



**City of Laurel  
Façade Improvement Grant Program  
Funding Agreement**

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 201\_ by and between the Mayor and City Council of Laurel, Maryland, whose address is 8103 Sandy Spring Road, Laurel, Maryland 20707-2502, a public body corporate and politic of the State of Maryland (hereafter "City") and \_\_\_\_\_ (Legal Owner) , its successors and/or assigns, whose address is \_\_\_\_\_ hereinafter referred to as "Owner."

**WITNESSETH**

**WHEREAS**, the City (which shall hereinafter be deemed to include its elected and appointed officials, employees and agents) administers a Façade Improvement Program (the "Program") which is funded by Mayor and City Council of the City, along with the State of Maryland, on an annual basis; and

**WHEREAS**, the City has committed funds to be applied to the costs of improving the facade of the retail or residential property of the Owner, a sum not to exceed \$\_\_ total; and

**WHEREAS**, the Owner desires to participate within the Program and has qualified under the program guidelines to receive funds to be used for the improvement of the facade of the property which he/she owns, with the address of \_\_\_\_\_, and the legal description of \_\_\_\_\_ ("Subject Property"); and

**WHEREAS**, the City provides this grant funding within applicable Program guidelines, and is not acting in the capacity of a property improvement finance agency or a property improvement contractor.

**NOW THEREFORE**, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the Owner and the City agree and covenant each with the other as follows:

**REQUIREMENTS TO PARTICIPATE IN THE PROGRAM**

The Owner certifies that he/she meets the requirements for participation in the Program as set forth in the Façade Improvement Program Guidelines.

**THE WORK OF THIS CONTRACT**

1. "Façade Improvements" are the plans and specifications approved by the City in the Owner's application for Program funds; said application, including the plans and specifications as set forth therein, is incorporated herein by reference.
2. The "Work" to be performed under the contract to be executed between the Owner and Contractor (who shall be licensed and bonded in the State of Maryland), means the construction and services, or any portion thereof, required to complete the Façade Improvements, as described above, including all labor, materials, equipment, and services provided by the Contractor, necessary to complete the City-approved "Improvements."

3. The Agreement Documents shall consist of the Façade Improvement Program Guidelines; Application for Funding, including all agreements and other documents referenced therein; evidence of the review and approval of all plans and documents by the Maryland Historical Trust, or if not reviewed and approved by the Maryland Historical Trust, than the review and approval of all plans and documents by the City's Historic District Commission; any City-approved plan(s) or drawing(s); the City-approved work specifications; award notification letter; any addenda issued prior to the execution of this Agreement; any lien, promissory note or other documents required in connection with the financing of the Façade Improvements, and execution of the work required herein; any modifications issued after execution of this Funding Agreement; other documents listed in this contract; and any other documents reasonably required by the City.

## **PROGRAM FUNDING**

1. Funds for the costs of the Façade Improvements under the Program and in accordance with the City approved plans and specifications, shall be payable to the Owner on a reimbursement basis only, grant amount is not to exceed \$\_\_\_\_\_. The City shall not be responsible for payment of any grant funds unless the City has expressly approved the plans and specifications for the Façade Improvements in writing, on a date certain.
2. Program funds shall be disbursed to the Owner upon the City's determination that construction of all Work in connection with the Façade Improvements has been satisfactorily and entirely completed, and that the Owner has been issued a certificate of completion. The Owner must provide proof satisfactory to the City (including copies of all original invoices with affidavits of payment) that all payments due the Contractor, or any other person or entity performing the Work (other than Façade Program funds) have been made before Program funds can be disbursed. Program funds will not be disbursed for projects that do not comply with the design plans submitted as a part of the Owner's approved application for funds, or any conditions outlined in the award notification letter. The determination that the work performed in connection with this Agreement is "satisfactory and entirely completed," and that the work does "comply with the design plans ... or any conditions outlined in the award notification letter" shall be in the sole and exclusive judgment of the City.
3. Payment of the grant to the Owner will be processed upon the receipt of all required payment documentation from the Owner, and verification by the City that all terms of the grant, including this Funding Agreement and the Program guidelines, have been satisfied for the approved project. The verification, including a determination of compliance with all requirements and guidelines for the payment of the grant by the City, shall be determined by the City in its sole and exclusive judgment.
4. The Façade Improvements, as approved by the City for this grant, shall remain upon the building upon which they were constructed and installed, and shall be maintained in good condition, for a minimum of thirty-six (36) months. Should said Façade Improvements be removed in, or be substantially degraded in quality for, less than thirty-six (36) months from the date of the payment of the grant, Owner shall repay the City the amount of the grant paid to Owner by the City. Failure to do so may result in an imposition of a lien upon the Subject Property by the City.

## PROJECT ADMINISTRATION

1. The Owner shall work in good faith, and cooperate with the City during the full course of the improvement project to facilitate the completion of the Work. The Owner understands that participation in the Program requires that the City be permitted full access to the Subject Property to allow the City to inspect the improvements, to assure compliance with the approved plans and specifications, and terms of this Agreement.
2. Should concealed problems be discovered during the Work in connection with the Program, the Owner shall contact the City immediately upon said discovery with a detailed description of the problems discovered. Any corrective work required by such discovery shall not be a reason to cease the Façade Improvements without the prior written approval of the City. Should the City agree to allow the Work to cease for this reason, the grant funds awarded by this Program for the Façade Improvements shall not be disbursed. Should the Owner agree to correct the concealed problems and continue with the Façade Improvements, the Owner shall be responsible for all funding to correct the concealed problems. The plans to correct the concealed problems, including the impact, if any, upon the Façade Improvements, shall be approved by the City prior to implementation of said work.
3. Modifications to the final plans submitted as part of the Program application or changes to the construction documents which produce visible differences in the previously approved project design will require prior review and approval by the City. No additions, deletions, or modifications to the work as defined in the approved Program Application or conditions outlined in the award notification letter shall be made unless authorized by a written Change Order signed by the Owner and Contractor, and approved by City staff, prior to any work on said modifications. Failure to receive such prior approval shall invalidate this Agreement and this Agreement shall be deemed terminated.
4. When the Facade Improvements have been one hundred percent (100%) completed, the Owner shall notify the City, and the City shall perform a review: (a) to verify that the terms of the grant application and this Funding Agreement, including, without limitation, the plans and specifications for the Façade Improvements, have been satisfactorily completed, and (b) to validate and allow a request for final payment. The determination as to whether or not the terms of the grant application and this Funding Agreement, including, without limitation, the plans and specifications for the Façade Improvements, have been satisfactorily completed shall be within the sole and exclusive judgment of the City.
5. The Façade Improvements shall be one hundred percent (100%) completed no more than two (2) years after the date that the plans and specifications for the Façade Improvements were approved in writing by the City. The City may extend this deadline, but any such approval shall occur prior to the two-year deadline, shall be in writing, and shall be in the sole and exclusive determination of the City.
6. The City assumes and shall have no liability for any inspection or non-inspection of the work in any stage of completeness. The City assumes and shall have no liability for any performance or non-performance by the Owner or the Contractor.

7. By its approval of the Façade Improvements, sufficient to permit release of the grant funds to the Owner, said approval does not either expressly or by implication provide any warranty or guarantee of the work performed, labor, systems, installation, appliances, or materials utilized during the performance of the improvement work. Performance of warranty services under the improvement contract is the sole responsibility of the Contractor.
8. All claims and disputes between the Contractor and the Owner arising out of or relating to this Funding Agreement, or the breach thereof, shall be decided by the alternative dispute resolution procedures of mediation such as those used by the Better Business Bureau or the American Arbitration Association, unless the parties mutually agree otherwise.
9. The Owner shall furnish surveys and a legal description of the site as required by the City.
10. The Owner (which may include the Owner's Contractor, subject to an agreement between those parties) shall secure and pay for any and all required permits, fees, approvals, easements, assessments and/or other charges required by the Unified Land Development Code of the City of Laurel in connection with the construction and installation of the Façade Improvements, including any consequent impacts on the structure(s) upon which the Façade Improvements are constructed. .
11. The Owner shall indemnify and hold harmless the City, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and all claims, suits, actions, damages, liability, and expenses (including reasonable attorneys' fees and court costs) in connection with loss of life, bodily or personal injury, or property damage (of its own or any other property), including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Façade Improvements and this Agreement.
12. The Owner shall record this fully executed Agreement in the Land Records of Prince George's County, MD, and shall provide evidence of said recordation to the City. No funds approved pursuant to this Agreement shall be disbursed to Owner unless proof of the recordation of this Agreement has been provided to the City.

#### **CHANGES IN THE WORK**

1. Except in an emergency endangering life or property, no additions, deletions, or modifications to the Work shall be made without receiving the prior written approval of the City. The City shall not be obligated to approve any such additions, deletions or modifications.

#### **TERMINATION OF THE AGREEMENT**

1. If the Owner fails to comply with any term of this Funding Agreement, or is in breach of this Agreement, the City shall notify the Owner of said failure or breach in writing, and the Owner shall cure any such failure or breach within ten (10) days of the receipt of said written notice. Should any such failure or breach not be cured within said period of time, the City may wholly suspend or terminate the permit(s) under which the Work under this Agreement is being performed, and may terminate this Agreement, and the grant awarded

under this Agreement may not be awarded, unless said failure or breach is corrected to the satisfaction of the City, in its sole and exclusive judgment.

## **MISCELLANEOUS PROVISIONS**

1. This Agreement provides neither a representation nor assurance that the Facade Improvements as set forth in this Agreement can be developed, constructed or installed and carried through to completion by the Owner at the property herein described. This Agreement, in conjunction with the Facade Program Guidelines which by reference are made a part hereof, defines the Program and the process, events, and activities that are integral to its operation. Its intent is to provide a mutually agreed upon framework by which the City will provide a grant to the Owner to improve the facade of the Subject Property, provided all Program requirements have been and remain satisfied.
2. The City has determined the Owner to be eligible to participate within the Program based upon information the Owner has provided, under penalty of perjury.
3. No elected or appointed official of the City, nor any employee of the City during his/her tenure, or for one year thereafter the termination of that tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.
4. This Agreement shall be governed by the laws of the State of Maryland, and the venue of any action in connection with this Agreement shall be in Prince George's County, MD.
5. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.
6. This Agreement constitutes the entire Agreement between the Owner, its successors and/or assigns, and the City, and all prior or contemporaneous oral and written agreement or representations of any nature with reference to the subject of the Agreement are canceled and superseded by the provisions of this Agreement.

**IN WITNESS WHEREOF**, the Owner and City have executed or caused these presents to be executed by its respective authorized representatives to be effective as of the day and year first above written. This Agreement is executed in two original copies of which one is to be delivered to the Owner for recordation as set forth herein, and one to the City.

**SIGNATURES:**

**City of Laurel :**

**Owner(s):**

\_\_\_\_\_  
CRAIG A. MOE  
Mayor

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
KIMBERLY A. RAU, CMC  
Clerk to the City Council

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

STATE OF MARYLAND :  
to wit:

COUNTY OF PRINCE GEORGE'S :

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared Craig A. Moe, known to me (or satisfactorily proven) to be the Mayor of Laurel, MD, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
[NOTARIAL SEAL]

STATE OF MARYLAND :  
to wit:

COUNTY OF PRINCE GEORGE'S :

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the Owner of certain property located at \_\_\_\_\_, with the legal designation of \_\_\_\_\_, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
[NOTARIAL SEAL]