

AMENDED AND RESTATED GRANT AGREEMENT

THIS AMENDED AND RESTATED GRANT AGREEMENT (this "Agreement") is entered this 17th day of July, 2025, by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the "County") and **COLUMBIA COMMUNITY CONCEPTS, INC.**, a Maryland nonprofit corporation (the "Grantee") (collectively the "Parties" and individually a "Party").

RECITALS

- A. Pursuant to Section 22.700 of the County Code, the County is authorized to make grants to nonprofit agencies which provide services to County residents, and such grants may be funded from County or designated private, State, regional, or federal funds.
- B. The Grantee is a non-profit entity that endeavors to (1) to promote the health and welfare of the community and lessen the burdens of government by providing access to public recreational amenities and programs that are available to the general public without regard to race, creed, color, religion, or other protected class; and (2) provide resources to improve the health, safety, and welfare and economic standing of community members.
- C. The Grantee is directing the redevelopment of certain real property located at 10750 Little Patuxent Parkway, Columbia, Maryland 21044, also known as the Columbia Flier Building (the "Property") owned by Columbia Flier Owner, LLC (the "Property Owner").
- D. By authority of the Annual Budget and Appropriation Ordinance for Fiscal Year 2025 (FY25), the County provided, and the Grantee accepted the grant funds subject to the terms and conditions of a prior Grant Agreement executed by the Parties on July 1, 2024 attached hereto at Exhibit A ("Initial Grant Agreement").
- E. By authority of the Annual Budget and Appropriation Ordinance for Fiscal Year 2026 (FY26), the County wishes to provide, and the Grantee wishes to accept the new grant funds subject to the terms and conditions of this Agreement.
- F. The purpose of this Agreement is to incorporate, amend, and restate the Initial Grant Agreement to be consistent with the terms and conditions of this Agreement, as it relates to the use of the Grant funds.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Grantee agree as follows:

I. INCORPORATION OF THE RECITALS

The Parties agree that the recitals set forth above are true and form an integral part of this Agreement and, thus, the recitals set forth above are hereby incorporated into and made a part of this

Agreement as if fully set forth herein. This incorporation includes the Initial Grant Agreement, which is amended and restated herein by the terms and conditions of this Agreement.

II. TERM OF AGREEMENT

This Agreement shall become effective upon the date first written above. Unless sooner terminated pursuant to Section XII of this Agreement, this Agreement shall remain in effect through the later of (i) the ninetieth (90) day after issuance of the certificate of use and occupancy for the improvements to be constructed on the Property, or (ii) June 30, 2028 (Fiscal Year 2028).

III. GRANT AMOUNT

The County provided the Grantee with grant funds for Fiscal Year 2025 in the amount of TWENTY MILLION DOLLARS (\$20,000,000.00) (the "Initial Grant") under the Initial Grant Agreement. The County agrees to provide the Grantee with funds for Fiscal Year 2026 in an amount not to exceed amount FIVE MILLION DOLLARS (\$5,000,000.00) (the "Second Grant"). The Initial Grant and the Second Grant shall be referred collectively herein as the "Grant" or the "Grant funds".

IV. USE OF GRANT FUNDS

Grant funds may be used for the following purposes: (a) repayment of any costs incurred in connection with the redevelopment of the Property; (b) payment of incurred pre-development expenses, approved by the Grantee, including, architects fees, survey costs, title search costs and premiums, costs incurred for third party consultants assisting with the planning, design or overall redevelopment of the Property, (c) payment of any and all construction costs associated the construction of the Property into a mixed-use building, which includes, community space, office space and other ancillary uses consistent with the development plan of the Property; and (d) payment of consulting fees to affiliates of the Grantee for services provided in connection with the construction, development and management of the Property.

V. DISBURSEMENTS

- A. General. The County shall disburse the Second Grant funds in one lump sum payment, subject to the continued compliance by the Grantee with all the terms and conditions of this Agreement.
- B. [Intentionally Deleted]
- C. [Intentionally Deleted]
- D. Disbursement to Grantee. The disbursement will be made directly from the County to the Grantee.

VI. REPORT

Grantee shall provide the County with an annual program report on Grantee's use of the Initial Grant and send copies to the County Executive and the County Council, on or before

December 1, 2025. Grantee shall provide the County with an annual program report on Grantee's use of the Second Grant and send copies to the County Executive and the County Council, on or before December 1, 2026. For avoidance of doubt, these annual program reports are separate and apart from the final financial audit described in Section IX.

VII. RECORDS

Records to be maintained. For a period of three (3) years subsequent to the issuance of the certificate of use and occupancy, the Grantee shall maintain sufficient records to enable the County to determine whether the Grantee has met the requirements of this Agreement. This Section VII shall continue to survive and be enforceable following termination of this Agreement.

VIII. MONITORING

For the purposes of monitoring this Agreement and determining whether Grantee is complying with this Agreement, the County shall have access to and the right to examine any books, accounts, and/or records of Grantee.

IX. PROJECT AND USE AGREEMENT

The County and the Grantee acknowledge the importance of the redevelopment of the Property with the goal of providing youth and their families safe and inclusive spaces with access to resources, programs and services. The Grantee and the County agree to work together in good faith to support youth services, which include recreation, workforce support, childcare and to, generally, create an environment for youth to come together, engage and inspire one another. To that end, prior to the issuance of the certificate of use and occupancy, Grantee, Property Owner and County will enter into an agreement permitting the County's use of certain space located within the building to be constructed and/or on the Property. Such an agreement shall be in place before November 1, 2026. Failure to enter into such an agreement shall be considered a material breach.

X. DISPUTES

If during the term of this Agreement, any dispute arises between the Parties relating to the performance of this Agreement, each Party shall make a reasonable effort to resolve such dispute by mutual negotiation, adjustment and compromise. Under no circumstance, however, shall the authorized budgetary appropriation for the Grant be exceeded.

Any dispute concerning a question of fact arising under this Agreement, which is not disposed of by mutual consent, shall be decided by the County's Chief Administrative Officer. Pending final decision of the dispute hereunder, the Grantee shall proceed diligently with the activities set forth in this Agreement.

XI. WAIVERS

The failure of the Parties to enforce at any time the provisions of this Agreement, or to exercise any option which may be provided herein, shall in no way be construed as a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the Parties to enforce thereafter each provision.

XII. TERMINATION

- A. By the Grantee. This Agreement may be terminated by the Grantee upon at least thirty (30) days' written notification to the County. The Grantee's written notice shall set forth reasons for the termination, the effective date of termination and, in the case of a partial termination, the portion to be terminated. If, in the case of a partial termination, the County determines that the remaining Grant funds will not accomplish the purposes for which the Grant was made, the County may terminate the Agreement in its entirety.
- B. By the County. This Agreement may be terminated by the County upon at least thirty (30) days' written notice to the Grantee, for any of the following reasons:
 - 1. Default. For default, as defined in Section XII of this Agreement.
 - 2. Failure to Maintain Insurance. If the Grantee fails to maintain in effect the insurance policy required by Section XV of this Agreement or fails to provide the County with evidence of the insurance.
 - 3. Best Interest of the County. If the County determines that termination is in the best interest of the County.

XIII. DEFAULT, REPAYMENT AND REMEDIES

- A. Default. A default shall consist of (i) any use of Grant funds for any purpose other than authorized by this Agreement; (ii) transfer of the Property by the Property Owner without the written consent of County during the Term of this Agreement; or (iii) any material breach of any covenant, agreement, provision, representation or warranty of the Grantee which was made in this Agreement, subject to any and all applicable notice and/or cure period provided herein.
- B. Suspension. Upon the occurrence of any default (subject to the expiration of any and all applicable notice and/or cure periods, as the case may be), the County may immediately suspend the Grantee's authority to receive any Grant funds at any time by notice to the Grantee.
- C. [Intentionally Deleted].
- D. Notice and Cure. If a default occurs, the County shall provide written notice to the Grantee to cure the default, and the Grantee shall have thirty (30) days from the date the County's notice was postmarked to cure the default. After the conclusion of the 30-day period, if the Grantee has not cured the default, but is diligently pursuing such cure, County shall provide Grantee a reasonable extension of the cure period.

- E. Termination. In the event of termination:
 - 1. The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
 - 2. The County may immediately demand repayment of all or a portion of the Grant funds which have been disbursed; and
 - 3. The County's remedies of withholding disbursement and of obtaining repayment as described in paragraphs (1) and (2) above may be exercised contemporaneously with remedies pursuant to Section F below, and all such rights shall survive any termination of this Agreement.
- F. Other Remedies. If a default occurs, the Parties may at any time proceed to protect and enforce all rights available to the Parties, by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

XIV. GRANTEE'S CERTIFICATIONS

The Grantee certifies to the County that:

- A. The Grantee is a duly organized and validly existing nonprofit entity under Maryland law, and has all requisite power and authority to enter into this Agreement; and
- B. The Grantee is the authorized manager of the Property Owner; and
- C. This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee.
- D. Grantee shall publicly advertise to the general public the services it provides via its website, mailing list, email list, press releases for its larger events at the Property.

XV. AUDIT AND INSPECTIONS

- A. Financial Audit. Within one hundred twenty (120) days of the issuance of the certificate of use and occupancy, the Grantee shall provide a final financial audit of its use of the Grant, including all expenses paid with the Grant. The audit is to be conducted in accordance with generally accepted auditing standards. Grantee shall submit a copy of the audit to the County Executive and County Council in compliance with section 22.1000 of the County Code.
- B. County Audits and Inspections. During redevelopment of the Property, Grantee shall make financial records available to the County or its designees at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit

reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee of written notice from the County of such deficiency.

- C. Failure to Comply. Failure of the Grantee to comply with the above requirements in this Section XIV will constitute a violation of this Agreement and may result in the withholding of future payments and other available remedies.

XVI. INSURANCE

Grantee shall obtain and maintain general liability insurance as necessary to protect Grantee and the County from any legal action, tort, contract, or other liability which may be raised against the Grantee or County. Grantee shall provide the County with evidence of insurance as the County may require, including evidence that the policies may not be terminated without thirty (30) days' prior written notice to the County.

XVII. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND RELATED GOALS

- A. The Grantee certifies that it now complies and will continue to comply with all applicable federal, state and local laws and regulations pertaining to equal opportunity and equal employment practices, including but not limited to the Americans with Disabilities Act of 1990, and Title 12 Subtitle 2 of the County Code.

- B. By executing this Agreement, the Grantee agrees and affirms that it accepts and will conform to the following:

Howard County expects that the Grantee will not discriminate against any employee, applicant for employment or program participant because of race, creed, religion, disability, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, personal appearance, familial status, source of income, or gender identity or expression. The Grantee will take affirmative action to ensure that applicants, employees and participants in a program are treated equally without discrimination.

- C. Grantee acknowledges the benefit of the County's (1) Equal Business Opportunity program, which was established to foster overall equity and fairness to all citizens; (2) Local Business Initiative which promotes the growth and success of local businesses; and (3) Living Wage Rate which benefits employees of certain contractors and subcontractors of Howard County. The Grantee will set substantially similar goals and use commercially reasonable efforts to:

1. Obtain at least 15% minority-owned, women-owned or disabled-owned contractor or subcontractor participation for the redevelopment of the Property;
2. Use local contractors as applicable for the redevelopment of the Property; and

3. Consider the Living Wage Rate, which is subject to change annually when procuring services related to the redevelopment of the Project.

XVIII. LIABILITY LIMITATIONS

By this Agreement, the Parties expressly acknowledge that Grantee is not acting as an agent for the County but is acting in the capacity of an independent contractor. In addition, Grantee agrees to indemnify and save the County harmless from and against all claims, actions, damages, liability and expense, including attorney's fees, relating to loss of life, personal injury and/or damage to property arising from or out of the performance of its responsibility as stated in this Agreement, or occasioned in whole or in part by any act or omission of Grantee, its agents or employees. This Section XVIII shall continue to survive and be enforceable following termination of this Agreement for a period of two (2) years.

XIX. CONFLICT OF INTEREST

The Grantee certifies that the authorized representative of the Grantee who is executing this Agreement has read and understands the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

XX. NOTICES

Communication and details concerning this Agreement shall be directed to the following representatives:

County:	Howard County, Maryland
Contact:	Chief Administrative Officer
Address:	3430 Courthouse Drive
State, Zip:	Ellicott City, MD 21043
Telephone:	410-313-2171
Grantee:	Columbia Community Concepts, Inc.
Contact:	Jonathan Browne
Title:	President
Street Address:	8115 Maple Lawn Boulevard, Suite 275
City, State, Zip:	Fulton, Maryland 20759
Telephone:	(443) 538-4527

XXI. MEDIA AND PRINTED MATERIALS

Grantee will acknowledge receipt of funding from Howard County Government in all related media and printed materials.

XXII. MISCELLANEOUS

- A. Funding. The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- B. Modifications. All conditions pertaining to this Agreement shall be binding and no verbal modifications by either part shall be enforceable. Amendments to this Agreement must be in writing and executed by both parties.
- C. Assignment. Grantee may not, during the terms of this Agreement, assign or subcontract all or any part of the Grant award without prior written consent of County.
- D. Extension. The County, in its sole discretion, may extend this Agreement beyond the initial one-year term, provided the Grantee is satisfactorily complying with the terms and conditions set forth herein.
- E. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.
- F. Amendments. The parties hereto may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both parties.
- G. Severability. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- H. Local Businesses. If the Grant consists entirely of County funds, the Grantee, in a manner consistent with Howard County Executive Order No. 2021-15 will make reasonable efforts to select local businesses when purchasing goods or services.
- I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties.

[SIGNATURES ON FOLLOWING PAGE]

FY 2026 PAYGO Grant to Columbia Community Concepts, Inc.

ATTEST:

Columbia Community Concepts, Inc. a Maryland nonprofit corporation

Signed by:
Heather Snyder
FEDA3E939C124F4...

BY: Signed by:
Jonathan Browne
1A18BDA39F9B400...
Jonathan Browne, President

ATTEST:

HOWARD COUNTY, MARYLAND

DocuSigned by:
Brandee Ganz 8/1/2025
2C0A7BD263274CE...
Brandee Ganz
Chief Administrative Officer

Signed by:
Calvin Ball
1D9B549946C3492...
Calvin Ball
County Executive
Date Signed: 8/1/2025

APPROVED FOR SUFFICIENCY OF FUNDS:

DocuSigned by:
Rafiu Ighile 7/31/2025
18E045A7597F41C...
Rafiu Ighile
Director of Finance

APPROVED FOR BUDGET SUFFICIENCY:

DocuSigned by:
Holly Sun 7/30/2025
EE9D59657007461...
Holly Sun
Budget Director

APPROVED FOR FORM AND LEGAL SUFFICIENCY

THIS DAY OF _____, 2025
DocuSigned by:
Gary W. Kuc 7/30/2025
2FF4461407704C3...
Gary W. Kuc
County Solicitor

Reviewing Attorney:

Signed by:
Kristen Bowen Perry 7/30/2025
2BA2C7F46953427...
Kristen Bowen Perry
Deputy County Solicitor

[ACKNOWLEDGEMENT OF OWNER ON FOLLOWING PAGE]

ACKNOWLEDGEMENT OF COLUMBIA FLIER OWNER, LLC

Columbia Flier Owner, LLC hereby acknowledges it has received and reviewed the terms and conditions of the foregoing Grant Agreement between Howard County and Columbia Community Concepts, Inc. and understands the requirement that an agreement between the parties must be entered into prior to the issuance of the certificate of use and occupancy for the Property, which shall be in place prior to November 1, 2026, permitting the County’s use of certain space located within the building to be constructed and/or on the Property.

ATTEST:

Columbia Flier Owner, LLC

Signed by:
Heather Snyder
FEDA9E939C124F4...

BY: Signed by:
Brian Kim
28C8C7571CFC444...

Name: Heather Snyder

Name: Brian Kim

Title: Managing Director

EXHIBIT A

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is entered this 18th day of July, 2024, by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (the "County") and **COLUMBIA COMMUNITY CONCEPTS, INC.**, a Maryland nonprofit corporation (the "Grantee").

RECITALS

- A. Pursuant to Section 22.700 of the County Code, the County is authorized to make grants to nonprofit agencies which provide services to County residents, and such grants may be funded from County or designated private, State, regional, or federal funds.
- B. The Grantee is a non-profit entity that endeavors to (1) to promote the health and welfare of the community and lessen the burdens of government by providing access to public recreational amenities and programs that are available to the general public without regard to race, creed, color, religion, or other protected class; and (2) provide resources to improve the health, safety, and welfare and economic standing of community members.
- C. The Grantee is directing the redevelopment of certain real property located at 10750 Little Patuxent Parkway, Columbia, Maryland 20144, also known as the Columbia Flier Building (the "Property") owned by Columbia Flier Owner, LLC (the "Property Owner").
- D. By authority of the Annual Budget and Appropriation Ordinance for Fiscal Year 2024 - 2025 (FY25), the County wishes to provide, and the Grantee accepts the grant funds subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Grantee agree as follows:

I. TERM OF AGREEMENT

This Agreement shall become effective upon the date first written above. Unless sooner terminated pursuant to Section XI of this Agreement, this Agreement shall remain in effect through the later of (i) the ninetieth (90) day after issuance of the certificate of use and occupancy for the improvements to be constructed on the Property, or (ii) June 30, 2028 (Fiscal Year 2028).

II. GRANT AMOUNT

The County agrees to provide the Grantee with funds for Fiscal Year 2024 to 2025 in an amount not to exceed amount **TWENTY MILLION DOLLARS (\$20,000,000.00)** (the "Grant").

III. USE OF GRANT FUNDS

Grant funds may be used for the following purposes: (a) repayment of any costs incurred in connection with the redevelopment of the Property; (b) payment of incurred pre-development expenses, approved by the Grantee, including, architects fees, survey costs, title search costs and premiums, costs incurred for third party consultants assisting with the planning, design or overall redevelopment of the Property, (c) payment of any and all construction costs associated the construction of the Property into a mixed-use building, which includes, community space, office space and other ancillary uses consistent with the development plan of the Property; and (d) payment of consulting fees to affiliates of the Grantee for services provided in connection with the construction, development and management of the Property.

IV. DISBURSEMENTS

- A. General. The County shall disburse the grant award in one lump sum payment, subject to the continued compliance by the Grantee with all the terms and conditions of this Agreement.
- B. [Intentionally Deleted]
- C. [Intentionally Deleted]
- D. Disbursement to Grantee. The disbursement will be made directly from the County to the Grantee.

V. REPORT

Grantee shall provide the County with an annual program report on Grantee's use of the grant and send copies to the County Executive and the County Council, on or before December 1, 2025. For avoidance of doubt, these annual program reports are separate and apart from the final financial audit described in Section XIII.

VI. RECORDS

Records to be maintained. For a period of three (3) years subsequent to the issuance of the certificate of use and occupancy, the Grantee shall maintain sufficient records to enable the County to determine whether the Grantee has met the requirements of this Agreement. This Section VI shall continue to survive and be enforceable following termination of this Agreement.

VII. MONITORING

For the purposes of monitoring this Agreement and determining whether Grantee is complying with this Agreement, the County shall have access to and the right to examine any books, accounts, and/or records of Grantee.

VIII. PROJECT AND USE AGREEMENT

The County and the Grantee acknowledge the importance of the redevelopment of the Property with the goal to provide youth and their families safe and inclusive spaces with access to resources, programs and services. The Grantee and the County agree to work together in good faith

to support youth services, which include recreation, workforce support, childcare and to, generally, create an environment for youth to come together, engage and inspire one another. To that end, prior to the issuance of the certificate of use and occupancy, Grantee, Property Owner and County will enter into an agreement permitting the County's use of certain space located within the building to be constructed and/or on the Property. Failure to enter into such agreement shall be considered a material breach.

IX. DISPUTES

If during the term of this Agreement, any dispute arises between the parties relating to the performance of this Agreement, each party shall make a reasonable effort to resolve such dispute by mutual negotiation, adjustment and compromise. Under no circumstance, however, shall the authorized budgetary appropriation for the Grant be exceeded.

Any dispute concerning a question of fact arising under this Agreement, which is not disposed of by mutual consent, shall be decided by the County's Chief Administrative Officer. Pending final decision of the dispute hereunder, the Grantee shall proceed diligently with the activities set forth in this Agreement.

X. WAIVERS

The failure of the parties to enforce at any time the provisions of this Agreement, or to exercise any option which may be provided herein, shall in no way be construed as a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each provision.

XI. TERMINATION

- A. By the Grantee. This Agreement may be terminated by the Grantee upon at least thirty (30) days' written notification to the County. The Grantee's written notice shall set forth reasons for the termination, the effective date of termination and, in the case of a partial termination, the portion to be terminated. If, in the case of a partial termination, the County determines that the remaining Grant funds will not accomplish the purposes for which the Grant was made, the County may terminate the Agreement in its entirety.
- B. By the County. This Agreement may be terminated by the County upon at least thirty (30) days' written notice to the Grantee, for any of the following reasons:
 - 1. Default. For default, as defined in Section XI of this Agreement.
 - 2. Failure to Maintain Insurance. If the Grantee fails to maintain in effect the insurance policy required by Section XIV of this Agreement or fails to provide the County with evidence of the insurance.
 - 3. Best Interest of the County. If the County determines that termination is in the best interest of the County.

XII. DEFAULT, REPAYMENT AND REMEDIES

- A. **Default.** A default shall consist of (i) any use of Grant funds for any purpose other than authorized by this Agreement; (ii) transfer of the Property by the Property Owner without the written consent of County during the Term of this Agreement; or (iii) any material breach of any covenant, agreement, provision, representation or warranty of the Grantee which was made in this Agreement, subject to any and all applicable notice and/or cure period provided herein.
- B. **Suspension.** Upon the occurrence of any default (subject to the expiration of any and all applicable notice and/or cure periods, as the case may be), the County may immediately suspend the Grantee's authority to receive any Grant funds at any time by notice to the Grantee.
- C. [Intentionally Deleted]
- D. **Notice and Cure.** If a default occurs, the County shall provide written notice to the Grantee to cure the default, and the Grantee shall have thirty (30) days from the date the County's notice was postmarked to cure the default. After the conclusion of the 30-day period, if the Grantee has not cured the default, but is diligently pursuing such cure, County shall provide Grantee a reasonable extension of the cure period.
- E. **Termination.** In the event of termination:
1. The Grantee's authority to request a disbursement shall cease and the Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
 2. The County may immediately demand repayment of all or a portion of the Grant funds which have been disbursed; and
 3. The County's remedies of withholding disbursement and of obtaining repayment as described in paragraphs (1) and (2) above may be exercised contemporaneously with remedies pursuant to Section F below, and all such rights shall survive any termination of this Agreement.
- F. **Other Remedies.** If a default occurs, the County may at any time proceed to protect and enforce all rights available to the County, by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

XIII. GRANTEE'S CERTIFICATIONS

The Grantee certifies to the County that:

- A. The Grantee is a duly organized and validly existing nonprofit entity under Maryland law, and has all requisite power and authority to enter into this Agreement; and
- B. The Grantee is the authorized manager of the Property Owner; and
- C. This Agreement has been duly authorized, executed and delivered by the Grantee in

such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee.

- D. Grantee shall publicly advertise to the general public the services it provides via its website, mailing list, email list, press releases for its larger events at the Property.

XIV. AUDIT AND INSPECTIONS

- A. **Financial Audit.** Within one hundred twenty (120) days of the issuance of the certificate of use and occupancy, the Grantee shall provide a final financial audit of its use of the Grant, including all expenses paid with the Grant. The audit is to be conducted in accordance with generally accepted auditing standards. Grantee shall submit a copy of the audit to the County Executive and County Council in compliance with section 22.1000 of the County Code.
- B. **County Audits and Inspections.** During redevelopment of the Property, Grantee shall make financial records available to the County or its designees at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee of written notice from the County of such deficiency.
- C. **Failure to Comply.** Failure of the Grantee to comply with the above requirements in this Section XIII will constitute a violation of this Agreement and may result in the withholding of future payments and other available remedies.

XV. INSURANCE

Grantee shall obtain and maintain general liability insurance as necessary to protect Grantee and the County from any legal action, tort, contract, or other liability which may be raised against the Grantee or County. Grantee shall provide the County with evidence of insurance as the County may require, including evidence that the policies may not be terminated without thirty (30) days' prior written notice to the County.

XVI. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS AND RELATED GOALS

- A. The Grantee certifies that it now complies and will continue to comply with all applicable federal, state and local laws and regulations pertaining to equal opportunity and equal employment practices, including but not limited to the Americans with Disabilities Act of 1990, and Title 12 Subtitle 2 of the County Code.
- B. By executing this Agreement, the Grantee agrees and affirms that it accepts and will conform to the following:

Howard County expects that the Grantee will not discriminate against any employee, applicant for employment or program participant because of race, creed, religion, disability, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, personal appearance, familial status, source of income, or gender identity or expression. The Grantee will take affirmative action to ensure that

applicants, employees and participants in a program are treated equally without discrimination.

C. Grantee acknowledges the benefit of the County’s (1) Equal Business Opportunity program, which was established to foster overall equity and fairness to all citizens; (2) Local Business Initiative which promotes the growth and success of local businesses; and (3) Living Wage Rate which benefits employees of certain contractors and subcontractors of Howard County. The Grantee will set substantially similar goals and use commercially reasonable efforts to:

1. obtain at least 15% minority-owned, women-owned or disabled-owned contractor or subcontractor participation for the redevelopment of the Property;
2. use local contractors as applicable for the redevelopment of the Property; and
3. consider the Living Wage Rate, which is subject change annually when procuring services related to the redevelopment of the Project.

XVII. LIABILITY LIMITATIONS

By this Agreement, the parties expressly acknowledge that Grantee is not acting as an agent for the County but is acting in the capacity of an independent contractor. In addition, Grantee agrees to indemnify and save the County harmless from and against all claims, actions, damages, liability and expense, including attorney's fees, relating to loss of life, personal injury and/or damage to property arising from or out of the performance of its responsibility as stated in this Agreement, or occasioned in whole or in part by any act or omission of Grantee, its agents or employees. This Section XVI shall continue to survive and be enforceable following termination of this Agreement for a period of two (2) years.

XVIII. CONFLICT OF INTEREST

The Grantee certifies that the authorized representative of the Grantee who is executing this Agreement has read and understands the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

XIX. NOTICES

Communication and details concerning this Agreement shall be directed to the following representatives:

County:	Howard County, Maryland
Contact:	Chief Administrative Officer
Address:	3430 Courthouse Drive
State, Zip:	Ellicott City, MD 21043
Telephone:	410-313-2171

Grantee: Columbia Community Concepts, Inc.
Contact: Jonathan Browne
Title: President
Street Address: 8115 Maple Lawn Boulevard, Suite 275
City, State, Zip: Fulton, Maryland 20759
Telephone: (443) 538-4527

XX. MEDIA AND PRINTED MATERIALS

Grantee will acknowledge receipt of funding from Howard County Government in all related media and printed materials.

XXI. MISCELLANEOUS

- A. **Funding.** The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- B. **Modifications.** All conditions pertaining to this Agreement shall be binding and no verbal modifications by either part shall be enforceable. Amendments to this Agreement must be in writing and executed by both parties.
- C. **Assignment.** Grantee may not, during the terms of this Agreement, assign or subcontract all or any part of the Grant award without prior written consent of County.
- D. **Extension.** The County, in its sole discretion, may extend this Agreement beyond the initial one-year term, provided the Grantee is satisfactorily complying with the terms and conditions set forth herein.
- E. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.
- F. **Amendments.** The parties hereto may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both parties.
- G. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- H. **Local Businesses.** If the Grant consists entirely of County funds, the Grantee, in a manner consistent with Howard County Executive Order No. 2021-15 will make reasonable efforts to select local businesses when purchasing goods or services.
- I. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties.


[SIGNATURES ON FOLLOWING PAGE]

FY 2025 PAYGO Grant to Columbia Community Concepts, Inc.

ATTEST:


Columbia Community Concepts, Inc. a Maryland nonprofit corporation




BY: 
Jonathan Browne, President

ATTEST:

HOWARD COUNTY, MARYLAND


DocuSigned by:
 7/1/2024

2CDA7BD263274CE...
Brandee Ganz
Chief Administrative Officer

DocuSigned by:



1D95E49920C3482...
Calvin Ball
County Executive 7/1/2024
Date Signed: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DocuSigned by:
 7/1/2024

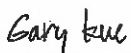
84B0EE37B/A7425...
Rafiu Ighile
Director of Finance

APPROVED FOR BUDGET SUFFICIENCY:

DocuSigned by:
 7/1/2024


1E9D09657007461...
Holly Sun
Budget Director

APPROVED FOR FORM AND LEGAL SUFFICIENCY

THIS _____ DAY OF _____, 2024
DocuSigned by:
 6/28/2024

2EE4461407704C3...
Gary W. Kuc
County Solicitor

Reviewing Attorney:

DocuSigned by:
 2024

2BA2C7E26953427...
Kristen Bowen Perry
Deputy County Solicitor

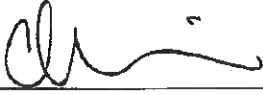
[ACKNOWLEDGEMENT OF OWNER ON FOLLOWING PAGE]

ACKNOWLEDGEMENT OF COLUMBIA FLIER OWNER, LLC

Columbia Flier Owner, LLC hereby acknowledges it has received and reviewed the terms and conditions of the foregoing Grant Agreement between Howard County and Columbia Community Concepts, Inc. and understands the requirement that an agreement between the parties must be entered into prior to the issuance of the certificate of use and occupancy for the Property, permitting the County's use of certain space located within the building to be constructed and/or on the Property.

ATTEST:

Columbia Flier Owner, LLC



BY: 

Name: Claire Kim

Name: Brian Kim

Title: President

Certificate Of Completion

Envelope Id: BA2AE753-883E-4CB6-A066-692FC0868858

Status: Completed

Subject: Complete with Docusign: Amended and Restated Flier Grant Agreement (partially executed).pdf

Source Envelope:

Document Pages: 20

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Oluwafunmilola Oduyoye

AutoNav: Enabled

Ellicott City, MD 21043

Envelopeld Stamping: Enabled

ooduyoye@howardcountymd.gov

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

IP Address: 167.102.191.18

Record Tracking

Status: Original

Holder: Oluwafunmilola Oduyoye

Location: DocuSign

7/29/2025 4:19:05 PM

ooduyoye@howardcountymd.gov

Signer Events

Kristen Bowen Perry

kperry@howardcountymd.gov

County Solicitor

Howard County Government

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

2BA2C7F46953427...

Signature Adoption: Pre-selected Style

Using IP Address: 167.102.191.18

Timestamp

Sent: 7/29/2025 4:21:59 PM

Viewed: 7/30/2025 8:47:41 AM

Signed: 7/30/2025 8:50:43 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Gary Kuc

gkuc@howardcountymd.gov

County Solicitor

November

Security Level: Email, Account Authentication
(None)

DocuSigned by:

2FF4461407704C3...

Signature Adoption: Pre-selected Style

Using IP Address: 167.102.191.18

Sent: 7/30/2025 8:50:44 AM

Viewed: 7/30/2025 3:55:32 PM

Signed: 7/30/2025 6:36:34 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Holly Sun

hsun@howardcountymd.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:

EE9D59657007461...

Signature Adoption: Pre-selected Style

Using IP Address: 71.121.232.180

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Viewed: 7/30/2025 8:26:34 PM

Signed: 7/30/2025 8:28:12 PM

Electronic Record and Signature Disclosure:

Accepted: 4/28/2020 5:39:24 PM

ID: f5fb638d-516b-4896-8c42-da5e2c4a6933

Rafiu Ighile

righile@howardcountymd.gov

Director of Finance

Howard County Procurement Office

Security Level: Email, Account Authentication
(None)

DocuSigned by:

18E045A7597F41C...

Signature Adoption: Pre-selected Style

Using IP Address: 167.102.191.18

Sent: 7/30/2025 8:28:14 PM

Viewed: 7/31/2025 8:33:32 AM

Signed: 7/31/2025 3:27:47 PM


Electronic Record and Signature Disclosure:

Accepted: 9/8/2020 5:22:32 PM

ID: 3da7b0d5-b1c2-486b-b3b1-5ed7f5646fbe

Signer Events	Signature	Timestamp
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Brandee Ganz
 bganz@howardcountymd.gov
 Acting County Executive
 Howard County Government
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 2C0A7BD263274CE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 71.121.242.139

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 Signed: 8/1/2025 4:49:26 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Calvin Ball
 ecomm@howardcountymd.gov
 CE
 Security Level: Email, Account Authentication (None)

Signed by:

 1D9B549946C3492...
 Signature Adoption: Pre-selected Style
 Using IP Address:
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Sent: 8/1/2025 4:49:27 PM
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 Signed: 8/1/2025 8:06:56 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/1/2025 8:06:46 PM
 ID: 97dc917b-84ea-4d67-bee1-24c9c2559ce4

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/1/2025 8:06:46 PM
Signing Complete	Security Checked	8/1/2025 8:06:56 PM
Completed	Security Checked	8/1/2025 8:06:56 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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electronically from us.

How to contact Howard County Government:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: glovelace@howardcountymd.gov

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glovelace@howardcountymd.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to glovelace@howardcountymd.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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