Mayor and Council
Work Session and Special Session (51st Voting Session)
November 17, 2026
Agenda

"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."
"The City of Hagerstown shall be a community focused municipality"

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

"Believe and you're halfway there" – Theodore Roosevelt

4:00 PM WORK SESSION

4:00 PM 1. Proclamation: Children's Grief Awareness Day

4:05 PM 2. Proclamation: Boy's & Girl's Club 85th Anniversary

4:10 PM 3. Hagerstown Ice Amateur Athletic Association (HIAAA) Presentation – Eric Deike, Director of Public Works, Paul Sweeney, HIAAA Board President and Jeff Musser, HIAAA General Manager

4:30 PM 4. R. W. Johnson Community Center Update – *Board of Directors*

4:45 PM 5. Preliminary Agenda Review

4:55 PM 6. FUSE Executive Fellowship - *Amanda Gregg, Director of Housing & Community Development*

5:25 PM 7. FY'27 Employee Stipends Revision: Transition to Bi-Weekly Pay Cycle – *Michelle Hepburn, Chief Financial Officer*

5:30 PM 8. Follow-up Discussion: Annexation of Burkholder Lane and McDade Road – *Stephen Bockmiller, Deputy Director for Planning and Zoning*

6:00 PM 9. Rules of Procedure – *Mayor and City Council*

10. **FY27 Community Development Block Grant (CDBG) Subrecipient Agreements,**
Letizia Turner, Planning and Outreach Coordinator
Amanda Gregg, Director

SPECIAL SESSION

6:10 PM 1. Approval of a Resolution: FUSE Executive Fellowship Agreement

2. Approval of Extension of Contract: Cable Franchise Agreement - River Oaks (Parker, CO) $ 15,000.00

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Proclamation: Children's Grief Awareness Day

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Proclamation: Boy's & Girl's Club 85th Anniversary

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Hagerstown Ice Amateur Athletic Association (HIAAA) Presentation – Eric Deike, Director of Public Works, Paul Sweeney, HIAAA Board President and Jeff Musser, HIAAA General Manager

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Memo_HIAAA_Presentation_November_2026.pdf	Hagerstown Ice Amateur Athletic Association Annual Presentation

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: October 30, 2026

RE: Hagerstown Ice Amateur Athletic Association
Annual Presentation

The Hagerstown Ice Amateur Athletic Association (HIAAA) will be presenting their annual report as required by the User Agreement between the HIAAA and the City. HIAAA Board President, Paul Sweeney, will be in attendance along with their General Manager, Jess Musser. The presentation will provide usage data, financial information, capital improvement information, and future goals.

HIAAA will provide a PowerPoint presentation to the Mayor and Council.

Att: None
C: Michelle Hepburn, CFO

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
R. W. Johnson Community Center Update – *Board of Directors*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
FUSE Executive Fellowship - *Amanda Gregg, Director of Housing & Community Development*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
11.17.26_WS_Fuse_Position.pdf	FUSE MEMO

CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development
One East Franklin Street • Hagerstown, MD 21740
E-mail: codecompliance@hagerstownmd.org
Telephone: 301-739-8577, ext. 103 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Amanda L. Gregg, Director of Housing & Community Development

Date: November 17th, 2026

Re: FUSE Executive Fellowship

Staff recommend moving forward with a proposed two-year FUSE Executive Fellowship within the Department of Housing & Community Development. The fellow would provide full-time, dedicated capacity to develop a practical approach to acquiring and returning vacant and blighted properties to productive residential and commercial use. Following Council's questions, the project scope has been revised to clarify the work, expected deliverables, and the decisions that will return to the Mayor and City Council for consideration and approval.

The proposed fellowship would run from April 2027 through April 2029. ENOUGH funding support for the position provides for an initial focus on the South End, in coordination with San Mar Family and Community Services/Bester Community of Hope. The procedures, tools, and lessons developed would be designed for use throughout Hagerstown, subject to Council direction and available resources. The work would emphasize housing serving a range of incomes, homeownership opportunities, and viable commercial uses.

The fellowship would add capacity to move this work forward while existing staff continue managing their other responsibilities. The value is having someone whose full-time assignment is to research barriers, develop recommendations, coordinate partners, and help implement approved strategies.

Proposed work
The revised scope establishes the following sequence:

First 90 days: Review existing City work, property and code enforcement data, programs, ordinances, and potential funding tools; engage staff, residents, and community partners; and refine the work plan within the approved scope.

Year One, through April 2028: Evaluate priority South End properties and barriers to acquisition and rehabilitation; compare ownership, funding, sale, rental, and management options; develop procedures for citywide use; and present alternatives and a recommended implementation plan to Council before advancing new City commitments.

Year Two, through April 2029: Help carry out approved strategies, subject to available funding and additional approvals; track progress and obstacles; document procedures and lessons for other neighborhoods; and prepare a transition plan for City staff and partners.

Changes to the scope
The revised language removes assumptions about specific financing programs, ownership arrangements, or creation of a new investment entity. No development type, density, ownership model, or income restriction is predetermined. Recommendations would consider neighborhood conditions, infrastructure capacity, housing affordability and choice, and appropriate residential and commercial uses. The scope identifies tangible deliverables rather than guaranteeing a particular number of property acquisitions or completed rehabilitation projects.

Structure and oversight
FUSE would recruit and employ an experienced executive leader and handle compensation, benefits, and employment administration. Scott Nicewarner would serve as Executive Sponsor, and Amanda Gregg would provide day-to-day supervision. San Mar/Bester Community of Hope would serve in an advisory capacity and support community connections and ENOUGH coordination. Quarterly updates would keep Council informed of findings, progress, and upcoming decisions.
The fellow would not independently authorize property transactions, commit City funds, enter binding ownership or management arrangements, or establish a new entity. Recommendations involving these decisions, City policy changes, or changes to the Council-approved scope would return to the Mayor and City Council for consideration and approval. Other applicable approvals would be obtained separately.

City contribution
The proposed City contribution is $25,000 annually, totaling $50,000 over two years. The city would also provide workspace, computer equipment, and system access, and staff support under the agreement. Additional project-related expenses would require City authorization. The fellowship contribution does not establish a property acquisition or rehabilitation fund; funding for those activities would be addressed separately.

Council questions
The following responses address Council's questions and distinguish the fellowship request from future property investment decisions. Evaluating these options and providing Council with the information needed to make informed decisions are central parts of the fellow's assignment.

1. Who will be the funding entity which will then proceed to purchase the identified properties?
An entity has not been selected for future acquisitions developed through this work. Funding the fellowship does not determine who would fund or purchase properties. The fellow would evaluate acquisition and funding approaches and present recommendations for Council consideration. Existing City acquisition efforts would continue, with the fellow's work helping inform and strengthen those efforts.

2. To what degree will those properties then be held under that ownership?
No ownership or holding arrangement has been established through the fellowship proposal. The fellow would evaluate options such as rehabilitation and resale or longer-term ownership, including their costs, responsibilities, and implications. Proposed City participation would return to Council before a commitment is made.

3. For what duration and under what limitations on availability for marketable rent or sales?
No rental, resale, or affordability restriction has been selected through this proposal. Terms would depend on the property, intended use, funding source, and approved approach. Recommendations would identify restrictions and their duration before Council considers City commitments.

4. Will it be for some specified period of time and if so, what is the ownership and management relationship which will exist?
The two-year fellowship establishes the period for the fellow's work, not a property ownership or management term. A future proposal would identify the owner and manager, each party's responsibilities, the duration of the arrangement, and what happens when it ends.

5. If held by a nonprofit will those properties be converted to tax exempt and if so, what is the effect to the City assessable base?
The proposal does not establish nonprofit ownership or a tax-exempt arrangement. If nonprofit ownership is recommended, staff would obtain a property-specific review of potential tax treatment and effects on the City's assessable base and revenues. Council will receive that information as part of its consideration of the proposal.

6. Under what program will the properties be subject to inspection?
The fellowship does not propose a separate inspection program. City staff would identify applicable code, permitting, rental licensing, and inspection requirements, along with any additional funding requirements, as property options are evaluated. These requirements would be included in implementation recommendations.

7. Will there be a local property management entity and how will that be structured?
No property management entity has been selected, and rental management has not been predetermined. If a recommended approach includes rental properties, the fellow will evaluate management options, including local capacity, responsibilities, costs, and accountability.

8. Will that property management entity be required to show some form of proof of internal operations infrastructure in property management rentals?
If a management entity is proposed, staff would recommend requiring demonstrated capacity before entering an arrangement. The review should address staffing, maintenance, tenant services, financial controls, compliance, and reporting. Specific qualifications and obligations would be developed with the proposed management structure.

9. How will the private investment entity benefit from ownership and what is the plan for reinvestment over the program period?
No private investment entity, return, or reinvestment arrangement has been selected through this proposal. A recommendation involving private investment would explain the investor's financial benefit, obligations, risks, and proposed reinvestment requirements, along with the benefit to the City and community.

10. Will there be creation of a new investment entity, local Board of Directors, etc.?
Creating a new entity or board is not an established outcome. The fellow may evaluate whether existing organizations can carry out the recommended work or whether another structure warrants consideration. A proposal involving City participation in a new entity would return to Council for approval.

11. What role has and does representation from local entities such as HHA, GHC, Chamber and CHIEF expect to have in this process?
The revised scope calls for stakeholder engagement. Staff would seek input from these organizations about existing efforts, community needs, resources, and potential partnerships. The proposal does not assign them ownership, funding, management, or governance responsibilities. Any formal role would need to be discussed with the organization and clearly defined before being incorporated into a proposed arrangement.

12. What State and Federal programs will be used to carry out this program and what short and long term limitations are attached to those funding programs?
No specific property financing program has been selected for the approach the fellow would develop. The fellow would evaluate eligibility, permitted uses, matching or repayment obligations, affordability restrictions, reporting requirements, and long-term responsibilities before recommending a program. Existing City programs and commitments remain separate from this evaluation.

13. Do those programs have an investment lifecycle within the State and Federal budget framework?
This would be evaluated for each funding option. The review would identify application and award cycles, funding availability, spending deadlines, and obligations that may continue after funds are spent. Recommendations would identify reliance on future appropriations or renewals.

14. If the program does in fact include millions in grant funding and is being coupled with significant long term private nonprofit investment, what is the purpose of seeking this fractional amount from the City?
The proposed City contribution is $25,000 annually for two years, totaling $50,000, to support the fellowship and its dedicated capacity. Funding available to the broader partnership should not be assumed to be available or committed to City property acquisition and rehabilitation. The fellow would evaluate which resources can support this work and under what conditions. The City's contribution provides access to someone whose full-time assignment is to develop and help carry out this strategy, which existing staff currently balance with other responsibilities.

Requested action
Staff recommends approval of the proposed two-year FUSE fellowship and the City's $50,000 program contribution. The revised scope provides a defined assignment, City supervision, quarterly reporting, and Council decision points. Approval would provide dedicated capacity to answer the remaining investment questions and advance approved work while preserving Council's authority over future City commitments.

The revised project scope and FUSE–City of Hagerstown agreement are provided for Council's consideration. FUSE has also supplied municipal references from Seattle and Baltimore, with contact information available for Council follow-up.

Attachments: FUSE 2- Year Fellowship Draft Scope of Work
FUSE–City of Hagerstown Master Agreement

c. Michelle Hepburn, Chief Financial Officer

DRAFT SCOPE OF WORK FOR A
FUSE EXECUTIVE FELLOWSHIP

PROJECT DETAILS

Government: City of Hagerstown, Maryland

Department: Department of Housing & Community Development

Exec Sponsor: Scott Nicewarner, City Administrator, City of Hagerstown

Supervisor: Amanda Gregg, Director of Housing & Community Development, City of Hagerstown

Place-Based Partnership Liaison: Keith Fanjoy, Chief Executive Officer, San Mar Family and Community Services / Bester Community of Hope

Project Title: Developing a Citywide Approach to Vacant and Blighted Properties.

EXECUTIVE SUMMARY

The City of Hagerstown seeks to strengthen its approach to returning vacant and blighted properties to productive use, including mixed-income housing and viable commercial properties. The FUSE Executive Fellow will provide full-time, dedicated capacity to research barriers, help evaluate and recommend best-practice approaches that might be suitable to Hagerstown, develop practical procedures, and help carry out strategies approved by the Mayor and City Council.
Funding support through the ENOUGH partnership provides for an initial focus on the South End. The procedures and lessons developed through this work will be designed for application throughout Hagerstown. Year One will focus on research, stakeholder engagement, and strategic planning. Year Two will focus on helping implement approved strategies, evaluating progress, and preparing staff to continue the work.
The City's partnership with San Mar/Bester Community of Hope and its efforts to acquire and address vacant and blighted properties will continue regardless of the fellowship. The fellow will add dedicated capacity to help advance this work more expeditiously.

PROJECT BACKGROUND

Across the country, small and mid-sized cities are working to bring aging, vacant, and absentee-owned properties back into productive use. Left unaddressed, these properties lower neighboring home values, draw heavily on code enforcement and public safety resources, and limit residents' access to safe, quality housing. In Washington County, Maryland, a strong regional economy along the I-81 corridor has driven growth to nearly 158,000 residents, but housing has not kept pace. Countywide median home prices have climbed toward $320,000, and median rent has passed $1,100 per month, while median household income in Hagerstown remains well below the countywide figure and roughly 22% of city residents live

below the poverty line (U.S. Census Bureau). Neighborhoods like the South End face concentrated vacancy, deteriorating and absentee-owned properties, and limited private investment, with the greatest effects felt by lower-income families and children.

The City's Department of Housing & Community Development leads code enforcement and housing programs, including a dedicated blight reduction program, guided by the City's 10-year plan and the South End Neighborhood Action Plan. Through Maryland's ENOUGH Initiative, administered by the Governor's Office for Children, San Mar/BCOH serves as the Community Quarterback for the South End, bringing residents, service providers, and public partners together around shared neighborhood goals. ENOUGH funding support creates an opportunity for the City to receive a full-time, two-year FUSE fellow with a city contribution of $50,000 over the fellowship term. The fellow would provide dedicated capacity to advance the City's work on vacant and blighted properties. This funding supports the fellowship position; it does not establish a property acquisition or rehabilitation fund. A full-time 2-year employee to support the city's vacant property concerns is just one of those investment opportunities.

To help support these efforts, the fellow will work with the city staff to define effective strategies to address vacant and blighted properties, evaluate potential funding and partnership options including costs, requirements, restrictions, and long-term implications to be presented to city leadership and council for consideration.
The fellow's scope does not select or commit the City to a particular property disposition strategy, financing program, ownership structure, property management arrangement, or development project. The fellow will report to the Director of Housing & Community Development, with the City Administrator serving as Executive Sponsor.

Building on these efforts, Hagerstown has a timely opportunity to develop and implement procedures for rehabilitating blighted properties into housing serving a range of incomes, with an emphasis on homeownership opportunities and viable commercial properties, throughout the City, not only in the South End. The FUSE fellowship will help the City and San Mar/BCOH test these procedures in the South End, where momentum and community relationships already exist, and document the lessons, tools, and partnerships that can support future application in other City neighborhoods, subject to Council direction and available resources.

PROJECT APPROACH

The first 90 days of the fellowship will focus on in-depth discovery and relationship-building. Beginning in April 2027, the fellow will build on prior community engagement led by San Mar/BCOH and conduct a listening tour with key stakeholders, including the City Administrator's Office, the Department of Housing & Community Development, code enforcement, legal, finance, and planning staff, Washington County partners, South End residents and community organizations, and mission-aligned developers, lenders, and funders. The fellow will also review existing housing programs, property and code enforcement data, relevant ordinances, and available funding tools, and research best practices from comparable small and mid-sized cities. Based on these insights, the fellow will develop and present refined goals, priorities, and anticipated Year One deliverables for review and approval by the City's Executive Sponsor and Supervisor, in consultation with San Mar/BCOH leadership. This staff review will guide the fellow's work within the approved scope. Any proposed changes or recommendations involving City policy, funding

commitments, or the scope approved by Council will be brought to Mayor and City Council for consideration and approval.

For the remainder of Year One, the fellow will work with City staff and community partners to evaluate priority South End properties and identify barriers to acquisition, rehabilitation, and productive use. This work will build on existing City records and initiatives and consider ownership issues, rehabilitation feasibility, potential uses, funding options, management responsibilities, and potential effects on City revenues and services.

The fellow will prepare alternatives and a recommended implementation plan identifying proposed actions, estimated costs, responsible parties, funding requirements, and decisions needed from the Mayor and City Council. The plan will explain how the recommended procedures could be applied in other City neighborhoods. Recommendations will be presented to Council for consideration and approval before advancing new City commitments.

The fellow will report to the Director of Housing & Community Development, with the City Administrator serving as Executive Sponsor. San Mar/Bester Community of Hope will provide advice, community connections, and coordination with the ENOUGH Initiative. City staff will direct the fellow's day-to-day work, while Mayor and City Council retain authority over the policy and commitment decisions identified in this scope.

In Year Two, the fellow will help carry out approved strategies, subject to available resources and any additional required approvals. The fellow will track progress, identify obstacles, document procedures, and recommend adjustments for City review. Quarterly updates will keep Council informed of findings, progress, and upcoming decisions.

At the conclusion of the fellowship, the City will receive documented procedures, property research, evaluated funding and partnership options, a record of progress on approved activities, and a transition plan identifying responsibilities for continuing the work.

No specific development type, density, ownership model, or income restriction is predetermined through this fellowship. Recommendations will consider rehabilitation of existing buildings, appropriate residential and commercial uses, housing affordability and choice, neighborhood conditions, and infrastructure capacity. Any proposed City commitments will be presented to the Mayor and City Council with sufficient information to evaluate the benefits, costs, and obligations before approval.

EXPECTED DELIVERABLES

Year One — Research and develop recommendations

By April 2028, the fellow is expected to have:

- Reviewed priority vacant and blighted properties in the South End and identified barriers to acquisition, rehabilitation, and productive use.
- Evaluated potential ownership, funding, rehabilitation, sale, rental, and management approaches, including their costs, restrictions, responsibilities, and potential effects on the City.
- Developed proposed procedures that can be applied throughout Hagerstown.
- Presented findings, alternatives, and a recommended implementation plan to Mayor and City Council for consideration and approval before advancing new City commitments.

Year Two — Help implement approved strategies

By April 2029, the fellow is expected to have:

- Helped City staff and partners carry out the strategies approved by Mayor and City Council, subject to available funding and any additional project approvals.
- Tracked progress on approved activities, identified obstacles, and returned to Council when further direction or approval was needed.
- Documented the procedures, lessons, and tools developed through the initial South End work so they can be applied in other City neighborhoods.
- Prepared a transition plan identifying how City staff and partners can continue the work after the fellowship concludes.

City oversight

The fellow will work under City supervision, with San Mar/Bester Community of Hope serving in an advisory capacity. The fellow will not independently authorize property transactions, commit City funds, select a binding ownership or management structure, or establish a new entity. Recommendations involving those decisions will be presented to the Mayor and City Council for consideration and approval, with other applicable approvals obtained separately.

MASTER AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN, MARYLAND AND
FUSE CORPS, A CALIFORNIA NONPROFIT CORPORATION

THIS MASTER AGREEMENT ("Agreement") is made and entered into by and between FUSE Corps, a California nonprofit corporation ("FUSE") and the City of Hagerstown, Maryland ("City").

RECITALS

WHEREAS, FUSE is a nonprofit organization that operates an executive fellowship program dedicated to partnering with local governments and communities to more effectively address pressing challenges; and

WHEREAS, FUSE recruits, hires as employees, and places highly experienced professionals in governmental entities (the "Executive Fellows" and each, an "Executive Fellow") who are enrolled in the FUSE Executive Fellowship Program (the "Program"); and

WHEREAS, in connection with the Program, the City, through its various Agencies and Departments, may at its discretion accept the appointment of one or more FUSE Executive Fellows, in each case for the purpose of providing additional capacity in order to advance the goals of a specifically defined Executive Fellowship Project (the "Project").

WHEREAS, it is the intent of the parties that one or more City Agencies and Departments may participate in the Program by agreeing to place one or more Executive Fellows in accordance with the terms and conditions of Individual Placement Agreements in substantially the forms attached hereto as Attachment 1;

WHEREAS, the parties agree that funding commitments shall be set forth in each Individual Placement Agreement by each City Agency or Department that has requested the Executive Fellow(s); and

WHEREAS, it is the intent of the parties that this Master Agreement shall govern the general terms and conditions between the City, including all of the participating Agencies and Departments of the City, and FUSE as it relates to the City's participation in the Program; and

NOW, THEREFORE, in consideration of the premises and mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Effective Date**. The Term of this Agreement shall commence as of the date signed and expire on April 20, 2029, unless earlier terminated by the parties in accordance with the terms of this Agreement, (the "Term"). During the Term, all City Agencies wishing to participate in the Program must adhere to this Agreement.

2. **Placement**. Upon completion and execution of Individual Placement Agreements between FUSE and an authorized representative of Agencies or Departments of the City, FUSE

shall place Executive Fellows with the City in accordance with the terms of their respective Individual Placement Agreements, and the City shall accept such placements and agree to meet the requirements set forth therein.

3. **Services**. The services to be provided by FUSE under this agreement for each Executive Fellow that the City agrees to place are summarized in the corresponding Individual Placement Agreements.

4. **Program Fee**. For the specific project detailed in the Individual Placement Agreement included as Attachment #1, the City will pay a "Program Fee" of $50,000 to FUSE for one Executive Fellow for two years ($25,000 per year). Program Fees for any subsequent Individual Placement Agreements will be specified within those agreements. The Program Fee constitutes a flat-fee payment in exchange for the mutually agreed value of the services to be provided by FUSE and is not associated with any form of 'time and materials' or 'billable hours and direct costs' arrangement. The representative services to be provided by FUSE in exchange for the Program Fee are summarized in the Individual Placement Agreement, including a wide range of programmatic services provided by FUSE as well as the direct, day-to-day work of the Executive Fellow. These services include various pre-fellowship program activities conducted by FUSE over several months preceding the start date of the Executive Fellow, in addition to the services provided throughout the 24-month appointment period of the Executive Fellowship Project.

5. **Payment Schedule**. FUSE will submit invoices for the Program Fee to the financially responsible parties and according to the payment schedule detailed in the Individual Placement Agreement.

6. **Executive Fellow Compensation**. FUSE shall hire each Executive Fellow as an employee and provide for compensation and benefits to be provided to each Executive Fellow in exchange for services rendered in service to this Agreement and the corresponding Individual Placement Agreement. Except as described in Section 9 with respect to reimbursement of expenses, the City shall not be required or permitted to pay any supplemental compensation or provide any other form of compensation to the Executive Fellow or FUSE at any time.

7. **Fellowship and Supervisory Support**. Each Executive Fellow will be available to the City during the term of the appointment period with respect to the services described in the Individual Placement Agreement. The City shall provide each Executive Fellow with any relevant background information and materials, introductions to key stakeholders as determined by the City, regular feedback related to the nature and progress of the project at all stages of the work, as well as guidance and management as necessary to carry out the project.

8. **Workspace**. The City agrees to provide each Executive Fellow with a dedicated workspace, telephone services or similar means of communication, a computer, internet access, security clearance as appropriate and necessary to access the designated workplace and computing systems, office supplies, and any other physical or information resources related to the performance of services described in the Individual Placement Agreement. In a virtual or

hybrid work setting, the City will provide each Executive Fellow with the appropriate technology and access permissions required to carry out the project.

9. **Expenses**. During an Executive Fellow's appointment, the City, at its sole discretion, may authorize and pay for any reasonable project-related expenses incurred by the Executive Fellow in connection with the performance of services pursuant to the Individual Placement Agreement including, without limitation, business expenses, travel expenses, and office supplies, all in accordance with the City's applicable policies and procedures. FUSE does not anticipate that an Executive Fellow will normally incur any reimbursable expenses in the performance of their work, unless it is deemed necessary to do so by representatives of the City. In that instance, representatives of the City shall approve expenses at their sole discretion and also determine a means by which to provide the Executive Fellow with appropriate reimbursement within a reasonable time period for any approved expenses. Without limiting the forgoing, FUSE and the Executive Fellow shall not be required to incur any out-of-pocket expenses in connection with the performance of the services pursuant to the Individual Placement Agreement.

10. **Early Termination of an Individual Placement Agreement**. If the City elects, for any reason and at any time, to terminate an Executive Fellow's appointment pursuant to a signed Individual Placement Agreement, or if an Executive Fellow is unable, for any reason and at any time, to complete an appointment pursuant to a signed Individual Placement Agreement, then, subject to any advance notice provisions, the City may terminate the appointment by notifying FUSE in writing. The termination of an Individual Placement Agreement will not terminate nor have any impact on any of the terms within this overarching Master Agreement.

11. **Reimbursement of Program Fee with Early Termination**. In any instance where a signed Individual Placement Agreement is terminated prior to the date designated as the end of the Term, the Individual Placement Agreement will designate the reimbursement rate by FUSE of any amount of the Program Fee that has been paid by the City prior to date of termination and the forgiveness of any outstanding portions of the Program Fee that have not yet been paid by the City.

12. **Cooperation by the City**. The City shall assist and cooperate with FUSE and all Executive Fellows in the performance of services in accordance with this Agreement and each Individual Placement Agreement.

13. **No Employment Relationship; No Partnership**. At all times relevant to this Agreement, the parties, and any affiliates thereof, shall remain contractors independent of one another, and neither party (including representatives and sponsors of that party, the Executive Fellow) shall be deemed an employee, joint venture, or partner of the other. Neither party has the authority to bind the other and no employee, agent, sponsor, nor other representative of either party shall at any time be deemed to be under the joint control or authority of the other party, or under the joint control of both parties. Neither party shall have the right to control the other party; however, FUSE and the City mutually agree as to the objectives and the scope of the placements, as set forth in this Agreement and the applicable Attachment. Each party shall be solely responsible for the payment of its own federal, state, and local income taxes, as well

as any Social Security ("FICA") and unemployment ("FUTA") taxes that party may owe. FUSE and the Executive Fellow shall not be entitled to, and shall not seek any benefits made available to the City's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurance, group term life insurance, workers' compensation, participation in any retirement plan for the City's employees, a salary reduction plan for certain child care and medical care costs, or training programs.

14. **Disclaimer of Warranties; Indemnity**.

(a) FUSE makes no warranties of any kind, including but not limited to with services provided hereunder and under the Individual Placement Agreement, whether express, implied, statutory or otherwise. To the maximum extent permitted by law, FUSE disclaims all conditions, representations and warranties, whether express, implied, statutory or otherwise, with respect to the services provided hereunder and under the Individual Placement Agreement, including, without limitation, any implied warranty of merchantability, satisfactory quality or fitness for a particular purpose, or non-infringement of third-party rights.

(b) FUSE shall indemnify, protect and hold harmless the City and its officials, employees and agents (the "Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) FUSE's breach or failure to comply with any of its obligations contained in this Agreement, or (2) grossly negligent or willful acts, errors, omissions or misrepresentations committed by FUSE, its officers, employees or agents in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim"). If a court of competent jurisdiction determines that a Claim was caused by the sole gross negligence or willful misconduct of Indemnified Parties, FUSE Corps' costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole gross negligence or willful misconduct by the Indemnified Parties, or (2) reduced by the percentage of gross negligence or willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this Agreement. In no event shall FUSE be liable to City, whether in contract or in tort or under any other legal theory for, loss or interruption of use, lost time, lost money, lost profits or good-will, lost or damaged data or similar economic loss, or for any indirect, special, incidental, consequential, punitive, or similar damages, whether or not such damages are foreseen, arising out of or in connection with the performance or non-performance of this Agreement.

15. **Miscellaneous**.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither of the parties hereto shall assign its rights nor delegate its duties hereunder without the prior written consent of the other party.

(b) All notices hereunder shall be in writing and delivered in a manner described in this subsection. Such notices shall be deemed to have been given either: (i) when

personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; (iii) when delivered (and receipted for) by an overnight delivery service; or when first sent by email, telex, or other means of instantaneous communication provided such communication is promptly confirmed by personal delivery, mail or an overnight delivery service as provided above, addressed in each case to the principal place of business of the recipient. Either party may change the address for the giving of notices and communications to it by written notice to the other party in conformity with the foregoing.

(c) The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

(i) The representative of the City shall, unless otherwise stated in an Individual Placement Agreement, be:

Name: Scott Nicewarner
Title: City Administrator
Address: 1 East Franklin Street
City, State. Zip: Hagerstown, MD 21740
Phone: 301-739-8577 ext. 114
Email: snicewarner@hagerstownmd.org

(ii) The representative of FUSE shall be:

Melvin Carter
Chief Executive Officer
2261 Market Street STE 75367
San Francisco CA 94114
Phone: (855) 687-9905
Email: info@fusecorps.org

(d) No failure of any party to insist on strict compliance with any provision of this Agreement shall be deemed a waiver of such provision. No waiver by any party hereto of any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

(e) This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement among the parties with respect to the matters covered hereby. This Agreement shall not be altered or amended except by an instrument in writing signed by the parties hereto.

(f) The headings as to contents of particular sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not be construed as a part of this Agreement.

(g) This Agreement shall be enforced and interpreted under the laws of the State of Maryland without regard to conflict of law principles.

(i) In any action arising out of this Agreement, FUSE consents to personal jurisdiction, and agrees to bring all such actions, in state or federal courts located in the City.

(ii) If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

(h) FUSE is acting hereunder as an independent contractor and not as an agent or employee of the City. FUSE shall not represent or otherwise hold out itself or any of its Executive Fellows, directors, officers, partners, employees, or agents to be an agent or employee of the City.

(i) FUSE represents and warrants that, to its knowledge, FUSE's performance of its obligations under this Agreement does not infringe upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

16. <u>Master Agreement Termination</u>.

(a) The City and FUSE may each terminate this Master Agreement for convenience at any time by giving thirty (30) days written notice to the either party, provided that the provisions herein, including but not limited to Section 2, Section 3, Section 4, Section 5, Section 6 and Section 7 shall survive any such termination of this Agreement with respect to any then-serving Executive Fellows for the duration of such appointments. In addition, the City shall pay FUSE its reasonable and allowable costs incurred through the effective date of termination and those reasonable and necessary costs incurred by FUSE to affect such termination.

(b) Except for excusable delays, if FUSE fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, the City may give FUSE written notice of such default. If FUSE does not cure such default or provide a plan to cure such default which is acceptable to the City within a reasonable time or as permitted by the City, then the City may terminate this Agreement due to FUSE's breach of this Agreement.

(c) If a federal or state proceeding for relief of debtors is undertaken by or against FUSE, or if FUSE makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.

(d) If FUSE engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's lobbying policies, then the City may immediately terminate this Agreement.

(e) All finished or unfinished documents and materials produced or procured under this Agreement or an Individual Placement Agreement, including all intellectual property rights thereto, shall become the City's property upon date of such termination. FUSE agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that FUSE was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to (a) above.

(f) The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. **Ownership and License**.

(a) Unless otherwise provided for herein, all Work Products originated and prepared by FUSE for the City, its Executive Fellows or its subcontractors under this Agreement for the City shall be and remain the exclusive property of the City. "Work Products" are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. FUSE hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by FUSE, its Executive Fellows or its subcontractors for the City under this Agreement. FUSE further agrees to execute any documents reasonably necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

(b) FUSE, its Executive Fellows, and its subcontractors shall not provide or disclose any Work Product to any third party without prior written consent of the City.

(c) Any subcontract entered into by FUSE relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under this Agreement such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein.

18. **Insurance**. During the term of this Agreement, FUSE shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by FUSE.

19. **Americans With Disabilities Act**. FUSE and the City hereby certify that each will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq*., and its implementing regulations. FUSE and the City will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs,

services and activities in accordance with the provisions of the Americans with Disabilities Act. Neither FUSE nor the City will discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by FUSE, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

20. **Ratification**. Due to the need for FUSE's services to be provided continuously on an ongoing basis, FUSE may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

21. **Entire Agreement**.

(a) This Agreement contains the full and complete Agreement between the parties, inclusive of this Agreement and the following attachments and exhibits hereto:

Attachment 1: Individual Placement Agreement #1

(b) This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

(c) In the event of any inconsistency between the provisions in the body of this Agreement and the attachments and exhibits hereto, the provisions in this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

FUSE CORPS	**CITY OF HAGERSTOWN, MARYLAND**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment 1

FUSE CORPS
INDIVIDUAL PLACEMENT AGREEMENT

Developing a Citywide Approach to Vacant and Blighted Properties

1. General Terms and Conditions

The Department of Housing and Community Development with the City of Hagerstown ("Host Agency") and FUSE Corps ("FUSE") acknowledge that the terms and conditions of the Master Agreement between the City of Hagerstown and FUSE apply to all parties as it relates to the performance of this Individual Placement Agreement. In the event of any conflict between the Master Agreement and this Individual Placement Agreement, the Master Agreement shall govern.

2. Agreement Term. The Term of this Individual Placement Agreement shall commence as of date of signature and expire on April 20, 2029, unless earlier terminated by the parties in accordance with the terms of this Agreement (the "Term").

3. Period of Work. Within the Term, it is anticipated that the Executive Fellow's first day of work at the Host Agency will be Monday, April 26, 2027, and that the Executive Fellow's final day of work at the Host Agency will be Friday, April 20, 2029 (the Executive Fellow's "Period of Work").

4. Services to be Provided – Part A – Services Before the Fellowship. The following presents a representative summary of the services that FUSE will provide prior to the start of the Executive Fellows' Period of Work:

(a) Project Development: Convene meetings with Host Agency officials to identify project priorities. Clarify project idea through in-depth interviews with host agency officials and any relevant community-based stakeholders recommended by the agency who will be integral to the project's success. Compose a draft scope of work ("Project Description") for review by the host agency. Conduct rounds of edits as needed to finalize approval of the Project Description.

(b) Recruitment: Conduct a local and national candidate search, cultivating applicants from various job boards, associations, and networks. Respond to inquiries from interested applicants seeking additional information. Manage an online application portal and a candidate management system.

(c) Screening: Review applications to determine the most appropriate next steps for each candidate. Conduct an initial phone interview with candidates deemed to be most promising for the role. Conduct an additional follow-up video-interview with candidates deemed strong enough to reach the semi-finalist round.

(d) Selection: FUSE staff will select up to three finalists for each project from the candidate pool based on their assessment of the individuals whose skills and experience are most closely aligned with the role's requirements. Collect electronic references on those individuals from current and former employers, clients, or colleagues. Help coordinate logistics for finalist interviews with host agency officials and any other designated local stakeholders.

(e) On-Boarding: Hire the selected individual as an employee of FUSE Corps who will be dedicated to the specified project. Communicate with both the Executive Fellow and the Host Agency officials in the weeks leading up to the start of the fellowship to help prepare all parties for a successful fellowship.

(f) Orientation: Organize and facilitate a national orientation for all new Executive Fellows beginning at the same time of year within a designated fellowship cohort. Design and execute a robust array of training designed to prepare the Executive Fellow for their two-year fellowship, introducing them to the program's various tools and techniques, building peer-to-peer connections to help create an interactive community of practice among all Executive Fellows and alumni. FUSE will cover all costs and expenses for Executive Fellow to participate in orientation week.

5. **Services to be Provided – Part B – Services During the Fellowship.** The following presents a representative summary of the services that FUSE will provide during the Executive Fellows' Period of Work:

(a) Coaching: Provide the Executive Fellow with the option of an executive coach who will be available to work one-on-one with the Executive Fellow throughout the year

(b) On-Going Support: Organize and facilitate seminar calls hosted by staff, alumni, industry experts, and others to provide ongoing development and skill-building opportunities. Host an online communication platform to allow Executive Fellows to regularly ask questions of peers and FUSE staff as they pursue project goals.

(c) Ongoing Project Development and Evaluation: Schedule ongoing calls and formal evaluations with the Executive Fellow, host agency officials, and FUSE staff to ensure the project remains aligned with goals and evolves appropriately. Reviews will occur periodically throughout the fellowship to assess progress, make adjustments as needed, and plan for subsequent phases of the project.

(d) Gatherings: Organize and facilitate national gatherings for all Executive Fellows within a given cohort. These trainings are designed to review progress achieved and lessons learned to date, clarify plans for increasing impact during the remaining fellowship period, build plans for sustaining the impact of the project following the conclusion of the fellowship, and continue to foster interactive community of practice among all current Executive Fellows and alumni. FUSE will cover all costs and expenses for the Executive Fellow to participate in these gathering.

(e) Employment Management: Provide for payroll and benefit administration and all other responsibilities associated with the Executive's Fellow's status as a full-time employee of FUSE.

6. Services to be Provided – Part C – Fellowship Project Details. The Executive Fellow will provide dedicated capacity to help the City return vacant and blighted properties to productive residential and commercial use. ENOUGH funding support provides for an initial focus on the South End, with procedures and lessons designed for citywide application. Year One will focus on research, stakeholder engagement, and development of recommendations. Year Two will focus on helping implement approved strategies and preparing City staff and partners to continue the work. Recommendations involving City policy, funding commitments, property transactions, or ownership and management arrangements will be presented to the Mayor and City Council for consideration and approval before new City commitments are made.

7. Host Agency Management. The Host Agency will designate two specific employees of the City to play the following roles:

(a) Executive Sponsor: An Executive Sponsor is generally a senior official of the City and/or the host agency's leadership team. This individual should be a visible champion for the project within the host agency and should help ensure that the project achieves its full potential for impact. The Executive Sponsor will provide administrative oversight and approve project deliverables within the Council-approved scope. Decisions reserved for the Mayor and City Council will require separate Council consideration and approval.. The designated Executive Sponsor for this project will be Scott Nicewarner, City Administrator, City of Hagerstown

(b) Project Supervisor: The Project Supervisor is the day-to-day driver of the project and will work directly with the Executive Fellow to ensure that regular progress toward goals is being achieved. This individual will introduce the Executive Fellow to key stakeholders as appropriate, help resolve any misalignments between stakeholders that may arise, and help develop strategies to overcome any obstacles to progress. The designated Project Supervisor for this project will be Amanda Gregg, Director of Housing & Community Development, City of Hagerstown

8. Workspace. The Host Agency agrees to provide the Executive Fellow with a dedicated workspace, telephone services or similar means of communication, a computer, internet access, security clearance as appropriate and necessary to access the designated workplace and computing systems, office supplies, and any other physical or information resources related to performance of services provided for in the Individual Placement Agreement. In a virtual or hybrid work setting, Host Agency will provide the Executive Fellow with the appropriate technology (e.g., a computer with required capabilities and access permissions) required to carry out the project.

9. Expenses. During an Executive Fellow's appointment, the Host Agency, at its sole discretion, may authorize and pay for any reasonable project-related expenses incurred by the Executive Fellow in connection with the performance of services, including business expenses and travel expenses, all in accordance with the Host Agency's applicable policies and procedures. FUSE does not anticipate that the Executive Fellow will incur expenses in the performance of their work unless it is deemed necessary to do so by the Executive Sponsor or Project Supervisor. In that instance, the representatives of Host Agency shall approve expenses

at their sole discretion and also determine a means by which to provide the Executive Fellow with appropriate reimbursement within a reasonable time period for any approved expenses. Without limiting the forgoing, FUSE and the Executive Fellow shall not be required to incur any out-of-pocket expenses in connection with the performance of the services pursuant to the Individual Placement Agreement.

10. Executive Fellow's Compensation. FUSE shall hire the Executive Fellow as an employee and provide for all compensation and benefits to be paid to the Executive Fellow. Except as described in Section 9 regarding Expenses, the Host Agency shall not be required or permitted to pay any supplemental compensation or provide any other form of compensation to the Executive Fellow at any time.

11. Program Fee. In exchange for the services listed above, the Host Agency will pay a program fee of $50,000 to FUSE (the "Program Fee"). The Program Fee constitutes a flat-fee payment in exchange for the mutually-agreed value of the services to be provided by FUSE and is not associated with any form of a "time and materials" or "billable hours and direct costs" arrangement. The Program Fee is inclusive of all services described above, including the annual compensation and benefits for the Executive Fellow. No additional fees beyond the Program Fee will be billed to the Host Agency.

12. Agreement to Pay; Payment Schedule. By executing this Individual Placement Agreement, the Host Agency, as represented by the signatory below, hereby notifies FUSE that the Host Agency has appropriated sufficient funds, received necessary internal approvals, and taken all other necessary steps to process invoices and remit payment directly to FUSE within 30-days of receiving an invoice and in accordance with the schedule below.

(a) First Payment. $12,500 will be due payable on May 1, 2027

(b) Second Payment. $12,500 will be due payable on November 1, 2027.

(c) Third Payment. $12,500 will be due payable on May 1, 2028.

(d) Fourth Payment. $12,500 will be due payable on November 1, 2028.

13. Early Termination. The Host Agency may elect to terminate this project for any reason and at any time by providing written notification transmitted by electronic mail, including the effective date of the project's termination. This notification should be sent simultaneously in the same message to two FUSE leadership team members: Vice President of Programs, Della Williams, at dwilliams@fusecorps.org, and President & CFO, Alison Damaskos, at adamaskos@fusecorps.org. FUSE will work with the Host Agency to plan and execute all of the required steps associated with the early termination of a project, including appropriate communication with the Executive Fellow, who is an employee of FUSE. The Host Agency should NOT communicate in any way with the Executive Fellow about a proposed project termination before first communicating with the FUSE leaders noted above. FUSE may also elect to terminate this project for any reason and at any time, and will provide written notification by electronic mail to the Executive Sponsor and to the Project Supervisor. In the

event of an early termination, the financial terms governing reimbursement rates are as follows:

(a) Termination Prior to the Executive Fellow's First Day. If the effective date of termination occurs after the signing of this Individual Placement Agreement and prior to the Executive Fellow's first day of work, then the City may seek reimbursement of payments made and release from further payments up to a total of $40,000. The parties acknowledge and agree that $10,000 of the Program Fee represents a non-refundable amount, with this portion of the fee being associated, among other things, with FUSE's various pre-fellowship program services, such as project scoping, executive search, candidate screening and selection, on-boarding preparation, new Executive Fellow orientation and training week, and FUSE having reserved one of a limited number of places for the designated Project within a cohort of fixed size.

(b) Termination After the Executive Fellow's First Day. If the effective date of a termination occurs after an Executive Fellow's first day of work at the City and prior to the agreed-upon final day of the Executive Fellow's appointment as specified in the applicable Individual Placement Agreement, then reimbursement may be sought at a pro-rated amount up to $1,667 per month for each full month that the Executive Fellow did not complete within their appointment, counting back chronologically from the designated final day of the appointment.

14. Billing Details. Invoices will be sent through electronic mail to the following individual, who will be asked to send back a reply confirming receipt of each invoice. The billing contact for this Individual Placement Agreement will be:

Name: Amanda Gregg

Title: Director

Email: agregg@hagerstownmd.org

Phone: 301-797-6291

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
FY'27 Employee Stipends Revision: Transition to Bi-Weekly Pay Cycle – *Michelle Hepburn, Chief Financial Officer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
11.17.26_Memo_FY27_Revised_Potential_Employee_Stipends.pdf	Memo: Revised Employee Stipends

CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department
One East Franklin Street • Hagerstown, MD 21740
Telephone: 301.766.4142 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Chief Financial Officer

Date: November 17, 2026

Subject: FY27 Employee Stipends Revision: Transition to Bi-Weekly Pay Cycle

During the November 17th Work Session, staff requests Mayor and Council reconsideration of a stipend for all FT, PT and Seasonal employees. As staff implements and completes the transition to bi-weekly payroll, software limitations make it administratively burdensome to apply individual base rates of pay for 20 hours.

After discussions, staff has looked instead to provide a lump sum amount. The request was to review and calculate the median amount for all Full-time (FT) employee group and separately all Part-Time (PT) and Seasonal (SE) groups. The current rounded November median wage results:

- FT = $1,600
- PT and SE = $500

One-time Payment & Estimated Cost

The stipend would apply to any active FT, PT or SE employee at the time of transition to a bi-weekly pay cycle.

- Must be an active FT, PT or SE employee the week of January 4, 2027
- Excludes any FT, PT or SE employee that have tendered a resignation before the implementation date (January 4, 2027)
- Payment of stipend will be January 15, 2027
- Payment will be a lump sum amount based upon employee group's median weekly pay (FT is $1,600 and PT/SE is $500)
- All applicable federal and state taxes will be deducted from this payment

Funding Source

Approximately 72% of the total costs would be within the General Fund. At this time, it is recommended that the funding source be Fund Balance Reserves within each applicable area. The chart below reflects estimated costs per fund based upon active employees as of the beginning of November

Fund	FT Fund Total	PT Fund Total	Fund Total
01	547,723.20	29,603.75	577,326.95
50	51,672.00	538.25	52,210.25
52	86,120.00	2,153.00	88,273.00
54	67,173.60	6,997.25	74,170.85
56	5,167.20	-	5,167.20
57	3,444.80	3,229.50	6,674.30
59	3,444.80	-	3,444.80
	$ 764,745.60	**$ 42,521.75**	**$ 807,267.35**

A Motion to approve this subsequent payment method change for employee stipends as outlined above will be included at the November 24th Regular Session if agreeable.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Follow-up Discussion: Annexation of Burkholder Lane and McDade Road –
Stephen Bockmiller, Deputy Director for Planning and Zoning

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
2026_1117_WS_Second_Follow_Up_to_Public_Hearing_A-2026-02_Annexation_of_Burkholder_McDade.pdf	Follow up Discussion on Annexation of Burkholder Lane Acquisitions and McDade Road Acquisitions
2026_1117_WS_Burkholder_McDade_-_Condition-Reg_Change_Topic_Matrix_and_Comparison.pdf	Follow up Discussion on Annexation of Burkholder Lane Acquisitions and McDade Road Acquisitions - Matrix
Possible_LMC_Revisions_Burkholder_McDade_Annex.pdf	Possible Land Management Code Revisions: Burkholder/McDade Annexation

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Stephen R. Bockmiller, AICP, Deputy Director for Planning and Zoning Administration
Matthew Ross, Planner I

DATE: November 17, 2026

SUBJECT: Follow Up to Public Hearing A-2026-02 – Burkholder Lane Acquisitions LLC and McDade Road Acquisitions LLC – SECOND FOLLOW UP MEETING

Staff will attend the November 17, 2026 Work Session for a followup discussion from the November 10, 2026 Work Session.

PROPOSED ANNEXATION:

Burkholder Lane Acquisitions, LLC and McDade Road Acquisitions, LLC initiated annexation of 171.88 acres of land west of McDade Road by submitting a petition for annexation. At the August 25, 2026 Mayor and City Council meeting, the petition was accepted and the Mayor and City Council introduced the resolution an approved the annexation plan. As required by State Law, there were four published notices advertising the public hearing and the annexation plan was provided to the appropriate County, regional and State planning agencies at least 30 days prior to the hearing. Both the State and County acknowledged that the requested zoning of I-MU (Industrial Mixed Use) is not substantially different from the current PI (Planned Industrial) zoning. Therefore, express approval of the zoning by the County is not required.

FOLLOW UP TO THE PUBLIC HEARING:

Thirty (30) persons testified at the hearing and the record was left open for 10 days to November 6, 2026 to receive additional comment. Please refer to the Staff memo and chart for the November 10, 2026 Work Session for a breakdown of this feedback.

The following materials were provided for the Mayor and City Council's use at the worksession on November 10 as they deliberate a path forward on this annexation:

1. A chart summarizing and analyzing topics and comments raised by the public and elected body.
2. Copies of all written testimony submitted at the public hearing, all emailed comments received from the public and supplemental materials provided by the petitioner.
3. A Washington County Zoning Map as it relates to the subject property and surrounding area.

Staff came away from the meeting of November 10 with instructions to continue the discussion on November 17 focusing on three items:

1. Possible Terms and Conditions to the Annexation Agreement
2. Possible Changes to City Policies/Regulations
3. Research on how other jurisdication have addressed the topics related to data center development

NEXT STEPS:

The Mayor and City Council may consider terms and conditions of the Annexation Resolution generally and/or specific to if the end use is a Data Center. In the chart and the Staff memo for the November 10, 2026 Work Session, staff provided the following topics for such possible terms and conditions for discussion purposes:

1. Requiring the source of electricity to the facility as grid-delivered power and providing requirements/ limitations regarding on-site electric generation and alternative energy sources. [natural gas, biogas, hydrogen, nuclear Small Modular Reactors (SMRs)]
2. Requiring the Mayor and City Council understanding of the planned cooling method from the end user once identified, and requiring approval by Mayor and City Council of the final allocated water volume if the volume exceeds a specific number of gallons per day as set by the Mayor and City Council.
3. Requiring significant berms and buffers to mitigate the generation of sound and the direction it travels from cooling systems and backup generators.
4. Consideration of any possible requirements needed related to a level of community engagement including when the end use is confirmed.
5. Requiring the developer to pay all costs for required public improvements related to the development: roads, other infrastructure, etc.
6. Requiring a decommissioning plan and bonding for the purpose of ensuring that any potentially hazardous materials such as fuel, batteries, etc. are appropriately removed from the site and disposed of properly.

STAFF ACTIONS FOR SECOND FOLLOW-UP MEETING:

Staff is reviewing regulations from other jurisdictions, but analysis is not yet available at the time of the publication of this memorandum. Whatever Staff can assemble for the next meeting will be provided as an additional handout.

When examples from other jurisdictions are available for discussion, staff advises to review these examples in the context of the local needs of and legal constraints upon those jurisdictions.

In most cases, their local needs could vary substantially from the City's. The state enabling laws vary from state to state. For example, if referring to Franklin County's ordinance, our neighbor to the north passed their regulations because zoning is addressed at the municipal level in Pennsylvania (townships and boroughs), not at the county level. A large number of Franklin County's municipalities do not have zoning ordinances. Predominant examples staff will have access to will be county-level jurisdictions that are viewing the topics through a county-wide lens. This is different than the City looking at its own densely existing developed environment and limited tracts in our immediate vicinity.

The Mayor and City Council expressed the need to take time to fully discuss the topics. The vote on the annexation remains unscheduled. When the Mayor and City Council are ready to move to vote on the annexation resolution, the terms and conditions will be incorportated into the resolution, and it will be placed on a Regular Session agenda.

Copy: Jill Thompson, Director of Planning and Economic Development
Doug Reaser, Economic Development Manager
Ann Rotz, City Attorney
Jason Morton, City Attorney
Kevin Best, Special Counsel

Attachments: Topics and Analysis Chart

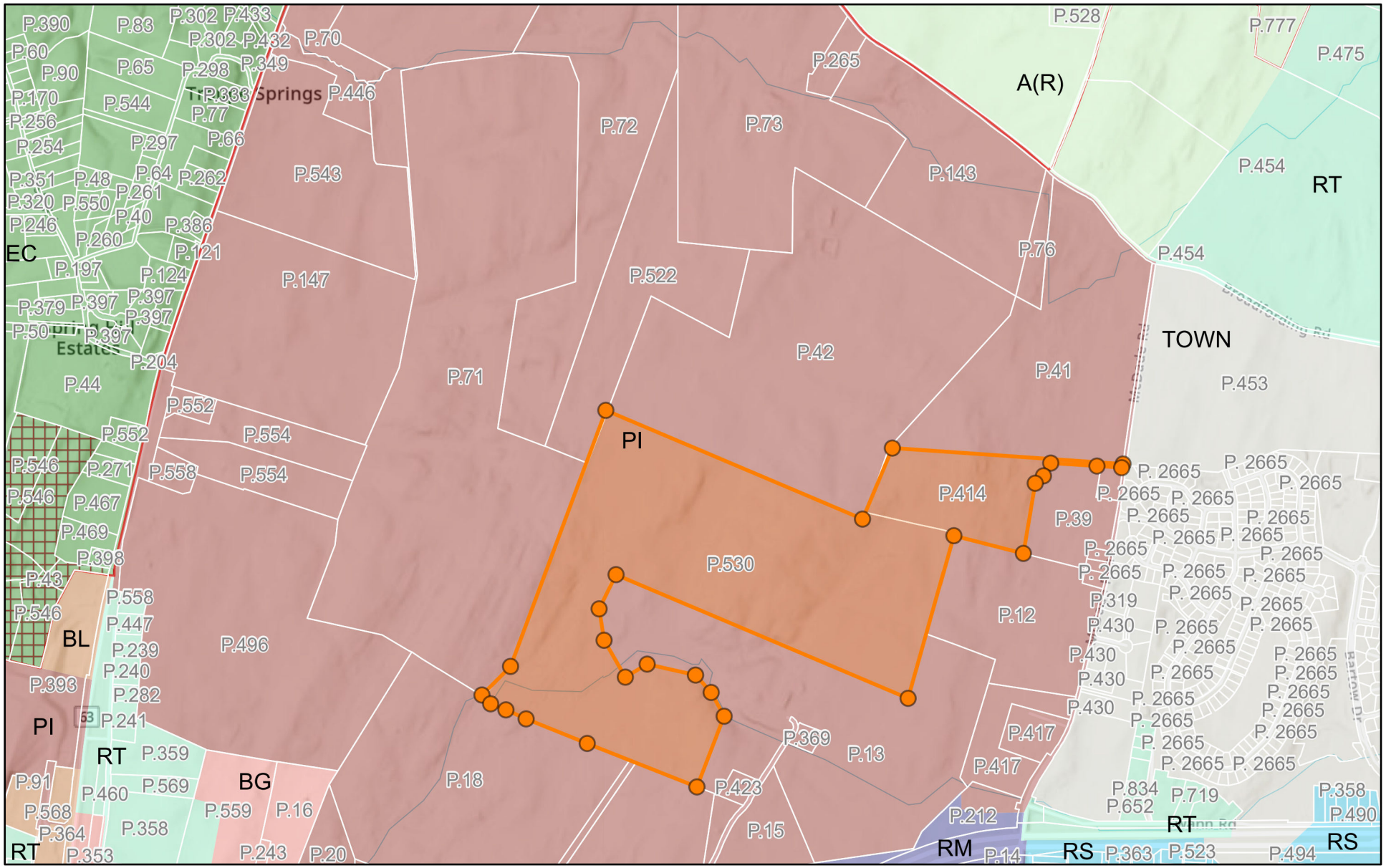
Follow Up to Public Hearing A-2026-02 – Burkholder Road Acquisitions LLC and McDade Road Acquisitions LLC				
Topics and Analysis Chart				
Annexation				
	Topic			
A.1	Growth Management	City's Water and Wastewater Policy requires developers seeking the City's water service to annex into the City or enter into a preannexation agreement that commits to future inclusion in the City. The location of the properties subject to this petition require annexation upon request for City water service.		
A.2	City Design Standards	If annexed, development of the site would be completed in accordance with the City's design standards, which sets higher design expectations than the County's development regulations.		
A.3	Assigned Industrial Mixed-Use (I-MU) Zoning	The development of this site would be limited to those uses permitted in the I-MU zoning district per Section Z.2 of the Zoning Ordinance (Article 4, Land Management Code).		
A.4	Loss of farmland, environmental habitat, impact on migratory bird populations and community character	Washington County's adopted policies direct industrial growth to this area. Concentrating development here accommodates needed growth while maximizing countywide benefits and protecting other areas from its impacts, thus exemplifying Smart Growth principles. The area in question has been planned by the County for industrial development for many years. The 2.6 square mile PI-zoned area will develop for industrial uses whether annexed into the City or not.		
A.5	Empty warehouses	Market conditions vs. zoning influences how quickly properties fill. The vast majority of the recently constructed warehouse space is occupied or is soon to be occupied, with only about 500,000 square feet yet to be committed to tenants.		
A.6	Economic impact	According to the petitioner's information, annexation of the property will generate for the city between $1.3 million and $7 million per year in real property tax revenue, depending on the end use.		
A.7	Activating pre-annexation agreements	There are nearby commercial properties with preannexation agreements. Bringing those properties into the City would result in approximately $3 million per year in real property tax revenue. Failure to approve this annexation will make it difficult to secure routes by which the City could annex the nearby sites.		
Data Center				
	Topic	City, State, or Federal Regulations	Site limitations/Site Plan Review	Staff Comment
Conditions Restricted by the Site				
D.1	Setbacks	The I-MU zoning district requires a 150 foot (.028 mile) building setback from residential zoning districts.	Per the petitioner's presentation, the development boundary line is nearly .5 mile from the nearest residential neighborhood.	Based on current industry trends regarding regulating data centers, a data center on this property would far more than comply with the most aggressive setback requirements adopted by other jurisdictions separating them from residential zoning districts.

	Topic	City, State, or Federal Regulations	Site limitations/Site Plan Review	Staff Comment
D.2	Visual impact	Land Management Code, Article 5, requires commercial buildings to be constructed of low reflective material in earth tone colors. Any building built here would be required to comply with this provision regardless of use and this would be evaluated at site plan review.	The site is near the center of a 2.6-square-mile planned industrial park. The proposed buildings are expected to have minimal visual impact due to their distance from surrounding primary roads and residential areas and the topography of the site.	
D.3	On-Site Electric Generation via Natural Gas Turbines/Generators	The City's ordinances do not prohibit the use of natural gas as a fuel source.	This site is not located near any natural gas lines of sufficient size and capacity to serve a data center use. Natural gas extension to the site for generation is cost prohibitive and unlikely.	**Possible Annexation Condition:** Requirements/limitations to on-site electric generation and alternative energy sources.
D.4	Protection of property values	One of the purposes of land development regulations is to ensure compatibility of uses as they develop in order to protect the general quality of life in the area, which includes protecting property values.		The distance offered in this situation would make this site the best possible location in or around the City for developing any sort of industrial use with maximum distance from vicinal residential areas.
	Conditions Restricted by Current City, State, or Federal Regulations			
D.5	Executive Order 01.01.2026.16 - "Responsible Data Center Development in Maryland"	Governor Wes Moore recently issued an Executive Order addressing data center development. This Executive Order outlines several criteria upon which new data center development will be evaluated at the State level.		Compliance will be required.
D.6	Consumption of water	Provision of water is subject to the City's Water and Wastewater Policy.		**Possible Annexation Condition:** When the end user is identified, understanding of cooling method and approval of final water allocation.
D.7	Protections for Electric Ratepayers	The State of Maryland recently adopted legislation (the Utility RELIEF Act of 2026) that requires the cost of system upgrades and provision of electric service for data centers to be cost-neutral to residential rate payers.		The legislation protects rate payer and requires the developer to bear the full cost.
D.8	Noise	Chapter 155 of the City Code (Noise Ordinance) limits sound to 75 dBA at the property line for industrial areas and 65 (day) and 55 (night) for residential receiving areas.	An applicant for construction of a data center may be required to address this issue through notes of compliance and a sound study during the site plan stage.	**Possible City Policy Change:** An amendment to the the Noise Ordinance may be necessary to exclude data centers from the air conditioning and heat pump exception.

	Topic	City, State, or Federal Regulations	Site limitations/Site Plan Review	Staff Comment
D.9	Light pollution	The Land Management Code contains regulations regarding exterior lighting of buildings and parking lots that apply to all uses. Additionally, development shall comply with the Industrial Performance Standards outlined in Section K of the Zoning Ordinance.	These issues will be evaluated and the regulations applied during the review and approval of a site plan.	Light standards are limited to 20 feet in height and building mounted lighting is to be directed downward from the cornice.
	Addressed During Site Plan Guidelines			
D.10	Protection of Karst geology	The State requires stormwater management for all site plans, which includes additional precautions in the design and review of plans when the development site is located on Karst geological conditions.	Generator design and placement will be addressed at the site plan stage of development to protect groundwater from spillage.	There are uses other than data centers that have the potential to be more impactful on the limestone geology. Staff uphold the standard of applying consistency in evaluating all uses.
D.11	Increased Traffic	The City's development regulations address road conditions and capacity. Improvements are required when certain metrics are met.	Development on this property will front an extension of Logistics Boulevard, which will be designed to serve all development intended to build out the area that the County has designated for industrial development.	The new traffic volume generated by development of this site will vary depending on use and could include heavy truck and more employee traffic.
	Other Topics			
D.12	Berms and buffers	The City has landscaping requirements that are applied to all new development equitably.	Given the potential for noise impacts, consideration should be given to requiring substantial berms and evergreen tree plantings around sources of noise created by a proposed data center.	Berms and buffers as applied in the Land Management Code are mostly used for aesthetics and as a limited noise attenuation feature. More substantial earthen and wooded features should be required for cooling systems and back up generators of a data center. **Possible City Policy Change:** This could be addressed by amendments to the Land Management Code and/or **Possible Annexation Condition:** Requiring significant berms and buffers.

	Topic	City, State, or Federal Regulations	Site limitations/Site Plan Review	Staff Comment
D.13	Decommissioning			The City administers a Vacant Buildings Ordinance which would apply to a data center that would become vacant as it would to any other industrial use on this site. **Possible Annexation Condition:** Requiring a decommissioning plan and bonding.
D.14	Development impact fees/Infrastrucutre improvements.		Public road design and construction will be required by City ordinances for extending Logistics Boulevard through their property to connect to the future development of properties to the north and northwest.	The County imposes a building excise tax which would be collected on the development of this property unless determined otherwise by the County. Construction of the northern extension of Logistics Boulevard will be done to City standards at the developer's expense for later dedication to the City. **Possible Annexation Condition:** Developer pays all costs for required public improvements.
D.15	Consideration of a City Moratorium			The City Land Management Code (LMC) varies from the County Land Management Code. Existing City regulations have generally good control of the range of topics. Updates to City regulations and policies can happen where needed without having to impose a moratorium. Electric capacity in the region greatly limits the number and size of propsective data center development. It is possible development may be limited to 1 medium-scale project in the next 7 years, and not a proliferation of development.

Annexation Area



11/5/2026, 1:23:14 PM

Override 1
Override 1
polygonLayer
Override 1
Urban Growth Areas
HP Overlay
Historic Preservation Overlay

Zoning Overlay
Antietam Overlay 1
Antietam Overlay 2
Antietam Overlay 3
Mineral Overlay
Mixed Use-Residential
Mixed Use-Residential and Commercial
Mixed Use-Residential, Commercial and Employment
Planned Unit Development
Airport Overlay
RBOverlay
Zoning
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AHP
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1:19,000

0 0.13 0.25 0.5 mi
0 0.2 0.4 0.8 km

Washington County Planning Department, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User

Follow Up to Public Hearing A-2026-02 - Burkholder Lane Acquisitions LLC and McDade Road Acquisitions LLC

Conditions and Regulations Comparison - Other Jurisdictions

	Topic/Jurisdiction	Hagerstown	Birmingham, AL	Loudoun County, VA	Franklin County, PA	Washington County, MD	Lancaster, PA
	Adoption Notes:	Staff Comments	Adopted June, 2026	Updates in progress.	Adopted May, 2026	In discussions	Adopted July, 2026
	Utilities						
1	**Energy use and source (D.3)**	**Possible Annexation Condition:** Requirements/limitations on on-site electric generation and alternative energy sources.	1. Identify demand, infrastructure improvements and confirmation sufficient power can be provided from utility. 2. On site power generation by any means, except solar and/or fuel cells as a primary, parallel or routine source of electrical power is strictly prohibited. 3. Generators using fossil fuels are permitted for back up only. 4. On-site battery storage charged via the grid for back up is permitted.	Not specifically addressed.	1. Demonstrate adequate capacity available on the applicable supply lines and substations, equipment sufficiently sized and can safely accommodate the use and not impact surrounding region and will not cause electrical interference or fluctuations in line voltage. 2. On-site generation using natural gas, renewable fuels or other clean sources is permissible. 3. On site generators shall be "Tier 4 or greater" and subject to strict noise and emissions standards.	Energy plan that utilizes alternate, self-generating power, and returns power to the grid to prevent shifting costs onto everyday rate payers (see Governor's executive order). Potentially prohibit natural gas turbines. Backup energy sources should consider prohibition of lithium-ion batteries	Annual report required "Energy management plan" required with site plan. Good faith efforts to maximize renewable power. On site generation, verifiable power purchase agreements or combination thereof.
2	**Water (D.6)**	City controls the amount of water that will be allocated to the use. **Possible Annexation Condition:** When the end user is identified, understanding of cooling method and approval of final water allocation.	1. Provide water demand data, description of the cooling system and water sources, water reuse and efficiency measures and demonstrate adequate capacity at site plan. 2. Closed loop cooling required. 3. Potable water limited to initial charge, emergencies and other limited circumstances. 4. System flushing shall be pre-treated.	Not addressed in zoning code.	Submit documentation that the water authority certifies it will provide the water needed.	Water plan that utilizes water recycling, incorporates drought planning and utilizes geothermal or alternative cooling technologies	Water utilization report required with site plan. Capacity to serve would appear to be left to the site plan process.
	Community Impact						
3	**Noise (D.4, D.8)**	Administer existing noise ordinance. Maximum level in residential area 65 dBA daytime, 55 dBA nighttime. No study required. **Possible City Policy Change:** Amend Noise Ordinance to exclude data centers from the HVAC exception.	Provide description of noise mitigation measures for back up power generators. Provide pre construction and post construction noise study.	Subject to existing County noise standards. Noise generation (HVAC, generators) must be screened on all four sides with acoustical barrier, including roof or ground mounting.	Sets requirements for noise at the boundary line not to exceed 57 dBA "community noise equivalent".	Noice study evaluates pre and post construction noise. Limit noise to a maximum of 50 dBA at the property line and reduction of dBC tonal/narrow band noise to background noise levels.	Pre construction noise mitigation plan, post construction noise study and prohibits noise exceeding pre-construction ambient levels
4	**Lighting (D.2, D.9)**	Lighting of all uses is subject to site plan requirements. Photometric plan is required at site plan.	Specific limits on lighting set forth in ordinance.	Photometric plan required with site plan and regulated by existing code.	Not separately addressed. Presumably held to same standard as development of similar uses.	Nothing published yet. Presumably held to same standard as development of similar uses.	Not separately addressed. Presumably held to same standard as development of similar uses.

	Topic/Jurisdiction	Hagerstown	Birmingham, AL	Loudoun County, VA	Franklin County, PA	Washington County, MD	Lancaster, PA
	Adoption Notes:	Staff Comments	Adopted June, 2026	Updates in progress.	Adopted May, 2026	In discussions	Adopted July, 2026
5	**Generator testing hours and other issues**	Considering limiting testing to business hours	1. Describe generator type, fuel source, capacity, testing and maintenance schedule including hours of operation and description of noise mitigation measures. 2. Routine testing to be done during daytime hours and not used for routine grid support or non emergencies.	Testing limited to certain hours which have different standards depending on time of the year (two periods). Generators limited to back up or emergency only.	Not addressed.	Nothing published yet.	Prohibited on Sundays and Federal holidays
6	**Environmental (D.10, D.11)**	Maryland has strict SWM regulations, site plan regulations and forest conservation requirements applicable to all development which would be administered at site plan.	Compliance with stormwater management regulations and other site plan requirements imposed on other development.	Not specifically addressed. Presumably development of a data center would have to comply with the same environmental regulations as any other permitted use.	Requires “environmental impact assessment” but does not state how it is evaluated or used. Encourages Green Building Techniques and LEED certification of data center buildings. Requires riparian buffers.	Nothing published yet.	Not specifically addressed. Presumably development of a data center would be held to the same regulatory requirements of all other uses developed on the site.
7	**Air quality**	All industrial uses must comply with Article 4, Section K.21 (Industrial Performance Standards).	Not specifically addressed.	Not specifically addressed.	Cannot be perceptible beyond property lines (section on "negative impacts")	Study of air quality and environmental impacts.	Annual report required.
	Site Design						
8	**Zoning - Setbacks (D.1, D.4)**	Current 150 foot building setback from residential districts. **Consider:** Require data center buildings to be a minimum 500 or 1,000 feet from any city or county residential zoning district. This will greatly restrict location within the city.	500 foot setback from residential and “urban neighborhood” districts for all buildings and equipment.	200 foot setback from existing or planned residential use	Requires buildings to be a minimum of 1000 feet from all property lines. Substation at least 200 feet from property lines with year round landscaping.	Consider requiring 1,000 foot setback from existing and future homes.	Buildings set back at least 200 feet from residential properties, community use properties and residential zoning districts.
9	**Zoning - Height (D.2)**	Height limitations are codified in the zoning ordinance for all buildings.	Not addressed. Presumably held to same as other buildings.	Required height “step back” if within 400 feet of residential uses.	Limited to 35 feet. Waivers considered. Does not explain who approves waiver.	Nothing published yet. Presumably held to same standard as similar uses.	Not specifically addressed. Presumably held to same as other buildings in district.
10	**Zoning - Location (by right or special exception)**	**Consider:** Limit to the three industrial districts by right, subject to distance requirements. **Staff recommends against allowing a special exception in order to maintain consistent expectations and avoid legally questionable subjective approval processes.**	Creates three levels of data center, Largest are permitted in zoning districts roughly comparable to Hagerstown’s CG, IR, I-MU and IG Zoning Districts, and certain mixed use districts - subject to performance conditions.	Permitted by special exception in the IP (Industrial Park), GI (General Industry) and Mixed Use Higher Intensity (MR-HI) districts.	Not a zoning regulation per se. County does not regulate zoning. Does not supercede municipality's zoning authority when the municipality has a zoning ordinance.	Restrict to the PI (Planned Industrial) District by special exception. Staff note: The properties under consideration for annexation are in this Zoning District. Refusal to annex the properties may not preclude presence of a data center.	Permitted by special exception in one zoning district (SM – Suburban Manufacturing), which is 3% of jurisdiction.
11	**Zoning - Other**	**Consider:** 1. Defining as over a certain size. 50,000 gsf floor area is suggested to regulate data centers of 10 MW or larger. 2. Establish specific parking requirement.	5 acre minimum aggregate lot area requirement.		Sets parking requirements. Requires at least one loading bay.		Ground mounted equipment shall be 300 feet from residential properties.

	Topic/Jurisdiction	Hagerstown	Birmingham, AL	Loudoun County, VA	Franklin County, PA	Washington County, MD	Lancaster, PA
	Adoption Notes:	Staff Comments	Adopted June, 2026	Updates in progress.	Adopted May, 2026	In discussions	Adopted July, 2026
12	**Architecture**	Existing LMC requires buildings to be constructed of low reflective material in earthtone colors. **Consider:** require data centers be constructed to appear as office buildings.	Roof mounted equipment screened by parapets or other architectural features.	Substantial architectural standards are in effect.	Buildings shall be of colors that are low-reflective, subtle or earth tone. Roof equipment screened by parapet.	Nothing published yet.	Requires parapet walls to screen rooftop equipment.
13	**Fencing and Screening (D.12)**	Berms and buffers as applied in LMC mostly used for aesthetics and limited noise attenuation. More substantial features should be required for cooling systems and back up generators. **Possible City Policy Change: A**mendments to the LMC and/or **Possible Annexation Condition:** Requiring significant berms and buffers and parapets masking rooftop mechanical systems.	Roof mounted equipment screed with parapets or other architectural elements. Ground mounted equipment screened from public view through walls, fencing and/or landscaping buffers.	Subject to existing County noise standards. Noise generation (HVAC, generators) must be screened on all four sides with acoustical barrier, including roof or ground mounting. Compliance with existing code for buffers is required. Retention of existing vegetation encouraged. Main building must be between residential and mechanical equipment.	Perimeter shall be surrounded by black chain link security fencing a minimum of 8 feet in height and “shall be of high-quality design and materials”. Service areas screened from view. Ground mounted equipment prohibited in any setback. Roof mounted equipment screened by parapet or penthouse. Widths of buffer yards vary depending on size of facility.	Require installation of noise barriers such as trees, berms, etc.	8 to 10 foot fencing of site perimeter required. 100 foot wide buffer along roads 12 foot tall minimum screening required for ground mounted equipment Rooftop equipment screened by parapet.
	Process						
14	**Community engagement**	Could be made a condition of the annexation.	Written notification of proposal required to be provided to all property owners within a 500 foot radius of the property.	Not specifically addressed.	Does not appear to include a community engagement component.	Require special exception from Board of Zoning Appeals to allow public input.	Requires developer to have community engagement meeting prior to planning commission review and sets standards for the meeting.
15	**Decommissioning and vacancy (D.13)**	The City has a vacant buildings ordinance which would apply to any building regardless of use. **Possible Annexation Condition:** Require a decommissioning plan and bonding.	Not specifically addressed.	Not specifically addressed.	Requires decommissioning plan and bonding with detailed requirements.	Nothing published yet.	Required, including timelines, financial security, structure removal, hazardous materials disposal, soil stabilization and site restoration.
16	**Fees (D.14)**	Site plan and other reviews will require payment of review fees. County imposes a building excise tax and appears to be considering a separate excise tax. **Possible Annexation Condition:** Developer pays all costs for required public improvements.	Not specifically addressed.	Not specifically addressed.	Applicant pays all applicable fees.	"Development of an appropriate excise tax or impact fee."	Not specifically addressed.
	Comments						
17	**City staff comments on sampled regulations**		These regulations are for data centers that are 200,000 square feet or larger. Two tiers of lesser regulations apply to smaller data centers.	Regulations focus heavily on site location, setbacks when adjacent to residential and architectural control.	Individual elements are of value to review, but the ordinance as a whole serves a much different environment and governmental framework than the city operates within.		Focused and concise.

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Stephen R. Bockmiller, AICP, Deputy Director for Planning and Zoning Administration

DATE: November 17, 2026

SUBJECT: Post-Public Hearing: A-2026-02 – Burkholder-McDade
Follow-up Discussion: Annexation of Burkholder Lane and McDade Road.

The attached document was distributed as an additional handout at the Mayor and City Council Work Session on November 17, 2026 for the agenda item Follow-up Discussion: Annexation of Burkholder Lane and McDade Road.

This material relates to possible ways to amend the City's Land Management Code to address the unique potential impacts of data center development. These concepts were prepared as a framework for Mayor and City Council discussion purposes only.

DRAFT – FOR DISCUSSION PURPOSES ONLY.
LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-XX	**Is this a new issue or one previously discussed?**	Preliminary discussion
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	Preliminary discussion
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
Summary: Define "data center". Establish zoning and site location parameters for data centers that are approximately 10 megawatt or larger. Establish design requirements for data centers.		
Justification: Large data center uses present unique potential for impacts to vicinal residential and other sensitive properties. As such, additional locational and design requirements are necessary to protect the public interest.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Article 3: Definitions

DATA CENTER – A building or collection of buildings on the same and/or adjacent properties with a total footprint of 50,000 square feet or more used to house a server farm and its associated activities, providing large scale processing power, computing tasks, data storage and network services. The building or buildings may be new construction or existing buildings retrofitted for the use. (*Zoning)*

Article 4: Zoning

Section Z.2 (Use Chart)

Use	IR	IG	I-MU
Data Centers, in buildings located a minimum of 500 feet from any residential zoning district in the City or in the County. Associated generators, substations and external cooling structures and equipment shall also comply with the same required 500-foot setback.	P	P	P

Building the distance from all City and County residential zoning districts into the use chart insulates the setback from consideration for a variance. It becomes part of the description of the use, and Maryland law prohibits "use variances". It would be outside of the purview of the Board of Zoning Appeals to consider a variance to reduce this distance. The description of "internet service providers, web search portals and data processing services (518)", will remain unchanged. Server farms that are under 50,000 square feet would continue to be included in

this category and would continue to be permitted in the eleven zoning districts where ISPs and data processing services are permitted.

Article 4: Zoning
Section O.4

4. Required Number of Parking Spaces.

Use	Required Spaces
Data Center	1.2 parking space per employee on largest shift, and one loading dock bay. Additional land will be mass graded at development to provide parking expansion area for future adaptive reuse of the building that will, when enlarged accommodate future parking of 1 space per 2,000 square feet of gross floor area.

The standard of 1.2 spaces allows for parking for all employees on the largest shift and provides a nominal amount of additional spaces for visitors and to accommodate shift change. This standard is consistent with recent parking text amendments that allowed for high-tech warehouses with fewer than typical employees. This requirement is lower than most of the typical uses permitted in industrial districts because data centers employ fewer people than other uses. The pre-graded expansion area demonstrates that should the building be used for another use in the future, the site can accommodate the additional parking demands of the new use.

Article 5: Subdivision and Land Development
Section I.4

I.4 – Landscaping Plan and Parking Area Design Requirements

Subsection j and j.3 (landscaped buffers) – No change proposed. Property line must have a 60-foot wide buffer along the property line when adjacent to residential, and 25 feet when adjacent to mixed use and commercial zones. Buffers required when bordering a commercial or residential zone as follows:

Trees per 100 linear feet of buffer yard: 6 canopy and 10 evergreen and/or understory trees. Shrubs per 100 feet of linear buffer yard: 15 shrubs.

New Section I.4.j.16:

16. Design Standards for Data Centers.

    a. The entirety of the property will be fenced at a minimum height of 8 feet and maximum height of 10 feet, using ornamental vertical picket black metal fencing or

black coated chain link. The fence will be located inside of the required buffer from adjoining districts (60 feet from residential, 25 feet from commercial or mixed use districts).

b. External back up generators and cooling equipment shall be screened by masonry walls and/or berms at least 8 feet in height. The Planning Commission may require the walls or berms to be higher if the equipment is taller and increasing the height is necessary to attenuate noise generated by the equipment.

c. Substations shall be buffered on all sides by a heavy columnar evergreen tree buffer in a minimum of two staggered rows.

d. Roof-mounted generators or cooling systems shall be screened via the use of parapet walls designed with the architecture of the building.

e. There shall be no on-site ongoing power generation. Other than emergency back up generators, the data center will be powered by the electric grid. (Note: parallel amendment to the Noise Ordinance is advised to limit the hours of testing of generators and excluding the cooling systems associated with data centers from the HVAC exception in that ordinance).

f. No site plan shall be executed with the approval of a building permit unless a decommissioning plan and bonding for potential remediation of generating equipment and fuel in the building is provided to the satisfaction of the City Engineer and approved by the Mayor and City Council.

There are additional architectural requirements for large buildings and others for all commercial buildings already in place that a data center would be required to meet.

Draft date: 11/17/26

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Rules of Procedure – *Mayor and City Council*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CURRENT_-_Rules_of_Procedure_-_Amended_November_18__2025.pdf	Rules of Procedures

CITY OF HAGERSTOWN, MARYLAND

MAYOR AND CITY COUNCIL

RULES OF PROCEDURE

TABLE OF CONTENTS:

1. Authority
2. General Rules
3. Meetings
4. Chair and Duties
5. Order of Business and Agenda
6. Citizens' Rights at Regular Meetings
7. Suspension and Amendment of These Rules

Adopted December 17, 2024
Amended November 18, 2025

RULES OF PROCEDURE

1. AUTHORITY

1.1 The Charter of the City of Hagerstown, Section 206, provides that the Mayor and Council shall determine its own rules of procedure for meetings. Rules pertaining to open meetings are in accordance with the provisions of the Annotated Code of Maryland, General Provisions Article, Section 3-303(b). The following set of rules shall be in effect upon their adoption by the Mayor and Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

2. GENERAL RULES

2.1 **Rules of Order:** "Roberts Rules of Order Newly Revised: Twelfth Edition" shall govern the proceedings of the Mayor and Council in all cases, unless they are in conflict with these rules. This version of Roberts Rules of Order applies to participants, whether in person or electronically.

2.2 **Meetings to be Public**: All official meetings of the Mayor and Council, except where State or local law allows Executive Sessions for certain limited topics, shall be open to the general public, who is invited to listen and observe, whether the session is in person or via internet. Except in instances when the Mayor and Council expressly invites public testimony, questions, comments, or other forms of public participation, no member of the public attending an open session may participate in the session. The journal of proceedings shall be open to public inspection.

2.3 **Quorum**: A majority of the members of the Council (three [3] Council Members) shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

2.4 **Journal of Proceedings**: An account of all proceedings of the Mayor and Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Mayor and Council.

2.5 **Right of Floor**: Any member desiring to speak shall be recognized by the Chair and shall confine his or her remarks to one subject under consideration or to be considered.

2.6 **City Administrator**: The City Administrator shall attend all meetings of the Mayor and Council unless excused. The City Administrator may make recommendations to the Mayor and Council and shall have the right to take part in all discussions of the Council but shall have no vote.

2.7 **City Attorney**: The City Attorney shall attend all Regular Meetings of the Mayor and Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law.

2.8 **City Clerk**: The City Clerk shall attend all meetings of the Mayor and Council unless excused and shall keep the official journal (minutes) and perform such other duties as may be requested by the Mayor and Council.

2.9 **Officers and Employees**: Department heads of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings upon request of the City Administrator.

2.10 **Cellular Telephones:** The use of cellular telephones or electronic devices in the Council Chamber during Mayor and Council meetings shall be restricted. Any audible features of cellular telephones or electronic devices shall be turned off during meetings.

3. TYPES OF MEETINGS

3.1 **Regular Meeting**: The Mayor and Council shall hold a Regular Meeting a minimum of once each month, in accordance with the City Charter. All Regular Meetings shall generally convene on the fourth Tuesday of each month at 7:00 p.m. in the Council Chamber, second floor, City Hall.

3.2 **Special Meetings**: Special meetings may be called by three or more members of the Council or by the Mayor. The City Clerk shall prepare a notice of special session, stating time, place, and object, and the notice shall be served upon each member of the Council at least three hours before the time of the meeting. It shall also be the duty of the City Clerk to make diligent effort to notify each member of the Council in person, either by telephone or otherwise, of such special session. Notice of such special session shall be properly publicized by the news media as specified by law. Only matters set forth in the notice of the meeting shall be discussed at such meeting.

3.3 **Work Sessions**: The Mayor and Council may meet informally in work sessions (study sessions), open to the public, at the call of the Mayor or three or more members of the Council, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal. No formal actions may be taken in a work session.

3.4 **Executive Sessions**: Executive Sessions, or closed meetings, may be held in accordance with the applicable provisions of the Charter of the City of Hagerstown and of the Annotated Code of Maryland. A majority of the members present must vote in favor of closing the session prior to meeting in Executive Session. The vote will be recorded and a written statement shall be provided

outlining the reason for closing the meeting, including a citation of the authority under the Annotated Code of Maryland, and a listing of the topics to be discussed.

Topics that may be discussed include: (1) Personnel matters; (2) Protection of the privacy or reputation of individuals in matters not related to public business; (3) Consider the acquisition of real property for a public purpose; (4) Proposal for a business or industrial organization to locate, expand or remain in the City; (5) Investment of public funds; (6) Marketing of public securities; (7) Consultation with legal counsel to obtain legal advice; (8) Consultation with staff, consultants or other individuals about pending or potential litigation; (9) Collective bargaining negotiations or to consider matters related to the negotiations; (10) Public security, including the deployment of fire and police services and staff, and the development and implementation of emergency plans; (11) Qualifying examinations; (12) Investigative proceedings concerning criminal misconduct; (13) Compliance with specific constitutional, statutory, or judicially imposed requirements that prevents public disclosures about particular matters; (14) Discuss matters directly related to a negotiating strategy or contents of a bid or proposal, if public discussion would adversely affect the competitive bidding or proposal process; (15) discuss cyber security; and (16) Administrative functions. No ordinance, resolution, rule or regulation shall be finally adopted at such an executive session.

3.5 **Recording of Open Meetings**: All official meetings of the Mayor and City Council, except Executive Sessions, shall be open to members of the general public, freely subject to recording by radio, television, tape recorder and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

A recording of an open session made by a member of the news media or general public, or any transcript derived from such a recording, may not be deemed a part of the record or any proceeding of the Mayor and City Council.

4. RULES FOR ELECTRONIC MEETINGS

4.1 **Meetings Held Electronically:** Meetings of the Mayor and Council may be conducted by internet (a) when the Mayor has obtained written consent from a majority of the Council Members; (b) when so directed by the Council; or (c) in the case of special meetings, when so directed by those calling the special meeting. Electronic meetings of the Mayor and Council shall be subject to all rules adopted by the Council, not otherwise in conflict with this Section 3.

4.2 **Login Information:** The City Clerk shall send by e-mail to every member of the Council, at least 48 hours before each meeting, the time of the meeting, the URL, and codes necessary to connect to the Internet meeting service, and, as an alternative and backup to the audio connection included within the Internet service, the phone number and access code(s) the Council Member needs to

participate aurally by telephone. The City Clerk shall also post notice of the meeting through email and on the City of Hagerstown website.

4.3 **Login Time:** The City Clerk shall schedule Internet meeting service availability to begin at least 15 minutes before the start of each meeting.

4.4 **Signing In and Out:** Council Members shall identify themselves as required to sign in to the Internet meeting service, and shall maintain Internet and audio access throughout the meeting whenever present, but shall sign out upon any departure before adjournment.

4.5 **Quorum Calls:** The presence of a quorum shall be established by audible roll call at the beginning of the meeting. Thereafter, the continued presence of a quorum shall be determined by the online list of participating Council Members, unless any member demands a quorum count by audible roll call. Such a demand may be made following any vote for which the announced totals add to less than a quorum.

4.6 **Technical Requirements and Malfunctions:** Each Council Member is responsible for his or her audio and Internet connections; no action shall be invalidated on the grounds that the loss of, or poor quality of, a Council Member's individual connection prevented participation in the meeting.

4.7 **Obtaining the Floor:** To seek recognition by the chair, a Council Member shall address the chair and state his or her own name.

4.8 **Voting Methods:** All votes shall be taken by roll call. Unless the Council orders a fully recorded roll-call vote, only the number of votes on each side and the number of Council Members present but not voting shall be entered in the minutes. Business may also be conducted by unanimous consent.

5. CHAIR AND DUTIES

5.1 **Chair**: The Mayor shall preside as Chair at all meetings of the Mayor and City Council. In the absence of the Mayor, the Council shall elect a Chair.

5.2 **Call to Order**: The meetings of the Mayor and Council shall be called to order by the Mayor. In the absence of the Mayor, the meeting shall be called to order by the City Clerk for the election of a temporary Chair.

5.3 **Preservation of Order**: The Chair shall preserve order and decorum, prevent attacks on personalities or the impugning of members motives, and confine members in debate to the question under discussion.

5.4 **Points of Order**: The Chair shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Chair be sustained?"

5.5 **Questions to be Stated**: The Chair shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member.

5.6 **Substitution for Chair**: The Chair may call any other member to temporarily chair the meeting in order to take part in debate or to cover a temporary absence. Such substitution shall not continue beyond adjournment.

6. ORDER OF BUSINESS AND AGENDA

6.1 **Order of Business**: The business of all regular meetings of the Mayor and Council shall be transacted in the following order, unless the Council, by a majority vote of the members present, suspends the rules and changes the order:

a. Call to Order
b. Invocation
c. Pledge to the Flag
d. Announcements
e. Appointments
f. Guests
g. Proclamations
h. Citizen Comments
i. Public Hearings
j. Consent Agenda
k. Unfinished Business
l. New Business
m. City Administrator's Comments
n. Mayor and Council Comments/Reports
o. Adjournment

6.2 **Consent Agenda**: The Consent Agenda may contain items of a routine and non-controversial nature which may include, but are not limited to the following: communications, memos and reports for information, resolutions, agreements, petitions, minutes, applications, approval of purchase requisitions. The Consent Agenda may be accepted by the consent of the Council by a single vote without reading, unless a member of the Council should request any item be removed for further discussion. Any item removed from the Consent Agenda will automatically become the last item under New Business.

6.3 **Agenda**: The agenda of each meeting shall be prepared by the City Clerk after review and decision of agenda topics is completed by the City Administrator and the City Clerk, with input from the Department Heads. The Mayor, or three or more members of the Council, may request specific topics to be added to a future agenda. The agenda and meeting packet shall be electronically delivered to members of the Council at least forty-eight (48) hours preceding the meeting to which it pertains. The agenda and meeting packet for public review shall be available in the City Clerk's office on the Friday afternoon preceding each meeting of the Mayor and City Council.

The agenda and meeting packet is also available on the City of Hagerstown website at www.hagerstownmd.org/government/agenda.

7. CITIZENS' RIGHTS AT REGULAR MEETINGS

7.1 **Addressing the Mayor and Council – Time Limit**: Thirty (30) minutes shall be allotted to Citizen Comments at each Regular Session. Any person desiring to address the Mayor and Council in person during a Regular Session must pre-register by using the required form on the City of Hagerstown website (www.hagerstownmd.org) no later than twenty-four (24) hours prior to the scheduled start of the Regular Session. Speakers must provide their accurate full name, accurate mailing address, organization or group (if they are speaking on behalf of an organization or group), and topic. Failing to pre-register accurately may result in a speaker not being permitted to speak.

Speakers will be called in the order in which they pre-register and shall be permitted three (3) minutes to speak on matters germane to City business. At the end of thirty (30) minutes, Citizen Comments shall conclude and any pre-registered who have not yet addressed the Mayor and Council may submit their comments in writing.

There will be no sign-up option at the meeting.

Citizen Comments shall be on topics germane to City business and shall be strictly limited to three minutes. If the Chair determines that the topic is not germane, the Chair shall so instruct the speaker and, if the speaker does not move on to a germane topic, the Chair may direct the Speaker to end his/her comments.

Testimony provided during Public Hearings may have different time limits and requirements for those who wish to speak.

7.2 **Manner of Addressing the Mayor and Council**: Each person addressing the Mayor and Council shall utilize the microphone, give his or her name and address of residence for the record and, unless further time is granted by the Council, shall limit their address according to the time limits set forth in Paragraph 7.1. When large groups of citizens wish to address the Mayor and Council on the same topic, the Chair may direct each organization or group addressing the Mayor and Council to choose two representatives to act as spokespersons for purposes of addressing the Mayor and City Council. The spokespersons shall limit their comments according to Paragraph 7.1. All remarks shall be addressed to the Mayor and Council as a body, and not to any member individually. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Council Members, except through

the presiding officer. The Council will then determine the disposition, if any, of the issue (to be placed on the agenda, work session, other agenda, take under advisement or refer to the City Administrator).

7.3 **Proper Meeting Decorum:** According to Robert's Rules of Order, proper meeting decorum includes: speaking only when recognized by the chair, confining debate to the topic at hand, avoiding personal attacks, listening respectfully to other members, and generally maintaining a respectful and orderly atmosphere during discussions. Essentially, only one person should speak at a time, and members should focus on the issue being debated without personal comments or interruptions.

7.4 **Personal and Slanderous Remarks**: Any person making personal, impertinent or slanderous remarks, or who shall become boisterous while addressing the Mayor and Council or who shall disrupt a meeting, may be directed to leave the meeting and may be forthwith, by the Chair, barred from further audience before the Mayor and Council during that meeting.

7.5 **Written Communication**: Interested parties, or their authorized representatives, may address the Mayor and Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail (copies will be distributed to the Council Members), addressing the City Clerk who will share the communication with the Council Members), and or by sending an email to councilcomments@hagerstownmd.org. These communications may include matters the party would like to be addressed at a future meeting.

7.6 **Signs, Hats, and Banners**: Members of the audience shall not wear or display signs, placards, banners, hats, costumes, or similar items at any time in Council Chambers that obstruct the view of other audience members. In no event shall signs, placards, banners, props, or similar items be larger than 8 ½ by 11 inches, be illuminated, or be attached to any pole, stick, or other device.

8. SUSPENSION AND AMENDMENT OF THESE RULES

8.1 **Suspension of Rules**: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the City Council. The vote on any such suspension shall be taken by ayes and nays and entered upon the record.

8.2 **Amendment of Rules**: These rules may be amended, or new rules adopted, by a majority vote of all members of the City Council, provided that the proposed amendments or new rules shall have been reviewed into the record at a prior Council meeting.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

FY27 Community Development Block Grant (CDBG) Subrecipient Agreements,
Letizia Turner, Planning and Outreach Coordinator
Amanda Gregg, Director

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
11.17.26_RS_CDBG_PS_Subrecipient_Agreement.pdf	FY27 Community Development Block Grant (CDBG) Subrecipient Agreements

CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development
One East Franklin Street • Hagerstown, MD 21740
E-mail: codecompliance@hagerstownmd.org
Telephone: 301-739-8577, ext. 103 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Letizia Turner, Planning and Outreach Coordinator
Amanda Gregg, Director

Date: November 12, 2026

RE: FY27 Community Development Block Grant (CDBG) Subrecipient Agreements

Staff will attend the November 17, 2026, Work Session to present revised FY27 CDBG subrecipient agreements for the Mayor and City Council's review and consideration. These agreements were previously presented to Council, approved in August 2026, and signed by the Mayor. They are returning for consideration because revisions were needed to address current HUD requirements.

Background

At the May 5, 2026, Work Session, staff presented the Citizen Advisory Committee's funding recommendations for ten applicants under the Public Service Grant Program, within the $126,000 allocated to the program. Two housing-based service organizations and one capital project were also approved for funding. These awards were included in the FY27 CDBG Annual Action Plan, approved by the Mayor and City Council on June 9, 2026.

The subrecipient agreements establish the terms for administering these awards, including each organization's scope of work, budget, performance schedule, and reporting and recordkeeping requirements. They also provide the framework for City oversight and monitoring of the funded activities. Written agreements must be executed before CDBG funds are disbursed to subrecipients.

Following the August approval and signing, staff identified that the agreements did not meet current HUD requirements. The revised agreements are being presented to address those deficiencies and replace the previously approved versions. The funding awards were approved through the Annual Action Plan process; the action now requested concerns approval and execution of the revised agreements.

A summary of the substantive agreement revisions is attached for Council's review. The revisions address federal award conditions and administrative provisions. The previously approved funding allocations remain unchanged, and no additional funding is requested. To reduce the printed packet size, the full revised agreements will be provided electronically.

Staff Recommendation

Staff recommend that the Mayor and City Council approve the revised FY27 CDBG subrecipient agreements and authorize their execution to replace the versions approved in August 2026. Staff will be available at the November 17 Work Session to review the revisions and answer questions.

Attachments: FY27 CDBG Approved Funding Allocations
Summary of FY27 CDBG Subrecipient Agreement Revisions
Revised Subrecipient Agreement Template
Full Revised Subrecipient Agreements — provided electronically if requested

c. Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

CDBG Public Service Grant Subrecipients:	
Girls' Inc.	$12,500
REACH	$19,500
United Way	$10,000
HARC	$14,000
Eliza's House	$10,000
Community Free Clinic	$20,000
America's Hauling for Hope	$12,000
Good News Hagerstown	$8,000
TruNorth Company	$10,000
Senior Living Alternatives	$10,000
Total	$126,000

CDBG Subrecipients - Housing:	
Habitat for Humanity	$20,000
Hagerstown Neighborhood Development Partnership	$20,000
Total	$40,000

CDBG Capital Project Grant - Demolition:	
Doleman Black Heritage Museum	$25,000
Total	$25,000

FY27 CDBG Subrecipient Agreement Revisions

Mayor and City Council Work Session | November 17, 2026
Department of Housing & Community Development

The FY27 funding awards have already been approved. Staff are returning with revised subrecipient agreements to replace the versions approved in August 2026 and signed by the mayor. No additional funding is requested. This summary highlights substantive changes using the previous agreement with the revised agreements as a comparison example.

Federal award conditions — Section XV. Adds provisions identified in the draft as originating from the City's September 17, 2026 HUD award. Topics include UEI/SAM and federal reporting; Build America, Buy America; fraud reporting and whistleblower protections; nondiscrimination, speech and religious protections; immigration eligibility and SAVE verification; restrictions concerning gender ideology, elective abortions and illegal drug activities; workforce requirements; and protections for reporting crimes and emergencies. Section XV controls if other agreement language conflicts.

City contacts and signatures — Sections IV and V; signature page. Replaces Margi Joe with Letizia Turner for reimbursement requests and routine administration, identifies Amanda Gregg for oversight, adds copies of notices to the City Clerk, and adds a Finance Officer countersignature.

Program oversight — Sections I, III and VIII. Adds a separate performance-measure table and staffing provisions, additional indirect-cost language, and changes program-income reporting from annually to at least monthly. Quarterly progress reports remain due within 15 days after each quarter.

Additional contract provisions — Sections X and XI. Adds express subcontract approval, monitoring and competition provisions; lobbying and Hatch Act provisions; and additional civil-rights, labor and environmental language, including air and water, flood protection and historic preservation.

Funding and requested action. The approved allocations remain $126,000 for public services, $40,000 for housing activities, and $25,000 for the capital project, totaling $191,000. Staff requests approval and authorization to execute the revised agreements.

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SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF HAGERSTOWN, MARYLAND AND GIRLS INC. OF WASHINGTON COUNTY FOR THE KIDS' CAFÉ PROGRAM

THIS AGREEMENT, entered this___day of_, 20___by and between the City of Hagerstown, Maryland, a Maryland municipal corporation (hereinafter called "Grantee" or "the City") and Girls' Inc. of Washington County (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2026 Kids' Café Program **to provide low- and moderate-income students enrolled in the program with a nutritious meal** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

a. Provide staffing during the Monday through Thursday dinner hours

b. Purchase of food and healthy snacks for its clientele.

c. During the program year, Girls Inc. will operate the program for 40 weeks and serve 200 individuals during that 40-week period. Please note that each person should be counted only once.

d. Identify potential qualified clients. Collect and maintain data on household income in order to determine a client's eligibility for assistance under the Program.

e. Ensure that the U.S. Department of Housing and Urban Development's (HUD's) eligibility activity of Public Services/Youth Services 570.201(e) meets national objective standard of low- and moderate-income limited clientele

570.208(a)(2)(i) for the use of CDBG funds by benefitting low- and moderate-income persons [Reference: 570.208(a)(2)(i)(D)] because of the nature and location of the program.

Program Delivery

Activity #1 The Kids' Café Program shall **provide low- and moderate-income students enrolled in the program with a nutritious meal**;

Activity #2 [Same description as above] Activity #3 [Same description as above]

General Administration

[Add description of general administrative services to be performed in support of activities noted above]

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies, and the City has determined, that the activity (ies) carried out under this Agreement will meet (indicate which National Objective). Briefly describe how this National Objective will be met. The Kids' Café Program shall **provide low- and moderate-income students enrolled in the program with a nutritious meal.**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity #1	[# of meals served:]	[# of meals served:]
Activity #2	N/A	
Activity #3	N/A	

D. Staffing

Subrecipient shall provide staffing during the Monday through Thursday dinner hours

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (e.g., 30 days) after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on July 1, 2026 and end on June 30, 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed **$12,500.00** in CDBG funds for eligible incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Funding under this Agreement shall cover the Program costs.

PROGRAM BUDGET LINE ITEM	**BUDGETED AMOUNT**
Salaries	$7,820
Fringe	$680
Office Space	$0
Utilities	$0
Communications	$0
Printing	$0
Supplies and Materials	$4,000
Mileage	$0
Audit	$0
Other (Specify:)	$0
Indirect Costs	$0
Down Payment and Costing Cost Assistance	$0
TOTAL CDBG	$12,500.00

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the City unless any or all such costs are disallowed by the City or HUD.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such

supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

The City may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its CDBG contract and then approved in writing by the City.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $12,500.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Expenses for general administration shall not be paid under this Agreement.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

Reimbursement request must be mailed to: Letizia Turner, Planning & Outreach Coordinator, Community Development Department, 14 N Potomac Street – Suite 200a, Hagerstown, Maryland, 21740 or e-mailed to lturner@hagerstownmd.org. Payments shall be made within **thirty (30)** business days.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Routine communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Letizia Turner
Planning & Outreach Coordinator
City of Hagerstown

14 N. Potomac Street
Hagerstown, Maryland, 21740
City, State and Zip
Telephone: 301-739-8577 ext. 280
Fax Number: 301-739-3117
Email: lturner@hagerstownmd.org

With an additional copy to:
City Clerk
1 East Franklin Street, Room 200
Hagerstown, Maryland 21740
Telephone : 301-766-4183
dspickler@hagerstownmd.org

Subrecipient

Maureen Grove
Executive Director
Girls Incorporated
of Washington County

626 Washington Avenue
Hagerstown, Maryland 21740
City, State and Zip
Telephone: 301-733-5340
Fax Number: 301-733-5430
XXXXXXXXXXXXXXXXXXXX

Communication and details concerning this contract (**as to matters requiring oversight further review or direction from the City Department of Housing and Community Development**) shall be directed to the following contract representatives:

Grantee

Amanda L. Gregg
Director of Housing & Community Development
City of Hagerstown

14 N. Potomac Street
Hagerstown, Maryland, 21740
City, State and Zip
Telephone: 301-739-8577 ext. 131
Fax Number: 301-739-3117
Email: agregg@hagerstownmd.org

With an additional copy to:
City Clerk
1 East Franklin Street, Room 200

Subrecipient

Maureen Grove
Executive Director
Girls Incorporated
of Washington County

626 Washington Avenue
Hagerstown, Maryland 21740
City, State and Zip
Telephone: 301-733-5340
Fax Number: 301-733-5430
XXXXXXXXXXXXXXXXXXXX

Hagerstown, Maryland 21740
Telephone : 301-766-4183
dspickler@hagerstownmd.org

VI. SPECIAL CONDITIONS

Not applicable

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided.

Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the applicable State and/or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made avail- able to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed 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 Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby

agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub- recipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report no less than monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for deter- mining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a narrative of program activities, a description of the services provided, number of clients that have applied for, participated in or benefited from the services and relevant characteristics of the client population (age, gender, income, race, ethnicity and gender of single-headed households).

Said quarterly reports shall be submitted in a timely fashion (within 15 days of the end of each calendar quarter) and subject to the approval of the City prior to reimbursement of Subrecipient as set forth hereinabove. The City and Subrecipient reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional

relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all applicable local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of

and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the ad- ministration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance pro- vided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. <u>"Section 3" Clause</u>

a. <u>Compliance</u>

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the

Subrecipient, and any of the Subrecipient's sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

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

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall gov- ern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. <u>Lobbying</u>

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

– Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub- recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected there- by and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. MISCELLANEOUS PROVISIONS ADOPTED FROM HUD FEDERAL AWARD GRANT TO CITY OF HAGERSTOWN DATED 9/17/26

The following provisions in this Section XV shall be followed by Subrecipient. In the event of conflict between this Section XV and any other provision of this Subrecipient Grant Agreement, the provisions of Section XV shall prevail.

A. *Compliance with Administrative Requirements*. The Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SaAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information. The Subrecipient is responsible for updating and maintaining current and accurate information in SAM.gov, including updating the UEI or Employer Identification Number (EIN), as necessary, if

administration of the award is transferred to a different subcomponent, division, or location within the Recipient's organization that uses a different UEI or EIN.

B. *Build America, Buy America*. The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended.

C. *Waste, Fraud, and Abuse.* Subrecipient agrees to cooperate fully with HUD and the Task Force to Eliminate Fraud established in Executive Order 14395 of March 16, 2026, *Establishing the Task Force to Eliminate Fraud,* in all manners and respects as required by HUD.

D. *Whistleblower Protections*. Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Subrecipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and Subrecipient-as well as a personal services contractor-who make a protected disclosure about a Federal Award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

E. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

F. The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

G. The Subrecipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

H. The Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by F.O. 14182, Enforcing the Hyde Amendment.

I. This Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or any requirements implementing Executive Orders that have been revoked.

J. The Subrecipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

K. The Subrecipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

L. Award to Subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination, including racial preferences.

M. Awards to Subrecipients made under, relating to, or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.

N. Awards made under, relating to, or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856 (a)(2), or knowingly distributes drug paraphernalia in violation of 21 U.S.C. 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

O. Subrecipient shall comply with all applicable workforce management requirements, regulations and statues, including, without limitation, Title VII of the Civil Rights Act of 1964, 8 U.S.C. §1324a, the Copeland "Anti-Kickback" Act, and the Drug-Free Workplace Act of 1988, as they may apply.

P. The Subrecipient shall comply with the right to report crime and emergencies protections at 34 U.S.C. §12495 of the Violence Against Women Act.

XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date_____

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENT have executed this agreement as of the date and year last written below.

MAYOR AND CITY COUNCIL OF
HAGERSTOWN BY AND THROUGH
THE DEPARTMENT OF HOUSING
& COMMUNITY DEVELOPMENT

By:_____
Title: Mayor

Date:

GIRLS INC, OF WASHINGTON COUNTY

By: _____
Title:

Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SALVATORE & MORTON, LLC
CITY ATTORNEY

By: _____
Jason Morton, Sole Member

Date: _____

Countersigned:_____
FINANCE OFFICER

_____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: FUSE Executive Fellowship Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
11.17.26_SS_FUSE_Position.pdf	FUSE MOTION, Resolution and agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 17, 2026

TOPIC: **RESOLUTION: Approval of FUSE Executive Fellowship**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	__X_
Other	____

MOTION: I hereby move that the Mayor and City Council adopt the attached Resolution authorizing the Mayor to execute and deliver the Master Agreement, including Attachment 1, Individual Placement Agreement, between the City of Hagerstown and FUSE Corps, a California nonprofit corporation.

The agreements provide for one Executive Fellow for two years to assist the City in developing and implementing approved strategies to address vacant and blighted properties, beginning in the South End with procedures designed for citywide application. The City's program contribution is $25,000 annually, totaling $50,000 over two years. The City will also provide workspace, equipment, and support as outlined in the agreements. FUSE will employ the fellow employee and provide compensation and benefits. Future City policy, funding, and property commitments arising from this work will require separate Council consideration and approval.

DATE OF INTRODUCTION: 11/17/2026
DATE OF PASSAGE: 11/17/2026
EFFECTIVE DATE: 11/17/2026

RECITALS

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER AGREEMENT, REGARDING A TWO-YEAR EXECUTIVE FELLOWSHIP BY AND BETWEEN THE CITY OF HAGERSTOWN AND FUSE CORPS, A CALIFORNIA NONPROFIT CORPORATION

WHEREAS, the City of Hagerstown, a Maryland municipal corporation ("the City"), seeks to address vacant and blighted properties throughout its corporate boundaries; and

WHEREAS, FUSE is a nonprofit organization that operates an executive fellowship program dedicated to partnering with local governments and communities to more effectively address pressing challenges; and

WHEREAS, FUSE recruits, hires as employees, and places highly experienced professionals in governmental entities (the "Executive Fellows" and each, an "Executive Fellow") who are enrolled in the FUSE Executive Fellowship Program (the "Program"); and

WHEREAS, in connection with the Program, the City, through its various Departments, may at its discretion accept the appointment of one or more FUSE Executive Fellows, in each case for the purpose of providing additional capacity to advance the goals of a specifically defined Executive Fellowship Project (the "Project").

WHEREAS, it is the intent of the parties that one or more City Departments may participate in the Program by agreeing to place one or more Executive Fellows in accordance with the terms and conditions of Individual Placement Agreements in substantially the forms attached hereto as Attachment 1;

WHEREAS, the parties agree that funding commitments shall be outlined in each Placement Agreement (attached to the Master Agreement) by each City Department that has requested the Executive Fellow(s);

WHEREAS, the Executive Fellow will provide dedicated capacity to help the City return vacant and blighted properties to productive residential and commercial use. ENOUGH funding support provides for an initial focus on the South End, with procedures and lessons designed for citywide application. Year One will focus on research, stakeholder engagement, and development of recommendations. Year Two will focus on helping to implement approved strategies and preparing City staff and partners to continue the work. Recommendations involving City policy, funding commitments, property transactions, or ownership and management arrangements will be presented to the Mayor and City Council for consideration and approval before new City commitments are made; and

WHEREAS, it is the intent of the parties that this Master Agreement (including Attachment 1 Individual Placement Agreement) shall govern the general terms and conditions between the City, including all of the participating Departments of the City, and FUSE as it relates to the City's participation in the Program; and

WHEREAS, in exchange for the services outlined in the Master Agreement and Attachment 1, the City will pay a program fee of $50,000 to FUSE (the "Program Fee"). The Program Fee constitutes a flat-fee payment in exchange for the mutually agreed value of the services to be provided by FUSE and is not associated with any form of a "time and materials" or "billable hours and direct costs" arrangement. The Program Fee is inclusive of all services, including the annual compensation and benefits for the Executive Fellow. No additional fees beyond the Program Fee will be billed to the City.

NOW, THEREFORE, **BE IT RESOLVED** by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor be and is hereby authorized to execute and deliver the Master Agreement (including Attachment 1, Individual Placement Agreement), a copy of which is attached hereto and incorporated herein by reference, to FUSE Corps, a California Nonprofit Corporation.

3. Only one Individual Placement is authorized currently. Any additional placements would require further written approval by the Mayor and City Council.

4. That City Staff be and is hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this Resolution and satisfy the terms of the aforesaid Master Agreement.

BE IT FURTHER RESOLVED THAT this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF
CITY OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler,
City Clerk

_____
William B. McIntire
Mayor

Date of Introduction: November 17th, 2026
Date of Passage: November 17th, 2026
Effective Date: November 17th, 2026

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

MASTER AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN, MARYLAND AND
FUSE CORPS, A CALIFORNIA NONPROFIT CORPORATION

THIS MASTER AGREEMENT ("Agreement") is made and entered into by and between FUSE Corps, a California nonprofit corporation ("FUSE") and the City of Hagerstown, Maryland ("City").

RECITALS

WHEREAS, FUSE is a nonprofit organization that operates an executive fellowship program dedicated to partnering with local governments and communities to more effectively address pressing challenges; and

WHEREAS, FUSE recruits, hires as employees, and places highly experienced professionals in governmental entities (the "Executive Fellows" and each, an "Executive Fellow") who are enrolled in the FUSE Executive Fellowship Program (the "Program"); and

WHEREAS, in connection with the Program, the City, through its various Agencies and Departments, may at its discretion accept the appointment of one or more FUSE Executive Fellows, in each case for the purpose of providing additional capacity in order to advance the goals of a specifically defined Executive Fellowship Project (the "Project").

WHEREAS, it is the intent of the parties that one or more City Agencies and Departments may participate in the Program by agreeing to place one or more Executive Fellows in accordance with the terms and conditions of Individual Placement Agreements in substantially the forms attached hereto as Attachment 1;

WHEREAS, the parties agree that funding commitments shall be set forth in each Individual Placement Agreement by each City Agency or Department that has requested the Executive Fellow(s); and

WHEREAS, it is the intent of the parties that this Master Agreement shall govern the general terms and conditions between the City, including all of the participating Agencies and Departments of the City, and FUSE as it relates to the City's participation in the Program; and

NOW, THEREFORE, in consideration of the premises and mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Effective Date**. The Term of this Agreement shall commence as of the date signed and expire on April 20, 2029, unless earlier terminated by the parties in accordance with the terms of this Agreement, (the "Term"). During the Term, all City Agencies wishing to participate in the Program must adhere to this Agreement.

2. **Placement**. Upon completion and execution of Individual Placement Agreements between FUSE and an authorized representative of Agencies or Departments of the City, FUSE

shall place Executive Fellows with the City in accordance with the terms of their respective Individual Placement Agreements, and the City shall accept such placements and agree to meet the requirements set forth therein.

3. **Services**. The services to be provided by FUSE under this agreement for each Executive Fellow that the City agrees to place are summarized in the corresponding Individual Placement Agreements.

4. **Program Fee**. For the specific project detailed in the Individual Placement Agreement included as Attachment #1, the City will pay a "Program Fee" of $50,000 to FUSE for one Executive Fellow for two years ($25,000 per year). Program Fees for any subsequent Individual Placement Agreements will be specified within those agreements. The Program Fee constitutes a flat-fee payment in exchange for the mutually agreed value of the services to be provided by FUSE and is not associated with any form of 'time and materials' or 'billable hours and direct costs' arrangement. The representative services to be provided by FUSE in exchange for the Program Fee are summarized in the Individual Placement Agreement, including a wide range of programmatic services provided by FUSE as well as the direct, day-to-day work of the Executive Fellow. These services include various pre-fellowship program activities conducted by FUSE over several months preceding the start date of the Executive Fellow, in addition to the services provided throughout the 24-month appointment period of the Executive Fellowship Project.

5. **Payment Schedule**. FUSE will submit invoices for the Program Fee to the financially responsible parties and according to the payment schedule detailed in the Individual Placement Agreement.

6. **Executive Fellow Compensation**. FUSE shall hire each Executive Fellow as an employee and provide for compensation and benefits to be provided to each Executive Fellow in exchange for services rendered in service to this Agreement and the corresponding Individual Placement Agreement. Except as described in Section 9 with respect to reimbursement of expenses, the City shall not be required or permitted to pay any supplemental compensation or provide any other form of compensation to the Executive Fellow or FUSE at any time.

7. **Fellowship and Supervisory Support**. Each Executive Fellow will be available to the City during the term of the appointment period with respect to the services described in the Individual Placement Agreement. The City shall provide each Executive Fellow with any relevant background information and materials, introductions to key stakeholders as determined by the City, regular feedback related to the nature and progress of the project at all stages of the work, as well as guidance and management as necessary to carry out the project.

8. **Workspace**. The City agrees to provide each Executive Fellow with a dedicated workspace, telephone services or similar means of communication, a computer, internet access, security clearance as appropriate and necessary to access the designated workplace and computing systems, office supplies, and any other physical or information resources related to the performance of services described in the Individual Placement Agreement. In a virtual or

hybrid work setting, the City will provide each Executive Fellow with the appropriate technology and access permissions required to carry out the project.

9. **Expenses**. During an Executive Fellow's appointment, the City, at its sole discretion, may authorize and pay for any reasonable project-related expenses incurred by the Executive Fellow in connection with the performance of services pursuant to the Individual Placement Agreement including, without limitation, business expenses, travel expenses, and office supplies, all in accordance with the City's applicable policies and procedures. FUSE does not anticipate that an Executive Fellow will normally incur any reimbursable expenses in the performance of their work, unless it is deemed necessary to do so by representatives of the City. In that instance, representatives of the City shall approve expenses at their sole discretion and also determine a means by which to provide the Executive Fellow with appropriate reimbursement within a reasonable time period for any approved expenses. Without limiting the forgoing, FUSE and the Executive Fellow shall not be required to incur any out-of-pocket expenses in connection with the performance of the services pursuant to the Individual Placement Agreement.

10. **Early Termination of an Individual Placement Agreement**. If the City elects, for any reason and at any time, to terminate an Executive Fellow's appointment pursuant to a signed Individual Placement Agreement, or if an Executive Fellow is unable, for any reason and at any time, to complete an appointment pursuant to a signed Individual Placement Agreement, then, subject to any advance notice provisions, the City may terminate the appointment by notifying FUSE in writing. The termination of an Individual Placement Agreement will not terminate nor have any impact on any of the terms within this overarching Master Agreement.

11. **Reimbursement of Program Fee with Early Termination**. In any instance where a signed Individual Placement Agreement is terminated prior to the date designated as the end of the Term, the Individual Placement Agreement will designate the reimbursement rate by FUSE of any amount of the Program Fee that has been paid by the City prior to date of termination and the forgiveness of any outstanding portions of the Program Fee that have not yet been paid by the City.

12. **Cooperation by the City**. The City shall assist and cooperate with FUSE and all Executive Fellows in the performance of services in accordance with this Agreement and each Individual Placement Agreement.

13. **No Employment Relationship; No Partnership**. At all times relevant to this Agreement, the parties, and any affiliates thereof, shall remain contractors independent of one another, and neither party (including representatives and sponsors of that party, the Executive Fellow) shall be deemed an employee, joint venture, or partner of the other. Neither party has the authority to bind the other and no employee, agent, sponsor, nor other representative of either party shall at any time be deemed to be under the joint control or authority of the other party, or under the joint control of both parties. Neither party shall have the right to control the other party; however, FUSE and the City mutually agree as to the objectives and the scope of the placements, as set forth in this Agreement and the applicable Attachment. Each party shall be solely responsible for the payment of its own federal, state, and local income taxes, as well

as any Social Security ("FICA") and unemployment ("FUTA") taxes that party may owe. FUSE and the Executive Fellow shall not be entitled to, and shall not seek any benefits made available to the City's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurance, group term life insurance, workers' compensation, participation in any retirement plan for the City's employees, a salary reduction plan for certain child care and medical care costs, or training programs.

14. **Disclaimer of Warranties; Indemnity**.

(a) FUSE makes no warranties of any kind, including but not limited to with services provided hereunder and under the Individual Placement Agreement, whether express, implied, statutory or otherwise. To the maximum extent permitted by law, FUSE disclaims all conditions, representations and warranties, whether express, implied, statutory or otherwise, with respect to the services provided hereunder and under the Individual Placement Agreement, including, without limitation, any implied warranty of merchantability, satisfactory quality or fitness for a particular purpose, or non-infringement of third-party rights.

(b) FUSE shall indemnify, protect and hold harmless the City and its officials, employees and agents (the "Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) FUSE's breach or failure to comply with any of its obligations contained in this Agreement, or (2) grossly negligent or willful acts, errors, omissions or misrepresentations committed by FUSE, its officers, employees or agents in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim"). If a court of competent jurisdiction determines that a Claim was caused by the sole gross negligence or willful misconduct of Indemnified Parties, FUSE Corps' costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole gross negligence or willful misconduct by the Indemnified Parties, or (2) reduced by the percentage of gross negligence or willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this Agreement. In no event shall FUSE be liable to City, whether in contract or in tort or under any other legal theory for, loss or interruption of use, lost time, lost money, lost profits or good-will, lost or damaged data or similar economic loss, or for any indirect, special, incidental, consequential, punitive, or similar damages, whether or not such damages are foreseen, arising out of or in connection with the performance or non-performance of this Agreement.

15. **Miscellaneous**.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither of the parties hereto shall assign its rights nor delegate its duties hereunder without the prior written consent of the other party.

(b) All notices hereunder shall be in writing and delivered in a manner described in this subsection. Such notices shall be deemed to have been given either: (i) when

personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; (iii) when delivered (and receipted for) by an overnight delivery service; or when first sent by email, telex, or other means of instantaneous communication provided such communication is promptly confirmed by personal delivery, mail or an overnight delivery service as provided above, addressed in each case to the principal place of business of the recipient. Either party may change the address for the giving of notices and communications to it by written notice to the other party in conformity with the foregoing.

(c) The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

(i) The representative of the City shall, unless otherwise stated in an Individual Placement Agreement, be:

Name: Scott Nicewarner
Title: City Administrator
Address: 1 East Franklin Street
City, State. Zip: Hagerstown, MD 21740
Phone: 301-739-8577 ext. 114
Email: snicewarner@hagerstownmd.org

(ii) The representative of FUSE shall be:

Melvin Carter
Chief Executive Officer
2261 Market Street STE 75367
San Francisco CA 94114
Phone: (855) 687-9905
Email: info@fusecorps.org

(d) No failure of any party to insist on strict compliance with any provision of this Agreement shall be deemed a waiver of such provision. No waiver by any party hereto of any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

(e) This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement among the parties with respect to the matters covered hereby. This Agreement shall not be altered or amended except by an instrument in writing signed by the parties hereto.

(f) The headings as to contents of particular sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not be construed as a part of this Agreement.

(g) This Agreement shall be enforced and interpreted under the laws of the State of Maryland without regard to conflict of law principles.

(i) In any action arising out of this Agreement, FUSE consents to personal jurisdiction, and agrees to bring all such actions, in state or federal courts located in the City.

(ii) If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

(h) FUSE is acting hereunder as an independent contractor and not as an agent or employee of the City. FUSE shall not represent or otherwise hold out itself or any of its Executive Fellows, directors, officers, partners, employees, or agents to be an agent or employee of the City.

(i) FUSE represents and warrants that, to its knowledge, FUSE's performance of its obligations under this Agreement does not infringe upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

16. <u>Master Agreement Termination</u>.

(a) The City and FUSE may each terminate this Master Agreement for convenience at any time by giving thirty (30) days written notice to the either party, provided that the provisions herein, including but not limited to Section 2, Section 3, Section 4, Section 5, Section 6 and Section 7 shall survive any such termination of this Agreement with respect to any then-serving Executive Fellows for the duration of such appointments. In addition, the City shall pay FUSE its reasonable and allowable costs incurred through the effective date of termination and those reasonable and necessary costs incurred by FUSE to affect such termination.

(b) Except for excusable delays, if FUSE fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, the City may give FUSE written notice of such default. If FUSE does not cure such default or provide a plan to cure such default which is acceptable to the City within a reasonable time or as permitted by the City, then the City may terminate this Agreement due to FUSE's breach of this Agreement.

(c) If a federal or state proceeding for relief of debtors is undertaken by or against FUSE, or if FUSE makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.

(d) If FUSE engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's lobbying policies, then the City may immediately terminate this Agreement.

(e) All finished or unfinished documents and materials produced or procured under this Agreement or an Individual Placement Agreement, including all intellectual property rights thereto, shall become the City's property upon date of such termination. FUSE agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that FUSE was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to (a) above.

(f) The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. **Ownership and License**.

(a) Unless otherwise provided for herein, all Work Products originated and prepared by FUSE for the City, its Executive Fellows or its subcontractors under this Agreement for the City shall be and remain the exclusive property of the City. "Work Products" are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. FUSE hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by FUSE, its Executive Fellows or its subcontractors for the City under this Agreement. FUSE further agrees to execute any documents reasonably necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

(b) FUSE, its Executive Fellows, and its subcontractors shall not provide or disclose any Work Product to any third party without prior written consent of the City.

(c) Any subcontract entered into by FUSE relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under this Agreement such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein.

18. **Insurance**. During the term of this Agreement, FUSE shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by FUSE.

19. **Americans With Disabilities Act**. FUSE and the City hereby certify that each will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq*., and its implementing regulations. FUSE and the City will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs,

services and activities in accordance with the provisions of the Americans with Disabilities Act. Neither FUSE nor the City will discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by FUSE, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

20. **Ratification**. Due to the need for FUSE's services to be provided continuously on an ongoing basis, FUSE may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

21. **Entire Agreement**.

(a) This Agreement contains the full and complete Agreement between the parties, inclusive of this Agreement and the following attachments and exhibits hereto:

Attachment 1: Individual Placement Agreement #1

(b) This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

(c) In the event of any inconsistency between the provisions in the body of this Agreement and the attachments and exhibits hereto, the provisions in this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

FUSE CORPS	**CITY OF HAGERSTOWN, MARYLAND**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment 1

FUSE CORPS
INDIVIDUAL PLACEMENT AGREEMENT

Developing a Citywide Approach to Vacant and Blighted Properties

1. General Terms and Conditions

The Department of Housing and Community Development with the City of Hagerstown ("Host Agency") and FUSE Corps ("FUSE") acknowledge that the terms and conditions of the Master Agreement between the City of Hagerstown and FUSE apply to all parties as it relates to the performance of this Individual Placement Agreement. In the event of any conflict between the Master Agreement and this Individual Placement Agreement, the Master Agreement shall govern.

2. Agreement Term. The Term of this Individual Placement Agreement shall commence as of date of signature and expire on April 20, 2029, unless earlier terminated by the parties in accordance with the terms of this Agreement (the "Term").

3. Period of Work. Within the Term, it is anticipated that the Executive Fellow's first day of work at the Host Agency will be Monday, April 26, 2027, and that the Executive Fellow's final day of work at the Host Agency will be Friday, April 20, 2029 (the Executive Fellow's "Period of Work").

4. Services to be Provided – Part A – Services Before the Fellowship. The following presents a representative summary of the services that FUSE will provide prior to the start of the Executive Fellows' Period of Work:

(a) Project Development: Convene meetings with Host Agency officials to identify project priorities. Clarify project idea through in-depth interviews with host agency officials and any relevant community-based stakeholders recommended by the agency who will be integral to the project's success. Compose a draft scope of work ("Project Description") for review by the host agency. Conduct rounds of edits as needed to finalize approval of the Project Description.

(b) Recruitment: Conduct a local and national candidate search, cultivating applicants from various job boards, associations, and networks. Respond to inquiries from interested applicants seeking additional information. Manage an online application portal and a candidate management system.

(c) Screening: Review applications to determine the most appropriate next steps for each candidate. Conduct an initial phone interview with candidates deemed to be most promising for the role. Conduct an additional follow-up video-interview with candidates deemed strong enough to reach the semi-finalist round.

(d) Selection: FUSE staff will select up to three finalists for each project from the candidate pool based on their assessment of the individuals whose skills and experience are most closely aligned with the role's requirements. Collect electronic references on those individuals from current and former employers, clients, or colleagues. Help coordinate logistics for finalist interviews with host agency officials and any other designated local stakeholders.

(e) On-Boarding: Hire the selected individual as an employee of FUSE Corps who will be dedicated to the specified project. Communicate with both the Executive Fellow and the Host Agency officials in the weeks leading up to the start of the fellowship to help prepare all parties for a successful fellowship.

(f) Orientation: Organize and facilitate a national orientation for all new Executive Fellows beginning at the same time of year within a designated fellowship cohort. Design and execute a robust array of training designed to prepare the Executive Fellow for their two-year fellowship, introducing them to the program's various tools and techniques, building peer-to-peer connections to help create an interactive community of practice among all Executive Fellows and alumni. FUSE will cover all costs and expenses for Executive Fellow to participate in orientation week.

5. **Services to be Provided – Part B – Services During the Fellowship.** The following presents a representative summary of the services that FUSE will provide during the Executive Fellows' Period of Work:

(a) Coaching: Provide the Executive Fellow with the option of an executive coach who will be available to work one-on-one with the Executive Fellow throughout the year

(b) On-Going Support: Organize and facilitate seminar calls hosted by staff, alumni, industry experts, and others to provide ongoing development and skill-building opportunities. Host an online communication platform to allow Executive Fellows to regularly ask questions of peers and FUSE staff as they pursue project goals.

(c) Ongoing Project Development and Evaluation: Schedule ongoing calls and formal evaluations with the Executive Fellow, host agency officials, and FUSE staff to ensure the project remains aligned with goals and evolves appropriately. Reviews will occur periodically throughout the fellowship to assess progress, make adjustments as needed, and plan for subsequent phases of the project.

(d) Gatherings: Organize and facilitate national gatherings for all Executive Fellows within a given cohort. These trainings are designed to review progress achieved and lessons learned to date, clarify plans for increasing impact during the remaining fellowship period, build plans for sustaining the impact of the project following the conclusion of the fellowship, and continue to foster interactive community of practice among all current Executive Fellows and alumni. FUSE will cover all costs and expenses for the Executive Fellow to participate in these gathering.

(e) Employment Management: Provide for payroll and benefit administration and all other responsibilities associated with the Executive's Fellow's status as a full-time employee of FUSE.

6. Services to be Provided – Part C – Fellowship Project Details. The Executive Fellow will provide dedicated capacity to help the City return vacant and blighted properties to productive residential and commercial use. ENOUGH funding support provides for an initial focus on the South End, with procedures and lessons designed for citywide application. Year One will focus on research, stakeholder engagement, and development of recommendations. Year Two will focus on helping implement approved strategies and preparing City staff and partners to continue the work. Recommendations involving City policy, funding commitments, property transactions, or ownership and management arrangements will be presented to the Mayor and City Council for consideration and approval before new City commitments are made.

7. Host Agency Management. The Host Agency will designate two specific employees of the City to play the following roles:

(a) Executive Sponsor: An Executive Sponsor is generally a senior official of the City and/or the host agency's leadership team. This individual should be a visible champion for the project within the host agency and should help ensure that the project achieves its full potential for impact. The Executive Sponsor will provide administrative oversight and approve project deliverables within the Council-approved scope. Decisions reserved for the Mayor and City Council will require separate Council consideration and approval.. The designated Executive Sponsor for this project will be Scott Nicewarner, City Administrator, City of Hagerstown

(b) Project Supervisor: The Project Supervisor is the day-to-day driver of the project and will work directly with the Executive Fellow to ensure that regular progress toward goals is being achieved. This individual will introduce the Executive Fellow to key stakeholders as appropriate, help resolve any misalignments between stakeholders that may arise, and help develop strategies to overcome any obstacles to progress. The designated Project Supervisor for this project will be Amanda Gregg, Director of Housing & Community Development, City of Hagerstown

8. Workspace. The Host Agency agrees to provide the Executive Fellow with a dedicated workspace, telephone services or similar means of communication, a computer, internet access, security clearance as appropriate and necessary to access the designated workplace and computing systems, office supplies, and any other physical or information resources related to performance of services provided for in the Individual Placement Agreement. In a virtual or hybrid work setting, Host Agency will provide the Executive Fellow with the appropriate technology (e.g., a computer with required capabilities and access permissions) required to carry out the project.

9. Expenses. During an Executive Fellow's appointment, the Host Agency, at its sole discretion, may authorize and pay for any reasonable project-related expenses incurred by the Executive Fellow in connection with the performance of services, including business expenses and travel expenses, all in accordance with the Host Agency's applicable policies and procedures. FUSE does not anticipate that the Executive Fellow will incur expenses in the performance of their work unless it is deemed necessary to do so by the Executive Sponsor or Project Supervisor. In that instance, the representatives of Host Agency shall approve expenses

at their sole discretion and also determine a means by which to provide the Executive Fellow with appropriate reimbursement within a reasonable time period for any approved expenses. Without limiting the forgoing, FUSE and the Executive Fellow shall not be required to incur any out-of-pocket expenses in connection with the performance of the services pursuant to the Individual Placement Agreement.

10. Executive Fellow's Compensation. FUSE shall hire the Executive Fellow as an employee and provide for all compensation and benefits to be paid to the Executive Fellow. Except as described in Section 9 regarding Expenses, the Host Agency shall not be required or permitted to pay any supplemental compensation or provide any other form of compensation to the Executive Fellow at any time.

11. Program Fee. In exchange for the services listed above, the Host Agency will pay a program fee of $50,000 to FUSE (the "Program Fee"). The Program Fee constitutes a flat-fee payment in exchange for the mutually-agreed value of the services to be provided by FUSE and is not associated with any form of a "time and materials" or "billable hours and direct costs" arrangement. The Program Fee is inclusive of all services described above, including the annual compensation and benefits for the Executive Fellow. No additional fees beyond the Program Fee will be billed to the Host Agency.

12. Agreement to Pay; Payment Schedule. By executing this Individual Placement Agreement, the Host Agency, as represented by the signatory below, hereby notifies FUSE that the Host Agency has appropriated sufficient funds, received necessary internal approvals, and taken all other necessary steps to process invoices and remit payment directly to FUSE within 30-days of receiving an invoice and in accordance with the schedule below.

(a) First Payment. $12,500 will be due payable on May 1, 2027

(b) Second Payment. $12,500 will be due payable on November 1, 2027.

(c) Third Payment. $12,500 will be due payable on May 1, 2028.

(d) Fourth Payment. $12,500 will be due payable on November 1, 2028.

13. Early Termination. The Host Agency may elect to terminate this project for any reason and at any time by providing written notification transmitted by electronic mail, including the effective date of the project's termination. This notification should be sent simultaneously in the same message to two FUSE leadership team members: Vice President of Programs, Della Williams, at dwilliams@fusecorps.org, and President & CFO, Alison Damaskos, at adamaskos@fusecorps.org. FUSE will work with the Host Agency to plan and execute all of the required steps associated with the early termination of a project, including appropriate communication with the Executive Fellow, who is an employee of FUSE. The Host Agency should NOT communicate in any way with the Executive Fellow about a proposed project termination before first communicating with the FUSE leaders noted above. FUSE may also elect to terminate this project for any reason and at any time, and will provide written notification by electronic mail to the Executive Sponsor and to the Project Supervisor. In the

event of an early termination, the financial terms governing reimbursement rates are as follows:

(a) Termination Prior to the Executive Fellow's First Day. If the effective date of termination occurs after the signing of this Individual Placement Agreement and prior to the Executive Fellow's first day of work, then the City may seek reimbursement of payments made and release from further payments up to a total of $40,000. The parties acknowledge and agree that $10,000 of the Program Fee represents a non-refundable amount, with this portion of the fee being associated, among other things, with FUSE's various pre-fellowship program services, such as project scoping, executive search, candidate screening and selection, on-boarding preparation, new Executive Fellow orientation and training week, and FUSE having reserved one of a limited number of places for the designated Project within a cohort of fixed size.

(b) Termination After the Executive Fellow's First Day. If the effective date of a termination occurs after an Executive Fellow's first day of work at the City and prior to the agreed-upon final day of the Executive Fellow's appointment as specified in the applicable Individual Placement Agreement, then reimbursement may be sought at a pro-rated amount up to $1,667 per month for each full month that the Executive Fellow did not complete within their appointment, counting back chronologically from the designated final day of the appointment.

14. Billing Details. Invoices will be sent through electronic mail to the following individual, who will be asked to send back a reply confirming receipt of each invoice. The billing contact for this Individual Placement Agreement will be:

Name: Amanda Gregg

Title: Director

Email: agregg@hagerstownmd.org

Phone: 301-797-6291

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Extension of Contract: Cable Franchise Agreement - River Oaks (Parker, CO) $ 15,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: