

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
GOVERNOR'S OFFICE OF RURAL BROADBAND  
MARYLAND BROADBAND INFRASTRUCTURE PROGRAM GRANT AGREEMENT

FY2021

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AWARDEE: \_\_\_\_\_

AWARD ID#: \_\_\_\_\_

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[Grantee]

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
OFFICE OF RURAL BROADBAND  
MARYLAND BROADBAND INFRASTRUCTURE PROGRAM GRANT AGREEMENT  
Project/Capital Grant**

**THIS BROADBAND INFRASTRUCTURE GRANT AGREEMENT ("Agreement")** is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ("**the Department**"), a principal department of the State of Maryland ("**State**") and \_\_\_\_\_ ("**the Grantee**"). The Department and the Grantee are each a "**Party**" and may collectively be referred to as "**the Parties**".

**RECITALS**

- A. This Agreement is issued pursuant to the Legislature's appropriation in the FY2020 Capital Budget Bill ("**the Budget**") of funds for the Governor's Office of Rural Broadband ("**the Office**"). The Budget establishes the Local Government Infrastructure Fund ("**the Fund**") within funding allocated to the Department. To make use of these funds for the benefit of the citizens of Maryland, the Department and the Office have established the Maryland Broadband Infrastructure Grant Program ("**the Program**").
- B. The purpose of the Program is to:
1. Address the deficit of broadband resources available to serve rural residents and businesses in the State; and
  2. Provide financial assistance, in the form of grants and loans, to local governments and private providers for improvements to broadband access, and projects aimed at overcoming infrastructure barriers to the expansion and availability of broadband resources in unserved and underserved areas.
- C. The Department supports the mission of the State generally and, in particular, the Office, to deliver broadband internet to rural communities in Maryland, by providing funding to support approved broadband infrastructure projects as described above.
- D. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2020 application ("**the Application**"), the Department has approved an award of funds to Grantee to carry out a Broadband Infrastructure project, said funds to be expended by Grantee in conformity with the requirements and provisions of the Office's Maryland Broadband Infrastructure Grant Program Application Guide ("**the Guide**"), and this Agreement.
- E. "**Effective Date**" means the date that this Agreement has (1) been approved by the Board of Public Works, and (2) executed by the Department.

[Grantee]

## 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) Rural Area Designation.

- a) The Proposed Funded Service Area is located in an eligible geographic area that meets the definition of Rural Area as defined in Section 2-207(a)(7) of the State Finance and Procurement Article, Maryland Ann. Code.

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 \$ \_\_\_\_\_ **Million Dollars (\$X,XXX,XXX.00)** (“**the Grant**”) to be used for the purposes of funding the Broadband Infrastructure Project (“**the Project**”) described in Exhibit A hereto (“**the Project Application**”) and Exhibit C (“**the Project Map**”).
- 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 construct the Project in accordance with the provisions of the Guide and this Agreement.
- c) Funds provided by the Department under this Agreement shall not be used for operating expenses, including, not limited to: leases of any kind, the provision of customer devices (handsets, laptops, tablets, etc.), bandwidth and spectrum expenses, salaries and overhead not directly related to the construction of the broadband network. Funds also may not be used for the purchase or construction of towers, land, buildings, or for building renovations, tower upgrades, or the acquisition of facilities or companies.
- d) The Application may have included proposed projects in other jurisdictions other than the Project. The approval of the Application as to the Project, and the execution of this Agreement, are not to be construed as approval of any other proposals 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 (the "**Project Budget**") and the “Eligible Grant Purposes” set forth in the Guide. Grant eligible expenses are capital expenses defined as expenses that are capitalized. All grant eligible capital expenditures must be for new, non-depreciated items and can include the construction of outside-plant deployment (including last mile and middle mile infrastructure), electronic equipment necessary to deliver service (including equipment shelters, wireless radio, and antenna), and other capital costs that are directly necessary to provide broadband service to the end user.
- c.) Grantee may not expend Grant Funds for purposes contrary to this Agreement, or for any purpose described under “Ineligible Grant Purposes” in the Guide. Grantee also may not expend more than the amount allocated for any category in the Project Budget without the prior written consent of the Office.
- d) 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 second (2<sup>nd</sup>) anniversary of the Effective Date.

[Grantee]

- e) 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.
  - f) 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 or prior to September 1, 2020 ("**Commencement Date**").
  - b) Grantee shall complete the Project prior to August 31, 2023 ("**Completion Date**").
  - c) If the Project involves capital construction or improvements, the Department, its agents, and its employees shall be allowed to inspect the Project during construction and upon completion.
  - d) The Department must approve all changes to the Project Description, Project Map, 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 Proposed Funded Service 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) Grantee has submitted, and the Office has approved, all the Project plans and specifications.
  - b) Work related to the disbursement has been completed.
  - c) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction.
- 6) Other Funds; Matching Funds Requirement.
- 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**"). As Exhibit C to this Agreement, Grantee shall provide a listing of all such Other Funds, which describes the source of said funds, and where the source is other than the Grantee, shall also provide a letter from the source of funds confirming the availability of the funds and setting forth any special conditions or restrictions on their use.
  - 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.

[Grantee]

- c) Grantee is required to contribute a match towards the Project that is a minimum of fifty percent (50%) of the total construction cost and a one hundred percent (100%) equivalent of the Grant amount (“**the Match**”), except as provided below. The match must be available cash and cannot be used to fund operational costs, except as provided in the Guide. Projects that include areas designated as Sustainable Communities and/or Priority Funding Areas are eligible for a reduced match requirement of twenty-five percent (25%) of the total construction cost and one-third (1/3<sup>rd</sup>) of the Grant amount (“**the Reduced Match**”). Eligibility for the Reduced Match requirement or any other exception to the Match requirement must be confirmed in writing with the Office prior to disbursement of the Grant.
- d) 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 at minimum thirty (30) calendar 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.

Sections 8(a) and 8(b) shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee’s governing body, if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, “**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.

[Grantee]

- 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 related to the project 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.
- 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 Office with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Office 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 Office no later than ten (10) working days after the due date.
  - ii) Within forty-five (45) calendar days after Grantee completes the Project, Grantee shall submit to the Office a final report (the "**Final Report**") in a manner and form to be determined by the Office that describes the completed Project, the success of the Project including the number of homes and businesses that gained access to broadband facilities, 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. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Office.
  - 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; Termination.

- 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; (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) calendar 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, without a notice and cure period.
- c) In the event of termination by the Department following a default:
  - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or  
[Grantee]

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.
- c) In addition to exercising any or all of 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.
  - d) The Department may also terminate this Agreement for convenience upon sixty (60) days' notice to the Grantee, whenever the State shall determine that such termination is in the best interest of the State. In the event of an early termination under this subsection, the Grantee will be reimbursed all reasonable costs incurred prior to the date of the notice of termination, pursuant to Section 7.
  - e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether due to default, completion of the Project, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a Local Government, a unit of a Local Government, an incorporated organization that is regarded as a partner of the local government, or any other legal entity other than an individual or partnership that is recognized as a partner by the local government.
- 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) Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate the project, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
- 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.
- g) Grantee is aware it will not be eligible to submit a future application for another project within the awarded jurisdiction until the construction related to this Grant is complete and the Grant is fully closed out, or two years, whichever is later.

- 11) Liability. Grantee releases the State, the Department, and the Office from, agrees that the State, the Department, and the Office shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or [Grantee]



asserted or imposed against the State, the Department, or the Office, as a result of or in connection with the Project, except for the gross negligence or willful misconduct of the Department or the Office. This Section shall survive the term of this Agreement.

- 12) Indemnification. Grantee agrees to protect, indemnify, and save harmless the State, the Department, and the Office from and against any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorney's fees, arising out of or in connection with the Project, except in the event of gross negligence or willful misconduct by the Department or the Office. Grantee agrees that all costs incurred by the State, the Department, or the Office as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this Agreement, 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 State, the Department, and the Office 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 exists to the extent permitted by law and 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 "LGTCA"); 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, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its operations.
  - b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, including:
    - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
    - ii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
    - iii) The Department's Minority Business Enterprise Program, as amended;
    - iv) 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; and
    - v) 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 the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations.
  - b) Grantee shall indemnify and hold the State, the Department, its employees and agents harmless from all  
[Grantee]



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) 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 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.
- c) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

16) 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:

Kenneth C. Holt  
Secretary  
Department of Housing and Community Development  
7800 Harkins Road  
Lanham, MD 20706

*and*

Kenrick Gordon  
Director, Governor's Office of Rural Broadband  
Department of Housing and Community Development  
7800 Harkins Road  
Lanham, MD 20706  
With courtesy e-mail to: kenrick.gordon@maryland.gov  
[Grantee]

b) Communications to Grantee shall be mailed to:

Attn:

- 17) Amendment. This Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 18) 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.
- 19) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 20) 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.
- 21) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 22) 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 Effective Date and shall remain in effect until the Department's receipt and approval of the Final Report.
- 23) 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.
- 24) 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.
- 25) Technical Assistance. If the Project is not being completed or performed 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 that Grantee accept technical assistance the Department feels is necessary for the Project to proceed in a manner acceptable to the Department.
- 26) 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.

[Grantee]

27) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and 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. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “PIA”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, 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 for financial assistance; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

**[Remainder Of Page Intentionally Left Blank]**

WITNESS the hands and seals of the Department and the Grantee.

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_ (SEAL)

Kenneth C. Holt, Secretary

\_\_\_\_\_  
Date

Approved for form and legal sufficiency,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

**Exhibits:**

- Exhibit A – Project Application
- Exhibit B – Project Budget
- Exhibit C – Other Funds
- Exhibit D – Project Proposed Funded Service Areas Map

[Grantee]