

GA-8-15

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: Theresa Wellman

Dept: P&Z

Phone: 410-263-7961

This is a request to

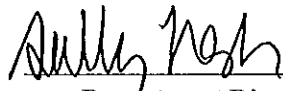
- ☒ review, approve, and/or sign a grant agreement/award
- ☐ other

Grant title: Rental Allowance Program

Grantor: Maryland Department of Housing and Community Dev. Amount: \$ 25,895

Attestation:

- ☒ Match is *not* required.
- ☐ Match is required. Match will be met in the form of ¹ _____

I attest that this asset has been approved/appropriated in ² _____

Department Director signature

7/18/2014

Dept

P&Z

Date




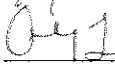
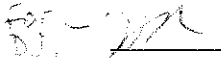


Routing

Initials

Date

In Out

Comments

<input checked="" type="checkbox"/>	originating Dept Director		7/18/2014		
<input checked="" type="checkbox"/>	Grants Coordinator		8/7/14		
<input checked="" type="checkbox"/>	Finance Director		8/8/14	8/14/14	OK
<input checked="" type="checkbox"/>	City Attorney		8/5/14		OK
<input checked="" type="checkbox"/>	City Manager		8/11/14		
<input checked="" type="checkbox"/>	Mayor		8/12/14		
<input checked="" type="checkbox"/>	City Clerk		8/27/14		
<input checked="" type="checkbox"/>	Finance Committee				
<input checked="" type="checkbox"/>	Finance Dept				

Please return to Nikki Pletzer

Return to Originating Department



GRANT Briefing Document, continued

Provide a short narrative. Include:

-program description	- purpose of funds	- due dates
-grant period	-amount of request or award	
-special features, e.g., environmental impact implications, notarization required		

Rental Allowance Program (RAP)

July 18, 2014

The Rental Allowance Program (RAP) provides grants to local governments to provide flat rent subsidies to low-income families who either are homeless or have an emergency housing need. The goal of the program is to enable these households to move from homelessness or temporary emergency housing into housing that is more permanent and to return to self-sufficiency. Eligible residents are low-income families who are homeless, in danger of becoming homeless, or in need of emergency housing. Incomes of assisted households cannot exceed 30 percent of the statewide or area median income, whichever is higher.

This is an entitlement grant of \$25,895. DHCD determines the amount based on an allocation statewide. These are pass-through monies. Funds do not come to the City of Annapolis but go directly to the Community Action Agency, which administers the RAP program for the City of Annapolis. There are no matching requirements.

Grant period is one year. This grant agreement is due back to DHCD on August 15, 2014.

¹ Examples: cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

² Examples: FY__ Operating Budget, a memorandum of understanding, City Council resolution/ordinance.



Chartered 1708

City of Annapolis

DEPARTMENT OF PLANNING AND ZONING

145 Gorman Street, 3rd Floor, Annapolis, Maryland 21401

Annapolis 410-263-7961 • FAX 410-263-1129 • TDD 410-263-7943

July 18, 2014

MEMORANDUM

TO: Michael J. Pantelides, Mayor
Bruce Miller, Director of Finance t

VIA: Sally Nash, Acting Director of Planning and Zoning

FROM: Theresa Wellman, Chief of Community Development

RE: Rental Allowance Program

This is an entitlement grant of \$25,895 from the Maryland Department of Housing and Community Development (DHCD). DHCD determines the amount based on an allocation statewide. These are pass-through monies. Funds do not come to the City of Annapolis but go directly to the Community Action Agency, which administers the RAP program for the City of Annapolis. There are no matching requirements.

(Fiscal Year 2015)

III. LEVEL OF RAP PARTICIPATION

A. Detail Level of activity with FY 14 funding:

Total amount of (FY'14) Grant:	\$25,895
Total amount expended to date:	\$10,604.00
Total number of recipients served:	7
Total number of applicants on RAP waiting list:	15
Number of recipients that have been served the full 12 month term:	2
Number that received an extension to the subsidy period:	0

- B. Briefly describe the responsibilities of each agency, department, social service agency, or organization (public or private) that will be participating in the Local Program. Include outreach, intake, certification, inspection, support services, RAP payments, and requests for extension of subsidy procedures).

Outreach - The Housing program will work with the Department of Social Services, shelters, and churches to identify eligible applicants.

Intake - The applicant is required to bring all forms from their referral source to assist in the pre-application process. Each referral applicant is interviewed.

Inspection -After determining that the applicant is qualified for the program, an inspection of the housing unit is conducted.

Support Services - AACCAA's case manager is directly involved in a support capacity with each participant in the program to assure compliance and satisfactory completion of the program as well as connect the applicant to other resources he/she may need.

Certification- The case manager and the applicant sign the certification form to begin the RAP payment process.

- C. Grantees may use up to 10% of the total RAP allocation for administrative costs associated with the Program.

Do you wish to claim administrative funding for FY15? ☒ **Yes** ☐ **No**

What percentage of your total allocation do you expect to use for the administrative costs?

10% (Not to exceed 10% of allocation awarded)

IV. NOTICES

The Applicant agrees to provide the following notices, either on a standardized application form or on a separate statement, to all applicants for Rental Allowance Payments through the Rental Allowance Program:

- (1) "In accordance with Executive Order 01.01.1983.18, the Department of Housing and Community Development (the "Department") advises you as follows regarding the collection of personal information:

Certain personal information requested by the Department is necessary in determining recipient eligibility for a Rental Allowance Payment. Failure to disclose this information may result in the denial of these benefits or services. Availability of this information for public inspection is governed by the provisions of the Maryland Public Information Act, State Government Article, Sections 10-611 et seq of the Annotated Code of Maryland. This information will be disclosed to appropriate staff of the Department or to public officials, for purposes for which its use is intended. Such information is routinely shared with state, federal or local government agencies. You have the right to inspect, amend or correct personal records in accordance with the Maryland Public Information Act."

- (2) " A person applying for Rental Allowance Payments through the Rental Allowance Program may not knowingly make or cause any false statement or report to be made for the purpose of influencing the action of the Program on an application for Rental Allowance Payments or the purpose of influencing any action of the Program affecting any Rental Allowance Payments already made. A person who knowingly makes or causes to be made such a false statement or report shall, at the option of the Program, be subject to the termination of any benefits under the Program."

V. ASSURANCE OF COMPLIANCE (Attachment A)

Applicant agrees to comply with all applicable federal and State laws regarding discrimination and equal opportunity in employment, housing and credit practice, including without limitation Title VI and VII of the Civil Rights Act of 1964 and VIII of the Civil Rights Act of 1968, as amended, the Federal Fair Housing Amendments Act of 1988 as amended, and the State of Maryland Executive Order 01.01.1989.18 relating to drug and alcohol free workplaces. Please execute the attached Assurance of Compliance.

IN WITNESS WHEREOF, the applicant has caused this document to be duly executed in its name on the 12th day of August, 2014.

Signature Michael Pantelides
(Chief Elected Official or Designee)

Michael J. Pantelides
Typed/Printed Name

MAYOR
Typed/Printed Title

8/12/14
Date

Name: City of Annapolis ("Applicant/Grantee")

RENTAL ALLOWANCE PROGRAM
ASSURANCE OF COMPLIANCE
WITH EEO, CIVIL RIGHTS, DRUG AND ALCOHOL FREE
WORKPLACE AND OTHER REQUIREMENTS

**THE APPLICANT/GRANTEE IDENTIFIED ABOVE HEREBY AFFIRMS THAT IT IS
IN COMPLIANCE WITH AND WILL CONTINUE TO COMPLY WITH:**

A. Title VI of the Civil Rights Act of 1964 (the "Act"), as amended, to the end that, in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee receives financial or technical assistance from the Department of Housing and Community Development of the State of Maryland.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex or national origin;

2. to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, or national origin.

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States.

D. The Federal Fair Housing Amendments Act of 1988, 42 U.S.C. §3601 *et. seq.*, as amended (the "Fair Housing Amendments Act"), to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act).

E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Human Relations and prohibits discrimination in employment and residential housing practices.

F. State of Maryland Executive Order 01.01.1989.18 relating to drug and alcohol free workplaces for non-State entities, promulgated November 28, 1989.

G. The Secretary of the Department of Housing and Community Development of the State of Maryland's (the "Secretary") Policy Statement on Equal Opportunity, to the end that, the Department of Housing and Community Development of the State of Maryland shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices.

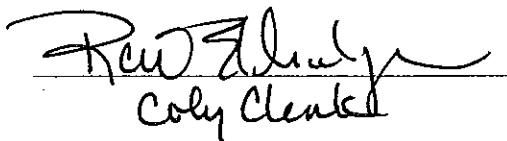
H. The Department of Housing and Community Development's Relocation Policy where applicable.

I. All other related applicable Federal and State laws, regulations and rules.

THE APPLICANT/GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures to effectuate this agreement.

THIS ASSURANCE is given on the date below, in consideration of and for the purpose of obtaining and shall continue for the period of any State financial or technical assistance extended after the date hereof to or on behalf of the Applicant/Grantee by the Department of Housing and Community Development of the State of Maryland. The Applicant/Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Applicant/Grantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant/Grantee.

WITNESS/ATTEST:


Cory Chantel

APPLICANT/GRANTEE:

By: 
(Chief Elected Official or Designee)

Name: Michael J. Pantelides

Title: MAYOR

Date: 8/12/14

**RENTAL ALLOWANCE PROGRAM
GRANT AGREEMENT**

(Fiscal Year 2015)

THIS RENTAL ALLOWANCE PROGRAM GRANT AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 2014 by and between the Community Development Administration (the "Grantor"), a unit of the Division of Development Finance of the Department of Housing and Community Development (the "Department"), a principal department of the State of Maryland, and City of Annapolis, Maryland, a political subdivision of the State of Maryland (the "Grantee").

WHEREAS, the Department administers the Rental Allowance Program (the "Program") pursuant to the provisions of Sections 4-1401 through 4-1406 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the "Act"); and

WHEREAS, pursuant to the provisions of the Act and regulations codified in COMAR .05.05.03.01 et seq. (the "Regulations"), the Department has empowered the Grantor to make grants to eligible grantees for use in making short term monthly housing assistance payments to eligible recipients occupying eligible dwelling units; and

WHEREAS, Grantee, by Application Number RAP 15-02 together with any amendments thereto (the "Grant Application"), has applied to Grantor for grant assistance from the Program; and

WHEREAS, the Grantor has determined, in reliance upon information contained in the Grant Application, that the proposed activities are consistent with the provisions of the Act, the Regulations and the documents promulgated thereunder and has approved an award of grant funds from the Program to Grantee for Grantee to distribute and expend according to the requirements and provisions of this Agreement; and

WHEREAS, the governing body of Grantee evidences its approval of this Agreement by Grantee's execution of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.01. Contents of Agreement.

This Agreement shall consist of the terms and conditions expressed herein, together with the Act, the Regulations and documents promulgated thereunder.

Section 1.02. Definitions.

All terms previously defined in this Agreement or in the Act or Regulations are incorporated herein by reference unless specifically otherwise provided or the context otherwise requires. When used in this Agreement:

- (1) "Default" means any default under Article VI of this Agreement.
- (2) "Disbursement Request" means the Program's form Disbursement Request and all required supporting documentation thereto.
- (3) "Grant" means those funds to be provided by Grantor to Grantee pursuant to the terms and conditions of this Agreement.
- (4) "Participating Party" means any person, firm, corporation or entity other than Grantee or an agent or agency of Grantee identified in the Grant Application as participating in the Project or as a subcontractor for the Grantee.
- (5) "Report" means the Program's form Report of Receipts and Expenditures which Grantee shall submit to Grantor on a monthly basis.
- (6) "Requirement" means any law, ordinance, code, order, rule or regulation of a governmental authority or a local authority, respectively.

ARTICLE II
AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

Section 2.01. Grant Assistance Provided.

Grantor agrees, subject to the terms and conditions set forth herein, and subject to the continued availability of Program funding to the Department, to provide Grantee with a Grant in an amount not to exceed **Twenty-five Thousand Eight Hundred and Ninety-five dollars. (\$25,895.00).**

Section 2.02. Authorized Uses of Grant Funds.

The Grant shall be used in accordance with the Act and Regulations to make Rental Allowance Payments to eligible Recipients occupying Eligible Dwelling Units, and when approved by the Grantee and Grantor, to pay a required security deposit for such units or for other expenses permitted by the Act and Regulations. Grantee shall verify that Recipients are eligible under the requirements of the Act and the Regulations and either are occupying or, simultaneously with receipt of the Rental Allowance Payment, will occupy Eligible Dwelling Units. Except as provided below, Rental Allowance Payments shall be made to Recipients for a term not to exceed twelve consecutive months.

Grantee may also use no more than ten percent (10%) of the Grant amount for administrative costs associated with the Program. In the event of a reduction of Grantee's Grant under Section 3.02 of this Agreement or a default by Grantee under Article VI of this Agreement, Grantee is entitled to retain for administrative costs no more than ten percent (10%) of Grant funds properly expended by the Grantee for Rental Allowance Payments, required security deposits, or other expenses permitted by the Act and Regulations, in accordance with the terms of this Agreement.

Grantee may request extension(s) of Rental Allowance Payments on behalf of a Recipient for additional period(s) of six months if Grantee demonstrates to the satisfaction of the Secretary that the termination of the Rental Allowance Payment would cause undue hardship to the Recipient. Each request for an extension must be delivered to the Grantor in writing and be accompanied by Grantee's written case evaluation of the Recipient.

ARTICLE III
EXPENDITURE, DISBURSEMENT AND REDUCTION OF GRANT

Section 3.01. Expenditure of Grant Proceeds.

Grantee shall expend Grant funds solely for (a) Rental Allowance Payments in accordance with the Program requirements, as the same may be amended from time to time, (b) administrative costs associated with the Program, in an amount not to exceed ten percent (10%) of the Grant, (c) those required security deposits which the Grantee deems appropriate for Eligible Dwelling Units, and (d) other expenses permitted by the Act and Regulations and approved by the Grantee and Grantor.

Section 3.02 Disbursement and Reduction of Grant Funds.

- (a) The Grant shall be disbursed to Grantee by periodic payments upon receipt by Grantor of a completed Program Disbursement Request form accompanied by a statement that the representations, certifications, and other matters contained in this Agreement are and remain true and complete as of the date of the request for disbursement.
- (b) Upon request by Grantee, Grantor may, in its sole discretion, agree to disburse Grant funds directly to a Participating Party. Grantee continues to be responsible for (i) a Participating Party's expenditure of the Grant funds and (ii) any accounting with respect to the Grant funds in accordance with the terms of this Agreement.
- (c) The initial Disbursement Request may be in an amount not to exceed 25% of the Grant and may be submitted to Grantor at any time after the date this Agreement is executed by Grantor.
- (d) Periodic disbursements of the Grant may be requested on a monthly basis, except that Grantor may consent to make disbursements on a different basis if needed. Grantor expressly conditions each disbursement upon Grantee's continued compliance with the Act, the Regulations and the terms and conditions of this Agreement. Grantor reserves the right to reduce the amount of or deny any request for disbursement if payments made by the Grantee are not in conformance with any Program requirements.
- (e) The final Disbursement Request shall be in an amount not to exceed the balance of the Grant.
- (f) Grant funds will be disbursed to Grantee not later than 30 calendar days after receipt of a complete and accurate Disbursement Request.
- (g) If Grant funds are disbursed directly to the Grantee, Grantee agrees to place all funds received pursuant to this Grant in a separate interest bearing account or within special accounts in the appropriate municipal or county financial system. If Grant funds are disbursed directly to a Participating Party, Grantee is responsible for ensuring that the Participating Party places all funds received pursuant to this Grant in a separate interest bearing account in the Participating Party's financial system.
- (h) Any interest earned on excess funding must accrue to and be used solely for the purposes outlined in this Agreement.
- (i) Grantee shall make monthly Rental Allowance Payments by check made payable to lessors on behalf of Recipients, unless notified otherwise by Grantor.

- (j) Grantor will monitor Grantee's expenditures of Grant funds. Grantor reserves the right and Grantee agrees that Grantor, upon thirty days prior written notice to Grantee, may reduce the Grant by an amount not to exceed the balance of the Grant which has not been disbursed to Grantee if payments made by the Grantee are not in conformance with the Disbursement Request or any Program requirements. The Grant shall be deemed to be reduced in the amount specified in Grantor's notice unless Grantee, within thirty days from the date of the notice, submits information satisfactory to Grantor.
- (k) After one year from the effective date of this Agreement, any undisbursed balance of the Grant shall be returned to the Department upon the Department's request.

Section 3.03. Security Deposits.

One monthly rental allowance payment may be applied toward a required security deposit for an Eligible Dwelling Unit.

ARTICLE IV
REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

Section 4.01. Grantee's Representations and Warranties.

Grantee, upon information and belief, represents and warrants to Grantor that:

- (a) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is a part, and has all requisite power and authority to enter into and consummate the transactions contemplated by this Agreement.
- (b) A resolution or ordinance as required by local law has been duly introduced and adopted, passed or enacted as an official act of Grantee's governing body, authorizing the execution and delivery of this Agreement by Grantee, and authorizing and directing the person executing this Agreement to do so for and on behalf of Grantee.
- (c) This Agreement has been duly executed and delivered by Grantee, in such manner and form as to comply with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.
- (d) The representations, statements, and other matters in the Grant Application were true and complete in all material respects when made and continue to be true as of the date of this Agreement.

- (e) Insofar as the capacity of Grantee to carry out any obligation under this Agreement is concerned: (i) Grantee is not in material violation of its charter, any statute, rule or regulations, or any mortgage, indenture, agreement, instrument, judgment, decree, order, and (ii) the execution and performance of this Agreement will not result in any such violation.
- (f) No member, officer, or employee of Grantee, or its designees, or agents, no consultant, no member of the governing body of Grantee, and no other public official of Grantee, who exercises or has exercised any functions or responsibilities over the Local Program during such person's tenure, shall have any interest, direct or indirect, in any Eligible Dwelling Unit, the rental payments for which will be paid in whole or in part by any proceeds of the Grant.
- (g) All sources of funds and all funds for the Local Program as set out in the Grant Application are and remain available and allocated for the Local Program. Grantor may, at any time upon reasonable notice, require Grantee to provide assurances of the availability of funds sufficient to meet Local Program costs and the failure of Grantee to provide assurances in the form and substance satisfactory to Grantor shall be grounds for termination of this Agreement.
- (h) Grantee has complied and will continue to comply with the Act and Regulations.
- (i) There is no Default on the part of Grantee, and no event has occurred or is continuing which with notice or the passage of time or either would constitute a Default.

Section 4.02. General Covenants and Indemnities.

- (a) Grantee shall commence the Local Program and work diligently to make Rental Allowance Payments available to eligible Recipients. Grantee shall not disburse any Grant funds for any purpose other than for Rental Allowance Payments to eligible Recipients occupying Eligible Housing Units, for required security deposits at the option of the Grantee for such units, or for other expenses permitted by the Act and Regulations and approved by the Grantee and Grantor. Grantee shall use only the Grantor's Program documents, including the Grantor's Program operating manual. Any proposed use of alternate forms shall receive the written approval of the Grantor prior to use of any such documents.
- (b) To the extent permitted by the laws of the State of Maryland, Grantee releases Grantor and the Department from, agrees that Grantor and the Department shall not have any liability for, and agrees to protect, indemnify and save harmless Grantor and the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, Grantor or the Department, as a result of any actions taken or not taken by the Grantee in (1) determining the eligibility of an applicant for Rental Allowance Payments or (2) making Rental Allowance Payments. All money expended by Grantor as a result of such liabilities, suits,

actions, claims, demands, losses, expenses or costs, shall be invoiced to the Grantee and due and payable within thirty (30) days by Grantee to Grantor unless extended by mutual consent of the Grantor and Grantee.

- (c) The Grantee's indemnification of the Grantor and the Department under Section 4.02(b) is subject to the availability of funds appropriated by the Grantee for such purpose. The **Honorable Mayor of the City of Annapolis**, Maryland hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an indemnification cost to the Grantor or to the Department under Section 4.02(b).

ARTICLE V INSPECTION AND REVIEW

Section 5.01. Duty to Maintain, and Rights to Inspect and Copy, Books, Records, and Documents.

- (a) Grantee shall keep and maintain such books, records, and other documents as shall be required by Grantor, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Grant, the total cost of the activities paid for, in whole or in part, with the Grant, and the amount and nature of all financing for the Local Program.
- (b) All such books, records and other documents shall be available at the offices of Grantee for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Grantor.
- (c) Grantee shall provide Grantor with copies of all agreements between Grantee and any Participating Party which relates to administration of the Local Program during the term of this Agreement.
- (d) Grantee shall submit the Program form Report and all supporting documentation to Grantor on a monthly basis. The Report must include a list of Rental Allowance Payments naming the payee, the amount of each Rental Allowance Payment, the name of the Recipient and a list (if applicable) of all security deposits paid or any other expense permitted by the Act and Regulations that is paid, naming the payee, the amount and the name of the Recipient.
- (e) Grantee shall provide Grantor with reports due upon request during the term of this Agreement which shall contain information about Recipients served, nature and cost of Eligible Dwelling Units utilized, expenditures made, follow-up activities, if applicable, for Recipients whose Rental Allowance Payments have expired, and any other information required by the Grantor or the Department.
- (f) Grantee shall provide the Grantor with copies of any audits performed of Grantee's records by any other entity.

ARTICLE VI
DEFAULTS AND REMEDIES

Section 6.01. Defaults.

A Default shall consist of (a) any use of Grant Funds for any purpose other than as authorized by the Act and Regulations and this Agreement and as specifically described as the Local Program in the Grant Application; or (b) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement or in any agreement entered into between Grantee and any Participating Party in connection with the activities described in Article II of this Agreement; or (c) the inability of Grantee to account for the use of any Grant Funds to the satisfaction of the Grantor.

Section 6.02. Remedies Upon Default.

- (a) Upon occurrence of any Default, Grantor immediately may suspend Grantee's authority to receive any Grant funds at any time by notice to Grantee. If a Default is not cured within thirty (30) days after Grantor sends written notice of such Default to Grantee, Grantor may continue such suspension or, by delivery of written notice, terminate this Agreement and demand repayment of all or any portion of the Grant which has not been expended in accordance with the terms of this Agreement. If a termination occurs, Grantee's authority to receive additional Grant funds shall terminate as of the date of the notice of termination and Grantee shall have no right, title or interest in or to any disbursed or undisbursed Grant funds.
- (b) If a Default occurs, Grantor may at any time or from time to time proceed to protect and enforce all rights and remedies available to Grantor under this Agreement by suit in equity, action at law, or by any other appropriate proceedings, whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

ARTICLE VII
THIRD PARTY CONTRACT REQUIREMENTS

Section 7.01. Third Party Agreements.

It is understood that Grantee may contract with a Participating Party by written agreement, subject to the prior written approval of Grantor, for the performance of services in connection with the Local Program. Before entering into any agreement with any third party, including any Participating Party, involving the use of Grant funds or the performance of services in connection with the Local Program, Grantee shall first request the written approval and authorization of Grantor.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Notices.

- (a) All amendments, notices, requests, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing.
- (b) Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, addressed as follows:

- (1) Communication to Grantor shall be mailed to:
Director, Office of Programs
Division of Neighborhood Revitalization
100 Community Place
Crownsville MD 21032
with a copy to the Counsel to the Department at the same address.

- (2) Communications to Grantee shall be mailed to:

Theresa C. Wellman

Community Development Administrator

145 Gorman St.

Annapolis, MD 21401

Section 8.02. Assignment.

No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on the Grantee hereunder may be assigned without the prior written approval of the Grantor. An authorization by Grantor for the transfer of the Grant by Grantee to a Participating Party shall not be deemed an authorization for an assignment, and such Participating Party shall not succeed to any rights, benefits or advantages of Grantee hereunder.

Section 8.03. Successors Bound.

This Agreement shall bind, and the rights, benefits and advantages shall inure to, the Grantor's and the Grantee's successors and permitted assigns.

Section 8.04. Remedies Not Impaired.

No delay or omission of Grantor in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any Default, or an acquiescence therein; nor shall any single or partial exercise of any right, power or privilege hereunder preclude exercise of any other right, power or privilege.

Section 8.05. Cumulative Remedies.

All rights and remedies of Grantor under this Agreement shall be cumulative.

Section 8.06. Severability.

The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

Section 8.07. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements (other than the Grant Application and the Assurance of Compliance with EEO, Civil Rights, Drug, and Alcohol Free Workplace and Other Requirements that were executed by the Grantee) between the parties hereto with respect to the Grant. Notwithstanding the provisions of Section 1.01 of this Agreement, in the event of any inconsistency between the provisions of this Agreement and anything contained in the Grant Application, as amended, then the provisions of this Agreement shall prevail.

Section 8.08. Amendment of this Grant Agreement.

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

Section 8.09. Disclaimer of Relationships.

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

Section 8.10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 8.11. Effective Date.

This Agreement shall be presented first to Grantee for acceptance and execution and then shall be executed by Grantor. The effective date of this Agreement shall be the date of Grantor's execution.

Section 8.12. Termination of Grant Agreement.

Unless sooner terminated pursuant to Article VI of this Agreement or by the mutual consent of Grantee and Grantor, this Agreement shall terminate upon the final settlement, to the satisfaction of Grantor, of all issues arising out of this Grant.

(INTENTIONALLY LEFT BLANK)

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS/ATTEST:

[Signature]

GRANTEE: City of Annapolis

By:

Michael Pantelides

Name:

Michael J. Pantelides

Title:

Mayor, City of Annapolis

Date:

August 12, 2014

Approved for form and legal sufficiency this 5th day of August, 2014

[Signature]

Asst. City/County Attorney

Approved for financial sufficiency this 8th day of August, 2014

[Signature]

Finance Director

WITNESS:

GRANTOR: COMMUNITY DEVELOPMENT ADMINISTRATION

By:

Patricia Rynn Sylvester
Director

Multifamily Housing
Community Development Administration

Date:

Approved for form and legal sufficiency this _____ day of _____, _____

Assistant Attorney General