

Consent Agenda

Agenda Item #	2C
Meeting Date	January 23, 2012
Prepared By	Jessie Carpenter City Clerk
Reviewed By	Barbara B. Matthews City Manager

Discussion Item	Resolution Authorizing the City Manager to Execute a Grant Agreement with the Takoma Park Independence Day Committee
Background	The City has historically provided financial support for the Takoma Park Independence Day Committee's fireworks and parade. The FY 2012 budget includes \$12,500 for this purpose. The attached resolution authorizes the City Manager to enter into an agreement with the Independence Day Committee for the disbursement of funds in an amount up to \$12,500.
Policy	The City Council determines how City funds are expended and the services to be provided by the City government or others on its behalf.
Fiscal Impact	\$12,500 is included in the FY 2012 budget for the Takoma Park Independence Day Committee
Attachments	Resolution Grant Agreement
Recommendation	Council to adopt the resolution.
Special Consideration	

Introduced by:

CITY OF TAKOMA PARK, MARYLAND

RESOLUTION NO. 2012-

**AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH
THE TAKOMA PARK INDEPENDENCE DAY COMMITTEE**

WHEREAS, the City Council recognizes the value of maintaining the tradition of an annual Independence Day parade and fireworks display; and

WHEREAS, funding in the amount of \$12,500 is included in the FY 2012 budget to assist the Independence Day Committee with the July 4, 2012 activities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT the City Manager is authorized to execute a grant agreement with the Takoma Park Independence Day Committee for disbursement of up to \$12,500 to support the July 4, 2012 parade and fireworks display.

Adopted this _____ day of _____, 2012.

ATTEST:

Jessie Carpenter, CMC
City Clerk

CITY OF TAKOMA PARK, MARYLAND

**TAKOMA PARK INDEPENDENCE DAY COMMITTEE ACTIVITIES
GRANT AGREEMENT**

(City of Takoma Park, Maryland and Takoma Park Independence Day Committee, Inc.)

THIS AGREEMENT made this ___ day of _____, 2012, by and 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 Takoma Park Independence Day Committee, Inc., 8003 Park Crest Drive, 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.

The Grantee organizes an annual Independence Day parade, concert and fireworks display for the Takoma Park community. The City provides substantial in-kind support for the program and has traditionally provided some direct financial assistance. The City's adopted FY 2012 Budget authorizes an amount up to \$12,500 as a grant to support the 2012 Independence Day activities.

ARTICLE 2 - TERM OF AGREEMENT.

This agreement becomes effective as of the date of execution by both parties. The agreement will terminate on June 30, 2012, unless terminated earlier in accordance with Article 5.

ARTICLE 3 - DISBURSEMENT OF FUNDS.

Funds shall be disbursed to the Grantee in a lump sum within 15 days of the effective date of the agreement.

ARTICLE 4 - RESPONSIBILITIES OF THE GRANTEE.

A. On or before July 30, 2012, Grantee shall provide copies of invoices, canceled checks, and other records showing the expenditure of grant funds for the 2012 Independence Day activities.

B. The Grantee must obtain at its own cost and expense, the insurance specified in Article 5, with an insurance company licensed or qualified to do business in the State of Maryland.

ARTICLE 5 – INSURANCE.

A. The Grantee must obtain at its own cost and expense, and keep in force and effect during the Independence Day events, 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 45 days prior to the commencement of Independence Day activities. 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 completion of Independence Day activities.

B. Required Coverages and Limits.

General Liability Insurance

Each occurrence -- \$1,000,000.00
Damages to rented premises (each occurrence) -- \$300,000.00
Medical expenses (any one person) -- \$5,000.00
Personal and adv injury -- \$1,000,000.00
General aggregate -- \$2,000,000.00
Products - comp/op agg -- \$2,000,000.00

Certificate Holder:

City of Takoma Park, Maryland
7500 Maple Avenue
Takoma Park, MD 20912
Attn: Barbara B. Matthews, City Manager

ARTICLE 6 - 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 7 – TERMINATION OF AGREEMENT.

A. Either the City or the Grantee may terminate this Agreement upon written notice to the other party prior to disbursement of the funds.

B. 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 a financial statement, 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. Being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

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

C. 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.

D. Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Article 8.

ARTICLE 8 - 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 5 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 9 - REPAYMENT TO THE CITY.

A. If this Agreement is terminated for any reason prior to the expenditure of all City funds, then any remaining funds that have been disbursed to the Grantee shall be returned to the City, free and clear of any claim or interest of the Grantee.

B. In the event that Grantee does not provide evidence of expenditure of City funds for 2012 Independence Day activities as stated in Article 4, the funds shall be returned or refunded to the City within 30 days after demand; otherwise the funds shall bear interest at the rate of 6% per annum until repayment is made in full.

ARTICLE 10 - 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 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 its components, or the sale of merchandise produced by companies so involved.

ARTICLE 11 - 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.

ARTICLE 12. NOTICES.

Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed by first-class mail, sent by courier or overnight delivery service, faxed, or e-mailed, as appropriate, as follows:

If to the Grantee: Takoma Park Independence Day Committee, Inc.
Attn: Eugene Herman, President



If to the City: City of Takoma Park
Attn: Barbara B. Matthews, City Manager
7500 Maple Avenue
Takoma Park, MD 20912
Phone: 301-891-7268; Fax: (301) 270-8794
E-mail: barbaram@takomagov.org

Any party may change the person, address, phone, fax, or e-mail for notices to the other party by a notice in writing to the other. Any notices under this Agreement shall be deemed given when it is received by the other party or, for notices given by mail, three days after the notice is deposited, properly addressed and postage prepaid, in the United States mail.

IN WITNESS WHEREOF, the Takoma Park Independence Day Committee and the City of Takoma Park, Maryland have signed this Agreement as of the date first above written.

Attest:

**TAKOMA PARK INDEPENDENCE DAY
COMMITTEE, INC.**

By: _____

Eugene Herman
President

Date signed: _____

Attest:

CITY OF TAKOMA PARK,

By: _____

Barbara B. Matthews
City Manager

Date signed: _____