

## Howard County Nonprofit Partnership Agreement Instructions:

In order to formalize your participation in the partnership, it is necessary for you to complete the attached *Right of Entry, Assessment, and Release of Liability Agreement*, and return it to the Office of Community Sustainability.

### **On the Agreement, complete:**

- **Page 1 : organization name, address of nonprofit property, do NOT date**
- **Page 3: fill in the Applicant information including ALL parsonage properties and contact info**
- **Page 4: Two signatures needed - both the Witness/Attest and Applicant's Authorized Representative signatures. The Witness does not need to be a notary, but someone able to attest to your signature and authority to represent your organization.**

Once the Agreement is completed, you will need to send it to the Howard County address noted on page 3. When received, we will obtain the remaining signatures and return a signed copy to you.

While we are eager to work with each of you, due to the large number of participants it may be a while before we contact you specifically to initiate the assessment of your property. However, be assured that once the attached Agreement is signed you will remain a partner with a 100% credit to your Fee until the site assessment is complete and the subsequent *Scope of Work* is defined.

Thanks again for your interest in this partnership.

**Howard County**  
**Watershed Protection and Restoration Fee - Nonprofit Hardship Credit Program**

**Right of Entry, Assessment, and Release of Liability Agreement**

Howard County, Maryland (the "County"), a body corporate and politic, and \_\_\_\_\_ (the "Applicant"), a non-stock corporation, enter into this Agreement (the "Agreement") concerning the Applicant's property at located at \_\_\_\_\_ (the "Subject Property"), as of \_\_\_\_\_.

WHEREAS, Howard County and the Applicant (collectively, the "Parties") desire to identify and establish stormwater Best Management Practices ("BMPs") on the Subject Property with the goal of reducing water pollution from stormwater runoff.

WHEREAS, Title 20, Subtitle 11, of the Howard County Code establishes the Watershed Protection and Restoration Fee (the "Fee") to fund stormwater management projects and programs that improve the quantity and quality of stormwater runoff to benefit the water resources of the County.

WHEREAS, Howard County Code Section 20.1105 establishes a credit of up to 100% of the Fee for nonprofit property owners, if:

- 1) The nonprofit property owner allows the County to enter onto its property to assess and advise the nonprofit on ways to treat stormwater with BMPs to the "Maximum Extent Practicable," and
- 2) The nonprofit property owner implements the BMPs recommended by the County.

In consideration of these recitals, which are a substantive part of this Agreement, the Parties agree as follows:

**I. Certification of Nonprofit and Property Owner Status**

The Applicant certifies that it is a nonprofit organization, as that term is defined under the United States Internal Revenue Code, and that it is in good standing with the Maryland Department of Assessments and Taxation.

The Applicant certifies that it is the owner of the Subject Property with all legal rights to grant to the County a right of entry upon the Subject Property and to permit work to be performed and maintained on the Subject Property.

## **II. Right of Entry**

The Applicant grants to the County, its employees, contractors, and agents, a right of entry to enter onto the Subject Property for the purpose of assessing whether the Subject Property can support certain BMPs and advising the Applicant on what BMPs can be constructed on the Subject Property to treat stormwater to the Maximum Extent Practicable.

## **III. Release, Waiver, and Consent**

The Parties agree to hold each other harmless and be solely responsible for their own personnel and property throughout the entirety of this Agreement.

**Specifically, each Party waives and releases all claims that might arise against the other or their respective officers, officials, board members, employees, contractors, or agents for personal injury or loss or damage to property related to the right of entry and assessment permitted by this Agreement.**

The Parties consent to the unrestricted use of any photographs, recordings, drawings, or other images of the Subject Property.

## **IV. Scope of Work**

The Parties agree to cooperate in good faith to identify and implement BMPs on the Subject Property. This includes the timely production of information, prompt communication, and demonstrated progress in identifying and implementing BMPs.

Prior to the construction of the BMPs, the Parties agree to enter into a written Memorandum of Understanding and Scope of Work (the "Scope of Work") that details the construction of the BMPs on the Subject Property, outlines the financial obligations of the Parties, and authorizes all work to be performed.

## **V. Funding**

Unless otherwise specified in the Scope of Work, the Applicant is responsible for all costs associated with the construction of BMPs and their future maintenance.

The County *may* make a determination on whether the Applicant is eligible for grant funding for the construction and/or maintenance of the BMPs, but that determination will not be made until the Scope of Work is finalized for signing.

## **VI. Credit**

The Parties agree that during the time period developing and implementing the Scope of Work, the Applicant's Fee will not be billed or due.

The County agrees to credit up to 100% of the Applicant's Fee if the BMPs identified in the Scope of Work are implemented and maintained as described in the Scope of Work, for as long as the BMPs function as designed. The County retains sole authority and discretion to determine whether the terms of the Scope of Work have been met. The exact amount of the credit will be included in the Scope of Work.

If this Agreement is terminated, or the Applicant does not implement or maintain the BMPs as required by the Scope of Work, the Fee will be reinstated and billed and due within 30 days.

**VII. Authorization**

The individuals signing this Agreement on behalf of the Parties are duly authorized to bind their respective Parties to this Agreement.

**VIII. Termination**

Either Party may terminate the Agreement by written notice at any time prior to the Parties signing the Scope of Work.

**IX. Miscellaneous**

This Agreement constitutes the entire Agreement of the Parties unless another written and signed Agreement is entered into that specifically references this Agreement. No change or modification of this Agreement is valid unless it is in writing and signed by the Parties. This Agreement is to be interpreted in its plain terms under the laws of the State of Maryland. If any portion of this Agreement is found invalid or unenforceable, it shall not affect the remainder of the Agreement, which shall be severable and enforceable.

Any notices pursuant to this Agreement shall be provided in writing to the Parties at the addresses below:

**Applicant**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Parcel #s: \_\_\_\_\_ (list ALL parcels, including parsonages, cemeteries, etc.)

**Howard County**

Avery Farrell  
Office of Community Sustainability  
Nonprofit Partnership Program  
9200 Berger Road  
Columbia, MD 21046

(Signatures follow on the next page.)

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective duly authorized officials or officers on the day and year first above written.

**WITNESS/ATTEST:**

**HOWARD COUNTY, MARYLAND**

_____	By: _____
Brandee Ganz                      Date _____	Calvin Ball                                              Date _____
Chief Administrative Officer	County Executive

**APPROVED** FOR FORM AND LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

\_\_\_\_\_  
Gary Kuc  
County Solicitor

Reviewing Attorney

\_\_\_\_\_  
Lisa Bagrosky, Senior Assistant County Solicitor

**WITNESS/ATTEST:**

**APPLICANT’S AUTHORIZED REPRESENTATIVE**

_____	By: _____
Signature	Signature
Date _____	Date _____
Name: _____	Name: _____
	Title: _____