

ORDINANCE NO. 2801

AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD) FOR THE PURPOSE OF ACCEPTING FUNDS FROM THE CONNECTED COMMUNITIES GRANT IN THE AMOUNT OF \$34,228 FOR THE ANNE STREET VILLAGE FIBER INTERNET PROJECT.

WHEREAS, the Department of Housing and Community Development (“**DHCD**”) funds a grant to help municipalities provide high speed Fiber Internet services to underserved communities (the “**Connected Communities Grant**”); and

WHEREAS, the City of Salisbury Information Services Department (“**ISD**”), having a need for Fiber Internet service at the Anne Street Village location, applied for the said Connected Communities Grant and DHCD has awarded grant funds to the ISD in the amount of \$34,228; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; 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 ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Jack R. Heath is hereby authorized to enter into an agreement with the Department of Housing and Community Development, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$34,228.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. The City of Salisbury’s Grant Fund Budget be and hereby is amended as follows:

- (a) Increase DHCD Revenue Account No. 10500-423601-XXXXX by \$34,228.
- (b) Increase Repairs & Maintenance Expense Account No. 10500-534302-XXXXX by \$3,400.
- (c) Increase Construction Expense Account No. 10500-513026-XXXXX by \$22,000.
- (d) Increase Internet Service Expense Account No. 10500-555404-XXXXX by \$6,000.
- (e) Increase Salaries-Clerical Expense Account No. 10500-501001-XXXXX by \$2,828.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the


section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 5. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

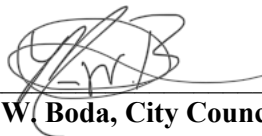
Section 6. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24th day of April, 2023 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 8th day of May, 2023.

ATTEST:

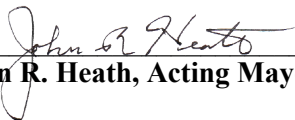


Kimberly R. Nichols, City Clerk



Muir W. Boda, City Council President

Approved by me, this 9th day of May, 2023.



John R. Heath, Acting Mayor



City of
Salisbury
John "Jack" R. Heath, Mayor

To: City Council
From: Bill Garrett, Director of IS
Subject: Connected Communities Grant Acceptance
Date: 4/5/23

Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Connected Communities Grant (CCG) program. The purpose of the CCG is to enable local jurisdictions, non-profit corporations, anchor institutions, and community-based organizations to make available equipment, instrumentation, networking capability, service, hardware, software, and digital network technology which will facilitate the use of broadband by unserved and underserved populations at low or no cost.

This funding, in the amount of \$34,228, will be utilized to provide free high speed WiFi connections through a fiber-optic Internet service connection to the residents at the Ann Street Village

Included is the proposed Grant Agreement.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM AGREEMENT**

THIS MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM (“GAP”) AGREEMENT (“Agreement”) is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (“**the Department**”), a principal department of the State of Maryland (“**State**”) and the CITY OF SALISBURY (“**the Grantee**”), a body corporate in Wicomico County, Maryland. The Department and the Grantee are each a “**Party**” and may collectively be referred to as “**the Parties**”.

RECITALS

- A. This Agreement is issued pursuant to the State’s appropriation in FY22 of funding received from the United States Department of the Treasury’s Coronavirus State Fiscal Recovery Fund created by Section 9901 of the American Rescue Plan Act (“**the Act**”), to the Office of Statewide Broadband (“**the Office**”). This federal funding is the sole source of funds for the Maryland Connected Communities Grant Program (“**the Program**”), and this funding is subject to all applicable rules, regulations, and guidance issued by the Treasury related thereto (“**the Regulations**”).
- B. With increased reliance by many municipalities and employers on telework, virtual court hearings, remote learning, and so on, the public health emergency which began in the State on March 5, 2020 (“**the Covid-19 Emergency**”) made clear that much of the modern world depends on access to reliable high speed internet, and knowledge of how to effectively use it. However, there exist unserved and underserved communities across the State with populations including, but not limited to, the low-income, seniors, the disabled, and those with limited English proficiency or literacy, who have limited access to reliable broadband internet, computing technology, or training in how to utilize it. Such communities and individuals have been disproportionately impacted by the Covid-19 Emergency and are at risk of being further left behind by this deficit.
- C. The purpose of the Program is to:
1. Address the deficit of broadband resources available to unserved and underserved populations in the State; and
 2. Distribute GAP funding, in the form of grants, to local jurisdictions, non-profit corporations, anchor institutions, and community-based organizations. These eligible grantees are authorized to use the GAP funding for costs consistent with the terms and conditions of the source of funds, which are costs directly related to making available equipment, instrumentation, networking capability, service, hardware, software, and digital network technology which will facilitate the use of broadband by unserved and underserved populations at low or no cost.
- D. Grantee has submitted an application (the “**Application**”) to the Department, attached hereto as **Exhibit A**. The Application describes certain activities which are eligible for funding under the Program.
- E. In reliance upon the statements, representations and certifications contained in the Application, the Department has approved a grant award to Grantee.
- F. The provisions of the Act, the Regulations, and the Department’s Request for Applications dated February 9, 2022 (“**RFA**”) and the Office’s Contracting and Procedures Guide, as amended from time to time, are hereby incorporated into this Agreement as if fully restated herein.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant.

- a) The Department agrees to provide Grantee with funds not to exceed **\$ Thirty-Four Thousand, Two Hundred Twenty-Eight Dollars (\$34,228.00)** (“**the Grant**”). Disbursement of the Grant is subject to the availability of grant funds to the Department.
- b) Grantee shall use the Grant to carry out only the approved activities described in the attached Exhibit A, with the additional awarded funding to be used to provide broadband service for two (2) years instead of one (the “**Project**”). Grantee certifies its activities are eligible activities as set forth in the Act. Any other services or costs will be eligible only with approval of the Office.
- c) Grantee acknowledges that funds provided by the Department under this Agreement shall not be used for personal equipment or non-connected accessories (e.g., cases, mouse pads, cable clips, laptop bags, tablet stands, wall mounts, charging stations); mobile phones, including smartphones; nor technical support, maintenance costs, or separate costs for warranties and protection plans. Funds also may not be used for the purchase or construction of towers, land, buildings, or for building renovations, tower upgrades, or the acquisition of facilities or companies.
- d) Grantee acknowledges that the Projects must achieve Minimum Network Requirements. “Minimum Network Requirements” means a minimum internet connectivity of 100 Mbps down and 100 Mbps up with a maximum latency of 50 milliseconds measured at the served subscribers’ location, unless the Grantee’s partner Internet Service Provider (“**ISP**”) submits a Certification as to circumstances preventing the ISP from achieving such speeds. Where the partner ISP has certified to its need for exemption and said Certification is an Exhibit to this Agreement, Minimum Network Requirements shall mean a minimum internet connectivity that reliably meets or exceeds 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds based on future technology advances, with a maximum latency of 50 milliseconds measured at the served subscribers’ location.

2) Expenditure and Disbursement of Grant Funds.

- a) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit A and the “Eligible Grant Purposes” set forth in the Program Guides. Grant eligible expenses include certain operating expenses such as licensing fees, building repairs, payroll for Project-related hours, and capital expenses defined as expenses that are capitalized. All grant eligible capital expenditures must be for new, non-depreciated items and can include the construction of outside-plant deployment (including last mile and middle mile infrastructure), electronic equipment necessary to deliver service (including equipment shelters, wireless radio, and antenna), and other capital costs that are directly necessary to provide broadband service to an end user. No asset purchased with these grant funds may be sold or given away without the express written permission of the Department.
- b) All Grant funds will be provided on a reimbursement basis only, and provided directly to the Grantee. Reimbursement may be made on paid or unpaid invoices. Grantee shall follow the instructions on reimbursement process outlined in **Exhibit E**.
- c) To be eligible for reimbursement, invoices must be submitted to the Department within thirty (30)

days of receipt of the invoices by the Grantee. Any exceptions to this requirement are at the sole discretion of the Department and must be confirmed in writing by the Office of Statewide Broadband.

- d) The Projects must be completed and all Grant funds made available under this Agreement must be expended by December 31, 2023 (“the Completion Date”).
 - e) Invoices must be submitted no later than December 15, 2023, and shall identify in detail all expenses incurred for which reimbursement is being sought. Where a final, or consolidated, invoice is submitted, it shall have attached copies of all the underlying supporting invoices and other documentation of such expenses.
 - f) Grantee may not expend more than the amount allocated for any category in any Project Budget without the prior written consent of the Office.
 - g) Unless otherwise agreed to in writing by the Office, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Projects by the second (2nd) anniversary of the Effective Date.
 - h) The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for reimbursement.
 - i) The Department reserves the right not to disburse any Grant funds if, in the Department's determination:
 - i. Grantee has failed to supply a material fact in a request for disbursement;
 - ii. Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;
 - iii. Grantee has used any portion of the Grant for uses or activities other than the Projects, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the RFA; or
 - iv. Grantee is in default under any other term or condition contained in this Agreement.
- 3) Records, Inspections and Reports.

This Section shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial records of all transactions relating to the receipt and expenditure of the Grant and administration of the Projects (collectively, “**Records**”). The Records shall be in a form acceptable to the Department and sufficient to support the State’s production of evidence of compliance with Section 602(c) of the Social Security Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Grantee shall retain the Records for five (5) years following the date of disbursement of grant funds.
- ii) Grantee shall make the Grantee’s administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of five (5) years following the date the Department approves final disbursement of grant funds. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

b) Inspections. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Projects at any time during the term of this Agreement.

c) Reports.

i) Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budgets, and benchmarks reached. Interim Reports shall be substantially in the form provided as **Exhibit D** and provided quarterly (March 31, June 30, September 30, December 31) within the Project timelines.

ii) Within forty-five (45) calendar days after Grantee completes each Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project including the number of households and businesses that gained access to broadband facilities, any problems encountered in completing the Project, and such other information as the Department requires. The Final report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that 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. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Department.

iii) In addition to the requirements set forth above, Grantee shall cooperate fully and promptly with DHCD as to any and all reporting obligations established by Treasury or the State as they relate to this award, and provide the Department with such additional records, reports, and other documentation as may be required by the Department, or the U.S. Department of the Treasury, or the Office of the Inspector General.

4) General Covenants.

a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by the U.S. Department of the Treasury, the Department, and the State with respect to the use of Grant funds.

b) Grantee must notify and obtain written approval of the Digital Equity Programs Manager for any change in the Application, Project Maps, Project Budgets, including modifications to the scope of work of any Project, modifications involving carrying out Project activities in a geographic area other than the proposed service area, and modifications to the Completion Date. Such changes will not require a formal amendment to this Agreement, so long as they are approved in writing by the Digital Equity & Inclusion Programs Manager and the total amount of the Grant is not exceeded.

5) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a local county or municipality of the State of Maryland, a non-profit corporation, board of education for a local school system, board of trustees for a local or independent library system, community center or other anchor institution, or a community-based organization.
 - b) The acceptance of the Grant and the entering into of this Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
 - c) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is part. Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate or receive the equipment and services contemplated by the Projects, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
 - d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
 - e) All federal, state, and local government approvals, permits, reviews, and licenses that may be required to accomplish the Projects have been obtained or Grantee has reasonable assurances that they will be obtained.
 - f) Grantee certifies that all of the Grant funds will be used for eligible Program activities as defined in the Act and Regulations.
 - g) Grantee has or shall comply with all applicable federal funding conditions set forth in the attached **Exhibit B**.
 - h) Grantee will make a certification acknowledging the prohibition on the use of federal funds for lobbying in the form attached as **Exhibit C**.
 - i) The activities and expenses being reimbursed under this Agreement are not subject to reimbursement from other federal or state funding sources, and Grantee has not received nor will Grantee seek reimbursement from any other source for expenses submitted for reimbursement under this Agreement.
 - j) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
 - k) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, and has paid or arranged for the payment of all taxes due to the State.
- 6) Default, Repayment and Remedies; Termination.
- a) A default under this Agreement shall occur if:
 - i. There is any use of the Grant by Grantee for any purpose other than as authorized by the Act, the Regulations, the Guides, and this Agreement; or

- ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application, as applicable.
 - b) If a default as described in Section 6(a)(i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any Grant funds not expended in accordance with this Agreement.
 - c) If a default as described in Section 6(a)(ii) occurs, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have thirty (30) calendar days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
 - d) Notwithstanding the foregoing notice and cure period set forth in Section 6(c), in the event that Treasury requires the repayment of any Grant funds, Grantee shall immediately return the Grant funds to the Department.
 - e) In the event of termination of the Agreement, whether due to default or otherwise:
 - i. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
 - ii. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
 - f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
 - g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department 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 of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 7) Indemnification. To the extent permitted by the laws of the State, and 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 "LGTCA") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department's negligence or willful misconduct or the negligence or willful misconduct of the Department's officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section.
- 8) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
- a) Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not

exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.

- b) Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
 - c) Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.
- 9) 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 the Department shall be mailed to:

Ronnie Hammond
Digital Equity & Inclusion Programs Manager, Office of Statewide Broadband
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

with a courtesy copy to: Ronnie.Hammond@maryland.gov

- b) Communications to Grantee shall be mailed to:

Attn:

with a courtesy copy to:

- 10) Amendment. Other than as set forth in Section 4(b), this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 11) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. 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. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

- 12) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 13) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 14) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.
- 15) Term of Agreement. Unless sooner terminated pursuant to Section 6 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the “Effective Date”) until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.
- 16) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 17) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 18) Notice Regarding Disclosure of Information Relating to the Projects.
 - a) The Department intends to make available to the public certain information regarding the Projects and the Grantee.
 - b) The Department may be required to disclose information about the Projects 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.
 - b) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the “PIA”). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and description of the Projects; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; the use of funds; the Application and the sources, amounts and terms of other funding used to complete the Projects, including capital contributions or matching funds from the Grantee. 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. If Grantee believes that any of the information it has provided to the Department 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. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s

statement when responding to a request made pursuant to the PIA.

19) Exhibits. The following exhibits are a material part of this Agreement and are incorporated herein by reference.

Exhibit A – Application

Exhibit B – Federal Funding Acknowledgments

Exhibit C – Certification Prohibiting the Use of Federal Funds for Lobbying

Exhibit D – Interim Progress Report

Exhibit E – Instructions on Reimbursement & Disbursement of Funds

Exhibit F – Certification of Exemption from Standard Minimum Network Requirements (*if applicable*)

[SIGNATURES ON FOLLOWING PAGE]

WITNESS, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officer(s) as of the Effective Date.

CITY OF SALISBURY

By: John R Heath (SEAL)
Name: John R Heath
Title: Acting Mayor

05/09/2023
Date

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

By: _____ (SEAL)
Name: _____
Title: _____

Date

Approved for form and legal sufficiency,
this _____ day of _____, 2023.

Assistant Attorney General

EXHIBIT B

MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM – CERTAIN FEDERAL FUNDING CONDITIONS

A. Certification prohibiting use of federal funds for lobbying

1. 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all prospective and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL. The Grantee shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements). Any subrecipients shall certify and disclose accordingly.

B. Clean Air Act and Federal Water Pollution Control Act

1. Clean Air Act

- a. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Grantee agrees to report each violation to DHCD and understands and agrees that the DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. The Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. Federal Water Pollution Control Act

- a. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Grantee agrees to report each violation to DHCD and understands and agrees that DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. The Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

C. Access to Records

1. The Grantee agrees to provide DHCD, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly

pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

D. Suspension and Debarment

1. As Federal funds support the activities of this Agreement, the Grantee acknowledges, per the United States Office of Management & Budget's Uniform Guidance section 2 CFR 200.213, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

“Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 1259 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.”

E. Uniform Administrative Requirements, Cost Principles, and Audits

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
2. If applicable to Grantee, Grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F – Audit Requirements, if applicable. OMB 2 CFR 200, Subpart F, Audit Requirements requires that Grantees which expend a total of \$750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) 2 CFR 200, Subpart F. An electronic copy of all Grantee audits performed in compliance with 2 CFR 200, Subpart F shall be forwarded within thirty (30) days of report issuance to the Office of Statewide Broadband for review.

F. All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (G).

G. Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (F). Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H) All sub-recipients agree to comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

I) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

J) National Defense Authorization Act of 2019 (NDAA). The NDAA prohibits the use of federal funds to cover the cost of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system. Section 889 of the NDAA defines "covered telecommunications or services" to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). "Covered telecommunications equipment or services" also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country, i.e. The Republic of China.

K) Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

EXHIBIT C

**MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM –
CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS
FOR LOBBYING**

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Full Name of the Grantee

By: _____
Authorized Signature for the Grantee

Date

Printed Name and Title

EXHIBIT D

OFFICE OF STATEWIDE BROADBAND – DHCD

MARYLAND CONNECTED COMMUNITIES GRANT FINAL REPORT INSTRUCTIONS

Pursuant to the Memorandum of Understanding, Section 2(e) with the Office of Statewide Broadband (OSB) and Department of Housing and Community Development (DHCD), grantees shall provide a final invoice no later than December 15, 2023 with supporting documentation.

The attached report is a fillable PDF which grantees should complete during the final close out process along with the final reimbursement request.

Complete the form as follows:

1. Provide the date of the report
2. Provide the project start date
3. Provide the project name – as stated on the award letter
4. Name of organization – as stated on the award letter
5. Organization type – as stated on the application
6. Insert the County

Project Update

1. Check the funding category for the project by identifying the specific item in each category used in the project. The categories are equipment, service or miscellaneous.
2. Provide the demographics by checking the box corresponding to the population served
3. Include the number of schools, libraries or people served
4. List your accomplishments – include all aspects of the project that showed successful implementation
5. List any obstacles that you faced during the completion of this project – include all barriers that interfered with the successful implementation of the project
6. Total project cost to date and indicated if the project was on budget – cumulative total of reimbursement requests submitted to OSB
7. Include the completion date and if the project was completed on schedule

Be sure to identify the person preparing the report, provide a signature, title and date

The final report is to be submitted to <mailto:osb@maryland.gov>

**OFFICE OF STATEWIDE BROADBAND – DHCD
MARYLAND CONNECTED COMMUNITIES GRANT
INTERIM & FINAL REPORT**

DATE OF REPORT		PROJECT START DATE	
PROJECT NAME			
NAME OF ORGANIZATION			
ORGANIZATION TYPE	LOCAL GOVERNMENT _____ NON PROFIT/501(c) ENTITY _____ ANCHOR INSTITUTION _____		
COUNTY		MD	
PROJECT REPORT			
FUNDING CATEGORY IDENTIFY THE SPECIFIC ITEM IN EACH CATEGORY FOR YOUR PROJECT (i.e. EQUIPMENT – WIFI HOTSPOTS OR SERVICE – INTERNET SERVICES TO SCHOOLS)	EQUIPMENT _____ SERVICE _____ MISCELLANEOUS _____		
DEMOGRAPHICS	LOW INCOME _____ AGING/SENIORS _____ DISABLED _____ LANGUAGE BARRIERS _____ RACIAL OR ETHNIC MINORITIES _____ RURAL RESIDENTS _____		
NUMBER OF SCHOOLS, LIBRARIES, OR PEOPLE SERVED (PLEASE SPECIFY)			
ACCOMPLISHMENTS			
OBSTACLES			
TOTAL PROJECT COSTS TO DATE	\$ _____ ON BUDGET? _____		
COMPLETION DATE	_____ ON SCHEDULE? _____		
REPORT PREPARED BY			
PREPARER TITLE			
SIGNATURE			

EXHIBIT E

OFFICE OF STATEWIDE BROADBAND – DHCD

MARYLAND CONNECTED COMMUNITIES GRANT REIMBURSEMENT PROCEDURES

The Office of Statewide Broadband (OSB) is responsible for processing all reimbursement requests for grantees for the Maryland Connected Communities (GAP) Grant Program.

Please follow the outlined procedure for processing reimbursement requests to this office. As a reminder, a final report is due with the final invoice no later than December 31, 2023 with all supporting documentation. The final report template and instructions has been shared with each grantee for reference.

Reimbursement Request Procedure:

1. Collect all quotes, paid and unpaid invoices from vendors used in the MD-GAP program
2. Prepare a dated cover letter or standard invoice requesting reimbursement which includes the following information:
 - a. Name of the project
 - b. Exact dollar amount requested
 - c. Verification of mailing address for checks to be delivered
 - d. Name of contact person with email and phone number
3. Scan clear copies of all documentation along with a cover letter
4. Email to <mailto:osb.md@maryland.gov> the cover letter and scan copies of supporting documentation in (1) PDF file

If you have questions or concerns, do not hesitate to reach out to the OSB office at <mailto:osb.md@maryland.gov>. You may also contact Ronnie Hammond, Program Manager, Digital Equity & Inclusion, (301) 429-7514, Ronnie.hammond@maryland.gov