Grantee:

City of Salisbury	130,730
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By signing this agreement (this “Agreement”), Grantee agrees as follows:

1. The information set forth in the Application is and remains true and correct.
2. This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee. The person signing this Agreement on behalf of Grantee has the requisite authority to bind Grantee as set forth in this Agreement.
3. Grantee is, and will remain, in compliance with federal, state of Maryland (the “State”), and local laws,

including, but not limited to, all applicable laws prohibiting discrimination in employment, housing, and credit practices on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age.

4. In connection with the Grant and the Application, the Department has the right to audit the books and records of Grantee and Grantee shall give the Department access to Grantee's books and records for a period of 5 years following the disbursement of the Grant proceeds.

5. Within 30 days after Grantee expends the Grant, Grantee shall submit to the Department a final report, in a manner and form to be determined by the Department, that contains the information required by the Department. In addition, Grantee shall provide the Department with such additional records, reports, and other documentation related to the Grant as may be required by the Department.

6. If any information or certification in the Application, in any attachments to the Application, or in this Agreement is false or materially misleading, or Grantee fails to meet the terms set forth in this Agreement, Grantee shall repay the amount of the Grant to the Department. If the Department demands repayment of all or any portion of the Grant under any of the terms of this Agreement and Grantee fails to repay the Grant amount within 15 days after demand for repayment is sent by the Department to Grantee, interest shall accrue on the amount of the unpaid Grant at the rate of 12% per annum beginning on the 15th day after demand was made until the date that the Grant and accrued interest are fully repaid.

7. In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceeding.

8. Grantee certifies that Grantee is (a) a local government that has been designated by the State as a main street organization (a "Designated Main Street Local Government"), or an entity that is Maryland-based or has operational responsibilities for a Maryland-based entity (an "Eligible Entity"); (b) has or will experience financial stress or disrupted operations due to COVID-19 between the period of March 1, 2020 through December 30, 2020 as represented by reduced revenue and/or increased expenses; and (c) is currently operating and open and intends to remain open.

9. If Grantee is an Eligible Entity, Grantee certifies that it (a) (i) has been designated by the State (or by a State-designated local government or Baltimore City) as a main street organization ("Main Street Nonprofit Organizations," and, together with the Designated Main Street Local Governments, the "Designated Main Street Entities"), (ii) is a live performance entertainment venue, a promoter that operates on behalf of live performance entertainment venues, or an independently owned movie theater (each, an "Entertainment Venue"), or (iii) a nonprofit tourism venue ("Tourism Venue"); (b) is in good standing with the Maryland State Department of Assessments and Taxation ("SDAT") or, if a general partnership or sole proprietorship, is registered with SDAT; and (c) was established before March 9, 2020.

10. If the Eligible Entity set forth in Section 9 is also a nonprofit entity, Grantee certifies that it: (a) is in compliance with the Maryland Solicitations Act, including any required registration with the Maryland Office of the Secretary of State and is, and shall remain, in compliance with all requirements of that registration; (b) is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 and related Treasury regulations (as any of them may be amended, the "IRC"); (c) has a current exempt status that has not been adversely modified, limited, or revoked; (d) has not substantially changed the facts and circumstances which form the basis of Grantee's tax-exempt letter as represented to the Internal Revenue Service; and (e) shall maintain Grantee's status as a tax-exempt entity under the IRC.

11. If Grantee is a Tourism Venue, all Grant funds must be expended on or before December 30, 2020. If Grantee is an Entertainment Venue or a Designated Main Street Entity, all Grant funds must be expended on or before June 30, 2021. Any Grant funds not expended by the applicable date set forth in this Section 11 shall be returned to the Department immediately.

12. Grantee will use the Grant funds only for the purposes set forth in the Application, and such purposes shall be for incurred losses or increased expenses as a direct result of the COVID-19 pandemic. If Grantee is a Designated Main Street Entity, at least 85% of the Grant funds must be used for sub-grants to support the entities located within the geographic area designated as its main street that have incurred losses or increased expenses as a direct result of the COVID-19 pandemic. Grantee may use up to 15% of the Grant funds for Grantee's operating expenses related to administering such sub-grants, including, but not limited to, expenses for existing staff administering the sub-grants or such other of Grantee's operating expenses related to Grantee's support of the entities described in this Section.

13. The Grant may not be used to pay for activities that are part of a particular religious practice. Therefore, if Grantee is, or is related to, a religious or faith-based organization, Grantee shall use Grant funds solely to support its nonsectarian activities (for example, childcare, a food pantry, or providing meeting space for self-help groups).

14. Grantee may receive only one grant from the Program. Grantee agrees that if at any time it receives, or has received, more than one grant from the Program, Grantee shall repay the Department the amount of all additional grants received.

15. Grantee is in compliance with all of the requirements of the Program.

16. Grantee will cooperate fully with any requirements of the federal or State governments related to the source of the Grant funds and will repay any Grant funds which are required to be repaid by the federal or State governments.

17. (a) Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and hold the Department 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 the Department as a result of or in connection with the Grant. All monies expended by the Department 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 the Department.

(b) If Grantee is a local government, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law 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. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTCA"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "Local Government Indemnification Statutes"), and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.

18. The Department intends to make available to the public certain information regarding the Grant and the

Grantee. In addition, the Department may be required to disclose information about the Grant 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. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the date and amount of the Grant; the terms of the Grant; use of funds; information contained in the Application; and a copy of the Application. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department.

19. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

20. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via PDF) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.

21. The award of this Grant and the terms of this Agreement shall be construed in accordance with and governed by the laws of the State without regard to the State's conflict of laws provisions.

22. Disbursement of Grant proceeds is in the absolute and sole discretion of the Department and is subject to the continuing availability of funds for such purpose and compliance with all applicable laws.

**23. CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THE GRANT, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, GRANTEE 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 (THE "HOLDER"), 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 THIS AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THIS 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) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR. GRANTEE 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 GRANTEE 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 23 does not apply to Grantees that are local governments.**

24. By signing this Agreement Grantee is also requesting that the Department disburse the Grant funds to Grantee and confirming that all of the information in Grantee’s form W-9 submitted at time of Application and in this Agreement is correct.

25. This Agreement must be accepted, signed and returned to the Department within 5 business days after the date this Agreement is received by the Grantee or this Agreement will become null and void.

26. This Agreement is effective as of the date it is executed by the Department (the “Effective Date”).

Each of the parties hereto has caused this Agreement to be executed under seal and as of the Effective Date.

Grantee

City of Salisbury

Title of authorized signee

By:

Text Your Name

Draw

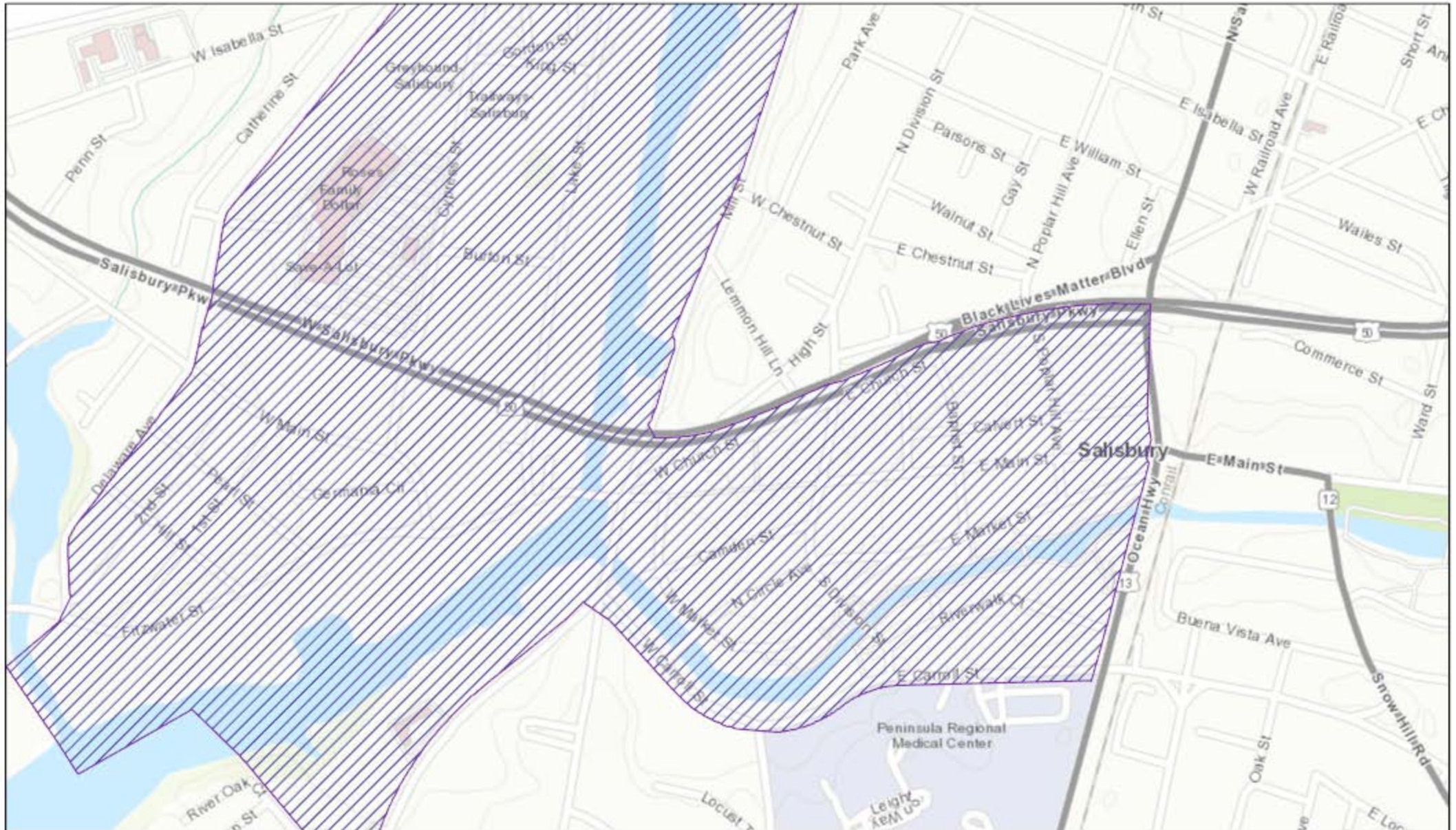
I agree to be legally bound by this document.

(SEAL)


Today's Date

01/26/2021

# Salisbury Designated Main Street Area



1/20/2021, 12:21:21 PM

 Downtown Revolving Loan Boundary

