

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2008 Legislative Session

Legislative Day No. 04

Resolution No. 10-2008

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION APPROVING THE STATE OF MARYLAND BOARD OF PUBLIC WORKS CAPITAL PROJECT GRANT APPLICATION AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE CAPITAL PROJECT GRANT APPLICATION.

WHEREAS, the Wicomico Youth and Civic Center is in its 28th year of operation and is in need of being restored and upgraded; and

WHEREAS, an assessment of the structure and its equipment related to the operation and event support was undertaken in 2005 by the Department of Recreation, Parks and Tourism, which is updated annually; and

WHEREAS, it was determined that the building is in need of several upgrades, such as replacement of seating, floors, roofs, event support equipment, lighting, heating & air condition, and room renovations; and

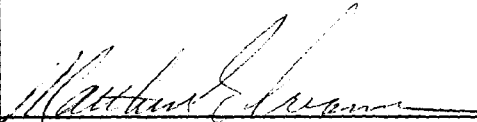
WHEREAS, the County Executive and County Council of Wicomico County have requested grant assistance from the State of Maryland and completed the Capital Projects Grant Application and Grant Agreement attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland that the County Executive is hereby authorized to submit the attached Capital Project Grant Application and execute the Capital Projects Grant Agreement with the State of Maryland.


Done at Salisbury, Maryland, this 19th day of February, 2008.

ATTEST:

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND



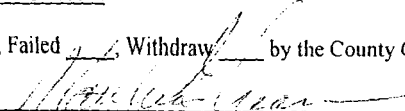
Matthew E. Creamer
Council Administrator



John T. Cannon
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdrawn by the County Council on February 19, 2008.

Certified by 
Matthew E. Creamer, Council Administrator

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

1. NAME OF BOND BILL: Wicomico Youth & Civic Center Loan of 2007		
2. CHAPTER NO: 488	3. YEAR AUTHORIZED: 2007	4. PROJECT LEGISLATIVE DISTRICT: 38th
5. GRANT AMOUNT: \$ 1,000,000.00 <i>(This is the only amount that should be listed in Column A on Page 2)</i>		
6. GRANTEE: Wicomico County, Maryland		
7. ADDRESS: 500 Glen Avenue, Salisbury, MD 21804		
8. PROJECT TITLE: Wicomico Youth & Civic Center		
9. PROJECT ADDRESS: 500 Glen Avenue, Salisbury, MD 21804		
10. ESTIMATED PROJECT SCHEDULE: March 1, 2008 to March 1, 2011		
11. DETAILED PROJECT DESCRIPTION AND SCOPE (Include Purpose and Construction Details, use additional sheets, if necessary): The Wicomico Youth & Civic Center is an aging facility in need of renovation. Please see attached sheets for full description and details.		
12. IS THIS PROJECT SUBJECT TO THE STATE PREVAILING WAGE LAW: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
13. DOES THIS PROJECT REQUIRE A PRESERVATION EASEMENT TO THE MARYLAND HISTORICAL TRUST: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

CAPITAL PROJECT GRANT APPLICATION
(Continued)

In Column A – Grant funds only
In Column B – All other funds only
Total each Column down
Total each Row across

	COLUMN A	+ COLUMN B	= COLUMN C
14. ESTIMATED PROJECT COST:	STATE GRANT	OTHER FUNDS	TOTAL
A. Land			0.00
B. Architect/Engineer Fees	10,000.00	10,000.00	20,000.00
C. Construction Cost (Including Fixed Equipment)	990,000.00	990,000.00	1,980,000.00
D. Equipment and Furnishings not Fixed (Attach listing which includes cost of each item)			0.00
E. Total	1,000,000.00	1,000,000.00	2,000,000.00

15. AMOUNT OF MATCHING FUND REQUIRED BY STATUE:

16. PROJECTED CASH REQUIREMENT SCHEDULE: (Include State Funds Only, use additional sheets if necessary):

July 1, 20 <input type="text" value="08"/> thru September 30, 20 <input type="text" value="08"/>	\$ <input type="text" value=""/>	July 1, 20 <input type="text" value="08"/> thru September 30, 20 <input type="text" value="08"/>	\$ <input type="text" value=""/>
October 1, 20 <input type="text" value="08"/> thru December 31, 20 <input type="text" value="08"/>	\$ <input type="text" value=""/>	October 1, 20 <input type="text" value="08"/> thru December 31, 20 <input type="text" value="08"/>	\$ <input type="text" value=""/>
January 1, 20 <input type="text" value="08"/> thru March 31, 20 <input type="text" value="08"/>	\$ <input type="text" value="37,500.00"/>	January 1, 20 <input type="text" value="09"/> thru March 31, 20 <input type="text" value="09"/>	\$ <input type="text" value=""/>
April 1, 20 <input type="text" value="08"/> thru June 30, 20 <input type="text" value="08"/>	\$ <input type="text" value="60,000.00"/>	April 1, 20 <input type="text" value="09"/> thru June 30, 20 <input type="text" value="09"/>	\$ <input type="text" value="212,500"/>
July 1, 2009 thru Sept. 2009		\$ <input type="text" value="690,000"/>	

17. CONTACT PERSON'S NAME:

18. CONTACT PERSON'S PHONE NUMBER:

DATE

NAME OF ORGANIZATION

SIGNATURE OF AUTHORIZED OFFICER

PRINT NAME

TITLE

State of Maryland Board of Public Works
Capital Project Grant Application

11. Detailed Project Description and Scope

Purpose

The Wicomico Youth and Civic Center, hereafter referred to as Y&CC, is in its 28th year of operation. The Y&CC has a regional reputation for being in people's minds as the place to hold or attend concerts, family shows, trade shows, sporting events, meetings and receptions. Last year, 399 events were held boosting the total attendance to over 204,600 people. In addition, 530 activities were offered by the Department of Recreation and Parks at the Y&CC. Attendance for these activities was 14,200.

There are 29 similar venues within the immediate marketplace (a 250 mile radius) competing with the Y&CC for concerts, family shows, trade shows and sporting events. Furthermore, there are over 80 similar venues located within a days' drive. This does not include arenas operated by colleges and universities.

Local meeting, reception, and trade show planners have an array of options from which to choose within and outside our service area. Excellent accommodations can be found locally at the Roland E. Powell Convention Center, Clarion Hotel, Dove Point, the Fountains, University of Maryland Eastern Shore, Salisbury University and Cambridge Hyatt. Each property was constructed or renovated within the last five years. There are 2 new properties which are either in the construction or planning stages. These include the Ocean City (MD) Hilton and a civic center in Dover, Delaware.

The Civic Center's main structure is 28 years old. The Midway Room is 35 years old. ***The Center is loosing its competitive luster and stands to lose business to competing venues if it is not restored and upgraded.***

Restoration Strategy

An assessment of the structure and its equipment related to operation and event support was undertaken in 2005 by the Department of Recreation, Parks and Tourism. A 20-year outlook for the building was prepared by the staff and includes product knowledge from equipment and service providers commonly used in the industry. It is updated annually.

Needed upgrades run the gamut from replacement of seating, floors, roofs, event support equipment, lighting, heating & air conditioning, to room renovations. Approximately 60 projects were identified at a cost of approximately 11.5 million dollars.

This bond issue will fund the first phase of work where \$2,000,000 will be spent to address the following:

State Bond Funded Projects: Phase I:

Item:	Estimate	Commence Date
Danang AC Replacement	\$ 25,000	March 2008
Parking Lot Lighting Restoration	\$ 45,000	March 2008
Normandy Roof Restoration Phase I	\$ 120,000	June 2008
Midway AC Replacement	\$ 180,000	April 2009
Replace security gates and roll up doors	\$ 50,000	April 2009
Construct Storage Building	\$ 195,000	April 2009
Center Stage Rigging System	\$ 155,000	July 2009
Arena Flooring-Arena & Utilities Replacement	\$ 881,000	July 2009
Restore Metal Vertical Walls	\$ 307,000	July 2009
Normandy Lobby Restoration	\$ 42,000	July 2009
Total	\$ 2,000,000	

State of Maryland
CAPITAL GRANTS PROJECTS

AFFIDAVIT

FUNDS WILL NOT BE USED FOR LOBBYING

Wicomico County 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: _____

COUNTY EXECUTIVE

AND

Date: _____

By: _____

Treasurer

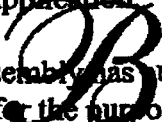
Note: If the organization does not have a Treasurer, this Affidavit must be signed by the individual who has charge of and who disburses the organization's money.

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

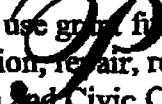
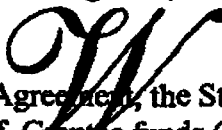
STATE OF MARYLAND
CAPITAL PROJECTS GRANT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, by and between the **State of Maryland** ("State"), acting through the **Board of Public Works** ("BPW") and **County Executive and County Council of Wicomico County** ("Grantee"); 125 North Division Street, Salisbury, Maryland 21803-0870, whose federal taxpayer identification number is 52-6001054.

Recitals

- A. Grantee has requested grant assistance from the State and completed the Capital Projects Grant Application.
- B. The General Assembly  has authorized this grant 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: For the construction, repair, renovation, and reconstruction of the Wicomico Youth and Civic Center, located in Salisbury (Wicomico County) ("Project"). (See DGS Item G015, Chapter 488 of the 2007 Laws of Maryland ("Enabling Act"), a copy of which is attached as Exhibit 1.) 
2. Grant: After the BPW approves this Agreement, the State shall periodically provide to, or on behalf of, Grantee funds (the "Grant") not to exceed the lesser of: One Million Dollars (\$1,000,000) or the amount of Grantee's matching fund, if such matching fund is required by the Enabling Act. 
3. Matching Fund: Grantee must provide and expend a matching fund according to the requirements - if any - of the Enabling Act.
4. 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.

5. Limitations on Use: Any request to the BPW for disbursement of Grant funds or any expenditure of Grant funds by the Grantee that is not consistent with, or is not specifically and directly related to, the purposes described in Section 1 or with the terms of this Agreement may, in sole discretion of the BPW or its designee, be disapproved.
6. Payment Procedure: The State shall make payment to or on behalf of Grantee in accordance with the procedures in Booklet - Information for Capital-Grant Recipients (a copy of which is attached as Exhibit 2), and such other terms and conditions as the BPW, in its sole discretion, may impose.
7. Term of Grant Agreement: This Agreement shall remain in full force and effect so long as any State general obligation bonds issued, sold and delivered for the purpose of providing funds for this Grant, remain outstanding, or for such longer period as the parties may mutually agree.
8. Reports: Grantee shall submit reports in a form acceptable to the State:
 - (a) In accordance with § 1-402 of the State Finance and Procurement Article (of the Annotated Code of Maryland), on or before September 1 after the close of any fiscal year in which Grantee received funds under this Agreement, a report, verified by an officer of Grantee, of all expenditures of Grant funds made pursuant to this Agreement. This report must include documentation that Grantee has expended the Grant funds only for the purposes stated in Section 1. The report must contain an itemized statement that fully and accurately accounts for how the Grant was spent.
 - (b) Such other reports or information as the State may from time to time require, including, when required by the BPW, an annual audit report certified by an independent certified public accountant.
 - (c) All reports must be delivered to Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401.

9. **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 the termination of this Agreement.
10. **Default:** A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.
11. **Remedies Upon Default:**
- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion may determine, may require Grantee to:
- (i) 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; or
 - (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.
12. **Disposition of Property:** The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired with Grant funds 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 the Grantee. The Grantee shall give the BPW written notice at least sixty (60) calendar 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 determined by the BPW in its sole discretion.

13. **Insurance:** For any item of real or personal property acquired with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the 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 from time to time. Each such policy shall:

- (a) name the State as an additional loss payee thereunder;
- (b) by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;
- (c) by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee and the BPW; and
- (d) be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the BPW or its designee with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the BPW in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the BPW or its designee, the Grantee may self-insure the property.

14. **Indemnification:** The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claim 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 the 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 the Grantee's activities in connection therewith.

15. Registration: The Grantee is a (charitable _____) (religious _____) organization registered with the Maryland Secretary of State in accordance with the Business Regulation Article and/or the Corporations and Association Article (as appropriate) of the Annotated Code of Maryland; and it is in good standing and has filed all of its required reports with the Maryland Secretary of State. (If not applicable, check here _____). *SP*

16. Equal Employment Opportunity: The Grantee agrees:

- (a) Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonable to preclude the performance of such employment; *SP*
- (b) To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and *W*
- (c) To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

17. 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 during the term of this Agreement. 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; and
- (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 and alcohol free workplace.

18. Compliance with Applicable Law: The Grantee hereby represents and warrants that:

- (a) It 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) It 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 term of this Grant;
- (c) It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and
- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

19. **Non-Debarment:** Neither the Grantee nor or 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 Maryland law; or of the law of any other state or federal law;
 - (b) Been convicted under state or federal statute of any offense enumerated in § 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland; or
 - (c) Been found civilly liable under a State or federal antitrust statute as provided in § 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
20. **Non-Collusion:** Neither the Grantee nor or 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, conspired, 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.
21. **Financial Disclosure:** The Grantee is aware of, and the Grantee will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland 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 Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

22. Political Contributions: The Grantee is aware of, and the Grantee will comply with, Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, 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.
23. No Contingent Fees: The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant, and that the 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.
24. No Lobbying Fees: In accordance with § 7-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, the 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.
25. Non-hiring of State Employees: No employee of the State of Maryland or any unit thereof, 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 the Grantee.
26. Amendment: The Agreement may be amended only in a writing executed by the parties.
27. Assignment: Grantee may not assign this Agreement without the prior written approval of the BPW. When so approved, this Agreement shall bind the Grantee's successors and assigns.