

# GA - 26 - 17

## GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: Theresa Wellman Dept: Planning and Zoning Phone: 410-263-7961 x 7798

This is a request to

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

Grant title: State Revitalization Program Application - Community Legacy

Grantor: Maryland Department of Housing and Community Developm Amount: \$ 200,000

Attestation:

- Match is *not* required.  
 Match is required. Match will be met in the form of <sup>1</sup> \_\_\_\_\_

I attest that this asset has been approved/appropriated in <sup>2</sup> \_\_\_\_\_

[Signature] Planning and Zoning 3/2/17  
Department Director signature Dept Date

Routing	Initials	Date		Comments
		In	Out	
<input checked="" type="checkbox"/> originating Dept Director	<u>EW</u>	<u>3/16</u>	<u>3/2/17</u>	
<input checked="" type="checkbox"/> Grants Coordinator	<u>MP</u>	<u>3/20</u>	<u>3/20</u>	
<input checked="" type="checkbox"/> Finance Director	<u>BM</u>	<u>3/20</u>	<u>3/20</u>	
<input checked="" type="checkbox"/> City Attorney	<u>Q47</u>	<u>3/21</u>	<u>3/21</u>	
<input checked="" type="checkbox"/> City Manager				
<input checked="" type="checkbox"/> Mayor				
<input checked="" type="checkbox"/> City Clerk				
<input checked="" type="checkbox"/> Finance Committee				
<input checked="" type="checkbox"/> Finance Dept				

*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		

The Community Legacy program provides local governments and community development organizations with funding for essential projects aimed at strengthening communities through activities such as business retention and attraction, encouraging homeownership and commercial revitalization.

The City was awarded \$200,000 for the Light House to renovate 206 West Street building to include a 2,600 square foot second floor that will provide four permanent supportive housing units for former Light House shelter residents. The apartments will increase the inventory of permanent supportive housing for homeless men; clients will also benefit from the comprehensive support services provided by The Light House and a location that is within walking distance to many places of employment and on a city bus route.

The 2,700 square foot first floor will house two social enterprise projects – B.E.S.T. Catering and a 50-seat Bistro that includes a coffee bar with trained Baristas, a take-out counter for “grab and go” breakfast, and retail signature food items. These ventures will provide real-work training opportunities and create new employment for 50 graduates of The Light House’s Building Employment Success Training (B.E.S.T.) workforce development program who have been trained and participated in internships in culinary arts and facilities maintenance. After working at the Bistro or Catering, program participants will have acquired the skills and experience needed to find permanent employment in Annapolis’s robust hospitality industry and pave the way out of poverty to solid self-support.

□

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

<sup>2</sup> Examples: FY\_\_ Operating Budget, a memorandum of understanding, City Council resolution/ordinance.



Grant Title State revitalization Programs - Community Legacy

Grant Award (\$) 200,000.00

Originating Department(s): Planning

Dept Contact (Name/Phone): 7798

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries					0.00	
Benefits					0.00	
Overtime					0.00	
Supplies					0.00	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil					0.00	
Training & Education					0.00	
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services					0.00	
Capital Outlay					0.00	
Construction		200,000.00		2,094,415.00	2,294,415.00	Private
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
<b>Total</b>	0.00	200,000.00	0.00	2,094,415.00	2,294,415.00	

TOTAL EXPENDITURES\*: 2,294,415.00

\* May be different from Grant Award \$ if there is a match requirement.

Match is not required.

[Signature]  
Department Director Signature/Date

Planning and Zoning  
Department

Match is required. Match will be met in the form of <sup>(1)</sup> \_\_\_\_\_

I attest that this asset has been approved/appropriated in <sup>(2)</sup> \_\_\_\_\_

\_\_\_\_\_  
Department Director Signature/Date

\_\_\_\_\_  
Department

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(1) Examples (include dollar amounts if applicable): 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.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
COMMUNITY LEGACY AGREEMENT  
FY2017**

**Table of Contents**

**AWARDEE:** CITY OF ANNAPOLIS

**AWARD ID#:** SRP-CL-2017-Annapolis-00045

**PROJECT NAME:** Light House Bistro

- Community Legacy Program Agreement**
  
- Exhibit A - SRP-CL-2017-Annapolis-00045  
Project Description, Scope of Work, and Special Conditions**
  
- Exhibit B - SRP-CL-2017-Annapolis-00045  
Project Budget**
  
- Exhibit C - SRP-CL-2017-Annapolis-00045  
Project Schedule**
  
- Exhibit D - SRP-CL-2017-Annapolis-00045  
Project Impact Data Sheet**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
COMMUNITY LEGACY AGREEMENT  
Project/Capital Grant**

**THIS COMMUNITY LEGACY AGREEMENT** (this "Agreement") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (the "**Grantee**").

RECITALS

- A. This Agreement is issued pursuant to Annotated Code of Maryland Housing and Community Development Article, §§ 6-201 through 6-213, as amended, (the "**Act**") and the regulations promulgated thereunder set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have meanings set forth in the Regulations.
- B. The purposes of the Program are to:
1. Preserve existing communities as desirable places to live and conduct business, thereby reducing outward pressure for sprawl development; and
  2. Provide financial assistance to Sponsors or their designees for the development of sustainable community plans or Community Legacy projects.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2017 application (the "**Application**") the Department has approved award of funds to Grantee to carry out a Community Legacy project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, and this Agreement.

## AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community Designations.

- a) The Project is located in a geographic area that has been designated by the Smart Growth Subcabinet as a Sustainable Community (the "Area").
- b) The Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan (the "Plan").

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Two Hundred Thousand Dollars (\$200,000.00)** (the "Grant") to be used for the purposes of funding the Community Legacy Project (the "Project") described in Exhibit A - SRP-CL-2017-Annapolis-00045 (the "Project Description").
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act and this Agreement.
- c) The Project shall not include or support the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Grant Agreement are not to be construed as approval of any other projects described in the Application.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SRP-CL-2017-Annapolis-00045 (the "Project Budget"). Grantee may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Department.
- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
- e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.

- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on the date (the "Commencement Date") set forth in Exhibit C - SRP-CL-2017 -Annapolis-00045 (the "Project Schedule").
  - b) Grantee shall complete the Project on the date set forth in the Project Schedule (the "Completion Date").
  - c) If the Project involves capital construction or improvements, the Department, its agents and employees, shall be allowed to inspect the Project during construction or rehabilitation.
  - d) The Department must approve all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
  - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
  - f) On or before the Completion Date, Grantee shall obtain all certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) The Maryland Historical Trust has reviewed the Project for impact on historic structures, and, if required has approved the architectural plans and specifications for the Project.
  - b) The Maryland Codes Administration has approved all of the Project plans and specifications.
  - c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions as noted on Exhibit A.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "Other Funds"). Other Funds shall be described by source, use and amount in the Project Budget.
  - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses. Grantee shall submit a Request for Payment in a manner and form approved by the Department. A Request for Payment shall identify in detail all expenses incurred for which reimbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- b) Requests for Payment should be made allowing approximately thirty (30) days to receive the Grant funds. The Request for Payment shall not exceed the eligible costs incurred and approved by the Department. The Department, in its sole discretion, may disburse funds for eligible costs anticipated to be incurred or costs incurred prior to the Effective Date.
- c) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any Request for Payment.

8) Records, Inspections and Reports.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "Records"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the date the Department approves the Final Report described in Section 8(c) below.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the date the Department approves the Final Report. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of contractors in connection with the Project for three (3) years past the date of termination of the contractual relationship between the contractor and Grantee.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the date the Department approves the Final Report, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement. This provision shall survive the term of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Department with interim progress reports in a manner and form approved by the Department. The interim progress reports shall contain such information as the Department requests, including,



but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a Final Report in a manner and form to be determined by the Department that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the approved scope of work for the Project; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; or (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate.
- c) In the event of termination by the Department:
  - i) The Department may withhold disbursement of Grant funds. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
  - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which shall survive the termination of this Agreement.

- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default or completion of the Project.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is either a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) The acceptance of the Grant and the entering into of the Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
- c) None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, state, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a local government any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the "Local Government Indemnification Statutes"), and is not to be deemed as a waiver of any immunity that may exist in any action against a Local Government for its officers, agents, volunteers and employees.

13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
  - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
  - iv) The Department's Minority Business Enterprise Program, as amended;
  - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
  - vi) The Fair Housing Amendments Act of 1988, as amended; and
  - vii) and The Americans with Disabilities Act of 1990, as amended.

14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of real property or improvements thereon that are or may become a part of the Project (collectively and individually, "**Property**"):

- a) Grantee represents, warrants, and covenants that there are no hazardous materials located on the Property, that it will not cause or allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to its best knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations.
- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property, shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition,

or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.

- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Project is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Project is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts required by the Grantee.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent applicable, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as loss payee and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies; and
- h) If Grantee is a Local Government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.

- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department shall be mailed to:

Department of Housing and Community Development  
Division of Neighborhood Revitalization  
7800 Harkins Road  
Lanham, Maryland 20706  
Attn: Community Legacy Program

with a copy to:

Office of the Attorney General  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

CITY OF ANNAPOLIS  
145 Gorman Street  
Annapolis, MD 21401

Attn: Pete Gutwald, Director of Planning & Zoning *06/03/2017*

- 18) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
- 20) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 21) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 22) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.
- 23) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the "Effective Date") and shall remain in effect until the Department's receipt and approval of the Final Report.
- 24) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

- 25) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 26) Technical Assistance. If the Project is not being completed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may request Grantee to accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 27) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 28) Waiver of Maryland's Public Information Act. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department is required to disclose information about the Project to the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. Such information that may be disclosed to any of the foregoing, including the public, may include the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application, and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. This information may be confidential under Maryland's Public Information Act, State Government Article, Section 10-611 et seq. of the Annotated Code of Maryland (the "**Public Information Act**"). If Grantee does not want this information made available to the above referenced parties, Grantee must attach a written objection to this Agreement.
- 29) CONFESSION OF JUDGMENT. THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THIS GRANT AGREEMENT, AT ANY TIME, FOR THE PARTIAL OR TOTAL AMOUNT OF THE GRANT DESCRIBED HEREIN, TOGETHER WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

ATTEST:

CITY OF ANNAPOLIS

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC,  
City Clerk

By: \_\_\_\_\_  
Michael J. Pantelides, Mayor (Seal)

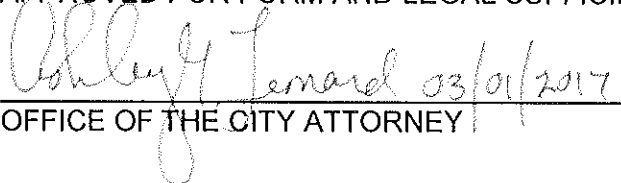
APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:

  
\_\_\_\_\_  
Bruce T. Miller, Director  
Finance Department

\_\_\_\_\_  
Thomas C. Andrews, City Manager

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**EXHIBIT A - SRP-CL-2017-Annapolis-00045**  
**PROJECT DESCRIPTION, SCOPE OF WORK, AND SPECIAL CONDITIONS**

Project Name: Light House Bistro

**1. Project Description:**

Adaptive reuse of a vacant historic building into a bistro and catering business with upper floor housing units.

**2. Project Address(es):**

206 West Street, Annapolis, Maryland 21401

**3. Please describe the Scope of the project:**

Rehabilitation of 206 West Street into a mixed-use property to support the Light House's growing social enterprise programs. The project will include 2,700 square feet of commercial space on the first floor to house a catering company and 50 seat bistro and coffee bar. The second floor will provide four permanent supportive housing units for former Light House shelter residents.

**4. Project Financing (Evidence & Use of Funding Sources):**

Community Legacy will contribute \$200,000 toward the project. Other sources of funding include: FY16 State Bond Bill (\$250,000), FY17 State Bond Bill (\$250,000), Anne Arundel County (\$50,000), City of Annapolis (\$73,681), DHCD OAG/NAF (\$40,000), DHCD MAHT (\$50,000), Bank of America (\$200,000), France-Merrick Foundation (\$100,000), Frohring Foundation (\$150,000), Walmart (\$25,000), Serini Foundation (\$20,000), Friends of the Light House (\$10,000), First Presbyterian Church (\$10,000) and individual donors (\$54,500).

**5. Special Conditions:**

All capital funds are to be used strictly for approved capital activities.