

Consent Agenda

Agenda Item #	12G
Meeting Date	June 22, 2009
Prepared By	Sara Anne Daines HCD Director
Approved By	Barbara B. Matthews City Manager

Discussion Item	Resolution Authorizing Execution of Agreement for the Silver Spring/Takoma Park Community Indicators Project
Background	<p>The City of Takoma Park’s FY10 budget, adopted by Ordinance on May 26, 2009, includes funding in support of the second phase of the Silver Spring/Takoma Park Community Indicators Project.</p> <p>The Silver Spring/Takoma Park Community Indicators Project is a local initiative designed to develop neighborhood quality-of-life indicators for Takoma Park and the Long Branch neighborhoods of Silver Spring. In FY09, the group conducted a community-based participatory process for formulating a vision, setting goals, and selecting indicators related to housing. From this effort, a housing indicators working group was formed and has been active in voicing concerns on local housing issues. The Community Indicators Project also reported preliminary findings on several of the most important housing indicators.</p> <p>Funding for the second phase of the project will be used to conduct two additional indicators selection processes for health indicators and for local economic indicators. Additional funding is being sought from the County and private sources.</p>
Policy	<p>“Work in partnership with others to create and maintain a livable community that is vibrant, healthy, and safe for all of its residents.”</p> <p>“Ensure, in partnership with others, the delivery of high quality City service. The City Council and the City need to understand the community’s needs, be responsive to these needs, and to measure its progress in meeting those needs.”</p> <p style="text-align: right;"><i>City of Takoma Park Strategic Plan (FY10 - FY15)</i></p>
Fiscal Impact	FY 2010 Budget \$25,000
Attachments	<ul style="list-style-type: none"> • Resolution Authorizing Execution of Agreement • DRAFT - Agreement
Recommendation	To adopt the accompanying resolution
Special Consideration	None

Introduced by:

CITY OF TAKOMA PARK, MARYLAND

RESOLUTION 2009-

**AUTHORIZING AGREEMENT IN SUPPORT OF THE SILVER SPRING/TAKOMA
PARK COMMUNITY INDICATORS PROJECT**

WHEREAS, the City of Takoma Park, Maryland is interested in working in partnership with others to create and maintain a livable community that is vibrant, healthy, and safe for all of its residents; and

WHEREAS, the City, seeking to ensure the delivery of high quality services, recognizes the importance of understanding the community's needs, to be responsive to those needs, and to measure its progress in meeting those needs: and

WHEREAS, the Silver Spring/Takoma Park Community Indicators Project is a local initiative designed to develop neighborhood quality-of-life indicators for Takoma Park and the Long Branch neighborhoods of Silver Spring; and

WHEREAS, the City has provided technical and financial resources in support of the first phase of the project and wishes to continue this support.

NOW THEREFORE, BE IT RESOLVED THAT the Council of the City of Takoma Park, Maryland hereby authorizes the execution of an Agreement in support of the Silver Spring/Takoma Park Community Indicators Project and the provision of funding in the amount of Twenty-Five Thousand Dollars (\$25,000) for FY10.

Adopted this _____ day of _____ 2009.

Attest:

Jessie Carpenter, CMC
City Clerk

**CITY OF TAKOMA PARK, MARYLAND
AGREEMENT FOR SILVER SPRING /TAKOMA PARK
COMMUNITY INDICATORS PROJECT**

THIS AGREEMENT, effective the 1st day of July 2009, between the City of Takoma Park, Maryland, a municipal corporation, 7500 Maple Ave., Takoma Park, MD 20912, hereinafter referred to as the "City," and The Community Foundation for the National Capital Region, a nonprofit entity, for the benefit of the Silver Spring - Takoma Park Community Indicators Sponsored Program Fund of the Montgomery County Community Foundation, 8720 Georgia Avenue, Suite 202, Silver Spring, MD 20910, hereinafter referred to as the "Grantee."

WITNESSETH, that the City and the Grantee for the consideration hereinafter named, agree as follows:

ARTICLE 1 - Purpose of Grant. Grant funds have been allocated in FY10 for the development of a Community Indicators Project for the purpose of providing the City with a means of measuring the health and vitality of Takoma Park and encouraging greater engagement of the community in civic matters and the effective allocation of available resources.

ARTICLE 2 - Approved Grant Project.

A. Grant funds are provided under this Agreement for the development, collection, publication and distribution of neighborhood quality-of-life indicators for the Silver Spring/Takoma Park Community Indicators Project (the "Project") as set forth in Exhibit A which is attached to this Agreement and made a part of it.

B. The Project includes Takoma Park and the Long Branch neighborhood of Silver Spring, MD, the boundaries of which are delineated in Exhibit B, which is attached to this Agreement and made a part of it.

ARTICLE 3 - Grant Award. Grant funds in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) have been awarded by the City to the Grantee for the approved Project.

ARTICLE 4 - Disbursement of Grant Funds.

A. Grant funds shall be disbursed to the Grantee for approved project expenses after receipt and acceptance of documentation of the expenditure.

B. Grant funds shall be disbursed within 30 days after receipt of an invoice(s) for project expenses, provided that the goods or services represented by the invoice(s) have been satisfactorily delivered, installed or performed, as determined by the City in its sole discretion.

ARTICLE 5 - Availability of Grant Funds. Grant funds shall be available until June 30, 2010.

ARTICLE 6 - Responsibilities of the Grantee.

A. Grantee shall conduct a community based process for the development and selection of local economic and health indicators in accordance with Exhibit A and the approved Project Schedule and Project Budget as set forth in Exhibits C and D respectively which are attached to this Agreement and made a part of it.

B. Grantee shall publish and distribute report (“Indicator Brief”) on the Housing indicators developed under the FY09 Grant Agreement.

C. Grantee shall submit copies of all workgroup notes and provide periodic progress reports to the City of the progress made toward completion of the Project. A final report and presentation of completed Indicator Briefs shall be made to the City Council upon completion of the Project.

ARTICLE 7 - Responsibilities of the City

A. The City shall serve as a resource to the Grantee in the development and analysis of selected indicators, providing assistance in the collection of data and access to available GIS and related mapping information.

B. The City will assist the Grantee in its outreach efforts for purposes of recruiting community members to participate in the development of the Project.

C. The City will coordinate the use of the City’s public facilities as required by Grantee to facilitate the completion of the Project. Facilities will be made available at no cost to the Grantee. The use of these facilities will be coordinated so as not to conflict with scheduled programming, meetings and special events.

ARTICLE 8 - Changes to the Project. The Grantee shall not proceed with any alterations, additions or omissions to the approved Implementation Plan or Concept Plan for the Project without an amendment to such plan(s) being signed by both the City and the Grantee and the amendment stating, as applicable, the change in the work, estimate of time, and any dollar amount involved in the change.

ARTICLE 9 - Notices. Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed or delivered by a reputable overnight delivery service. Notice via e-mail or facsimile may be considered official notice only if the receiving party acknowledges receipt in writing via return e-mail or delivery receipt, facsimile or delivered or mailed document.

If to the Grantee:

Mark Hansen
CFO, The Community Foundation for the National Capital Region
1201 15th St. NW, Suite 420
Washington, DC 20005
Phone: (202) 263.4777
E-Mail: mhansen@cfncr.org

with copy to:

Sally Rudney
Executive Director, The Montgomery County Community Foundation
8720 Georgia Ave., Suite 202
Silver Spring, MD 20910
Phone: (301) 588.2544
E-Mail: srudney@cfncr.org

Bruce Baker
7724 Maple Avenue, Unit #13
Takoma Park, MD 20912
Phone: (301) 589.3633
E-Mail: bruce.l.baker@verizon.net

If to the City:

Sara Anne Daines
Director, Housing and Community Development Department
City of Takoma Park
7500 Maple Avenue, Takoma Park, MD 20912
Phone: (301) 891-7224; Fax: (301) 240-4568
E-Mail: SaraD@takomagov.org

or to such other person or address as either party shall have designated by a notice in writing to the other. Any such notice shall be deemed given when personally delivered or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, Fed Ex or UPS Next Day Delivery).

ARTICLE 10 - Authorized Representative.

A. For the Grantee.

1. Mark Hansen is the Grantee's primary Authorized Representative for this project. The Grantee's Authorized Representative shall act on behalf of the Grantee on all matters pertaining to the Project.

2. Grantee's Authorized Representative shall not be changed without prior written notice to and the approval of the City.

B. For the City.

1. Sara Anne Daines, Director of Housing and Community Development, is the City Manager's designee for purposes of this Contract and shall act as the City Representative in connection with this project.

2. The City Representative shall have authority to: (1) serve as liaison between the City and the Grantee; (2) give direction to the Grantee to ensure satisfactory and complete performance; (3) monitor and inspect the Grantee's performance to ensure acceptable timeliness and quality; (4) serve as records custodian for this project; (5) accept or reject the Grantee's performance; (6) furnish written notice of the Grantee's performance failures to the City Manager, City Council, and/or City Attorney, as appropriate; (7) recommend approval or rejection of invoices for payment; (8) recommend Agreement modifications as appropriate; and (9) issue notices to proceed and task or purchase orders.

ARTICLE 11 - Insurance.

A. The Grantee must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified below, with an insurance company licensed or qualified to do business in the State of Maryland. The Grantee shall provide the City with a Certificate of Insurance prior to the commencement of the Project for the insurance coverages specified as follows. The Certificate must name the City of Takoma Park as an additional insured and provide for a minimum of thirty (30) days written notice to the City of cancellation or material change in any of the policies is required. This insurance must remain in force through final completion and acceptance of the Project and through any period beyond final payment and acceptance during which Grantee has a responsibility to correct work and/or to maintain and guarantee any of the elements of the Project.

B. Required Coverages and Limits.

Workers Compensation (if Grantee has employees working on the Project)

Bodily Injury by:

Accident (each)	\$100,000
Disease (policy limits)	\$500,000
Disease (each employee)	\$100,000

Commercial General Liability (Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)	\$300,000
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Minimum Automobile Liability (including owned, hired and non-owned automobiles.) Bodily injury, each person	\$100,000
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Bodily injury, each occurrence	\$300,000
Property damage, each occurrence	\$300,000

Certificate Holder:

City of Takoma Park, Maryland
7500 Maple Avenue
Takoma Park, MD 20912
Attn: Sara Anne Daines, HCD Director
(Silver Spring/Takoma Park Community Indicators Project)

C. Subcontractors. Grantee shall include all subcontractors as insured under its policies or shall furnish separate Certificates of Insurance for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 12 - Indemnification. The Grantee is responsible for any loss, personal injury, death, and any other damage (including incidental and consequential) that may be done or suffered by reason of the Grantee’s negligence or failure to perform any of Grantee’s obligations under this Grant Agreement. The Grantee shall indemnify and save harmless the City of Takoma Park, its employees, officials, and agents, from and against all losses, liabilities, claims demands, damages, costs and expenses of any kind, including attorney’s fees and litigation expenses, suffered or incurred due to the Grantee’s negligence, tortious act or omission, or failure to perform any of Grantee’s obligations under this Grant Agreement.

ARTICLE 13 - Termination of Agreement.

A. In the event of any of the circumstances set forth below (hereinafter referred to as “default”), the City may immediately terminate this Agreement, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

1. Any fraudulent representation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement.

2. Nonperformance, incomplete service or performance, or failure to satisfactorily perform any part of the Project or to comply with any provision of this Agreement, as determined by the City’s Authorized Representative in his or her sole discretion.

3. Being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

4. Failure to adhere to the terms of applicable City, County, State or Federal laws, regulations, or stated public policy.

B. In the event of default by the Grantee, the City may elect to terminate this Agreement, in whole or in part, and from time to time, or it may (but shall not be required to) grant the Grantee

an opportunity to cure the default without termination of this Agreement, and upon such terms and conditions as the City in its sole discretion may deem advisable.

C. Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Article 14.

ARTICLE 14 - Termination for Convenience. For the convenience of the City, the performance of the Project under this Agreement may be terminated in whole or in part whenever the City Manager, or his or her designee, determines that termination of the Agreement is in the best interests of the City. Any termination under this provision shall be effective on the date stated in the notice or, if the notice does not specify an effective date, then five days after notice of termination is given by the City. The City shall be liable only for payment for any services satisfactorily performed or expenses incurred prior to the effective date of the termination.

ARTICLE 15 - Disputes. Any dispute arising under this Agreement which is not resolved by an agreement between the parties shall be decided by the City Manager, or his or her designee, after reasonable opportunity is provided for all parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this Agreement by the City, Grantee must proceed diligently with performance of this Agreement. Grantee waives any dispute or claim not made in writing within 30 days of the occurrence giving rise to the dispute or claim. A claim must be in writing, for a sum certain if the claim is for money, and any money requested must be fully supported by all cost and pricing information.

ARTICLE 16 - Warranties and Representations. Grantee warrants and represents: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and materials bid upon, awarded, and to be performed under this Agreement; that any proposal upon which this was based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that this Agreement is, in all respects fair and without collusion or fraud; that no employee or official of the City is directly or indirectly interested in this Agreement; that Grantee, in the performance of this Agreement will not violate any laws applicable in the State of Maryland; that Grantee will not engage in or participate in any form of illegal discrimination; and that Grantee is not now, and will not so long as this Agreement remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or his or her components, or the sale of merchandise produced by companies so involved.

ARTICLE 17 - Miscellaneous. This Agreement contains the final and entire understanding of the parties with respect to the subject matter of this Agreement. There are no representations, terms, conditions, statements, warranties, promises, or understandings other than those expressly set forth or mentioned herein. All modifications and amendments to this Agreement shall be in writing. This Contract shall be binding upon the parties, their heirs, successors, and assigns. This Agreement shall be interpreted in accordance with the laws and regulations of the State of Maryland and the City of Takoma Park.

IN WITNESS WHEREOF, the City and the Grantee have signed this Grant Agreement, effective July 1, 2009, as indicated by the dates set forth under the signatures below.

Attest:

CITY OF TAKOMA PARK, MARYLAND

Jessie Carpenter, City Clerk

By: _____
Barbara B. Matthews, City Manager

Date signed: _____

Approved as to legal form and sufficiency:

Linda S. Perlman
Assistant City Attorney, City of Takoma Park

Date signed: _____

Attest:

**THE COMMUNITY FOUNDATION FOR
THE NATIONAL CAPITAL REGION**

Sally Rudney, Executive Director
The Montgomery County Community Foundation

By: _____
Mark Hansen, CFO

Date signed: _____

Date signed: _____

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Silver Spring/Takoma Park Community Indicators Project

The Silver Spring/Takoma Park Community Indicators Project is a local initiative to develop neighborhood quality-of-life indicators for Takoma Park and the Long Branch neighborhoods of Silver Spring. In the previous fiscal year the Community Indicators Project conducted a community-based participatory process for formulating a vision, setting goals, and selecting indicators related to housing. From this effort a housing indicators working group was formed, which has been active in voicing concerns on local housing issues. The Community Indicators Project also reported preliminary findings on several of the most important housing indicators.

Funding for the coming fiscal year (2009 to 2010) will be used to conduct two additional indicators selection processes for health indicators and for local economic indicators. Funding will also be used to collect data, perform analyses, and to report findings on the selected indicators, and other questions of interest to the community. Additional funding is being sought from the County and private sources.

The Community Indicators Project has three primary benefits for Takoma Park:

1. The process will inform and engage residents in local conditions and concerns in a way that will motivate action and participation.
2. It will provide information to the City about local conditions and residents concerns that can improve policy and resource allocations.
3. It will allow the community to advocate for its own interests and to leverage resources from outside the community to address needs and concerns here.

The Silver Spring Takoma Park Community Indicators Project is a Program Sponsored Fund of the Montgomery County Community Foundation, and is working in cooperation with IMPACT Silver Spring, Casa de Maryland, Adventist Community Services, The Takoma Foundation, Columbia Union College, Montgomery College-Takoma Park, the University of Maryland. It is also working in coordination with staff from the Maryland National Capital Park and Planning Commission, and The County's Department of Housing and Community Affairs.

The Managing Board is led by Bruce Baker, an independent public policy consultant. Members of the managing Board include Kathy Porter, the former Mayor of Takoma Park, and Maria Markham, a communications and development consultant, and Navid Nasr, chair of the housing indicators work group.

Prepared by Bruce Baker, Director

PROJECT BOUNDARIES

City of Takoma Park, MD



Timeline for Takoma Park Community Indicators Project, 2009-2010

The Takoma Park Community Indicators project is now preparing to begin the health indicators development process with community members participating. Sessions are expected to begin in July 2009. A brief on Takoma Park health goals is expected to be prepared in November 2009. We also plan to conduct the economic indicators goal setting and indicators selection process in the winter of 2010. The housing indicators work group has selected indicators and research continues to obtain data, improve methods and analyze housing related data. Members of the housing indicators work group are also active in pursuing a variety of housing related concerns of immediate concern. Their work will continue throughout the year. A complete community report card that reports on all the indicators developed in the housing, health, and local economic indicators processes will be prepared in June. There will be opportunity to broaden and further develop the indicators in subsequent years, and all of the groups will continue to function on an ongoing basis.

Date/Deadline	Action
July	Begin health indicators selection process sessions 1 and 2 visioning, and goal setting, and possible indicators.
July 2009 to June 2010	Housing indicators work group conducts ongoing research, discussion and occasional reporting of findings related to Takoma Park housing issues
September	Health indicators selection process sessions 3 and 4 selection of indicators.
October/November	Health indicators community wide meeting, Complete health indicators selection process and begin data gathering
November/December	Conduct health indicators research and analysis and prepare briefing on indicators and preliminary findings
January to June	Health indicators work group ongoing research and occasional reporting of findings
January to March	Conduct local economic indicators selection process
April	Local economic indicators community wide meeting, complete local economic indicators selection process and begin data gathering
May June	Conduct local economic indicators research and analysis and prepare briefing on indicators and preliminary findings.
June	Assemble, publish, and distribute the Takoma Park Community Report Card with benchmark data on housing, health, and local economic indicators.

Silver Spring/Takoma Park Community Indicators Project - FY2010 Budget

Revenue			
	Grants	\$ 25,000	
Total Revenue		\$ 25,000	

Expenses			
Personnel	Director/ Part Time	\$ -	
	Grad student intern	\$ 6,000	Two graduate interns \$20/hr 150 hours each
	Professional facilitator	\$ 11,000	Two facilitated community-based processes projects, plus 2 large community meetings
	Publications design	\$ 1,500	
	Website development	\$ 2,000	For distribution
Operating Costs	Printing and Distribution	\$ 1,000	
	Data Acquisition	\$ 600	Purchase database disks, etc.
	Website Acquisition and Maintenance	\$ 100	Purchase domain name, web hosting
Administration	Admin	\$ -	
	Postage	\$ -	
	Copy/Printing	\$ 300	
	Supplies	\$ -	
Materials & Supplies	Supplies for work groups	\$ 500	
	Food for Events	\$ 2,000	
Technology	laptop	\$ -	
	printers/ copier	\$ -	
	Software	\$ -	
Total Expenses		\$ 25,000	