# GA-28-16

	BRIEFING DOCUMI	ENT				rev. 2/13/13	
From: Name:	Sally Nash	Dept:	Planning	and Zoning	Phone: 4	10.263.7961	
This is a re	•	/or sign a grai	nt agreem	ent/award			
Grant title	Annapolis V	Vorking V	Vaterfi	onts: G	etting the	e Word Out	
Grantor:	NOAA/DNR				_ Amount: \$	33,112.00	
At	estation:						
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SI-82-A0

### **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			

#### **Project Description**

In 1987, the Mayor and City Council established four maritime zoning districts in the City of Annapolis. This zoning has helped protect the maritime industry and insulate it from development pressures. While generally successful, maritime industry has still faced a series of unique financial and logistical challenges.

In Maryland, working waterfronts include waterfront infrastructure and other water-dependent activity. These waterfront industries have struggled to compete for resources especially during the recession of 2007-2010. During this time, the decline in boat retail expenditures nation-wide bottomed out in 2010 at \$30.4 billion, down by 22.9 percent from 2006 (2013 *City of Annapolis Maritime Industry Economic Survey*, p. 4). Businesses have struggled especially with new ways to promote themselves and how to consolidate information resources.

The economic impact of the maritime districts in Annapolis has been studied throughout the years --initially in 1986 in two studies that crafted the refined maritime zoning districts. Other studies have termed Annapolis a "maritime shopping center" with a critical mass for one-stop shopping for goods and services.

The goals of this program are to provide assistance with networking and marketing, help organize and coordinate promotion of the industry as a whole, and to provide better customer service from a City standpoint to this important industry. Outcomes will be measured through two surveys --one as the first task of the consultant and a second at the Maritime Economic Summit. The outcomes would be

The timeframe for the project is expected to be approximately 11 months from funding to completion. The timing of the economic summit is important because it cannot be held during the high point of the season. The project will begin in February 2016.

<sup>1</sup> Examples: cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency. <sup>2</sup> Examples: FY\_ Operating Budget, a memorandum of understanding, City Council resolution/ordinance.

### **GRANT BUDGET FORM**

1/15/2016

Grant Title	Annapolis Worki	ng Waterfronts:	Getting the Word (	Out		
Grant Award (\$)	33,112.00		Originating Dep	partment(s):	Planning and Zoni	ng
			Dept Contact (	Name/Phone)	: Sally Nash/ext. 77	92
Expenditure Account	Federal	<u>F</u> State	Revenue Source Local (Matching)	Other	Total per Expend. Type	Comments
Salaries					0.00	
Benefits					0.00	
Overtime					0.00	
Supplies		7,500.00			7,500.00	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil					0.00	
Training & Education		112.00			112.00	
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services		25,500.00			25,500.00	
Capital Outlay					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)				•	0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
Total	0.00	33,112.00	0.00	0.0	33,112.00	
			XPENDITURES*:	33,′	112.00	
	be different from Grant	Award \$ if there is a	match requirement.			
X Match is not required.						
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Bepartment Director Si	gnature/Date		٧.	Department		
Match is required. Mat	ch will be met in the	e form of (1)				
I attest that this asset has						
	,, ~,		A CONTRACTOR OF THE PROPERTY O		~	
Department Director Signature	gnature/Date	-		Department		
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COMMENTS:						
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<sup>(1)</sup> Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

<sup>(2)</sup> Examples: FY \_\_ operating budget, a memorandum of understanding, City Council resolution/ordinance.

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Larry Hogan, Governor Boyd Rutherford, Lt. Governor Mark Belton, Secretary Joanne Throwe, Deputy Secretary

February 1, 2016

**MEMORANDUM** 

TO:

Sally Nash, Chief of Comprehensive Planning

City of Annapolis

FROM:

Laura Younger, DNR

Chesapeake and Coastal Service

SUBJ:

CZM Contract: CCI - Annapolis Working Waterfronts: Getting the Word Out

Contract Package for Signature

The Chesapeake and Coastal Service submitted a request to the National Oceanic and Atmospheric Administration (NOAA) to fund this project. In anticipation of that approval, please find enclosed three (3) copies of the MOU and scope of work for this project. Please have all copies signed, witnessed, and dated and return them to me with signature flags intact. The name of the person witnessing the signature must be printed beneath the applicable signature line. Furthermore, the date of the "Contractor" signature must be noted on the applicable signature line. Please note that we have moved the start date back to February 15, 2016 due to NOAA delays.

A completely executed copy of the MOU will be returned to your office once NOAA approval has been received and once all signatures have been obtained. Also, for your information, the Catalog of Federal Domestic Assistance (CFDA) number for the funding that supports this project is 11.419.

Thank you very much for your assistance. I look forward to finalizing this MOU and sending you an executed copy. If you have any questions, please feel free to call me at (410) 260 - 8742 (E-mail: laura.younger@maryland.gov).

Enclosures

### DEPARTMENT OF NATURAL RESOURCES MEMORANDUM OF UNDERSTANDING REV. 12/2011

[For Contracts Exempt From Procurement]

	DUM OF UNDERSTANDING is entered into this, by and between the	_day of
	STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES	
	Chesapeake and Coastal Service	
	Tawes State Office Building, E -2	
	Annapolis, MD 21401	
	hereinafter ("Department"),	
	and	
	City of Annapolis	
	City Hall	
	160 Duke of Gloucester Street	
	Annapolis, MD 21401	
	Federal ID # 52-6000764	
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hereinafter ("Contractor").

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

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

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

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

### ARTICLE I - SCOPE OF WORK

The Contractor shall: <u>develop a Working Waterfront Awareness Program to assist maritime businesses with networking and marketing.</u>

This work is more particularly described in the attached Scope of Work identified as Exhibit A.

# **ARTICLE II - COMPENSATION AND METHOD OF PAYMENT**

Three Thousand One Hundred Twelve dollars (\$33,112.00). The Contractor shall submit billings for all costs expended in the performance of this Memorandum in accordance with a payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, billing shall be monthly. If the Scope of Work contains a schedule for completion of various components of the work, each monthly billing shall identify the progress made in relation to the schedule and the payment being requested. The Contractor shall follow cost accounting practices acceptable to the Department. Billings shall be due and payable within thirty (30) days of receipt by the Department.

# ARTICLE III - TERM

The term of this Memorandum shall be from <u>February 15, 2016</u> through <u>February 28, 2017</u>. No work may be initiated under this Memorandum until it has been fully executed by all parties and the Contractor has been instructed to proceed by the Department.

# **ARTICLE IV - GENERAL CONDITIONS**

The <u>Department of Natural Resources</u>, <u>General Conditions</u>, <u>Memoranda of Understanding (Rev. 05/2012)</u>, are attached and made a part of this Memorandum.

ATTEST:	CITY OF ANNAPOLIS
Regina C. Watkins-Eldridge, MMC, City Clerk	By: Michael J. Pantelides, Mayor (Seal)
APPROVED FOR FINANCIAL SUFFICIENCY:	REVIEWED AND APPROVED BY:
Bruce T. Miller, Director Finance Department	Thomas C. Andrews, City Manager
APPROVED FOR FORM AND LEGAL SUFFICIE  College Jenar 1 02/03/2016  OFFICE OF THE CITY ATTORNEY	ENCY:

## ARTICLE VII - MERGER

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

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

WITNESS	CONTRACTOR
Print Name:	By SEE ATTACHED PAGE  Michael Pantelides  Mayor  City of Annapolis  Date:
WITNESS	STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCE
	By
Print Name:	Matthew J. Fleming
	Director, Chesapeake and Coastal Service Date:
	By
Print Name:	
	Date:
	Approved as to form and legal sufficiency
	this day of, 20
	Assistant Attorney General

### ARTICLE V - CONTRACT REPRESENTATIVES

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

Department

Laura Younger (and/or her designee)

Chesapeake and Coastal Service

<u>Tawes State Office Building, E-2</u>

Annapolis, MD 21401

Phone: (410) 260-8742

Email: <u>laura.younger@maryland.gov</u>

Contractor:

Michael Pantelides, Mayor

City of Annapolis

City Hall

Annapolis, MD 21401

Phone: (410) 263-7997

Email: mayor@annapolis.gov

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

### **ARTICLE VI - KEY PERSONNEL**

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

Sally Nash, Ph.D., AICP Chief of Comprehensive Planning

Phone: (410) 263-7961 E-mail: SNash@annapolis.gov

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

#### Exhibit A

### Scope of Work

Task Title:

Annapolis Working Waterfronts: Getting the Word Out

Funding:

Federal:

\$ 33,112

Non-Federal: \$

Total:

\$ 33,112

Project Term:

February 15, 2016 – February 28, 2017

Funding Recipient:

City of Annapolis

Background: The economic impact of the maritime districts in Annapolis has been studied since 1986 when the maritime zoning districts were crafted. This zoning has helped protect the maritime industry and insulate it from development pressures. While generally successful, maritime industry has still faced a series of unique financial and logistical challenges. Over the years, the City has worked to identify needs and recommendations to support the maritime industry. In 2008, a City of Annapolis Maritime Industry Economic Survey recognized the need to develop a maritime business retention program, a Maritime Business Appreciation Week, and a website to provide information on services and/or products provided in the maritime industry. Additionally, the 2009 Annapolis Comprehensive Plan highlighted the importance of the maritime industry to Annapolis' character, identity, and economy. It recommended that the City evaluate and implement programs and policies with the objective of maintaining a supportive business climate. The 2013 City of Annapolis Maritime Industry Economic Survey identified networking and marketing as key maritime industry needs. Finally, in 2014, the newly-elected Mayor of Annapolis and the City Council adopted recommendations of the Citizen Advisory Transition Team for maritime development, which included promoting assistance to and supporting maritime businesses, convening a maritime economic summit, and prioritizing customer service to maritime businesses.

To act on these working waterfront needs and recommendations, the City of Annapolis will develop a new Working Waterfront Awareness Program (WWAP) to assist maritime businesses with networking and marketing. Many of these maritime businesses were identified through the 2013 Economic Survey:

Annapolis Maritime Industry Composition by Business Type				
Ship Repair	2.3%			
Boat Building	2.3%			
Pleasure Boats Merchandising Wholesale	5.7%			
Boat Rentals	5.7%			
Excursion Sightseeing Boats, Water Taxi	15.9%			
Marinas	20.5%			
Boat Dealers	20.5%			
Pleasure Boat Repair	27.3%			

To develop the WWAP, the City of Annapolis will work with local partners such as the Department of Natural Resources, the Marine Trades Association of Maryland, and the Annapolis & Anne Arundel County Conference & Visitors Bureau, and hire a marketing and public relations firm to assist with task outcomes.

The consultant will survey Annapolis' working waterfront property owners' general business needs; interview and review individual working waterfront property owners' business and/or marketing plans; identify new and creative marketing options; and conduct a literature review of several successful peer maritime communities' marketing efforts. The consultant will also help guide the development of the City's digital resources, specifically through development of a webpage that will serve as an information toolkit and resource. The City of Annapolis will then work with the consultant to host a Maritime Economic Summit that will bring together representatives from state and local government along with working maritime communities to convey policies and procedures that have been successful in developing and promoting maritime businesses in Annapolis and other communities. The summit will enhance and reinforce the WWAP's networking and marketing efforts.

The goal of this project is to draw on recommendations from previous studies and best practices from other jurisdictions to identify and consider innovative ways to help the working waterfront. The WWAP will provide assistance with networking and marketing, help organize and coordinate promotion of the maritime industry as a whole, and provide better customer service from a City standpoint to this important industry. Outcomes will be measured through two surveys—one as the first task of the consultant and a second at the Maritime Economic Summit. The WWAP will be supported post-Summit by City staff through webpage management. The City will also explore the opportunity to hold an annual Economic Summit conditional on available City funding.

# Task Outcomes

# 1. RFP and Contract for Marketing and Website Development Firm

City staff will draft and release a RFP to select a marketing firm that will assist with website development, outreach to individual maritime business owners, and planning the Economic Summit.

Deliverables: RFP and Contract Outcome End Date: May 2016

# 2. Marketing Outreach to Individual Maritime Business Owners

The consultant will work with individual maritime business owners to help determine their primary business, marketing and networking needs in an effort to determine what is working and what is not, as well as identify new and creative marketing options. The consultant will

also conduct a secondary-resource (literature) review of several peer maritime communities' marketing efforts.

Deliverables: Report on the outcomes of individual meetings and the peer review

Outcome End Date: September 2016

### 3. Marketing Survey

The consultant will assist in developing and delivering a survey that will help determine the most needed marketing information and the best way to assemble and distribute that information. Survey results will be compared to a follow-up evaluation survey at the Summit to help determine the impact of the project's outreach efforts.

Deliverables: Report on the initial and final survey results

Outcome End Date: November 2016

### 4. Development of City's Digital Resources

The consultant will assist in developing a new webpage for City Staff and maritime business owners alike. It will include important information on regulations affecting working waterfronts and serve as a toolkit for maritime industries. Resources and support tools will include maritime-property development information and marketing-related content. Information on specific regulations and a flow chart for the development review process will help facilitate renovation and redevelopment of existing properties.

Deliverables: WWAP website

Outcome End Date: November 2016

### 5. Maritime Economic Summit

The consultant and City Staff will host a one-day economic summit for maritime business owners in Annapolis and other working waterfront communities. Programming will include information gathered the previous six months about how to improve networking and marketing opportunities. There will also be presentations on maritime-industry regulatory issues such as zoning, the Chesapeake Bay Critical Area, and stormwater management requirements. Proceedings from the Summit will be available on the newly developed webpage.

Deliverables: Maritime Economic Summit

Outcome End Date: February 2017

# Reporting/Documentation Requirements and Award Conditions:

1. The Chesapeake and Coastal Service (CCS) has a web-based interface, *CCS Grants Online*. The Contractor will submit reports and deliverables using *CCS Grants Online http://mesgis.com/GrantsOnline*. The CCS contact for this project is Kelly Collins-Choi (kelly.collins@maryland.gov). Please contact this person with any questions or issues as they arise.

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, any changes in expected deliverable dates, any budget changes, or changes in staffing. Include sample products as appropriate.

Time Frame February 15, 2016 – March 31, 2016 April 1, 2016 – June 30, 2016 April 1, 2016 – September 30, 2016* October 1, 2016 – December 31, 2016 October 1, 2016 – February 28, 2017*	<u>Due Date</u> March 31, 2016 June 30, 2016 September 30, 2016 December 31, 2016 February 28, 2017
October 1, 2016 – February 28, 2017*	February 28, 2017

Invoices shall be submitted for periods ending 12/31, 3/31, 6/30 and 9/30. If non-Federal match is required; it is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be approved based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case, the recipient must meet its cost share commitment over the life of the contract. Non-Federal match documentation and back-up information shall be provided with each invoice.

- \*These reports shall "build" on information provided during the previous report terms. Please ensure that these reports capture information for the time frame indicated.
- 1. The Contractor will submit electronic copies of the <u>final work product(s)</u> and <u>/or Performance Measurement and Success Stories</u> via *CCS Grants Online*.

Performance Measurement and Success Stories. CCS is required to report performance metrics and provide Success Stories annually to its federal funding partner, NOAA. Funded projects that contribute to CCS' efforts to meet these annual performance goals may be asked to provide metrics and/or Success Stories. Typically, the projects that will contribute data and/or Success Stories are identified early in the project timeline allowing CCS staff and the Contractor to agree upon a suitable recordkeeping and documentation plan.

2. 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 MOU. 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 MOU.

- 3. Project (Federal and non-Federal match) funds must be used for activities undertaken within Maryland's coastal zone.
- 4. For each kind of organization there are Federal principles for administrative and audit requirements and for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs.

accordance with the cost principles	applicable to the organization incurring the cost
IF THIS TYPE OF ORGANIZATION	THEN THESE REQUIREMENTS APPLY
RECEIVES FUNDS THROUGH THIS	
AGREEMENT	
Educational Institution	2 CFR 220 (OMB Circular A-21), Cost
	Principles for Educational Institutions
	2 CFR 215, Uniform Administrative
	Requirements for Grants and Cooperative
	Agreements with Institutions of Higher
	Education, Hospitals, and Other Non-Profit
	Organizations
	Organizations
	OMB Circular A-133, Audits of States, Local
	Governments, and Non-Profit Organizations
Non-Profit Organization	2 CFR 230 (OMB Circular A-122), Cost
Tron Tront Organization	Principles for Non-Profit Organizations
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	2 CFR 215, Uniform Administrative
	Requirements for Grants and Cooperative
	Agreements with Institutions of Higher
	Education, Hospitals, and Other Non-Profit
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	Organizations
	OMB Circular A-133, Audits of States, Local
	Governments, and Non-Profit Organizations
Profit making/Commercial Organization	Federal Acquisition Regulation (FAR) 31.2,
	1
	Contracts with Commercial Organizations
	2 CED 215 Uniform Administrative
	2 CFR 215, Uniform Administrative
	Requirements for Grants and Cooperative
	Agreements with Institutions of Higher
	Education, Hospitals, and Other Non-Profit
	Organizations (if included in agency
	implementation)

	The most common audit requirement for
	profit making recipients is to have an audit
	that meets A-133 requirements or a financial
	related audit under the Government Auditing
	Standards.
State, Local, or Indian Tribal	2 CFR 225 (OMB A-87), Cost Principles for
Government	State, Local and Indian Tribal Governments*
	OBM Circular A-102, Uniform
	Administrative Requirements for Grants and
	Cooperative Agreements to State and Local
	Governments
	OMB Circular A-133, Audits of States, Local
	Governments, and Non-Profit Organizations
*No funda was d for the	, and a source of Samzations

<sup>\*</sup>No funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided in OMB Circular A-87 and other relevant law and regulation.

The recipient and any subrecipients must comply with and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) Circulars (<a href="http://www.whitehouse.gov/omb/circulars/">http://www.whitehouse.gov/omb/circulars/</a>), terms and conditions and approved applications.

- 6. The Recipient is prohibited from expending award funds (federal and/or non-federal) or the recipient's provision of in-kind goods or services, for the purposes of providing transportation, travel, or any other expenses for any Federal employee unless specifically authorized in the award document.
- 7. <u>Subaward and/or Contract to a Federal Agency</u>: The recipient, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of Department of Commerce and/or other Federal department, agency or instrumentality, without prior written approval of the DNR Grant Manager who must obtain written approval from the Federal Grants Officer.
- 8. The Contractor shall comply and shall require that all subcontractors comply with all applicable US Department of Commerce Conditions that are expressly incorporated and made part of this Contract herein. US Department of Commerce Standard Terms and Conditions are attached (Exhibit C).
- 9. <u>Publications, Videos and Acknowledgment of Sponsorship</u>: Publication of the results or findings of a research project in appropriate professional journals and production of video or other media is encouraged as an important method of recording and reporting scientific information. It is also a constructive means to expand access to federally funded research. The recipient is required to submit a copy to the funding agency and when releasing information related to a funded project include a statement that the project or

effort undertaken was or is sponsored by Department of Commerce.

The recipient is also responsible for assuring that every publication of material (including internet sites and videos) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "This [report/video] was prepared by [recipient name] under award number NA14NOS4190125 from the Office of Ocean and Coastal Resource

Management (OCRM), National Oceanic and Atmospheric Administration (NOAA), through the Maryland Department of Natural Resources Chesapeake and Coastal Service. The statements, findings, conclusions and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA or the U.S. Department of Commerce." This also applies to videos produced under Department of Commerce financial assistance awards.

The cover of the title page of all reports, studies or other documents supported in whole or in part by this award or any subawards shall include the NOAA logo and shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration.

10. Recipients shall <u>immediately</u> notify the Chesapeake and Coastal Service of developments that have a significant impact on the grant-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet project objectives. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

### 11. Geospatial Data Collection Special Award Condition

For awards that provide funds for collection or production of geospatial data (e.g., information for GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), the Contractor will provide relevant information (e.g., expected dates of data collection, type of collection, flight lines, etc.) to the Chesapeake and Coastal Program as early as practicable <a href="Methodology.com/before-data-collection-commences">before data-collection-commences</a>. The <a href="Chesapeake and Coastal Service must provide the information to NOAA's Coastal Programs Division before data collection commences.">Division before data collection commences</a>.

This information will be shared with NOAA office(s) having an interest in these—types of data and the appropriate NOAA staff will work with the recipient to ensure the data and the planned acquisition activities are registered in Geospatial One-Stop (geodata.gov) and comply with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at:

http://www.whitehouse.gov/omb/circulars/a016/a016\_rev.html

The Contractor shall document all new geospatial data it collects or produces using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and

make the standardized documentation electronically accessible to NOAA, if requested. These standards can be found at <a href="http://www.dgdc.gov/metadata/csdgm/">http://www.dgdc.gov/metadata/csdgm/</a>.

### GIS/Data Guidelines

- A. Data, Databases and Software: The rights to any work produced or purchased under a Department of Commerce Federal financial assistance award are determined by 15 CFR §24.34 and 15 CFR §14.36. Such works may include data, databases, other products or software. The recipient owns any work produced or purchased under a Department of Commerce Federal financial assistance award subject to Department of Commerce's right to obtain, reproduce, publish or otherwise use the work to authorize others to receive, reproduce, publish or otherwise use the data for Government purposes.
- B. For any Chesapeake and Coastal Service award that is providing federal funds for collection or production of geospatial data (e.g., GIS data layer), the Contractor will comply to the maximum extent practicable with Executive Order 12906, "Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure" Federal Register, Vol. 59, Number 71, pp. 17671-17674, the funding recipient shall document all new geospatial data it collects or produces using the standard developed by the Federal Geographic Data Committee (FGDC), and make that standardized documentation electronically accessible to NOAA's Office of Ocean and Coastal Resource Management. The standard can be found at <a href="http://www.fgdc.gov/Standards/Standards.html">http://www.fgdc.gov/Standards/Standards.html</a>.
- C. Any electronic data to be transferred to Chesapeake and Coastal Service in conjunction with a GIS shall be transferred in ESRI ArcGIS or TNTmips compatible format, or other mutually acceptable format. Non-spatial text or database data to be transferred to Watershed Services shall be delivered in Microsoft Word, Microsoft Excel, dBase (.dbf), comma-separated values (.csv) or ASCII compatible formats. Acceptable media for delivery includes CD, DVD and USB external hard drive. All delivery requirements shall be coordinated directly through the CCS project manager, with media specifications as determined on a case-by-case basis by the project manager, in coordination with the technical staff of CCS and technical staff of the Contractor.
- D. All deliverables will be submitted directly to the CCS project manager. 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 work products must be submitted in electronic format.

### **Budget:**

After the Contractor has been paid an amount equal to seventy five percent (75%) of the funds initially allocated and approved for this contract, the Department of Natural Resources may withhold from payment an amount of not more than twenty five percent (25%) of the total contract price, until satisfactory completion of all tasks and submission of all work products by the Contractor as described under this MOU.

If satisfactory progress has not been demonstrated by the Contractor to the CCS project manager at the quarterly or semiannual points of the project, CCS reserves the right to unilaterally reduce the budget, suspend work and/or cancel the contract as referenced in DNR Terms and Conditions.

City of Annapolis

February 15, 2016 – February 28, 2017

Category	Federal	Non-Federal	Total
Personnel	\$ 0	\$ 0	\$ 0
Fringe	0	0	0
Equipment	. 0	0	0
Travel	112.00 <sup>1</sup>	0	112.00
Supplies	500.00 <sup>2</sup>	0	500.00
Contractual	$32,294.00^3$	0	32,294.00
Construction	0	0	0
Other	206.004	0	206.00
Total	\$ 33,112.00	\$ 0	\$ 33,112.00

Travel: mileage to be reimbursed at a rate of 0.56/mile. Total in-state travel estimated at 200 mi. at 112 total for mileage (200 X 0.56 = 112)

### Guidelines for Proper Invoicing

Contractors shall submit, generally on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. 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 federal and non-federal expenditures by budget category. The

<sup>&</sup>lt;sup>2</sup> General Office Supplies for meetings and the summit (\$ 500)

<sup>&</sup>lt;sup>3</sup> Contractual: A RFP will be prepared to seek the services of a marketing and public relations firm whose tasks will be to (1) Conduct a literature review and then administer two surveys of maritime business owners to help determine their needs generally and the effectiveness of the Working Waterfront Awareness Program (2) Do outreach to maritime business owners to help them review their marketing strategy and online presence (3) Help the City staff develop a new webpage that will serve as an information toolkit for maritime business owners (4) Organize an Economic Summit that will bring together City staff and maritime business owners. (\$25,500); Conference space, rentals, facilitator for Economic Summit (\$6,000); Printing (\$794): 397 copies @ \$2 cost = \$794 .City procurement guidelines will be followed. \$25,500 + \$794 = \$26,294

Other: \$ 206 for postage. Postage includes initial and follow-up outreach via mail to 275 local maritime businesses. (275 X .75 each = \$ 206)

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 contract number will be noted on all invoices. Examples of acceptable documentation for federal and non-federal expenditures are listed below.

# **Guidelines for Proper Invoicing**

Contractors shall submit on a quarterly basis, all invoices and match (if applicable) to the Chesapeake and Coastal Service. 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 federal and non-federal 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 contract number will be noted on all invoices. Examples of acceptable documentation for federal and non-federal expenditures are listed below.

<b>Category</b>
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### 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 approved expense reports and signed FS18 are adequate. Also, all copies of validated bills, invoices and receipts that are related to your travel must be provided.

Supplies/Equipment

Copies of canceled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or FS18 signed by a Fiscal Officer.

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:

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.

Contractual Services Copies of bills or invoices with receipts or FS18 signed by

a Fiscal Officer. Also, copies of canceled checks or copies

of check numbers.

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 Federal share. Match information shall be provided with each invoice submission for direct charges.

Note: Time period on invoice shall coincide with time period on backup documentation.

### Rules for Modifying a Grant-Funded, Federally-Approved Budget

To modify a federally-approved budget, scope of work, or schedule, please follow these guidelines.

- 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 Contract Coordinator is necessary if
- (a) you need to modify your budget by more than ten percent (10%); OR
- (b) you need to add a new line-item to the existing budget (e.g., add equipment or subcontractor to the budget); OR
- (c) you need a no-cost extension; OR
- (d) the modification will result in substantive changes to the project's goals, objectives, milestones or deliverables.

The modifications described in number 2 above may also require prior approval by the Federal funding agency. If it is necessary to seek federal approval, please be aware that it can take up to three months to obtain final federal approval. Therefore, as a general guideline, requests for modifications should be submitted sixty (60) days prior to the desired effective date.