

**TOWN CLERK/FRONT OFFICE REPORT  
OCTOBER 2014**



**TOWN CLERK/FRONT OFFICE REPORT  
OCTOBER 2014**

**Meetings and Events:**

Ms. Griffin assisted Ms. Duncan with logistics for Bladensburg Day.

Ms. McAuley attended the Management Team meeting that focused on planning issues for the Town's future.

Ms. Griffin assisted Mrs. Hoffman with Veterans' Day invitations.

Ms. Griffin purchased refreshments for the Community Forum.

Ms. Griffin, Ms. Duncan and Ms. McAuley had the first planning meeting for the 2014 Yule Log scheduled for December 12<sup>th</sup>, 5-8 p.m.

**Community Development Block Grants**

The Town's PY 38 funding for 58<sup>th</sup> Avenue has been transferred to PY40 and Ms. McAuley was sent the draft agreement. The amended timeline was found acceptable. The agreement is attached for review prior to approval at the November Council meeting.

Ms. McAuley met with Wei Wu, Town Engineer, about the project, and bid documents will be reviewed for any amendments necessary. There may be a change in the Davis Bacon wage rates.

Ms. McAuley and Mr. Wu will attend a mandatory November 14 meeting for PY40 recipients and will inquire at that time about other Bladensburg projects that PGDHCD are holding (PY39 and PY39R)

**Public Information Act Requests**

Attached is a list of PIA requests for the month of October. Also attached is a letter from the Editor of the Carroll County Times that was especially lengthy. As a result of Ms. McAuley's response to the request, Mr. Lee is interested in

speaking to her about the inordinate amount of requests the Town has received in recent months and its impact on staff resources.

### **Bostwick**

The Maryland Historical Trust Easement Committee has approved the installation of five informational signs provided by the National Park Service.

Ms. McAuley and University of Maryland Preservation Program staff (including a Bostwick Board Member) met with persons with the National Park Service Training Center to talk about how this agency can support restoration of Bostwick. The Center teaches people trade skills with an extensive internship program that would be available to the youth and other interested persons in our community. They would learn skills that would be geared toward historic structures but would be relevant to any building trade, including project management.

This would be accomplished through a general MOU that would create the partnership with the Town. The University may have a separate MOU that would support the program through grad student instructor support.

Each particular project (ie window repairs) would have a separate "Task" agreement.

### **NEWSLETTER**

Ms. McAuley and Ms. Griffin helped edit the Newsletter and prepared it for mailing.

**PY 38 COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) AGREEMENT**

**THIS CDBG AGREEMENT** ("Agreement") entered into by and between **PRINCE GEORGE'S COUNTY, MARYLAND**, a body corporate and politic, (hereinafter referred to as the "County") and the Operating Agency (hereinafter referred to as the "O/A") having a principal business address of 4229 Edmonston Road, Bladensburg, Maryland 20710.

**O/A: TOWN OF BLADENSBURG**

**Community Development Project: 58<sup>th</sup> Avenue Street Improvement**

**Type of Activity: Public Facilities and Infrastructure**

**Budget: \$88,000.00 PY: 40**

**Term of Performance: Start Date effective as of July 1, 2014  
End Date December 31, 2015**

**HUD's Performance Measurement:**

**Objective: Suitable Living Environment Outcome: Availability/Accessibility**

**National Objective: Low/Mod Area Benefit**

**WHEREAS**, the County has entered into an Agreement with the United States Department of Housing and Urban Development ("HUD") to carry out a Community Development Program with Community Development Block Grant funds in conformity with the provisions of Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended (42 USC 5301 et. seq.); and

**WHEREAS**, the O/A applied to the County for Community Development Block Grant funds ("Grant funds") for the purpose described in their application (the "Community Development Project"); and

**WHEREAS**, after evaluating the application, the County determined that the proposed use of funds by the O/A satisfied the eligibility criteria set forth in 24 CFR 570.200-570.210 et. seq., as amended; and

**WHEREAS**, in order to induce the County to provide Grant funds, the O/A has agreed to enter into the Operating Agreement ("CDBG Documents"); and

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

**1. Incorporation of Recitals**

The forgoing recitals are hereby incorporated by reference. Further, the parties agree to incorporate the Community Development Block Grant application of the O/A submitted to the Department of Housing and Community Development ("DHCD") by reference into this Agreement.

**2. Entire Agreement**

This signed and executed Agreement and its attachments constitute the entire and exclusive Agreement between the County and the O/A unless otherwise provided herein.

**3. Purpose**

The purpose of this Agreement is to state the terms under which the County may disburse Grant funds to the O/A for proper implementation of the Community Development Project described with particularity in the Scope of Services attached hereto as Attachment "A", and incorporated by reference, and pursuant to the limitations described in the Budget attached hereto as Attachment "B", and incorporated by reference, and subject to the General Conditions described in Attachment "C" attached hereto, and incorporated by reference.

**4. Term of Performance**

The term of this Agreement shall be effective as of July 1, 2014 through December 31, 2015 subject to continued available funding received from the U.S. Department of Housing and Urban Development ('HUD'). The O/A's responsibilities and duties as described herein shall further continue and remain in effect as long as the O/A has control over any CDBG funds and/or accounts receivables, which may include program income, and shall continue for a period of not less than five years for real property acquired or improved in whole or in part with CDBG funds, including disbursed loans, in excess of \$25,000 dollars.

**5. Compensation and Use of Funds**

Total compensation under this Agreement shall not exceed Eighty-Eight Thousand Dollars (\$88,000.00) subject to continued available funding received from HUD.

The O/A hereby certifies that their projected use of funds has been developed so as to give maximum feasible priority to activities, which will carry out the national objective of benefiting low- and moderate-income persons.

Further, the O/A agrees to limit the use of the Grant funds to activities described in the Grant application and to permit the County to monitor performance under the CDBG Documents for compliance with all Federal laws and regulations described in 24 CFR 570.600-614 et. seq., excluding the County's environmental responsibilities and any review process, which may be initiated pursuant to 24 CFR Part 58.

## **6. Reimbursement/Budget**

The O/A hereby acknowledges that the County requires the O/A to expend its own funds prior to submitting a request for reimbursement with Grant funds. The O/A hereby agrees that the County will reimburse the O/A for documented costs (paid invoices, receipts, etc.), but in no event shall the County disburse to the O/A more than the amount shown in the Budget. Disbursements shall be made on a monthly basis and upon submission by the O/A of an itemized request for reimbursement on the approved form.

The Grant funds and any payments due pursuant to this Agreement shall be at all times contingent upon continued availability of Federal funding under Public Law 93-383, as amended. Any County funds payable under this Agreement after the time of performance shall be contingent upon adequate appropriations.

## **7. Program Progress**

Section 1. O/A Performance: The O/A agrees to implement the Community Development Project in a satisfactory manner fully consistent with this Agreement, and attachments hereto. The exclusive determination of satisfactory performance under this Agreement shall be made by the County.

Section 2. Performance: The O/A agrees to complete this project within twelve months in accordance with the Scope of Services (Attachment A) and the Term of Performance (Provision 4) as stated herein. The O/A agrees to make every effort to adhere to the Implementation Schedule and Drawdown Schedule contained in the Scope of Services.

Section 3. Program Accountability: The O/A will be held accountable by the terms of this Agreement, and will be expected to exercise its authority over the operation of the Community Development Project commensurate with its responsibilities. Any changes in the scope of the Community Development Project or any other terms of this Agreement are subject to the review and written approval of DHCD.

Section 4. Personal Responsibility: This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or sublet without the prior written consent of all parties. In addition, each party shall remain liable for performance under this Agreement unless released in writing by all parties.

## **8. Records and Reports**

A. The O/A agrees to maintain records describing each activity assisted, including its location (if the activity has a geographic locus), the amount of CDBG funds budgeted, obligated and expended for the activity including but not limited to the following:

1. Records describing program eligibility for planned improvements including income information of adjacent owners and any other information demonstrating program eligibility;
2. Records documenting with particularity the nature, scope and cost of the street improvements on 58<sup>th</sup> Avenue between 57<sup>th</sup> Avenue and Emerson Street. Improvements will be undercutting and patching the street and repairs to concrete pads adjacent to the bus stops.

B. The O/A agrees to maintain the following reports:

1. Periodic Progress Reports. The O/A agrees to prepare such periodic progress reports as may be required by the County to evaluate the O/A's performance under the CDBG Documents;
2. Any reports and or certifications that may be required by the County or HUD to evaluate the County's compliance with the Community Development Block Grant Program.

## **9. Uniform Administrative Requirements**

The O/A agrees to comply with the administrative requirements described in 24 CFR 570.502, as applicable. Copies of which have been attached to this Agreement. The O/A hereby acknowledges receipt of these regulations.

## **10. Program Income**

The O/A hereby certifies that the receipt, expenditure, disposition or retention of program income as defined in Sec. 570.500(a) shall comply with the procedures set forth in accordance with 24 CFR 504.

The O/A further acknowledges and agrees that upon termination of this Agreement or at the end of the current program year, the County may require the O/A to remit all or part of any program income balances (including investments thereof) held by the O/A (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs) as described in 24 CFR 570.503 and which may be initiated pursuant to 24 CFR 570.504.

## **11. Use of Real Property and Reversion of Assets**

The O/A acknowledges and agrees that upon termination or expiration of this Agreement, the O/A shall transfer to the County any CDBG funds on hand at the time and any accounts receivable attributable to the use of CDBG funds.

The O/A further acknowledges and agrees to provide the County with written notification of any real property under the O/A's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the

form of a loan) in excess of \$25,000 in accordance with the requirements set forth in 24 CFR 570.503(b)(7).

If the County or HUD determines that the proposed use of the identified property or funds is not in accordance with 24 CFR 570.503(b)(7) and/or otherwise changes without the County's prior written approval and/or does not meet one the CDBG national objectives addressed in 24 CFR 570.208 within five (5) years of the close out date of this Agreement or for such longer period as determined by the DHCD and/or the County, the O/A acknowledges and agrees to pay the County 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, improvement to, the property.

By their initials hereby the O/A acknowledges receipt of CFR 570.503 (Subrecipient Agreements) that more particularly describes this regulation and other regulations that govern the use of CDBG subrecipient funds under this Agreement.

## **12. Article VI: Default**

- A. The parties agree that any of the following shall constitute a default under the terms and conditions of this Agreement:
1. Submission of duplicate invoices and/or payment requests to the County, or receipt of duplicate payments; or
  2. Any noncompliance with legislative, regulatory, or other requirements applicable to the CDBG Program or this Agreement; or
  3. Any other material breach of this Agreement, or any misrepresentation in the application submissions, or the failure to provide any of the documentation or reports required by this Agreement; or
  4. The rendering of the implementation of the Community Development Project as impossible or infeasible.
- B. In the event of a default, which continues uncured for more than thirty (30) days, the County shall have the right to suspend or terminate the Community Development Project or pursue any available remedy at law or in equity including, but not limited to, repayment of the grant funds and reasonable attorney's fees.

## **13. Suspension and Termination**

- A. For Cause: In accordance with 24 CFR 85.43, the County may suspend or terminate this Agreement for cause, in whole or part, by written notice in instances where the O/A materially fails to comply with any term of this Agreement. If the County withholds payments, it shall advise the O/A and specify, in writing, the actions that must be taken. In case of suspension, the County will notify the O/A of the conditions precedent to the resumption of

payments and specify a reasonable date for compliance. In case of termination, the O/A will remit all portions of any reimbursement payments previously received as determined by the County to be due. Acceptance of any such amount by the County shall not constitute a waiver of any claim that the County may otherwise have arising out of this Agreement.

- B. For Convenience: In accordance with 24 CFR 85.44, the County may suspend or terminate this Agreement for convenience, in whole or part, by written notice as such action may be determined to be in the best interest of the County. The County will pay all reasonable costs associated with this Agreement that the O/A has incurred up to the date of the termination and all reasonable costs associated with termination of this Agreement. However, the O/A shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

#### **14. Environmental Requirements**

The O/A acknowledges and agrees that the Community Development Project activities will be subject to the environmental review requirements as specified and required in the regulations issued by the Secretary of HUD pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 (42 USC 3547) and published in 24 CFR Part 58. If applicable to this Agreement, however, the O/A shall not assume the County's responsibility for initiating the required environmental review pursuant to 24 CFR 570.604 and is not otherwise responsible for the County's environmental responsibilities as described in 24 CFR 570.604

The O/A will provide DHCD the following in order to obtain the required environmental review clearance: project location, or property address and legal description; a front-view photograph of the project site or property; work plans and/or sketches; specifications, and any additional information and/or photographs deemed by DHCD to be necessary for the environmental review.

If the project involves multi-family housing with five or more dwelling units, or non-residential property, the O/A shall allow access to the property during normal business hours for purposes of an inspection by a qualified professional to determine the current or past presence of hazardous materials, contamination, toxic chemicals or gases, and radioactive substances, where a hazard could affect the health or safety of occupants or conflict with the intended use of the property. Any property proposed for CDBG or any other HUD funding must be free of these hazards. However, radon testing is required only when radon is known or suspected to exist.

For all projects, the O/A shall not proceed with physical impacts or changes in ownership until written environmental clearance has been issued by HCD. If environmental impact mitigation is needed, the O/A shall comply with all applicable statutes and requirements.

## 15. Section 3 Requirements

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and –very low- incomes persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3, as evidenced by their execution of this Agreement. The parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The O/A agrees to send to each labor organization or representative of workers with which the O/A has a collective bargaining agreement or other understanding, any notice advising the labor organization or worker's representative of the O/A's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The Notice shall describe the Section 3 preference. The notice shall also set forth the following: minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The O/A agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The O/A will not subcontract with any subcontractor where the O/A has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The O/A will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the O/A's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to the work performed in connection with Section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **16. Other Program Requirements**

The O/A recognizes that HUD and the County periodically promulgate various regulations, which may influence this Agreement. The O/A, therefore, agrees to abide by the General Conditions set forth in the CDBG Program General Conditions For All Operating Agencies and Third Party Contractors (Attachment C) which is hereby incorporated by reference and the requirements of Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended (42 USC 5301 et. Seq.) and any amendments and regulations thereto, which shall include compliance with the Federal laws and regulations described in Subpart K (Other Program Requirements) of 24 CFR 570 and summarized in part as follows:

- A. That subjects the Community Development Project to the requirements concerning discrimination based on race, age and gender; that to the greatest extent feasible economic opportunities be given to low and very-low income persons and businesses that provide opportunities for these persons; that minority and women's businesses be used wherever possible; and that the Sub-Grantee maintain records of its efforts to comply with these requirements pursuant to the requirements of 24 CFR 570 et seq.
- B. O/A acknowledges and agrees that the O/A shall be subject to the administrative requirements of OMB Circular A-87 "Cost Principals for Governments", OMB Circular A-102 "Grants with Governments" and OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
- C. O/A acknowledges and agrees that the O/A shall be subject to the regulations at 24 CFR Part 87, related to lobbying, including the requirement that O/A obtain certifications and disclosures from all covered persons.
- D. O/A agrees to insure that any person, business or non-profit organization displaced as a result of the acquisition of any property receives assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 at 49 CFR Part 24 (the "Uniform Relocation Act"), as amended. O/A agrees to indemnify the County, its agencies, and instrumentalities and their employees, agents and representatives for any

claims arising from or under the Uniform Relocation Act in connection with O/A's acquisition of property and development activities.

- E. O/A acknowledges and agrees that any Community Development Project assisted with Grant funds shall be subject to the accessibility requirements under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, where applicable.
- F. O/A acknowledges and agrees that the O/A shall be subject to the restrictions on participation by ineligible, debarred or suspended persons or entities as described in Executive Order 12549 and at CFR 24 Part 5.105(c).
- G. O/A agrees to comply with the National Environmental Policy Act of 1969, as amended (Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, Section 4(b), September 13, 1982); Section 202 of the Flood Disaster Protection Act of 1973 (42 USC 4106); and the Lead Based Paint Poisoning Act of 1971 (42 USC 4821 et seq.), (24 CFR Part 35).

## **17. General Provisions**

- A. Entire Agreement. The CDBG Documents shall constitute the entire Agreement for Grant funds between the County and the O/A under the Community Development Block Grant Program.
- B. Severability. The invalidity or illegality of any provision of this Agreement shall not affect the remaining provisions of this Agreement and the remainder of the CDBG Documents shall remain in full force and effect for the term of the Agreement.
- C. Applicable Law. The CDBG Documents shall be construed in accordance with the laws of the County, the State of Maryland and applicable Federal law and regulations.
- D. Waiver. The failure of the County to enforce any provision of this Agreement shall not be deemed a waiver thereof.
- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single contract.
- F. During the performance of services called for in this Agreement, the O/A shall maintain "Good Standing" status with the Maryland Department of Assessments and Taxation.

**18. Indemnification Clause**

The O/A shall save and keep harmless and indemnify Prince George's County, Maryland (the "County") against any and all liability claims, demands, suits, judgments, and the cost of whatsoever kind and nature arising or alleged to have arisen from injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection this Agreement or that results in whole part from any act or failure to act, errors or omissions of the O/A, or any employee, agent or representative of the O/A. The O/A shall, at its own expense, appear, defend and pay all charges for attorney fees and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the O/A shall at its own expense, satisfy and discharge the same. The O/A expressly understands and agrees that any performance or payment bond or any insurance protection required by this Agreement or otherwise provided by the O/A shall in no way limit the responsibility to save and keep harmless, indemnify, and defend the County as provided herein. The O/A shall take proper safety and health precautions to protect all employees and clients. The County does not waive any right or defense, or forebear any action, in connection herewith.

**19. Insurance Requirements**

During the performance of services called for in this Agreement, the O/A shall maintain the following insurance coverage:

**WORKER'S COMPENSATION:** An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Contractor will provide coverage for these exposures on an "if any" basis. The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: MARYLAND STATUTORY LIMITS

**GENERAL LIABILITY:** An insurance policy complying with the requirements of Prince George's County, Maryland. The coverage under such an insurance policy or policies shall have limits not less than:

- Bodily Injury and Property Damage Liability: \$1,000,000/\$2,000,000  
per occurrence/aggregate
- Premises Medical Payments \$ 5,000
- Fire Legal Liability \$1,000,000
- Personal Injury/Advertising \$1,000,000  
OR combined single limit not less than \$2,000,000
- Prince George's County, Maryland shall be designated as an additional insured as well as a certificate holder on the Certificate of Insurance. The address for Prince George's County, Maryland shall be 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772 with attention to the DHCD – CDBG Contract Administrator.

During the performance of services called for in this Agreement, the O/A shall ensure that contractors that perform the work described in the Scope of Services shall maintain throughout the period of the respective contractor's performance (1) General Liability insurance in the amount of \$1,000,000 at a minimum, (2) Workers' Compensation insurance meeting the Statutory Limits for Maryland and Employers' Liability limits of \$500,000, and (3) business automobile liability insurance in the amount of \$1,000,000. The contractor shall designate Prince George's County, Maryland as an Additional Insured and Certificate Holder on each Certificate of Liability Insurance. The O/A shall maintain on file copies of the Certificates of Liability Insurance from each contractor.

(THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK)

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**FOR: TOWN OF BLADENSBURG**

**WITNESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
The Honorable Walter Lee James, Jr.  
Mayor

**DATE:** \_\_\_\_\_

**FOR: PRINCE GEORGE'S COUNTY,  
MARYLAND**

**BY:** \_\_\_\_\_  
Thomas M. Himler  
Deputy Chief Administrative Officer  
for Budget, Finance and Administration

**DATE:** \_\_\_\_\_

**Attachments:**

- A. Scope of Services
- A-1. Implementation and Drawdown Schedules
- B. Budget
- C. General Conditions for Operating Agencies and Third Party Contractors

Reports:

- Activity Report – Capital Improvements
- Community Development Project Benefit Report Form
- Contract and Subcontract Activity Report Form
- Section 3 Summary Report Form
- Semi Annual Labor Standards Enforcement Report Form

Local Requirements

- Assurance of Compliance Form
- Audit Corrective Action Plan
- Low and Moderate Income Limits
- Minority Business Enterprise Participation Statement
- ADA Statement

Federal Requirements

- Federal Labor Standards Provisions
- 24 CFR 570.502: Administrative Requirements
- 24 CFR 570.503: Agreements with Subrecipients
- OMB Circular No. A-87: Cost Principles for Governments
- OMB Circular No. A-102: Grants with Governments
- OMB Circular No. A-133: Audits

(BALANCE OF PAGE INTENTIONALLY BLANK)

**Community Development Project Title: 58<sup>th</sup> Avenue Street Improvement**

**Type of Activity: Public Facilities/Infrastructure**

**SCOPE OF SERVICES**

In accordance with the provisions of the covering Agreement and its Attachments, the **Town of Bladensburg**, hereinafter referred to as the Operating Agency (O/A), shall:

**Section I.** Assure that project funds (Attachment B) are used as follows:

- The Town of Bladensburg will use CDBG funds for street improvements on 58<sup>th</sup> Avenue between and Emerson Street. Improvements will be undercutting and patching the street and repairs to concrete pads adjacent to the bus stops. Approximately 3,808 people will benefit from the project.

**Section II.** Assure that Community Development Project beneficiaries are residents of Prince George's County.

**Section III.** Assure that more than fifty-one percent (51%) of the Community Development Project beneficiaries are of low and moderate income as defined in the Income Limits.

**Section IV.** The O/A will contact their CDBG Project Manager prior to beginning the bid process. The O/A may not begin project activity until a pre-construction conference is held with the appropriate CDBG staff person.

**Section V.** Develop and submit to DHCD a transition plan setting forth the steps necessary to complete the structural changes to achieve program accessibility. The plan shall be developed with the assistance of interested persons, including individuals with disabilities or organizations representing individuals with disabilities. A copy of the transition plan shall be made available for public inspection. The plan, at a minimum, shall—

- A. Identify physical obstacles in the subrecipient's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- B. Describe in detail the methods that will be used to make the facilities accessible;
- C. Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period;

D. Indicate the official responsible for implementation of the plan; and

E. Identify the persons or groups with whose assistance the plan was prepared.

**Section VI.** Assure that any person, business or nonprofit organization displaced as a result of this Agreement receives assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), which is incorporated herein by reference.

**Section VII.** Assure that any and all construction work is performed in accordance with "Wage Determination Scale" which the O/A shall obtain from DHCD prior to contract solicitation.

**Section VIII.** Assure that prior to entering into a contract under this Agreement, the O/A will check the Excluded Parties List System ([www.epls.gov](http://www.epls.gov)) to ensure that the contractor or consultant is not suspended or debarred from participation in Federally-funded projects and will forward a copy of the EPLS printout to the CDBG Project Manager.

**Section IX.** Prepare and make all necessary contractor solicitations and bid announcements to include notice to public and potential contractors that this is a Federally-assisted project subject to appropriate Federal, State and local laws and implementation regulations as follows: Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u; 24 CFR 135 (Code of Federal Regulations); Equal Employment Opportunity, Executive Order 11246; the Clean Air Act of 1963, as amended; 40 CFR 15; Davis-Bacon Fair Labor Standards Act, as amended, 40 U.S.C. 276a--276a-5; Copeland (Anti-Kickback) Act, 48 Stat. 948, 40 U.S.C. 276 (c); Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; 24 CFR Part 35 (Lead-Based Paint Hazards); Civil Rights Act of 1964, Title VI, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973; Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); and Executive Orders 12549 and 12689, "Debarment and Suspension. Additional provisions may apply depending upon the nature of the work to be performed and the contract price.

**Section X.** Obtain from contractor(s) and subcontractor(s), prior to the execution of any contract, agreement or subcontract, a statement of Assurance of Compliance with U.S. Department of Housing and Urban Development Regulations for Training, Employment, and Contracting Opportunities for Businesses and Lower-Income Persons, and refer such assurances to the DHCD for review and approval prior to the award of any contract. This requirement will be met by the inclusion of Attachment C, General Conditions for Operating Agencies and Third Party Contractors, with all contracts, agreements and subcontracts.

**Section XI.** Obtain and forward to DHCD all written agreements for all construction and/or professional services resulting from this project. Reimbursement requests for

work performed shall not be processed prior to receipt of any such agreement.

**Section XII.** Prepare all surveys, designs, drawings, estimates and specifications necessary to perform the work.

**Section XIII.** Design all work to meet or exceed standards established by Prince George's County; in particular, design should be directed to aid the mobility of the elderly and persons with disabilities.

**Section XIV.** Perform all work in accordance with County Standards at a minimum.

**Section XV.** Obtain from contractors, on a timely basis, weekly payroll forms (federal wage rate compliance forms).

**Section XVI.** Supervise and inspect all work performed as a result of this Agreement prior to issuing contractor payments and prior to submission of reimbursement requests to the County.

(THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK)

**Community Development Project Title: 58<sup>th</sup> Avenue Street Improvement**

**Type of Activity: Public Facilities and Infrastructure**

**PROJECT IMPLEMENTATION AND DRAWDOWN SCHEDULES**

**Estimated Activities Schedule**

<b>ACTIVITY</b>	<b>START DATE</b>	<b>COMPLETION DATE</b>
Engineering	July 1, 2014	December 31, 2014
Construction	January 1, 2015	December 31, 2015

**Projected Quarterly Drawdown Schedule**

<b>1<sup>st</sup> Quarter Jul – Sept 2014</b>	<b>2<sup>nd</sup> Quarter Oct – Dec 2014</b>	<b>3<sup>rd</sup> Quarter Jan – Mar 2015</b>	<b>4<sup>th</sup> Quarter Apr - Jun 2015</b>	<b>5<sup>th</sup> Quarter Jul-Dec 2015</b>
\$0	\$0	\$20,000.00	\$68,000.00	\$0

All CDBG funds for PY-40 must be drawn down within the performance schedule as indicated above or may be subject to reprogramming.

**Community Development Project Title: 58<sup>th</sup> Avenue Street Improvement**

**Type of Activity: Public Facilities and Infrastructure**

**PROJECT BUDGET**

<b>Activity</b>	<b>CDBG Cost</b>
Engineering	\$20,000.00
Construction	\$68,000.00
<b>Total CDBG Costs</b>	<b>\$88,000.00</b>

FOOTNOTE: Prior to reimbursement for any costs under this Agreement, other than direct costs, the O/A shall submit to the Department of Housing and Community Development (DHCD) a copy of an approved indirect cost plan for the fiscal year. Operating Agencies without an approved cost plan must submit acceptable evidence of an indirect cost allocation system. Fringe benefit reimbursement requests shall be honored only upon receipt of an approved fringe benefit rate or acceptable evidence of a fringe benefit cost allocation system from the O/A to DHCD for the fiscal year.

PUBLIC INFORMATION ACT  
 REQUESTS: OCTOBER 2014

PIA DATE REC'D	REQUESTER	DOCUMENTS	RESPONSE DATE	EXTENSION OR DENIAL
10/1/2014	C. MELENDEZ	YTD REV. THRU 9/30/14	10/13/2014	
10/1/2014	C. MELENDEZ	YTD EXP. THRU 9/30/14 M&C CREDIT CARD STATE SEPT M&C REIMBURSEMENTS THRU SEPT	10/13/2014 10/13/2014 10/13/2014	
10/2/2014	J. CARLSON	EXP. FORMS SUB. BY M&C SEPT	10/23/2014	NO FORM EXISTS
10/8/2014	J. LEE, CCT EDITOR	COPIES OF PIA'S FOR FY 2014 DISPOSITIONS OF REQUESTS COSTS ASSESSED	10/23/2014 10/23/2014 10/23/2014	
10/25/2014	C. MELENDEZ	RECORDS REFLECTING LEGAL FEES FOLLOW UP QAURLES STATE. MAYOR CAR REPAIR RECEIPTS RED VAN LOG	10/28/2014 10/28/2014	N/A LIMITED LOG
10/29/2014	C. MELENDEZ	PEDESTRIAN POLICY	10/28/2014	
10/30/2014	C. MELENDEZ	AGENDA FOR BEYOND PRESENT		

# Carroll County Times

Jim Lee, Editor  
Carroll County Times  
115 Airport Drive, Suite 170  
Westminster, MD 21157  
410-857-7878

Patricia McAuley, Clerk  
Town of Bladensburg  
4229 Edmonston Road  
Bladensburg, MD 20710

8 October 2014

Dear Ms. McAuley,

This is a request under the Maryland Public Information Act, State Government Article §§ 10-611 to 618. I request information on Public Information Act requests you received for Fiscal Year 2014 (July 1, 2013 to June 30, 2014).

Specifically, I am requesting copies of all PIA requests received for that period; the disposition of those requests (approved or denied); the amount of time from submission to approval or denial; any costs assessed to the requester; and records reflecting any amounts incurred in legal fees or costs in connection with PIA requests during that period, including but not limited to outside counsel expenditures for PIA-related litigation.

If this information exists whole or in part in electronic database form, I would like to receive the information in that format.

I request a waiver of any search, preparation or duplication fees in accordance with State Government Article § 10-621(e), since disclosure of this information will be used to inform public debate over possible improvements to the Public Information Act rather than for any commercial or private financial advantage. If such waiver is denied, however, I agree to pay reasonable duplication or copying fees. Please notify me before incurring such fees if they are expected to exceed \$50.

If all or any part of this request is denied, I request that I be provided with a written statement of the grounds for denial. If you determine that some portions of the requested records are exempt from disclosure, please provide me with the portions that can be disclosed.

I expect, as noted in the state Public Information Act, that I will be advised within 10 days as to whether my request will be filled and, in any event, that the request will be filled within 30 calendar days as required by law. Thank you for your help.



Jim Lee  
Editor, *Carroll County Times*

115 Airport Road, Suite 170  
Westminster, Maryland 21157  
310-848-4400  
[www.carrollcountytimes.com](http://www.carrollcountytimes.com)



Maryland Department of Planning  
Maryland Historical Trust

Sustainable \_\_\_\_\_ Attainable

October 22, 2014

Patricia McAuley, Town Clerk  
Town of Bladensburg  
4229 Edmonston Road  
Bladensburg, MD 20710

Re: Bostwick, Prince George's County– Change/Alteration  
Maryland Historical Trust Preservation Easement

Dear Ms. McAuley:

The Maryland Historical Trust (MHT) is in receipt of your application, dated September 25, 2014, requesting approval to install new low-profile interpretive signage. The MHT Easement Committee (Committee) reviewed the application on October 7, 2014.

Based upon the review and recommendation of the Committee, I approve of the request to install new low-profile interpretive signage (5 total). This approval is conditioned upon the ground penetration being excavated as formal units strata graphically to the extent to archeological deposits. A gas power auger may then be used to complete obtain the required depth. This work is consistent with The Secretary of the Interior's *Standards for the Treatment of Historic Properties*, in particular *General Rehabilitation Standards 8 and 9*.

This approval is valid for a period of six months from the date of this letter. Should you require additional time to complete the project, make any changes to the scope of work as approved, or have any questions regarding this letter, please contact Amy Skinner, Easement Administrator, at (410) 514-7632 or by email at [amy.skinner@maryland.gov](mailto:amy.skinner@maryland.gov).

Sincerely,

J. Rodney Little  
Director  
Maryland Historical Trust

JRL/AMS

# **Bostwick Preservation Partnership Meeting**

October 30, 2014

10:00AM

- I. Welcome and Introductions
- II. Overview of Bostwick Preservation Efforts and Challenges – Pat McCauley, City of Bladensburg, Don Linebaugh, University of Maryland
- III. Tour of Bostwick House
- IV. Overview of NPS HPTC program – Chris Robinson, Superintendent, HPTC
- V. Preservation Partnership Goals:
  - a. Mutually beneficial relationship among the organizations to facilitate the preservation of Bostwick and further the missions of City of Bladensburg, UMD, and HPTC
  - b. Educational and training opportunities
- VI. Structure of Partnership and Institutional Requirements
  - a. The agreement – what type and how formulated – Sheila Rushlow, Contracting Officer, HPTC
- VII. Next Steps

Working lunch provided by UMD

In attendance:

Pat McCauley, City of Bladensburg  
Chris Robinson, HPTC  
Sheila Rushlow, HPTC  
Tom Vitanza, HPTC  
Don Linebaugh, UMD  
Dennis Pogue, UMD  
Christine Henry, UMD

## Historic Preservation Training Center

National Park Service  
U.S. Department of Interior

[ [Home](#) ] [ [Directory](#) ] [ [NPS Employee Training Program](#) ] [ [Preservation Services](#) ]

## HPTC Mission Statement

The Historic Preservation Training Center (HPTC) is dedicated to the safe preservation and maintenance of national parks or partner facilities by demonstrating outstanding leadership, delivering quality preservation services, and developing educational courses that fulfill the competency requirements of Service employees in the career fields of Historic Preservation Skills, Risk Management, Maintenance, and Planning, Design, and Construction.

## HPTC History

The HPTC was founded in 1977 to meet the growing demand for craft skills development for NPS employees tasked with preserving the thousands of historic structures within the National Park System. In 1995, the Center joined the NPS Training and Development Division to become one of four NPS Training Centers.

The HPTC is currently located in Frederick, Maryland. The headquarters/administrative office is located within the Monocacy National Battlefield at the historic Gambrill House.

## Program Overview

The HPTC utilizes historic preservation projects as our main vehicle for teaching preservation philosophy, building crafts, building technology, and project management skills. Our experiential learning approach emphasizes flexibility in addressing the unknown conditions encountered during the project and ensures that the goals of preservation are met.

The Historic Preservation Training Center in undertaking its mission is:

- Training Preservation Craftspeople
- Preserving Historic Resources Today
- Promoting Historic Preservation as the Key to the Future

The major programs and services provided by the HPTC are:

- A three year training program for the NPS Exhibit and Preservation Specialists
- Services for the Treatment of NPS, Federal, State, or locally owned historic properties
- Extensive outreach training programs aimed at building the skills of personnel responsible for the maintenance and preservation of historic properties

## Annual Report

-- 2012

-- 2011

-- 2010

[Administrative](#)

[Carpentry Section](#)

[Masonry Section](#)

[Project Management](#)

[Woodcrafting Section](#)

[Historic Architecture](#)

## Links

[USAJOBS](#)  
[National Park Service Centennial Initiative](#)  
[NPS Training](#)  
[NCPTT](#)  
[OPM](#)  
[APT](#)  
[GSA](#)  
[Federal Register](#)  
[Federal Regulations](#)  
[Electronic Forms](#)  
[Directions to Gambrill](#)  
[Olmsted Center](#)  
[Mott Training Center](#)

Mailing Address:



United States Department of the Interior  
NATIONAL PARK SERVICE  
Historic Preservation Training Center  
4801A Urbana Pike, Gambrill House  
Frederick, MD 21704-7307



IN REPLY REFER TO:

Agreement Number G2680080001  
Page 1 of 13

**General Agreement  
between  
The United States Department of the Interior  
National Park Service  
Historic Preservation Training Center  
and the  
Howard County, Maryland**

**Technical Preservation and Craft Skills Assistance and Training for Preservation and  
Restoration of Various Features and Structures**

This Agreement is entered into by and between the Department of the Interior, National Park Service (NPS), Historic Preservation Training Center, hereinafter referred to as the HPTC, and Howard County, Maryland hereinafter referred to as the County.

**ARTICLE I - BACKGROUND AND OBJECTIVES**

The County is charged with overseeing the management and preservation of County-owned historic properties. As such, the County acts as the steward for historic structures in existing parks as well as properties that are in the park developmental stage.

The County has requested the involvement of the NPS to provide general technical preservation assistance for the long-term preservation of and craft skills necessary to complete the preservation and restoration of County properties. In addition to craft skills training for County personnel, the NPS will provide craftsmen necessary to complete preservation efforts further described in Article III of this Agreement.

The NPS is the Federal Agency assigned the principal responsibility for administering Federal historic preservation programs providing for the identification, documentation, registration and preservation of the nation's cultural resources. The HPTC is directed to develop and make available to State Governments information concerning professional methods and techniques for the preservation of historic properties and their systematic long-term maintenance and repair.

The County recognizes that completion of identified historic structure preservation treatments by County and NPS personnel provide an efficient method of preserving County cultural resources. The County has requested the involvement of the HPTC to provide general technical preservation assistance for the long-term preservation of historic properties.

The HPTC is dedicated to the preservation and maintenance of the historic buildings, structures and features of the NPS and its partners. The HPTC executes this commitment by demonstrating outstanding leadership through field preservation schooling for basic hands-on craft skills development in masonry, carpentry, woodcrafting, and architectural building identification, evaluation and condition assessment techniques.

The HPTC utilizes the historic preservation projects as its main instrument for teaching preservation philosophy and progressive development of building crafts knowledge, exposure to the newest stabilization practices, techniques and applications, and enriching project management skills. This project teamwork approach with qualified trade specialists assures flexibility in addressing the unknown and unidentified conditions during both simple and complex preservation projects and ensures that the goals of the preservation projects are achieved and completed.

The HPTC was established in 1977 to meet the growing demand for specialists within the NPS who could preserve the thousands of historic resources within the National Park System. In 1995, the HPTC joined the NPS, Training and Development Team to become one of the four NPS Training Centers.

## **ARTICLE II – AUTHORITY**

16 U.S.C. § 470a(i), National Historic Preservation Act, the Secretary shall develop and make available to Federal agencies, State and local governments [and other recipients] training in, and information concerning, professional methods and techniques for the preservation of historic properties.

42 U.S.C. § 4741 et. seq, provides that under such conditions as may be prescribed by the head of the Federal agency concerned, a Federal agency may admit State and local government employees and officials to agency training programs established for Federal professional, administrative, or technical personnel.

42 U.S.C. § 4742(b) provides that payments received by the Federal Agency concerned for training....shall be credited to the appropriation or fund used for paying the training costs.

**ARTICLE III - STATEMENT OF WORK**

A. The NPS will:

1. Identify potential joint preservation work elements and develop specific preservation trades training opportunities.
2. Prepare individual Task Agreements that will include a detailed scope of work which identifies each work element associated with the different tasks, responsibility statements, negotiated costs to be paid by the County and project schedules. The project schedules will identify commencement and project completion dates for individual work elements and the entire job.
3. Establish a project team consisting of qualified technical preservation specialists, design professionals, a Project Leader, and trainees of the County to carry out the work elements. The project team will complete all preservation work elements identified in each individual Task Agreement. The Project Leader will be identified in each individual Task Agreement.
4. Provide preservation Project Management Leadership for all work elements including: arranging project logistics, sequencing, scheduling, delivery and acceptance of materials, the appropriate use and selection of tools and equipment, safety, mobilization, execution, and scheduling.
5. Assign tasks, based on skill level and training objectives of apprentices, and the requirements of journey level tasks. Work elements will include preservation treatments to historic structures including but not limited to: Condition Assessment and Building Inspection, and planning and execution of preservation trades.
6. Provide on-the job training through the actual accomplishment of work in trades by working alongside trained NPS journey level preservation craftspeople.

7. Provide preservation experience for participants to meet the training goals and objectives of both organizations with emphasis on the following:
  - A. Skill and ability in the employee's preservation trade;
  - B. Skill and ability in conducting Building Inspection and Condition Assessment;
  - C. Preservation laws as applied by the preservation trades;
  - D. Philosophy and practices as they apply to the preservation trades;
  - E. Recognizing environmental and workplace hazards and how to respond appropriately; and
  - F. Directing and managing preservation projects.
8. Provide materials, supplies and a commitment for general equipment to complete a project.
9. Provide guidance for project site occupational compliance with safety.
10. Provide all the necessary clearances or permits for the project work including federal, state, and local permits required.
11. Coordinate with the County logistics and phasing for the work performed by the NPS preservation team.
12. Conduct all work in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, dated 1995.
13. Conduct pre-construction, final inspection, and other such on-site, project-related meetings, as required.
14. Maintain a record of treatment and documentation on all phases of the work for each individual Task Agreement.
15. Maintain photographic records of all project phases for each individual Task Agreement.
16. Provide weekly reports on project progress and activities for each individual Task Agreement.

B. The County will:

1. Provide funds in advance for individual Task Agreements in accordance with an approved capital budget appropriation for each capital budget process, and to the extent permitted by law, any other in-kind resources necessary to perform the functions specified under this Agreement.
2. Ensure that negotiated and agreed upon costs for work elements identified in Task Agreements are made available to the NPS.
3. Prepare all compliance documents as required for Section 106 of the Historic Preservation Act of 1966.
4. Consistent with the provisions of the Task Agreement, provide access to the project site for the NPS project team including any related personnel associated with the project work.
5. Designate a single administrative contact point of contact to coordinate joint completion and the related training requirements of work elements with the NPS in regard to individual Task Agreements. The administrative contact will act as primary liaison with the NPS.
6. Review and approve NPS project submittals in accordance with the Scope of Work, project schedule, and deliverables identified in each individual Task Agreement.
7. Identify for the NPS, and provide access to, all files, reports, archives, library materials available to the County for each individual Task Agreement.
8. Provide assistance to the NPS for access to the structure. This may include the provision and coordination of equipment if necessary.
9. Assign County employees designated as trainees to the project team as appropriate.

C. The NPS and the County, jointly, agree to:

1. Cooperate to the fullest extent to support preservation and maintenance work of the County's historic structure work elements identified in individual Task Agreements. Through individual Task Agreements assignments training preservation trades shall be incorporated into work elements with the goal of developing and fostering employee competencies required to successfully maintain and repair publicly owned historic buildings. Both the NPS and the County enter into this Agreement with considerable involvement for the preservation of historic structures and adoption of the same mission of building preservation.
2. Remain jointly involved at all levels of treatment recommendations, review, planning, design and concept, project logistics and site preparation.

#### **ARTICLE IV - TERM OF AGREEMENT**

This Agreement will become effective upon execution by both parties and extends through September 30, 2012 unless terminated by either party in accordance with ARTICLE X. Individual Task Agreements will specify the period of performance.

#### **ARTICLE V - KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. For the NPS:

##### **Local/Coordinating**

Deputy Superintendent  
Historic Preservation Training Center  
4801A Urbana Pike  
Frederick, Maryland 21704  
Telephone Number: (301) 663-8206, Extension 110  
Facsimile: (301) 663-8032

**Signatory/Administrative**

H. Thomas McGrath  
Superintendent  
Historic Preservation Training Center  
(Same address as above)  
Email: tom.mcgrath@nps.gov  
Telephone Number: (301) 663-8206, Extension 109  
Facsimile: (301) 663-8032

Sheila E. Rushlow  
Administrative Team Leader  
Historic Preservation Training Center  
(Same address as above)  
Email: sheila\_rushlow@nps.gov  
Telephone Number: (301) 663-8206, Extension 103  
Facsimile: (301) 663-8032

2. For the County:

**Local/Coordinating**

Administrator  
Capital Projects and Park Planning  
Howard County Department of Recreation and Parks  
7120 Oakland Mills Road  
Columbia, Maryland 21406-1677  
Telephone Number: (410) 313-4689  
Facsimile: (410) 313-4646

**Signatory/Administrative**

Gary Arthur, Director  
Howard County Department of Recreation and Parks  
(Same address as above)  
Email: [garthur@co.ho.md.us](mailto:garthur@co.ho.md.us)  
Telephone Number: (410) 313-4640  
Facsimile: (410) 313-4646

- B. Communication – The County will address any official communication regarding this Agreement to the key officials with a copy to the Administrative Team Leader.
- C. Members of the project team will be identified in each Task Agreement for the work elements to be completed within its scope. The project team may not be amended in individual Task Agreements without the written approval of the NPS and the County.
- D. Changes in Key Official – Neither the NPS nor the County may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within the Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE VI - AWARD AND REIMBURSEMENT INFORMATION**

- A. This Agreement does not constitute a commitment of funds by the County. The actual commitment of funds will be authorized under Task Agreements. Under the provisions of this Agreement, Task Agreements will be issued by the NPS on a not-to-exceed basis for each project approved and negotiated. Each Task Agreement will specify the costs associated with the work.
- B. Advance payment will be made to the NPS under the Task Agreements in accordance with the County's Purchase Order issued for the Task Agreement and the NPS invoice. Upon signature of the Task Agreement, invoices will be submitted by the NPS in an original and three copies to the following:

Administrator  
Capital Projects and Park Planning  
Howard County Department of Recreation and Parks  
7120 Oakland Mills Road  
Columbia, Maryland 21406-1677

The County will process payments under the Task Agreement within thirty days. No work on the Task Agreement shall be performed until payment is received by the NPS.

- C. Based on prior approval of both the County and the NPS, through written modification to the Task Agreement, funds not expended for particular work elements may be allocated to other work elements. The County agrees to expedite all payments to the NPS to ensure that payment will be made within 30 days after receipt of invoice.
- D. Funds may be provided in subsequent years if project work is satisfactory, according to the following schedule and not-to-exceed amounts:

Fiscal Year 2008	February 1, 2008 through September 30, 2008	\$3,500,000
Fiscal Year 2009	October 1, 2008 through September 30, 2009	\$3,000,000
Fiscal Year 2010	October 1, 2009 through September 30, 2010	\$1,500,000
Fiscal Year 2011	October 1, 2010 through September 30, 2011	\$1,500,000
Fiscal Year 2012	October 1, 2011 through September 30, 2012	\$1,500,000

#### **ARTICLE VII - PRIOR APPROVAL**

Not Applicable.

#### **ARTICLE VIII - REPORTS AND OTHER DELIVERABLES**

Reports and other deliverables will be identified in each Task Agreement. The County shall have thirty (30) days for review and approval of all reports and deliverables.

After submittal of reports, the County will notify the NPS in writing of approval or rejection of reports citing any additions, corrections or suggestions within the calendar days specified in each Task Agreement. The HPTC will prepare the final report within the calendar days specified in each Task Agreement after receipt of comments.

#### **ARTICLE IX - PROPERTY UTILIZATION AND RIGHTS IN DATA**

All finished and unfinished documents, data, studies, analyses, drawings, maps, models, photographs, and reports in whole or in part, prepared for, connected with, or utilized by either party in fulfilling its obligations under this Agreement will become the property of the County. However, the NPS may, upon written approval from the County, publish independently or in collaboration with others, granting, in all cases, proper credit to the efforts of those parties contributing to the publication.

**ARTICLE X - MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice.

**ARTICLE XI - LIABILITY**

The County shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this Agreement.

Should a claim arise as a result of this Agreement, the avenue for recovery is provided under the Local Government Tort Claims Act (Section 5-301 *et seq* of the Courts of Judicial Proceedings Article of the Annotated Code of Maryland), which places limits on the liability of local governments for tortious acts or omissions committed by their employees within the scope of their employment.

The NPS is self-insured and shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this Agreement.

Should a claim arise as a result of this Agreement, the avenue for recovery is the Federal Tort Claim Act (FTCA, 28 USC 1346 (b) and 2671 *et seq.*). The provisions of this Act give Federal District Courts jurisdiction over claims for personal injury or death caused by negligent or wrongful act or omission of any Government employee (while acting within the scope of his/her employment) under circumstances where the Government, if it were a private person would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

**ARTICLE XII - STANDARD CLAUSES**

- A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service or position which the County represents. No release of information relating to this Agreement may state or imply that the Government approves of the County's work product, or considers the County's work product to be superior to other products or services.

C. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**ARTICLE XIII – ATTACHMENTS**

Not Applicable.

**ARTICLE XIV – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below:

**FOR THE NATIONAL PARK SERVICE  
HISTORIC PRESERVATION TRAINING CENTER**

\_\_\_\_\_  
H. Thomas McGrath  
Superintendent

\_\_\_\_\_  
Date

**FOR HOWARD COUNTY MARYLAND**

**Attest:**

**HOWARD COUNTY MARYLAND**

\_\_\_\_\_  
Lonnie R. Robbins  
Chief, Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Ken Ulman  
County Executive

**APPROVED:  
DEPARTMENT OF PUBLIC  
WORKS**

**APPROVED:  
DEPARTMENT OF PARKS AND  
RECREATION**

\_\_\_\_\_  
James M. Irvin, Director

\_\_\_\_\_  
Gary J. Arthur, Director



# GRAND OPENING CELEBRATION

*Fall for ReStore*

## Ribbon Cutting

Date: November 14th

Time: 10:30 a.m. -  
11:30 a.m.

## Grand Opening

Date: November 15th

Time: 9 a.m. - 5 p.m.

12006 B Plum Orchard Drive  
Silver Spring, MD 20904

Join us for a day of family fall festivities, DIY workshops, food and shopping! All proceeds benefit Habitat for Humanity Metro Maryland in providing affordable housing solutions in Montgomery and Prince George's Counties.

*Welcome Home to Silver Spring!*



The Prince George's County Government, Prince George's Community College, the Prince George's County Public Schools, the Maryland National Capital Park and Planning Commission, the Greater Prince George's County Business Roundtable, and the Prince George's County Chamber of Commerce, are proud to announce the launch of

# Youth@Work/SYEP Job Training Program

**Youth@Work/SYEP Job Training Program**, a robust and exciting initiative, is a collaboration with the Prince George's County **Summer Youth Enrichment Program (SYEP)**. Through Youth@Work/SYEP participants will have access to job training and opportunities to develop their resumes and explore career interests.

**Youth and parents may join us at an Open House event to learn more. On-site registration available.**

**Location** | Prince George's Community College, Accokeek Hall, Room 221

**Time** | 10 – 12 PM

**Dates** | Saturday, November 15 | Saturday, December 13 | Saturday, January 10



*Transforming lives.*  
**PRINCE GEORGE'S  
COMMUNITY COLLEGE**



Prince George's Chamber of Commerce  
*Advancing the Success of Business for a vibrant Prince George's County*



*Transforming lives.*  
**PRINCE GEORGE'S  
COMMUNITY COLLEGE**