

**Resolution No. 2574**

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND ACCEPTING FUNDS AWARDED THROUGH A GRANT FROM THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR DOWNTOWN BRANDING.

WHEREAS, the City of Salisbury applied for grant funding through the Technical Assistance Grant Program application submitted to the Maryland Department of Community and Housing Development (DHCD); and

WHEREAS, the City of Salisbury applied for funding in order to support the Downtown branding efforts of the City; and

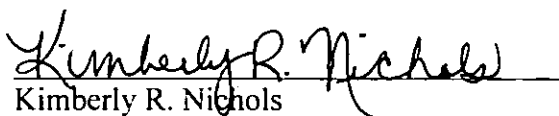
WHEREAS, a grant in the amount of \$20,450 was awarded to the City of Salisbury.

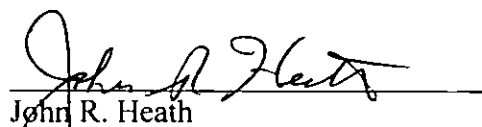
NOW, THEREFORE, BE IT RESOLVED THAT, the Council of the City of Salisbury, Maryland does hereby accept the funds awarded from the DHCD in the amount outlined above; and

BE IT FURTHER RESOLVED THAT, Mayor Jacob R. Day is authorized and empowered to execute any and all documents required for receipt of said funds.

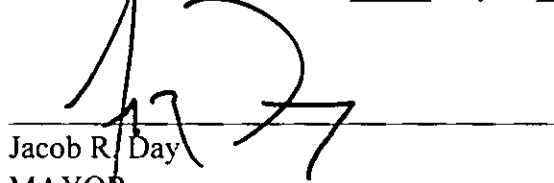
THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on January 11, 2016 and is to become effective immediately.

ATTEST:

  
Kimberly R. Nichols  
CITY CLERK

  
John R. Heath  
CITY COUNCIL PRESIDENT

APPROVED BY ME this 12<sup>th</sup> day of JANUARY, 2016.

  
Jacob R. Day  
MAYOR

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INTER

OFFICE

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# MEMO

## *OFFICE OF THE MAYOR*

**To:** City Council  
**From:** Laura Kordzikowski  
**Subject:** DHCD Technical Assistance Grant  
**Date:** 12/9/15

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The City of Salisbury received a \$20,450 Technical Assistance Grant from DHCD for the purpose of branding the Downtown. The use of these funds includes consultant costs, marketing, web planning design and development, downtown community engagement, advertising, printing, and promotional items, and web hosting. The City is providing a match of \$20,457; \$12,057 of that match is in-kind. The exact breakdown of expenses can be found on page 9 of the attached grant agreement. I will be happy to answer any of your questions with regards to this grant and the Downtown branding it will pay for.

**TECHNICAL ASSISTANCE GRANTS PROGRAM  
GRANT AGREEMENT**

This Grant Agreement (this "Agreement") entered into as of the Effective Date (as hereinafter defined), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("DHCD") and THE CITY OF SALISBURY. (Grantee).

**RECITALS**

WHEREAS, Grantee has applied to DHCD for a grant under the Operating and Technical Assistance Grants Program (the "Program") to undertake activities that are consistent with the provisions of Sections 2-102 and 4-1101 through 4-1105 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the "Act"), and COMAR 05.11.01 et seq.; and

WHEREAS, the purpose of the Program is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development, and commercial revitalization activities; and

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated September 10, 2014 (the "Application"), DHCD has approved an award of grant funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities set forth in Exhibit A hereto (the "Project").

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty Thousand Four Hundred Fifty and 00/100 Dollars (\$20,450.00) (the "Grant").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in Exhibit B of this Agreement.

3. Grantee Contribution.

(a) The Grantee shall make a contribution, which may be cash or in-kind contribution, to the Project in the total amount of Twenty Thousand Four Hundred Fifty Seven and 00/100 Dollars (\$20,457.00) (the "Grantee Contribution"). A description of the Grantee Contribution is set forth in Exhibit A of this Agreement.

(b) The value of the Grantee Contribution shall not be less than one dollar for every dollar of the Grant.

4. Grant Period.

(a) The Grant shall be disbursed over a one year term. The term is deemed to commence on the Effective Date of the Agreement (the "Grant Period"). Grantee shall provide evidence of its required contribution in proportion to the grant disbursement prior to any such disbursements.

5. Expenditure Period for the Grant. All expenses to be paid with the Grant or the Grantee Contribution shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant and the Grantee Contribution only for the categories of activities set forth in Exhibit B. The Grantee shall maintain complete financial records relating to the receipt and expenditure of all funds.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application, the Project, and this Agreement are and remain true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds under the Program during the Grant Period.

(d) Initial disbursement of the Grant may be made at any time after the effective date of this Agreement subject however to any special conditions set forth in Exhibit C. Grantee shall indicate on the initial disbursement request (i) all costs for which payment is requested, and (ii) the availability and allocation of the Grantee Contribution.

(e) Subsequent disbursements of the Grant shall be made on a quarterly basis. DHCD reserves the right to make disbursements contingent upon completion by Grantee of the activities set forth in Exhibit A, in a manner acceptable to DHCD. Grantee shall indicate on each periodic disbursement request (i) all costs for which payment is requested and (ii) the availability and allocation of the Grantee Contribution.

(f) DHCD may make disbursements of the Grant more frequently than quarterly if, DHCD in its sole discretion determines that a disbursement would materially benefit the Project and help the Grantee accomplish the activities set forth on Exhibit A.

(g) DHCD reserves the right not to disburse all or any portion of the Grant if in the sole discretion of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii)

Grantee has failed to document the availability of or provide the requisite amount of the Grantee Contribution or any portion thereof; (iii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; or (iv) Grantee is in default under this Agreement.

(h) Disbursements of the Grant for expenses that have been projected but not yet incurred shall be deposited by the Grantee in a non-interest bearing account and must be expended within 90 days of receipt by the Grantee.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant or the Grantee Contribution for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant or the Grantee Contribution other than in accordance with the permitted categories of activities and matching source of funds set forth in Exhibit B; (iii) the Grantee has not received the amount of the Grantee Contribution originally projected or budgeted, or (iv) the Grantee is not completing the Project activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD in its sole discretion may:

- (1) Reduce or withhold payment in response to Grantee's next disbursement request;
- (2) Demand repayment from Grantee; and
- (3) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant and the Grantee Contribution. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 3 years following termination of this Agreement.

(b) Quarterly Progress Reports. Grantee shall provide DHCD with quarterly progress reports, beginning with the date of this Agreement, in a form to be provided by DHCD which shall contain information about the progress of the Grantee in relation to the Project, and Grantee's organizational and housing production goals, problems encountered, expenditures made against the

operating budget, and a projection of revenues required for the next quarter, including a disbursement request, if applicable. Grantee shall ensure that each quarterly progress report is received by DHCD within 10 working days of the close of the quarterly period.

(c) Final Report. Within 45 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of the Grantee, which lists all expenditures relating to the Grant and the Grantee Contribution, and lists all the sources of the Grantee Contribution. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

(d) Audit. Grantee shall provide DHCD with:

- (1) An annual financial statement within 30 days of the end of the fiscal year of Grantee, and
- (2) Copies of any audits performed on Grantee's records by any other entities.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project activities, Grantee agrees to accept assistance from DHCD or DHCD's designee if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is either a local jurisdiction, a local development agency, local development corporation or a nonprofit organization duly organized and validly exists under the laws of Maryland, which is qualified to do business in the State of Maryland, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the 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;

(c) Grantee Contributions shall be expended in proportion to Grant disbursements; or in amounts greater than the Grant disbursements and may be expended in advance of Grant disbursements, but must be expended during the Grant Period and in accordance to paragraph 6(b).

- (d) No officer, director or member of the Grantee will personally benefit from the Project;
- (e) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;
- (f) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project activities and its goals under the Project;
- (g) Grantee has not previously received any financial assistance under the Program;
- (h) Grantee is not affiliated with or controlled by a for-profit organization; and
- (i) The Grantee Contribution is not comprised of State funds or funds from State administered federal programs.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

- i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
- ii) Title VIII of the Civil Rights Act of 1968, as amended;
- iii) Title 20 of the State Government Articles, Annotated Code of Maryland, as amended;
- iv) The Department's Minority Business Enterprise Program, as amended;
- v) The Governor's Executive order 01.01.1989.18 related to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
- vi) The Fair Housing Amendments Act of 1988, as amended;
- vii) and the Americans with Disabilities Act of 1990, as amended;

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(1) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(2) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification. The Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project or the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest 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 DHCD.

15. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development  
2 North Charles Street, Suite 450  
Baltimore, Maryland 21201  
Attn: Nicholas Rudolph, Project Manager

(b) Communication to Grantee shall be mailed to:

City of Salisbury  
125 North Division Street, Room 104  
Salisbury, Maryland 21801  
Attn: Laura Kordzikowski, Business Development Specialist



16. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

17. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

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

19. Effective Date. This Agreement is effective as of the date of its execution by DHCD (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

*Virginia L. Hussy*

CITY OF SALISBURY

By: *Laura Kordzikowski* (SEAL)

Name: Laura Kordzikowski

Title: Business Development Specialist

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

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

\_\_\_\_\_, Assistant Secretary

Division of Neighborhood Revitalization

\_\_\_\_\_  
Effective Date

Approved for form  
and legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

Exhibit A - Description of the Project including Grantee Contribution

Exhibit B - Project Budget

Exhibit C - Special Conditions

**EXHIBIT A**

**MARYLAND TECHNICAL ASSISTANCE PROGRAM**

**SCOPE OF SERVICES**

As more fully described in Grantee's application for funds  
dated September 10, 2014

GRANTEE: City of Salisbury

GEOGRAPHIC AREA:

TYPE OF OCCUPANCY:

CONSTRUCTION TYPE:

GRANT AMOUNT: \$20,450

USE OF FUNDS: Grants funds shall be used to hire a consultant to develop a cohesive brand identity and supporting campaign for Downtown Salisbury, and a portion of printing and advertising costs and web hosting expenses.

**OTHER CONTRIBUTION(S)**

<u>Source of Funds</u>	<u>Amount</u>	<u>Value Derivation</u>
Grantee	\$8,400	Cash
Grantee	\$12,057	In-Kind

**EXHIBIT B**

**MARYLAND TECHNICAL ASSISTANCE PROGRAM**

**PROJECT BUDGET**

USES OF FUNDS	SOURCES OF FUNDS				TOTALS
	DHCD	Grantee	Other		
Consultant Costs Associated with Branding, Marketing and Web Planning, Design and Development	\$16,500				\$16,500
Downtown Community Engagement Meetings	\$250				\$250
City Staff Time		\$12,057			\$12,057
Advertising, Printing and Promotional Items	\$3,000	\$8,400			\$11,400
Web Hosting and Domain Purchase	\$700				\$700
<b>TOTALS</b>	\$20,450	\$20,457			\$40,907

**EXHIBIT C**

**MARYLAND TECHNICAL ASSISTANCE PROGRAM**

**SPECIAL CONDITIONS**