

GA-25-15

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: J. P. "Flip" Walters Dept: Rec&Prks/Harbrmastr Phone: 410-263-7973

This is a request to

- review, approve, and/or sign a grant agreement/award
other

Grant title: Pumpout Boat Grant- Calender Year 2015

Grantor: Maryland Dept. of Natural Resources Amount: \$ 60,000.00

Attestation:

- Match is not required.
Match is required. Match will be met in the form of

I attest that this asset has been approved/appropriated in

Signatures and dates for Michael Morris and J.P. Walters

Routing table with columns: Routing, Initials, Date In, Date Out, Comments. Rows include: originating Dept Director, Grants Coordinator, Finance Director, City Attorney, City Manager, Mayor, City Clerk, Finance Committee, Finance Dept.

Return to Originating Department

GRANT Briefing Document, continued

Provide a short narrative. Include:

| | | |
|---|-----------------------------|-------------|
| -program description | - purpose of funds | - due dates |
| -grant period | -amount of request or award | |
| -special features, e.g., environmental impact implications, notarization required | | |

Annual Renewal of Grant to Operate and Maintain Pumpout Boat *DAHLGREN* and/or an alternate Pumpout Boat.

We receive \$60,000 annually to maintain and operate Pumpout Boat *DAHLGREN* and/or an alternate Pumpout Boat.

This is a ONE HUNDRED PERCENT GRANT Requiring NO MATCHING FUNDS from the City.

This grant is 75% Funded by Federal Clean Water Act Funds from The US Department of Interior, Fish and Wildlife Service and 25% Matching Funds Requirement is Satisfied by 25% matching funds from the Maryland Department of Natural Resources.

The City has been operating a pumpout boat under this program for more than twenty five years, and in fact the original boat and the replacement current boat were both built and purchased under the same funding arrangements

Operating the pumpout boat and expanding pumpout operations has previously been identified as a high environmental priority. Further, In past years the City Administration had established a policy to seek Federal Approval of a City-wide "No Discharge Zone." Demonstrating adequate local Pumpout facilities is a Federal pre-requisite in order to establish a federal "No Discharge Zone" under US Environmental Protection Agency guidelines.

The current Grant Agreement MOU, authorized by MDNR and USDOJ is attached for signatures; and appropriation thru the City Council Finance Committee.

This is a calender year grant, covering from 01 January, 2015 thru 31 Dec., 2015; effectively bridging two fiscal years.

¹ Examples: 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 BUDGET FORM

Grant Title Operate and Maintain a Pumpout Boat

Grant Award (\$) \$60,000.00

Originating Department(s): Rec & Parks- Harbormaster Division

Dept Contact (Name/Phone): J.P. "Flip" Walters, Harbormaster; 410-263-7871

| Expenditure Account | Revenue Source | | | | Total per Expend. Type | Comments |
|----------------------|--------------------|--------------------|------------------|---------------|------------------------|--------------------|
| | Federal | State | Local (Matching) | Other | | |
| Salaries | \$27,000.00 | \$9,000.00 | \$0.00 | | \$36,000.00 | 66240-511050-845XX |
| Benefits | | | | | \$0.00 | |
| Overtime | | | | | \$0.00 | |
| Supplies | \$2,250.00 | \$750.00 | \$0.00 | | \$3,000.00 | 66240-542010-845XX |
| Telephone | | | | | \$0.00 | |
| Electricity | | | | | \$0.00 | |
| Fuel and Oil | \$5,250.00 | \$1,750.00 | \$0.00 | | \$7,000.00 | 66240-548010-845XX |
| Training & Education | | | | | \$0.00 | |
| R & M - Equipment | \$10,500.00 | \$3,500.00 | \$0.00 | | \$14,000.00 | 66240-524040-845XX |
| Special Programs | | | | | \$0.00 | |
| Contract Services | | | | | \$0.00 | |
| Capital Outlay | | | | | \$0.00 | |
| other (fill-in) | | | | | \$0.00 | |
| other (fill-in) | | | | | \$0.00 | |
| other (fill-in) | | | | | \$0.00 | |
| other (fill-in) | | | | | \$0.00 | |
| other (fill-in) | | | | | \$0.00 | |
| other (fill-in) | | | | | \$0.00 | |
| Total | \$45,000.00 | \$15,000.00 | \$0.00 | \$0.00 | \$60,000.00 | |

TOTAL EXPENDITURES*: \$60,000.00

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

X Match is not required.

Michael Morris
Department Director Signature/Date

J.P. Walters 1/15/15
Harbormaster Division / Date

Match is required. Match will be met in the form of ⁽¹⁾

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

Department Director Signature/Date

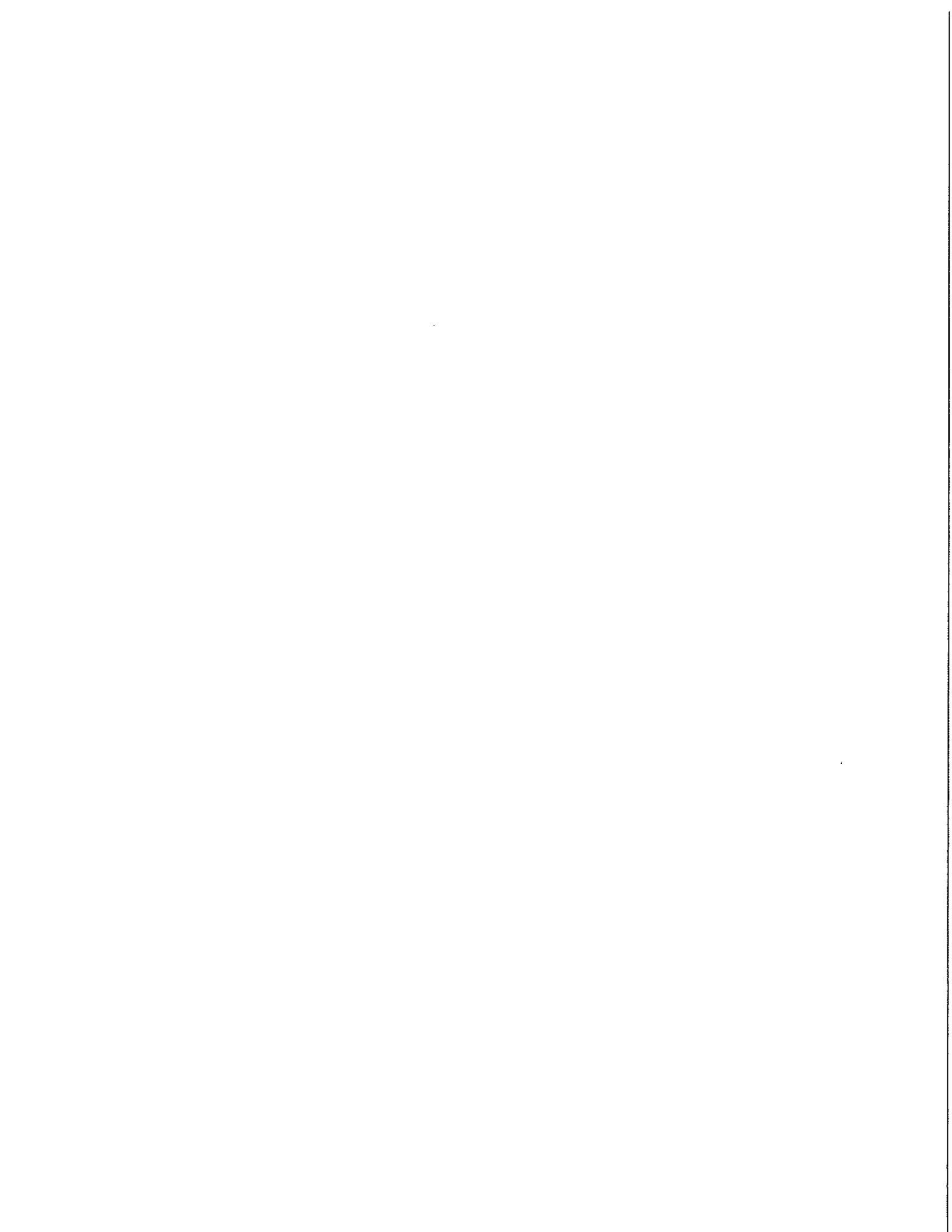
Department

COMMENTS:

US Department of Interior and Maryland Department of Natural Resources have been providing Grant funding for approximately thirty years to own, maintain and operate a pumpout boat for the waters of Annapolis Harbor. The State provides twenty five percent, and the Federal Government provides seventy five percent of the cost. It is a one hundred percent reimbursable grant with zero local funds required.

(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.



**DEPARTMENT OF NATURAL RESOURCES
MEMORANDUM OF UNDERSTANDING
REV. 12/2011
[For Contracts Exempt From Procurement]**

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day
of _____, 20____, by and between the

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

Boating Services Unit

Tawes State Office Building, E-4

580 Taylor Avenue

Annapolis, MD 21401

hereinafter ("Department"),

and

The City of Annapolis

160 Duke of Gloucester St.

Annapolis, MD 21401

hereinafter ("Contractor").

WHEREAS, the Department is an agency of the State of Maryland;

WHEREAS, the Contractor is an agency of the State of Maryland, or a political subdivision of the State, or another government as defined in State Finance and Procurement Article, §11-203 of the Annotated Code of Maryland;

WHEREAS, the Contractor has agreed to perform work for the Department in accordance with this Memorandum of Understanding (or "MOU"); and

WHEREAS, both the Department and Contractor are committed to the protection of natural resources;

NOW, THEREFORE, the Department and the Contractor agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall: Utilize the pumpout vessel owned and operated by the Contractor to provide pumpout service to the general boating public in the Annapolis Harbor and surrounding creeks during 2015. This work is more particularly described in the attached Scope of Work and/or in an Invitation for Bids, Request for Proposals, or other statement of work made a part of this Contract as Exhibit A.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

The services set forth above shall be performed for a total payment not to exceed sixty thousand dollars (\$ 60,000). **The Contractor shall submit billings for all costs expended in the performance of this Memorandum in accordance with a payment schedule set forth in the attached Scope of Work.** In the absence of a payment schedule, billing shall be monthly. If the Scope of Work contains a schedule for completion of various components of the work, each monthly billing shall identify the progress made in relation to the schedule and the payment being requested. The Contractor shall follow cost accounting practices acceptable to the Department. Billings shall be due and payable within thirty (30) days of receipt by the Department.

ARTICLE III - TERM

The term of this Memorandum shall be from January 1, 2015 through January 30, 2016. No work may be initiated under this Memorandum until it has been fully executed by all parties and the Contractor has been instructed to proceed by the Department.

ARTICLE IV - GENERAL CONDITIONS

The Department of Natural Resources, General Conditions, Memoranda of Understanding (Rev. 12/2011), are attached and made a part of this Memorandum.

ARTICLE V - CONTRACT REPRESENTATIVES

The following individuals are designated as contract representatives for their respective parties [name and address]:

Donna Morrow

Boating Services Unit

580 Taylor Avenue, E-4

Annapolis, MD 21401

Phone: 410-260-8773 Email: donna.morrow@maryland.gov

Contractor Flip Walters

Harbormaster

1 Dock Street

Annapolis, MD 21401

Federal ID #: 152-6000764

Phone: 410-263-7973 Email: jpwalters@anapolis.gov

The scope of authority of the designated Contract Representatives to act for their respective parties is set forth in the attached General Conditions.

ARTICLE VI - KEY PERSONNEL

The Contractor agrees that the following named individuals are considered to be essential to the work being performed hereunder, and are designated as Key Personnel who shall be made available to the full extent required to carry out the work under this Memorandum:

J.P. Flip Walters

William Brookes

Should any of these individuals become unavailable during the term of this Memorandum, personnel of equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the Department, which approval may be denied by the Department at its sole discretion. Should the Contractor be unable to provide substitutes acceptable to the Department, the Department may terminate this Contract, or, at its option, negotiate with the contractor for an equitable adjustment under the Contract relative to the loss of such Key Personnel.

ARTICLE VII - MERGER

This Memorandum embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement other than those contained herein or incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum by causing the same to be signed on the day and year first above written.

WITNESS

CONTRACTOR

Print Name:

By _____
Print Name:
Title:
Date:

WITNESS

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

Print Name:

By _____
Print Name: Mark O'Malley
Title: Director of Boating Services
Date:

Approved as to form and legal sufficiency

this ____ day of _____, 20

Assistant Attorney General

WITNESS

PROCUREMENT OFFICER APPROVAL

Print Name:

By _____
Print Name:
Title:
Date:

SCOPE OF WORK - Exhibit A

Purpose

The Contractor owns and operates a marine sewage pumpout vessel that was purchased in 2006 with 75% Federal Clean Vessel Act (CVA) funds and 25% State Waterway Improvement funds.

The purpose of this agreement is for the Department to provide the Contractor Operations and Maintenance (O&M) funding for the period of January 1, 2015 through January 2016.

I DESCRIPTION OF PROJECT

- A. The Contractor shall own, operate, maintain, and is solely responsible for the vessel utilized in performance of the Contractor's obligations under this contract.
- B. The vessel will be available to provide holding tank pumpouts to vessels of the general boating public during the time periods noted in Section II.B.I.
- C. Federal CVA funds (75%) and State WIF funds (25%) will be utilized to provide a 100% reimbursement for the salary of the vessel Captain(s) and operations and maintenance costs associated with the vessel operations, not to exceed the amounts noted in Section III. Funds are subject to availability in both Federal and State budgets. The objective is for the Contractor to "break even" on pumpout expenses and, therefore, **income generated from pump-out fees (see Section II. 5) will be used to offset other administrative and operational expenses which pertain to the operation of the pumpout vessel. A detailed accounting of all expenses and income received will be required with the invoices for reimbursements.**
- D. To be eligible for reimbursement, all boat operators' salary, operations and maintenance expenses must be directly attributable to the operation of the pumpout vessel.

II RESPONSIBILITIES

A. General

The Contractor understands and agrees that:

- 1) Federal and State funds will be used to help the Contractor offset the vessel's O&M expenses. **Funds are subject to availability in both Federal and State budgets.** The Contractor is solely responsible for all aspects of the operation and maintenance of both the vessel and related pumpout equipment. The Contractor further understands and agrees that neither the State nor federal government assumes any liability for any aspect of the operation and maintenance of both the vessel and pumpout equipment including, but not limited to; any death, illness, injury, or damage to property that is in any way attributed to the pumpout

vessel or the pumpout equipment. The Contractor further agrees to ensure that the vessel is properly registered, equipped, and insured, and that staff are properly trained in both the operation of the vessel and the use of pumpout equipment. For example, the Contractor will ensure that all vessel operators born on or after July 1, 1972 possess a Certificate of Boating Safety Education (NASBLA approved) as required by Maryland law.

- 2) The Contractor will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, age, national origin or physical or mental disability.
 - 3) The pumpout shall be used for the collection of boat sewage only. No bilge or oily waste shall be collected by the pumpout. Additionally, the sewage collected by the vessel must be disposed of by a method approved by the Anne Arundel County Department of Public Works. The Contractor will comply with any additional requirements that may be imposed either by the Department of Public Works or the Anne Arundel County Department of Health regarding the sanitary storage/disposal of human waste.
 - 4) Absent exigent circumstances, during the time periods when the vessel is on duty for conducting pumpouts, the vessel will not be used for other non-pumpout related tasks.
- 5) The Contractor will charge no more than \$5 per pumpout up to the first fifty gallons, and then an additional 10 cents per gallon above 50 gallons. Documentation will be maintained by the Contractor detailing pump-out income and expenditures from this income. This documentation shall accompany invoice(s) per Section I. C. of this scope of work.

B) Staffing Requirements/Funding for Staff Salary

- 1) From **January 1, 2015 through December 31, 2015** the vessel will be available to conduct holding tank pumpouts to the vessels of the general boating public. The hours of operation will generally be from 8:00 a.m. through 8:00 p.m. seven days a week, however, the Contractor has reasonable discretion to adjust these dates/hours as necessary to allow for unforeseen circumstances including inclement weather and staffing/maintenance problems.
- 2) At the Contractor's request, the boat operators shall be paid up to **\$20.00 per hour**. The maximum total reimbursement for said salary expenses (including training) available to the Contractor is **\$30,000.00**.

C) Operations and Maintenance Funding (O&M)

- 1) The Operations and Maintenance of the holding tank pumpout equipment and the vessel is the sole responsibility of the Contractor.
- 2) Up to **\$30,000** is available to reimburse the Contractor for routine O&M expenses which is limited to the cost of fuel, oil, sewage disposal, and the repair & maintenance of the pumpout equipment and the vessel itself.

- 3) The Contractor will maintain daily logs that will document the number of vessel holding tanks pumped out per day with the estimated gallons of sewage removed. **The Contractor will submit these logs along with a summarization page as part of all invoices and other proof of payments for expenses.**

III SUMMARY OF FUNDING

For the time period of this agreement (January 1 through December 31, 2015), reimbursable expenses may not exceed the following:

| | |
|--------------------------------|-----------------|
| Salaries for vessel Captain(s) | \$30,000 |
| Operations/Maintenance | <u>\$30,000</u> |
| Total Not to Exceed | \$60,000 |

IV REIMBURSEMENT PROCEDURES AND INVOICING SCHEDULE

- A. The Contractor will initially pay all operations and maintenance expenses for the holding tank pumpout equipment and the vessel (including salary expenses).
- B. **All invoices submitted for reimbursement must include both a summary page (signed by an authorized representative of the Contractor) and supporting documentation including proof of payment noting the make and model of the pumpout boat on all invoices as follows:**
- For O&M expenses (other than salary) **acceptable proof of payment includes:** copies of cancelled checks (electronic format from on-line banking *is acceptable*), an invoice marked "paid" and signed/dated by the vendor, a billing statement from the vendor showing the invoice was paid, a credit card receipt, or documentation from a company representative that the expense has been paid (e.g., email).
 - For boat operators' salary expenses **proof of payment includes:** copies of time cards, sign-in sheets, or other suitable daily time-keeping records (such as a log) are required. The employee's name, hourly rate, total monthly hours, and total monthly salary should also be included. This documentation must be signed by the employee and the supervisor.
- C. **Documentation** will be maintained by the Contractor **detailing pump-out income and expenditures from this income.** This documentation shall accompany invoice(s) per Section II. C. 3 of this MOU.

INVOICE SCHEDULE (NEW)

- D. The Contractor shall submit invoices, including proof of payment and pumpout income accounting, as follows:**

| | |
|--|---|
| Activity Period: January – April, 2015 | <u>Invoice Due by May 31, 2015</u> |
| Activity Period: May – August, 2014 | <u>Invoice Due by September 30, 2015</u> |
| Activity Period: September – December 2014 | <u>FINAL Invoice Due by January 31, 2016</u> |

City of Annapolis

Date: _____

Mark O'Malley Director
Boating Services Unit, DNR

Date: _____

