

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: J.P. "Flip" Walters Dept: R & P- Harbormaster Phone: 410-263-7973

This is a request to

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

other Application Notification

Grant title: Debris and Derelict Removal in Annapolis City Waters

Grantor: Maryland Department of Natural Resources Amount: \$ 25,000.00

Attestation:

Match is *not* required.

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

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

Michael Morris J.P. Walters
 Department Director signature Harbormaster 13 July 2015
 Dept Date

Routing	Initials	Date		Comments
		In	Out	
<input checked="" type="checkbox"/> originating Dept Director	<u>MM</u>	<u>7/13/15</u>	<u>7/13/15</u>	_____
<input checked="" type="checkbox"/> Grants Coordinator	<u>NCP</u>		<u>7/14</u>	_____
<input checked="" type="checkbox"/> Finance Director	<u>MRS</u>	<u>7/14/15</u>	<u>7/14/15</u>	<u>initials only</u>
<input checked="" type="checkbox"/> City Attorney	_____	_____	_____	_____
<input checked="" type="checkbox"/> City Manager	_____	_____	_____	_____
<input checked="" type="checkbox"/> Mayor	_____	_____	_____	_____
<input checked="" type="checkbox"/> City Clerk	_____	_____	_____	_____
<input checked="" type="checkbox"/> Finance Committee	_____	_____	_____	<u>FOR 7/22/15</u>
<input checked="" type="checkbox"/> 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		

This is a no-match required, 100% reimbursable funds Grant for a combined total of up to \$25,000.00 100% grant for FY16 that we receive every year from the Maryland Department of Natural Resources, Waterways Improvement Fund- for Citywide Harbor Clean-up.

The City receives a great deal of benefit from these grants each year.

Funds will be used to remove flotsam, debris, derelict and/or abandoned boats and other hazards and/or obstructions to safe navigation when, where and as identified throughout City of Annapolis Harbor.

Individual clean-up/removal projects are presented to MDNR Grant Administrator for advance approval prior to obligation of expenditure.

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 Title Citywide Debris & Derelict Boats Removal Grant Annual Renewal

Grant Award (\$) \$25,000.00

Originating Department(s): Rec & Parks - Harbormaster

Dept Contact (Name/Phone): J. P. "Flip" Walters / 7871

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries		\$5,000.00	None Required		\$5,000.00	30400-511050-845XX
Benefits					0.00	
Overtime					0.00	
Supplies					0.00	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil					0.00	
Training & Education					0.00	
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services		\$20,000.00	None Required		\$20,000.00	30400-530800-845XX
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	0.00	25,000.00	0.00	0.00	25,000.00	

TOTAL EXPENDITURES*: \$25,000.00

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

Match is not required.

Michael Morris
Department Director Signature/Date

J.P. Walters
Rec & Parks - Harbormaster
Department

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:

This is an annually renewed grant the City has been receiving for more than 20 years. Each Year we receive a new two year grant allocation.

It is somewhat like a stand-by fund to be used to aid in clean-up of flotsam, debris and derelict boats to help maintain water quality in the Harbor

Public Waterways of Annapolis.

(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.



Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Mark J. Belton, Secretary
Mark L. Hoffman, Acting Deputy Secretary

July 7, 2015

Mr. J.P. "Flip" Walters
Annapolis Harbormaster
One Dock Street
Annapolis, MD 21401

RE: Abandoned Boat and Debris Grant Award
FY 16 – AB 3601

Dear Mr. Walters,

I am writing to inform you that the City of Annapolis request for funds from the Maryland Abandoned Boat and Debris (AB&D) Program has been approved. A grant in the amount of \$25,000 has been awarded and is available for immediate use.

Under the terms of this grant, all legitimate expenses associated with the removal of abandoned boats and debris is 100% reimbursable. Please be sure to maintain documentation of all expenditures including invoices, receipts and photographs.

Please note that DNR is changing the duration of our AB&D grants from two years to one year. Therefore, jurisdictions must now apply every year for funding. All expenses related to this grant must be used by June 30, 2016. Any funds that are not expended by that date will be reverted to the program.

If you have any questions or concerns regarding this award please contact me directly at (410) 643-6521 or matt.negley@maryland.gov

Sincerely,

Matthew Negley
DNR Boating Services
Abandoned Boat and Debris Program

Boating Services
Waterway Improvement Fund - Abandoned Boat and Debris
Application & Project Agreement

1. APPLICANT NAME: City of Annapolis	Federal ID # 52-6000764
2. PROJECT TITLE: Debris and Derelict Boat Removal in Annapolis City Waters	
3. COUNTY / MUNICIPALITY: City of Annapolis, Anne Arundel County, MD	
4. LEGISLATIVE DISTRICT: MD-30 th US-3 rd	
5. PROJECT LOCATION (Street Address or Lat/Long): Lat: 38 58.583'N Long: 76 28.767'W Various locations, Citywide- One Dock Street, Annapolis, MD., 21401	
6. PROJECT DESCRIPTION <u>Provide Detailed Project Description (Attach any available site plans/photographs of proposed project):</u> Remove derelict boats and flotsam/debris as found at various locations, Citywide- One Dock Street, Annapolis, MD., 21401	
8. TOTAL ESTIMATED PROJECT COST	\$ 20,000.00 Debris Removal \$ 30,000.00 Abandoned boat removal
9. AMOUNT OF WATERWAY FUNDS REQUESTED	\$ 20,000.00 Debris Removal (<i>Maximum amount to be reimbursed by</i> \$ 30,000.00 Abandoned boat removal <i>DNR for <u>this specific grant only</u></i>)
10. LOCAL PROJECT COORDINATOR:	
J.P. "Flip" Walters	Harbormaster
(Print Name)	(Print Title)
One Dock Street	Annapolis MD 21401
(Address)	(City) (State) (Zip)
jpwalters@annapolis.gov	410-320-6849
(E-mail address)	(Telephone Number)
11. PROJECT PERIOD: (<u>This grant only</u> . Not to exceed two (2) years.	FROM: 7/1/2015 To: 7/1/2017
Multi-Year Costs: Year One: \$	Total Project Cost: \$ 20,000.00 Debris Removal \$ 30,000.00 Abandoned Boat Removal (All Years)
Year Two: \$	
How does this application relate to the total multi-year project?	
12. DETAILED PROJECT STATUS/JUSTIFICATION:	
A. Will project expand/improve public boating access? If yes, explain. YES. It will clear away debris that may have blocked and/or restricted boater navigation.	

B. Will project improve/enhance boating safety? If yes, explain. YES.

Funds will be used to remove flotsam, debris, derelict and/or abandoned boats and other non-discript hazards and/or obstructions to safe navigation when, where and as identified throughout City of Annapolis Harbor. Individual cleanup/removal projects are presented to MDNR Grant Administrator for advance approval prior to obligation of expenditure.

C. Status of federal/state/local permits (Check Appropriate Permits/Approvals where Applicable)? **Attach all approved permits:**

State Wetland License ____ Corps of Engineers Permit ____ Critical Areas ____ Water Quality Cert. ____

If all required permits are not available, provide further explanation (i.e. schedule to obtain permits, etc):

Permits will be acquired as required.

D. Projected expenditure rate? (check one) One Year ____ Two Years X

E. Is this the continuation of a current or phased project? (check one) Yes ____ No X If yes, explain.

F. Additional justification for project (attach additional page if necessary)

Removal of debris and abandoned vessels expands freely navigable waters and thus inevitably reduces boating congestion.

13. The applicant's department and any other individuals involved with the Abandoned Boat and Debris Program must comply with the eligibility requirements, bid process, terms & conditions, law, necessary reimbursement documentation, and other important information related to this Program found on the following website:
<http://dnr.maryland.gov/boating/abandonedboats.asp>

14. **Terms and Conditions:** In submitting this Project Proposal, the Grantee hereby accepts the Terms and Conditions set forth in the State Boat Act (Section 8-721, Section 8-722, and Section 8-725.1) and the following:

- A. The applicant will not discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this proposal.
- B. The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual. All necessary Federal, State and local permits and approvals must be secured by said Grantee prior to start of construction.
- C. Plans and Specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Waterway Improvement Program. In addition, all plans, specifications and proposed changes must be submitted for review and approval by the Program.
- D. The Grantee will publicly advertise the project for bids or use other procurement method approved in advance by the Department of Natural Resources (DNR). Proposals will be received and compiled by the Grantee involved. DNR reserves the right to have a representative present at the bid opening.
- E. Project contracts with a value of \$500,000 or more for which the State provides 50% or more of the funding will be advertised as prevailing wage contracts (COMAR 21.11.11).
- F. The Grantee will prepare a tabulation of bids and/or other method of procurement as per condition "D" referenced herein and submit same to the Department of Natural Resources with comments and recommendations prior to the award of any contract.
- G. The Grantee must submit invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project to the Department of Natural Resources upon completion of the project.
- H. The Grantee will post the project, in a prominent location, as a "Public Facility" and, will place a permanent sign, approved by the Department, acknowledging project funding by the Waterway Improvement Fund.
- I. If a fee is to be charged for use of the facility, the Grantee must obtain prior approval from the Department of Natural Resources. All Maryland registered boaters will have equal access to State funded boating facilities.
- J. The Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department of Natural Resources.

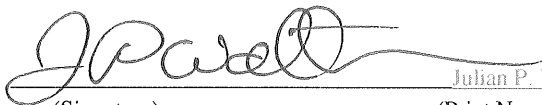
- K. Any project funded in whole or in part with Waterway Improvement Fund grants must remain available and open for use by the general boating public. The Department must approve changes in use of a project before it is removed from public access and use, such as through sale, donation, or commercial use of the facility. If approved, the Grantee must replace the project with a facility open to the general boating public with equal value at the nearest approved location, at no cost to the Department. The Grantee may be required to repay the Department for the current value of the project in proportion to the total cost of the project paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.
 - L. All projects must be in compliance with the Forest Conservation Act of 1991 and the Maryland Economic Growth, Resource Protection, and Planning Act of 1992 prior to the reimbursement of any State funds.
 - M. The Department of Natural Resources reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in this application. **Grant projects two years or older are subject to immediate reversion by DNR.**
 - N. Projects financed through State bonds must be approved by the State Board of Public Works prior to the reimbursement of any State funds.
 - O. The Grantee, agrees that it will if necessary, unless previously approved by DNR:
 - 1) Provide, without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for project;
 - 2) Hold and save the State of Maryland free from damages that may result from the construction of the project;
 - 3) Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities; and
 - 4) Will assure that the facility will be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disabilities Act (ADA).
 - P. Department of Natural Resources will only reimburse the cost of grant projects approved in writing by the Department.
 - Q. All press releases and grant related events shall be coordinated with DNR Boating Services.
 - R. The Grantee is, to the fullest extent permitted by law, responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees or sub-contractors, in connection with its performance under this Agreement, and is responsible for all work, both permanent and temporary, until all services under this Agreement are declared accepted by the Department.
- The Grantee shall, to the fullest extent permitted by law, indemnify and save harmless and defend the Department and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under this Agreement, either by the Grantee or any sub-contractor, sub-grantee, agents, employees, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against the Department.
- S. The performance of work under this Project Agreement may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Agreement that the Grantee has incurred up to the date of termination and all reasonable costs actually incurred by the Grantee and directly associated with termination of the Grant Agreement.

Revised February 2014

GRANTEE AUTHORIZATION

As the authorized representative of this Political Subdivision, I have read the terms of the "Project Agreement and Terms & General Conditions" of this Waterway Improvement Fund Application and Project Agreement, and The City of Annapolis hereby agrees to abide by the terms, conditions, and reimbursement checklist.

(County/Municipality/Organization)



(Signature)

Julian P. Walters

(Print Name)

Harbormaster

(Print Title)

30 July, 2014

(Date)