



City of Annapolis

Office of the Mayor
160 Duke of Gloucester Street
Annapolis, MD 21401-2517

Mayor@annapolis.gov • 410-263-7997 • Fax 410-216-9284 • TDD use MD Relay or 711 • www.annapolis.gov

Grant Briefing Document

From:

Name Nikki Pletzer Phone 410-263-7952

Department Arts in Public Places Commission (through R&P)

This grant is ☒ New ☐ Annual/Repeating

This is a request to:

☒ Review, approve, and/or sign a grant agreement/award

☐ Other _____

Grant title Commerce Maryland State Arts Council Grant

Grantor MD State Arts Council Amount \$ 5,000

Attestation:

☐ Match is *not* required.

☒ Match is required. Match will be met in the form of e.g. cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency. \$5,000 cash match from R&P

Director's signature X Date 3/31/2017

Department Recreation & Parks

Routing

	Initials	Date In	Date Out	Comments
<input checked="" type="checkbox"/> Originating Dept Director	_____	_____	_____	signed 3/29/2017
<input checked="" type="checkbox"/> Grants Coordinator	_____	_____	_____	
<input checked="" type="checkbox"/> Finance Director	_____	_____	_____	signed 3/29/2017
<input checked="" type="checkbox"/> City Attorney	_____	_____	_____	signed 3/29/2017
<input checked="" type="checkbox"/> City Manager	_____	_____	_____	signed 3/29/2017
<input checked="" type="checkbox"/> Mayor	_____	_____	_____	signed 3/29/2017
<input checked="" type="checkbox"/> City Clerk	_____	_____	_____	signed 3/29/2017
<input checked="" type="checkbox"/> Finance Committee	_____	_____	_____	
<input checked="" type="checkbox"/> Finance Dept	_____	_____	_____	
<input type="checkbox"/> Return to Originating Department	_____	_____	_____	



GRANT BUDGET FORM

3/31/2017

Grant Title Commerce Maryland State Arts Council Grant

Grant Award (\$) 5,000.00

Originating Department(s): Rec & Parks

Dept Contact (Name/Phone): Nikki Pletzer/410-263-7952

Expenditure Account	Grant Award	Budgeted Grant Appropriation	Variance	Total per Expend. Type	Comments
Salaries			-	-	
Benefits			-	-	
Overtime			-	-	
Supplies			-	-	
Telephone			-	-	
Electricity			-	-	
Fuel and Oil			-	-	
Training & Education			-	-	
R & M - Equipment			-	-	
Special Programs			-	-	
Contract Services	5,000.00		5,000.00	5,000.00	
Capital Outlay			-	-	
other (fill-in)			-	-	
other (fill-in)			-	-	
other (fill-in)			-	-	
other (fill-in)			-	-	
other (fill-in)			-	-	
other (fill-in)			-	-	
Sub- Total	5,000.00	-	5,000.00	5,000.00	
LOCAL MATCH	5,000.00			5,000.00	
Total	10,000.00	0.00	5,000.00	10,000.00	

TOTAL EXPENDITURES*:

10,000.00

* May be different from Grant Award \$ if there is a match requirement.

Match is not required.

*

Department Director Signature/Date

Department

X

Match is required. Match will be met in the form of ⁽¹⁾ operating funds included in the FY 2017 Recreation & Parks Budget

I attest that this asset has been approved/appropriated in ⁽²⁾ _____

Department Director Signature/Date

Department

COMMENTS:

⁽¹⁾ Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

⁽²⁾ Examples: FY __ operating budget, a memorandum of understanding, City Council resolution/ordinance.

Grant period 7/1/2016-6/30/2017Amount of request or award 5,000

Due dates _____

Provide a short narrative, including program description, purpose of funds and special features, e.g., environmental impact implications, notarization required.

The Arts in Public Places Commission is invigorating public space along Compromise Street through the installation of Public Art.

There is a low wall in front of the Fleet Reserve Club located at 100 Compromise Street. It is positioned along a heavily traveled pedestrian and vehicular street in the dock area. An artist has been selected to design and create a welcoming mosaic wall that will serve as a vibrant gateway to the City.

The link below provides additional information regarding the location and the design.

https://drive.google.com/open?id=0B5H5xnoWuj_AaEtUa3J0S3FmSGM

This project requires a \$5,000 match that has been identified within the Recreation & Parks operating budget.

**MARYLAND STATE ARTS COUNCIL GRANT
SUB-RECIPIENT AGREEMENT
COMMERCE MSAC GRANT NO PAP 2016/2**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made this 28th day of March, 2017 by and between the City of Annapolis, a municipal corporation of the State of Maryland (the "City"), on behalf of its Art in Public Places Commission ("AIPP") (collectively, the "Sub-Recipient") and Arts Council of Anne Arundel County, Inc., a Maryland Corporation (the "Grantee").

EXPLANATORY STATEMENT

WHEREAS, the Grantee requested grant assistance from the Maryland Arts Council ("MSAC"), a unit of the Department of Commerce (the "Department"), a principal department of the State of Maryland ("State"), in order to undertake activities consistent with Title 4, Subtitle 6 of Article 83A of the Annotated Code of Maryland, which authorizes MSAC to make grants to organizations and individuals in order to create a nurturing climate for the arts in the State and to ensure that the role of the arts in the lives of citizens of the State shall continue to grow and play a significant part in their welfare and educational experience; and

WHEREAS, the General Assembly of Maryland authorized grant assistance through an appropriation of the annual State budget; and

WHEREAS; MSAC approved an award of grant funds in the amount of \$5,000.00 (the "Grant") to the Grantee as evidenced by a Maryland State Arts Council Grant Agreement executed on June 27, 2016 (the "Grant Agreement"); and

WHEREAS; the Grantee named the Sub-Recipient as a "collaborative partner" pursuant to the Grant Agreement to invigorate a derelict public space along Compromise Street through the installation of public art (the "Project"), as further specified in the Application and the Grant Agreement; and

WHEREAS, the Grantee has agreed to comply with the requirements of the Application, the FY 2016 Grant Guidelines and Information, and MSAC Grant Recognition Guidelines, all as defined and set forth in the Grant Agreement, and has further designated the Sub-Recipient to use the Grant according to the Grant Agreement, and has allocated the Grant to the Sub-Recipient for that purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. Grantee and Sub-Recipient Responsibilities

a. The Grantee and the Sub-Recipient shall, individually and as applicable, adhere to and comply with all terms and conditions of the Grant Agreement, which is attached to and incorporated into this Agreement as Attachment A.

b. The Sub-Recipient shall collaborate with the Grantee to accomplish the Project.

c. The Grantee, as recipient of the Grant, shall provide the Grant to the Sub-Recipient in full after receipt of such funds from MSAC.

d. The Sub-Recipient shall maintain accurate financial records and prepare and certify all reports required by the Grant Agreement. Reports will be provided to the Grantee's Contact set forth in Paragraph 1(f) of this Agreement for approval and forwarding to MSAC. The Sub-Recipient shall be an independent contractor for the purposes of fulfilling its duties and obligations under this Agreement.

e. The Sub-Recipient shall be subject to the same terms and conditions applicable to the

Grantee as contained in the Grant Agreement between the Grantee and MSAC. Should a conflict arise during the performance of administration of the Project between this Agreement and the Grant Agreement, the terms of the Grant Agreement shall prevail.

f. The Sub-Recipient acknowledges that the Grantee has designated April Nyman whose title and address are Executive Director, 2666 Riva Road MS 8150, Annapolis, Maryland 21401-7377 to administer the Grant Agreement. This designation may be revised from time to time by the Grantee by written notice to the Sub-Recipient.

g. Any modifications to the Project, which are mutually agreed upon by the Grantee and the Sub-Recipient (and approved by MSAC as may be required), may be incorporated in this Agreement by a written amendment executed by both parties hereto.

h. The Sub-Recipient shall permit the Grantee and authorized representatives of MSAC to inspect and audit all data and records of the Sub-Recipient relating to its performance under this Agreement.

i. In performance of its obligations under the Agreement, the Sub-Recipient, its agents, employees and assigns, shall comply with all applicable State and federal laws and requirements.

2. Miscellaneous

a. Neither party shall not assign, subcontract or transfer the rights it has or the obligations imposed on it by this Agreement or the Grant Agreement.

b. The terms of this Agreement shall be binding on and enforceable against the parties and their respective successors and assigns.

c. In all actions arising from this Agreement, the laws of the State of Maryland shall govern, and the venue for all actions initiated pursuant to this Agreement shall be exclusively the Courts of Anne Arundel County, Maryland. The parties hereby waive jury trial in all actions initiated pursuant to this Agreement.

d. The Explanatory Statement is hereby incorporated into this Agreement.

e. If any of the provisions of this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

f. This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. This Agreement shall not be waived, amended or modified except in writing and signed by the authorized representative(s) of the parties.

g. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

h. For purposes of notice, or other concerns or communication relating to the Project or this Agreement:

For the City: Director, Department of Recreation and Parks
 273 Hilltop Lane
 Annapolis, Maryland 21401

For AIPP: Arts in Public Places Commission

ATTN: Boards and Commissions Coordinator
160 Duke of Gloucester Street
Annapolis, Maryland 21401

For the Grantee: April Nyman, Executive Director
Arts Council of Anne Arundel County, Inc.
2666 Riva Road MS 8150
Annapolis, Maryland 21401-7377

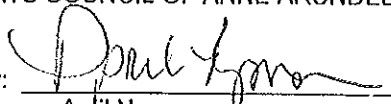
IN WITNESS WHEREOF, the Grantee and the Sub-Recipient have caused this Agreement to be executed under Seal as of the day and year written above.

WITNESS:



ARTS COUNCIL OF ANNE ARUNDEL COUNTY, INC.

By:


April Nyman
Executive Director

ATTEST:

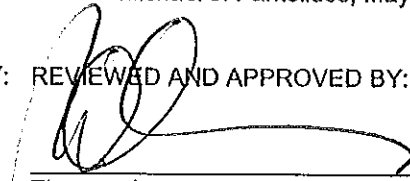

Regina C. Watkins-Eldridge, MMC,
City Clerk

CITY OF ANNAPOLIS

By:


Michael J. Pantelides, Mayor (Seal)

APPROVED FOR FINANCIAL SUFFICIENCY: REVIEWED AND APPROVED BY:


Bruce T. Miller, Director
Finance Department
Thomas C. Andrews, City Manager

REVIEWED AND APPROVED BY:

ART IN PUBLIC PLACES COMMISSION:


Archie Trader, Acting Director
Department of Recreation and Parks

By: _____
Name:
Title:

APPROVED FOR FORM AND LEGAL SUFFICIENCY:


OFFICE OF THE CITY ATTORNEY 03/29/2017

**ATTACHMENT A
GRANT AGREEMENT**

MARYLAND STATE ARTS COUNCIL
GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is made by and between the Maryland State Arts Council ("MSAC"), a unit of the Department of Commerce (the "Department"), a principal department of the State of Maryland ("State") and Arts Council of Anne Arundel County, Inc ("Grantee"), whose Federal Identification Number or Social Security Number is ***-**-1633.

RECITALS

Grantee has requested grant assistance from MSAC in order to undertake activities consistent with Title 4, Subtitle 6 of Article 83A of the Annotated Code of Maryland, which authorizes MSAC to make grants to organizations and individual artists in order to create a nurturing climate for the arts in the State and to ensure that the role of the arts in the lives of citizens of the State shall continue to grow and play a significant part in their welfare and educational experience.

The General Assembly of Maryland has authorized the grant assistance through an appropriation in the annual state budget.

MSAC has approved the award of grant funds to the Grantee, to be expended by Grantee in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this agreement, MSAC and the Grantee agree as follows:

1. Grant. Subject to the continuing availability of funds, as determined by MSAC in its discretion, MSAC agrees to provide Grantee with funds in an amount not to exceed \$5,000.00 (the "Grant").
2. Application. Grantee's application for grant assistance (the "Application") is available to Grantee in eGrant.net (<http://msac.egrant.net>) where grantee submitted the application. Grantee can view the application by logging into eGrant.net (<http://msac.egrant.net>) with their organizational login and password. Grantee warrants and certifies that all of the information and representations contained in the application are and remain true and complete in all material respects.
3. Grant Guidelines. Grantee acknowledged receipt of the FY 2016 Grant Guidelines and information available on the MSAC website <http://www.msac.org> under the appropriate grant type, and agrees to abide by its terms and conditions.
4. Use of Grant Funds: The Annapolis Art in Public Places Commission (AIPPC) collaborating with the Arts Council seeks to invigorate a derelict public space along Compromise Street through installation of public art. This space currently serves as a gateway into the downtown Historic District. The installation is a low wall (2' high x 100' long) situated along a heavily traveled pedestrian and vehicular street in the downtown dockside area. The project seeks to engage nearby elementary school students to work with a local/line artist to design and create a welcoming mosaic wall to serve as a vibrant entry gateway to the city's downtown dock area. The artist to be selected through an RFP process, if the Council is awarded the grant.
5. Grantee shall not use any Grant Funds to make contributions:
 - (a) to any persons who hold, or are candidates for, elected office;
 - (b) to any political party, organization, or action committee; or
 - (c) in connection with any political campaign or referendum.
6. Disbursement.
 - (a) For Grants for Organizations grants, Community Arts Development grants, and Master Artists in the Maryland Traditions Apprenticeship award program, up to seventy-five percent (75%) of the Grant shall be disbursed to Grantee upon

execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MSAC, if applicable. The remaining Grant funds shall be disbursed to Grantee after Grantee has submitted a satisfactory Interim report, the due date for which shall be January 29, 2017.

- (b) For Arts in Education grants, Individual Artist Awards, Maryland Touring grants, Traditions Project grants, Apprentices in the Maryland Traditions Apprenticeship award program, Public Art Program grants, Technical Assistance grants to organizations, honorarium grants to individuals, and other grants for organizations, up to 100% of the Grant shall be disbursed to Grantee upon execution of the Agreement, provided that Grantee has submitted all reports and documentation for prior year grant(s) required by MSAC, if applicable.

7. Inspection of Records. Grantee shall allow any duly authorized representative of MSAC, the Department, or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to this Grant, which records shall be retained by Grantee for at least three (3) years after the termination of this Agreement.

8. Acknowledgement. Grantee shall acknowledge MSAC funding in all programs and promotional materials relating to the funded activities in the manner set forth in the Grant Recognition Guidelines, which can be viewed on the MSAC website, <http://www.msac.org/recognizing-our-grants>, incorporated herein by reference.

9. Reports. Grantee shall provide MSAC with reports or information in a form acceptable to the MSAC, as MSAC may from time to time require.

10. Unused Funds. Grantee shall repay to MSAC any disbursed grant funds not spent or obligated by Grantee on or before June 30, 2017.

11. Fair Practices Certification. Grantee certifies that it prohibits, and covenants that it will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, or national origin; or (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (c) the physical or mental handicap of a qualified handicapped individual. Upon the request of MSAC, Grantee will submit to MSAC information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin.

12. Anti-Discrimination. Grantee covenants that it will not discriminate on the basis of race, color, sex, religion, or national or ethnic origin in its hiring of contractors to carry out any portion of the project funded by the proceeds of the Grant. Grantee further covenants that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

13. Legal Compliance. Grantee covenants that it shall comply with all applicable federal, State, and local laws and regulations.

14. Grantee's Certifications. Grantee certifies to MSAC that:

(a) Grantee, if a corporation or other form of limited liability entity, is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement; and

(b) This agreement has been duly authorized, executed and delivered by 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.

15. Drug and Alcohol-Free Workplace. Grantee warrants that Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18.

16. Default, Repayment and Remedies.

(a) A default shall consist of (i) any use of Grant funds for any purposes other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement.

(b) Upon the occurrence of any default, MSAC immediately may suspend Grantee's authority to receive any undisbursed Grant funds by written notice at any time to Grantee.

(c) Upon the occurrence of any default, Grantee shall have 30 days from the date MSAC's notice is postmarked to cure the default. After the conclusion of this 30 day period, if Grantee has not cured the default to the satisfaction of MSAC, MSAC may terminate this Agreement. In the event of termination:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed;

(ii) MSAC may immediately demand repayment of all or any portion of the Grant funds which have been disbursed; and

(iii) MSAC's remedies of withholding disbursement and of obtaining repayment as described in Section 16(c) (i) and (ii) above may be exercised contemporaneously with remedies pursuant to Section 16(d) below, and all of such rights shall survive any termination of this Agreement.

(d) If a default occurs, MSAC may at any time proceed to protect and enforce all rights available to MSAC, by suit in equity, action at law, or by any other appropriate proceedings.

17. Indemnification. Grantee releases MSAC, the Department, the State, and its employees or agents from, agrees that MSAC, the Department, the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless MSAC, the Department, the State, and its employees or agents from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a 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 MSAC, the Department, the State, and/or its employees or agents, as their interests may appear. If Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are conditioned upon the availability of appropriations for use by Grantee at the time such indemnification obligations arise; further, if Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are limited to the extent of the State of Maryland's statutory waiver of its sovereign immunity.

18. 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 postmarked, postage prepaid, addressed as follows:

(a) Communications to MSAC shall be mailed to: Maryland State Arts Council, 175 W. Ostend Street, Suite E, Baltimore, MD 21230.

(b) Communications to Grantee shall be mailed to grantee (address below) or emailed.

Arts Council of Anne Arundel County, Inc
Attn: Ms. Nyman
2666 Riva Road MS 8150
Annapolis, MD 21401-7377

19. Amendment. This Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both parties, or in the case of a modification of Section 4, by action of MSAC.

20. Assignment. Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed upon Grantee by this Agreement, without the prior written approval of MSAC.

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

22. Term of Agreement. This Agreement is effective upon execution by MSAC. Unless sooner terminated pursuant to Section 13 of this Agreement or by the mutual consent of Grantee and MSAC, this Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports and records due by the Grantee have been received by MSAC, and there has been a final settlement and conclusion between MSAC and Grantee of all issues arising out of the Grant.

THIS AGREEMENT, together with the Exhibits incorporated herein by reference, represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

WITNESS our hands and seals, all as of the date set forth below

ATTEST:

Brenda M. Collins
Signature of Grantee Witness

Brenda M. Collins
Typed/Printed Name and Title of Grantee
Witness

Arts Council of Anne Arundel Co.
Name of Grantee
April Nymon
Signature of Grantee

April Nymon, Executive Director
Typed/Printed Name and Title of Grantee

MSAC WITNESS:

Theresa Colvin
Signature of MSAC Witness

Theresa Colvin
Typed/Printed Name of MSAC Witness

MARYLAND STATE ARTS COUNCIL

By: Theresa Colvin

Theresa Colvin, Executive Director
Typed/Printed Name and Title

6/27/16
Date

THIS FORM WAS APPROVED FOR FORM AND LEGAL SUFFICIENCY BY AN ASSISTANT ATTORNEY GENERAL IN AUGUST 2003.