



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

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

Grant Briefing Document

From:

Name Maria Broadbent Phone 410.260.2200 x7788

Department Office of Environmental Policy

This grant is New Annual/Repeating

This is a request to:

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

Other _____

Grant title Atlantic & Coastal Bays 2010 Trust Fund

Grantor Maryland Department of Natural Resources Amount \$ 175,000

Attestation:

Match is *not* required.

Match is required. Match will be met in the form of e.g. cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency. in-kind services (e.g. concept design in WIP) may need some funds from CIP

Director's signature *Maria T. Broadbent* Date 2/28/17

Department Office of Environmental Policy

Routing

	Initials	Date In	Date Out	Comments
<input checked="" type="checkbox"/> Originating Dept Director	<i>MB</i>	<i>2/27/17</i>	<i>2/28/17</i>	<i>Please do NOT date page 1 of grant</i>
<input checked="" type="checkbox"/> Grants Coordinator	<i>(MJP)</i>	<i>3/20</i>	<i>3/20</i>	
<input checked="" type="checkbox"/> Finance Director	<i>SM</i>	<i>3/20</i>	<i>3/20</i>	
<input checked="" type="checkbox"/> City Attorney	<i>OTZ</i>	<i>3/21</i>	<i>3/21</i>	
<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				
<input checked="" type="checkbox"/> Return to Originating Department				

Grant period March 15, 2017 - May 31, 2018 Amount of request or award \$175,000

Due dates _____

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

This grant will enhance both the water quality and the natural wildlife habitat of a 1980's style stormwater management pond in the Ambridge neighborhood. The City of Annapolis will receive credit toward our Municipal Separate Storm Sewer System, MS4, permit Total Maximum Daily Loading, TMDL, requirements.

Additionally, the project will serve as a demonstration project to educate homeowner associations, (HOAs) in the City as to their responsibilities for maintaining stormwater ponds in their neighborhood and how to enhance their water quality through maintenance and upgrades.

State of Maryland
Department of Natural Resources

Chesapeake & Atlantic Coastal Bays 2010 Trust Fund

Grant Agreement

This Grant Agreement, entered into this _____ day of _____, 20____ by and between the State of Maryland, Department of Natural Resources, Tawes State Office Building, 580 Taylor Avenue, Annapolis, MD 21401 (hereinafter "Department") and

City of Annapolis
 160 Duke of Gloucester Street
 Annapolis, MD 21401
 Federal Tax Identification #:52-6000764
 (hereafter "Grantee").

WHEREAS, there is a Chesapeake & Atlantic Coastal Bays 2010 Trust Fund ("Trust Fund"), established with the purpose to provide financial assistance necessary to advance Maryland's progress in meeting the goals established in the Chesapeake Bay Watershed Agreement for the restoration of the Chesapeake Bay and the Atlantic Coastal Bays and their tributaries by focusing limited financial resources on nonpoint source pollution control projects in all regions of the State of Maryland, as set forth in Annotated Code of Maryland, Natural Resources Article §8-2A-01 et seq.; and

WHEREAS, the Bay Cabinet agencies administer the Trust Fund in accordance with the Trust Fund final work and expenditure plans, including distribution of funds through grants to counties, bicounty agencies, municipalities, forest conservancy district boards, soil conservation districts, academic institutions, and nonprofit organizations that have a demonstrated ability to implement nonpoint source pollution control projects; and

WHEREAS, funding has been appropriated for the Trust Fund by the General Assembly for Fiscal Year 2017, to be disbursed in grants to certain entities, for the purposes set forth in Code, Natural Resources Article § 8-2A-01 et seq.; and

WHEREAS, the Grantee has been selected by the Bay Cabinet to receive such grant assistance from the Trust Fund, and the Grantee has agreed to the provisions contained herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the receipt of a Grant in the amount of One Hundred Seventy Five Thousand Dollars and Zero Cents (\$175,000.00) the parties agree to the following provisions:

1. This Grant Agreement (hereafter "Agreement") shall become effective on March 15, 2017 and shall expire without notice on May 31, 2018. This Agreement may be amended only by a writing signed by both parties.
2. Unless the Grantee is a unit of the Department of Natural Resources, the Grantee acknowledges that it is neither an agent nor an employee of the Department, but is an independent entity.

3. The Grantee shall be responsible for identifying and acquiring all supplies and materials necessary for performance of all work, and for withholding any taxes and social security payments due in relation to this Agreement. The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Agreement as set forth in the attached Scope of Work. The Scope of Work is hereby incorporated into this Agreement and is made an integral part of this Agreement.

4. No work may be initiated under this Agreement until the Grantee has been instructed in writing to proceed by the Department. The Grantee shall prosecute all work continuously and diligently until the termination of this Agreement, and shall not sublet, assign, or transfer this Agreement or any portion thereof without prior written consent of the Department. Unless otherwise specified in writing, the Grantee agrees that all reports, drawings, studies, estimates, maps, and computations prepared by or for it under the terms of the Agreement shall be delivered upon request to, and become the property of, the Department upon termination or completion of the work.

5. (a) Funds paid to the Grantee under this Agreement shall be used only for the purposes set forth in this Agreement and the Scope of Work. The Grantee shall submit billings for the expenses authorized for the work under this Agreement in accordance with the payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, the Grantee shall submit billings for time periods ending March 31, June 30, September 30, and December 31 of each year. Each billing shall identify the progress made in relation to the schedule, and the amount of payment requested. The Grantee shall submit a final invoice no later than 30 days after the date of expiration of this Agreement set forth in Paragraph 1, above.

(b) The Grantee shall follow cost accounting practices acceptable to the Department. Payments will be made only for the costs authorized under in the Scope of Work. Billings shall be due and payable within 30 days of receipt by the Department. The Grantee agrees that no claims or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

6. The Grantee shall submit quarterly status/progress reports to the Department at the same time as the billing submissions required under Paragraph 5, above. Each status report shall contain the information required by Code, Natural Resources Article § 8-2A-04 (e) for work performed during that quarter. Payment of the costs identified in the billing submissions is contingent on the Department's satisfaction with the Grantee's progress in the work. At the end of the term of the Agreement, the Grantee shall submit a final report, as described in the Scope of Work.

7. In the performance of its activities with a Grant from the Trust Fund pursuant to this Agreement, the Grantee shall conform to Federal, State, and local laws and regulations and to the specifications contained in the attached Scope of Work. The Grantee shall obtain and maintain all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Agreement. 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 the Grantee requests, and the Department agrees in writing, to amend this Agreement to modify or

waive one or more provisions. The Department retains the right, by written direction to the Grantee, to at any time make any change in the work within the general scope of the Agreement.

8. The Department shall have the right, during normal business hours, to enter upon and inspect the lands, equipment, records, and property owned or used by the Grantee in connection with this Grant, to determine the Grantee's compliance with the terms and conditions of this Agreement. The Department 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 Department determine that Grant funds have been expended for activities outside the Scope of this Agreement, the Grantee, on demand by the Department, shall reimburse the Department for all such funds.

9. (a) Subject to the obligations and conditions set forth in this Agreement, title to equipment or personal property acquired with funds under this Agreement by the Grantee or a subgrantee will vest upon acquisition in the Grantee or subgrantee respectively. Title to real property will vest in the State. The Grantee and subgrantee shall maintain the equipment, and real and personal property, in good order, and shall employ adequate safeguards to prevent loss, damage, or theft of the property.

(b) For any item of real or personal property, including equipment, acquired with Grant funds which has an original per-unit fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the duration of this Agreement or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. In case of loss, theft, or damage of the insured property, proceeds of insurance required by this paragraph shall be applied towards replacement of the property or towards the partial or total repayment to the State of the Grant, in the sole discretion of the Department.

(c) Equipment shall be used by the Grantee or subgrantee for the project or work for which it was acquired as long as needed, whether or not the project or work continues to be supported by Trust Fund Grant funds.

(d) The Grantee or subgrantee may not use equipment acquired with Trust Fund Grant funds to provide services for a fee to compete with private companies that provide equivalent services, unless specifically allowed by federal or state law.

(e) When no longer needed for the project or work under this Agreement, the equipment may be used in other work or projects currently or previously supported by a State agency. The Grantee or subgrantee may acquire replacement equipment, and may use the original equipment to be replaced as a trade-in to offset the cost of the replacement equipment, subject to the approval of the Department.

10. (a) When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, personal property and equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of less than five thousand dollars (\$5,000.00) may be retained, sold, or otherwise disposed of by the Grantee.

(b) When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of five thousand dollars (\$5,000.00) or more may be retained or sold, and any

proceeds from a disposition shall be applied to repay to the State a percentage of the portion of the Grant allocable to the property disposed of, unless the Grantee and the Department agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted bases of the property that would remain if the property had been recover property placed in service after 1986 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ARCS) specified in the 26 U.S.C. § 168.

11. This Agreement shall be 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 questions arising hereunder.

12. The Grantee agrees that it will not discriminate in any matter against an employee or applicant for employment because of sex, race, age, color, religion, creed, marital status, ancestry, national origin, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; and Grantee agrees to include a provision similar to that contained herein in any subcontract except a subcontract for standard commercial supplies or raw materials; and to post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this paragraph.

13. The Grantee hereby represents and warrants that it and any subcontractor it hires is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

14. To the fullest extent permitted under applicable law, the Grantee shall indemnify and save harmless the State and the Department from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the State or the Department arising out of or as a result of this Agreement. To the fullest extent permitted by law, the Grantee is responsible for all damage to life and property due to its activities, or those of its agents, employees, sub-grantees, or sub-contractors, arising out of or in connection with its performance under this Agreement until all services under this Agreement are declared accepted by the Department.

15. This agreement may be terminated in writing by either party upon thirty (30) days written notice to the other party. Service of any notice required under this Agreement shall be complete upon mailing of such notice, postage prepaid, to the appropriate representative of the party at the address listed in the Agreement.

16. Any disputes between the Department and the Grantee related to this Agreement shall be presented in writing by the party asserting the dispute, to the other party. The written statement shall set forth the nature and, if applicable, the monetary value of the dispute, and the facts on which the dispute is based. The parties agree that they will work diligently and in good faith to resolve any dispute, and that, pending the resolution of the dispute, the Grantee will proceed with the work under this Agreement.

17. The Department may instruct the Grantee to terminate the performance of work under this Agreement in whole, or from time to time in part, whenever the Department determines that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with the Grantee's work under this

Agreement, which the Grantee has incurred and has documented, up to the date of termination.

18. If the Grantee fails to fulfill its obligations under this Agreement, or otherwise violates any provision of the Agreement, the Department may terminate the Agreement for default by issuing written notice to the Grantee. The notice shall specify the acts or omissions cited as cause for termination. All finished or unfinished work accomplished 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 any satisfactory work prior to the issuance of the notice of termination, less the amount of any set-off or damage caused by the Grantee's breach of its obligations. The Grantee is liable after termination, and the Department retains the right to collect, any and all monies owed to the Department under this Grant.

19. This agreement embodies that whole agreement of the parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.

20. The parties agree that the following named individuals are considered to be essential to the work being performed under this Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Agreement:

Raycine M. Hodo

410-260-2200, ext. 7887; rmhodo@annapolis.gov

Maria T. Broadbent

410-260-2200, ext. 7788; mbroadbent@annapolis.gov

Should any of these individuals become unavailable during the term of this Agreement, the Grantee shall assign personnel of equivalent capability to the work. Prior written approval of the Department is required for any substitution of key personnel, which approval may be denied at the Department's sole discretion. If the Grantee is unable to provide substitute personnel acceptable to the Department, the Department may, at its option, terminate this Agreement, or require an equitable adjustment in the Grant to account for the loss of key personnel.

21. The parties designate the following named individuals as Agreement Representatives for the purpose of any notices required under this Agreement. The parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative's contact information.

Claudia Donegan, Department Contact

410-260-8768; claudia.donegan@maryland.gov

Maria T. Broadbent

410-260-2200, ext. 7788; mbroadbent@annapolis.gov

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

GRANTEE

Regina Watkins-Eldridge, City Clerk
Witness

Michael J. Pantelides, Mayor
City of Annapolis

Thomas Andrews, City Manager

Ashley Leonard 03/21/2017

Michael G. Leahy, City Attorney

Ashley Leonard, Acting City Attorney

Bruce Miller

Bruce Miller, Finance Director

STATE OF MARYLAND
DEPARTMENT OF NATURAL
RESOURCES

Witness

Matthew J. Fleming, Unit Director
Chesapeake & Coastal Service

THIS CHESAPEAKE AND ATLANTIC COASTAL BAYS 2010 TRUST FUND GRANT AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURE OR PERFORMANCE OF ANY WORK.

Marianne E. Dise
Assistant Attorney General
Office of the Attorney General
Department of Natural Resources

April 2011

Attachment A
SCOPE OF WORK

Project Title: Ambridge Community Pond Retrofit

Budget: State (Trust Fund): \$ 175,000.00
Leveraged Funds: \$ 30,000.00
Total: \$ 205,000.00

Funding Period: March 15, 2017 – May 31, 2018

Funding Recipient: City of Annapolis

1. Abstract

The Ambridge community pond project will enhance both the water quality of a 1980 style stormwater management pond and the natural wildlife habitat in an urban neighborhood in Annapolis. Additionally, the project will serve as a demonstration project to educate homeowner associations (HOAs) in the City of Annapolis as to their responsibilities for maintaining stormwater ponds in their neighborhoods and how to enhance their water quality through maintenance and upgrades.

2. Background

The Ambridge community lies within the Back Creek watershed in the City of Annapolis. Built in the 1980s, this stormwater pond, owned by the Ambridge HOA, located at the intersection of Langdon Court and Berwick Drive, is in a 10.91 acre neighborhood of 52 homes. A 48-inch concrete pipe discharging to the pond collects runoff from the Ambridge neighborhood, as well as portions of Janwall Street, Woods Drive, Summerfield Drive and Ellington Drive. When it discharges, the flows from this pond outfall upstream of Back Creek via 36-inch and 48-inch pipes.

Other than cutting vegetation around the perimeter of the pond and maintaining the perimeter fence, it does not appear that any maintenance has been performed on this pond by the HOA since it was built. The pond has become overrun with invasive vegetation in the summer, especially Japanese knotweed. After a site visit, it is visible that a significant amount of silt has collected in the bottom of the pond.

The total drainage area to be treated by this project is 55.6 acres. The total impervious area to be treated by this project is 19.2 acres. The annual nutrient removal is estimated to be TN: 33 lbs, TP: 4 lbs and TSS: 0.85 tons.

The pond is approximately 800 feet upstream of the nearest FEMA 100-year floodplain. The pond may have been designed as a dry pond but is found to hold water most of the year. It is part of what has become a part of a wildlife corridor in this part of Annapolis, connecting through to the stream beside the SPCA property and ultimately Back Creek.

This project offers an opportunity to upgrade an existing stormwater pond, improve the wildlife habitat found there and enhance the pond's ability to improve the water quality in Back Creek.

The Ambridge pond project is listed as number 7 in the City of Annapolis Watershed Improvement Plan. Staff ranked this project as even higher and selected it to go forward ahead of others because of its potential to be used as a demonstration project to educate homeowner's associations across the City of Annapolis. One of the most important components of this project is to educate homeowners associations about their responsibilities to maintain their stormwater management facilities, the role these facilities play in the overall protection of the watershed and about their options to improve the functioning of older ponds to today's water quality standards.

The upgrade of this pond is part of an overall plan to improve the water quality in Back Creek. Several projects are listed in the Annapolis Watershed Improvement plan for Back Creek watershed improvements. A 30% design for this project is included in the City of Annapolis' WIP. The Back Creek Conservancy has also listed this project as a priority in their watershed action plan.

3. Objectives, Responsibilities, and Deliverables

Under this project, the City of Annapolis will upgrade the existing 1980's style stormwater pond owned by the Ambridge Community Association to meet current stormwater management standards. The upgraded wet pond will be designed using MDE's Stormwater Design Manual with consideration being given to preserving its wildlife habitat. The pond will be excavated approximately 2 feet to provide a 4-foot deep pool, with some of the excavated materials used to create a forebay and to increase the elevation at the northwestern end of the pond. Raising the elevation at the northwestern end of the pond would reduce the likelihood of the retrofit flooding the yards of adjacent properties. The sediment forebay will be placed along the northwestern face of the pond starting at the existing stormwater drain inlet. This will reduce the sedimentation in the pond, and as it will be placed downstream of the existing drainage easement, sediment can be removed periodically. This will improve the water quality in the pond while meeting current MDE standards.

The total drainage area to be treated by this project is 55.6 acres. The total impervious area to be treated by this project is 19.2 acres.

It is important to the Ambridge Community that this pond remains a wildlife habitat and a water feature in their neighborhood.

The City of Annapolis will be claiming the nutrient reduction credits generated by this project.

The deliverables for each milestone of this project will be:

- 1.) Hire design build contractor with good education/outreach skills
- 2.) Conduct educational meetings with the Ambridge HOA and other community HOAs

- 3.) Complete design of the project
- 4.) Obtain permits
- 5.) Construct project
- 6.) Follow-up education with the Ambridge HOA and other community HOAs

4. Performance & Compliance Monitoring Strategy

As built plans will be provided. No water quality monitoring is planned for this BMP. Per the City of Annapolis' NPDES MS4 permit, this stormwater management facility will be inspected by the City of Annapolis every three years to ensure that it is operational.

5. Maintenance & Inspection Plan

Once the pond enhancement project is completed, it will be routinely inspected every three (3) years for condition and stability. It will be the responsibility of the construction contractor to monitor the stability of the project for the first year after the final construction inspection is passed. The contractor will be required to make any repairs under this one-year warranty period. The City of Annapolis will inspect the project as it is installed to insure that it is constructed according to plans. The City of Annapolis will then inspect this stormwater management facility every three years to ensure that it is operational. A landowner agreement will be in place before any permits are issued.

Educational meetings will be organized and a maintenance manual will be generated to assist in educating the Ambridge HOA. Other HOAs throughout the City will be included in the educational meetings. The maintenance manual will also be shared with other community HOAs throughout the City to assist them in maintaining their own BMPs. The maintenance manual and the HOA meetings will also address issues of how to deal with invasive vegetation in BMPs. The City will also organize a field outing to show the connection between the Ambridge pond, Back Creek and the Bay.

6. Project List

Project Title	Description	Location (lat/long) Decimal degrees	2012 Leg district	8-digit watershed	Status (Design/Planning, Permit, Construction)	Estimated Cost	*Est. Reductions	Deliverables (linear feet stream, acres wetland, treated impervious, etc.)
Ambridge Community Pond	Retrofit of the Ambridge Community stormwater pond from dry pond to wet pond to enhance water quality and wildlife habitat	38.955596, -76.494517	30A	02131002	The city has a 30% design for this project.	TF\$175,000 Leveraged \$30,000 Total \$205,000	33.23 lbs/yr N; 4.44 lbs/yr P; .85 tons/yr Sed/TSS	Total treated drainage: 55.6 acres; Total treated impervious area: 19.2 acres; Total water quality volume: ~73,700 cubic ft, 1.67 acre-feet

7. Timeline (include design, permitting, construction)

Project	2017												2018				
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5
Geotechnical Investigation			X														
Topographic Survey			X														
Conceptual SWM Plan				X													
Grading Design Review					X												
Grading Final Review						X											
Permitting								X	X								
Construction									X	X	X	X	X				
Public Meetings							X				X			X		X	X

Reporting/Documentation Requirements:

Quarterly reports will be required to assure projects are on task to meet milestone target dates. Recipients will be asked to briefly report on project status, budgets, and identification of problems or other concerns. Reports will be due to Claudia Donegan (claudia.donegan@maryland.gov; 410.260.8768) and/or an appointed designee in line with the following schedule:

Time Frame

March 15, 2017 – March 31, 2017
 April 1, 2017 – June 30, 2017
 July 1, 2017 – September 30, 2017
 October 1, 2017 – December 31, 2017
 January 1, 2018 – March 31, 2018
 April 1, 2018 – May 31, 2018

Due Date

April 15, 2017
 July 15, 2017
 October 15, 2017
 January 15, 2018
 April 15, 2018
 May 31, 2018 FINAL

Invoices with appropriate back-up documentation shall be submitted for the same time frames noted above unless prepaid expenses are approved.

Prepaid Expenses

Prepayment of expenses will be considered based on documentation of immediate need by the Grantee. All requests must be accompanied by a detailed list of proposed expenditures and shall include original correspondence from contractors to document requested prepayment. If provision of prepaid expenses is approved, receipts and back-up documentation must be submitted on a calendar-month basis. With exception of the final report and final invoice, calendar-month reports and prepayment back-up documentation is due by the 15th of the following month. (e.g. March 1, 2017-March 31, 2017 information is due April 15, 2017.) The Grantee will certify in the monthly report what work has been completed in relation to the approved scope of work. If contractor invoices do not include a term of work, the Grantee will certify the term of work. The Grantee will provide proof of payment to include date paid and check number (or voucher number).

Documentation and all proof of payment for the prepaid expenses must be submitted prior to submitting any further requests for prepayment or reimbursement. Failure to provide adequate back-up documentation for a prepayment will result in delays/reductions to future reimbursements.

A final report will be required at the end of the project period to provide a detailed summary of the outcomes/results, lessons learned, impact of the funding and next steps. This report should cover activities conducted over the entire project period and should be suitable for printing and sharing through media outlets (i.e. success story). Photo documentation is required.

The funding recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project beyond the end date stipulated in the grant. The final invoice with appropriate back-up documentation shall be submitted to the Chesapeake and Coastal Service no later than thirty days after the end date of the grant.

BUDGET
(March 15, 2017 through May 31, 2018)

After Grantee has been paid an amount equal to ninety percent (90%) of the funds initially allocated and approved for this grant, the Department of Natural Resources may withhold from payment an amount of not more than ten percent (10%) of the total grant amount, until satisfactory completion and submission by Grantee of all tasks described under this agreement.

Category	State	Documented Match	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel approx. @ \$0.56/mi.	\$0.00	\$0.00	\$0.00
Field Supplies	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$175,000.00 ¹	\$0.00	\$175,000.00
Other	\$0.00	\$0.00	\$0.00
Administration (1.5%)	\$0.00	\$0.00	\$0.00
Total	\$175,000.00	\$0.00	\$175,000.00

¹Contractual: (Estimate)

Construction and Planting of Retrofit: \$175,000.00

*Upon completion of bid, City of Annapolis will submit the selected contractor's cost estimate to the grant manager for the DNR file.

Leveraged Funds:

The GRANTEE will be providing \$30,000 in leveraged funds to the project. The leveraged funding will provide preliminary 30% designs for this project. These leveraged funds demonstrate local commitment to the project and will be a component of the Final Report; however, these funds will not be documented through invoices.

City of Annapolis procurement guidelines and procedures will be followed.

Signage, Publications, Videos and Acknowledgment of Grant Funding

In promotion of projects funded through the Chesapeake & Atlantic Coastal Bays Trust Fund (Trust Fund), grant recipients will acknowledge the Trust Fund on all signage, publications, videos, and other promotional materials. A State logo shall be present on materials created to promote projects funded through the Trust Fund. The appropriate logo can be obtained through the DNR Project Manager: Claudia Donegan (claudia.donegan@maryland.gov; 410.260.8768).

Sample language for signage and other promotional materials: "This project was funded completely or in part by the Maryland's Chesapeake & Atlantic Coastal Bays Trust Fund. For more information, visit <http://dnr.maryland.gov/trustfund>."

Guidelines for Proper Invoicing

Grantees shall submit, generally on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. **Time period on each invoice shall coincide with time period on backup documentation.** The format of the invoice shall mimic the format of the budget in this scope of work to the greatest extent possible. Each invoice shall include a summary sheet that breaks down expenditures by budget category. The summary sheet should include a salary and fringe breakdown to include grade/step, position, and number of hours worked multiplied by the appropriate hourly pay rate. Also, include all necessary backup documentation that will serve as verification for all expenditures listed on the summary sheet. The grant tracking number will be noted on all invoices. Examples of acceptable documentation for expenditures are listed below.

Appeals for advancement of funds, for the purpose of mobilizing implementation of the project components, will be considered on a project by project basis when need is determined by the Department. All requests must be accompanied by a detailed list of proposed expenditures as well as documented need by contractor to have funding "upfront". If provision of upfront funds is approved, receipts for all purchases are required within 60 days of purchase. Failure to provide adequate back-up documentation for funding advancement will result in delays/reductions to future reimbursement requests. Examples of acceptable back-up documentation include but are not limited to the following:

Category

Backup Documentation Needed

Salaries	Copies of signed time sheets with project hours noted with proof of payment .
Communication (telephone bills, postage)	Copies of phone bills. Documentation for postage should include copies of receipts.
Travel	Copies of validated bills, invoices and receipts that are related to your travel must be provided along with proof of payment.
Supplies/Equipment	<p>Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or FS18 signed by a Fiscal Officer.</p> <p>For corporate card purchases, each cardholder shall provide the standard DNR "Activity Log," bank memo statement and receipts for recording each transaction (purchase and/or credit) made with each corporate purchasing card which must include the following: <i>transaction date, merchant name, description of item purchased (including quantity), account (PCA code) to be charged if different from that assigned to the card, and amount of purchase.</i></p>
Contractual Services	Copies of bills or invoices <u>with</u> receipts or FS18 signed by a Fiscal Officer. Also, copies of cleared checks or copies of check numbers and/or credit card transactions.
Administration	No backup documentation is required for administrative expenses, but should be calculated at 1.5% of direct costs per invoice period.
Match	Match, if applicable, shall be labeled as match and shall be documented in the same format as direct charges. Match shall be paid out at the same general rate as the Grant share. Match information shall be provided with each invoice submission for direct charges.

Modifications to the Scope of Work

The budget, scope of work, or schedule can be modified using the following guidelines and conditions:

1. Project managers may shift up to ten percent (10%) of their total project funds from one existing line-item (e.g. supplies, travel, etc.) to another, as long as it doesn't substantively modify the project's goals, objective, milestones or deliverables.
2. Prior approval from the DNR Agreement Representative is required to:
 - (a) Modify the project budget by more than ten percent (10%); OR
 - (b) Add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
 - (c) Provide a no-cost extension; OR
 - (d) Change the project's goals, objectives, milestones or deliverables.