

Terry L. Baker, *President*
Jeffrey A. Cline, *Vice*
President



John F. Barr
Wayne K. Keefer
LeRoy E. Myers, Jr.

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BOARD OF COUNTY COMMISSIONERS
February 6, 2018
Agenda

- 9:00 A.M. INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Terry L. Baker*
APPROVAL OF MINUTES – JANUARY 30, 2018
- 9:05 A.M. CONVENE IN CLOSED SESSION
To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; to consider a matter that concerns the proposal for a business or industrial organization to locate, expand or remain in the State; to consider matters that relate to collective bargaining negotiations; and to consult with counsel to obtain legal advice on a legal matter.
- 10:00 A.M. RECONVENE IN OPEN SESSION
- 10:01 A.M. COMMISSIONERS' REPORTS AND COMMENTS
- 10:05 A.M. REPORTS FROM COUNTY STAFF
- 10:15 A.M. COMMUNITY GRANT MANAGEMENT OFFICE NAME AND TITLE CHANGES
Jim Hovis, Chief Operations Officer
- 10:20 A.M. URBAN IMPROVEMENT PROJECT GRANT AGREEMENT AND SUB-RECIPIENT AGREEMENT
Susan Buchanan, Grant Manager, Community Grant Management
- 10:30 A.M. CITIZENS PARTICIPATION
- 10:35 A.M. IMRE T. JARMY AND LINDA A. JARMY CONSERVATION RESERVE ENHANCEMENT PROGRAM (CREP) EASEMENT
Eric Seifarth, Rural Preservation Administrator, Planning and Zoning
- 10:40 A.M. CONOCOCHEAGUE TREATMENT PLANT ENR UPGRADE CHANGE ORDER
Mark Bradshaw, Deputy Director, Division of Water Quality, Engineering
- 10:50 A.M. SOLE SOURCE BID AWARD – PURCHASE OF GAS CHROMATOGRAPHY/MASS SPECTROMETER EQUIPMENT
Rick Curry, Director, Purchasing; Sheriff Doug Mullendore

(continued on second page)

- 10:55 A.M. REJECTION OF BIDS (PUR-1359) ONE NEW HAZMAT UNIT
Rick Curry, Director, Purchasing; Jonathan Hart, Assistant Director, Fire Operations
- 11:00 A.M. RECESS/DEPART FOR CHAMBER OF COMMERCE LUNCH/PROGRAM
Location: Hager Hall Conference Center, 901 Dual Highway, Hagerstown, Maryland
- 1:30 P.M. JOINT MEETING: WASHINGTON COUNTY BOARD OF EDUCATION
Location: Center for Education Services, 10435 Downsville Pike, Hagerstown, Maryland
- Washington County Board of Education's Draft FY 2019 General Fund Operating Budget – *Board of Education members and staff*

2:30 P.M. RECESS

EVENING MEETING AT THE TOWN OF WILLIAMSPORT

Location: 2 N. Conococheague Street, Williamsport, Maryland

- 7:00 P.M. INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Terry L. Baker*
- 7:05 P.M. MAYOR AND COUNCIL'S REPORTS AND COMMENTS
- 7:15 P.M. COMMISSIONERS' REPORTS AND COMMENTS
- 7:20 P.M. REPORTS FROM COUNTY STAFF
- 7:25 P.M. CITIZENS PARTICIPATION
- 7:35 P.M. ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Office of Community Grant Management Name and Title Changes

PRESENTATION DATE: February 6, 2018

PRESENTATION BY: James Hovis, Chief Operations Officer

RECOMMENDED MOTION: Move to approve renaming the Office of Community Grant Management the Office of Grant Management, and changing the job title of the department's Administrative Assistant to Charitable Gaming Manager.

REPORT-IN-BRIEF: The Office of Community Grant Management requests approval to change the name of the department and the job title of one staff position to more accurately reflect the nature of both the department and the position.

DISCUSSION: In 2011, the Office of Community Grant Management was created as a result of the merger of the Washington County Community Partnership for Children & Families and the Washington County Gaming Office. Since that time the role of the office has changed from managing community grants for youth and families to providing management and oversight for all County grant funding. The proposed re-naming of the department more accurately represents the department's purpose and will prevent confusion that the department provides grant-writing services for the general public. Moreover, the name change will be consistent with other County grant offices both within the State of Maryland and nationwide.

In addition to grant management, oversight of the County's charitable gaming program is an important function of the Department of Community Grant Management. Laura Reamy, the department's Administrative Assistant, currently manages and provides oversight over the department's gaming operations. Ms. Reamy was hired in 2006 as an Office Associate, and as her job duties and responsibilities changed she has been upgraded to Senior Office Associate in 2009 and Administrative Assistant in 2012. Despite the upgrades to position, the job description of Administrative Assistant still does not accurately reflect Ms. Reamy's actual job duties or her function within the department. Changing this job title to Charitable Gaming Manager and updating the job description to include these job duties will accurately reflect the nature of the position. This will also make it easier for the public to determine whom to contact for gaming information within the department.

FISCAL IMPACT: There is no fiscal impact, the requested changes to the job title and job description will not impact the position's grade or pay rate.

CONCURRENCES: Stephanie Stone, Director of Health and Human Services

ALTERNATIVES: Deny request

ATTACHMENTS: Proposed Charitable Gaming Manager job description

AUDIO/VISUAL NEEDS:

Charitable Gaming Manager

Grade: 9
FLSA Status: Non-Exempt

GENERAL DEFINITION OF WORK:

Manages the day-to day operations of the charitable gaming program. Direction is provided by the Director of the Department of Grant Management. Supervision may be exercised over subordinate clerical personnel.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Monitors the regulatory and statutory compliance of gaming operators and wholesalers.
2. Ensures tip jar packet game structures are compliant with State and local regulations.
3. Reconciles data provided by tip jar manufacturers and wholesaler reports to ensure proper tax is collected.
4. Performs onsite and remote inspections and investigations of gaming related complaints.
5. Possesses comprehensive knowledge of Maryland State Gaming laws along with County Gaming Regulations.
6. Recommends the approval/denial of gaming licenses and permits.
7. Maintains inventory of gaming related office supplies.
8. Utilizes available databases such as the Maryland State Department of Assessments and Taxations, GuideStar, IRS, Maryland Judiciary Business Licenses in order to gather data used for processing applications.
9. Tracks tip jar tax collections through the County's fiscal management system.
10. Produces regular gaming reports for the review of the department director.
11. Assists Director with development of Gaming budget.
12. Produces the annual Washington County Charitable Gaming Report.
13. Provides gaming program guidance to the department's Senior Office Associate and Gaming Inspector.
14. Provides direct customer service to department customers in person, via phone, and by email.
15. Provides oversight over amusement and bingo licenses and permits ensuring compliance with regulations.
16. Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of all aspects of County's charitable gaming program including State and Local regulations; ability to work with minimal oversight and provide recommendations to Director; thorough knowledge of proper business English and spelling; ability to interpret legal documents; thorough knowledge and expertise in the operation of personal computers with excellent skills in the use of Microsoft Word and Excel; ability to create complex reports; ability to answer inquiries and assist the general public in a courteous manner; ability to organize and assist in a wide variety of projects; ability to understand and follow complex oral and written instructions; ability to supervise a small group of clerical/secretarial personnel possessing a wide variety of skills; ability to establish and maintain effective working relationships with associates and the general public.

EDUCATION AND EXPERIENCE:

Two years' experience in the gaming industry or regulation of gaming or similar type of field is strongly preferred. Any combination of education and experience equivalent to graduation from high school. Advanced training certificate/degree in related field preferred.

PHYSICAL REQUIREMENTS:

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires reaching, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

Possession of a valid driver's license with ability to maintain.



Open Session Item

SUBJECT: Hagerstown Urban Improvement Project-Grant Agreement and Sub-Recipient Agreement Review and Approval

PRESENTATION DATE: February 6, 2018

PRESENTATION BY: Susan Buchanan, Grant Manager
Office of Community Grant Management

RECOMMENDED MOTION: Move to approve the presented sub-recipient agreements for execution to the City of Hagerstown for consideration and formal approval by their Mayor and Council; Allow for non-substantive modifications to the sub-recipient agreements with the concurrence of the County Attorney; and upon execution of this sub-recipient agreements, approve the execution of two (2) Fiscal Year 2018 Capital Projects Grant Agreements between the State of Maryland (Funder), the County (Grantee), and the City of Hagerstown(Recipient).

REPORT-IN-BRIEF: In 2017, the Hagerstown Urban Improvement Project received two (2) Maryland Capital Bond Bill awards - One award in the amount of one hundred fifty-five thousand Dollars (\$155,000) and the second in the amount of forty-five thousand dollars (\$45,000). The Bond Bill language designated Washington County as the Grantee and City of Hagerstown as the beneficiary on both bond bills. As the grantee, the County is responsible to draft and enter into sub-recipient agreements with the beneficiary. Upon execution of the sub-recipient agreements the County and beneficiary must agree to and execute the Capital Projects Grant Agreements to receive awarded funding. Should approval be provided upon the agreements presented herein, any substantive requests from sub-recipients will be brought before the Board for formal approval.

DISCUSSION: The sub-recipients agreement primarily serves as a means to detail agreed upon financial considerations as well as the obligations associated with the receipt of such funding. The entire agreement is contingent upon receipt of funding from the State. The document details specific reporting procedures and remedies available to the County for a default of agreement. Most importantly, the document incorporates the Capital Project Grant Agreement into the sub-recipient agreement and holds the beneficiary responsible to the same conditions and requirements as the County. The agreement also serves to limit the County's risk of fiscal recovery by the funder in the event of a default of agreement.

Per agreement with the UIP partners, this award totaling \$200,000 will be used for expenses associated Plaza component of the UIP project.

FISCAL IMPACT: The execution of the sub-recipient agreements and the Capital Grant Agreement will have no fiscal impact to the County. However, the County could be responsible initially for fiscal recovery in the event of a default by the sub-recipient. The sub-

recipient agreement will provide the County remedies to recover any liabilities from the sub-recipients of the awarded funding.

CONCURRENCES: County Administrator, Chief Operations Officer

ALTERNATIVES: Deny the awarded funding thereby eliminating the need for the sub-recipient agreement.

ATTACHMENTS: Capital Projects Grant Agreements, Draft Sub-Recipient Agreements

AUDIO/VISUAL TO BE USED: N/A

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

August 1, 2017

Mr. Robert Slocum
County Administrator
Board of County Commissioners of Washington County
100 West Washington Street, Suite 1101
Hagerstown, Maryland 21740

Re: Hagerstown Urban Improvement Project
DGS Item G090, Chapter 022, Acts of 2017 – \$45,000

Dear Mr. Slocum:

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, 2019**.
- (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, 2024**.

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.

Mr. Robert Slocum
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,

Kim Langkam
for Catherine Ensor
Program Manager
Capital Grants Program

Enclosures

GRANT APPLICATION CHECKLIST

SUBMITTED BY: Board of County Commissioners of Washington County

BOND BILL/CHAPTER NO.: MCCBL - H - Hagerstown Urban Improvement Project
Loan of 2017, Item G090, Chapter 022, Acts of 2017

Complete X 'd items:

- Grant Application
- 2** Grant Agreements (authorized representative signature)
- Matching Fund Documentation (Invoice Schedule if expenditures)
- Affidavit for Religious Purposes
- Affidavit for Lobbying

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

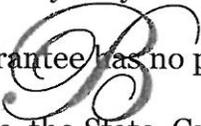
Department of General Services
Capital Grants Program
State Office Building, Room 1405
301 West Preston Street
Baltimore, Maryland 21201

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

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 Board of County Commissioners of Washington County ("**Grantee**"), whose federal taxpayer identification number is _____ and the Mayor and City Council of the City of Hagerstown ("**Beneficiary**") 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 **Hagerstown Urban Improvement Project** provided that Grantee expends the money only for the purposes outlined below.
- C. Grantee  has no property interest in the Project.

Therefore, the State, Grantee, and Beneficiary agree as follows:

1. Purpose. Grantee and Beneficiary may use grant funds for the following purpose only ("**Project**"); For the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the Hagerstown Urban Improvement Project, located in Washington County.

(See **Enabling Act**: DGS Item G090, Chapter 022 of the Laws of Maryland 2017; 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 or Beneficiary not to exceed the lesser of: (\$45,000.00) Forty Five Thousand Dollars or the amount of Grantee's matching fund according to the matching fund requirement as stated in the Enabling Act.
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 6/1/2019; or (b) no part of the Project is under contract by 6/1/2024 or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2024.
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 or Beneficiary 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* [www.dgs.maryland.gov/grants] are incorporated herein by reference. The State shall make payment to, or on behalf of Grantee or Beneficiary 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
 CGL Program Manager
 301 W. Preston Street, Room 1405
 Baltimore, Maryland 21201

To the Grantee:

To the Beneficiary:

11. Default. A default is Grantee's or Beneficiary'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 or Beneficiary to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee or Beneficiary from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee or Beneficiary.
 - (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 or Beneficiary 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 on the merger, dissolution, or other termination of the existence of Grantee or Beneficiary. Grantee or Beneficiary 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 or beneficiary to repay a percentage of the proceeds that are allocable to the grant.
14. Inspection and Retention of Records. Grantee and Beneficiary shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee or Beneficiary relating to this Grant. Grantee and Beneficiary 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 or Beneficiary 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 or Beneficiary'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 or Beneficiary, as applicable, and to the BPW.

- (b) On request, Grantee or Beneficiary 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 or Beneficiary may self-insure Grant-Funded Property if Grantee or Beneficiary has adequate financial resources.

16. Indemnification. Grantee and Beneficiary are 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 and Beneficiary's use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantee, Beneficiary, 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 or Beneficiary'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 and Beneficiary 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 and Beneficiary each certify that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee and Beneficiary shall each:
- (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 and Beneficiary each 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 Beneficiary, 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 Beneficiary, 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 and Beneficiary are 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 and Beneficiary are 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 Administrative Board of Election Laws 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. Neither Grantee nor Beneficiary has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee or Beneficiary, to solicit or secure the Grant. Neither Grantee nor Beneficiary has 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, each of Grantee and Beneficiary 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 or Beneficiary.

- 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: _____

 BENEFICIARY:
 By: _____
 Name: _____
 Title: _____

STATE OF MARYLAND
 BOARD OF PUBLIC WORKS
 By: _____
 Sheila McDonald
 Executive Secretary

Approved as to form and legal
 sufficiency for the State of Maryland.
 Board of Public Works General Counsel
 as of _____

 Date

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

Exhibit 1

HOUSE BILL 151

B5

(7lr0153)

ENROLLED BILL

— Appropriations/Budget and Taxation —

Introduced by The Speaker (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.

Speaker.

CHAPTER 0022 APR 06 2017

1 AN ACT concerning

ARTICLE II SECTION 17(b)

2 **Creation of a State Debt - Maryland Consolidated Capital Bond Loan of 2017,**
3 **and the Maryland Consolidated Capital Bond Loans of ~~2009, 2006, 2008, 2009,~~**
4 **2010, 2012, 2013, 2014, 2015, and 2016**

5 FOR the purpose of authorizing the creation of a State Debt in the amount of ~~One Billion,~~
6 ~~Thirteen Million, Two Hundred Sixty Seven Thousand Dollars (\$1,013,267,000),~~
7 ~~One Billion, Eighty Three Million, Three Hundred and Seven Thousand Dollars~~
8 ~~(\$1,083,307,000), One Billion, Eighty Three Million, One Hundred and Thirty Eight~~
9 ~~Thousand, and One Hundred and Twenty One Dollars (\$1,083,138,121) One Billion,~~
10 ~~Eighty-Nine Million, Three Hundred and Eighty-Three Thousand, and One~~
11 ~~Hundred and Twenty-One Dollars (\$1,089,383,121), the proceeds to be used for~~
12 certain necessary building, construction, demolition, planning, renovation,
13 conversion, replacement, and capital equipment purchases of the State, for acquiring
14 certain real estate in connection therewith, and for grants to certain subdivisions
15 and other organizations for certain development and improvement purposes, subject

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 reconstruction, site improvement, and capital equipping of
 2 multiple transit oriented development public art projects,
 3 located in Prince George's County (Prince George's County) ... 150,000

4 (BK) St. Luke's Preschool. Provide a grant equal to the lesser of (i)
 5 \$20,000 or (ii) the amount of the matching fund provided, to the
 6 Board of Trustees of St. Luke's Methodist Church of St.
 7 Michaels, Maryland for the acquisition, planning, design,
 8 construction, repair, renovation, reconstruction, site
 9 improvement, and capital equipping of playground equipment
 10 for St. Luke's Preschool, located in Talbot County.
 11 Notwithstanding Section 1(5) of this Act, the matching fund may
 12 consist of funds expended prior to the effective date of this Act
 13 (Talbot County)..... 20,000

G089

14 (BL) Hagerstown Urban Improvement Project. Provide a grant
 15 equal to the lesser of (i) ~~\$50,000~~ \$45,000 or (ii) the amount of
 16 the matching fund provided, to the Board of County
 17 Commissioners of Washington County for the acquisition,
 18 planning, design, construction, repair, renovation,
 19 reconstruction, site improvement, and capital equipping of the
 20 Hagerstown Urban Improvement Project, located in
 21 Washington County (Washington County)..... 50,000
 22 45,000

G090

23 (BM) Lower Shore Clinic Day Program for Seniors with Disabilities
 24 Facility. Provide a grant equal to the lesser of (i) \$50,000 or (ii)
 25 the amount of the matching fund provided, to the Board of
 26 Directors of the Lower Shore Clinic, Inc. for the Lower Shore
 27 Clinic Day Program for Seniors with Disabilities, located in
 28 Wicomico County (Wicomico County) 50,000

G091

29 ZA03 LOCAL SENATE INITIATIVES

30 (A) Hancock's Resolution Visitor Center and Barn. Provide a grant
 31 equal to the lesser of (i) \$250,000 or (ii) the amount of the
 32 matching fund provided, to the County Executive and County
 33 Council of Anne Arundel County and the Board of Directors of
 34 the Friends of Hancock's Resolution, Inc. for the acquisition,
 35 planning, design, construction, repair, renovation,
 36 reconstruction, site improvement, and capital equipping of a
 37 visitor center and barn at Hancock's Resolution Historic Park,
 38 located in Anne Arundel County (Statewide)..... 250,000

G092

39 (A-1) Maryland Center for Veterans Education and Training. Provide
 40 a grant of \$200,000 to the Board of Directors of The Maryland
 41 Center for Veterans Education and Training, Incorporated for

159

| | | | |
|----|------|---|----------------|
| 1 | | <u>Wicomico County (Wicomico County)</u> | <u>50,000</u> |
| 2 | (BV) | <u>Believe in Tomorrow Cottage By the Sea. Provide a grant equal</u> | |
| 3 | | <u>to the lesser of (i) \$100,000 or (ii) the amount of the matching</u> | |
| 4 | G161 | <u>fund provided, to the Board of Directors of the Believe in</u> | |
| 5 | | <u>Tomorrow National Children's Foundation, Inc. for the</u> | |
| 6 | | <u>acquisition, planning, design, construction, repair, renovation,</u> | |
| 7 | | <u>reconstruction, site improvement, and capital equipping of the</u> | |
| 8 | | <u>Believe in Tomorrow Cottage By the Sea respite housing facility,</u> | |
| 9 | | <u>located in Worcester County (Worcester County).....</u> | <u>100,000</u> |
| 10 | ZB02 | LOCAL JAILS AND DETENTION CENTERS | |
| 11 | (A) | Anne Arundel County Detention Center. Provide a grant to the | |
| 12 | | County Executive and County Council of Anne Arundel County | |
| 13 | | to design, construct, and equip a new Central Holding and | |
| 14 | G162 | Processing Center at the Anne Arundel County Detention | |
| 15 | | Center on Jennifer Road, subject to the requirement that the | |
| 16 | | grantee provide an equal and matching fund for this purpose | |
| 17 | | (Anne Arundel County) | 1,800,000 |
| 18 | (B) | Calvert County Detention Center. Provide a grant to the | |
| 19 | | County Commissioners of Calvert County to design and | |
| 20 | G163 | construct site and security improvements at the Calvert | |
| 21 | | County Detention Center, subject to the requirement that the | |
| 22 | | grantee provide an equal and matching fund for this purpose | |
| 23 | | (Calvert County) | 508,000 |
| 24 | (C) | Montgomery County Pre-Release Center. Provide a grant to | |
| 25 | | the County Executive and County Council of Montgomery | |
| 26 | G164 | County to design, construct, and capital equip renovations to | |
| 27 | | the Pre-Release Center's Dietary Center, subject to the | |
| 28 | | requirement that the grantee provide an equal and matching | |
| 29 | | fund for this purpose (Montgomery County) | 1,204,000 |
| 30 | (D) | Prince George's County Correctional Center. Provide a grant to | |
| 31 | | the County Executive and County Council of Prince George's | |
| 32 | | County for the renovation and expansion of the Correctional | |
| 33 | G165 | Center's Medical Unit, subject to the requirement that the | |
| 34 | | grantee provide an equal and matching fund for this purpose | |
| 35 | | (Prince George's County) | 1,000,000 |
| 36 | (4) | An annual tax is imposed on all assessable property in the State in rate and | |
| 37 | | amount sufficient to pay the principal of and interest on the bonds, as and when due and | |
| 38 | | until paid in full. The principal shall be discharged within 15 years after the date of issue | |
| 39 | | of the bonds. | |

1 (5) (a) Prior to the payment of any matching grant funds under the provisions
2 of Section 1(3), Items ZA00 through ZB02 above, grantees shall provide and expend
3 matching funds as specified. No part of a grantee's matching fund may be provided, either
4 directly or indirectly, from funds of the State, whether appropriated or unappropriated.
5 Except as otherwise provided, no part of the fund may consist of real property, in kind
6 contributions, or funds expended prior to the effective date of this Act. In case of any dispute
7 as to what money or assets may qualify as matching funds, the Board of Public Works shall
8 determine the matter, and the Board's decision is final. Grantees have until June 1, 2019,
9 to present evidence satisfactory to the Board of Public Works that the matching fund will
10 be provided. If satisfactory evidence is presented, the Board shall certify this fact to the
11 State Treasurer and the proceeds of the loan shall be expended for the purposes provided
12 in this Act. If this evidence is not presented by June 1, 2019, the proceeds of the loan shall
13 be applied to the purposes authorized in § 8-129 of the State Finance and Procurement
14 Article.

15 (b) It is further provided that when an equal and matching fund is specified
16 in Section 1(3), Items ZA00 through ZB02 above, grantees shall provide a matching fund
17 equal to the lesser of (i) the authorized amount of the State grant or (ii) the amount of the
18 matching fund certified by the Board of Public Works. If satisfactory evidence is presented,
19 the Board shall certify this fact and the amount of the matching fund to the State Treasurer
20 and the proceeds of the loan equal to the amount of the matching fund shall be expended
21 for the purposes provided in this Act. If this evidence is not presented by June 1, 2019, the
22 proceeds of the loan shall be applied to the purposes authorized in § 8-129 of the State
23 Finance and Procurement Article. The proceeds of any amount of the loan in excess of the
24 matching fund certified by the Board of Public Works shall also be applied to the purposes
25 authorized in § 8-129 of the State Finance and Procurement Article.

26 (6) (a) Prior to the issuance of the bonds, unless the Maryland Historical Trust
27 determines that the property to be assisted by a grant under Section 1(3) Items ZA00
28 through ZB02 of this Act is not significant, is significant only as a contributing property to
29 a historic district listed in the Maryland register of historic properties, is a type that is
30 already adequately represented among the Trust's existing easement properties, is already
31 subject to a perpetual historic preservation easement acceptable to the Trust, or conditions
32 peculiar to the property make an easement impractical, the grantee shall grant and convey
33 to the Maryland Historical Trust a perpetual preservation easement to the extent of its
34 interest:

35 (i) On the portion of the land necessary to preserve the historic
36 setting of the capital project assisted by the grant; and

37 (ii) On the exterior and interior, where appropriate, of the historic
38 structures affected by the construction or renovation project assisted by the grant.

39 (b) If the grantee or beneficiary of the grant holds a lease on the land and
40 structures, the Trust may accept an easement on the leasehold interest.

41 (c) The easement must be in form and substance acceptable to the Trust,

1 and the extent of the interest to be encumbered must be acceptable to the Trust, and any
2 liens or encumbrances against the land or the structures must be acceptable to the Trust.

3 (d) (i) A grantee may appeal a perpetual preservation easement
4 determination made by the Maryland Historical Trust or the Director under subparagraph
5 (a) of this paragraph to the Maryland Historical Trust Board of Trustees.

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

8 (7) The proceeds of the loan must be expended or encumbered by the Board of
9 Public Works for the purposes provided in this Act no later than June 1, 2024. If any funds
10 authorized by this Act remain unexpended or unencumbered after June 1, 2024, the
11 amount of the unexpended or unencumbered authorization shall be canceled and be of no
12 further force and effect. If bonds have been issued for the loan, the amount of unexpended
13 or unencumbered bond proceeds shall be disposed of as provided in § 8-129 of the State
14 Finance and Procurement Article.

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

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

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

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

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

28 (i) The technical differences between an appropriation in Sections
29 1(3) Items ZA00 through ZB02 above and the proposed use of the funds; and

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

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

34 (ii) If the Office of Policy Analysis does not submit written objections
35 within 45 days, the Department of Budget and Management shall provide certification in

1 writing to the Board of Public Works that the proposed use of funds may be approved
2 notwithstanding technical differences in the appropriation in Section 1(3) Items ZA00
3 through ZB02 above.

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

6 Chapter 46 of the Acts of 2006, as amended by Chapter 430 of the Acts of 2013
7 and Chapter 463 of the Acts of 2014

8 Section 1(3)

9 ZA01 LOCAL SENATE INITIATIVES

10 (CE) White Rose Foundation Service Center. Provide a grant of
11 \$375,000 to the Board of Directors of the White Rose
12 Foundation, Inc. for the acquisition, repair, renovation, and
13 capital equipping of a service center for the White Rose
14 Foundation, located in Upper Marlboro. Notwithstanding
15 Section 1(7) of this Act, this grant may not terminate before
16 June 1, [2018] 2019 (Prince George's County) 375,000

17 Chapter 46 of the Acts of 2006, as amended by Chapter 707 of the Acts of
18 2009, Chapter 430 of the Acts of 2013, and Chapter 495 of the Acts of 2015

19 Section 1(3)

20 ZA02 LOCAL HOUSE OF DELEGATES INITIATIVES

21 (BI) College Park City Hall. Provide a grant equal to the lesser of (i)
22 \$400,000 or (ii) the amount of the matching fund provided, to
23 the Mayor and City Council of the City of College Park for the
24 design, engineering, construction, and renovation of the City
25 Hall for the City of College Park, located in College Park.
26 Notwithstanding Section 1(7) of this Act, this grant may not
27 terminate before June 1, [2017] 2019 (Prince George's
28 County) 400,000

29 Chapter 336 of the Acts of 2008

30 Section 1(3)

31 WA01 DEPARTMENT OF STATE POLICE

32 (A) Tactical Service Facility - Garage. Provide funds to construct
33 and equip a garage and storage building at the Maryland State
34 Police Waterloo Barrack Complex in Jessup.

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

August 1, 2017

Mr. Robert Slocum
County Administrator
Board of County Commissioners of Washington County
100 West Washington Street, Room 1101
Hagerstown, Maryland 21740

Re: Hagerstown Urban Improvement Project
DGS Item G158, Chapter 022, Acts of 2017 – \$155,000

Dear Mr. Slocum:

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, 2019**.
- (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, 2024**.

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.

Mr. Robert Slocum
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,

Kim Langkam

for Catherine Ensor
Program Manager
Capital Grants Program

Enclosures

GRANT APPLICATION CHECKLIST

SUBMITTED BY: Board of County Commissioners of Washington County

BOND BILL/CHAPTER NO.: MCCBL - S - Hagerstown Urban Improvement Project
Loan of 2017, Item G158, Chapter 022, Acts of 2017

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!**

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 Board of County Commissioners of Washington County ("**Grantee**"), whose federal taxpayer identification number is _____ and the Mayor and City Council of the City of Hagerstown ("**Beneficiary**") 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 **Hagerstown Urban Improvement Project** provided that Grantee expends the money only for the purposes outlined below.
- C. Grantee ~~has~~ no property interest in the Project.

Therefore, the State, Grantee, and Beneficiary agree as follows:

1. Purpose. Grantee and Beneficiary may use grant funds for the following purpose only ("**Project**"); For the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the Hagerstown Urban Improvement Project, located in Washington County.

(See **Enabling Act:** DGS Item G158, Chapter 022 of the Laws of Maryland 2017; 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 or Beneficiary not to exceed the lesser of: (\$155,000.00) One Hundred Fifty Five Thousand Dollars or the amount of Grantee's matching fund according to the matching fund requirement as stated in the Enabling Act.
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 6/1/2019; or (b) no part of the Project is under contract by 6/1/2024 or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2024.
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 or Beneficiary 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* [www.dgs.maryland.gov/grants] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee or Beneficiary 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
 CGL Program Manager
 301 W. Preston Street, Room 1405
 Baltimore, Maryland 21201

To the Grantee:

To the Beneficiary:

11. Default. A default is Grantee's or Beneficiary'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 or Beneficiary to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee or Beneficiary from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee or Beneficiary.
 - (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 or Beneficiary 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 on the merger, dissolution, or other termination of the existence of Grantee or Beneficiary. Grantee or Beneficiary 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 or beneficiary to repay a percentage of the proceeds that are allocable to the grant.
14. Inspection and Retention of Records. Grantee and Beneficiary shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee or Beneficiary relating to this Grant. Grantee and Beneficiary 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 or Beneficiary 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 or Beneficiary'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 or Beneficiary, as applicable, and to the BPW.

- (b) On request, Grantee or Beneficiary 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 or Beneficiary may self-insure Grant-Funded Property if Grantee or Beneficiary has adequate financial resources.

16. Indemnification. Grantee and Beneficiary are 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 and Beneficiary's use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantee, Beneficiary, 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 or Beneficiary'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 and Beneficiary 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 and Beneficiary each certify that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee and Beneficiary shall each:
- (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 and Beneficiary each 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 Beneficiary, 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 Beneficiary, 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 and Beneficiary are 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 and Beneficiary are 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 Administrative Board of Election Laws 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. Neither Grantee nor Beneficiary has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee or Beneficiary, to solicit or secure the Grant. Neither Grantee nor Beneficiary has 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, each of Grantee and Beneficiary 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 or Beneficiary.

- 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: _____

BENEFICIARY:

By: _____

Name: _____

Title: _____

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

By: _____

Sheila McDonald
Executive Secretary

Approved as to form and legal
sufficiency for the State of Maryland.
Board of Public Works General Counsel
as of _____

_____ Date

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

Exhibit 1

HOUSE BILL 151

B5

(7lr0153)

ENROLLED BILL

— Appropriations/Budget and Taxation —

Introduced by The Speaker (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.

Speaker.

CHAPTER 0022 APR 06 2017

1 AN ACT concerning

ARTICLE II SECTION 17(b)

2 **Creation of a State Debt - Maryland Consolidated Capital Bond Loan of 2017,**
3 **and the Maryland Consolidated Capital Bond Loans of ~~2009, 2006, 2008, 2009,~~**
4 **2010, 2012, 2013, 2014, 2015, and 2016**

5 FOR the purpose of authorizing the creation of a State Debt in the amount of ~~One Billion,~~
6 ~~Thirteen Million, Two Hundred Sixty Seven Thousand Dollars (\$1,013,267,000),~~
7 ~~One Billion, Eighty Three Million, Three Hundred and Seven Thousand Dollars~~
8 ~~(\$1,083,307,000), ~~One Billion, Eighty Three Million, One Hundred and Thirty Eight~~~~
9 ~~Thousand, and One Hundred and Twenty One Dollars (\$1,083,138,121)~~ One Billion,
10 Eighty-Nine Million, Three Hundred and Eighty-Three Thousand, and One
11 Hundred and Twenty-One Dollars (\$1,089,383,121), the proceeds to be used for
12 certain necessary building, construction, demolition, planning, renovation,
13 conversion, replacement, and capital equipment purchases of the State, for acquiring
14 certain real estate in connection therewith, and for grants to certain subdivisions
15 and other organizations for certain development and improvement purposes, subject

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 | | <u>the Board of Directors of the Catholic Charities of the</u> | |
| 2 | | <u>Archdiocese of Washington, Inc. for the acquisition, planning,</u> | |
| 3 | | <u>design, construction, repair, renovation, reconstruction, site</u> | |
| 4 | | <u>improvement, and capital equipping of the Susan D. Mona</u> | |
| 5 | | <u>Center, located in Prince George's County. Notwithstanding</u> | |
| 6 | | <u>Section 1(5) of this Act, the matching fund may consist of real</u> | |
| 7 | | <u>property (Prince George's County).....</u> | <u>100,000</u> |
| 8 | (BQ) | <u>Transit Oriented Development Public Art Projects. Provide a</u> | |
| 9 | | <u>grant of \$125,000 to the Board of Directors of the Prince</u> | |
| 10 | | <u>George's Arts and Humanities Council, Inc. for the acquisition,</u> | |
| 11 | 163 | <u>planning, design, construction, repair, renovation,</u> | |
| 12 | | <u>reconstruction, site improvement, and capital equipping of</u> | |
| 13 | | <u>multiple transit oriented development public art projects,</u> | |
| 14 | | <u>located in Prince George's County (Prince George's County).....</u> | <u>125,000</u> |
| 15 | (BR) | <u>St. Clement's Island North Pier. Provide a grant of \$100,000 to</u> | |
| 16 | | <u>the Board of Directors of St. Clements Hundred, Inc. for the</u> | |
| 17 | 164 | <u>acquisition, planning, design, construction, repair, renovation,</u> | |
| 18 | | <u>reconstruction, site improvement, and capital equipping of the</u> | |
| 19 | | <u>North Pier on St. Clement's Island, located in St. Mary's County</u> | |
| 20 | | <u>(St. Mary's County).....</u> | <u>100,000</u> |
| 21 | (BS) | <u>Hagerstown Urban Improvement Project. Provide a grant equal</u> | |
| 22 | | <u>to the lesser of (i) \$150,000 \$155,000 or (ii) the amount of the</u> | |
| 23 | | <u>matching fund provided, to the Board of County Commissioners</u> | |
| 24 | G158 | <u>of Washington County for the acquisition, planning, design,</u> | |
| 25 | | <u>construction, repair, renovation, reconstruction, site</u> | |
| 26 | | <u>improvement, and capital equipping of the Hagerstown Urban</u> | |
| 27 | | <u>Improvement Project, located in Washington County</u> | |
| 28 | | <u>(Washington County).....</u> | <u>150,000</u> |
| 29 | | | <u>155,000</u> |
| 30 | (BT) | <u>Williamsport American Legion Post 202 World War II</u> | |
| 31 | | <u>Monument. Provide a grant equal to the lesser of (i) \$65,000 or</u> | |
| 32 | | <u>(ii) the amount of the matching fund provided, to the Board of</u> | |
| 33 | G159 | <u>Directors of the Potomac Post No. 202, The American Legion,</u> | |
| 34 | | <u>Incorporated for the Williamsport American Legion Post 202,</u> | |
| 35 | | <u>located in Washington County. Notwithstanding Section 1(5) of</u> | |
| 36 | | <u>this Act, the matching fund may consist of real property or in</u> | |
| 37 | | <u>kind contributions (Washington County).....</u> | <u>65,000</u> |
| 38 | (BU) | <u>Lower Shore Clinic Day Program for Seniors with Disabilities</u> | |
| 39 | | <u>Facility. Provide a grant equal to the lesser of (i) \$50,000 or (ii)</u> | |
| 40 | G160 | <u>the amount of the matching fund provided, to the Board of</u> | |
| 41 | | <u>Directors of the Lower Shore Clinic, Inc. for the Lower Shore</u> | |
| 42 | | <u>Clinic Day Program for Seniors with Disabilities, located in</u> | |

| | | | |
|----|------|---|----------------|
| 1 | | <u>Wicomico County (Wicomico County).....</u> | <u>50,000</u> |
| 2 | (BV) | <u>Believe in Tomorrow Cottage By the Sea. Provide a grant equal</u> | |
| 3 | | <u>to the lesser of (i) \$100,000 or (ii) the amount of the matching</u> | |
| 4 | G161 | <u>fund provided, to the Board of Directors of the Believe in</u> | |
| 5 | | <u>Tomorrow National Children's Foundation, Inc. for the</u> | |
| 6 | | <u>acquisition, planning, design, construction, repair, renovation,</u> | |
| 7 | | <u>reconstruction, site improvement, and capital equipping of the</u> | |
| 8 | | <u>Believe in Tomorrow Cottage By the Sea respite housing facility,</u> | |
| 9 | | <u>located in Worcester County (Worcester County).....</u> | <u>100,000</u> |
| 10 | ZB02 | LOCAL JAILS AND DETENTION CENTERS | |
| 11 | (A) | Anne Arundel County Detention Center. Provide a grant to the | |
| 12 | | County Executive and County Council of Anne Arundel County | |
| 13 | | to design, construct, and equip a new Central Holding and | |
| 14 | G162 | Processing Center at the Anne Arundel County Detention | |
| 15 | | Center on Jennifer Road, subject to the requirement that the | |
| 16 | | grantee provide an equal and matching fund for this purpose | |
| 17 | | (Anne Arundel County) | 1,800,000 |
| 18 | (B) | Calvert County Detention Center. Provide a grant to the | |
| 19 | | County Commissioners of Calvert County to design and | |
| 20 | G163 | construct site and security improvements at the Calvert | |
| 21 | | County Detention Center, subject to the requirement that the | |
| 22 | | grantee provide an equal and matching fund for this purpose | |
| 23 | | (Calvert County) | 508,000 |
| 24 | (C) | Montgomery County Pre-Release Center. Provide a grant to | |
| 25 | | the County Executive and County Council of Montgomery | |
| 26 | G164 | County to design, construct, and capital equip renovations to | |
| 27 | | the Pre-Release Center's Dietary Center, subject to the | |
| 28 | | requirement that the grantee provide an equal and matching | |
| 29 | | fund for this purpose (Montgomery County) | 1,204,000 |
| 30 | (D) | Prince George's County Correctional Center. Provide a grant to | |
| 31 | | the County Executive and County Council of Prince George's | |
| 32 | G165 | County for the renovation and expansion of the Correctional | |
| 33 | | Center's Medical Unit, subject to the requirement that the | |
| 34 | | grantee provide an equal and matching fund for this purpose | |
| 35 | | (Prince George's County) | 1,000,000 |
| 36 | (4) | An annual tax is imposed on all assessable property in the State in rate and | |
| 37 | | amount sufficient to pay the principal of and interest on the bonds, as and when due and | |
| 38 | | until paid in full. The principal shall be discharged within 15 years after the date of issue | |
| 39 | | of the bonds. | |

1 (5) (a) Prior to the payment of any matching grant funds under the provisions
2 of Section 1(3), Items ZA00 through ZB02 above, grantees shall provide and expend
3 matching funds as specified. No part of a grantee's matching fund may be provided, either
4 directly or indirectly, from funds of the State, whether appropriated or unappropriated.
5 Except as otherwise provided, no part of the fund may consist of real property, in kind
6 contributions, or funds expended prior to the effective date of this Act. In case of any dispute
7 as to what money or assets may qualify as matching funds, the Board of Public Works shall
8 determine the matter, and the Board's decision is final. Grantees have until June 1, 2019,
9 to present evidence satisfactory to the Board of Public Works that the matching fund will
10 be provided. If satisfactory evidence is presented, the Board shall certify this fact to the
11 State Treasurer and the proceeds of the loan shall be expended for the purposes provided
12 in this Act. If this evidence is not presented by June 1, 2019, the proceeds of the loan shall
13 be applied to the purposes authorized in § 8-129 of the State Finance and Procurement
14 Article.

15 (b) It is further provided that when an equal and matching fund is specified
16 in Section 1(3), Items ZA00 through ZB02 above, grantees shall provide a matching fund
17 equal to the lesser of (i) the authorized amount of the State grant or (ii) the amount of the
18 matching fund certified by the Board of Public Works. If satisfactory evidence is presented,
19 the Board shall certify this fact and the amount of the matching fund to the State Treasurer
20 and the proceeds of the loan equal to the amount of the matching fund shall be expended
21 for the purposes provided in this Act. If this evidence is not presented by June 1, 2019, the
22 proceeds of the loan shall be applied to the purposes authorized in § 8-129 of the State
23 Finance and Procurement Article. The proceeds of any amount of the loan in excess of the
24 matching fund certified by the Board of Public Works shall also be applied to the purposes
25 authorized in § 8-129 of the State Finance and Procurement Article.

26 (6) (a) Prior to the issuance of the bonds, unless the Maryland Historical Trust
27 determines that the property to be assisted by a grant under Section 1(3) Items ZA00
28 through ZB02 of this Act is not significant, is significant only as a contributing property to
29 a historic district listed in the Maryland register of historic properties, is a type that is
30 already adequately represented among the Trust's existing easement properties, is already
31 subject to a perpetual historic preservation easement acceptable to the Trust, or conditions
32 peculiar to the property make an easement impractical, the grantee shall grant and convey
33 to the Maryland Historical Trust a perpetual preservation easement to the extent of its
34 interest:

35 (i) On the portion of the land necessary to preserve the historic
36 setting of the capital project assisted by the grant; and

37 (ii) On the exterior and interior, where appropriate, of the historic
38 structures affected by the construction or renovation project assisted by the grant.

39 (b) If the grantee or beneficiary of the grant holds a lease on the land and
40 structures, the Trust may accept an easement on the leasehold interest.

41 (c) The easement must be in form and substance acceptable to the Trust,

1 and the extent of the interest to be encumbered must be acceptable to the Trust, and any
2 liens or encumbrances against the land or the structures must be acceptable to the Trust.

3 (d) (i) A grantee may appeal a perpetual preservation easement
4 determination made by the Maryland Historical Trust or the Director under subparagraph
5 (a) of this paragraph to the Maryland Historical Trust Board of Trustees.

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

8 (7) The proceeds of the loan must be expended or encumbered by the Board of
9 Public Works for the purposes provided in this Act no later than June 1, 2024. If any funds
10 authorized by this Act remain unexpended or unencumbered after June 1, 2024, the
11 amount of the unexpended or unencumbered authorization shall be canceled and be of no
12 further force and effect. If bonds have been issued for the loan, the amount of unexpended
13 or unencumbered bond proceeds shall be disposed of as provided in § 8-129 of the State
14 Finance and Procurement Article.

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

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

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

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

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

28 (i) The technical differences between an appropriation in Sections
29 1(3) Items ZA00 through ZB02 above and the proposed use of the funds; and

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

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

34 (ii) If the Office of Policy Analysis does not submit written objections
35 within 45 days, the Department of Budget and Management shall provide certification in

1 writing to the Board of Public Works that the proposed use of funds may be approved
2 notwithstanding technical differences in the appropriation in Section 1(3) Items ZA00
3 through ZB02 above.

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

6 Chapter 46 of the Acts of 2006, as amended by Chapter 430 of the Acts of 2013
7 and Chapter 463 of the Acts of 2014

8 Section 1(3)

9 ZA01 LOCAL SENATE INITIATIVES

10 (CE) White Rose Foundation Service Center. Provide a grant of
11 \$375,000 to the Board of Directors of the White Rose
12 Foundation, Inc. for the acquisition, repair, renovation, and
13 capital equipping of a service center for the White Rose
14 Foundation, located in Upper Marlboro. Notwithstanding
15 Section 1(7) of this Act, this grant may not terminate before
16 June 1, [2018] 2019 (Prince George's County) 375,000

17 Chapter 46 of the Acts of 2006, as amended by Chapter 707 of the Acts of
18 2009, Chapter 430 of the Acts of 2013, and Chapter 495 of the Acts of 2015

19 Section 1(3)

20 ZA02 LOCAL HOUSE OF DELEGATES INITIATIVES

21 (BD) College Park City Hall. Provide a grant equal to the lesser of (i)
22 \$400,000 or (ii) the amount of the matching fund provided, to
23 the Mayor and City Council of the City of College Park for the
24 design, engineering, construction, and renovation of the City
25 Hall for the City of College Park, located in College Park.
26 Notwithstanding Section 1(7) of this Act, this grant may not
27 terminate before June 1, [2017] 2019 (Prince George's
28 County) 400,000

29 Chapter 336 of the Acts of 2008

30 Section 1(3)

31 WA01 DEPARTMENT OF STATE POLICE

32 (A) Tactical Service Facility - Garage. Provide funds to construct
33 and equip a garage and storage building at the Maryland State
34 Police Waterloo Barrack Complex in Jessup.

**HAGERSTOWN URBAN IMPROVEMENT PROJECT
LEGISLATIVE BOND BILL
SUBRECIPIENT AGREEMENT
FISCAL YEAR 2018**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2017, by and between **THE CITY OF HAGERSTOWN** a body corporate and politic and a political subdivision of the State of Maryland (the “Subrecipient”) and the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (the “County”).

RECITALS

The Maryland General Assembly has authorized a Grant entitled “Hagerstown Urban Improvement Project”. The authorization of this grant in the form of a Bond Bill was authorized by the Maryland General Assembly and enacted into Law by Chapter 022, Acts of 2017.

Pursuant to a CAPITAL PROJECTS GRANT AGREEMENT (the “Grant Agreement”) between the State of Maryland (the “State”) acting by and through the Board of Public Works (the “BPW”) and the County, a copy of which is attached hereto as Attachment #1 and which is incorporated herein by reference and made a part of this Agreement as if entirely stated herein, the County has received an award of grant funds for the Hagerstown Urban Improvement Project (the “UIP”) in the amount of Forty Five Thousand Dollars (\$45,000.00) (the “Grant”). The purpose of the Grant is to provide funding for the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the UIP, located in Hagerstown, Washington County, Maryland.

As part of the Grant Agreement, Subrecipient has agreed to comply with all requirements of the Grant as set forth in the Grant Agreement, and as a result the County has designated Subrecipient to be the beneficiary of the authorized funding for eligible expenses, and has allocated Forty-Five Thousand Dollars (\$45,000.00) (“Subrecipient Grant Funds”) to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the performance of the UIP as outlined in the Grant Agreement.
2. Subrecipient recognizes there is a matching funds requirement associated with the acceptance of this Grant. The matching funds equal Forty-Five Thousand Dollars (\$45,000) or the amount of the Grant funds as stated in the Enabling Act.
3. Subrecipient shall arrange for and provide satisfactory evidence of all matching funds to the UIP budget as may be required under the Grant Agreement.
4. The County, as recipient of grant funds, shall reimburse Subrecipient on a periodic basis in an amount equal to the actual expenses incurred by Subrecipient for approved Grant activities as certified to the County by Subrecipient using the prescribed forms. The receipt of State grant funds from BPW is a condition precedent to the County's obligation to reimburse Subrecipient as set forth in this paragraph.
5. Subrecipient shall maintain accurate financial records and shall prepare and certify all reports required by the Grant Agreement and by this Agreement. Certified reports shall be provided to the assigned Washington County Office of Community Grant Management Grant Manager ("OCGM Grant Manager") for approval and forwarding to the State.
6. Subrecipient shall submit all required or requested fiscal and programmatic reports to the OCGM Grant Manager in a timely manner upon request. For reports with established due dates, Subrecipient shall submit all required reports on or before the corresponding due date.
7. Subrecipient acknowledges that the County has the right to take any and all corrective action it deems necessary in its sole and absolute discretion to address Subrecipient's failure to comply with established reporting requirements. Corrective action includes, but is not limited to, withholding of payments, instituting financial penalties, and declaring Subrecipient in default of this Agreement.
8. Subrecipient acknowledges that all payments for work performed under the provisions of this Agreement shall be made utilizing a "reimbursement method" unless otherwise specified and agreed to by all parties subject to this Agreement.

- (a) Disbursement of funds under this Agreement shall be for actual expenses only as determined by the County to have been properly incurred and allowable by the Grant Agreement.
 - (b) Subrecipient may request funds to pay for eligible, actual costs already incurred in connection with the UIP. The County shall have the right at any time to request the Subrecipient provide additional supporting documentation in connection with any request for disbursement.
 - (c) The Request for Disbursement should utilize the Payment Request form which is available at www.dgs.maryland.gov/documents/grants/payment-req.pdf and provided as an attachment to this Agreement as Attachment 2. The request must include supporting documentation, including sufficient receipts, invoices, and cancelled checks.
 - (d) The County has the right to withhold disbursement of the Subrecipient Grant Funds if it is determined that the Subrecipient is not performing or completing the UIP in accordance with the terms and provisions of this Agreement.
9. The parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.
10. Subrecipient shall be subject to the same terms and conditions applicable to the County as contained in the Grant Agreement between the County and the State. Should a conflict arise during the performance or administration of the UIP between this Agreement and the Grant Agreement, the terms of the Grant Agreement shall prevail.
11. Subrecipient acknowledges that the County has designated the assigned OCGM Grant Manager to administer the Grant Agreement and this Agreement.
12. The designated contact person for Subrecipient shall be the Mayor of the City of Hagerstown or his/her designee. The contact person shall be responsible to ensure that all communications received from the County in relation to the Grant Agreement and this Agreement are reviewed and addressed to in a timely manner.
13. Any modifications to the UIP as described in this Agreement, which are mutually agreed upon by the County, State, and Subrecipient may be incorporated into this Agreement by a written letter of amendment upon approval by all parties.

14. Subrecipient agrees that the County or its agents has the right to periodically review/monitor the fiscal and programmatic records of the Subrecipient relating to this Agreement and further agrees to fully cooperate with any reasonable request(s) by the County in relation to any said review/monitoring.
15. Subrecipient shall permit the County, OCGM, or their agents, and any authorized representatives of the State to inspect and audit all data and records of Subrecipient relating to its performance under this Agreement at any time during the term of this Agreement. This section shall survive any termination of this Agreement.
16. If the Subrecipient contracts any portion of the work to another organization, person(s), business or entity they must fully comply with and follow all provisions related to procurement, contractor selection, debarment, and necessary contract clauses, required by the County and the State. All eligible contracts including contracts for matching funds shall be submitted to the State and the County for approval prior to requesting reimbursement for incurred costs. The subrecipient must provide evidence to the County that any selected person, business, or entity is not debarred from doing business with the State or County prior to entering into any binding contract to perform work related to the UIP. Detailed instructions regarding the procedures for obtaining State approval for contracts granted under this award are found in the Maryland Capital Grants Projects (Information for State of Maryland Capital Grant Recipients) found at <http://dgs.maryland.gov/Documents/grants/cglbook.pdf>.
17. Subrecipient acknowledges that all correspondence, questions, or concerns in relation to this Agreement should be directed to the OCGM Grant Manager or Director of the OCGM.
18. In performance of its obligations under this Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State, federal, and local laws, regulations and requirements. Subrecipient shall promptly notify the appropriate OCGM Grant Manager in the event of any allegations or evidence of theft, misappropriation of funds, or any other criminal act or civil litigation.
19. The following provisions regarding equal employment opportunity shall apply:
 - A. Subrecipient shall comply with all applicable federal, State and local laws, rules and regulations pertaining to equal employment opportunity and shall not discriminate in any manner against any employee or applicant for

employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry or disability of a qualified individual with a disability. Subrecipient will take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry or disability of a qualified individual with a disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment, or recruitment advertising, furloughs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Subrecipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry or disability of a qualified individual with a disability.
- C. Subrecipient shall permit access to its books, records and accounts by the State, County, OCGM, or their agents for purposes of investigation and review to ascertain compliance with this section.
- D. If Subrecipient fails to comply with the nondiscrimination clauses of this Agreement, this Agreement may be terminated/cancelled in whole or in part by written notice from the County and Subrecipient may be declared ineligible for further agreements with the County. Subrecipient shall include the provisions of the foregoing paragraphs in every subcontract or purchase order so that such provision will be binding upon each subcontractor or vendor. Subrecipient shall take such action with respect to any subcontract or purchase order as the County may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that if Subrecipient becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by the County, Subrecipient may request the County to enter into such litigation to protect the interest of the County.

20. Default, Repayment and Remedies:

- a) A default under this Agreement shall occur if:
1. Subrecipient fails to obligate and expend the Subrecipient Grant Funds within the time frames set forth in Section 3 of the Grant Agreement.
 2. There is any use of the Subrecipient Grant Funds by Subrecipient for any purpose other than authorized by the Act, the Regulations, any documents promulgated under the Regulations, this Agreement, and as specifically described in the Purpose description located in Section 1 of the Grant Agreement.
 3. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement or the Grant Agreement or any grant application.
- b) Upon the occurrence of any default, the County shall have the right to terminate this Agreement by notice to Subrecipient, subject to the provisions of Section 12 of the Grant Agreement. Pursuant to Section 12(a) of the Grant Agreement; upon default the County may:
1. Require Subrecipient to repay the Grant, in whole or in part.
 2. Recoup the amount the Grant already paid from funds due the Subrecipient from any other current or future State or County grant or loan or any other funds, otherwise due and owing Subrecipient.
 3. Withhold further payments under this Agreement.
 4. Terminate this Agreement.
- c) Except in the case of a default under Section 20(a) (1) of this Agreement, Subrecipient shall have thirty (30) days from the date of the County's notice to cure the default, unless the State or County requests the repayment of any Subrecipient Grant Funds in which case Subrecipient shall immediately return the Subrecipient Grant Funds to the County. If repayment has not been requested and, after the conclusion of the thirty (30) day period referenced above, Subrecipient has not cured the default to the satisfaction of the County, the County may terminate this Agreement.
- d) In the event of termination of this Agreement as provided for herein:

- 1) Subrecipient's authority to request any further disbursement shall immediately cease and Subrecipient shall have no right, title, or interest in or to any of the Subrecipient Grant Funds not disbursed; and
 - 2) The County may demand the immediate repayment of all or a portion of the Subrecipient Grant Funds which have been previously disbursed.
- e) Any and all of the County's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
 - f) If a default occurs, the County may at any time proceed to protect and enforce all rights available to the County 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 by the County to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the County or State from exercising any such right, power, or remedy at any later time.
21. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the Grant Agreement and shall continue in full force and effect until the County has complied with all terms and conditions of the close-out agreement executed by and between State and the County for the UIP.
 21. In accordance with the guidelines of the Capital Projects Grant program, no officer, member or employee of the County, or other local public agencies which exercise any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or its proceeds.
 23. This Agreement contains the entire understanding and obligations of the parties and supersedes all prior representation, understandings, and communications. Furthermore, this Agreement shall not be construed to imply that the County will

pay for any expenses incurred by Subrecipient as provided above and beyond the period ending June 1, 2024.

DULY EXECUTED on behalf of the parties as of the day and year first written.

ATTEST/WITNESS:

THE CITY OF HAGERSTOWN

BY: _____

Robert E. Bruchey, II, Mayor

ATTEST:

| Vicki C. Lumm, Clerk

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY: _____

- Terry L. Baker, President

Approved:

James B. Hovis, Director
Washington County Office of
Community Grant Management

Approved as to form and
Legal sufficiency:

John M. Martirano
County Attorney

**HAGERSTOWN URBAN IMPROVEMENT PROJECT
LEGISLATIVE BOND BILL
SUBRECIPIENT AGREEMENT
FISCAL YEAR 2018**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2017, by and between **THE CITY OF HAGERSTOWN** a body corporate and politic and a political subdivision of the State of Maryland (the “Subrecipient”) and the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (the “County”).

RECITALS

The Maryland General Assembly has authorized a Grant entitled “Hagerstown Urban Improvement Project”. The authorization of this grant in the form of a Bond Bill was authorized by the Maryland General Assembly and enacted into Law by Chapter 022, Acts of 2017.

Pursuant to a CAPITAL PROJECTS GRANT AGREEMENT (the “Grant Agreement”) between the State of Maryland (the “State”) acting by and through the Board of Public Works (the “BPW”) and the County, a copy of which is attached hereto as Attachment #1 and which is incorporated herein by reference and made a part of this Agreement as if entirely stated herein, the County has received an award of grant funds for the Hagerstown Urban Improvement Project (the “UIP”) in the amount of One Hundred Fifty Five Thousand Dollars (\$155,000.00) (the “Grant”). The purpose of the Grant is to provide funding for the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the UIP, located in Hagerstown, Washington County, Maryland.

As part of the Grant Agreement, Subrecipient has agreed to comply with all requirements of the Grant as set forth in the Grant Agreement, and as a result the County has designated Subrecipient to be the beneficiary of the authorized funding for eligible expenses, and has allocated One Hundred Fifty-Five Thousand Dollars (\$155,000.00) (“Subrecipient Grant Funds”) to Subrecipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Subrecipient shall faithfully perform and certify the performance of the UIP as outlined in the Grant Agreement.
2. Subrecipient recognizes there is a matching funds requirement associated with the acceptance of this Grant. The matching funds equal One Hundred Fifty-Five Thousand Dollars (\$155,000.00) or the amount of the Grant funds as stated in the Enabling Act.
3. Subrecipient shall arrange for and provide satisfactory evidence of all matching funds to the UIP budget as may be required under the Grant Agreement.
4. The County, as recipient of grant funds, shall reimburse Subrecipient on a periodic basis in an amount equal to the actual expenses incurred by Subrecipient for approved Grant activities as certified to the County by Subrecipient using the prescribed forms. The receipt of State grant funds from BPW is a condition precedent to the County's obligation to reimburse Subrecipient as set forth in this paragraph.
5. Subrecipient shall maintain accurate financial records and shall prepare and certify all reports required by the Grant Agreement and by this Agreement. Certified reports shall be provided to the assigned Washington County Office of Community Grant Management Grant Manager ("OCGM Grant Manager") for approval and forwarding to the State.
6. Subrecipient shall submit all required or requested fiscal and programmatic reports to the OCGM Grant Manager in a timely manner upon request. For reports with established due dates, Subrecipient shall submit all required reports on or before the corresponding due date.
7. Subrecipient acknowledges that the County has the right to take any and all corrective action it deems necessary in its sole and absolute discretion to address Subrecipient's failure to comply with established reporting requirements. Corrective action includes, but is not limited to, withholding of payments, instituting financial penalties, and declaring Subrecipient in default of this Agreement.
8. Subrecipient acknowledges that all payments for work performed under the provisions of this Agreement shall be made utilizing a "reimbursement method" unless otherwise specified and agreed to by all parties subject to this Agreement.

- (a) Disbursement of funds under this Agreement shall be for actual expenses only as determined by the County to have been properly incurred and allowable by the Grant Agreement.
 - (b) Subrecipient may request funds to pay for eligible, actual costs already incurred in connection with the UIP. The County shall have the right at any time to request the Subrecipient provide additional supporting documentation in connection with any request for disbursement.
 - (c) The Request for Disbursement should utilize the Payment Request form which is available at www.dgs.maryland.gov/documents/grants/payment-req.pdf and provided as an attachment to this Agreement as Attachment 2. The request must include supporting documentation, including sufficient receipts, invoices, and cancelled checks.
 - (d) The County has the right to withhold disbursement of the Subrecipient Grant Funds if it is determined that the Subrecipient is not performing or completing the UIP in accordance with the terms and provisions of this Agreement.
9. The parties agree that Subrecipient shall act as an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.
10. Subrecipient shall be subject to the same terms and conditions applicable to the County as contained in the Grant Agreement between the County and the State. Should a conflict arise during the performance or administration of the UIP between this Agreement and the Grant Agreement, the terms of the Grant Agreement shall prevail.
11. Subrecipient acknowledges that the County has designated the assigned OCGM Grant Manager to administer the Grant Agreement and this Agreement.
12. The designated contact person for Subrecipient shall be the Mayor of the City of Hagerstown or his/her designee. The contact person shall be responsible to ensure that all communications received from the County in relation to the Grant Agreement and this Agreement are reviewed and addressed to in a timely manner.
13. Any modifications to the UIP as described in this Agreement, which are mutually agreed upon by the County, State, and Subrecipient may be incorporated into this Agreement by a written letter of amendment upon approval by all parties.

14. Subrecipient agrees that the County or its agents has the right to periodically review/monitor the fiscal and programmatic records of the Subrecipient relating to this Agreement and further agrees to fully cooperate with any reasonable request(s) by the County in relation to any said review/monitoring.
15. Subrecipient shall permit the County, OCGM, or their agents, and any authorized representatives of the State to inspect and audit all data and records of Subrecipient relating to its performance under this Agreement at any time during the term of this Agreement. This section shall survive any termination of this Agreement.
16. If the Subrecipient contracts any portion of the work to another organization, person(s), business or entity they must fully comply with and follow all provisions related to procurement, contractor selection, debarment, and necessary contract clauses, required by the County and the State. All eligible contracts including contracts for matching funds shall be submitted to the State and the County for approval prior to requesting reimbursement for incurred costs. The subrecipient must provide evidence to the County that any selected person, business, or entity is not debarred from doing business with the State or County prior to entering into any binding contract to perform work related to the UIP. Detailed instructions regarding the procedures for obtaining State approval for contracts granted under this award are found in the Maryland Capital Grants Projects (Information for State of Maryland Capital Grant Recipients) found at <http://dgs.maryland.gov/Documents/grants/cglbook.pdf>.
17. Subrecipient acknowledges that all correspondence, questions, or concerns in relation to this Agreement should be directed to the OCGM Grant Manager or Director of the OCGM.
18. In performance of its obligations under this Agreement, Subrecipient, its agents, employees and assigns, shall comply with all applicable State, federal, and local laws, regulations and requirements. Subrecipient shall promptly notify the appropriate OCGM Grant Manager in the event of any allegations or evidence of theft, misappropriation of funds, or any other criminal act or civil litigation.
19. The following provisions regarding equal employment opportunity shall apply:
 - A. Subrecipient shall comply with all applicable federal, State and local laws, rules and regulations pertaining to equal employment opportunity and shall not discriminate in any manner against any employee or applicant for

employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry or disability of a qualified individual with a disability. Subrecipient will take affirmative action to ensure that applicants are employed and employees are treated fairly during employment without regard to their race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry or disability of a qualified individual with a disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, transfer, recruitment, or recruitment advertising, furloughs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Subrecipient shall post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry or disability of a qualified individual with a disability.
- C. Subrecipient shall permit access to its books, records and accounts by the State, County, OCGM, or their agents for purposes of investigation and review to ascertain compliance with this section.
- D. If Subrecipient fails to comply with the nondiscrimination clauses of this Agreement, this Agreement may be terminated/cancelled in whole or in part by written notice from the County and Subrecipient may be declared ineligible for further agreements with the County. Subrecipient shall include the provisions of the foregoing paragraphs in every subcontract or purchase order so that such provision will be binding upon each subcontractor or vendor. Subrecipient shall take such action with respect to any subcontract or purchase order as the County may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that if Subrecipient becomes involved in or is threatened with litigation with the subcontractor or vendor as a result of such direction by the County, Subrecipient may request the County to enter into such litigation to protect the interest of the County.

20. Default, Repayment and Remedies:

- a) A default under this Agreement shall occur if:
1. Subrecipient fails to obligate and expend the Subrecipient Grant Funds within the time frames set forth in Section 3 of the Grant Agreement.
 2. There is any use of the Subrecipient Grant Funds by Subrecipient for any purpose other than authorized by the Act, the Regulations, any documents promulgated under the Regulations, this Agreement, and as specifically described in the Purpose description located in Section 1 of the Grant Agreement.
 3. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Subrecipient which was made in this Agreement or the Grant Agreement or any grant application.
- b) Upon the occurrence of any default, the County shall have the right to terminate this Agreement by notice to Subrecipient, subject to the provisions of Section 12 of the Grant Agreement. Pursuant to Section 12(a) of the Grant Agreement; upon default the County may:
1. Require Subrecipient to repay the Grant, in whole or in part.
 2. Recoup the amount the Grant already paid from funds due the Subrecipient from any other current or future State or County grant or loan or any other funds, otherwise due and owing Subrecipient.
 3. Withhold further payments under this Agreement.
 4. Terminate this Agreement.
- c) Except in the case of a default under Section 20(a) (1) of this Agreement, Subrecipient shall have thirty (30) days from the date of the County's notice to cure the default, unless the State or County requests the repayment of any Subrecipient Grant Funds in which case Subrecipient shall immediately return the Subrecipient Grant Funds to the County. If repayment has not been requested and, after the conclusion of the thirty (30) day period referenced above, Subrecipient has not cured the default to the satisfaction of the County, the County may terminate this Agreement.
- d) In the event of termination of this Agreement as provided for herein:

- 1) Subrecipient's authority to request any further disbursement shall immediately cease and Subrecipient shall have no right, title, or interest in or to any of the Subrecipient Grant Funds not disbursed; and
 - 2) The County may demand the immediate repayment of all or a portion of the Subrecipient Grant Funds which have been previously disbursed.
- e) Any and all of the County's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
- f) If a default occurs, the County may at any time proceed to protect and enforce all rights available to the County 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 by the County to insist upon the strict performance of any term, condition, representation or warranty of this Agreement or to exercise any right, power or remedy shall constitute a waiver of any such term, condition, representation or warranty nor preclude the County or State from exercising any such right, power, or remedy at any later time.
21. All covenants, agreements, representations and warranties made in this Agreement and in any other documents delivered pursuant hereto shall survive closeout of the Grant Agreement and shall continue in full force and effect until the County has complied with all terms and conditions of the close-out agreement executed by and between State and the County for the UIP.
21. In accordance with the guidelines of the Capital Projects Grant program, no officer, member or employee of the County, or other local public agencies which exercise any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Agreement or its proceeds.
23. This Agreement contains the entire understanding and obligations of the parties and supersedes all prior representation, understandings, and communications. Furthermore, this Agreement shall not be construed to imply that the County will

pay for any expenses incurred by Subrecipient as provided above and beyond the period ending June 1, 2024.

DULY EXECUTED on behalf of the parties as of the day and year first written.

ATTEST/WITNESS:

THE CITY OF HAGERSTOWN

BY: _____

Robert E. Bruchey, II, Mayor

ATTEST:

Vicki C. Lumm, Clerk

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY: _____

Terry L. Baker, President

Approved:

James B. Hovis, Director
Washington County Office of
Community Grant Management

Approved as to form and
Legal sufficiency:

John M. Martirano
County Attorney



Open Session Item

SUBJECT: Imre T. Jarmy and Linda A. Jarmy Conservation Reserve Enhancement Program (CREP) Easement

PRESENTATION DATE: February 6, 2018

PRESENTATION BY: Eric Seifarth, Rural Preservation Administrator, Dept. of Planning & Zoning

RECOMMENDED MOTION: Move to approve the Jarmy farm CREP Easement project, in the amount of \$28,540.26 on 12.981 easement acres, paid for 100% by the Maryland Department of Natural Resources, and to adopt an ordinance approving the easement purchase and to authorize the execution of the necessary documentation to finalize the easement purchase.

REPORT-IN-BRIEF: The Jarmy property is located at 18703 Keedysville Road, Keedysville. The CREP easement will protect the entirety of the property, which contains 2.62 acres of forest and 9.251 acres of crop and hay fields. It will also serve to buffer 541 linear feet of an Antietam Creek tributary on the property. The majority of the parcel will be protected by CREP easement language and the owner will be compensated with funding from the CREP program. 1.11 acres around the dwelling on the property is protected as "Additional Easement Area", which means it has less restrictive easement provisions and is not paid for with the CREP funding, but serves as a means to preserve the parcel in its entirety. The farm is located just west of the Town of Keedysville and is surrounded by thousands of acres of permanently preserved land. Additionally, the farm is on the Maryland Inventory of Historic Places and was used as a field hospital by the 107th Pennsylvania Regiment during the Battle of Antietam. The three (3) development rights associated with this property will be extinguished by the easement.

Since 2010, Washington County has been funded to purchase CREP easements on 828 acres of land. The main focus of the program is to protect water quality by removing marginal agricultural land from production and replacing it with best management practices including riparian buffers, stabilization of highly erodible soils, and restoration of wetlands. Landowners who currently hold a 15-year CREP contract voluntarily agree to sell a conservation easement in perpetuity. The CREP easement program is administered by the Land Acquisition and Planning Unit of the MD Department of Natural Resources and is funded from Program Open Space funds. The completed recorded easements are held jointly by the County and DNR.

DISCUSSION: For FY2018, the State of Maryland is awarding CREP grants to eligible properties on a project-by-project basis. The Jarmy CREP Easement uses this funding.

Easement applicants are chosen from those who are already enrolled in a 15-year CREP Contract.

FISCAL IMPACT: CREP funds are 100% State dollars, mainly from DNR Open Space funds. In addition to the easement funds to the property owner, the County will receive up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance/monitoring costs, and funds to cover all of our legal/settlement costs.

CONCURRENCES: Department of Natural Resources (DNR) staff has approved and supports our program. A final money allocation will be approved by the State Board of Public Works.

ALTERNATIVES: If Washington County rejects State funds for CREP, the funds will be allocated to other counties in Maryland.

ATTACHMENTS: Aerial Map, Location Map, Ordinance

AUDIO/VISUAL NEEDS: N/A

ORDINANCE NO. ORD-2018-

**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION
EASEMENT UNDER THE MARYLAND CONSERVATION RESERVE
ENHANCEMENT PROGRAM (CREP)**

(Re: Jarmy CREP Easement)

RECITALS

1. The Maryland Conservation Reserve Enhancement Program ("CREP") is a federal-State natural resources conservation program that addresses state and nationally significant agricultural related environmental concerns related to agriculture.
2. CREP provides financial incentives to program participants to voluntarily remove cropland and marginal pastureland from agricultural production in order to improve, protect, and enhance water quality in the Chesapeake Bay watershed and replacing it with the best management practices including establishment of riparian buffers, grass plantings, forbs, shrubs and trees, stabilization of highly erodible soils, habitat restoration for plant and animal species, and restoration of wetlands.
3. Protection is provided through the acquisition of easements and fee estates from willing landowners currently holding a fifteen (15) year CREP contract and the supporting activities of CREP Sponsors and local governments.
4. For FY2018, the State of Maryland ("State") is awarding CREP grants to eligible Counties (the "CREP Funds").
5. Imre and Linda Jarmy are the owners of real property consisting of 12.981 acres, more or less, (the "Property") in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.
6. The County has agreed to pay the approximate sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED FORTY DOLLARS AND TWENTY-SIX CENTS (\$28,540.26), which is a portion of the CREP Funds, to the Property Owner for a Deed of Conservation Easement on the Property (the "Jarmy CREP Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the purchase of the Jarmy CREP Easement is approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Jarmy CREP Easement.

ADOPTED this ____ day of February, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Vicki C. Lumm, Clerk

BY: _____
Terry L. Baker, President

Approved as to legal sufficiency:

John M. Martirano
County Attorney

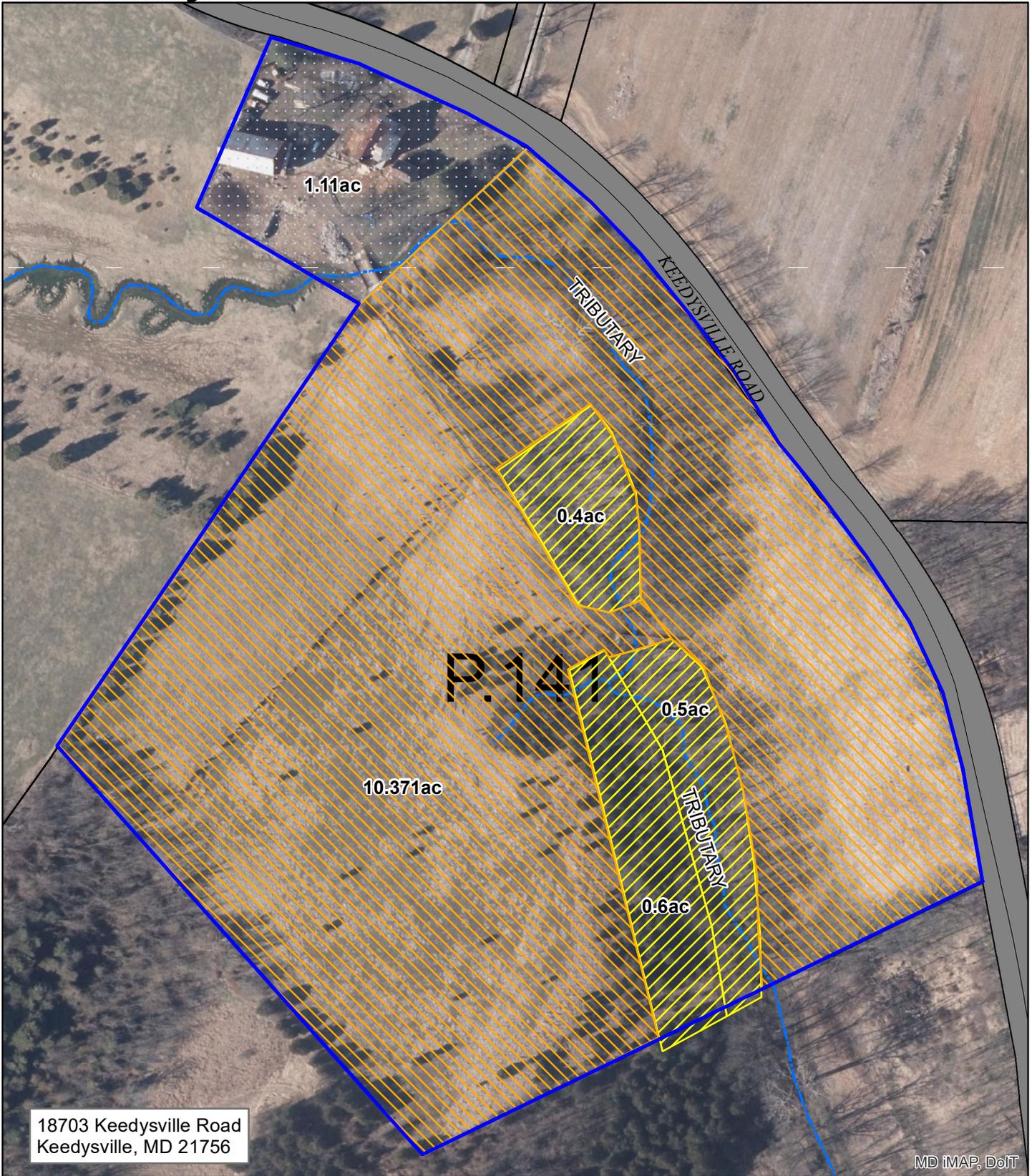
Mail to:
Office of the County Attorney
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740

EXHIBIT A--DESCRIPTION OF EASEMENT AREA

All those tracts, lots, or parcels of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 19, Washington County, Maryland, being part of the property identified by the State Department of Assessments and Taxation as tax account no. 19-002616, and being indicated as "CREP CONTRACT EASEMENT AREA" or "CREP MATCH EASEMENT AREA" on the plat prepared by Frederick Seibert & Associates, Inc., dated November 13, 2017, and entitled "BOUNDARY & EASEMENT SURVEY CREP EASEMENT FOR IMRE & LINDA JARMY," recorded on November 22, 2017 as Miscellaneous Plat Number 717 among the Plat Records of Washington County, Maryland.

BEING part of the same property which was conveyed from Imre T. Jarmy to Imre T. Jarmy and Linda A. Jarmy, his wife, by Deed dated December 6, 2012 and recorded in Liber 4432, folio 79 among the Land Records of Washington County, Maryland.

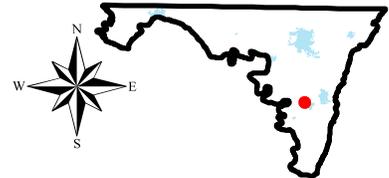
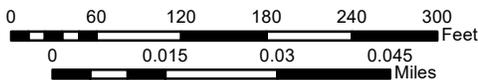
Jarmy, Imre T. & Linda A. CREP Easement



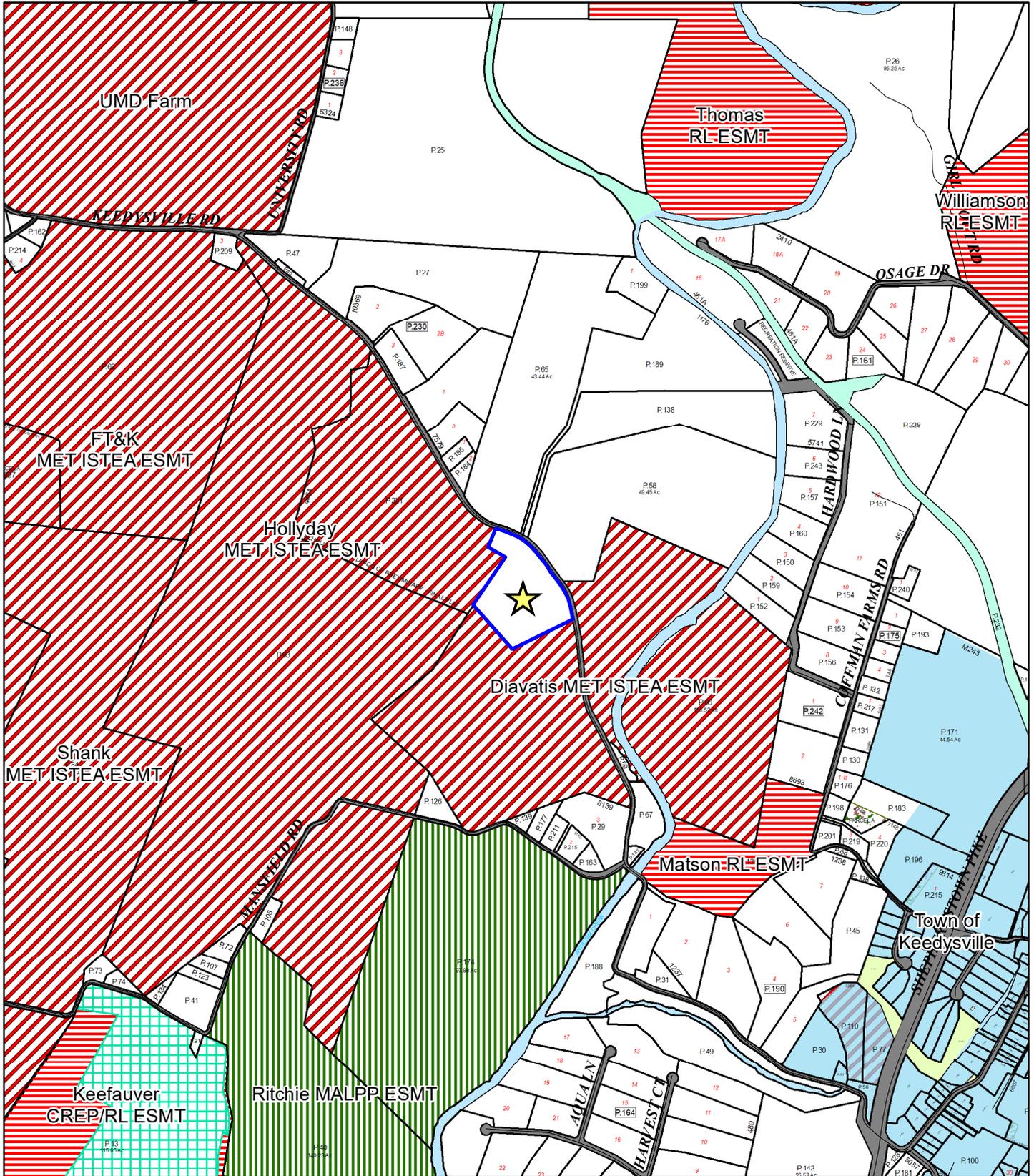
-  CREP Contract - 1.5 acres
-  CREP Match - 10.371 acres
-  Additional Esmt Area - 1.11 acres
-  Property Boundary

WARNING: This map is for internal use by the Washington County Planning Department. It is not for general distribution to the public, and should not be scaled or copied. Sources of the data contained hereon are from various public agencies which may have use restrictions and disclaimers

The parcel lines shown on this map are derived from a variety of sources which have their own accuracy standards. The parcel lines are approximate and for informational purposes ONLY. They are not guaranteed by Washington County Maryland or the Maryland Department of Assessments and Taxation to be free of errors including errors of omission, commission, positional accuracy or any attributes associated with real property. They shall not be copied, reproduced or scaled in any way without the express prior written approval of Washington County Maryland Planning and Zoning Department. This data DOES NOT replace an accurate survey by a licensed professional and information shall be verified using the relevant deeds, plats and other recorded legal documents by the user.



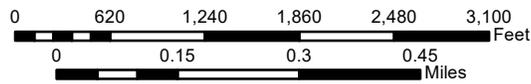
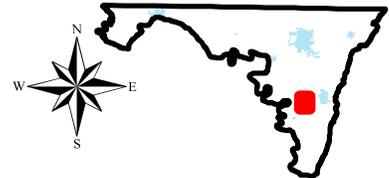
Jarmy, Imre T. & Linda A. CREP Easement



18703 Keedysville Road
Keedysville, MD 21756

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Agenda Report Form

Open Session Item

SUBJECT: Discussion on Washington County Board of Education's (BOE) Draft FY2019 General Fund Operating Budget

PRESENTATION DATE: February 6, 2018

PRESENTATION BY: Members of Washington County Board of Education and Staff

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: The BOE and staff will present the Draft FY2019 General Fund Operating Budget to the Washington County Commissioners. The adoption of the draft budget and presentation were preceded by two work sessions on December 19, 2017, and January 2, 2018, where the BOE discussed the challenges of meeting the needs of a diverse student population and providing appropriate compensation for employees including health care.

DISCUSSION: The BOE's budget includes initiatives to increase student readiness to learn in kindergarten by expanding the number of pre-kindergarten programs and increase services to English Learners by adding four teachers to serve a growing population. The budget also addresses the need to increase the number of special education professionals and add a pupil personnel worker to meet the changing needs of Washington County's student population. Additionally, the budget provides increases in compensation to employees, covers increases in health care costs, and provides sick/safe leave to employee groups not covered by WCPS' negotiated agreements per HB 1 of 2017.

FISCAL IMPACT: The BOE's FY2019 Draft General Fund Budget is valued at \$275,995,704, with \$99,353,005 requested in county funding. The BOE is requesting \$97,039,242 in maintenance of effort funding, \$1,261,518 as a result of the county being identified as a "low effort" county per COMAR 13A.02.05.05, and \$1,052,245 above maintenance of effort.

CONCURRENCES: The BOE held two work sessions on the FY2019 Draft General Fund Operating Budget on December 19, 2017, and on January 2, 2018. A review was conducted by the Budget Advocacy and Review Committee with a report presented to the BOE on January 16, 2018, immediately followed by a public hearing on the same day.

ALTERNATIVES: None

ATTACHMENTS:

AUDIO/VISUAL NEEDS: None



Open Session Item

SUBJECT: Sole Source Bid Award (PUR-1384) - Purchase of Gas Chromatography / Mass Spectrometer Equipment

PRESENTATION DATE: February 6, 2018

PRESENTATION BY: Rick Curry, CPPO – Director of Purchasing and Sheriff - Doug Mullendore

RECOMMENDED MOTION: Move to authorize a Sole Source Procurement of the Gas Chromatography / Mass Spectrometer equipment, warranty, software, PC, monitor, and installation for use by Western Maryland Regional Laboratory in the amount of \$116,036.48 from **Agilent Technologies, Inc.** of Wilmington, DE based on its proposal dated December 18, 2017.

REPORT-IN-BRIEF: The Mass Spectrometer used by the Western Maryland Regional Laboratory to conduct testing can no longer be repaired and must be replaced. This is a vital piece of equipment for the laboratory. The Sheriff's Office wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

DISCUSSION: The Western Maryland Laboratory is requesting DAG funds be used to purchase the Mass Spectrometer that will be used by the Western Maryland Laboratory to test evidence for numerous police agencies in the area. The current instrument is almost nine (9) years old and can no longer be repaired. The Mass Spectrometer is used to test illicit drugs and many other pieces of evidence for law enforcement.

FISCAL IMPACT: Funding is available in GRT905 account to cover the purchase of the equipment. There also is a grant through the City of Hagerstown in the amount of \$18,159.00 that will be used towards the cost of the equipment, which will reduce the requested amount from GRT905 to \$97,877.48.

CONCURRENCES: Sheriff - Doug Mullendore, Hagerstown City Police Chief - Victor Brito, and State's Attorney - Charles Strong

ALTERNATIVES: (1) Not approve the purchase, or (2) send all evidence to the Maryland State Police (MSP) lab and loose court cases because MSP cannot process the evidence in time for trial.

ATTACHMENTS: Agilent Technologies' Quote

AUDIO/VISUAL NEEDS: N/A



Quotation

Mr Jeffrey Kercheval
 City of Hagerstown
 425 E Baltimore St
 Hagerstown MD 21740

TEL: 301-573-8752 FAX: 301 573 8752 CELL

| Quote No. | Create Date | Delivery Time | Page |
|--|-------------|---------------|------------|
| 2426493 | 11/30/2017 | 7 Weeks | 1 of 6 |
| Contact | | Phone no. | Valid to |
| Morgan Richardson | | 773 213 7995 | 02/28/2018 |
| To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com For additional instructions, see last page | | | |

| Product/Description | Qty/Unit | Unit List Price | Discount Amount | Extended Net Price |
|---|----------|-------------------|-----------------|--------------------|
| G7077BA | 1.000 EA | 79,134.00 USD | 23,740.20- | 55,393.80 |
| 5977B Inert Plus MSD Turbo EI Bundle with Extractor EI Source and Data System (Software, PC and Monitor), and additional G1710FA Data License. | | | | |
| With the following configuration: Promotion number : Promotion #9479 Ship-to Country : USA Add ChemStation DA w/ CS Fam | | | | |
| MSD for Intuvo 9000 GC | 1 EA | 2,563.00 USD | 768.90- | 1,794.10 |
| Substitute Oil Free Diaphragm Pump Installation (44K) | 1 EA | 4,429.00 USD | 1,328.70- | 3,100.30 |
| Familiarization at Installation (44L) | | | | |
| 1 Year SW Update/Phone Assist (44W) | | | | |
| 1YR PC Image Recovery Service (0TP) | 1 EA | 472.00 USD | 141.60- | 330.40 |
| | | Item Total | | 60,618.60 |
| Promotion discount 30.00 %. | | | | |
| G3397B | 1.000 EA | 1,879.00 USD | 563.70- | 1,315.30 |
| Ion Gauge Kit for 5977 MSD. | | | | |
| With the following configuration: Ship-to Country : USA | | | | |
| Installation (44K) | 1 EA | 602.00 USD | 180.60- | 421.40 |



Mr Jeffrey Kercheval
City of Hagerstown
425 E Baltimore St
Hagerstown MD 21740

TEL: 301-573-8752 FAX: 301 573 8752 CELL

| Quote No. | Create Date | Delivery Time | Page |
|--|-------------|---------------|------------|
| 2426493 | 11/30/2017 | 7 Weeks | 2 of 6 |
| Contact | | Phone no. | Valid to |
| Morgan Richardson | | 773 213 7995 | 02/28/2018 |
| To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com For additional instructions, see last page | | | |

| Product/Description | Qty/Unit | Unit List Price | Discount Amount | Extended Net Price |
|--|----------|----------------------|------------------|--------------------|
| Item Total | | | | 1,736.70 |
| Promotion discount 30.00 %. | | | | |
| G3950A | 1.000 EA | 18,026.00 USD | 5,407.80- | 12,618.20 |
| Agilent Intuvo 9000 GC System. Intelligent. Intuitive. Innovative. | | | | |
| With the following configuration: | | | | |
| Ship-to Country : USA | | | | |
| 7693A Tray Support (100) : Selected, not installed | | | | |
| Inlet 1 (112,113,114,150,151) : 100 psi Split/splitless (112) | | | | |
| MSD interface (201) : MSD interface (201) | | | | |
| Oven exhaust deflector (306) : Selected, not installed | | | | |
| Country of Origin : China | | | | |
| Intuvo 9000 7693A Tray Support Assembly | 1 EA | 675.00 USD | 202.50- | 472.50 |
| Capillary S/SL inlet with EPC | 1 EA | 5,496.00 USD | 1,648.80- | 3,847.20 |
| Mass Spectrometer Detector Interface | 1 EA | 2,674.00 USD | 802.20- | 1,871.80 |
| Exhaust Kit | 1 EA | 216.00 USD | 64.80- | 151.20 |
| Installation (44K) | 1 EA | 1,070.00 USD | 321.00- | 749.00 |
| Familiarization at Installation (44L) | 1 EA | 455.00 USD | 136.50- | 318.50 |
| Item Total | | | | 20,028.40 |
| Promotion discount 30.00 %. | | | | |
| G4513A | 1.000 EA | 7,361.00 USD | 2,208.30- | 5,152.70 |
| 7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and | | | | |



Mr Jeffrey Kercheval
 City of Hagerstown
 425 E Baltimore St
 Hagerstown MD 21740

TEL: 301-573-8752 FAX: 301 573 8752 CELL

| Quote No. | Create Date | Delivery Time | Page |
|--|-------------|---------------|------------|
| 2426493 | 11/30/2017 | 7 Weeks | 3 of 6 |
| Contact | | Phone no. | Valid to |
| Morgan Richardson | | 773 213 7995 | 02/28/2018 |
| To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 Email : LSCAinstrumentsales@agilent.com For Consumables Fax : 302-633-8901 Email : CAG_sales-NA@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com For additional instructions, see last page | | | |

| Product/Description | Qty/Unit | Unit List Price | Discount Amount | Extended Net Price |
|---|----------|---------------------|------------------|--------------------|
| solvent bottles. | | | | |
| With the following configuration: | | | | |
| Ship-to Country : USA | | | | |
| Installation (44K) | 1 EA | 457.00 USD | 137.10- | 319.90 |
| Familiarization at Installation (44L) | 1 EA | 235.00 USD | 70.50- | 164.50 |
| Item Total | | | | 5,637.10 |
| Promotion discount 30.00 %. | | | | |
| G4514A | 1.000 EA | 8,769.00 USD | 2,630.70- | 6,138.30 |
| 7693 Tray, 150 vial includes three removable 50-vial racks and GC mounting bracket. | | | | |
| With the following configuration: | | | | |
| Ship-to Country : USA | | | | |
| GC Inlet Cover for 7890, 7820 GC | | | | |
| Installation (44K) | 1 EA | 466.00 USD | 139.80- | 326.20 |
| Familiarization at Installation (44L) | 1 EA | 235.00 USD | 70.50- | 164.50 |
| Item Total | | | | 6,629.00 |
| Promotion discount 30.00 %. | | | | |
| G1041A | 1.000 EA | 2,810.00 USD | 843.00- | 1,967.00 |
| NIST 2014 MS Library Upgrade includes 243k spectra with names, chemical structures, and retention indices. Includes | | | | |



Quotation

Mr Jeffrey Kercheval
 City of Hagerstown
 425 E Baltimore St
 Hagerstown MD 21740

TEL: 301-573-8752 FAX: 301 573 8752 CELL

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| 2426493 | 11/30/2017 | 7 Weeks | 4 of 6 |
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| Morgan Richardson | | 773 213 7995 | 02/28/2018 |
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| Product/Description | Qty/Unit | Unit List Price | Discount Amount | Extended Net Price |
|--|----------|-------------------|-----------------|--------------------|
| MS/MS Spectra Lib, NIST search and AMDIS programs. With the following configuration: Ship-to Country : USA | | | | |
| | | Item Total | | 1,967.00 |
| Promotion discount 30.00 %. | | | | |
| 19091S-433-INT | 1.000 EA | 752.00 USD | 150.40- | 601.60 |
| HP-5MS 30m, 0.25mm, 0.25um,Intuvo | | | | |
| | | Item Total | | 601.60 |
| Special discount of 20.00 % is applied. | | | | |
| 19091S-433UI-INT | 1.000 EA | 794.00 USD | 158.80- | 635.20 |
| HP-5MS UI 30m, 0.25mm, 0.25um,Intuvo | | | | |
| | | Item Total | | 635.20 |
| Special discount of 20.00 % is applied. | | | | |



Agilent Technologies

Quotation

Mr Jeffrey Kercheval
City of Hagerstown
425 E Baltimore St
Hagerstown MD 21740

TEL: 301-573-8752 FAX: 301 573 8752 CELL

| Quote No. | Create Date | Delivery Time | Page |
|---|-------------|---------------|------------|
| 2426493 | 11/30/2017 | 7 Weeks | 5 of 6 |
| Contact | | Phone no. | Valid to |
| Morgan Richardson | | 773 213 7995 | 02/28/2018 |
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| For Instruments Fax : 302-633-8953 | | | |
| Email : LSCAinstrumentsales@agilent.com | | | |
| For Consumables Fax : 302-633-8901 | | | |
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| For Genomics Fax: 512-321-3128 | | | |
| Email : orders@agilent.com | | | |
| For additional instructions, see last page | | | |

| Product/Description | Qty/Unit | Unit List Price | Discount Amount | Extended Net Price |
|--------------------------------|----------|-----------------|-----------------|------------------------|
| SYS-GM-5977T | 1.000 EA | | | 0.00 |
| GCMS 5977 Turbo System | | | | |
| Extended Warranty - 4yrs total | 1 EA | 19,764.00 USD | 1,581.12- | 18,182.88 |
| Item Total | | | | 18,182.88 |
| Promotion discount 8.00 %. | | | | |
| Gross Amount | | | | : \$ 159,334.00 |
| Total Discount | | | | : \$ 43,297.52 |
| Net Amount | | | | : \$ 116,036.48 |
| Total | | | | : \$ 116,036.48 |



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TO PLACE AN ORDER, Agilent offers several options:

- 1) Visit <http://www.agilent.com/chem/supplies> to place online orders using a purchase order or credit card.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8am and 8 pm Eastern time in the U.S., Canada & Puerto Rico.
- 3) To place an order for Consumables, please fax the order to 302-633-8901.
To place an instrument and/or software order, please fax the order to 302-633-8953.
To place an order for Genomics, please fax the order to 512-321-3128, or email to orders@agilent.com
- 4) Or you can mail your order to:
Agilent Technologies
North American Customer Contact Center
2850 Centerville Road BU3-2
Wilmington, DE 19808-1610

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers

TO CHECK THE STATUS OF AN ORDER:

- 1) Visit <http://www.agilent.com/chem/supplies> to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

FINANCING AND LEASING - A wide range of options are available. For more information or to discuss how monthly payments could suit your operational or budgetary requirements, contact your Agilent Account Manager.

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.

* Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.

* Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.

The sale of standard Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adapted to meet Customer's requirements, the sale of all Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale for Custom Products and any LSCA Supplemental Terms or other applicable terms referenced herein. A copy of Agilent's Terms of Sale, Agilent's Terms of Sale for Custom Products and the LSCA Supplemental Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will apply to those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Product and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.



Agenda Report Form

Open Session Item

SUBJECT: Rejection of Bids (PUR-1359) - One (1) New Hazmat Unit

PRESENTATION DATE: February 6, 2018

PRESENTATION BY: Rick Curry, CPPO – Director of Purchasing Department
and Jonathan Hart – Assistant Director of Fire Operations

RECOMMENDED MOTION: Move to reject the bids received on October 25, 2017, for the purchase of one (1) Hazmat Unit due to either the bid did not meet bid specifications or the bid exceeds the available budget for the unit.

REPORT-IN-BRIEF: Notice of the bid was published in the local newspaper, listed on the State of Maryland’s “eMaryland Marketplace” website, and on the County’s website. Thirty (30) person’s/companies registered/downloaded the bid document on-line. Two (2) bids were received, which one (1) was for more than the available budget and the other bid did not meet the specifications. The division is going to revise the specifications to solicit **new** pricing.

DISCUSSION: N/A

FISCAL IMPACT: Funds are in the division’s CIP account VEH009.

CONCURRENCES: Director of the Division of Emergency Services

ALTERNATIVES: N/A

ATTACHMENTS: Bid Matrix Tabulation.

AUDIO/VISUAL NEEDS: N/A

PUR-1359

Item No. 1: One (1) New 2018 or Latest Production Model Heavy Duty Hazmat Unit

| | | |
|---------------------------|--|--|
| | Atlantic Emergency Solutions (Pierce Mfg.) Williamsport, MD | DPC Emergency Equipment Marydel, DE |
| Price Per Unit | \$630,000.00 | \$557,852.00 |
| Delivery Date | 360 days | |
| Remarks/Exceptions | 1-Pierce Saber Stock Option Unit #30647 \$488,879.00 | |

| Remarks / Exceptions | |
|--|---|
| Atlantic Emergency Solutions (Pierce Mfg.) | DPC Emergency Equipment |
| F. BREAKING SYSTEMS: #10 Auxiliary Air Outlets (a) – No Pump Panel | G. WHEELS and TIRES: #3 Front Wheels (a) – Alum. #5 Rear Wheels (a) – Alum. |
| I. FUEL SYSTEM: #3 Auxiliary Fuel Pump (a) – Not required on Detroit Motors #4 Fuel Shut Off (a) – Automatic with Detroit Motors | I. FUEL SYSTEM: #3 Auxiliary Fuel Pump (a) – N/A |
| O. CAB CONSTRUCTION: #3 Cab Floor (c) – Enforcer Option #9 Interior (b) – Enforcer option #21 450 MHz Mobile Radio Head (a) – Deleted #23 Map Book and Portable Radio Chargers (c) – Deleted #25 Intercom System (c) - Deleted | O. CAB CONSTRUCTION: #21 450 MHz Mobile Radio Head (a) – See Add #25 Intercom System (c) - See Add |
| W. LOOSE EQUIPMENT: #1 To be provided by the Manufacturer (a) Bullets 2 through 8 – Deleted #1 To be provided by the Manufacturer (b) Entire cell except for bottom 2 bullets - Deleted | Q. ROOF DESIGN: #11 Hydrocarbon Offload System (e) – See Add |
| X. OPTIONED EQUIPMNET: #2 Portable Winch Receiver (a) - \$2,300.00 #2 Portable Winch Receiver (b) - \$174.00 Each #3 Hitch Receivers (3) (a) - \$1,181.00 #3 Hitch Receivers (3) (b) - \$764.00 #4 Rope Anchors (a) - \$1,053.00 #5 Video/Light Tower (a) - \$26,000.00 #5 Video/Light Tower (c) – TBD Mast? #6 Latest Generation Safety Features (b) – Side Roll Front Impact Air Bags \$10,000.00 #7 Independent Front Suspension (a) - \$12,000.00 #8 Independent Front Suspension (a) - \$3,946.00 E-Coat Standard | S. EMERGENCY WARNING LIGHTS AND SIREN: #2 Zone A (m) – Rosenbauer will not use Bid Whelen |
| | V. PAINT & FINISH, LETTERING and STRIPING #4 Striping (d) - Alum |

PUR-1359

Item No. 1: One (1) New 2018 or Latest Production Model Heavy Duty Hazmat Unit

| DPC Emergency Equipment |
|---|
| W. LOOSE EQUIPMENT: #1 To be provided by Manufacturer (a) – See Add. #1 To be provided by Manufacturer (b) – See Add. |
| X. OPTIONED EQUIPMENT: #2 Portable Winch Receiver (a) - \$2,350.00 #2 Portable Winch Receiver (b) - \$270.00 EA. #3 Hitch Receivers (3) (a) - \$696.00 #3 Hitch Receivers (3) (b) - \$1,210.00 #4 Rope Anchors (a) - \$1,150.00 #5 Video/Light Tower (a, b, & c) - \$63,500.00 #5 Video/Light Tower (d) – In Price #5 Video/Light Tower (e) – In Price #6 Latest Generation Safety Features (b) – Frontal Air Bags (4) \$3,985.00 #7 Independent Front Suspension (a) - \$12,800.00 #7 Independent Front Suspension (b) – Reyco Granning #8 Rear Suspension (a) – In Price #8 Rear Suspension (b) – Ridewell Air \$3,250.00 |
| Y. MANUALS, WARRANTIES and CERTIFICATIONS: #14 Windshield Wiper Durability Certification (a) – N/A |



Open Session Item

SUBJECT: Conococheague Treatment Plant ENR Upgrade

PRESENTATION DATE: February 6, 2018

PRESENTATION BY: Mark D Bradshaw, PE, Deputy Director

RECOMMENDED MOTION: Move to approve Change Order #4 for HRI Bridge Company, Inc. in the amount of \$179,506.00.

REPORT-IN-BRIEF:

1. The surface waste units, that the County purchased directly from the BioMag vendor, had to be modified in the field due to conflicting elevation difference between the construction drawings and the BioMag drawings. The surface waste guide rails had to be extend so the pump could be removed. For more detailed information, please refer to HRI's Letter 033A dated December 22, 2017. Increase the contract amount by \$4,073.00.
2. As part of the upgrade, the Contractor has to make structural modification to the three (3) existing oxidation ditches. The specification estimated that the Contractor would need to remove a total of 110 cubic yards of sludge from the three (3) existing oxidation ditches. When oxidation ditch #3 was taken out of service, the Contractor removed 123 cubic yards of sludge from the tank, which exceed the quantity provided in the specification. When oxidation ditch #1 was taken out of service, the Contractor removed 140 cubic yards of sludge from the tank. For more detailed information, please refer to HRI's Letter 035A dated December 22, 2017. Increase the contract amount by \$32,756.00 and adds three (3) calendar days to the contract.
3. The plans showed the floor elevation of ox ditch #1 being 18" higher than the other two oxidation ditches. When ox ditch #1 was drained and the sludge removed, it was discovered that the floor elevation was 18" lower then what was shown on the plans, thus requiring additional rebar, concrete, stone, form work, and labor. For more detailed information, please refer to HRI's Letter 036A dated January 9, 2018. Increase the contract amount by \$80,443.00 and adds fourteen (14) calendar days to the contract.
4. The plans called for a roof mounted supply and exhaust fan to be installed in the headworks and UV building. During the submittal process, it was determined that the headworks supply and exhaust fans need to be upgraded from non-explosion proof to explosion proof in order to comply with the electrical code. For more detailed information, please refer to HRI's Letter 037A dated January 3, 2018. Increase the contract amount by \$11,082.00, and adds seven (7) calendar days to the contract.
5. The plans called for several fittings to be installed in the yard piping. The Contractor proposed to install the yard piping without the fittings, thus eliminating the fittings which will result in a savings. This change would result in an overall net savings that is to be divided equally between the County and Contractor per the County's General Conditions - Value

Engineering Change Proposal section. For more detailed information, please refer to HRI's Letter 038A dated January 4, 2018. Decrease the contract amount by \$3,385.00.

6. The new screen being installed in the BioMag building needs to have utility water connected to it. The plans failed to show the utility water being connected to the new screen, thus the Contractor had to install additional utility water piping beyond what was shown on the plans. For more detailed information, please refer to HRI's Letter 039A dated December 19, 2017. Increase the contract amount by \$3,242.00 and adds one (1) calendar days to the contract.

7. The plans failed to show a conduit being installed from the BioMag electrical room to the methanol facility for the leak detection system and where the leak detection system was to obtain power from. For more detailed information, please refer to HRI's Letter 040A dated December 22, 2017. Increase the contract amount by \$2,890.00.

8. A new overhead monorail system was to be installed over the centrifuges. During the installation of the overhead monorail a conflict was encountered between the existing HVAC duct work and the new monorail. The existing HVAC duct work had to be removed and relocated. For more detailed information, please refer to HRI's Letter 042A dated December 20, 2017. Increase the contract amount by \$5,893.00 and adds two (2) calendar days to the contract.

9. The plans called for a new overhead door to be installed in the headworks building, but the plans failed to call out the lintel specification. For more detailed information, please refer to HRI's Letter 045B dated December 22, 2017. Increase the contract amount by \$6,683.00.

10. Yard pipe #4 had previously been abandoned during a previous upgrade. Per the previous drawing the 90 degree elbow was to be removed and a mechanical cap placed on the end of the pipe. Once the pipe was excavated, we discovered that the 90 degree elbow hadn't been removed but was actually filled with concrete. For more detailed information, please refer to HRI's Letter 046A dated January 4, 2018. Increase the contract amount by \$7,266.00 and adds one (1) calendar days to the contract.

11. A new gravity effluent line was to be installed under an existing force main. The force main drawing didn't show any fitting where the crossing was to take place, but when we excavated the area, we discovered that the force main had two (2) vertical 45 degree bends where the crossing was to occur. To continue with the effluent line installation, restraints had to be added to the vertical bends. For more detailed information, please refer to HRI's Letter 047A dated December 19, 2017. Increase the contract amount by \$2,996.00 and adds one (1) calendar days to the contract.

12. The plans have provisions for a fourth clarifier to be added in the future. At the County's direction, the Contractor installed the fourth polymer feed line from the BioMag building to the final clarifier splitter box while they were installing three (3) shown on the plans. By installing the polymer line at this time, it will save the County substantial money in the future when final clarifier #4 is constructed. For more detailed information, please refer to HRI's Letter 048A

dated December 19, 2017. Increase the contract amount by \$8,690.00 and adds two (2) calendar days to the contract.

13. The plans called for the BioMag and Methanol buildings to each tap the potable water line located in the loop road. Per the plumbing code, backflow prevents had to be installed, but they weren't show on the plans and the water main pressure exceed the operation pressure of the emergency eyewash station thus requiring pressure reducing valves to be installed. Since the methanol structure is an open building, the backflow preventer and pressure reducing valve would have needed to be installed in a vault which wasn't shown on the plans. It was determined that it would be cheaper to install the pressure reducing valve and backflow preventer in the BioMag building and run a service line from the BioMag building to the Methanol facility. For more detailed information, please refer to HRI's Letter 049A dated December 20, 2017. Increase the contract amount by \$12,340.00 and adds one (1) calendar days to the contract.

14. At the direction of the County, the Contractor installed an additional isolation valve in the shear mill discharge piping. By installing an isolation valve, we can continue to operate half the equipment in the event the discharge piping was to break. For more detailed information, please refer to HRI's Letter 050 dated January 8, 2018. Increase the contract amount by \$658.00.

15. The plans didn't show the installation of surface waste units hoist, but they are required in order to remove the pumps. At the direction of the County, the Contractor installed three (3) hoist bases and one (1) davit crane. For more detailed information, please refer to HRI's Letter 041B dated January 18, 2018. Increase the contract amount by \$3,879.00.

DISCUSSION: Due to actual construction conditions and design issues, several changes are proposed to the Conococheague WwTP ENR upgrade as outlined above. These modifications are required to maintain the daily operations of the WwTP; facilitate construction and ensure proper operation of new process in the future. Failure to proceed with the proposed changes would result in additional operations/maintenance costs of the upgrade WwTP and prevent construction from occurring as required to meet State regulations.

FISCAL IMPACT: There are adequate funds in TRP018 to cover this change order.

CONCURRENCES: Dan DiVito – Deputy Director

ALTERNATIVES: N/A

ATTACHMENTS: Change Order #4 with attachments

AUDIO/VISUAL TO BE USED: N/A

**BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY MARYLAND
100 WEST WASHINGTON STREET, HAGERSTOWN, MARYLAND 21740-4735
CHANGE ORDER**

TO: HRI Bridge Company A/K/A HRI, Inc.
Consultant: 1750 West College Avenue
Contractor: State College, PA 16801
Vendor:

Change Order No. Purchase Order No.

Contract No. P/S Account No.

Project Title: Date:

The contract time will: increase decrease remain the same by: calendar days working days

Description of Change:

1. Post Anoxic Tank Surface Waste Unit Elevation Conflict.
2. Sludge removal from oxidation ditch #1.
3. Ox Ditch #1 floor elevation.
4. Roof Mounted to Wall Mount Supply and Exhaust Fans and upgrade equipment to explosion proof.
5. Yard piping fitting adjustment value engineering.
6. BioMag utility water addition.
7. Methanol double wall pipe leak detection & power feed.
8. Solid handling monorail & HVAC conflict.
9. Headwork's overhead door H-102 Lintel.
10. Ox Ditch influent splitter box existing yard pipe #4 conflict.
11. Existing force main yard pipe 21 added restraints.
12. Yard pipe 130 polymer piping adjustments and additions.
13. BioMag and Methanol potable water line adjustment.
14. BioMag additional shear mill pump isolation valve.
15. Post Anoxic Tank Surface Waste Unit Hoist Addition.

Reason for Change:

1. The surface waste units, that the County purchased directly from the BioMag vendor, had to be modified in the field due to conflicting elevation difference between the construction drawings and the BioMag drawings. The surface waste guide rails had to be extend so the pump could be removed. For more detailed information, please refer to HRI's Letter 033A dated December 22, 2017. Increase the contract amount by \$4,073.00.
2. As part of the upgrade, the Contractor has to make structural modification to the three (3) existing oxidation ditches. The specification estimated that the Contractor would need to remove a total of 110 cubic yards of sludge from the three (3) existing oxidation ditches. When oxidation ditch #3 was taken out of service, the Contractor removed 123 cubic yards of sludge from the tank, which exceed the quantity provided in the specification. When oxidation ditch #1 was taken out of service, the Contractor removed 140 cubic yards of sludge from the tank. For more detailed information, please refer to HRI's Letter 035A dated December 22, 2017. Increase the contract amount by \$32,756.00 and adds three (3) calendar days to the contract.
3. The plans showed the floor elevation of ox ditch #1 being 18" higher than the other two oxidation ditches. When ox ditch #1 was drained and the sludge removed, it was discovered that the floor elevation was 18" lower then what was shown on the plans, thus requiring additional rebar, concrete, stone, form work, and labor. For more detailed information, please refer to HRI's Letter 036A dated January 9, 2018. Increase the contract amount by \$80,443.00 and adds fourteen (14) calendar days to the contract.
4. The plans called for a roof mounted supply and exhaust fan to be installed in the headworks and UV building. During the submittal process, it was determined that the headworks supply and exhaust fans need to be upgraded from non explosion proof to explosion proof in order to comply with the electrical code. For more detailed information, please refer to HRI's Letter 037A dated January 3, 2018. Increase the contract amount by \$11,082.00, and adds seven (7) calendar days to the contract.
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plans. For more detailed information, please refer to HRI's Letter 039A dated December 19, 2017. Increase the contract amount by \$3,242.00 and adds one (1) calendar days to the contract.

7. The plans failed to show a conduit being installed from the BioMag electrical room to the methanol facility for the leak detection system and where the leak detection system was to obtain power from. For more detailed information, please refer to HRI's Letter 040A dated December 22, 2017. Increase the contract amount by \$2,890.00.

8. A new overhead monorail system was to be installed over the centrifuges. During the installation of the overhead monorail a conflict was encountered between the existing HVAC duct work and the new monorail. The existing HVAC duct work had to be removed and relocated. For more detailed information, please refer to HRI's Letter 042A dated December 20, 2017. Increase the contract amount by \$5,893.00 and adds two (2) calendar days to the contract.

9. The plans called for a new overhead door to be installed in the headworks building, but the plans failed to call out the lintel specification. For more detailed information, please refer to HRI's Letter 045B dated December 22, 2017. Increase the contract amount by \$6,683.00.

10. Yard pipe #4 had previously been abandoned during a previous upgrade. Per the previous drawing the 90 degree elbow was to be removed and a mechanical cap placed on the end of the pipe. Once the pipe was excavated, we discovered that the 90 degree elbow hadn't been removed but was actually filled with concrete. For more detailed information, please refer to HRI's Letter 046A dated January 4, 2018. Increase the contract amount by \$7,266.00 and adds one (1) calendar days to the contract.

11. A new gravity effluent line was to be installed under an existing force main. The force main drawing didn't show any fitting where the crossing was to take place, but when we excavated the area, we discovered that the force main had two (2) vertical 45 degree bends where the crossing was to occur. To continue with the effluent line installation, restraints had to be added to the vertical bends. For more detailed information, please refer to HRI's Letter 047A dated December 19, 2017. Increase the contract amount by \$2,996.00 and adds one (1) calendar days to the contract.

12. The plans have provisions for a fourth clarifier to be added in the future. At the County's direction, the Contractor installed the fourth polymer feed line from the BioMag building to the final clarifier splitter box while they were installing three (3) shown on the plans. By installing the polymer line at this time, it will save the County substantial money in the future when final clarifier #4 is constructed. For more detailed information, please refer to HRI's Letter 048A dated December 19, 2017. Increase the contract amount by \$8,690.00 and adds two (2) calendar days to the contract.

13. The plans called for the BioMag and Methanol buildings to each tap the potable water line located in the loop road. Per the plumbing code, backflow preventers had to be installed, but they weren't shown on the plans and the water main pressure exceeded the operation pressure of the emergency eyewash station thus requiring pressure reducing valves to be installed. Since the methanol structure is an open building, the backflow preventer and pressure reducing valve would have needed to be installed in a vault which wasn't shown on the plans. It was determined that it would be cheaper to install the pressure reducing valve and backflow preventer in the BioMag building and run a service line from the BioMag building to the Methanol facility. For more detailed information, please refer to HRI's Letter 049A dated December 20, 2017. Increase the contract amount by \$12,340.00 and adds one (1) calendar days to the contract.

14. At the direction of the County, the Contractor installed an additional isolation valve in the shear mill discharge piping. By installing an isolation valve, we can continue to operate half the equipment in the event the discharge piping were to break. For more detailed information, please refer to HRI's Letter 050 dated January 8, 2018. Increase the contract amount by \$658.00.

15. The plans didn't show the installation of surface waste units hoist, but they are required in order to remove the pumps. At the direction of the County, the Contractor installed three (3) hoist bases and one (1) davit crane. For more detailed information, please refer to HRI's Letter 041B dated January 18, 2018. Increase the contract amount by \$3,879.00.

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|---|-----------------|
| The completion date, incorporating the changes included in this change order, is: | Jun 25, 2018 |
| The original contract sum was: | \$23,759,050.00 |
| Net changes by previous change orders: | \$175,867.62 |
| Contract sum prior to this change order: | \$23,934,917.62 |
| By this Change Order, the contract sum will be changed by: | \$179,506.00 |
| The new contract sum including this change order will be: | \$24,114,423.62 |

The Consultant/Contractor/Vendor shall not commence with the work described hereon until this form is executed by all agents.

Consultant:

Finance:

Contractor/Vendor:

Purchasing: