

Resolution No. 2858

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE STATE OF MARYLAND – GENERAL SERVICES FOR THE PURPOSE OF EXPENDING GRANT FUNDS IN THE AMOUNT OF \$500,000.

WHEREAS, the City of Salisbury has received grant funding from the State of Maryland through Senate Bill 186 of the 2018 Maryland General Assembly Session; and

WHEREAS, the State of Maryland has designated the Department of General Services to distribute these funds in the amount of \$500,000; and

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

WHEREAS, the Riverwalk Amphitheater is one component of these upgrades; and

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

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

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

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

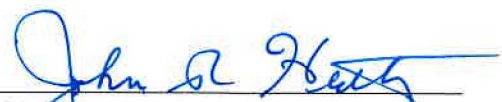
NOW, THEREFORE BE IT RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby appropriate the necessary funds and authorize Mayor Jacob R. Day to enter into a grant agreement with the Department of General Services and expend the awarded funds accordingly.

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 13th day of August, 2018 and is to become effective immediately.

ATTEST:

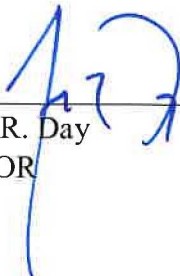


Kimberly R. Nichols
CITY CLERK



John R. Heath
CITY COUNCIL PRESIDENT

APPROVED BY ME this 16 day of AUGUST, 2018.



Jacob R. Day
MAYOR



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: The Mayor & City Council
From: Nancy Talbott, Grants Specialist
Subject: MD DGS Salisbury Revitalization/Riverwalk Amphitheater Grant
Date: August 9, 2018

In concert with our local state legislative delegation, the City of Salisbury has successfully petitioned the Governor and General Assembly to financially support the City of Salisbury's Downtown Revitalization initiative. This funding, in the amount of \$500,000, is being managed by the MD Department of General Services. In order to receive this funding, we must enter into a grant agreement with the DGS. This grant agreement has very generous terms and we do not have to fully expend these funds until June 1st, 2025. Additionally, the language of the enabling legislation is very broad in how we may utilize these funds for Salisbury Revitalization.

After consultation with Mayor Day, we have decided to utilize these funds for construction of the Riverwalk Amphitheater and wish to enter into the grant agreement presently to ensure that there are no delays in our receiving approval for our funds by the Board of Public Works.

Please feel free to contact me with any questions or concerns.

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor



Ellington E. Churchill, Jr.
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES

FACILITIES OPERATIONS & MAINTENANCE • FACILITIES PLANNING, DESIGN, CONSTRUCTION & ENERGY
PROCUREMENT & LOGISTICS • REAL ESTATE

June 8, 2018

The Honorable Jake Day
Mayor
Mayor and City Council of the City of Salisbury
125 N. Division Street, Room 304
Salisbury, Maryland 21801-5030

Re: Salisbury Revitalization
DGS Item 160, Chapter 9, Acts of 2018 – \$500,000

Dear Mayor Day:

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

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

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

- (a) The deadline for obtaining BPW certification of matching funds is two (2) years from the date the grant is authorized, or **June 1, 2020**.
- (b) The deadline for grant recipients to encumber (enter into project contracts) or expend the State funds is seven (7) years from the date of authorization, or **June 1, 2025**.

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

The Honorable Jake Day
Page 2

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

Sincerely,



Shirley Kennedy
Acting Program Manager
Capital Grants Program

Enclosures

GRANT WORKSHOPS

THE CAPITAL GRANTS DIVISION
WILL BE HOSTING GRANT
APPLICATION WORKSHOPS
STARTING IN OCTOBER 2018.
IF YOUR INTERESTED IN
ATTENDING A WORKSHOP TO
HELP YOU COMPLETE YOUR
GRANT APPLICATION PACKAGE
PLEASE SEND AN EMAIL TO
DGSCapitalGrants@maryland.gov.

MARYLAND HISTORICAL TRUST

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

Begin the Process NOW.

CONTACT:

BETH.COLE@MARYLAND.GOV

OR

410-697-9541

GRANT APPLICATION CHECKLIST

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

BOND BILL/CHAPTER NO.: MCCBL - MISC - Salisbury Revitalization Loan of 2018, Item 160, Chapter 9, Acts of 2018

Complete X 'd items:

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

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

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

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

State of Maryland
CAPITAL PROJECTS GRANT AGREEMENT

This Agreement ("**Agreement**") is entered into this ___ day of _____, 20___, by and between the State of Maryland ("**State**"), acting through the Board of Public Works (**BPW**), and Mayor and City Council of the City of Salisbury, 125 N. Division Street, Room 304, Salisbury, Maryland 21801-5030 ("**Grantee**"), whose federal taxpayer identification number is _____.

Recitals

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

Therefore, the State and Grantee agree as follows:

1. Purpose. Grantee may use grant funds for the following purpose only ("**Project**"): For the planning, design, construction, repair, renovation, and capital equipping of infrastructure upgrades, including new Main Street streetscapes, water, sewer and stormwater system upgrades, and installation of broadband fiber optic cable in Salisbury.
(See **Enabling Act**: DGS Item 160, Chapter 9 of the Laws of Maryland 2018 which is incorporated herein by reference.)
2. Grant. After the BPW approves this Agreement, the State shall periodically provide grant funds ("**Grant**") to, or on behalf of, Grantee not to exceed the lesser of: \$ 500,000 (Five Hundred Thousand Dollars) or the amount of Grantee's matching fund if the Enabling Act requires a matching fund.
3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 6/1/2020; or (b) no part of the Project is under contract by 6/1/2025 or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2025.
4. Matching Fund. If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

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

To the State:

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

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

To the Grantee:

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

- (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
 - (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
 - (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.
16. Indemnification. Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:
- (a) The Project, including its construction.
 - (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
 - (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
 - (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.
17. Registration. Grantee is a (charitable ☐) (religious ☐) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing, and has filed all of its required reports with the Maryland Secretary of State.

Check if YES ☐

Check if NOT APPLICABLE ☐ and explain:

18. Commercial and Employment Nondiscrimination. Grantee shall:
- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
 - (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.

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

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

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

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

By: _____

Sheila McDonald
Executive Secretary

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

CAPITAL PROJECTS GRANT AGREEMENT
Standard Form

Approved as to form and legal sufficiency for the State of Maryland by the Department of General Services Assistant Attorney General.

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

CAPITAL PROJECT GRANT APPLICATION

(Submit a separate application for each grant award.)

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

CAPITAL PROJECT GRANT APPLICATION

TOTAL ESTIMATED PROJECT BUDGET

	THIS	OTHER	TOTAL
16. ITEM	<u>STATE GRANT</u>	<u>FUNDS</u>	<u>COST</u>
<u>A. Construction Cost (Including Fixed Equipment)</u>			
	\$	\$	\$
<u>B. Equipment and Furnishings Not Fixed</u> **(Attach a listing which includes the cost of each item)			
	\$	\$	\$
<u>C. Architect/Engineer Fees</u>			
	\$	\$	\$
<u>D. Land</u>			
	\$	\$	\$
<u>E. Total</u>			
	\$	\$	\$

17. CONTACT PERSON'S NAME:
18. PHONE NUMBER:
19. FAX NUMBER:
20. EMAIL:

NAME OF GRANTEE ORGANIZATION

DATE

<< SIGNATURE >>
AUTHORIZED REPRESENTATIVE

<< PRINTED NAME >>
AUTHORIZED REPRESENTATIVE

<< TITLE >>
AUTHORIZED REPRESENTATIVE

State of Maryland
CAPITAL GRANTS PROJECTS

AFFIDAVIT

FUNDS WILL NOT BE USED FOR LOBBYING

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

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

Date: _____

By: _____
President

AND

Date: _____

By: _____
Treasurer

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

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

INVOICE SCHEDULE

Page1

Date: _____

Grant Number(s): _____

Grant Name: _____

Signature of Preparer: _____

Instructions:

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

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

CONTRACT SELECTION

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

SUBMIT TO:

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

CHECKLIST:

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

Exhibit 1

SENATE BILL 186

B5

(8lr0169)

ENROLLED BILL

— Budget and Taxation/Appropriations —

Introduced by The President (By Request – Administration)

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this
____ day of _____ at _____ o'clock, _____ M.

President.

CHAPTER 0009 APR 05 2013

1 AN ACT concerning

APPROVED BY THE GOVERNOR

2 **Creation of a State Debt – Maryland Consolidated Capital Bond Loan of 2018,**
3 **and the Maryland Consolidated Capital Bond Loans of 2007, 2010, 2011, 2012,**
4 **2013, 2014, 2015, 2016, and 2017**

5 FOR the purpose of authorizing the creation of a State Debt in the amount of ~~One Billion,~~
6 ~~One Hundred and Seventy-Nine Thousand Dollars (\$1,000,179,000)~~ ~~One Billion,~~
7 ~~Eighty Million, One Hundred and Seventy-Nine Thousand Dollars (\$1,080,179,000)~~
8 ~~One Billion, Ninety-One Million, One Hundred and Seventy-Nine Thousand Dollars~~
9 ~~(\$1,091,179,000)~~, the proceeds to be used for certain necessary building,
10 construction, demolition, planning, renovation, conversion, replacement, and capital
11 equipment purchases of the State, for acquiring certain real estate in connection
12 therewith, and for grants to certain subdivisions and other organizations for certain
13 development and improvement purposes, subject to certain requirements that
14 certain matching funds be provided and expended by certain dates; providing
15 generally for the issuance and sale of bonds evidencing the loan; authorizing the

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

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

Italics indicate opposite chamber/conference committee amendments.



1		planning, design, construction, site improvement, and capital	
2		equipping of a new United Soccer League stadium in Baltimore	
3		(Baltimore City)	<u>250,000</u>
4			<u>0</u>
5	(AH)	New Spire Arts. Provide a grant to the Performing Arts	
6		Statutory Trust for the acquisition, planning, design,	
7	156	construction, site improvement, and capital equipping of	
8		renovations to 15 West Patrick Street in downtown Frederick	
9		(Frederick County)	250,000
10	(AI)	NorthBay Environmental Education Center. Provide a grant	
11		to the Board of Directors of NorthBay Education, Inc. for the	
12	157	acquisition, planning, design, construction, repair, renovation,	
13		reconstruction, site improvement, and capital equipping of a	
14		new education building on NorthBay's campus in Elk Neck	
15		State Park (Cecil County)	200,000
16	(AJ)	Roberta's House. Provide a grant to the Board of Directors of	
17		Roberta's House, Inc. for the acquisition, planning, design,	
18	158	construction, repair, renovation, reconstruction, site	
19		improvement, and capital equipping of Roberta's House	
20		(Baltimore City)	<u>250,000</u>
21			<u>1,000,000</u>
22			<u>2,000,000</u>
23	(AK)	Ronald McDonald House. Provide a grant to the Board of	
24		Directors of the Ronald McDonald House Charities of	
25	159	Baltimore, Inc. for the acquisition, planning, design,	
26		construction, repair, renovation, reconstruction, site	
27		improvement, and capital equipping of a new Ronald McDonald	
28		House in Baltimore (Baltimore City)	500,000
29	(AL)	Salisbury Revitalization. Provide a grant to the Mayor and	
30		City Council of the City of Salisbury for the planning, design,	
31		construction, repair, renovation, and capital equipping of	
32	160	infrastructure upgrades, including new Main Street	
33		streetscapes, water, sewer and stormwater system upgrades,	
34		and installation of broadband fiber optic cable in Salisbury	
35		(Wicomico County)	500,000
36	(AM)	Sheppard Pratt Hospital. Provide a grant to the Board of	
37		Directors of the Sheppard Pratt Health System, Inc. for the	
38	161	acquisition, planning, design, construction, repair, renovation,	
39		reconstruction, site improvement, and capital equipping of the	
40		Sheppard Pratt at Elkridge facility (Howard County)	<u>750,000</u>
41			<u>4,000,000</u>

1 ZB02

LOCAL JAILS AND DETENTION CENTERS

2 (A) Anne Arundel County Central Holding and Processing Center.
 3 Provide a grant to the County Executive and County Council of
 4 Anne Arundel County to construct a new Central Holding and
 5 **G157** Processing Center at the Anne Arundel County Detention
 6 Center on Jennifer Road, subject to the requirement that the
 7 grantee provide an equal and matching fund for this purpose
 8 (Anne Arundel County) 2,035,000

9 (B) Calvert County Detention Center Inmate Program Space
 10 Addition. Provide a grant to the County Commissioners of
 11 **G158** Calvert County to design and construct a new prefabrication
 12 classroom addition, subject to the requirement that the grantee
 13 provide an equal and matching fund for this purpose (Calvert
 14 County) 500,000

15 (C) Montgomery County Pre-Release Center. Provide a grant to
 16 the County Executive and County Council of Montgomery
 17 **G159** County to construct and equip renovations to the Pre-Release
 18 Center's Dietary Center, subject to the requirement that the
 19 grantee provide an equal and matching fund for this purpose
 20 (Montgomery County) 1,618,000

21 (D) Prince George's County Correctional Center. Provide a grant to
 22 the County Executive and County Council of Prince George's
 23 **G160** County to construct and equip the renovation and expansion of
 24 the Correctional Center's Medical Unit, subject to the
 25 requirement that the grantee provide an equal and matching
 26 fund for this purpose (Prince George's County) 2,448,000

27 (E) St. Mary's County Adult Detention Center Upgrades. Provide a
 28 grant to the Board of Commissioners of St. Mary's County to
 29 **G161** design the renovation and expansion of the St. Mary's County
 30 Adult Detention Center, subject to the requirement that the
 31 grantee provide an equal and matching fund for this purpose
 32 (St. Mary's County) 731,000

33 (4) An annual tax is imposed on all assessable property in the State in rate and
 34 amount sufficient to pay the principal of and interest on the bonds, as and when due and
 35 until paid in full. The principal shall be discharged within 15 years after the date of issue
 36 of the bonds.

37 (5) (a) Prior to the payment of any matching grant funds under the provisions
 38 of Section 1(3), Items ZA00 through ZB02 of this Act, grantees shall provide and expend
 39 matching funds as specified. No part of a grantee's matching fund may be provided, either
 40 directly or indirectly, from funds of the State, whether appropriated or unappropriated.

1 Except as otherwise provided, no part of the fund may consist of real property, in kind
2 contributions, or funds expended prior to the effective date of this Act. In case of any dispute
3 as to what money or assets may qualify as matching funds, the Board of Public Works shall
4 determine the matter, and the Board's decision is final. Grantees have until June 1, 2020,
5 to present evidence satisfactory to the Board of Public Works that the matching fund will
6 be provided. If satisfactory evidence is presented, the Board shall certify this fact to the
7 State Treasurer and the proceeds of the loan shall be expended for the purposes provided in
8 this Act. If this evidence is not presented by June 1, 2020, the proceeds of the loan shall be
9 applied to the purposes authorized in § 8-129 of the State Finance and Procurement Article.

10 (b) It is further provided that when an equal and matching fund is specified
11 in Section 1(3), Items ZA00 through ZB02 of this Act, grantees shall provide a matching
12 fund equal to the lesser of (i) the authorized amount of the State grant or (ii) the amount of
13 the matching fund certified by the Board of Public Works. If satisfactory evidence is
14 presented, the Board shall certify this fact and the amount of the matching fund to the State
15 Treasurer and the proceeds of the loan equal to the amount of the matching fund shall be
16 expended for the purposes provided in this Act. If this evidence is not presented by June 1,
17 2020, the proceeds of the loan shall be applied to the purposes authorized in § 8-129 of the
18 State Finance and Procurement Article. The proceeds of any amount of the loan in excess of
19 the matching fund certified by the Board of Public Works shall also be applied to the
20 purposes authorized in § 8-129 of the State Finance and Procurement Article.

21 (6) (a) Prior to approval by the Board of Public Works of an expenditure of bond
22 proceeds authorized under Section 1(3), Items ZA00 through ZB02 of this Act, the grantee
23 shall grant and convey to the Maryland Historical Trust a perpetual historic preservation
24 easement on the property where the capital project assisted by the bond proceeds is located
25 if the Director of the Trust determines that the capital project impacts historic property, as
26 defined by § 5A-301(e) of the State Finance and Procurement Article, unless the Director of
27 the Trust also determines that the historic property:

28 (i) Is significant only as a contributing property to a historic district
29 listed in the Maryland Register of Historic Properties;

30 (ii) Is a type that is already adequately represented among the
31 Trust's existing easement properties;

32 (iii) Is already subject to adequate protections of historic preservation
33 law or instrument; or

34 (iv) Has conditions peculiar to it that make requiring an easement
35 impractical.

36 (b) If the grantee holds a lease on the property, the Trust may accept an
37 easement on the leasehold interest.

38 (c) The easement must be in form and substance acceptable to the Director
39 of the Trust.

1 (d) (i) A recipient may administratively appeal to the Maryland
2 Historical Trust Board of Trustees a determination made by the Director of the Trust under
3 subparagraph (a) of this paragraph.

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

7 (7) The proceeds of the loan must be expended or encumbered by the Board of
8 Public Works for the purposes provided in this Act no later than June 1, 2025. If any funds
9 authorized by this Act remain unexpended or unencumbered after June 1, 2025, the amount
10 of the unexpended or unencumbered authorization shall be canceled and be of no further
11 force and effect. If bonds have been issued for the loan, the amount of unexpended or
12 unencumbered bond proceeds shall be disposed of as provided in § 8-129 of the State
13 Finance and Procurement Article.

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

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

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

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

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

27 (i) The technical differences between an appropriation in Section
28 1(3), Items ZA00 through ZB02 of this Act and the proposed use of the funds; and

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

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

33 (ii) If the Office of Policy Analysis does not submit written objections
34 within 45 days, the Department of Budget and Management shall provide certification in
35 writing to the Board of Public Works that the proposed use of funds may be approved

1 notwithstanding technical differences in the appropriation in Section 1(3), Items ZA00
2 through ZB02 of this Act.

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

5 Chapter 488 of the Acts of 2007, as amended by Chapter
6 463 of the Acts of 2014 and Chapter 27 of the Acts of 2016

7 Section 1(3)

8 ZA03

MARYLAND HOSPITAL ASSOCIATION

9 (D) Fort Washington Medical Center. Provide a grant equal to the
10 lesser of (i) \$560,000 or (ii) the amount of the matching fund
11 provided, to the Board of Directors of Fort Washington Medical
12 Center, Inc. for the planning, design, renovation, expansion,
13 repair, construction, and capital equipping of the emergency
14 department AND OPERATION ROOM THEATER at Fort
15 Washington Medical Center, located in Fort Washington.
16 Notwithstanding Section 1(5) of this Act, the matching fund
17 may consist of funds expended prior to the effective date of this
18 Act and notwithstanding Section 1(7) of this Act, the proceeds
19 of this loan must be expended or encumbered by the Board of
20 Public Works for the purposes provided in this Act no later than
21 June 1, [2018] 2020 (Prince George's County) 560,000

22 Chapter 483 of the Acts of 2010

23 Section 1(3)

24

DEPARTMENT OF THE ENVIRONMENT

25 UA04

WATER MANAGEMENT ADMINISTRATION
(Statewide)

26 (B) Water Supply Financial Assistance Program. Provide funds for
27 assistance to State and local government entities to acquire,
28 design, construct, rehabilitate, equip, and improve water
29 supply facilities. Except as provided below, the funds shall be
30 administered in accordance with §§ 9-420 through 9-426 of the
31 Environment Article and in accordance with the Code of
32 Maryland Regulations (COMAR) 26.03.09 [3,500,000]
33 3,150,000
34

35 (1) Charles County Water Supply System.
36 Notwithstanding §§ 9-420 through 9-426 of the