

GA-31-17

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: Beth R. Bellis Dept: Rec and Parks Phone: 410-263-7973

This is a request to

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

Grant title: Debris and Derelict Boat Removal--Annapolis City Waters

Grantor: Maryland Department of Natural Resources Amount: \$ 30,000

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 _____

 Department Director signature Dept Date

Routing	Initials	Date		Comments
		In	Out	
<input checked="" type="checkbox"/> originating Dept Director	A.T.	6/26/17	6/26/17	(Archie Trader)
<input checked="" type="checkbox"/> Grants Coordinator	KEM	6/27/17	6/27/17	Kim Ellen Maronski
<input checked="" type="checkbox"/> Finance Director	STW	6/27/17	6/27/17	STW
<input checked="" type="checkbox"/> City Attorney	Og	6/27/17	6/27/17	
<input checked="" type="checkbox"/> City Manager	[Signature]	6/28/17	6/28/17	
<input checked="" type="checkbox"/> Mayor	msa	6/29/17		
<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		

This is a no-match required, 100% reimbursable grant for a total of up to \$30,000. We receive this grant every year from the Maryland Department of Natural Resources Waterways Improvement Fund--for city-wide waterway clean-up.

Funds will be used to remove and dispose of abandoned boats, but also to remove debris and other hazards that obstruct the waterway. We can use this grant to pay salaries of harbor employees that are completing derelict and debris work and to pay contractors to tow, haul, store and destroy derelict boats.

The funds for this grant cover Fiscal Year 2018 and reimbursement requests are due by the end of June 2018.

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 (\$) 30,000.00

Originating Department(s): Recreation and Parks--Harbormaster

Dept Contact (Name/Phone): Beth Bellis 410-263-7872

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries		10,000.00	None Required		10,000.00	30240-511050-845xx
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	Non Required		20,000.00	30240-530800-845xx
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	30,000.00	0.00	0.00	30,000.00	

TOTAL EXPENDITURES*: 30,000.00

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

Match is not required.

Department Director Signature/Date

RECREATION & PARKS

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 grant allocation. It is used to aid in clean-up of 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.

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-3rd	
5. PROJECT LOCATION (Street Address or Lat/Long): Lat: 38 58.583'N Long: 76 28.767'W Citywide-One Dock Street, Annapolis, MD 21401	
6. PROJECT DESCRIPTION Provide Detailed Project Description (Attach any available site plans/photographs of proposed project): Remove derelict boats and flotsam/debris as found at various locations, Citywide-One Dock Street, Annapolis, MD., 21401	
8. TOTAL ESTIMATED PROJECT COST	\$ 10,000—Debris Removal \$ 20,000—Abandoned Boat Removal
9. AMOUNT OF WATERWAY FUNDS REQUESTED	\$30,000 (Maximum amount to be reimbursed by DNR for <u>this specific grant only</u>)
10. LOCAL PROJECT COORDINATOR:	
Beth Bellis	Harbormaster 410-263-7872
(Print Name)	(Print Title) (Telephone Number)
One Dock Street	Annapolis MD 21401 410-295-9018
(Address)	(City) (State) (Zip) (Fax Number)
brbellis@annapolis.gov (E-mail address)	
11. PROJECT PERIOD: (This grant only. Not to exceed one (1) year.)	FROM: 7/1/17 To: 6/30/18
Total Project Cost: \$ 30,000	
12. DETAILED PROJECT STATUS/JUSTIFICATION:	
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 debris, derelict and/or abandoned boats and other hazards and/or obstructions to safe navigation throughout City of Annapolis Waters. Staff will make efforts to have owners of derelict boats remove and dispose of vessels.	
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. Is this the continuation of a current or phased project? (check one) Yes No If yes, explain.

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

Removal of debris and abandoned vessels expands freely navigable waters and then inevitably reduces boating congestion. It reduces threat of water pollution.

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 one year 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 Annapolis Harbormaster hereby agrees to abide by the terms, conditions, and reimbursement checklist. (County/Municipality/Organization)

Beth Bellis
(Signature)

BETH BELLIS
(Print Name)

ANNAPOLIS HARBORMASTER
(Print Title)

6/23/17

(Date)

Forward request to:

**Department of Natural Resources
Boating Services Unit
Abandoned Boat and Debris Program
303 Marine Academy Drive
Stevensville, MD 21666**

phone: 410-643-6521

fax: 410-643-2341

**APPROVED FOR FORM
AND LEGAL SUFFICIENCY:**

Shelby Jensen 06/27/2017
OFFICE OF THE CITY ATTORNEY