

GA-33-16

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: Cynthia Gudenius Dept: Planning & Zoning Phone: 410-263-7961

This is a request to

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

Grant title: State of Maryland Department of Natural Resources Critical Area Commission for the Chesapeake and Atlantic Coastal Bays Grant-in-Aid Program

Grantor: State of Maryland, DNR, Critical Area Commission Amount: \$ 6,000.00

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 in² _____ .

 Planning and Zoning 4/12/16
 Department Director signature Dept Date

Routing	Initials	Date		Comments
		In	Out	
<input checked="" type="checkbox"/> originating Dept Director	<u>CG</u>	<u>4/13/16</u>	<u>4/13/16</u>	
<input checked="" type="checkbox"/> Grants Coordinator	<u>(ADP)</u>	<u>4/13</u>	<u>4/13</u>	<u>RUST for 4/19/16 Fin. Comm.</u>
<input checked="" type="checkbox"/> Finance Director	<u>(ADN)</u>	<u>4/13</u>	<u>4/13</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	_____	_____	_____	_____
<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		

Two (2) copies of the grant must be signed and returned to the Critical Area Commission no later than April 25, 2016.

The Grant Agreement becomes effective upon the date of execution by the Commission and expires 6/30/2017. The total grant amount is \$6,000 for the fiscal year.

The grant is a benefit to the City of Annapolis as it helps to offset the salaries and expenses incurred for the implementation of the various tasks of the local Critical Area Program and compliance with State regulations.

No matching funds are required.

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 REPORTING FORM

Reporting Date _____ Initial Programming _____ Acceptance _____

City Register _____ X Application _____ Revision _____

Grant Class _____

Grantor Chesapeake Bay Critical Area Commission

Grant Number _____ Original Source _____ State _____

Amount of Grant \$6,000

City's Match N/A (Cash Match) Total Cost of Project \$6,000

(In-Kind) _____

Cash Flow Payment in arrears, upon submission of quarterly expense reports

Grant Description On-going implementation of program, review of development within critical areas of the City

Special Conditions _____

Account Distribution			Grant Amount	Match
Dept	Budgeted? Y/N	Account Number Account Title	Revenue	Expenditure
P&Z		110-33410-0-0-209		
	N	Critical Areas Grant	\$6,000	
P&Z		110-41910-6110		
	Y	Salaries		\$6,000

Grant Coordinator Cynthia Gudenius Application

Est. Acceptance Date 5/1/2016 Acceptance attached

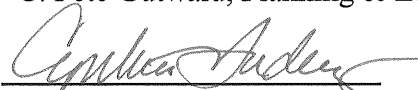
Signatures Revision Attached

Planning and Zoning

Requesting Department



C. Pete Gutwald, Planning & Zoning Director



Cynthia Gudenius, Planner

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CRITICAL AREA COMMISSION
FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
GRANT-IN-AID PROGRAM

GRANT AGREEMENT PO# _____

THIS GRANT AGREEMENT, entered into this 1st day of July, 2016, by and between

STATE OF MARYLAND
CRITICAL AREA COMMISSION FOR THE
CHESAPEAKE AND ATLANTIC COASTAL BAYS
hereinafter ("Critical Area Commission"),
and

CITY OF ANNAPOLIS, MARYLAND

hereinafter ("Grantee")

WHEREAS, funding has been appropriated by the General Assembly to the Critical Area Commission for Fiscal Year 2017, to be disbursed in grants to local governments for the purpose of assisting them in carrying out their responsibilities under the Chesapeake and Atlantic Coastal Bays Critical Area Protection Program, Natural Resources Article, §8-1801 et seq., Annotated Code of Maryland, (2012 Repl. Vol. and 2015 Supp.) ("the Act"); and

WHEREAS, the purpose of these grants is to assist local jurisdictions in implementing their local Critical Area Programs in compliance with the Act and with the criteria promulgated by the Commission codified at COMAR 27.01 et seq. ("Criteria"); and

WHEREAS, the Grantee has notified the Commission that it needs grant assistance funding to implement its Critical Area Program; and

WHEREAS, the Commission has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein;

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2017, in the amount of **Six Thousand dollars (\$6,000)**.

The Grantee agrees to the following provisions:

1. The Grantee shall review and implement its approved local Critical Area Program and conduct its 6-year Comprehensive Review (if applicable). Grantee shall incorporate promptly into its program any amendments to the Act and the Criteria which have been approved by the General Assembly, but are not yet reflected in the Grantee's Program, by proposing a Program Amendment or Refinement, as applicable, for the Commission's review and approval. Notwithstanding any provision, or lack of provision in Grantees' local Critical Area Program, Grantee shall implement all provisions of the Act as provided in MD Code, Natural Resource II 8-1808 (c)(1).
2. Grant funds may only be used to support local personnel, administrative costs, or consulting services utilized for the direct implementation of the local Critical Area Program. Only local planning, environmental health, zoning enforcement, public works, and other activities specifically related to the direct administration and implementation of the local Critical Area Program, may be funded with this grant.
3. This Grant Agreement shall become effective upon the date of execution by the Commission and shall expire June 30, 2017. This agreement may be amended only with the written approval of the Commission.
4. The Commission shall reimburse the Grantee for expenses authorized under the grant upon the Grantee's submission of a quarterly invoice and status report (Refer to page 1-3), Article V of Appendix A - "FY2017 Scope of Work and Funding Guide for Local Governments" for minimum requirements.
5. The Grantee shall insure that any person with a pecuniary or other business interest in a proposed project or program amendment that requires Commission approval and/or compliance with the local Critical Area Program, shall not review the project or program amendment on behalf of the jurisdiction for consistency and compliance with local Critical Area regulations or requirements.
6. The attached Scope of Work is hereby incorporated by reference into and made an integral part of this Grant Agreement.
7. The attachments: Appendix A - "FY2017 Scope of Work and Funding Guide For Local Governments" and Appendix B - "Department of Natural Resources - General Conditions for Critical Area Commission Grants – In-Aid Program - “Rev. 4/16” are hereby incorporated into and made an integral part of this Grant Agreement.

8. In accordance with Article IV – PROPERTY, Section A, Rights in Data, Public Disclosure, identified in the aforementioned Appendix B - General Conditions, all reports, studies, or other documents prepared for public distribution, and which are financially supported in whole or in part by Department of Natural Resources, Critical Area Commission, will bear the following statement on the cover or first page:

“This document is funded (in part, if appropriate) by a grant/cooperative agreement from the Department of Natural Resources, Critical Area Commission for the Chesapeake and Atlantic Coastal Bays.

The views expressed herein are those of the author(s) and do not necessarily reflect the views, opinions, or policies of the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays or Department of Natural Resources.”

9. GIS/DATA GUIDELINES

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by the Critical Area Commission (CAC) will be transferred to CAC according to the following terms:

1. Data and products collected, manipulated, or directly purchased, as part of the Grant shall become the property of CAC.
2. All other data and products shall be transferred to CAC for internal use only. Any other use of such data shall occur only after CAC has consulted with the Grantee on the limitations of such data. In the case of certain sensitive information, limitations or transfer of data shall be determined by mutual agreement between the Grantee and CAC. The Grantee shall in no case be responsible for CAC’s use of such data.

- B. Any GIS data to be transferred to CAC that is collected, manipulated, or purchased pursuant to this agreement utilizing funds administered by CAC through Match funds, shall be documented as specified in Sections 1-7 of the Digital Spatial Metadata Standard, FGDC-STD-001-1998, as authorized by both the Department of Natural Resources (Policy 93:04) and the Maryland State Geographic Information Committee (MSGIC), and any subsequent updates or revisions.

- C. Any electronic data to be transferred to CAC in conjunction with a GIS shall be transferred in ARC/INFO Export or Shape file or Map and Image Processing Systems (MIPS) compatible formats, or other mutually acceptable format. Unless otherwise

specified differently in the Grant, the data shall be in the Maryland State Plane coordinate system, North American Datum (NAD) of 1983, North American Vertical Datum (navd) of 1998 and units of meters. Non-Spatial text or database data to be transferred to CAC shall be delivered in Word, dBase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes CD ROM, DVD or External Hard Drive. All delivery requirements shall be coordinated directly through the Grant Coordinator, with media and format specifications as determined on a case-by-case basis by the Grant Coordinator, in coordination with the technical staff of CAC and technical staff of the Grantee.

- D. All deliverables will be submitted directly to the **Grant Administrator, Vicki Johnston** at the Commission. Quarterly reports and status reports shall be submitted: in electronic format. Final deliverable work products, including the Final Report, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted: in electronic format.

The reports must document progress made toward the achievement of the above stated Goals and products/outcomes during each reporting term. A succinct description of activities shall be reported for each product/outcome. Please quantify where possible. These reports shall also describe difficulties encountered for each activity, and changes in expected deliverable dates, and budget changes, or changes in staffing. Include sample products as appropriate. Invoices with appropriate back up documents shall be submitted for periods ending: **9/30, 12/31, 3/31 and 6/30.**

Reporting Time Frame

July 1, 2016 – September 30, 2016
October 1, 2016 – December 31, 2016
January 1, 2017 – March 31, 2017
April 1, 2017 – June 30, 2017

Due Dates

October 15, 2016
January 15, 2017
April 15, 2017
June 30, 2017

10. The Commission retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Should the Commission determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Commission for funds so identified.

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

Signatory for the Grantee:

By: _____
GRANTEE WITNESS

By: _____
GRANTEE

Michael Pantelides, Mayor
PRINT NAME & TITLE OF
SIGNATORY FOR GRANTEE

Signatory for the Commission:

By: _____
COMMISSION WITNESS

By: _____
Ren Serey, Executive Director
Critical Area Commission for the
Chesapeake and Atlantic Coastal Bays

Signatory for Procurement Division:

By: _____
DNR Procurement Officer

Approved as to form and legal sufficiency April, 2016

By: Rachael L. Eisenhauer
Assistant Attorney General, Department of Natural Resources

Ashley Leonard, Assistant City Attorney
Date: _____

Approved as to Financial Sufficiency:

Bruce T. Miller

Bruce T. Miller, Director of Finance
Date: _____

Reviewed by:

Thomas Andrews, City Manager

APPENDIX A

CRITICAL AREA COMMISSION FOR THE CHESAPEAKE AND ATLANTIC COASTAL BAYS

SCOPE OF WORK AND FUNDING GUIDE FOR LOCAL GOVERNMENTS

I. PURPOSE

The purpose of this document is to assist local governments in preparing and managing their Scopes of Work. It is also the basis upon which Critical Area Grant funding is issued.

II. FUNDING

The Critical Area Commission provides grant funding to support jurisdictions in their efforts to implement local Critical Area Protection Programs. The level of funding is based upon the extent of Critical Area in the affected jurisdiction, the level of activity occurring in the Critical Area, the ability of the jurisdiction to implement its local Program with current resources, and the total amount of funding made available by the General Assembly. Funding is provided to each jurisdiction through a grant agreement signed by the jurisdiction and the Critical Area Commission.

III. CONTACTS

Questions or inquiries about the agreement for funding should be directed to the Grant Administrator, Vicki Johnston at (410) 260-3461, vicki.johnston@maryland.gov.

The Commission is located at 1804 West Street, Suite 100, Annapolis, Maryland 21401.

IV. SCOPE PREPARATION

Below is a list of tasks, activities, and deliverables that the local governments shall use as a guide when preparing the Scope of Work. The Commission and the Grantee acknowledge that not all of the listed activities/tasks may be required by the Grantee in any single grant year.

V. GUIDELINES FOR PROPER INVOICING

Jurisdictions shall submit, on a quarterly basis, an invoice and quarterly activity report to the **Grant Administrator, Vicki Johnston** at the Commission. The format of the invoice should summarize expenditures and mimic the format of the Budget in the Scope of Work to the greatest extent possible. Separately, jurisdictions should include a detailed expenditure sheet that identifies expenditures by budget category.

Please note that in order to be reimbursed you must provide proof of payment.

In lieu of reporting salaries on the detailed expenditure sheet and providing copies of time sheets, jurisdictions may use the Salary Summary form to report salaries. In order to use this form, jurisdictions must provide to the Commission before the first billing period, the name of signing authority who will be responsible for verifying the accuracy of the forms and must agree to maintain time records on file for three years following the close of the grant. **Do not include social security numbers on the salary summary forms, expense accounts, time sheets or any other support documents provided to the Commission.**

The same level of detail should be provided regarding other expenditures, such as supply and material purchases, consultant fees, travel, etc. Please refer to the descriptions below for examples of expenditure documentation, which must be submitted along with the invoice and detailed expenditure sheet.

Examples of acceptable documentation for expenditures are listed below.

<u>Category</u>	<u>Backup Documentation Needed</u>
Salaries	Copies of time sheets or Salary Summary Sheet. Description of project hours, hourly rate, fringe benefit rates, position title. If submitting Salary Summary sheet, hard copies (ink or computer printout) of time sheets will be retained by the local government for a minimum of three years from the close of the grant period.
Communication	Copies of phone bills and canceled checks or check numbers (telephone, postage, etc.) verifying payment. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and copies of all validated bills, invoices and receipts that are related to the travel should be included. Additional information is required if claiming reimbursement for using a personal vehicle. In order for the contractor to be reimbursed, they must provide proof that the driver has been reimbursed. Check numbers or copies of canceled checks are acceptable forms of payment verification. Itemization and purpose of travel are required.
Supplies/Equipment	Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or payment forms

signed by a fiscal officer. Itemized description of purchases on detailed expenditure sheet.

Contractual Services

Copies of bills or invoices with receipts or a payment authorization form signed by a fiscal officer. Also, copies of canceled checks or copies of check numbers. Detailed description of services provided, timeframe of services, and hourly rate for services. Description of services on detailed expenditure sheet.

Note: Time period of support documentation should coincide with the billing time period.

VI. ELIGIBLE EXPENDITURES

Only those expenditures directly related to local Critical Area Protection Program implementation and/or amendment(s) may be charged against the grant; unless otherwise specifically authorized by the Commission in writing.

Eligible expenditures may include but are not limited to:

Category

Description

Administrative Costs

Operational expenditures such as: telephone, postage, advertising, map reproduction (associated with comprehensive review), etc. Dues are an ineligible expense. Expenditures for services must be individually itemized in the Scope of Work and justified (including identifying the possible use of consultants/contractors).

Supplies & Materials

Operational expenditures such as: offices supplies, publications, printing, etc.

Travel/Conferences

In-state conferences, workshops, seminars, training, or in-state travel. In-state conferences, etc. may be eligible for reimbursement if they: a) have been specifically identified in the original Scope of Work and, b) are Critical Area-related.

If the generic term of "Conferences/Training" is used as the line-item description in the Scope of Work to cover *possible* expenditures, which *may* arise, the jurisdiction must obtain prior written approval from the Commission before incurring any conference/training costs in order for the expenditure to be considered eligible for reimbursement.

TRAVEL: Travel must be directly associated with implementing the local Critical Area Program. Use of personal vehicles will be reimbursed at a rate not to exceed the State's standard reimbursement rate. Refer to Section V – "Guidelines for Proper Invoicing" above, for required support documentation. Maintenance, repairs, and insurance are ineligible expenses.

VEHICLES: Leased vehicles must be specifically identified and justified in the Scope of Work. Multi-year leases **will not** be approved. The Commission will require a copy of the lease agreement between the vendor and the local jurisdiction prior to reimbursement. Jurisdictions must provide mileage reports that show: personnel using vehicle, places traveled to, miles traveled, gasoline/oil purchased, and any other maintenance requirements. The local government must cover the cost of insurance for the vehicle. The purchase of vehicles or the purchase/lease of boats are ineligible for reimbursement.

Consultants/Legal*

Work to be performed by outside consultants, contractors, or lawyers, for which a "contractual agreement" is legally entered into, must be specifically identified in the Scope of Work. The Scope description must include: name of vendor to perform services (if available), a detailed description of the services to be performed, and the time frame for completion of each task, the expected work product, and an itemized budget. Work products (such as maps, ordinances, plans, etc.) produced by consultants must be submitted with the quarterly report and invoice.

*If legal counsel is considered a staff person hired by the local jurisdiction, rather than one used on retainer, then they should be identified under "PERSONNEL AND BENEFITS," and not as a contractor under "CONSULTANTS/ LEGAL."

In addition, only those legal fees associated with the review of program refinements/ amendments, new ordinances/regulations or local project review are eligible expenses. Legal fees directly or indirectly associated with preparing for, conducting, defending, and/or prosecuting an administrative, judicial or other original proceeding or appeal in which the local jurisdiction takes a position concerning a project approval and/or program amendment, which are contrary to that which has been or is expressed in writing by the Commission, are

ineligible for reimbursement. Types of fees to which this provision may be applicable are: legal counsel, attorney preparation and/or review of documents and court fees.

Salaries & Fringe Benefits: Only the percentage of time spent actually working on Critical Area activities may be applied toward the grant. Please identify all positions in the Scope of Work. For each position identified in the Scope, the following items must also be included: hourly rate, itemized fringe benefits with associated cost breakdown, and percentage of time to be spent working on Critical Area activities, and description of work to be performed by position.

Unless specifically included in the original proposed Scope of Work, or incorporated and approved through the amendment process, expenditures associated with consultants, contractors, legal fees, or any other category defined above, will be considered an ineligible expense.

VII. SCOPE OF WORK - VEHICLE FOR OBTAINING GRANT

A detailed Scope of Work identifying tasks/activities, products/deliverables, time-lines for completion of work, and a detailed budget should be submitted to the **Grant Administrator, Vicki Johnston** at the Commission upon receiving notice that they are due.

VIII. PERIOD OF PERFORMANCE

The period of performance for grants made in FY 2017 shall be from July 1, 2016 through June 30, 2017. Unless there is a "No-Cost Extension" granted by the Commission, all unspent monies will revert back to the Commission by June 30th of each year.

IX. AMENDMENTS

Amendments to the Scope of Work must be requested in writing to the **Grant Administrator, Vicki Johnston** at the Commission. Amendments for task, budget or appropriation change must: 1) include justification for the change; and 2) provide a detailed description of the change.

Amendments for "No-Cost Extensions" must include: (1) justification for extension; and (2) detailed budget identifying the monies to be spent during the extension period (maximum 90-day extension).

Requests for major changes or amendments which include monetary changes greater than 10% and/or task changes that involve adding/deleting or significantly altering tasks must be submitted in writing to the **Grant Administrator, Vicki Johnston** no later than March 1st. Requests for minor changes/amendments that include monetary change less than 10% and/or

insignificant task changes may be submitted to the Commission in writing any time before May 1st.

Please Note: A "No-Cost Extension" is designed to enable completion of tasks listed in the Scope of Work which cannot be completed during the fiscal year due to extenuating circumstances. Extensions will not be granted based solely on the need to spend the fiscal year grant allocation and will not be extended beyond June 30, 2017. No-cost extensions are considered a major amendment and requests must be submitted no later than March 1st. All associated invoices and reports must be submitted by June 30, 2017 for the close of the grant.

X. QUARTERLY REPORTS

Quarterly reports should detail work activities; identify progress made on Scope Tasks to date, obstacles encountered during the quarter, and new tasks that are about to begin. The report should follow the format of the approved Scope of Work and should report on activities contained therein.

If for any reason a jurisdiction is unable to perform the tasks identified or expend monies as detailed in the Scope of Work, a written explanation must be provided to the **Grant Administrator, Vicki Johnston** at the Commission, as to why tasks were not performed and/or as to why monies were not spent. A formal semi-annual review will be conducted each year by the Commission to evaluate the progress being made under the Scopes of Work. Local governments who have not expended at least half of the funding appropriation and who have not provided justifications will be in jeopardy of losing funding in an amount commensurate with the time lost.

Any changes to the original Scope of Work (as identified in Section VII above) must be requested in writing to the **Grant Administrator, Vicki Johnston** at the Commission and written approval provided, before they can be included in the quarterly report.

An electronic copy of the quarterly report shall be submitted to the **Grant Administrator, Vicki Johnston** at the Commission.

XI. INVOICES

Invoices must be submitted on local government letterhead or official local finance office stationery. An invoice should always include: the local jurisdictions name and address, federal identification number, grant agreement purchase order number, the time-frame covered by the invoice and should summarize, by category, expenditures which add up to the invoice total or the amount being requested for reimbursement or amount invoiced. In addition to the invoice, jurisdictions must include a detailed expenditure sheet that provides detailed line item descriptions, by category, of expenditures. The detailed expenditure sheet should include the time period that the invoice covers and provide detailed information on expenditures as described in Section V, on page 5. Invoices must be submitted to the **Grant Administrator, Vicki Johnston** at the Commission electronically on a quarterly basis and

include proper support documentation, of which the quarterly report is a part, in order to be considered valid submission. Please submit (1) electronic invoice, detailed expenditure sheet, support documents and (1) electronic copy of the activity status report as per instructions above.

Invoices dated prior to, or costs incurred prior to, the execution date noted on the Grant Agreement, are ineligible expenditures and cannot be reimbursed by the Commission.

Please note: Proper support documentation for items to which reimbursement request pertains, must be submitted before the invoice can be paid. Please refer to Appendix A, Section V – “Guidelines for Proper Invoicing” for valid types of documentation. **The 4th quarter invoice must be provided to the Grant Administrator, Vicki Johnston at the Commission no later than June 30, 2017 close of the State fiscal year.**

XII. WORK PRODUCTS

An invoice and quarterly status report are needed, with the exception of GIS activities and any scientific or technical paper, abstract or report. For GIS activities, refer to Article 9, "A-C," in the Grant Agreement, DNR/OOS-103, 04/16. For scientific or technical paper, abstract or report, please refer to Appendix B – General Conditions, Article IV – Property.

APPENDIX B – City of Annapolis

DEPARTMENT OF NATURAL RESOURCES

GENERAL CONDITIONS FOR
CRITICAL AREA COMMISSION FOR THE CHESAPEAKE
AND ATLANTIC COASTAL BAYS
GRANT-IN-AID PROGRAM
(REV. 4/16)

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to agreements exempt from the requirements of State Finance and Procurement Article, §11-101 et seq. of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Grant-In-Aid Agreement executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the Agreement are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Agreement, including the Scope of Work, shall govern and control.

Specific terms used in this document have the following meaning:

- A. “Basic Agreement” means the executed document to which the general conditions contained herein are appended or incorporated.
- B. “Agreement” means the agreement between the Department and the local government Grantee for performance of services, including the Scope of Work and these General Conditions.
- C. "Scope of Work" or "Work" refers to the specific obligation of the local government Grantee as identified in the Agreement or other work statement incorporated into the Agreement.
- D. "Grantee" means the State agency, political subdivision or government entity obligated to perform services for the Department under this Agreement.
- E. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

A. Independent Entity - The Grantee is not an employee of the Department but is an independent entity. The Grantee shall be responsible for providing all supplies and materials necessary for performance of all work under the Agreement, and for withholding any taxes and social security payments due in relation to the Agreement. The Grantee is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Service - Service of any notice required by the Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the Agreement. If no representative is named, then the person executing the Agreement for a party shall be the representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Grantee is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and work pursuant to this Agreement, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Grantee agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement. The Grantee further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Grantee, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another sub-grantee or sub-contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Grantee or the sub-grantees, sub-contractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Grantee shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any sub-contract or sub-grant, the Grantee agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Agreement unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Grantee, may at any time make any change in the work within the general scope of the Agreement. Within fifteen (15) days of receipt of a Notice of Change, the Grantee shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Agreement provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed with Changes, upon receipt of which the Grantee shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the Agreement. Any change or modification to the Agreement must be approved in writing by the Department.

E. Suspension of Work - The Department unilaterally may order the Grantee in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Grantee intends to assert a claim against the Department, the Grantee shall do so within 30 days of the date the Grantee knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement. The Department shall advise the Grantee in writing of the Department's decision on the claim. The Department's decision is final.

ARTICLE IV - PROPERTY

A. Rights in Data, Public Disclosure - Unless otherwise specified in writing as part of this Agreement, the Grantee agrees that all reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for it under the terms of this Agreement shall be delivered to and become and remain the property of the Department upon termination or completion of the work. The Department shall have the absolute right to duplicate and use, for any purpose whatsoever, all or any part of the technical data which are to be delivered under this Agreement.

The Grantee shall notify the Department in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. The Grantee shall in all cases submit to the Department (1) copy of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Agreement which the Grantee desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Grantee to the Department at least sixty (60) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Grantee shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Grant. Furthermore, upon receipt of a written request from the Department, the Grantee shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Grantee may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Agreement. With respect to any subject invention in which the Grantee retains title, the Department, and in those cases where federal money is involved, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Grantee shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Agreement. Furthermore, the Grantee agrees that, if at any time during the course of performance of this Agreement, it should become aware of a potential conflict between the rights of the Department under this Agreement, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Agreement may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Grantee assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Grantee are subject to any patent, copyright, trademark, trade secret or other property right of another. The Grantee shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Grantee shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the Agreement, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Agreement, shall be Department property and shall be used primarily for work under this Grant. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Grantee. The Grantee shall use all effort to care for and maintain the equipment. Upon termination of this Grant, the Department shall determine what disposition shall be made of the equipment and shall so notify the Grantee within thirty (30) days. The Grantee shall report its acquisition of non-expendable equipment covered by this Agreement to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Agreement shall be itemized in the budget of this Agreement to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - 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 and subject to availability of funds, 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.

B. Insurance - If specified in the Agreement, the Grantee shall provide insurance protecting the Department from bodily injury and property damage. The Critical Area Commission acknowledges that the Grantee is a self insured municipality and that all insurance requirements may be satisfied from the City's self insurance funds.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Grantee agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Grantee hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Grantee shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the Critical Area Commission's procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Grantee to verify invoices submitted pursuant to this Agreement.

B. Payment of State Obligations - Payments to the Grantee shall be made in accordance with the terms of the Agreement. The Department is not responsible under any circumstances for payment of any charges due to late payment of invoices.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Agreement and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this Grant 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.

C. Termination for Default - If the Grantee fails to fulfill its obligation under this Agreement properly and on time, or otherwise fails to carry out the work or violates any term of this Agreement, the Department may terminate the Agreement by written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Grantee shall, at the Department's option, become the Department's property. The Department shall pay the Grantee fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Grantee's breach. If the damages are more than the grant funds payable to the Grantee, the Grantee will remain liable after termination and the Department can affirmatively recover any amount due to the Department.

ARTICLE IX - LEGAL

A. Severability - If a court of competent jurisdiction declares that any of these provisions contravenes, or is invalid under, the laws of Maryland, or of the county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable – This Agreement is governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

APPROVED as to form and legal sufficiency
Office of the Attorney General
Department of Natural Resources
April 2016