

## MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM

### FY 2026 NON-CAPITAL GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into by and between the Maryland Heritage Areas Authority (“**MHAA**”), an instrumentality of the State of Maryland (“**State**”) operating in the Maryland Department of Planning (“**MDP**”), and Mayor and Council of Rockville, a local government, a political subdivision or body politic and corporate formed under the laws of the State of Maryland, with its principal office located at 111 Maryland Avenue Rockville, MD 20850 (“**Grantee**”). The Agreement is effective as of the date it is executed by MHAA.

### RECITALS

- A. MHAA is authorized under § 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (“**Act**”), and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code of Maryland Regulations (“**Regulations**”), to make grants to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for the planning, design, acquisition, development, preservation, restoration, interpretation, marketing, management, or programming of certified heritage areas and their partners, as further described in the FY 2026 MHAA Grants Manual (“**Manual**”) and the applicable FY 2026 MHAA Grant Guidelines (“**Guidelines**”), as may be amended from time to time, which are posted online at <https://mht.maryland.gov/Pages/MHAA/heritage-areas-resources.aspx>
- B. Grantee has applied to MHAA for a grant for the project described herein (“**Grant Application**”); and
- C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Manual and Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

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, MHAA and Grantee agree as follows:

#### 1. **Grant and Project Terms.**

MHAA has agreed to provide Grantee with funds in an amount not to exceed \$15,850.00 (“**Grant**”) to assist Grantee in carrying out the following work:

The Project involves investigating the Avery Road Colored Cemetery through ground penetrating radar. The Grant and Match may support the costs of site visits, site clearing, and hiring a consultant to complete a ground penetrating radar survey. The Match may also support staff time, donated equipment and supplies, and volunteer time.

(“**Scope of Work**” or “**Project**”).

Grantee shall use the Grant only for the Scope of Work described above and shall complete and operate the Project in accordance with the terms and conditions of this Agreement and its exhibits and attachments, the Act, the Regulations, the Guidelines, and the Manual. If the Project involves construction on Property protected or to be protected by an Easement or Preservation Agreement as set out in Section 5 of this Agreement, Grantee, before expending any portion of the Grant, must obtain from the Maryland Historical Trust (“MHT”) approval of the plans and specifications for the activities within the Scope of Work. Changes to the Scope of Work or the approved plans and specifications must be approved by the MHAA project monitor identified in Section 7.a. below (“**Project Monitor**”). The requirements for submitting plans and specifications and amending the Scope of Work are set out in the Manual.

2. **Grantee’s Match.** Grantee is required to provide a matching contribution in an amount equal to the Grant (“**Match**”), as set out in the following Project Budget:

**PROJECT BUDGET**

MHAA GRANT	\$15,850.00
MATCH	\$15,850.00
TOTAL MHAA PROJECT BUDGET	\$31,700.00

The Match must be approved by MHAA and must be used to pay for Project expenses described in the Scope of Work. The Match may be any combination of cash and in-kind contribution and must be consistent with the requirements set out in the Guidelines and Manual. If the Match is reduced or otherwise becomes unavailable, Grantee must replenish the Match in order to comply with the requirements of this Section.

3. **Term of Agreement.** This Agreement shall remain in effect until MHAA confirms in writing that all requirements of the Agreement have been satisfied, including MHAA’s receipt of a satisfactory Final Report, as set out in the following Project Timetable:

7/10/2025	“ <b>PROJECT START DATE</b> ”: Grant funds may be used for approved Project expenses incurred on or after this date.
7/30/2026	“ <b>MID-PROJECT REPORT DUE DATE</b> ”: Grantee must submit online a Mid-Project Report, including any financial documentation required with a completed Request for Payment.
7/13/2027	“ <b>PROJECT END DATE</b> ”: All work items detailed in the Scope of Work must be completed. All eligible Project expenses to be reimbursed by Grant funds must be incurred.

9/30/2027	<b>“FINAL REPORT DUE DATE”:</b> Grantee must submit to Project Monitor a Final Report, including any and all Project deliverables and all requested documentation, with a completed final Request for Payment.
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Grantee must submit both a Mid-Project Report and a Final Report in accordance with the dates indicated in the chart above and in compliance with Section 4 of the Terms & Conditions attached hereto as Exhibit A.

**4. Payment of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MHAA will pay the Grant in installments as the Project progresses. Payments will be made in response to requests for payment (“**Request for Payment**”) submitted by Grantee through MHAA’s online grants software system.
- b. All Requests for Payment must be satisfactory to MHAA and must identify all costs incurred for which the payment is being sought, along with such additional supporting documentation as may be required by MHAA.
- c. MHAA will approve the payment of Grant funds within 30 days of determining that a Request for Payment is for an amount that is due and payable under this Agreement and includes: (1) Grantee’s federal employer identification number or social security number; (2) a grant agreement identification number or another adequate description of the Project or this Agreement; and (3) any additional documentation required by MHAA.
- d. The last payment of the Grant will be retained by MHAA until satisfaction of the following conditions:
  - (i) Grantee’s completion of the Project to the satisfaction of MHAA;
  - (ii) Grantee’s submission of a Final Report on or before the Final Report Due Date set forth in the Project Timetable, acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project;
  - (iii) Grantee’s submission of final Request for Payment of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA; and
  - (iv) If applicable, Grantee shall have executed, or caused the owner of the Property to execute an easement, a preservation agreement, or a modification of such documents, in the form provided by MHT.

- e. The requirements related to Requests for Payment are set out in the Guidelines and Manual.

**5. Easement and Preservation Requirements.**

An Easement or Preservation Agreement is not required for this Grant.

**6. Acknowledgement of MHAA Support.**

As set forth in greater detail in Section 6 of the Terms & Conditions attached hereto as Exhibit A, Grantee must acknowledge MHAA's support of the Project in any public pronouncements or materials about the Project.

**7. Notices.**

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement must be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows, or to such other person or address as the parties may from time to time designate by written notice to the other party:

- a. Communications to MHAA must be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority  
Maryland Historical Trust  
100 Community Place, 3<sup>rd</sup> Floor  
Crownsville, Maryland 21032  
Attn: Andrew Arvizu, Project Monitor

- b. Communications to Grantee shall be mailed to:

Megan Flick  
Principal Planner  
City of Rockville  
111 Maryland Avenue  
Rockville, MD 20850

Grantee must notify MHAA of any changes in its address within 30 days of the date the change becomes effective.

**8. 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 MHAA to comply with any

existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

**9. Amendment.**

- a. Minor amendments to this Agreement may be made from time to time by written or emailed request for amendment from either party to the Agreement that is approved in writing or by email from the other party to the Agreement.
- b. Material amendments to this Agreement shall be evidenced by a written instrument executed by both of the parties to the Agreement.
- c. Only Applicable for Heritage Area Management Grantees: Annual renewals of management grants awarded to Heritage Area management entities may be accomplished through a material amendment if the renewal relates to the same Five-Year Action Plan as the Agreement.

**10. Assignment.** This Agreement may not be assigned without MHAA's prior written approval.

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

**12. Entire Agreement.** This Agreement and its accompanying Terms & Conditions (Exhibit A) constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto with respect to the Grant.

**13. Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

**14. Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, as applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHAA, recordation fees, and Grantee's attorneys' fees, if any.

**15. Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon 30 days' written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request payments shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not yet paid to Grantee. At the time of termination, Grantee shall return to MHAA any funds paid to Grantee but not yet expended by Grantee as authorized by this Agreement.

**16. Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including facsimile counterparts or as a "PDF" or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

17. **Authority to Sign.** The undersigned representative of Grantee warrants, under penalty of perjury, that they possess the legal authority to sign this Agreement on behalf of Grantee and that this Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee. For Grantees that are nonprofit organizations, if the undersigned is not the director of Grantee's board, an elected officer of Grantee, or an executive director, president, or equivalent position appointed pursuant to Grantee's bylaws, additional documentation is required to confirm that the undersigned representative has authority to bind Grantee.

The authorized signatures for Grantee and MHAA below signify their acceptance of the terms of this Agreement:

**MAYOR AND COUNCIL OF ROCKVILLE**

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

Name: Jeff Mihelich

Title: City Manager

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

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

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

**MARYLAND HERITAGE AREAS AUTHORITY**

By: \_\_\_\_\_  
Andrew Kelson  
Chief of Operations, Department of Planning  
Designee for the Chairman  
Maryland Heritage Areas Authority

\_\_\_\_\_  
Date of Execution on behalf of MHAA  
(Effective Date)

Attachments:

Exhibit A                      Terms & Conditions

## **EXHIBIT A**

### **TERMS & CONDITIONS**

The following terms and conditions govern, and are incorporated into, the Grant Agreement to which they are attached:

**1. Easement and Preservation Requirements for Capital Projects.**

If required in Section 5 of the Grant Agreement, Grantee shall execute, or cause the owner of the Property to execute an easement or preservation agreement, or a modification of these documents, satisfactory in form and content to MHT. The requirements related to easements and preservation are set out in the Guidelines and Manual.

**2. Construction Requirements for Capital Projects.**

- a. Prior to commencing Work on the Property, Grantee shall obtain all necessary federal, State, or local certifications, permits, licenses, and approvals and satisfaction of all requirements otherwise necessary to commence the Work;
- b. On or before the Project End Date, Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfy all requirements necessary to operate the Project;
- c. During the term of the Agreement, Grantee shall permit MHAA and MHT, and their agents and employees, to enter upon and inspect all Work performed in connection with the Project. All Work performed in connection with the Project is subject to approval by MHAA and MHT;
- d. Grantee shall ensure that all Work performed in connection with the Property shall be performed in a good and workmanlike manner and shall comply with all applicable local, State and federal laws and ordinances;
- e. Grantee may not use the Grant for construction work in interior spaces used solely for worship or religious education or for building elements that bear religious imagery;
- f. No approvals or inspections by MHAA or MHT of the Project during construction shall constitute a warranty or representation by MHAA or MHT, or any of their agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any staff, agent, representative, or designee of MHAA and MHT are performed solely for the benefit of MHAA and MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person; and
- g. The requirements relating to MHT Project review and approvals are set out in the Manual.



- h. In addition to the requirements of Sections 2a. through 2g. above, the following apply to construction on Property that is eligible for or listed in the National Register of Historic Properties:
  - i. Prior to any construction, reconstruction, improvement, enlargement, alteration, demolition or ground disturbance on the Property (collectively, “**Work**”), Grantee shall have obtained all required approvals from MHT of the Work and the Project plans and specifications;
  - ii. Grantee shall construct the Project in accordance with any plans and specifications approved by MHT;
  - iii. No changes may be made to the plans and specifications, to the contracts for construction of the Project, or in construction of the Project without the prior written approval from MHT; and
  - iv. Grantee shall ensure that all Work performed on the Property is consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 C.F.R. Part 68), as determined by MHT.

**3. Default and Remedies.**

- a. A default under this Agreement shall occur if:
  - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by Grantee in this Agreement, or in an easement, a preservation agreement, or a modification of these documents with respect to the Property;
  - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
  - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, a Request for Payment, or affecting the Grant in general;
  - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
  - (v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property, and MHAA determines, in its sole discretion, that the default may have an adverse material impact on the Project;
  - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection

- with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
- (vii) With respect to a Project involving any type of construction, before the Project is completed and the final payment under the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHAA;
  - (viii) At any time an easement or preservation agreement, or any modification thereto, required pursuant to this Agreement is determined, by court finding or otherwise, not to be legally enforceable by MHT for any reason;
  - (ix) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;
  - (x) Grantee has not expended the Grant funds necessary to complete the Project by the Project End Date; or
  - (xi) Grantee has not provided the Match to MHAA's satisfaction.
- b. Except as provided in paragraph d below, MHAA shall give Grantee written notice of default, and Grantee shall have 30 days from the date of such notice to cure the default.
  - c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
    - (i) Reduce the amount of the Grant or withhold payment of the Grant;
    - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
    - (iii) Terminate this Agreement by written notice to Grantee.
  - d. Grantee's bankruptcy or insolvency, or the dissolution or liquidation of Grantee's business organization or assets, constitutes a default under this Agreement, and MHT shall have the right to terminate this Agreement immediately.
  - e. Defaults under an easement or preservation agreement or modification required under this Agreement shall be governed by the applicable provisions of the easement or preservation agreement.
  - f. In the event of MHAA's termination of the Agreement:
    - (i) Grantee's authority to request a payment shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not paid;

- (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement; and
- (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

#### **4. Records and Reports.**

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, and after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.
- b. Books, accounts, and records of Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 3 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall submit a Mid-Project Report by the Mid-Project Report Due Date set forth in the Project Timetable. Upon request by MHAA, Grantee shall submit progress reports, and/or examples of deliverables, through the online grants software system, or as otherwise directed by the Project Monitor. The requirements related to the Mid-Project Report and the progress reports are set out in the Guidelines and Manual.
- d. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
- e. Should Grantee at any time determine that the Project will not meet established goals within the Project Timetable, Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.
- f. Grantee shall submit a Final Report on the Project by the Final Report Due Date set out in the Project Timetable, which report must be approved by MHAA prior to the release of the final payment. Incomplete reports will be returned, and Grant funds may be recaptured in the event Grantee fails to submit a satisfactory Final Report or any financial documentation requested by MHAA or MHT. The requirements related to the Final Report are set out in the Guidelines and Manual.

- g. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

**5. General and Special Covenants.**

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with non-discrimination, equal opportunity, fair practices, accessibility, local zoning, building, public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- c. For capital grants of \$90,000 or more that involve construction work, Grantee must complete, submit, and comply with a State Minority Business Enterprises (MBE) business plan, attached to the Agreement as Attachment 1. MBE requirements do not apply to the acquisition of real property
- d. Grantee grants to MHAA and MHT the non-exclusive intellectual property right to use any work that Grantee may create, make, or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations (collectively, "**Materials**"). MHAA and MHT shall have the right to use the Materials without restriction or limitation, and without compensation to Grantee.

**6. Grantee's Support Acknowledgments.**

With respect to all Project-related (i) public events such as interviews, ground-breaking ceremonies, dedications, media events; and (ii) materials such as press releases, brochures, video productions, installation of exhibits, signage, web pages, and any other materials that Grantee publishes in connection with the Project:

- a. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo (which Grantee shall obtain from the Project Monitor), in the following format:

This project has been financed in part with State funds from the Maryland Heritage Areas Authority but does not necessarily reflect its views or policies.

- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area technical support identifying the name of the local heritage area, along with the logo of the local heritage area.

- c. Grantee shall obtain MHAA's review and approval of the materials listed above which are funded by the Grant prior to production of such materials, as outlined in the Manual.

**7. Grantee's Certifications.**

By executing the Agreement, Grantee certifies to MHAA that:

- a. If Grantee is a business entity, Grantee is duly organized and validly existing under the laws of Maryland, is duly registered to do business in the State with the Maryland Department of Assessments and Taxation, or is qualified to do business in the State as a foreign corporation, and will take such action as may be necessary from time to time to remain so qualified throughout the term of this Agreement;
- b. Except as validly contested, Grantee has paid, or has arranged for payment of, all taxes owed to the State of Maryland, and has filed all required returns and reports with the Comptroller of the Treasury, the Maryland State Department of Assessments and Taxation, and other State governmental entities as required under State law, and will have paid all withholding taxes due to the State of Maryland prior to the release of State funding by MHT or MHAA, as applicable;
- c. No officer, director, member, or employee of Grantee, nor any of Grantee's assignees, designees, agents, or consultants, has a financial interest, direct or indirect, in any contract or subcontract for the work to be performed in connection with the Project, or will receive any benefit therefrom, at any time during or after such person's tenure;
- d. No officer, director, member, or employee of Grantee has been convicted of, or admitted under oath to, any violation of Maryland law, federal law, or the laws of any other state in connection with obtaining a contract with any public body, including but not limited to: bribery, attempted bribery, or conspiracy to bribe; fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; or a violation of the Racketeer Influenced and Corrupt Organization Act or the Mail Fraud Act;
- e. Grantee has not been debarred under Maryland law, federal law, or the laws of any other state, is not a successor, assignee, subsidiary, or affiliate, or subcontractor of a suspended or debarred entity, and has not defaulted under a contract with a public body in a manner that justifies debarment, as determined by the Board of Public Works;
- f. Grantee is not in default, and has not previously defaulted, on a grant or loan from MHAA, MDP, or MHT, and there is no event which, but for the passage of time and giving of notice, would become an event of default under any grant or loan agreement with MHAA, MDP, or MHT;
- g. 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; and

- h. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects.

**8. Indemnification.**

Unless prohibited by law, Grantee releases MHAA from, agrees that MHAA shall have no liability for, and agrees to protect, indemnify, and hold MHAA harmless 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 MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement.

If Grantee is a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301 *et seq.* and § 5-5A-02, all as amended from time to time.

**9. Environmental Certification and Indemnification for Capital Projects.**

Grantee makes the following certifications and indemnification regarding the environmental conditions on the Property:

- a. Grantee shall (i) not cause or allow any hazardous materials to be placed on the Property in violation of federal, State or local laws; (ii) carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may exist on or be placed on the Property;
- b. To the best of Grantee's knowledge, the Property is in compliance with all applicable federal and State environmental laws and regulations;
- c. Grantee shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of hazardous materials including lead paint from the Property; and
- d. Grantee releases MHAA from, agrees that MHAA shall have no liability for, and agrees to protect, indemnify and hold MHAA harmless 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 MHAA as a result of the failure of the Property to comply in all respects with all applicable environmental requirements. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred as a result of the failure of the Property to comply in all respects with all applicable environmental requirements, including reasonable attorney's fees and

court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement.

- e. This Section shall survive the term of this Agreement.

**10. Insurance.**

- a. Grantee shall carry hazard, general commercial liability, general contractor, title or flood insurance as applicable to the Property or the Project. The requirements related to insurance coverages are set out in the Guidelines and Manual. Grantee shall provide satisfactory evidence of required insurance coverages upon request by MHAA.
- b. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MHT.