

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

County Council Of Howard County, Maryland

2016 Legislative Session

Legislative Day No. **3**

Bill No. 16 -2016

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

AN ACT pursuant to Section 612 of the Howard County Charter, approving a Grant Agreement between the Chesapeake Bay Trust and Howard County, Maryland that imposes, in certain circumstances, an indemnification obligation on the County in future fiscal years.

Introduced and read first time _____, 2016. Ordered posted and hearing scheduled.

By order _____
Jessica Feldmark, 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 _____, 2016.

By order _____
Jessica Feldmark, Administrator

This Bill was read the third time on _____, 2016 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Jessica Feldmark, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___ day of _____, 2016 at ___ a.m./p.m.

By order _____
Jessica Feldmark, Administrator

Approved/Vetoed by the County Executive _____, 2016

Allan H. Kittleman, 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 County has received a grant in the amount of \$28,895 from the
2 Chesapeake Bay Trust; and

3
4 **WHEREAS**, grant funds will be used for the Trinity School bioretention area design
5 project; and

6
7 **WHEREAS**, the Grant Agreement, a copy of which is attached, includes the following:

8 *“9) The County will hold the Chesapeake Bay Trust harmless and indemnify from*
9 *any claims or litigation arising out of the County’s performance of the project*
10 *and from and against such portion of any liability for injury or damage to person*
11 *or property caused by the County’s performance of the project; any*
12 *indemnification given by the County is subject to and limited by the notice*
13 *requirements and damages caps set forth in the Local Government Tort Claims*
14 *Act(LGTCA), Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (1998 Repl. Vol.)*
15 *as amended from time to time. This indemnification is not intended to create any*
16 *rights in any third parties.”; and*

17
18 **WHEREAS**, the grant expires on November 30, 2016, after the start of the next Fiscal
19 Year; and

20
21 **WHEREAS**, the above referenced provision may require the payment of County funds
22 from an appropriation in a later fiscal year because it imposes, in certain circumstances, an
23 indemnification obligation on the County for the term of the grant; and

24
25 **WHEREAS**, such a multi-year term requires County Council approval as a multi-year
26 agreement pursuant to Section 612 of the Howard County Charter.

27
28 **NOW, THEREFORE,**

29
30 *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in*

1 *accordance with Section 612 of the Howard County Charter, it approves the Grant Agreement*
2 *between the Chesapeake Bay Trust and Howard County, Maryland, substantially in the form of*
3 *Exhibit 1 attached to this Act.*

4
5 ***Section 2. And Be It Further Enacted*** *by the County Council of Howard County, Maryland that*
6 *the County Council hereby ratifies the County Executive's signature on the Grant Agreement for*
7 *such term in the name of and on behalf of the County.*

8
9 ***Section 3. And Be It Further Enacted*** *by the County Council of Howard County, Maryland that*
10 *this Act shall be effective immediately upon its enactment.*



Grant Agreement between the Chesapeake Bay Trust
and Howard County, Maryland

January 5, 2016

The total amount of the grant award for grant number 13424 is \$28,895. Delivery of this grant is made subject to receipt by the Chesapeake Bay Trust (Trust) of a signed copy of this agreement, which confirms that:

- 1) The grant award is in the amount of \$28,895 for support of the Trinity School bioretention area design project. By accepting this award, grantee agrees that said monies will be used to accomplish deliverables and budgeted items in your grant application received on 9/2/2015 and approved in this grant agreement.
- 2) Significant changes to project scope must be approved by the Trust in advance of the change. Please visit www.cbtrust.org/forms to download the Grant Revision Request Form. Significant changes include, but are not limited to:
 - a. Changes in key personnel or key project partners
 - b. Changes in budget that result in a greater than 10% shift in funds across budget categories (e.g., supplies, personnel, contractual)
 - c. Changes in budget that result in addition of a new line item
 - d. Changes in project deliverables as proposed in your original application

Your final report will include a budget section and a deliverables section that should match your proposed budget and deliverables. If changes are made without Trust approval you will be required to refund the award.

- 3) A **status report(s)** on this project, including project status and an accounting of expenditures to date, including documentation of all costs, such as copies of timesheets (for all personnel budget lines), invoices, and receipts is due to the Trust on **6/1/2016**.
- 4) A **final report** on this project, including a complete accounting of expenditures and complete programmatic documentation as specified in report form instructions, is due to the Trust on **12/01/2016**. Your final report will include a budget section and a deliverables section that should match your proposed budget and deliverables. The final report must include an upload of the final design product and documentation of all costs, such as copies of timesheets (for any personnel expenditures), invoices, and receipts.
- 5) **Signed Grant Agreement, Status, and Final reports are required to be submitted by logging into the Chesapeake Bay Trust Online Grant System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Final and status report extension requests must be made via email to the appropriate program staff at the Trust prior to the report due date and, depending on circumstances, may or may not be granted. In cases where the grantee fails to submit a status report or final report by the due date, the Trust reserves the right to terminate the grant agreement and require a refund of funds already transferred to the grantee. By signing this grant agreement, the grantee agrees to comply with the status report date, if applicable, and the final report date listed above and agrees to return funds if a complete report is not**

Executive Officer Initials

Project Leader Initials

submitted by the deadline. Failure to submit report(s) by the deadline will affect eligibility for future awards.


- 6) All materials purchased with this grant will be the property of Howard County, Maryland.
- 7) Funding will be distributed in two payments, as described below:
 - a. Phase I payment of \$26,006, 90% of the award amount to be distributed upon submission of the signed grant agreement.
 - b. Phase II payment of \$2,889, 10% of the award amount, to be distributed after submission to the Trust and Trust review of the final report, described below.
- 8) **All public communications and promotion including press releases, print publications, signage, online messaging, etc. must acknowledge all program funding partners, including the Chesapeake Bay Program Office, Maryland Department of Natural Resources and the Chesapeake Bay Trust, and include the Trust's license plate logo.** The Chesapeake Bay Trust license plate logo file is available online at www.cbtrust.org/logos.
- 9) The County will hold the Chesapeake Bay Trust harmless and indemnify from any claims or litigation arising out of the County's performance of the project and from and against such portion of any liability for injury or damage to person or property caused by the County's performance of the project; any indemnification given by the County is subject to and limited by the notice requirements and damages caps set forth in the Local Government Tort Claims Act (LGTC), Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (1998 Repl. Vol.) as amended from time to time. This indemnification is not intended to create any rights in any third parties.

The undersigned who is (are) fully authorized in the premises of Howard County, Maryland accepts, subject to the terms and conditions in the above grant agreement, the proposed grant of \$28,895.

Please return signed copies of the full award letter, with each page initialed and full signatures on the last page, by uploading a scanned copy to your Chesapeake Bay Trust Online Grant System account accessed through the link https://www.GrantRequest.com/SID_1520 and the username and password used when you applied. Please keep a copy for your records.

Signature of Executive Officer*	Title	Date
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Signature of Project Leader*	Title	Date
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	Executive Director	1/5/2016
Signature of Jana Davis, Ph.D.	Title	Date

Grant #: 13424 Grant Program: Watershed Assistance