

**MEMORANDUM OF UNDERSTANDING
FOR DEMOLITION AND STABILIZATION**

THIS MEMORANDUM OF UNDERSTANDING for Demolition and Stabilization (this “Agreement”), effective as of the date executed by the last of the three parties identified herein (the “Effective Date”), is by and between the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland, acting by and through the Baltimore City Department of Housing and Community Development (the “City”), the Maryland Department of Housing and Community Development (the “Department”), a principal department of the State of Maryland (the “State”), and the Maryland Stadium Authority (the “Authority”), a body corporate and politic and an instrumentality of the State. The City, the Department, and the Authority may each be referred to individually as a “Party,” or collectively referred to as the “Parties,” in this Agreement.

WHEREAS, there are thousands of parcels of real property in Baltimore City upon which exist abandoned, derelict, and dilapidated buildings (such parcels of real property are hereinafter referred to as the “Blighted Properties”). The Blighted Properties pose health and safety hazards and negatively affect Baltimore neighborhoods.

WHEREAS, addressing the problem of Blighted Properties is a key goal of “Project CORE,” or Creating Opportunities for Renewal and Enterprise, a joint City-State initiative to devote significant resources to the transformation and redevelopment of Baltimore City, while providing workforce development and jobs creation.

WHEREAS, the Department and the City desire to improve the Blighted Properties in a safe and efficient manner in order to enhance the quality of life in the City’s neighborhoods, promote safety, and revitalize the City by (i) demolishing structures on the Blighted Properties and converting the remaining open parcels into gardens, parks, other green amenities, or redevelopment opportunities, or by (ii) stabilizing structures on the Blighted Properties to prevent further deterioration and to eliminate their blighting influence.

WHEREAS, the Authority has experience and expertise in managing complex urban construction projects on behalf of the State and its political subdivisions, and pursuant to Md. Code Ann., Econ. Dev. Art. §10-622(a), the Authority is authorized to enter into

intergovernmental agreements to facilitate such development projects for the State and its political subdivisions.

WHEREAS, pursuant to Md. Code Ann., Econ. Dev. Art. §10-622 (d), the Authority shall not expend any of its own funds in connection with the work to be performed pursuant to this Agreement.

NOW THEREFORE, in consideration of the promises and obligations set forth herein, and for other good and valuable consideration, the City, the Department, and the Authority agree as follows:

1. **Recitals.** The above recitals are made a part of this Agreement.
2. **Term.** Unless otherwise agreed in writing by the Parties or terminated in accordance with Sections 7.7 or 12 below, this Agreement shall begin on the Effective Date and shall terminate on June 30, 2019 (the "Term"), in a manner consistent with Section 7.6. The first fiscal year under this Agreement will end on June 30, 2016, and each successive fiscal year thereafter will begin on July 1 and end on June 30.

3. **Relationship of the Parties.**

3.1 **Funding.** The Department and the City are responsible for funding One Hundred Percent (100%) of the Project Costs, as defined herein. The Authority shall not expend any of its own funds for Project Costs.

3.2 **Public Relations.** The Parties share the common goal of supporting Project CORE and improving Baltimore City neighborhoods through the Demolition or Stabilization of the structures on the Blighted Properties, and they agree to cooperate in the preparation and release of all publicity, ceremonial events, and media coverage in connection with this Agreement and the work to be performed hereunder.

3.3 **Authority as Agent.** The Authority will act as the agent of the State in procuring, coordinating, and managing the Work under this Agreement.

3.4 **Lien Rights.** To the extent permitted by law, the Authority and the Department will cooperate with the City's future efforts to assess liens against any privately-owned Approved Blighted Properties related to demolition expenses.

4. **Definitions.**

4.1 "Approved Blighted Properties" means those Blighted Properties that have been designated by the Department, in consultation with the City, for Demolition or Stabilization, as described in Section 5.3.

4.2 "Building Official" means the Commissioner of the Baltimore City Department of Housing and Community Development or his or her authorized representative, as defined in Baltimore City Revised Code § 103.1.

4.3 "Demolition" means razing or demolishing the structure(s) on a Blighted Property, and removal of the debris resulting from the razing or demolishing, as defined in Baltimore City Revised Code § 202.2.16. Demolition may also be accomplished through Deconstruction.

4.4 "Deconstruction" means the Demolition (as defined in Section 4.3) of structure(s) by the dismantlement of components thereof for re-use, repurposing, recycling, and waste management, as well as the removal of the components or any resulting debris from a Blighted Property.

4.5 "Notice to Proceed" means formal, written notification, executed by a representative of the City, to the Authority with a copy to the Department, in accordance with Section 5.4.

4.6 "Project Costs" means all direct and indirect costs and expenses resulting from or related to the performance of the Work under this Agreement. Project Costs may include, but are not limited to, payments to contractors, consultants, or other third parties for work performed, costs of equipment and materials, certain reimbursement costs approved by the Department related to relocation expenses, and administrative costs of the Authority in managing and overseeing the Work. Project Costs shall include, and the Authority shall be reimbursed for, ordinary overhead and actual costs, salary, and benefits of the Authority's staff in proportion to the time expended on the Work. All Project Costs shall be paid by the Department.

4.7 “Stabilization” means all work of any kind, not amounting to rehabilitation, that is needed or required to be performed by the Building Official, to make a structure on a Blighted Property safe and secure, to prevent its further deterioration, and to eliminate its blighting influence, as defined in Baltimore City Revised Code §202.2.53.

4.8 “Work” means the procurement, preparation, coordination, management, and performance of Demolition or Stabilization undertaken in response to a Notice to Proceed from the City. Work will be performed in accordance with industry standards. The Authority will develop guidelines and procedures (the “Guidelines”) for the implementation of the Work, providing the City and the Department with the opportunity to review and comment on the Guidelines.

5. **Obligations of the City, Representations, Warranties, and Services.**

5.1 **Representations and Warranties.** The City represents and warrants that it shall possess full and final legal authority to proceed with the Demolition or Stabilization of any structure on an Approved Blighted Property that it identifies in a Notice to Proceed under this Agreement. The City further represents and warrants that (a) its right to proceed with Demolition or Stabilization, as requested in a Notice to Proceed, shall not be restricted, limited, or in any way affected by any liens, encumbrances, title issues, rights, or other interests, related to an Approved Blighted Property identified in a Notice to Proceed or any structure thereon, and that (b) with respect to an Approved Blighted Property identified in a Notice to Proceed, all persons residing therein have been relocated by the City in accordance with the terms of the federal Uniform Relocation and Real Property Acquisition Act, to the extent applicable. The City shall provide the Authority with any and all permits, authorizations, approvals, consents, certifications, judgments, orders, Notices to Proceed, documentation, or any other information of any kind, to support and confirm the City’s fulfillment of the representations and warranties set forth herein. To the extent that any squatters or other individuals should return to reside in an Approved Blighted Property, the Authority shall not begin or continue any work under a Notice to Proceed, unless or until the City has removed those individuals from the Approved Blighted Property.

5.2 **In-Kind Services.** The City shall obtain, at its own expense, all necessary information, permits, authorizations, approvals, and any other prerequisites, whether

administrative, legal, or governmental, that are required for the Authority to proceed lawfully with any Demolition or Stabilization (collectively, the “In-Kind Services”). In-Kind Services shall include, but are not limited to:

- (a) Ordinary overhead, administrative costs, and actual costs, including salaries of the City’s staff in proportion to the time expended on the In-Kind and Relocation Services, to the extent not otherwise reimbursed;
- (b) Completion of all required building inspections related to the Approved Blighted Properties;
- (c) Delivery of all required notices to adjoining property owners of planned Demolition or Stabilization;
- (d) Discontinuing or permanently shutting-off all utility services to an Approved Blighted Property, and ensuring that any utility apparatus or equipment, such as underground storage tanks (“UST”), have been properly removed or shut-off and approved for abandonment-in-place, provided, however, if despite the City’s best efforts, a UST is discovered after demolition begins, the Authority will stop work, notify the City of the unforeseen condition, and the City’s contractors will remove the UST;
- (e) Obtaining and posting any and all required on-site notices and signage for the Work;
- (f) Obtaining any and all permits from the Building Official or other City authorities, in a timely manner, that may be required to proceed with and close-out the Work;
- (g) Obtaining any additional administrative, legal, or governmental approvals required as a result of any special conditions or circumstances applicable to an Approved Blighted Property. Such conditions may include, but shall not be limited to, the location of a Blighted Property along shorelines, waterways, or within the Chesapeake Bay Critical Areas, the designation of a Blighted Property as a

landmark of historical or architectural significance, or the location of a Blighted Property within or adjacent to an area that is designated for preservation;

- (h) Securing fully executed right-of-entry agreements that may be necessary for the performance of the Work;
- (i) Acquiring legal title or rights to proceed with the Work;
- (j) Payment of any and all costs or expenses of acquisition in connection with an Approved Blighted Property;
- (k) Payment of the value of a new “Housing Choice” voucher issued to a relocated lawful occupant of an Approved Blighted Property, to the extent not included as a relocation cost;
- (l) Any other act or approval required by law as a prerequisite to the performance of Demolition or Stabilization on an Approved Blighted Property;
- (m) Land planning services relating to an Approved Blighted Property beginning on the date that the property is designated as an Approved Blighted Property and continuing for a rolling period of twenty-four (24) months following the date of substantial completion of the Work thereon; and
- (n) Performance of fencing, mowing, trimming, and maintenance of resulting open parcels after Demolition and continuing for a rolling period of twenty-four (24) months following the date of substantial completion of the Work on each Approved Blighted Property.

5.3 Identification of Properties for Demolition or Stabilization. The Department will select, in consultation with the City, Blighted Properties for Demolition or Stabilization under this Agreement, in the manner that follows.

5.3.1 The City has provided to the Department a list of Blighted Properties for Demolition or Stabilization (the “Initial Blighted Properties”). The list of Initial Blighted Properties is attached as **Exhibit A**.

5.3.2 Beginning with the Initial Blighted Properties, and thereafter on an annual list for which quarterly updates will be provided, the City will provide to the Department a list of concentrated Blighted Properties for which it recommends Demolition or Stabilization. The list of blighted Properties will be created at an annual stakeholder meeting hosted by the City that will include, among others, the Department. The Department may designate, in concurrence with the City, Blighted Properties to be included on the list of Blighted Properties. The list shall include Blighted Properties in half- or whole- block tracts or otherwise targeted to result in enhancing the quality of life in the City's neighborhoods and revitalizing the City. Targeted demolitions shall not require the construction of a new wall or the alteration, repair, or modification of an existing wall at a contiguous property. The Department shall select from the list, in consultation with the City, those properties for which Demolition or Stabilization shall proceed ("Approved Blighted Properties"), consistent with Section 10.1. Upon the Department's selection of Approved Blighted Properties, the City will commence In-Kind Services for those properties.

5.3.3 The City's annual list of Blighted Properties will be provided to the Department, with a copy to the Authority, on or before July 1 of each successive fiscal year of the Term. Any quarterly amendments to the annual list shall be provided to the Department, with a copy to the Authority, on or before the 15th day after the close of each quarter of each successive fiscal year of the Term.

5.4 **Notice to Proceed.** Upon the City's completion of all In-Kind Services (except for those set forth in Subsections 5.2 (m) and (n) above) for Approved Blighted Properties, the City shall provide a Notice to Proceed to the Authority, executed by a representative of the City, with a copy to the Department, identifying the Approved Blighted Properties to which the Notice to Proceed applies and certifying, representing and warranting that the City has satisfied all of its obligations set forth in Sections 5.1 and 5.2 (except for those set forth in Subsections 5.2(m) and (n) above) with respect to the properties identified therein. For each Approved Blighted Property, the City shall (i) provide the minimum supporting documentation to be required under the Guidelines, and (ii) designate whether Demolition or Stabilization should be performed.

5.4.1 The Authority and the Department shall have the right to review and approve each Notice to Proceed and to request that the City provide supplemental information.

The Authority may refuse to proceed with the Work on an Approved Blighted Property, if in the reasonable judgment of the Authority or the Department, the City has not satisfied its obligations under this Agreement with respect to any Approved Blighted Property.

5.4.2 Within thirty (30) days of the Effective Date of this Agreement, the City shall provide the Authority, with a copy to the Department, the first Notice to Proceed, identifying the Approved Blighted Properties for which the City has fulfilled all of its obligations under this Agreement and certifying, representing, and warranting that the City has satisfied all of its obligations set forth in Sections 5.1 and 5.2 (except for those set forth in Subsections 5.2 (m) and (n) above).

5.4.3 Thereafter, as In-Kind Services are completed for Approved Blighted Properties that are clustered to result in the equivalent of half- or whole-block tracts or otherwise targeted to enhance the quality of life in the City's neighborhoods and revitalize the City, the City shall provide the Authority, with a copy to the Department, a Notice to Proceed, identifying those Approved Blighted Properties for which the City has fulfilled all of its obligations under this Agreement, and certifying, representing, and warranting that the City has satisfied all of its obligations set forth in Sections 5.1 and Section 5.2 (except for those set forth in Subsections 5.2(m) and (n) above).

5.5 **Post-Work Maintenance.** Once the Authority notifies the City that the Authority has completed the Work on an Approved Blighted Property, the City shall: (a) For City-owned property, assume full responsibility for the maintenance and upkeep thereof, in compliance with any and all federal, State, and local laws and regulations; and (b) For both City-owned and privately-owned properties, assume responsibility for the maintenance and upkeep thereof, in compliance with the International Property Maintenance Code, as amended by the Building, Fire, and Related Codes of Baltimore City for a period of thirty (30) years or until such earlier date on which the property is redeveloped, sold, or otherwise conveyed to a third party.

6. **Obligations of the Authority, Performance of Work.**

6.1 Upon receipt of a Notice to Proceed, the Authority will commence Work on the Approved Blighted Properties identified in the Notice to Proceed, provided that (i) the City has satisfied all of its obligations to provide In-Kind Services in connection with those Approved

Blighted Properties and (ii) there are sufficient funds from the Department available to the Authority for the performance of the Work.

6.2 The Authority will manage the procurement process for all of the Work in accordance with the Authority's Procurement Policies and Procedures to achieve the best overall value in connection with the Work. In performance of the Work, the Authority shall:

- (a) Act and make decisions on behalf of the City in procuring, coordinating, and managing the Work;
- (b) Designate a project manager for the Work;
- (c) Employ any contractors and consultants that the Authority determines to be appropriate or necessary to complete the Work;
- (d) Cause any contractors and consultants to procure and maintain all necessary licenses and permits for performance of the Work;
- (e) Cause any contractors and consultants to perform all parts of the Work in compliance with applicable federal, State, and local laws;
- (f) Cause any contractors and consultants to procure and maintain all necessary insurance required by law and to provide adequate risk coverage for the Authority, the Department, and the City;
- (g) Cause any contractors and consultants to obtain and maintain payment and performance bonds, as appropriate;
- (h) Cause any contractors and consultants to provide, in a form reasonably satisfactory to the Department, a binding written obligation to defend, indemnify, and hold harmless the Authority, the City, and the Department and each of their officials, employees, and agents from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, expenses, and proceedings of any kind whatsoever and costs of any kind or type (including but not limited to reasonable attorney's and expert's fees and costs), arising directly or indirectly from the contractor's or consultant's activities, or those of its subcontractors, sub-consultants, employees, and invitees, in connection with the

Work, except for any liability or responsibility arising from the intentional misconduct or gross negligence of the Authority, the City, or the Department. All amounts due thereunder shall be payable on demand;

(i) Provide quarterly status reports to the Department and the City, tracking the progress of the Work, which will include a narrative of Work completed in that quarter, before- and after- photographs, and any other information reasonably requested by the Department or the City. Quarterly status reports will be provided within thirty (30) days after the close of the applicable quarter;

(j) Provide the Department and the City with copies of all appropriate supporting documents for all invoices paid by the Authority in connection with the Work, which documentation shall include certification that the Work for which payment has been made is complete; and

(k) Reimburse actual relocation expenses incurred from and after the Effective Date that are approved by the Department and that were required by the federal Uniform Relocation and Real Property Acquisition Act.

6.3 Upon the completion of the Work on an Approved Blighted Property, the Authority will leave the property as follows: Where Demolition has been performed, the remaining open parcel shall be backfilled, graded, and seeded, consistent with parts (b) through (d) of **Exhibit B** to this Agreement. Where Stabilization has been completed, the remaining structure(s) on the property shall be left stable and secure.

7. **Funding Obligations of City and Department**

7.1 **Minimum Commitments for 1st Fiscal Year.**

(a) The Department commits SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$7,100,000) to the Authority to be used to pay for Project Costs during the first fiscal year of the Term. Within twenty (20) business days of the Effective Date of this Agreement, the Department shall transfer to the Authority an initial amount of TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000) (“Startup Funds”) to be used to pay for Project Costs during the first fiscal year of the Term.

(b) Once the balance of Startup Funds (not committed by the Authority for any portion of the Work) is reduced to Five Hundred Thousand Dollars (\$500,000), the Authority may issue Purchase Orders to the Department. Each Purchase Order shall identify what Project Costs will be paid with the funds requested through the Purchase Order, including identification of the Approved Blighted Properties upon which Work will be performed. Within twenty (20) business days after receipt of a Purchase Order, the Department will transfer to the Authority those additional funds required to pay the Project Costs identified in the Purchase Order.

(c) Within twenty (20) business days of the Effective Date of this Agreement, the City shall deliver to the Department a written statement committing to provide In-Kind Services having a documented cash value of ONE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1, 775,000) over the first fiscal year of the Term. For the first fiscal year, In-Kind Services will also include the following, with respect to the Approved Blighted Properties listed on **Exhibit A**, as approved by the Department: (i) those services listed in Section 5.2(a) through (l) incurred prior to the Effective Date, and (ii) relocation costs incurred prior to the Effective Date.

7.2 Minimum Commitments for Succeeding Fiscal Years. Provided that the City satisfies its commitment to provide the In-Kind Services as set forth in Section 7.1(c) above, then for each succeeding fiscal year of the Term (“Succeeding Fiscal Year”), the following shall occur:

(a) Subject to appropriations, and in accordance with Section 7.7 below, the Department commits an additional SEVEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$7,100,000) to the Authority per each Succeeding Fiscal Year.

(b) For each Succeeding Fiscal Year, the Authority may issue Purchase Orders to the Department. Each Purchase Order shall identify what Project Costs will be paid with the funds requested through the Purchase Order, including identification of the Approved Blighted Properties upon which Work will be performed. Within (20) business days after receipt of a Purchase Order, the Department will transfer to the Authority those additional funds required to pay the Project Costs identified in the Purchase Order. Project Costs in any Succeeding Fiscal

Year will be paid first from any funds previously disbursed to the Authority, in excess of Five Hundred Thousand Dollars (\$500,000), which have not been previously committed by the Authority for any portion of the Work in accordance with Section 7.6.

(c) Subject to appropriations, within twenty (20) business days of the start of each Succeeding Fiscal Year, the City shall deliver to the Department a written statement committing to provide In-Kind Services having a documented cash value of ONE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,775,000) over that fiscal year of the Term, subject to amendment as provided in Section 7.3.

7.3 Increased Commitments to be Proportional.

The Department may increase its commitment of monetary funding for the Work for any Succeeding Fiscal Year without requiring an amendment to this Agreement, provided that the City agrees to match the increase by providing the Department with a written statement committing to increase its contribution of In-Kind Services so that for every dollar (\$1.00) committed by the Department, the City will contribute twenty-five cents (\$.25) of In-Kind Services. If commitments are increased for any Succeeding Fiscal Year, the City will amend its written statement pursuant to Section 7.2 (c).

7.4 Maximum Annual Commitments.

For any Succeeding Fiscal Year, the total commitment of monetary funds shall not exceed Twenty-Five Million Dollars (\$25,000,000) from the Department and documented In-Kind Services with a cash value of Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000) from the City.

7.5 Quarterly Reporting of In-Kind Services.

On a quarterly basis, the City shall document and report to the Department, with a copy to the Authority, the performance of In-Kind Services that it has provided for the preceding quarter. Transactions relating to the In-Kind Services provided by the City are subject to audit by the Department and documents and records related thereto are subject to review in accordance with Section 9 of this Agreement.

7.6 Monetary Funds to Carry-Over.

7.6.1 If at the end of any fiscal year of the Term, the Authority has monetary funds in excess of Five Hundred Thousand Dollars (\$500,000) from the Department, which are not committed to a portion of the Work, the Authority may continue to use such funds for the payment of Project Costs, and the commitments of monetary funds from the Department and In-Kind Services from the City for the next fiscal year shall not be reduced or affected thereby. Any funds that are uncommitted and remaining from any prior fiscal year will carry over to the next fiscal year but must be committed to Project Costs prior to the commitment of any funds for the next fiscal year.

7.6.2 Funds are committed by the Department under this Agreement when properties are designated as Approved Blighted Properties pursuant to Section 5.3.2. Any funds not so committed at the end of the Term of this Agreement will revert to the Department.

7.6.3 Any funds not spent within thirty-six (36) months after conclusion of all Work under this Agreement will revert to the Department.

7.7 Subject to appropriation.

(a) Funding for any fiscal year after the first fiscal year of the Term will be subject to budget constraints and legislative approvals. In any Succeeding Fiscal Year, if funds are not appropriated or otherwise made available to the Department or to the City in the amounts and for the purposes set forth in this Agreement, then this Agreement shall be automatically terminated, without any action required, and this Agreement shall terminate as of the beginning of the first day of the fiscal year for which the minimum funding identified in Section 7.2 is either not appropriated or not available for any other reason.

(b) In the event of the termination of this Agreement pursuant to Section 7.7(a), the Authority shall have the right to complete any portion of the Work and to pay any Project Costs for which funding was provided prior to the failure to appropriate.

8. **Authority's Receipt and Use of Funds.**

8.1 **Authority as Grantee.** Subject to any required approval by the Board of Public Works, the Authority is a Grantee of funds from the Department and this Agreement constitutes a grant agreement between the Department and the Authority.

8.2 **Quarterly Accounting Reports.** Within thirty (30) days after the end of each quarter, the Authority will provide a Quarterly Accounting Report to the Department and the City, setting forth an accounting of Project Costs with supporting documentation.

8.3 **Annual Limits.** The Authority shall not commit any Project Costs that exceed the total funding held by the Authority under Section 7 of this Agreement.

8.4 **Necessary Costs.** All labor and costs incurred by the Authority shall be necessary to the Work described in this Agreement and shall constitute usual and customary charges in the applicable industry.

9. **Records.**

9.1 The Authority will maintain accurate financial records and records of all services performed under this Agreement. Upon reasonable notice, the Department and the City shall have the right to inspect all such records. The Authority shall make the records, and its administrative offices, personnel, consultants, or volunteers who are involved in the Work available to the Department and the City upon request. All financial, programmatic and other records of the Authority associated with the Work on any Approved Blighted Property shall be maintained by the Authority for a period of three (3) years after final payment for the Work on such Approved Blighted Property or any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions may require retention of some or all of said records for a longer period, as determined by the Department or the City. The Authority will turn over all records that may be required to be retained beyond the three (3) year period identified in this Section to the Department for maintenance and storage.

9.2 The City will maintain accurate records of all expenses, information, permits, authorizations, approvals, and all other documentation relating to any prerequisites to the Work or In-Kind Services. Upon reasonable notice, the Department and the Authority shall have the right

to inspect all such records. The City shall make the records, and its administrative offices, personnel, consultants, or volunteers who are involved in the prerequisites to the Work or In-Kind Services available to the Department and the Authority upon request. The records shall be maintained for a period of three (3) years after final payment for the Work or any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions may require retention of some or all of said records for a longer period, as determined by the Department or the Authority. The City will turn over all records that may be required to be retained beyond the three (3) year period identified in this Section to the Department for maintenance and storage.

10. **Liability.**

10.1 The City assumes sole liability for the selection and recommendation of Blighted Properties for Demolition or Stabilization, for the representations and warranties set forth in Section 5 above, and for performance of the In-Kind Services and Post-Work Maintenance, as required under this Agreement.

10.2 The City shall defend, indemnify, and hold harmless the Department and the Authority, and each of their officials, employees and agents, from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, expenses, and proceedings of any kind whatsoever (including but not limited to reasonable attorney's and expert's fees and costs), whether or not involving a third-party claim, that are caused by, relate to, or arise from any breach of this Agreement or any direct or indirect, willful or negligent, act or omission by the City, its officials, employees or agents, in connection with the subject of this Agreement, unless such claims arise from or are the sole result of intentional misconduct or gross negligence of the party seeking to enforce this right to indemnification. The City's obligation to defend, indemnify, and hold harmless, the Department and the Authority shall survive the termination of this Agreement. Amounts due hereunder shall be payable on demand.

10.3 The Authority assumes sole responsibility for the Work to be performed under this Agreement.

10.4 Nothing provided in this Agreement shall be construed as a waiver of the any Tort Claims Acts and related funding provisions or the defense of governmental immunity by the Parties as to any third-party.

10.5 It is hereby stipulated and agreed between the Parties that with respect to any tort claim or action arising out of any services performed under or pursuant to this Agreement, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of its own agents, officers and employees, except for claims as otherwise specifically described in Section 10.2. In any action or claim arising out of any services performed under or pursuant to this Agreement, except for claims as otherwise specifically described in Section 10.2, each Party shall assume the defense of itself, its own officers, agents or employees in accordance with the Maryland Tort Claims Act, Md. Code Ann., State Gov't Art., §12-101, *et seq.* and the Maryland Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, *et seq.*, as the case may be.

10.6 Each of the Parties shall immediately notify the other Parties of any claim or suit made or filed against them or their subcontractors regarding any matter resulting from or relating to their obligations under this Agreement and will cooperate, assist, and consult with the other Parties in the defense or investigation of any claim, suit, or action made or filed against any of the Parties relating to the obligations of such Party under this Agreement.

11. **Compliance with Laws.**

Each Party to this Agreement hereby represents and warrants that it shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement.

12. **Early Termination.**

12.1 If a Party fails to fulfill any or all of its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, any non-defaulting Party may terminate this Agreement by giving thirty (30) days prior written notice of such default to each other Party. The non-defaulting Parties shall allow thirty (30) days for a defaulting Party to

cure said default. If the default is not cured within the thirty (30) day cure period, a non-defaulting Party may terminate this Agreement without further notice. The thirty (30) day notice shall specify the acts or omissions relied upon for termination.

12.2 The Department may terminate this Agreement for convenience upon sixty (60) days' notice to the other Parties.

12.3 Notwithstanding Sections 12.1 and 12.2 of this Agreement, no Party shall be relieved of any liability to the other for damages sustained by another Party by virtue of any breach of the Agreement. In the event of a default, any Party may at any time proceed to protect and enforce all rights available to it under any relevant guidelines or regulations, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. All representations, warranties, and indemnification provisions of this Agreement shall survive expiration or any termination of this Agreement.

13. Notices.

All notices required under this Agreement shall be made in writing, delivered by first-class mail (with a courtesy copy by e-mail), and deemed received three (3) days after mailing. All notices shall be directed as follows:

If for the City, to:

Michael Braverman, Deputy Commissioner
Baltimore City Department of Housing and Community Development
417 E. Fayette Street
Baltimore, MD 21202

With courtesy e-mail to: michael.braverman@baltimorecity.gov

If for the Department, to:

Anthony J. Mohan, Counsel
Maryland Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

With courtesy e-mail to: tony.mohan@maryland.gov

If for the Authority, to:

Gary A. McGuigan
Senior Vice President
Maryland Stadium Authority
The Warehouse at Camden Yards
333 West Camden Street, Suite 500
Baltimore, MD 21201-2435

With courtesy e-mail to: gmcguigan@mdstad.com

14. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

15. **Certifications.**

15.1 The Parties agree to not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin, ancestry, or physical or mental disability or any other characteristic forbidden as a basis for discrimination by applicable laws. The Parties agree to comply with other non-discrimination provisions of federal and State law.

15.2 The Baltimore City Department of Housing and Community Development is an agency of Baltimore City and is authorized to act in connection with the matters described in this Agreement. This Agreement has been duly authorized, executed, and delivered 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 the Mayor and City Council of Baltimore, subject to the approval of the Board of Estimates for Baltimore City.

16. **Drug and Alcohol Free Workplace.** The Parties warrant that they shall comply with the State's policy concerning drug and alcohol free workplaces as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the Term of this Agreement.

17. **Entire Agreement.** This Agreement, together with any exhibits attached hereto and incorporated by reference, represents the complete, total and final understanding of the City, the Department, and the Authority, and no other understanding or representations oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties at the time of the execution.

18. **No Waiver.** The failure to insist in any one or more instances upon a Party's strict performance of any of its obligations under this Agreement shall be limited to that particular instance, and shall not be deemed or construed as a waiver or relinquishment of the right to require and enforce the future performance of such obligations.

19. **Severability.** If any term, covenant, or condition of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, then that provision shall be deemed to be deleted and the remaining provisions of this Agreement shall be construed without such provision, and shall, nevertheless, remain in full force and effect as long as the essential terms of this Agreement remain valid, legal, reasonable, and enforceable.

20. **Amendments.** Except as set forth in Section 7.3 above, this Agreement may not be changed, altered, or modified except by written agreement executed by the Parties. Except for any specific provision of this Agreement which is amended in accordance with this Section, this Agreement remains in full force and effect after any such amendment.

21. **Miscellaneous.**

21.1 This Agreement shall not be assignable or transferable without the prior written consent of the Parties.

21.2 Section headings and subheadings in this Agreement are used for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

21.3 This Agreement is for the exclusive benefit of the City, the Department, and the Authority. No other person or entity shall have rights under or be deemed a beneficiary of this Agreement.

21.4 This Agreement may be executed in counterparts; all such executed counterparts shall be deemed one agreement. Signatures of the Parties, transmitted by facsimile or by electronic mail printable in tangible form to the other Party, shall be as effective as an original signature delivered by the signing Party.

22. **Exhibits.**

The following Exhibits attached hereto are an integral part of this Agreement and are incorporated herein by reference:

Exhibit A: List of Initial Blighted Properties

Exhibit B: Demolition Specifications

[SIGNATURES ON FOLLOWING PAGES]

Attest:

[Signature]
Custodian of the City Seal

Mayor and City Council of Baltimore

By: [Signature]

Paul Graziano, Commissioner
Department of Housing and
Community Development

Alternate



APPROVED BY THE BOARD OF
ESTIMATES

[Signature]
CLERK DATE

FEB 10 2015

Approved for form and legal sufficiency
this 3rd day of Feb, 2016

[Signature]
Mark Dewire, Chief Solicitor

**Maryland Department of Housing and
Community Development**

2/10/16
Date

By: Kenneth C. Holt
Kenneth C. Holt, Secretary

Approved for form and legal sufficiency
this 10th day of February, 2016:

[Signature]
Assistant Attorney General

Maryland Stadium Authority

Date

By: _____
Michael J. Frenz, Executive Director

Approved for form and legal sufficiency
this ____ day of _____, 2016

Assistant Attorney General

**Maryland Department of Housing and
Community Development**

Date

By: _____
Kenneth C. Holt, Secretary

Approved for form and legal sufficiency
this ____ day of _____, 2016:

Assistant Attorney General

Maryland Stadium Authority

2/10/16
Date

By: 
Michael J. Frenz, Executive Director

Approved for form and legal sufficiency
this 10th day of February, 2016


Assistant Attorney General

Exhibit A: List of Initial Blighted Properties for Demolition, Deconstruction, or Stabilization

Address	Count Property	Expected Release Quarter
1344 -1356 N CALHOUN ST	5	FY16 Q4
2105 - 2109 HERBERT ST	3	FY16 Q4
604-612 BAKER ST	5	FY16 Q4
536 -558 BAKER ST	12	FY16 Q4
1100 - 1106 N PATTERSON PARK AVE	4	FY16 Q4
1308-1326 ARGYLE AVE	10	FY16 Q4
635-637/1340-1342 W LAFAYETTE/ARGYLE	4	FY16 Q4
1813 - 1819 DOVER ST	4	FY16 Q4
3208 - 3210 ELGIN AVE	2	FY16 Q4
4116 - 4118 HAYWARD AVE	2	FY16 Q4
4402 - 4404 SAINT GEORGES AVE	2	FY16 Q4
2704 - 2710 BOARMAN AVE	4	FY16 Q4
2228-2244 E NORTH AVE	9	FY17 Q1
1304 - 1324 N WASHINGTON ST	11	FY17 Q1
1328 - 1350 N WASHINGTON ST	11	FY17 Q1
236-238 S CALHOUN	2	FY17 Q1
1501 - 1507 E FEDERAL ST	4	FY17 Q1
1717-1725 N CHAPEL	5	FY17 Q1
1714-1722 N CHAPEL ST	5	FY17 Q1
1739 - 1751 N CHESTER ST	7	FY17 Q1
2402 - 2406 VONDERHORST LANE	3	FY17 Q1
2023 - 2027 HERBERT ST	3	FY17 Q1
2101 - 2113 BOOTH ST	7	FY17 Q1
22-26 S PAYSON ST	3	FY17 Q1
2843 - 2853 PROSPECT ST	6	FY17 Q1
301-307 S CATHERINE ST	4	FY17 Q1
304-308 STINSON ST	3	FY17 Q1
317-319 TYRONE ST	2	FY17 Q1
4108 - 4110 HAYWARD AVE	2	FY17 Q1
4423 - 4425 WRENWOOD AVE	2	FY17 Q1
2228 - 2234 ETTING ST	4	FY17 Q1
5414 - 5416 DENMORE AVE	2	FY17 Q1
GARAGES AT SEQUOIA AND ELLAMONT	8	FY17 Q1
1575 - 1563 ABBOTSTON ST	7	FY17 Q1
4402 - 4414 DAYTONA AVE	7	FY17 Q2
1931-1933 N PATTERSON PARK AVE	2	FY17 Q2
2021-2041 E BIDDLE	11	FY17 Q2
1627-1637 W FAYETTE	6	FY17 Q2
2501 - 2507 EMERSON ST	4	FY17 Q2
2531 - 2535 EMERSON ST	3	FY17 Q2
2203 - 2213 HENNEMAN AVE	6	FY17 Q2
2217 - 2235 HENNEMAN AVE	10	FY17 Q2
1100 - 1110 APPLETON ST	6	FY17 Q2
1400-1404 MCHENRY	3	FY17 Q2
1404 - 1406 WHITELOCK ST	2	FY17 Q2
213-231 N BRUCE ST	10	FY17 Q2
2510-2512 DULANY ST	2	FY17 Q2
2611 - 2621 HAFER ST	6	FY17 Q2
2700 - 2710 KENNEDY AVE	6	FY17 Q2
2758-2770 FENWICK AVE	7	FY17 Q2
615-629 N FRANKLINTOWN ROAD	8	FY17 Q2
806-824 N BRADFORD ST	10	FY17 Q2
106-116 S CALVERTON ROAD	6	FY17 Q2
1100 - 1122 N MILTON AVE	12	FY17 Q2
1818 - 1846 DIVISION ST	15	FY17 Q2
1904 - 1924 HERBERT ST	11	FY17 Q2
2205 - 2211 MCELDERRY ST	4	FY17 Q2
320 - 330 S FRANKLINTOWN ROAD	6	FY17 Q2
554 - 572 PRESSTMAN ST	10	FY17 Q2
4303 - 4319 PARK HEIGHTS AVE	9	FY17 Q2
1408 - 1410 N GAY ST	2	FY17 Q2
1424 - 1432 N GAY ST	5	FY17 Q2
2102 - 2138 HERBERT ST	19	FY17 Q2
	375	

EXHIBIT B

Demolition Specifications

- (a). All buildings or structures shall be razed in strict accordance with applicable sections of the "Baltimore City Building, Fire and Related Codes 2015" (or subsequent editions). As directed by the City, buildings and structures included in this Contract shall be completely razed and disposed of (above and below existing grade – including foundation walls, footers, basement floors, etc.).
- (b). Exterior perimeter walls abutting public sidewalks, streets and alleys shall be razed to the level of the required finished grade to prevent undermining of adjacent paved areas. Basements, depressed areaways, cellarways, etc., and other exposed areas below finished grade shall be cleared of debris after which they shall be backfilled according to the following regulations.

The Contractor may use crushed construction debris and other fill to backfill the below-grade areas up to 18 inches below grade. The top 18 inches of soil shall consist of 12 inches of clean earth or approved backfill, topped with 4 inches of topsoil and 2 inches of compost. Approved backfill shall not contain any decomposable organic material, rocks larger than 1 inch, concrete, brick, wood, metal, rubbish, or other foreign material. The Contractor shall provide an affidavit to the Project Supervisor affirming that the fill conforms to the above guidelines.

Proper fill compact methods shall be performed. When performing backfilling operations during periods of prolonged wet or dry conditions, the Contractor shall provide adequate measures for surface drainage or ground water and moisture control of the soils (i.e. wetting or drying, scarify and disking) so as to place and compact the soil within the moisture content range of its optimum water content. The Contractor shall systematically backfill to allow maximum time for natural settlement. The Contractor shall not backfill over-porous, wet, frozen, or spongy sub-grade surfaces.

- (c). Finish grade shall be generally construed as uniform sloping planes meeting the surfaces of abutting streets, alleys, sidewalks, walls, open area and abutting properties, etc. properly graded to insure adequate surface drainage.
- (d). Immediately after the completion of razing operations, the disturbed area shall be vegetated with permanent seeding as follows:
 - (1) Seedbed Preparation: Contractor will furnish compost and topsoil from a single source per type of material throughout the seedbed preparation. The area to be seeded shall receive 4 inches of topsoil. In addition, the area to be seeded shall be amended with another 2 inches of compost. Compost shall be incorporated into the top 6 inches of soil using ripping tools or other appropriate equipment; use of rotary tillers is prohibited. The Contractor shall use light weight equipment for final grading to ensure compost and topsoil do not become compacted.

(2) Seeding Application (Hydroseed/Hydro-mulch acceptable)

Spring Seeding Season (March 1 to May 31):

Apply 3 lbs. per 1,000 square feet (130 lbs. per acre) Zoysiagrass (as per recommended cultivars, University of Maryland Turfgrass Technical Update TT-77), plus 1 lb. per 3,000 square feet (13 lbs. per acre) White Clover.

Summer Seeding Season (June 1 to August 31):

Apply the same as Spring Season. Re-seed in the Fall season with Hard Fescue and White Clover.

Fall Seeding Season (September 1 to October 31):

Apply 3 lbs. per 1000 square feet (130 lbs. per acre) Hard Fescue (as per recommended cultivars, University of Maryland Turfgrass Technical Update TT-77), plus 1 lb. per 3,000 square feet (13 lbs. per acre) White Clover.

Winter Seeding Season (November 1 to February 28):

Apply the same as Fall Season plus 22 lbs. per acre of Rye Grain.

When requested by the Project Supervisor, the following alternative seed mix may be applied during any of the above seasons: Maryland State Highway Administration (SHA) Turfgrass Mixture (Pure Seed): 50% Houndog 5 Tall Fescue, 45% Bingo Tall Fescue & 5 Raven Kentucky Bluegrass (all 90% germination)

Seed shall be applied uniformly with a cyclone seeded drill, cultipacker seeder or hydroseeder (slurry includes seeds and fertilizer, recommended on steep slopes only) on a moist, firm seedbed. Maximum seed depth should be ½" when using methods other than the hydroseeder method. If soil moisture is deficient to support adequate growth, irrigation should be employed until vegetation is firmly established.

(3) Topsoil:

- Shall be sourced from a clean borrow source or supplier. Contractor shall provide an affidavit as proof of source.
- Conforming to ASTM D 5268 topsoil
- pH range – 5.5 to 7
- Free of roots, rocks larger than ½ inch, backfill, debris, large weeds and foreign matter (including any construction rubble, or other manmade items).
- Contain minimum of 4 percent and maximum of 25 percent organic matter.

(4) Compost shall be classified as General Use Compost:

Compost (observed characteristics)

Color: Brown to black

Particle size: Less than ½ inch

Particle composition: Free of sub-soil, large stones, earth clods, sticks, stumps, clay lumps, roots, or other objectionable material

Odor: may not have an objectionable odor

Weeds: Free of noxious weeds (including Quack-grass rhizomes, Elytrigia repens, and the nut-like tubers of nutsedge, Cyperus esculentus)

Compost (Laboratory test characteristics)

Moisture content: 30 to 55%

Organic content: Greater than 30%

Ash content: Less than 70%

Carbon to nitrogen ratio: Below or equal to 30:1

Nitrogen: 0.5 to 3.0%

Phosphorus: Greater than 0.2%

pH: 6.0 to 8.0

Metals: Refer to Maryland State Agriculture & Federal Agency regulations for General Use Compost

(5) Mulching:

- Mulch shall be approved small grain straw or approved hydro-mulch.
- Mulch shall be un-chopped, un-rotted, small grain straw applied at a rate of 70 to 90 lbs. per 1,000 square feet.
- Mulch materials shall be relatively free of all kinds of weeds and shall be free of prohibited noxious weeds: Canada Thistle, Johnson-grass and Quack-grass.
- Spread mulch mechanically or uniformly by hand.
- Mulch anchoring shall be accomplished immediately after mulch placement to minimize loss by wind or water. This may be done by one of the following methods: Mulch anchoring tool, tracking, mulch netting, liquid mulch binders, wood cellulose fiber or peg and twine.