

Introduced	_____
Public Hearing	_____
Council Action	_____
Executive Action	_____
Effective Date	_____

County Council Of Howard County, Maryland

2026 Legislative Session

Legislative Day No. 2

Bill No. 11 -2026

Introduced by: The Chairperson at the request of the County Executive

Short title: Multi-year Grant Agreement renewal – Howard County Housing Commission - NonProfit Collaborative

Title: AN ACT pursuant to Section 612 of the Howard County Charter, approving a Multi-Year Grant Agreement between the County and the Howard County Housing Commission for the grant of funds related to a NonProfit Collaborative, which provides easier access to multiple services for Howard County residents, enhances coordination and collaboration among non-profit service providers, and improves efficiency through shared spaces and services; authorizing the Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

Introduced and read first time _____, 2026. Ordered posted and hearing scheduled.

By order _____
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2026.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2026 and Passed __, Passed with amendments __, Failed __.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this __ day of _____, 2026 at __ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2026

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, the Howard County Housing Commission (the “Housing Commission”),
2 currently leases office space in order to form a comprehensive non-profit center for Howard
3 County, and then subleases most of that space to the Association of Community Services of
4 Howard County, Inc. (“ACS”) and eleven additional non-profit Howard County service providers
5 (collectively referred to as the “NonProfit Collaborative”); and

6
7 **WHEREAS**, a proven model of efficiency and effectiveness, the NonProfit Collaborative
8 provides easier access to multiple services for Howard County residents, enhances coordination
9 and collaboration among non-profit service providers, and improves efficiency through shared
10 spaces and services; and

11
12 **WHEREAS**, the Commission entered into a 10-year lease agreement to lease the real
13 property located at 9770 Patuxent Woods Drive, Columbia, Maryland 21046 (the “Property”) for
14 use as the NonProfit Collaborative and the Commission intends to renew that lease before it expires
15 on June 30, 2027; and

16
17 **WHEREAS**, the Commission intends to use a portion of the Property for its office space
18 and sublease the remainder to ACS and the other participating non-profit entities; and

19
20 **WHEREAS**, through Council Bill 50-2016, the County previously entered into a multi-
21 year grant agreement with the Commission over a ten-year term to provide a rent subsidy for the
22 purposes of leasing the Property from Fiscal Year 2017 through Fiscal Year 2026 (the “Original
23 Agreement”) and the Original Agreement expires upon completion of the original ten-year term
24 ending in Fiscal Year 2026; and

25
26 **WHEREAS**, the County has appropriated \$274,002 in its FY2026 operating budget to be
27 used as a rental subsidy under the Original Agreement for the NonProfit Collaborative’s final year
28 of rent pursuant to the original lease; and

29
30 **WHEREAS**, the Commission and ACS intend to expand the total square footage through

1 the Lease, or under a separate lease, in order to provide additional rentable space for non-profit
2 entities in Howard County and the Commission estimates the expansion space of the NonProfit
3 Collaborative to be approximately 8,200 square feet, resulting in an increased rental cost of
4 approximately \$150,000 annually (before any escalators) above the rental subsidy amount
5 provided in FY2026; and

6

7 **WHERAS**, the County wishes to renew, and the Commission desires to accept, a
8 continuing rent subsidy for each of the 10 years of the Lease upon the terms and conditions of this
9 Agreement, substantially in the form attached as Exhibit A; and

10

11 **WHEREAS**, such a multi-year term requires the payment by the County of funds from an
12 appropriation in a later fiscal year and therefore requires County Council approval as a multi-year
13 agreement pursuant to Section 612 of the Howard County Charter.

14

15 **NOW, THEREFORE,**

16

17 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland that, in accordance
18 with Section 612 of the Howard County Charter, it approves the Multi-Year Grant Agreement
19 between Howard County and the Howard County Housing Commission for the provision of a rent
20 subsidy for 10 years to benefit the NonProfit Collaborative, substantially in the form of Exhibit A
21 attached to this Act.

22

23 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that
24 the County Executive is hereby authorized to execute the Multi-Year Grant Agreement for such
25 term in the name of and on behalf of the County.

26

27 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that
28 the County Executive, prior to execution and delivery of the Multi-Year Grant Agreement, may
29 make such changes or modifications to the Agreement as he deems appropriate in order to
30 accomplish the purpose of the transactions authorized by this Act, provided that such changes or

1 *modifications shall be within the scope of the transactions authorized by this Act; and the execution*
2 *of the Agreement by the County Executive shall be conclusive evidence of the approval by the*
3 *County Executive of all changes or modifications to Agreement, and the Agreement shall*
4 *thereupon become binding upon the County in accordance with its terms.*

5

6 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County, Maryland that
7 *this Act shall be effective immediately upon its enactment.*

Project: NonProfit Collaborative **Fund:** _____
Grant Amount: \$4,649,128

MULTI-YEAR GRANT AGREEMENT

THIS MULTI-YEAR GRANT AGREEMENT (this "Agreement") is made as of the Effective Date (as herein defined), by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the "County") and the **HOWARD COUNTY HOUSING COMMISSION**, a public body corporate and politic of the State of Maryland (the "Commission").

RECITALS

A. Subtitle 13 of Title 13 of the Howard County Code establishes a housing authority for Howard County known as the "Howard County Housing Commission." Section 13.1318(c) of the Howard County Code authorizes the County to lend or donate money to the Commission from time to time.

B. The Commission currently leases office space in order to form a comprehensive non-profit center for Howard County, and then subleases most of that space to the Association of Community Services of Howard County, Inc. ("ACS") and eleven additional non-profit Howard County service providers (collectively referred to as the "NonProfit Collaborative"). A proven model of efficiency and effectiveness, the NonProfit Collaborative provides easier access to multiple services for Howard County residents, enhances coordination and collaboration among non-profit service providers, and improves efficiency through shared spaces and services.

C. Through the NonProfit Collaborative, non-profit tenants have been able to grow their programs and services because of their reduced overhead expenses. Collectively, they served over 15,000 community members in the most recent fiscal year. All have developed stronger relationships with other tenants, and the majority have gained knowledge that helped them in their work. The NonProfit Collaborative has also become a hub for many local nonprofits, beyond the current tenants. Meeting room spaces are well utilized by non-tenants to provide client services and hold meetings, training sessions, and other events. An additional nineteen non-profit organizations rent mailboxes within the building, giving them a street address instead of a PO box.

D. The Commission intends to renew a 10-year lease agreement to lease the real property located at 9770 Patuxent Woods Drive, Columbia, Maryland 21046 (the "Property") for continued use as the NonProfit Collaborative (the "Lease"). The current 10-year lease is set to expire on June 30, 2027. The Commission intends to use a portion of the property for its office space and sublease the remainder to ACS and the other participating non-profit entities.

E. Through Council Bill 50-2016, the County previously entered into a multi-year grant agreement with the Commission over a ten year term to provide a rent subsidy for the purposes of leasing the Property from Fiscal Year 2017 through Fiscal Year 2026 (the "Original Agreement"). The

Original Agreement expires upon completion of the original ten-year term ending in Fiscal Year 2026.

F. The County has appropriated in its FY2026 operating budget \$274,002 to be used as a rental subsidy under the Original Agreement for the Non-Profit Collaborative's final year of rent pursuant to the original lease.

G. The Commission, on behalf of itself and ACS, intends to expand the total square footage through the Lease or under a separate lease in order to provide additional rentable space for non-profit entities in Howard County. The Commission estimates the expansion space of the NonProfit Collaborative to be approximately 8,200 square feet, resulting in an increased rental cost of approximately \$150,000 annually (before any escalators) above the rental subsidy amount provided in FY2026.

H. The County wishes to renew, and the Commission desires to accept, a continuing rent subsidy for each of the 10 years of the Lease upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Commission agree as follows:

1. **Grant.** The County agrees to provide the Commission with funds in the amount of **Four Million Six Hundred Forty Nine Thousand One Hundred and Twenty Eight Dollars (\$4,649,128)** over the course of ten (10) successive fiscal years, per the terms outlined herein.

2. **Use of Grant Funds.** The Grant shall be used by the Commission to make rent payments under the Lease.

3. **Disbursement.** Subject to the condition set forth in Section 4, the Grant shall be disbursed within fifteen (15) business days upon the Commission's written request to the County Chief Administrative Officer to be used as set forth in Section 2. The Grant shall be disbursed annually as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2027	\$348,657
2028	\$423,312
2029	\$436,011
2030	\$449,092
2031	\$462,564
2032	\$476,441
2033	\$490,735
2034	\$505,457
2035	\$520,620
2036	\$536,239

TOTAL: \$4,649,128

4. Condition Precedent. This Agreement shall not take effect unless and until the Commission has entered into the Lease upon substantially the terms described herein; and the County Council has approved this Multi-Year Grant Agreement pursuant to Section 612 of the Howard County Charter and Section 22.703 of the Howard County Code.

5. Reports. The Commission shall provide the County Chief Administrative Officer with the following reports in a form acceptable to the County:

- (a) Annual reports of the Commission's activities and expenditures of Grant funds, including certification that the conditions enumerated in Sections 2 and 4 have been met;
- (b) Upon termination of this Agreement, a final report of all activities and expenditures made pursuant to this Agreement; and
- (c) Such other reports or information as the County may from time to time require.

6. Inspection of Records. The Commission shall allow any duly authorized representative of the County to inspect and audit, at reasonable times, all records and documents of the Commission relating to this Grant, which records shall be retained by the Commission for at least three (3) years after the termination of this Agreement.

The Commission shall maintain sufficient records to enable the County to determine whether the Commission has met the requirements of the Agreement. At a minimum, such records shall include: (a) records providing a full description of each lease and sub-lease ("the Activity") undertaken, and the amount of Grant funds budgeted, obligated, and expended for the Activity; and (b) records required to determine the eligibility of the Activity.

7. Commission's Certifications. The Commission certifies to the County that:

- (a) The Commission is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement; and
- (b) This Agreement has been duly authorized, executed and delivered by the Commission in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Commission.

8. Default, Repayment and Remedies.

- (a) A default shall consist of (i) any use of Grant funds for any purpose other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of the Commission which was made in this Agreement or in the Lease.

(b) If a default occurs, the County shall provide written notice to the Commission to cure the default, and the Commission shall have thirty (30) days from the date the County's notice was postmarked to cure the default. After the conclusion of this 30-day period, if the Commission has not cured the default to the satisfaction of the County, the County may terminate this Agreement. In the event of termination:

(i) The County may immediately demand repayment of all or a portion of the Grant funds which have been disbursed; and

(ii) the County's remedies of obtaining repayment as described in Section (b) above may be exercised contemporaneously with remedies pursuant to Section (c) below, and all of such rights shall survive any termination of this Agreement.

(c) If a default occurs, the County may at any time proceed to protect and enforce all rights available to the County, by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

9. **Notices.** All notices and other communications required under this Agreement shall be delivered or mailed, by registered or certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

To the Commission:

Howard County Housing Commission
c/o Peter Engel, Executive Director
9770 Patuxent Woods Drive, Suite 100
Columbia, Maryland 21046

To the County:

Howard County, Maryland
Brandee Ganz, Chief Administrative Officer
3430 Courthouse Drive
Ellicott City, Maryland 21043

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

11. **Assignment.** This Agreement may not be assigned without the prior written approval of the County.

12. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland.

13. **Term of Agreement.** Subject to Section 4 above, this Agreement is effective upon execution by the County (the "Effective Date"). Unless sooner terminated pursuant to Section 8 and

Section 16 of this Agreement or by the mutual consent of the parties, this Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports, records, and audits due by the Commission have been received by the County, and there has been a final settlement and conclusion between the County and the Commission of all issues arising out of the Grant.

14. **Disputes.** In the event that during the term of this Agreement, any dispute arises between the parties in connection with the performance of this Agreement, each party shall make a reasonable effort to resolve such dispute by mutual negotiation, adjustment and compromise. Under no circumstance, however, shall the authorized budgetary appropriation for the grant in any fiscal year or in total be exceeded.

Any dispute concerning a question of fact arising under this Agreement, which is not disposed of by mutual consent, shall be decided by the County's Chief Administrative Officer. Pending final decision of the dispute hereunder, the Commission shall proceed diligently with the activity set forth in this Agreement.

15. **Waivers.** The failure of the parties to enforce at any time the provisions of this Agreement, or to exercise any option which may be provided herein, shall in no way be construed as a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

16. **Termination.**

A. **Mutual Termination.** This Agreement may be terminated by the County with the consent of the Commission, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of a partial termination, the portion to be terminated.

B. **By the Commission.** This Agreement may be terminated by the Commission upon at least thirty (30) days' written notification to the County. The Commission's written notice shall set forth reasons for the termination, the effective date of termination and, in the case of a partial termination, the portion to be terminated. If, in the case of a partial termination, the County determines that the remaining Grant funds will not accomplish the purposes for which the Grant was made, the County may terminate the Agreement in its entirety.

C. **By the County.** This Agreement may be terminated by the County upon at least 30 days' written notice to the Commission, for any of the following reasons:

1. **Default.** For default, as defined in Section 8 of this Agreement.
2. **Failure to Maintain Insurance.** If the Grantee fails to maintain in effect the insurance policy required by Section 18 hereof, or fails to provide the County with evidence of insurance upon request.

3. **Best Interest of the County.** If the County determines that termination is in the best interest of the County, including without limitation a determination that the County lacks sufficient funding to offer the program or service provided by the Commission.

17. **Audit.** The Commission shall have an annual audit performed of its financial statements. The audit is to be conducted in accordance with generally accepted auditing standards. A copy of each audit shall be submitted to the County's Chief Administrative Officer no later than sixty (60) days following the end of the Commission's fiscal year.

Any deficiencies noted in audit reports must be fully cleared by the Commission within thirty (30) days after receipt by the Commission. Failure of the Commission to comply with the above audit requirement will constitute a violation of this Agreement and may result in the withholding of future disbursement. The Commission hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning grantee audits.

18. **Insurance.** The Grantee shall obtain and maintain appropriate insurance as necessary to protect the Property for loss or damage and the Commission and the County in any legal action, tort, contract, or other liability which may be raised against them. The Commission shall provide the County with evidence of insurance as the County may require, including evidence that the policies may not be terminated without thirty (30) days prior written notice of the County. Any commercial insurance policies obtained by the Commission, Nonprofit Collaborative, or other sublessees must include 'Howard County, MD its elected and appointed officials, officers, employees and authorized volunteers' as additional insured. The County acknowledges that the Commission's Agreement for Pooled Risk Management between Howard County, Maryland, and the Howard County Housing Commission may satisfy the requirements of this Section.

19. **Equal Employment Opportunity.**

The Commission certifies that it now complies and will continue to comply with all applicable federal, state and local laws and regulations pertaining to equal opportunity and equal employment practices, including the Americans with Disabilities Act of 1990.

By executing this Agreement, the Commission agrees and affirms that it accepts and will conform to the Howard County Affirmative Action Program and Equal Opportunity laws in that:

Howard County expects that the Commission will not discriminate against any employee, applicant for employment or program participant because of race, creed, color, national origin, sex, age, occupation, personal appearance, political opinion, sexual orientation, marital status, familial status or disability. The Commission will take affirmative action to ensure that applicants, employees and participants in a program are treated equally without discrimination.

20. **Liability Limitations.**

By virtue of this Agreement, the parties expressly acknowledge that the Commission is not acting as an agent for the County but is acting in the capacity of an independent public agency. In addition, Commission agrees to indemnify and save the County harmless from and against any and all claims, actions, damages, liability and expense, in connection with loss of life, personal injury and/or damage to property arising from or out of the performance of its responsibility as stated in this Agreement, or occasioned in whole or in part by any act of omission of Commission, its agents or employees.

21. **Conflict of Interest.**

The Commission certifies that the officer of the corporation who is executing this Agreement has read and understands the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

22. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

23. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties.

<u>Program</u>	<u>G/L</u>	<u>Business Center</u>	<u>Cost Center</u>	<u>Fund</u>	<u>Internal Order</u>

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and the Commission by their duly authorized representatives have executed this Agreement as of the Effective Date.

ATTEST:

**HOWARD COUNTY HOUSING
COMMISSION**

BY: _____

Peter Engel
Executive Director

ATTEST:

HOWARD COUNTY, MARYLAND

Brandee Ganz
Chief Administrative Officer

Calvin Ball
County Executive
Date Signed: _____

**APPROVED FOR SUFFICIENCY OF
FUNDS:**

**APPROVED FOR PROGRAM
SUFFICIENCY:**

Rafiu Ighile
Director of Finance

Felix Facchine
Deputy Chief of Staff

APPROVED FOR BUDGET SUFFICIENCY:

Holly Sun
Budget Director

**APPROVED FOR FORM AND LEGAL
SUFFICIENCY**
THIS ____ DAY OF ____, 20____

Reviewing Attorney:

Gary W. Kuc
County Solicitor

Kristen Bowen Perry
Deputy County Solicitor