

**BALTIMORE COUNTY
FLOODPROOFING GRANT AGREEMENT**

THIS FLOODPROOFING GRANT AGREEMENT, (“Agreement”) effective this ____ day of _____, 20__, by and between (“Grantees”), and Baltimore County, Maryland, a body corporate and politic, (“Grantor” or “the County”).

WHEREAS, the County through its Department of Public Works, Bureau of Engineering and Construction, may provide grants to residential property owners who have experienced flooding of their principal residence through the Floodproofing Grant Program (“the Program”); and

WHEREAS, the purpose of the Program is to assist individuals in funding small projects to protect their residence from overland flooding, which cannot be accomplished by capital projects. Overland flooding would be the incursion of stormwater into a residence through a designed opening such as a doorway, a window, a vent; and

WHEREAS, this program is funded through the Baltimore County Capital Budget 04-002, Storm Drain Repairs & Enhancements, or other funds as applicable, and the maximum grant total for each residence (regardless of owner) is Ten Thousand Dollars and No Cents (\$10,000.00) over the life of the Program; and

WHEREAS, the Grantees are Owners in fee simple of the property located at _____ in Baltimore County, Maryland, (“the Property”); and

WHEREAS, the Grantees reside at the Property and it has been verified that the Property has received flood damage from overland events which were classified as having a recurrence frequency of one percent (1%) or greater (100 year flood event), or otherwise determined to be within a 100-year floodplain; and

WHEREAS, the Grantees have submitted a completed grant application for improvements to the Property under the Program acceptable to the Grantor as well as cost estimates from three (3) separate and independent licensed contractors for a similar scope of work (“Floodproofing Improvements”) and plans meeting all conditions set forth by federal, state and local permitting agencies.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: that for and in consideration of the mutual promises between the parties and in further consideration of a maximum of Ten Thousand Dollars and No Cents (\$10,000.00), (“Program Funding”) to be paid by the Grantor to the Grantees, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Grantor shall issue payment to the Grantees in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00). The Grantees may bill the County at the 50% and 100% stages of construction by submitting copies of the contractors' invoices and or material invoices to the Director of Public Works. The Director of Public Works will have the improvements viewed to ensure the invoiced work has been accomplished. Upon verification, the Director of Public Works will process payment to the Grantees.

2. The Grantees shall pay the balance of the cost of the Floodproofing Improvements in excess of the Program Funding.

3. The Program Funding shall be used to mitigate overland flood damages to a property. The purpose of the Program is to assist individuals in funding small projects to protect their residence from overland flooding, as well as groundwater flooding, which cannot be accomplished by capital projects. Overland flooding would be the incursion of stormwater into a residence through a designed opening such as a doorway, a window, a vent.

4. The Grantees shall maintain the Floodproofing Improvements to prevent their failure and ineffectiveness.

5. The Grantees shall indemnify, hold harmless and, if requested, defend, the County from and against any and all losses, liability, damage or expense arising out of any claim, demand, penalty, fine, litigation, or other loss related to this Agreement, including, but not limited to, the Floodproofing Improvement's failure to provide the anticipated protection.

FOR THE GRANTEES:

WITNESS/ATTEST

BY: _____
 _____, Owner

BY: _____
 _____, Owner

SIGNATURES CONTINUED ON FOLLOWING PAGE

FOR THE GRANTOR:

BY: _____

Baltimore County Administrative Officer

RECOMMENDED FOR APPROVAL:

D'Andrea Walker, Acting Director
Department of Public Works

APPROVED FOR LEGAL FORM AND SUFFICIENCY*

(Subject to Execution by the Duly Authorized
Administrative Official and/or Chairman of
the County Council, as indicated)

Office of the County Attorney
(*Approval of Legal Form and Sufficiency
Does Not Convey Approval or Disapproval
of the Substantive Nature of This Transaction.
Approval is Based Upon Typeset Document-
All Modifications Require Re-Approval.)

Office of Budget and Finance