

CITY COUNCIL

READ FILE COVER SHEET

Subject: **Proposed Budget Amendment 2021-15:**
Stormwater Remediation – Girard Street

Date: **4/26/2021**

Notice: Any comments made after 5:00 p.m. on the Thursday before the Council Meeting will not be seen in the agenda packet.

- Purpose:
- FYI
 - Read and Comment as Needed**
 - Action Required by May 3, 2021**
 - In Confidential File Drawer

Approve:

Casi Boyer Yes No No Comment

Comment: _____

David Glenn Yes No No Comment

Comment: _____

Dave Martin Yes No No Comment

Comment: _____

Jim Ringsaker Yes No No Comment

Comment: _____

Jason Robertson Yes No No Comment

Comment: _____

Carolyn Zinner Yes No No Comment

Comment: _____

Note: N/A



INTER-CITY MEMORANDUM

To: City Council President David W. Glenn
From: Mayor William T. Martin
Date: April 21, 2021
RE: Proposed Budget Amendment 2021-15

The City has recently applied for and received a 41,000 award from the Harford County Housing and Community Development's Community Development Block Grant (CDBG) program. The award is to construct drainage improvements to the rear of properties on Girard Street. The improvements consist of three (3) Y-4 inlets, 195 linear feet of 12" PVC pipe, 150 linear feet of 8" PVC pipe, and a 155 foot stone trench, see the attached agreement.

I am therefore requesting that the City Council approve an additional \$41,000 to expenditure account 01-1251-7073 [MS4 Stormwater Remediation Projects]. The funding will be accomplished through an increase to revenue account 01-0001-48-97 [CDBG Grant] as no tax revenues are anticipated to be needed for matching under the award.

Please contact George DeHority if you have any questions or require additional information regarding this budget amendment request.

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement dated this 7th day of April, 2021, is by and between HARMFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the RECIPIENT) and the City of Havre de Grace, a municipality of the State of Maryland (the SUBRECIPIENT).

WHEREAS, the RECIPIENT has entered into a Community Development Block Grant (CDBG) Program Agreement with the U. S. Department of Housing and Urban Development (HUD), pursuant to Title I of the Housing and Community Development Act of 1994, as amended. Harford County, Maryland qualifies under this law as an urban county and is eligible to receive CDBG funds.

WHEREAS, the RECIPIENT entered into a Cooperation Agreement with the SUBRECIPIENT dated September 15, 2020, by which the population of the SUBRECIPIENT was counted together with that of the RECIPIENT and of other local governments within the urban county which agreed to participate in the program. Title 24 CFR Part 570 of the Community Development Block Grant Entitlement Program regulations set forth regulations governing the availability and use of funds under the CDBG program and provide that the COUNTY may include the populations of local governments within the urban county with which it has entered into a Cooperation Agreement for qualification and grant calculation purposes.

WHEREAS, pursuant to 24 CFR 570.501(b), the SUBRECIPIENT is subject to the same requirements applicable to other Subrecipients, including the requirement of a written agreement described in 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to dispersing any

CDBG program funds for any such activity or project, for executing a written Subrecipient Agreement with the unit of government containing the minimum requirements found at 24 CFR 570.503. The Subrecipient Agreement must remain in effect during any period that the unit of local government has control over any CDBG funds, including program income. The SUBRECIPIENT is legally obligated to undertake all necessary actions, as determined by the RECIPIENT, and as authorized by state and local laws, to carry out a community development project(s) and an approved Consolidated Plan and/or to meet other requirements of the CDBG program and other applicable laws as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the RECIPIENT and SUBRECIPIENT agree as follows:

1. Incorporation of CDBG Funding Agreement.

The SUBRECIPIENT reviewed all applicable provisions of the Funding Agreement, its terms and conditions and exhibits thereto, a copy of which is attached as Attachment 1 are incorporated into and made a part of this Agreement. SUBRECIPIENT agrees to abide by all terms and conditions set forth in the Funding Agreement and to fully comply with and fulfill all terms and conditions of the Agreement.

2. Statement of Work/Scope of Service.

Attached to this Agreement as Attachment 2 (Program Summaries and Objectives) is a description of work to be performed per the CDBG National Objective and Eligible Activity. The SUBRECIPIENT agrees to achieve the objectives listed in Attachment 2 during the contract period. As set forth in Attachment 2, the RECIPIENT has appropriated Forty One Thousand Dollars (\$41,000) as CDBG allocation of the SUBRECIPIENT to achieve said objectives. Funds will be expended in accordance with Attachment 2 and are subject to the monitoring and reporting

requirements set forth therein. These items must be in sufficient detail to provide a sound basis for the RECIPIENT and SUBRECIPIENT to effectively monitor performance under the Agreement.

3. National Objective/Eligible Activity.

The SUBRECIPIENT certifies that the activities conducted with funds provided under this Agreement will meet one or more of the CDBG program national objectives:

- (a) benefit low- and moderate-income persons;
- (b) aid in the prevention or elimination of slums or blight; and, or
- (c) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

The SUBRECIPIENT certifies that it has selected national objective 24 CFR Part 570.208(a), (1) Low/Mod Area Benefit Activities with funds provided under this Agreement. The SUBRECIPIENT certifies it will comply with all record keeping and reporting requirements set forth in the Agreement and program regulations. The SUBRECIPIENT certifies it will notify the RECIPIENT of any change in national objective or eligible activity within a 90-day period prior to implementing any change.

4. Records and Reports.

The SUBRECIPIENT must comply with all record keeping and reporting requirements set forth in this Agreement. The SUBRECIPIENT must retain all records relating to this project for a 5-year period following the expiration of this Agreement. In addition, all records must be made available to the RECIPIENT and the Federal government upon request. The RECIPIENT will utilize **Attachment 6** to monitor activities and verify SUBRECIPIENT compliance with any record keeping and reporting requirements specific to the funded activity(ies), including but not limited to the eligible activity(ies) and national objective(s) and required reporting requirements governing income,

race, ethnicity, gender, head-of-household and disability status of individual(s)/household(s) receiving assistance from the activity(ies).

5. Time of Performance.

The SUBRECIPIENT certifies that the funded activities implemented under this Agreement will be completed within 2 year(s) or no later than June 30, 2022, whichever comes earlier.

6. Uniform Administrative Requirements.

Unless otherwise stated herein, the SUBRECIPIENT is required to comply with the requirements stated in 2 CFR Part-200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (hereinafter "Uniform Administrative Requirements"):

7. Payment.

It is expressly agreed and understood that the total amount to be paid by the RECIPIENT under this Agreement shall not exceed a total of \$41,000 for FY2019 CDBG allocation of the SUBRECIPIENT for the period of July 1, 2020 through June 30, 2022. Reimbursements for the payment of eligible expenses shall be made against the description of work per the CDBG National Objective and Eligible Activity (Attachment 2). Expenses for general administration shall also be paid against the line item budget and in accordance with performance. Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified under the Uniform Administrative Requirements.

8. Program Income.

SUBRECIPIENT shall comply with the program income requirement set forth in 24 CFR Part 570.504(c). Program income is any income generated as a result of activities funded with SUBRECIPIENT grant assistance. Program income received by the SUBRECIPIENT shall be used

to implement specific project activities described in Attachment 2. Should program income be retained by the SUBRECIPIENT, it shall be used in an approved project activity. Program income must first be expended by the SUBRECIPIENT on an approved project activity prior to a request for additional grant assistance. Any program income acquired prior to or following expiration of this Agreement shall be returned to the RECIPIENT in conformance with Part 570.503(b)(7) of the CDBG entitlement regulations. At the end of the program year, the RECIPIENT may require remittance of any program income balances (including investments thereof) held by the SUBRECIPIENT (except that portion needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum draw-down or cash or investments held for Section 108 Loan Guarantee).

9. Public Access to Program Records.

Notwithstanding any restrictions on public access as provided for in the Uniform Administrative Requirements, SUBRECIPIENT shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality in accordance with 24 CFR 570.508: "Public Access To Program Records."

10. Grant Close-Out Procedures.

The SUBRECIPIENT shall follow the procedures outlined at 24 CFR Part 570.509: "Grant Closeout Procedures," and will cooperate with the RECIPIENT with respect to all procedures in respect to the RECIPIENT'S responsibilities regarding the CDBG Agreement.

11. Use of Real Property.

SUBRECIPIENT shall follow the standards set forth in 24 CFR Part 570.505: "Use of Real Property," within the SUBRECIPIENT'S control which was acquired or improved in whole or in-part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until 5-years after close-out of the grant from which assistance to the property was provided. The SUBRECIPIENT may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the SUBRECIPIENT provided affected citizens with reasonable notice of, and an opportunity to comment on, any proposed change, and either:

(a) the new use of such property qualifies as meeting one of the national objectives at Part 570.208: "Criteria for National Objective," and is not a building for the general conduct of government; or

(b) the SUBRECIPIENT determines after consultation with affected citizens that it is appropriate to change the use of the property to a use which does not qualify as meeting one of the national objectives, SUBRECIPIENT may retain or dispose of the property for the changed use if the SUBRECIPIENT'S CDBG program is reimbursed in the amount of the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

12. **Other Program Requirements.**

The SUBRECIPIENT shall carry out each activity in compliance with all federal laws and regulations described in Subpart K: "Other Program Requirements," of the CDBG program entitlement regulations, except:

(a) the SUBRECIPIENT does not assume the RECIPIENT'S environmental responsibilities described at Section 570.604: "Environmental Standards"; however, the

SUBRECIPIENT will conduct all environmental reviews necessitated by federally funded services or activities implemented by the SUBRECIPIENT pursuant to this Agreement and such reviews will be subject to the monitoring approval of the RECIPIENT; and

(b) the SUBRECIPIENT does not assume the RECIPIENT'S responsibility for initiating the review process under the provisions of 24 CFR Part 52: "Intergovernmental Review of Department of Housing And Urban Development Programs And Activities," and Executive Order 12372, "Intergovernmental Review of Federal Programs," as amended.

The text of Subpart K is set forth in **Attachment 3** and incorporated by reference into this Agreement.

13. Suspension and Termination.

In accordance with the Uniform Administrative Requirements, suspension or termination may occur if the SUBRECIPIENT materially fails to comply with any term of the grant award. The award may also be terminated for convenience. The subject Parts are set forth in **Attachment 4** of this Agreement.

Grant assistance may be terminated for convenience in whole or in part before the completion of the assisted activities, in accordance with the provisions of the Uniform Administrative Requirements. The SUBRECIPIENT shall not incur new obligations for any terminated services after the effective date, and shall cancel as many outstanding obligations as possible.

A CDBG assisted project that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and any CDBG funds invested in the project must be repaid to the RECIPIENT'S CDBG account.

14. Enforcement.

In accordance with the Uniform Administrative Requirements, enforcement remedies may apply.

15. Compliance with Laws/Regulations.

The SUBRECIPIENT shall comply with all applicable federal, state and local laws and shall cooperate with the RECIPIENT to ensure compliance.

16. Reversion of Assets.

Upon the expiration of this Agreement, the SUBRECIPIENT will transfer to the RECIPIENT any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds (including funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000 (570.505) shall be either:

(a) used to meet one of the national objectives set forth in Part 570.208 until 5-years after the date the SUBRECIPIENT is no longer considered by HUD to be a part of the urban county provisions at 570.307; or

(b) not used in accordance with the above subparagraph (a), in which event the SUBRECIPIENT shall pay to the RECIPIENT an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property. This payment is program income to the RECIPIENT. No payment is required 5-years after the date the SUBRECIPIENT is no longer considered urban county under provisions set forth established at 570.307.

17. Disbursement of Subrecipient Grant Funds.

(a) Disbursement of Federal funds to the SUBRECIPIENT shall be in accordance with the work description performed per the CDBG National Objective and Eligible Activity demonstrated in **Attachment 2** and incorporated herein by reference and shall be made only for costs which have been determined by the RECIPIENT to have been properly incurred by the SUBRECIPIENT.

(b) Request for disbursements shall be made in writing to the RECIPIENT.

(c) Term of Agreement, unless terminated earlier, pursuant to the Suspension and Termination Section of the Agreement or upon mutual agreement of the parties with the consent of HUD, this Agreement shall remain in full force and effect until the SUBRECIPIENT'S project has been completed to the satisfaction of the RECIPIENT or HUD, and all reports required by this Agreement or by HUD have been submitted and approved, and all outstanding issues between the RECIPIENT and SUBRECIPIENT have been resolved in a manner satisfactory to the RECIPIENT; or until June 30, 2023, whichever occurs sooner.

18. Anti-Discrimination/Affirmative Action and EEO.

The SUBRECIPIENT shall comply with 24 CFR Part 570.601; fair housing, Part 570.602; anti-discrimination, and Part 570.607; employment and contracting opportunities.

19. Financial Management.

The SUBRECIPIENT shall comply with policies, guidelines and other policy requirements regarding financial management as outlined in the Uniform Administrative Requirements pertaining to the acceptance and use of federal funds.

20. Religious and Political Activities.

Executive Order 13279 issued on December 12, 2002, entitled, "Equal Protection of the Laws for Faith-Based and Community Organizations"; set forth HUD's policy requiring federal departments to treat all organizations fairly and without regard to religion in federal programs. Neither the federal government nor a state or local government receiving funds under a HUD program or activity shall discriminate against an organization on the basis of the organization's religious character or affiliation. The equal participation policies and requirements are contained in the Executive Order (refer to Notice CPD 04-10; September 29, 2004, "Guidelines for Ensuring Equal Treatment of Faith-based Organizations participating in the HOME, CDBG, HOPE 3, HOPWA, Emergency Shelter Grants, Shelter Plus Care, Supportive Housing, and Youthbuild Programs").

21. Conflict of Interest.

In the procurement of supplies, equipment, construction and services by the SUBRECIPIENT, the conflict of interest provisions as outlined by the Uniform Administrative Requirements shall apply. In all other cases not governed by the Uniform Administrative Requirements, the provisions of 24 CFR Part 570.611 shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the SUBRECIPIENT to individuals, businesses and other private entities under eligible activities that authorize such assistance. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the SUBRECIPIENT who exercise any functions or responsibilities with respect to CDBG program activities assistance or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG program assisted activity or have a financial interest in any contract, subcontract or agreement with respect to a CDBG program assisted activity, or with respect to the proceeds of the

CDBG assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for 1-year thereafter.

22. Employment Restrictions.

(a) Prohibited Activity.

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the CDBG program for: political activities; sectarian or religious activities; lobbying; political patronage; and nepotism activities.

(b) Labor Standards.

The SUBRECIPIENT agrees to comply with requirements of the Davis-Bacon Act as amended, and other applicable federal, state and local laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain appropriate documentation to determine compliance with said regulatory and statutory provisions of said Acts. Such documentation shall be made available to the RECIPIENT for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the RECIPIENT pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, at 29 CFR Parts 1; Purpose and Scope, 3; Obtaining and Compiling Wage Rate Information, 5; Procedure for Requesting Wage Determinations, and 7; Scope of Consideration, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligations, if any, to require

payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the CDBG program requirements for construction contracts for Harford County, Maryland, included as **Attachment 5** of this paragraph.

i. **Compliance.**

Compliance with provisions at 24 CFR Part 135.72, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S contractors and subcontractors. Failure to fulfill these requirements shall subject the SUBRECIPIENT and any of the SUBRECIPIENT'S subcontractors, their successors and assigns to sanctions. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with all regulatory and statutory requirements governing Section 3 of the Housing and Urban Development Act of 1968, and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this contract is a project assisted under a program providing direct Federal assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low- income persons residing in the metropolitan area in which the project is located.

The SUBRECIPIENT further agrees to insure that opportunities for training and employment arising in connection with a housing rehabilitation activity (including reduction and abatement of lead based paint hazards), housing construction or other public construction project(s) are provided

to low- and very low-income persons including, business concerns that provide economic opportunities for low- and very low- income persons residing in Harford County, Maryland. The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

ii. Notifications.

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of its commitment under the Section 3 Clause and shall post copies of said notice in conspicuous places available to employees and applicants for employment and/or training.

iii. Subcontracts.

The SUBRECIPIENT shall include the Section 3 Clause in its subcontract agreement(s) and will implement appropriate action(s) pursuant to the agreement upon a finding that the subcontractor is in violation of rules and regulations set forth in said Section 3 Clause agreement. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

23. General Compliance.

The SUBRECIPIENT agrees to comply with requirements of 24 of the Code of Federal Regulations, Part 570 [the Community Development Block Grant (CDBG) Entitlement Program Regulations]. The SUBRECIPIENT also agrees to comply with all applicable federal regulations, state and local laws and policies governing funds provided under this Agreement. The

SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

24. Independent Contractor.

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing a relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to service(s) conducted under this Agreement. The RECIPIENT shall be exempt from payment of all unemployment compensation, Federal Insurance Contributions Act (FICA) deduction(s), retirement compensation and/or contribution(s), life and/or medical insurance and workers' compensation insurance as the SUBRECIPIENT is an independent contractor. Moreover, the SUBRECIPIENT shall hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that may arise from the SUBRECIPIENT'S performance or lack of performance under this Agreement.

25. Amendments.

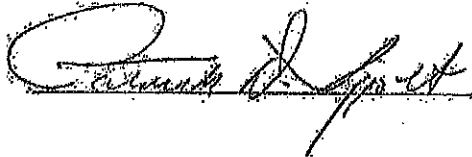
The SUBRECIPIENT and RECIPIENT may amend this Agreement at any time provided that any revision(s) must make specific reference to said Agreement, and is executed in writing, signed by authorized representative(s) of the SUBRECIPIENT and RECIPIENT. The RECIPIENT may, at its discretion, amend said Agreement to conform to federal regulatory and statutory requirements, state and/or local governmental guidelines, policies, and available funding amounts and/or funding sources. The funding level set forth in this Agreement is contingent upon the availability of funding from HUD pursuant to the CDBG Grant Agreement. Should any amendment(s) result in a revision in funding, the scope of services, or schedule of activities to be implemented as part of this

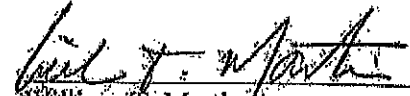
Agreement, may be modified by the RECIPIENT. Any such modification will be incorporated by written amendment signed by both the RECIPIENT and SUBRECIPIENT.

IN WITNESS WHEREOF, the parties hereto have signed their names.

WITNESS:

Mayor and City Council of Havre de Grace

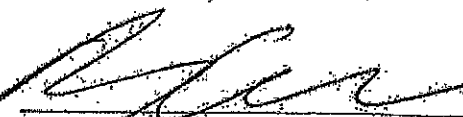


BY: 
William T. Martin
Mayor

Date: March 19, 2021

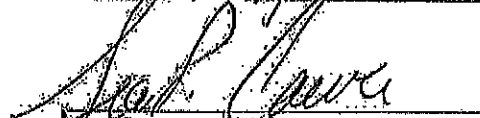


HARFORD COUNTY, MARYLAND


BY: 
Barry Glassman
County Executive

Date: 4/7/2021

Approved as to form and legal sufficiency
this 16 day of April, 20 21


Sean P. Carver
Sr. Asst. County Attorney

Approved as to financial sufficiency this
2 day of April, 20


Robert F. Sandlass, Jr.
Treasurer

Approved by the Office of Community and
Economic Development this 7th day of
March, 2021


Leonard R. Parrish, Director

ATTACHMENT 1

CDBG GRANT AGREEMENT, BY AND BETWEEN HUD AND HARFORD COUNTY

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 H1.00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Nominal Grantee (as shown in Item 8 of Standard Form 424) Harford County	3a. Grantee's 9-digit Tax ID Number 516000959	3b. Grantee's 9-digit DUNS Number 069402428
2. Grantee's Complete Address (as shown in Item 9 of Standard Form 424) 15 S Main St Bel Air, MD 21014	4. Date use of funds may begin (mm/dd/yyyy)	
	5a. Project/Grant No: 1 B-19-UC-24-0013	6a. Amount Approved \$1,058,617.00
	5b. Project/Grant No: 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submission for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and hereby so amended from time to time), and this Funding Approval, including any special conditions constituted part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in Item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. The agreement costs may not be paid with funding assistance unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to this Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(d) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-

U.S. Department of Housing and Urban Development (By Name) Charles Halm	Grantee Name (Official Name) Harford County
Title CPD Director	Title Barry Glassman, County Executive
Signature <i>Charles Halm</i>	Signature <i>Barry Glassman</i>
Date (mm/dd/yyyy) JUL 03 2019	Date (mm/dd/yyyy) 7/25/19

7. Category of Title I Assistance for this Funding Action: Entitlement, See 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (08/21/2019)	10. Check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (05/24/2019)	
		9c. Date of Start of Program Year (07/01/2019)	
11. Amount of Community Development Block Grant			
a. Funds Received for this Grant			
	FY(2019)	FY(2016)	FY(2017)
	\$1,058,365.00	\$ 262.00	\$.00
b. Funds now Being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now Being Approved N/A	12b. Name and complete Address of Public Agency Harford County 15 S Main St Bel Air, MD 21014
Loan Guarantee Acceptance Provision for Designated Agencies The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Funding Approval/Agreement
 Title of the Housing and Community
 Development Act (Public Law 93-383)
 HUD-0815R of 2015R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Continuity Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in Item 5 of Standard Form 424) Harford County, Maryland	5a. Grantee's Official Tax ID Number 526000959	3b. Grantee's HUD OIGS Number 06902426
2. Grantee's Complete Address (as shown in Item 6 of Standard Form 424) 220 S. Main Street Bel Air, MD 21014	4. Date Use of Funds may begin: 07/01/2018	5a. Project/Grant No. 1 B-1R-UC-24-0013
	5b. Project/Grant No. 2	6a. Amount Approved \$1,057,977.00
		6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended (24 USC 3301 et seq.). The Grantee's authorization for this assistance is the HUD regulations at 24 CFR Part 570 (as now in effect and as they may be amended from time to time) and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in Item 4 above. HUD will not be liable for costs which are incurred and carried over in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by written and filed in the special conditions of the Funding Approval. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions as specified and required in regulations issued by the Secretary of the Department of Housing and Urban Development (24 CFR Part 58). The Grantee further acknowledges its responsibility for adherence to the Agreement by the U.S. Department of Housing and Urban Development (by Name):

Signature <i>Charles Hahn</i>	Date (mm/dd/yyyy) AUG 07 2018	Grantee Name Harford County, Maryland	Signature <i>Barry Glassman</i>	Date (mm/dd/yyyy) 8/20/2018
Title CPD Director		Title County Executive		

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 07/09/2018	10. Check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 07/09/2018	
		9c. Date of Start of Program Year 07/01/2018	
11. Amount of Continuity Development Block Grant			
a. Funds Reserved for this Grantee			
	FY(2018): \$1,057,977.00	FY(2017): \$ 82.00	FY(-):
b. Funds now being approved			
c. Reservation to be cancelled (if a minus (-))			

11a. Amount of Loan Guarantee Commitment now being approved N/A	12a. Name and complete address of Public Agency Harford County, Maryland 220 S. Main Street Bel Air, MD 21014
11b. Grant Guarantee Acceptance Provisions (or Designated Provisions): The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date, with respect to the above grant number(s) as Grantee (as stated to receive loan guarantee assistance) and agrees to comply with the terms and conditions of the Agreement, applicable regulations and other requirements of HUD (now or hereinafter in effect) pertaining to the assistance provided it.	12b. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Req	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	176										
							Project Number		Amount		
							Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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REQUEST FOR PROPOSAL (RFP)
For Construction Services
For City of Havre de Grace Girard Street Drainage System

Issued by: Department of Public Works, City of Havre de Grace

Proposal Deadline: at 2 pm Electronically to sandya@havredegracemd.com and stephanien@havredegracemd.com or dropped off in duplicate at City Hall front desk, 711 Pennington Avenue, Havre de Grace, MD 21078.

Mandatory Pre-Proposal Meeting: at 2 pm via Google Meet. You must email your intent to attend to stephanien@havredegracemd.com in order to receive the call in credentials.

Contact: Sandra Ayres, Procurement Officer at 410-939-1800 ext. 1124 for more information on the Proposal Requirements and Scope of Work.

The City Reserves the Right to reject any proposals that are not furnished promptly with all the required information.

The City Reserves the Right to verify the qualifications of all contractors. Such qualifications may serve as the basis for acceptance or rejection.

The City Reserves the Right, in its discretion to reject any and all proposals or to accept any proposals found to be in the best interest of the City of Havre de Grace.

The City of Havre de Grace Procurement Policy is available for review at City Hall between the hours of 9 am until 5 pm, Monday through Friday.

Scope of Work:

Construction of the Girard Street Drainage Project consisting of the following:

- 3 (ea.) Y-4 Inlets Harford County D-41
- 195 LF 12' SCH 40 PVC Pipe
- 150 LF 8" SH40 Perforated Pvc Pipe
- Stone Trench 155' Length X 3' Width X 2-0" to 4.5' Height
Volume of stone 63 CUYDS stone
Stone Size 1.5 to 2.5 in. Dia Clean Stone
- Filter Cloth: 164 Syd filter cloth

Site grading plan, profiles and details will be provided.

BUDGET AMENDMENT

April 21, 2021

Amendment # 2021-15

SOURCE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-0001-48-97	CDBG Grant	\$41,000.00
	Total Sources	\$41,000.00

USE OF FUNDS

Account Number	Account Title	Amount
	General Fund 1	
01-1251-7073	Stormwater Remediation (Girard Street)	\$41,000.00
	Total Uses	\$41,000.00

REASON FOR ADJUSTMENT

To fund Girard Street Drainage Project with CDBG award.

AUTHORITY

City Council on 5/3/21.

APPROVAL

MAYOR	_____	Date: _____
ADMINISTRATION	_____	Date: _____
FINANCE	_____	Date: _____