



Committee: Directly to Council
Committee Review: N/A
Staff: Gene Smith, Legislative Analyst
Purpose: To introduce agenda item – no vote expected
Keywords: COVID, Economic development

AGENDA ITEM #6B
January 19, 2021
Introduction

SUBJECT

Special appropriation to the FY21 Operating Budget, Office of the County Executive, Support for COVID-19 Response - \$6,232,666 for Hotel Relief Grant Program (Source of Funds: State Aid)

EXPECTED ATTENDEES

None

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- N/A

DESCRIPTION/ISSUE

The Executive requests approval of the subject resolution to implement the Hotel Relief Grant Program. This program is fully funded through a State grant and is part of the Governor's additional \$50 million in economic relief. The County will administer the program in coordination with the Conference and Visitors Bureau.

SUMMARY OF KEY DISCUSSION POINTS

- The public hearing and action for the subject resolution are tentatively scheduled for Tuesday, January 26, 2021 at 1:30 PM.
- The source of funding is a State grant and the grant agreement between the County and State govern the use of the funds.
- The resolution conditions the funding for business entities that: 1) provide accommodation in the County subject to the transient tax; 2) are in good standing with the State of Maryland; 3) have at least 10 sleeping rooms or 5 sleeping rooms if the entity is a bed and breakfast establishment as defined in State law; 4) can demonstrate a reduction in gross revenue of at least 25% from April 2020 – November 2020 when compared to April 2019 – November 2019; and 5) be open to the public for accommodations by March 31, 2021.
- Exhibit C on ©17 stipulates the maximum amount possible for entities in the County.

This report contains:

Executive memo	© #1
Proposed resolution	© #2
State Grant Agreement	© #6

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OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

M E M O R A N D U M

January 14, 2021

TO: Tom Hucker, President, County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Special Appropriation #21-509 to the FY21 Operating Budget
Montgomery County Government, Office of the County Executive,
Hotel Relief Grant Program, \$6,232,666

I am recommending a special appropriation to the FY21 Operating Budget of the Office of the County Executive in the amount of \$6,232,666. This appropriation will fund the creation of the County's Hotel Relief Grant Program, using funding that will come from State of Maryland funds.

This appropriation is needed because of the severe impact of COVID-19 on Montgomery County's hospitality industry. According to the Bureau of Labor Statistics/Center Employment Statistics, Montgomery and Frederick counties experienced a 44 percent decline in leisure and hospitality jobs from April 2019 to April 2020, compared to a 11 percent employment decline in all job losses during the same period. Smith Travel Research reports that August 2020 hotel occupancy in the County was at 32.8 percent, a 49.9 percent decrease compared to August 2019.

Governor Hogan has recently announced \$50 million for a new economic relief program to provide direct assistance to hotels across Maryland, which have been severely impacted by the COVID-19 pandemic. The new \$50 million grant program will provide direct relief to Maryland hotels and other lodging providers. These funds have been allocated to local jurisdictions in the form of a grant from the state. The Montgomery County portion of \$6,232,666 was awarded based on our percentage of sales and use tax revenue to the state.

The Business Advancement Team in the Office of the County Executive will work with the Conference and Visitors Bureau of Montgomery County, Maryland, to review the applications and the County's Finance Department will distribute the grant awards.

I recommend that the County Council approve this special appropriation in the amount of \$6,232,666 and specify the source of funds as State Funds.

I appreciate your prompt consideration of this action.

ME:jf

Attachment: Supplemental Appropriation #21-509

Resolution No: _____

Introduced: _____

Adopted: _____

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

By: Council President at the Request of the County Executive

SUBJECT: Special Appropriation #21-509 to the Fiscal Year 21 Operating Budget
Montgomery County Government
Office of the County Executive
Support for COVID-19 Response – Hotel Relief Grant Program, \$6,232,666
(Source of Funds: State Aid)

Background

1. Section 308 of the Montgomery County Charter provides that a special appropriation is an appropriation which states that it is necessary to meet an unforeseen disaster or other emergency, or to act without delay in the public interest. Each special appropriation shall be approved by not less than six Councilmembers. The Council may approve a special appropriation at any time after public notice by news release. Each special appropriation shall specify the source of funds to finance it.
2. On March 11, 2020, the World Health Organization declared coronavirus COVID-19 a pandemic and it has spread rapidly throughout the world. As of October 8, 2020, the Montgomery County Government COVID-19 data dashboard reported 23,923 confirmed cases and 812 confirmed deaths in the County. To slow the spread of the disease, Maryland Governor Hogan first declared a State of Emergency on March 5, and issued several subsequent Executive Orders with actions that include, but are not limited to, limiting the number of people that can gather, which impacted facilities in the tourism industry such as arts, culture, recreation, and agricultural venues.
3. On September 18, 2020, Governor Hogan issued State Executive Order 20-09-18-01 that reduced restrictions, subject to local regulations, for all Maryland businesses, including those previously not allowed to open. The County Executive issued Executive Order 114-20 on September 21, 2020 after determining that it was necessary and reasonable to continue to impose limitations on business and personal activities that are more restrictive than those permitted by State Executive Order 20-09-18-01 in order to prevent the spread of COVID-19. Since the County has remained at a medium risk infection level, the County's Executive Order continued the closure or significant capacity restrictions of many facilities and activities, including those in the tourism industry.

4. Nationwide, the continued efforts to contain the spread of the disease and the disease itself has had a disproportionate negative economic impact on the country's tourism industry. Since the beginning of March, the U.S. travel economy's losses from the COVID-19 pandemic have exceeded \$396 billion according to the U.S. Travel Association. TSA checkpoint throughput on October 6th, 2020 (590,000) was 29% of what it was in 2019 (2.1 million). Leisure and hospitality jobs in the United States in April 2020 were down 48% from April 2019.
5. Montgomery County welcomes 9 million daytrip and overnight visitors annually that leave behind \$18 billion of spending in the local economy. Performance venues, outdoor and indoor sporting facilities, hotels, meeting spaces, and all components of the local tourism industry have experienced millions of dollars of revenue losses due to cancellations during the April-December 2020 timeframe, which has triggered tremendous job losses in the industry.
6. A survey conducted by Visit Montgomery showed that the 36 responding tourism businesses experienced a \$110 million cumulative loss for the April to August 2020 timeframe, with projections for year-end losses to exceed \$200 million. Smith Travel Research reports that August 2020 hotel occupancy in the County was at 32.8%, a 49.9% decrease compared to August 2019. According to the Bureau of Labor Statistics/Center Employment Statistics, Montgomery and Frederick Counties experienced a 44% decline in leisure and hospitality jobs from April 2019 to April 2020, compared to a 11% employment decline in all job losses during the same period.
7. Due to this impact, the County's Hospitality, Culture, Recreation, and Entertainment (HCRE) Recovery Workgroup has recommended approximately \$10 million in support to assist the tourism/hospitality sector of the County's economy.
8. In order to support the recovery of the tourism industry in Montgomery County, a multi-prong approach is needed. The survival of the County's tourism anchor institutions – those facilities that attract an abundance of visitors – through direct financial support is critical to maintaining the County's leisure and hospitality industry and outstanding quality of life. Given the reluctance of consumers to travel and patronize tourist establishments, a program to ensure that hospitality facilities are implementing the best possible health and safety precautions and training is necessary and can be used to promote Montgomery County as a healthy community to visit.
9. The Council through this special appropriation is creating the Hotel Relief Grant Program, to be administered by the Business Advancement team with support from the Conference and Visitor's Bureau of Montgomery County, Maryland, Inc.

10. An accommodation provider will be eligible to receive assistance from the Hotel Relief Grant Program if it: 1) is a provider of an accommodation subject to: the sales and use tax under § 11-102 of the Tax-General Article of the Maryland Code generated for the tax codes 111 or 901; or the accommodations tax imposed by the jurisdiction in which the accommodations provider is located; 2) be in good standing with the State of Maryland; 3) have at least 10 sleeping rooms or if the accommodation is a bed and breakfast establishment as defined under § 9-201 of the Public Safety Article of the Maryland Code, have at least 5 sleeping rooms; 4) demonstrate a reduction in year-over-year gross revenue of at least 25% for the period of April 2020 - November 2020 compared to the gross revenue of April 2019 - November 2019; 5) be open to the public for the provision of accommodations by no later than March 31, 2021.
11. Except as provided under subsection below, to ensure grant funding is available for accommodations providers throughout the State, no single accommodations provider shall receive more than the maximum amount stated in Exhibit C of the grant agreement with the State. This amount represents the per room tax revenue generated for 100 rooms.
12. Costs permitted to be funded with grant proceeds from the Program may include: normal operating costs, such as rent, payroll, job training, taxes, debt service, or similar costs or the purchase of PPE, sanitization services, or other COVID-19 related costs.
13. The State grant agreement stipulates that Montgomery County may permit to fund the prior expenses from grant proceeds provided by the State:
 - Montgomery County shall provide two opportunities (“Rounds 1 and 2”) for accommodations providers to submit applications for Eligible Grants under the Program.
 - After receiving applications for Round 1, Montgomery shall promptly determine the eligibility of each applicant for grant funding from the Program, subject to the maximum grant amount described in Section (b)(vii) of the State Agreement.
 - As some accommodations providers located within Montgomery County’s jurisdiction might not meet the requirements for grant funding set forth; grant funds could remain in the Program after the award of grant funding in Round 1. In that case, the Grantee (the County) may accept a second round of applications.
 - For applicants for funding in Round 2 that did not apply for funding in Round 1: those first-time applicants shall receive priority consideration for the remaining Grant Funds.
 - Grant funding requirements for those first-time applicants are the same as those previously specified for Round 1.
 - For applicants that applied during Round 1, were awarded grant funding, and apply again in Round 2:
 - Grant funding in Round 2 will be awarded to applicants on a pro-rata share of remaining Grant Funds in the Program based on the number of rooms the accommodations provider maintains in the jurisdiction.
 - Applicants that were awarded the maximum grant amount described in the State’s Agreement during Round 1 are eligible for additional grant funding from Round 2. These applicants may not be awarded during Round 2 an additional grant amount that exceeds the amount described in Section (b)(vii) of the State’s Agreement.

14. A Fiscal Year 2021 Operating Budget is requested for the Office of the County Executive:

<u>Personnel Services</u>	<u>Operating Expenses</u>	<u>Total</u>	<u>Source of Funds</u>
\$0	\$6,232,666	\$6,232,666	State Funds

15. Notice of public hearing was given and a public hearing was held.

Action

The County Council for Montgomery County, Maryland approves the following resolution:

A special appropriation to the FY21 Operating Budget for the Office of County Executive:

<u>Personnel Services</u>	<u>Operating Expenses</u>	<u>Total</u>	<u>Source of Funds</u>
\$0	\$6,232,666	\$6,232,666	State Funds

This special appropriation must be used for the Hotel Relief Grant Program under the guidelines describes in paragraphs 8 through 13.

This appropriation is needed to act without delay in the public interest.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq.
Clerk of the Council

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is entered into as of the _____ day of _____, 2021, by and between the **DEPARTMENT OF COMMERCE**, a principal department of the State of Maryland (the "Department"), and **Montgomery County** a body politic and a political subdivision of the State of Maryland ("Grantee").

RECITALS

1. Pursuant to § 5-322(a)(8) of the Economic Development Article of the Maryland Code Annotated, financial assistance from the Maryland Economic Development Assistance Fund (the "Fund") may be used to finance costs incurred for a project intended to assist businesses in areas that are determined to be federal disaster areas, as long as the Department receives an application for financial assistance within 1 year after the declaration of the federal disaster area.

2. The President of the United States declared on March 26, 2020, that a major disaster exists within every county of the State, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. § 5121 et seq.) (known as the Stafford Act), as a result of COVID-19, beginning on January 20, 2020, and continuing through the effective date of this Agreement.

3. Grantee has applied to the Department for, and the Department has approved, a grant from the Fund in the amount of \$6,232,666 (the "Grant" or "Grant Funds") to Grantee, to use for the purposes more fully described below.

4. The Application from Grantee described in Section 3 of the Recitals is attached to this Agreement as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Purpose of Grant.

(a) (i) The purpose of the Grant is to enable Grantee to make grants to certain accommodations providers within Grantee's jurisdiction to promote and encourage stabilization within the hospitality industry in the State, and for the more specific purposes described in paragraph (b) below (the "Program").

(ii) Grants to be made by Grantee under the Program are hereinafter referred to as "Eligible Grants". Grantee may only use Grant proceeds to fund Eligible Grants.

(iii) Grantee shall solicit grant applications for grants under the Program from all potentially eligible accommodations providers within its jurisdiction.

(iv) Applications for grants under the Program shall include a request for demographic information substantially in the form attached as Exhibit B to this Agreement.

(b) Eligible Grantees under the Program.

To be eligible for a grant under the Program, an accommodations provider must:

(i) Be a provider of an accommodation subject to:

1. the sales and use tax under § 11-102 of the Tax-General Article of the Maryland Code generated to the tax codes 111 or 901; or

2. the accommodations tax imposed by the jurisdiction in which the accommodations provider is located.

(ii) Be in good standing with the State of Maryland.

(iii) Except as provided in paragraph (iv) below, have at least 10 sleeping rooms.

(iv) If the accommodation is a bed and breakfast establishment as defined under § 9-201 of the Public Safety Article of the Maryland Code, have at least 5 sleeping rooms.

(v) Demonstrate a reduction in year-over-year gross revenue of at least 25% for the period of April 2020 - November 2020 compared to the gross revenue of April 2019 - November 2019.

(vi) Be open to the public for the provision of accommodations by no later than March 31, 2021.

(vii) Except as provided under subsection (d)(7) below, to ensure grant funding is available for accommodations providers throughout the State, no single accommodations provider shall receive more than the maximum amount stated in Exhibit C. This amount represents the per room tax revenue generated for 100 rooms. This was calculated by determining the number of hotel rooms in the jurisdiction as detailed by Smith Travel Research for 2019 and the tax revenue generated to determine a per room rate.

(c) (i) Costs that Grantee may permit Eligible Grantees to fund with grant proceeds from the Program may include:

- Normal operating costs, such as rent, payroll, job training, taxes, debt service, or similar costs
- Purchase of PPE, sanitization services, or other COVID-19 related costs

(ii) Grantee may not permit Eligible Grantees to use grant proceeds to fund costs outside their normal operating costs. Prohibited costs include any of the following that are not directly related to COVID-19 prevention:

- Purchase of equipment and soft goods
- Infrastructure improvements
- Technology upgrades

(d) (i) Subject to paragraph (iii) of this subsection, Grantee shall provide two opportunities (“Rounds 1 and 2”) for accommodations providers to submit applications for Eligible Grants under the Program.

(ii) After receiving applications for Round 1, Grantee shall promptly determine the eligibility of each applicant for grant funding from the Program, subject to the maximum grant amount described in Section (b)(vii) of this Agreement.

(iii) As some accommodations providers located within Grantee’s jurisdiction might not meet the requirements for grant funding set forth in subsections (b) and (c) of this Section, Grant Funds could remain in the Program after the award of grant funding in Round 1. In that case, Grantee may accept a second round of applications.

(iv) For applicants for funding in Round 2 that did not apply for funding in Round 1:

1. Those first-time applicants shall receive priority consideration for remaining Grant Funds.
2. Grant funding requirements for those first-time applicants are the same as those specified for Round 1 (see subsections (b) and (c) of this Section).

(v) For applicants that applied during Round 1, were awarded grant funding, and apply again in Round 2:

1. Grant funding in Round 2 will be awarded to applicants on a pro-rata share of remaining Grant Funds in the Program based on the number of rooms the accommodations provider maintains in the jurisdiction.

2. Applicants that were awarded the maximum grant amount described in Section (b)(vii) of this Agreement during Round 1 are eligible for additional grant funding from Round 2. These applicants may not be awarded during Round 2 an additional grant amount that exceeds the amount described in Section (b)(vii) of this Agreement.

(e) Eligible Grants shall be disbursed to Eligible Grantees no later than March 31, 2021, unless that date is extended, in writing, by the Department. Any Grant Funds that Grantee has not disbursed by that date shall be promptly returned to the Department.

2. Grant. Subject to the availability of funds for such purpose, as determined in the sole discretion of the Department, the Department hereby grants to Grantee, and Grantee hereby accepts from the Department, the Grant, to be used by Grantee for the purposes described in Section 1 of this Agreement. The Grant is made subject to the terms and conditions set forth in this Agreement.

3. Conditions for Disbursement. The Department will disburse the proceeds of the Grant to Grantee after execution of this Agreement by both parties and after Grantee submits a request for disbursement attached hereto as Exhibit D.

4. Reports.

(a) By June 30, 2021, Grantee shall submit to the Department:

(i) a report in the form attached hereto as Exhibit E, detailing the use of Grant Funds; and

(ii) copies of the results of the responses to the request for demographic information Grantee is required to request of each applicant for a grant from the Program under Section 1(a) of this Agreement (see Exhibit B), along with a summary of the results obtained from the responses.

(b) Grantee shall permit any duly authorized representative of the Department or the State of Maryland (the "State") to inspect and audit all records and documents of Grantee relating to the Grant. Any inspections and/or audits under this Agreement shall be made at reasonable times. Grantee shall maintain records and documents concerning the Grant for a period of five (5) years from the date of this Agreement.

(c) Grantee shall require all eligible grantees receiving an Eligible Grant to (i) maintain records evidencing compliance with the requirements of the Eligible Grant for a period of five (5) years from the date of the Eligible Grant, and (ii) permit any duly authorized representative of the Department or the State to inspect and audit all records and documents of the eligible grantee relating to the Eligible Grant.

5. Compliance with Laws.

(a) Grantee will comply with all applicable federal, State and local laws.

(b) Grantee is in compliance with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

6. Certifications, Representations, and Covenants of Grantee.

(a) Grantee is: (i) duly organized and validly existing under the laws of the State; and (ii) has all requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly executed and delivered by Grantee, in the manner and form which complies with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.

(c) This Agreement has been properly executed by Grantee and: (i) will not violate any provision of law, any order of any court or agency of government, or any provision of Grantee's charter; and (ii) constitutes the valid and legally binding obligations of Grantee, and is fully enforceable against Grantee, in accordance with its terms.

(d) No member, officer, or employee of Grantee, or any of its designees, agents, consultants, and no members of its governing body, who exercises or has exercised any authority over any economic development projects funded with proceeds of the Grant during such person's tenure, shall have any interest, direct or indirect, in any contract or its proceeds, in any activity, which is part of any economic development projects funded with proceeds of the Grant.

(e) Grantee shall not use any Grant proceeds to make contributions: (i) to any person who holds, or is a candidate for, elected office; (ii) to any political party, organization, or action committee; or (iii) in connection with any political campaign or referendum. In addition, if in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(f) Grantee agrees to take all actions requested by the Department which are necessary to meet the requirements or requests of other agencies of the State or the Maryland General Assembly.

7. Defaults, Repayment, and Remedies.

(a) A default under this Agreement shall have occurred if Grantee: (i) uses any proceeds of the Grant for any purpose other than authorized by this Agreement, (ii) breaches any covenant, agreement, provision, representation, or warranty made in this Agreement, or (iii) fails to promptly return proceeds of the Grant that were not used to make Eligible Grants by the date specified in Section 1.

(b) Upon the occurrence of a default under paragraphs 7(a)(i) or (ii) above, Grantee shall have thirty (30) days from the date Grantee receives written notice of the occurrence of such a default from the Department to cure the default. If Grantee fails to cure the default within the thirty-day cure period, the Department may exercise any remedy specified in this Agreement.

(c) Upon the occurrence of a default under the terms of this Agreement, which default remains uncured beyond any applicable grace or cure period provided in this Agreement, the Department may (i) immediately demand repayment of all or a portion of the proceeds of the Grant and/or (ii) proceed to protect and enforce all rights and remedies available to the Department by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

(d) All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to the Department at law or in equity. The exercise of any right or remedy by the Department shall not in any way constitute a cure or waiver of any default by the Grantee, nor invalidate any act done pursuant to any notice of default, nor prejudice the Department in the exercise of those rights.

(e) The failure of the Department to insist upon performance of any term of this Agreement shall not be deemed to be a waiver of any term of this Agreement. No act of the Department shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

8. Non-Discrimination. Grantee covenants and shall cause any recipient of Grant funds to covenant that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by proceeds of the Grant. Grantee further covenants and shall cause any recipient of Grant funds to further covenant that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

9. Press Releases. The Department may issue press releases or other promotional materials describing the award of the Grant and the specific purposes for which the Grant was awarded.

10. Indemnification. Grantee releases the State and the Department from, agrees that the State and the Department shall not have any liability for, and, to the extent permitted by law, agrees to protect, indemnify and save harmless the State and the Department from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the State and the Department, as a result of or in connection with the Grant or any Eligible Grants. To the extent permitted by law, money expended by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law from the date of such payment, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the Department. This Section 10 shall survive the termination of this Agreement.

11. Notices; Individual Responsible for Grantee Reports

(a) Any communication permitted or required under this Agreement shall be deemed effective for all purposes as of the date the communication is mailed, postage prepaid, by registered or certified mail, return receipt requested or sent by a reputable delivery service, to be delivered only to the office of the addressee, addressed as follows:

(i) Communications to the Department shall be sent to:

Finance Programs Accounting and Administration
Department of Commerce
401 East Pratt Street, 17th Floor
Baltimore, Maryland 21202
fpaaworkflowcoordinator.commerce@maryland.gov

(ii) Communications to Grantee shall be sent to:

Name:
Title:
Address:
Email:

(iii) The individual responsible for providing the report on behalf of Grantee described in Section 4 and Exhibit C of this Agreement will be:

Name:

Title:
Address:
Email:
Telephone:

(b) Grantee and the Department may each change the information in (a) above by sending written notice to the other party.

12. Assignment. No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on Grantee hereunder may be assigned without the prior written consent of the Department.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, representations, and negotiations between the parties hereto with respect to the Grant.

14. Amendment. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Department and Grantee.

15. Disclaimer of Relationships. Grantee acknowledges that the obligation of the Department is limited to providing the Grant in the manner and on the terms set forth in this Agreement. Nothing in this Agreement, nor any act of either the Department or of Grantee, shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving Grantee and the Department.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State.

17. Term of This Agreement. Unless sooner terminated by the mutual consent of Grantee and the Department, this Agreement shall terminate upon Grantee's satisfaction of its obligations under the terms of this Agreement.

18. Availability of Funds and Reduction of Grant. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws.

19. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic

means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, Grantee and the Department have caused this Agreement to be executed, sealed and delivered as of the day and year first above written.

DEPARTMENT OF COMMERCE

By: _____
Kelly M. Schulz
Secretary

GRANTEE:

By: _____ (SEAL)
Name: _____
Title: _____

GRANT AGREEMENT: EXHIBIT A
APPLICATION BY GRANTEE FOR GRANT FUNDS

Grantee hereby applies for the Grant Funds described in the Grant Agreement executed between the parties, and the Department hereby approves Grantee's application for the Grant Funds, subject to the terms and conditions described in the Grant Agreement.

GRANT AGREEMENT: EXHIBIT B
REQUEST FOR DEMOGRAPHIC INFORMATION FROM APPLICANTS UNDER
THE PROGRAM

EXHIBIT C
GRANTEE SALES AND USE TAX CHARTS

County	FY2019 Sales Tax Revenue (111 & 901)	Percentage of Total Sales Tax Generate (111 & 901)	Allocation to Counties	Per room allocation	Potential maximum a property could receive in Round 1 & 2
Allegany	\$1,504,184	0.99%	\$495,591	\$404.23	\$40,423.39
Anne Arundel	\$15,402,013	10.15%	\$5,074,575	\$456.51	\$45,651.09
Baltimore	\$10,713,700	7.06%	\$3,529,894	\$557.47	\$55,746.91
Baltimore City	\$24,320,849	16.03%	\$8,013,107	\$747.42	\$74,742.16
Calvert	\$893,799	0.59%	\$294,484	\$382.45	\$38,244.71
Caroline	\$57,283	0.04%	\$18,873	\$314.56	\$31,455.51
Carroll	\$773,383	0.51%	\$254,810	\$711.76	\$71,176.04
Cecil	\$810,631	0.53%	\$267,083	\$244.36	\$24,435.73
Charles	\$1,215,777	0.80%	\$400,568	\$323.56	32,356.05
Dorchester	\$2,123,963	1.40%	\$699,792	\$1,029.11	\$102,910.63
Frederick	\$2,528,880	1.67%	\$833,202	\$301.34	\$30,133.90
Garrett	\$2,825,519	1.86%	\$930,937	\$1,766.48	\$176,648.45
Harford	\$3,053,236	2.01%	\$1,005,964	\$372.03	\$37,202.82
Howard	\$4,934,796	3.25%	\$1,625,891	\$430.47	\$43,047.15
Kent	\$329,734	0.22%	\$108,639	\$456.47	\$45,646.66
Montgomery	\$18,916,972	12.47%	\$6,232,666	\$644.60	\$64,460.29
Prince George's	\$34,694,206	22.86%	\$11,430,867	\$951.70	\$95,169.99
Queen Anne's	\$582,264	0.38%	\$191,841	\$455.68	\$45,568.01
Somerset	\$103,152	0.07%	\$33,986	\$212.41	\$21,241.24
St. Mary's	\$1,125,586	0.74%	\$370,852	\$316.70	\$31,669.70
Talbot	\$1,622,219	1.07%	\$534,480	\$486.33	\$48,633.33
Washington	\$1,764,811	1.16%	\$581,461	\$244.83	\$24,482.56
Wicomico	\$1,723,354	1.14%	\$567,802	\$363.28	\$36,327.69
Worcester	\$19,736,358	13.01%	\$6,502,633	\$616.66	\$61,665.56
Total	\$151,756,669		\$50,000,000		

EXHIBIT D

REQUEST FOR DISBURSEMENT

1. Grantee's Name and Address:

2. Grant Amount: \$ _____

3. Amount of Grant Funds Requested: \$ _____

4. FEIN: _____

GRANT AGREEMENT: EXHIBIT E
REPORT

GRANTEE: _____

Total Amount of Grant Funds Granted by Commerce to Grantee:
\$ _____

Total # of Eligible Grants Made by Grantee from Grant Funds: _____

Aggregate \$ Amount of Eligible Grants Made by Grantee from Grant Funds:
\$ _____

Grantee shall provide the following information either by using (1) a spreadsheet format provided by Commerce, or (2) a web portal established by Commerce for that purpose, as determined by Commerce:

- Name, location, and FEIN of each grantee
- Amount of grant received by grantee
- Use of grant proceeds
- Demographic information responses of each grantee

Certification:

Grantee hereby certifies that the information listed above is true and accurate:

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

RETURN INFORMATION TO:

FPAA Workflow Coordinator
401 E. Pratt Street, Suite 1760
Baltimore, MD 21202

Or Email: darla.garrett@maryland.gov