

GA-23-14

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: Donavan Harold Dept: Dept. of Public Works Phone: x7763

This is a request to

- review, approve, and/or sign a grant agreement/award
- other: Appropriate grant award to project account

Grant title: City Hall Capital Project Grant

Grantor: State Bond Bill 2003-G044 Amount: \$ 250,000

Attestation:

- Match is *not* required.
- Match is required. Match will be met in the form of <sup>1</sup> CIP Project #20005

I attest that this asset has been approved/appropriated in <sup>2</sup> FY2013-FY2018 Adopted CIP

Department Director signature

Dept. of Public Works

Dept

10/22/13

Date

Routing	Initials	Date		Comments
		In	Out	
<input checked="" type="checkbox"/> originating Dept Director	<u>✓</u>	<u>10/22/13</u>		
<input checked="" type="checkbox"/> Grants Coordinator	<u>VJB</u>	<u>10/22/13</u>		
<input type="checkbox"/> Finance Director				
<input checked="" type="checkbox"/> City Attorney	<u>[Signature]</u>	<u>10/24/13</u>	<u>1/24</u>	<u>Time?</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>	<u>1/24/14</u>		
<input type="checkbox"/> Mayor				
<input type="checkbox"/> City Clerk				
<input type="checkbox"/> Finance Committee				
<input type="checkbox"/> Finance Dept				

Return to Originating Department

Recd 10/23

**GRANT Briefing Document, continued**

*Provide a short narrative. Include:*

-program description	- purpose of funds	- due dates
-grant period	-amount of request or award	
-special features, e.g., environmental impact implications, notarization required		

This capital project renovates City Hall and restores City Council Chambers consistent with the 1868 design. The project includes repairs to the building structure, windows, energy improvements, a new roof and HVAC system, upgrade of the electrical system, and new wireless network access points in public areas.

The total capital project budget is \$2,646,035 of which \$1,086,035 in City funds were approved in FY2011 and \$1,310,000 in City funds were approved in FY2013. With this grant award of \$250,000, the project budget is fully funded.

City funds provide the 1:1 match for the \$250,000 grant. Grant funds must be expended by 6/1/2014. Public Works staff will submit project documentation to the Board of Public Works to claim grant funds. Grant award was approved by the 2013 Legislature per HB 1372.

<sup>1</sup> Examples: cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

<sup>2</sup> Examples: FY\_\_ Operating Budget, a memorandum of understanding, City Council resolution/ordinance.



Grant Title City Hall Capital Project Grant

Grant Award (\$) 250,000.00

Originating Department(s): Public Works

Dept Contact (Name/Phone): Donavan Harold


Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries					0.00	
Benefits					0.00	
Overtime					0.00	
Supplies					0.00	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil					0.00	
Training & Education					0.00	
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services					0.00	
Capital Outlay		250,000.00	250,000.00		500,000.00	City Hall CIP Project #20005
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
<b>Total</b>	<b>0.00</b>	<b>250,000.00</b>	<b>250,000.00</b>	<b>0.00</b>	<b>500,000.00</b>	

TOTAL EXPENDITURES\*: 500,000.00

\* May be different from Grant Award \$ if there is a match requirement.

Match is not required.

  
\_\_\_\_\_  
Department Director Signature/Date

  
\_\_\_\_\_  
Department

X Match is required. Match will be met in the form of <sup>(1)</sup> CIP Project #20005

I attest that this asset has been approved/appropriated in <sup>(2)</sup> FY2013-FY2018 Adopted CIP

\_\_\_\_\_  
Department Director Signature/Date

\_\_\_\_\_  
Department

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>(1)</sup> Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

<sup>(2)</sup> Examples: FY \_\_ operating budget, a memorandum of understanding, City Council resolution/ordinance.

## CAPITAL PROJECTS GRANT AGREEMENT

This Agreement ("**Agreement**") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland ("**State**"), acting through the Board of Public Works (**BPW**), and Mayor and City Council of The City of Annapolis ("**Grantee**"); 160 Duke of Gloucester Street, Annapolis, Maryland 21401 whose federal taxpayer identification number is \_\_\_\_\_.

FILL IN  
←

### 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 **Annapolis City Hall** provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. Purpose. Grantee may use grant funds for the following purpose only ("**Project**"): For the planning, design, repair, renovation, reconstruction, and capital equipping of the Annapolis City Hall, located in Annapolis. (Anne Arundel County) (See **Enabling Act: DGS Item G044**, Chapter 204 of the Laws of Maryland 2003 and as amended by Chapter 432, Acts of 2004; Chapter 396, Acts of 2011; and Chapter 430, Acts of 2013, which is incorporated herein by reference.)
2. Grant. After the BPW approves this Agreement, the State shall periodically provide grant funds ("**Grant**") to, or on behalf of, Grantee not to exceed the lesser of: \$ 250,000.00 (Two Hundred Fifty Thousand Dollars) or the amount of Grantee's matching fund if the Enabling Act requires a matching fund.
3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 6/1/2014; or (b) no part of the Project is under contract by 6/1/2014 or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2014.
4. Matching Fund. If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

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

**To the State:**

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

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

**To the Grantee:**  
*Department of Public Works*  
*City of Annapolis*  
*145 Gorman St., 2<sup>ND</sup> Flr.*  
*Annapolis, Maryland 21401*

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

- (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
- (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
- (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources. *The Grantee has adequate financial resources and the Grantee may self-insure the property.*

16. Indemnification. *To the extent permitted by law and without waiving any defenses, immunities, or the provision of the Maryland Local Tort Claims Act, Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:*

- (a) *The Project, including its construction.*
- (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

17. Registration. Grantee is a (charitable  *religious* ) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and has filed all of its required reports with the Maryland Secretary of State.

Check if YES

Check if NOT APPLICABLE  and explain:

Grantee represents a municipal corporation of the State of Maryland.

18. Commercial and Employment Nondiscrimination. Grantee shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.

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



- (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
  - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
  - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. Financial Disclosure. Grantee is aware of, and will comply with, Section ~~13-221~~ of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. Political Contributions. Grantee is aware of, and will comply with, Article 33, Sections 14-101 through 14-104, 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 \$100,000 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. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.

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

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND  
BOARD OF PUBLIC WORKS

By: \_\_\_\_\_  
Sheila McDonald  
Executive Secretary

Approved as to form and legal  
sufficiency for the State of Maryland.  
Catherine Allen  
Assistant Attorney General  
as of \_\_\_\_\_

Date

APPROVED FOR LEGAL FORM & SUFFICIENCY\*  
(Subject to Execution by the City Mayor and City Council, if  
Indicated.)

01/23/14  
OFFICE OF THE CITY ATTORNEY

\*Approval of Legal Form and Sufficiency Does Not Convey  
Approval or Disapproval of Substantive Nature of  
Transaction. Approval is Based Upon Typeset Document.  
All Modifications Require Re-Approval.

BPW APPROVAL: DGS Item \_\_\_\_-CGL (\_\_\_\_/\_\_\_\_/20\_\_\_\_)

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FILL IN  
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*City of Annapolis*  
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- (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources. *The Grantee has adequate financial resources and the Grantee may self-insure the property.*

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- (a) *BP* The Project, including its construction.
- (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

17. Registration. Grantee is a (charitable  *BP* (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:

Grantee represents a municipal corporation of the State of Maryland.

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- (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.
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  - (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.
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- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
  - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
  - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
21. Non-Debarment. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.

- (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
  - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
  - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. Financial Disclosure. Grantee is aware of, and will comply with, Section ~~13-221~~ of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. Political Contributions. Grantee is aware of, and will comply with, Article 33, Sections 14-101 through 14-104, 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 \$100,000 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. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.



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

By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND  
BOARD OF PUBLIC WORKS

By: \_\_\_\_\_  
Sheila McDonald  
Executive Secretary

Approved as to form and legal  
sufficiency for the State of Maryland.  
Catherine Allen  
Assistant Attorney General  
as of \_\_\_\_\_

Date

APPROVED FOR LEGAL FORM & SUFFICIENCY\*  
(Subject to Execution by the City Mayor and City Council, if  
Indicated.)

01/23/14  
OFFICE OF THE CITY ATTORNEY

\*Approval of Legal Form and Sufficiency Does Not Convey  
Approval or Disapproval of Substantive Nature of  
Transaction. Approval is Based Upon Typeset Document.  
All Modifications Require Re-Approval.

BPW APPROVAL: DGS Item \_\_\_\_-CGL (\_\_\_\_/\_\_\_\_/20\_\_\_\_)

State of Maryland  
**CAPITAL GRANTS PROJECTS**

**AFFIDAVIT**

**FUNDS WILL NOT BE USED FOR LOBBYING**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

~~President~~ **MAYOR**

**AND**

Date: \_\_\_\_\_

By: \_\_\_\_\_

~~Treasurer~~ **DIRECTOR, FINANCE**

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

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

**STATE OF MARYLAND  
BOARD OF PUBLIC WORKS  
CAPITAL PROJECT GRANT APPLICATION**

(Submit a separate application for each grant award.)

1. NAME OF BOND BILL: HB 1372		2. PROJECT DISTRICT: 30	
3. CHAPTER NO: 204/430	4. YEAR AUTHORIZED: 2003/2013	5. DGS ITEM NO. 03-G044	
6. GRANT AMOUNT: \$ _____ 250,000 Show this amount only in <u>State Grant Column - Page 2</u> →			
MATCH AMOUNT: \$ _____ 250,000			
7. NAME OF GRANTEE: City of Annapolis			
8. ADDRESS OF GRANTEE: 160 Duke of Gloucester Street, Annapolis, MD 21401			
9. PROJECT TITLE: Annapolis City Hall			
10. PROJECT ADDRESS: 160 Duke of Gloucester Street			
11. ESTIMATED PROJECT SCHEDULE: Design Start <u>September 2011</u> End <u>February 2013</u>			
Construction Start <u>June 2012</u> End <u>December 2014</u>			
12. DETAILED PROJECT DESCRIPTION AND SCOPE (Include Purpose and Construction Details, use additional sheets, if necessary):			
<p>This project is to renovate City Hall and restore the City Council Chamber consistent with the 1868 design. This project will include repairs to the building structure, windows, energy improvements, a new roof and HVAC system, upgrade of the electrical system, and new wireless network access points in public areas.</p>			
13. IS THIS PROJECT SUBJECT TO THE STATE PREVAILING WAGE LAW: YES <input type="checkbox"/> NO <input type="checkbox"/>			
(Wage rates apply if the construction contract is \$500,000 or more <u>and</u> State funds will be used to pay for 50% or more of the contract.)			
14. DOES THIS PROJECT REQUIRE A PRESERVATION EASEMENT TO THE MARYLAND HISTORICAL TRUST: YES <input type="checkbox"/> NO <input type="checkbox"/>			

**CAPITAL PROJECT GRANT APPLICATION**

**TOTAL ESTIMATED PROJECT BUDGET**

	<b>THIS</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>15. ITEM</b>	<b>STATE GRANT</b>	<b>FUNDS</b>	<b>COST</b>
<b>A. Construction Cost (Including Fixed Equipment)</b>	\$ 250,000	\$ 2,557,324	\$
<b>B. Equipment and Furnishings Not Fixed **(Attach a listing which includes the cost of each item)</b>	\$	\$ 187,196	\$
<b>C. Architect/Engineer Fees</b>	\$	\$ 203,133	\$
<b>D. Land</b>	\$	\$	\$
<b>E. Total</b>	\$ 250,000	\$ 2,947,653	\$ 3,197,653

<b>16. CONTACT PERSON'S NAME:</b> Donovan Harold
<b>17. PHONE NUMBER:</b> 410-263-7949
<b>18. FAX NUMBER:</b> 410-263-3322
<b>19. EMAIL:</b> drharold@annapolis.gov

City of Annapolis

NAME OF GRANTEE ORGANIZATION

DATE

SIGNATURE  
AUTHORIZED REPRESENTATIVE

PRINTED NAME  
AUTHORIZED REPRESENTATIVE

TITLE  
AUTHORIZED REPRESENTATIVE

# INVOICE SCHEDULE

Date: \_\_\_\_\_

Grant Number(s): \_\_\_\_\_

Grant Name: \_\_\_\_\_

Signature of Preparer: \_\_\_\_\_

**Instructions:**

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

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