



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 Lisa Craig Phone 410 263 7961

Department Planning and Zoning

This grant is New Annual/Repeating

This is a request to:

- Review, approve, and/or sign a grant agreement/award
- Other _____

Grant title Certified Local Government: Keeping History Above Water

Grantor Maryland Historical Trust Amount \$ 15000

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. _____

Director's signature *C. P. ...* Date 8/1/17

Department Planning + Zoning

Routing

	Initials	Date In	Date Out	Comments
<input checked="" type="checkbox"/> Originating Dept Director	<i>@</i>	8/1/17	8/1/17	
<input checked="" type="checkbox"/> Grants Coordinator	<i>NP</i>	8/1/17	8/1/17	
<input checked="" type="checkbox"/> Finance Director	<i>DK</i>	8/2/17	8/2/17	blue tab TO LAW 8/2/17
<input checked="" type="checkbox"/> City Attorney	<i>CAT</i>	8/3/17	8/3/17	
<input checked="" type="checkbox"/> City Manager	<i>DS</i>	8/3/17	8/3/17	blue tab
<input checked="" type="checkbox"/> Mayor	<i>MTP</i>	8/3/17		yellow tab
<input checked="" type="checkbox"/> City Clerk	<i>...</i>	8/4/17	8/4/17	
<input checked="" type="checkbox"/> Finance Committee				
<input checked="" type="checkbox"/> Finance Dept				
<input checked="" type="checkbox"/> Return to Originating Department				

Grant period July 2017-July 2018 Amount of request or award 15000
 Due dates December 15th accounting due

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

Keeping History Above Water: Annapolis is a national gathering hosted by the City of Annapolis slated for Oct. 29 -- November 1, 2017. Originally convened by the Newport Restoration Foundation in April 2016, Keeping History Above Water was one of the first national conversations to focus on the increasing and varied risks posed by sea level rise to historic coastal communities and their built environments. It was not a conference about climate change, but about what preservationists, engineers, city planners, legislators, developers, insurers, historic homeowners and other decision makers need to know about the impacts of climate change and sea level rise in particular.

Keeping History Above Water engages specialists from across the United States and abroad to share experiences, examine risks, and debated solutions with an emphasis on case studies and real world applications. Keeping History Above Water approaches sea level rise from a multi-disciplinary perspective in order to develop practical approaches to mitigation, protective adaptation, and general resilience. Leaders in the fields of historic preservation, business, culture, tourism, economics, urban planning, environment, sustainability, design and engineering participate in symposia, workshops, roundtables and tours that focus on practical solutions while connecting with others who have weathered similar concerns.

Given Annapolis' leadership on sea level rise planning with its Mayoral-sponsored Weather It Together initiative, the City of Annapolis was selected by the Newport Restoration Foundation -- a lead sponsor of Keeping History Above Water -- to be the next forum host city, continuing the documentation and distribution of best practices, promoting dialogue and engaging new audiences. Annapolis will host over 240 conference attendees on October 29 -- November 1, 2017 for this international conference, building on the exploration begun in Newport, but diving deeper into rising water topics, planning efforts and adaptation & mitigation strategies underway in coastal communities in the Chesapeake Bay Region and beyond.

Expense Item (Description) Grant Funds Requested

CLG Registrations	\$4,725.00
Facilities Fee	\$8,100.00
Honoraria	\$2,175.00

TOTALS	\$15,000.00
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Grant Title MHT Certified Local Government: Keeping History Above Water

Grant Award (\$) 15,000.00

Originating Department(s): Planning & Zoning

* *New grant - Needs Council Approval*

Dept Contact (Name/Phone): L Craig 410 263 7961

Expenditure Account	Grant Award	* Budgeted Grant Appropriation	Variance	Total per Expend. Type	Comments
Salaries					
Benefits					
Overtime					
Supplies					
Telephone					
Electricity					
Fuel and Oil					
Training & Education	4,725.00		4,725.00	4,725.00	CLG Registrations
R & M - Equipment					
Special Programs					
Contract Services					
Capital Outlay					
other (fill-in)	8,100.00		8,100.00	8,100.00	Facilities Fee
other (fill-in)	2,175.00		2,175.00	2,175.00	Honoraria
other (fill-in)					
other (fill-in)					
other (fill-in)					
other (fill-in)					
Sub- Total	15,000.00	-	15,000.00	15,000.00	
LOCAL MATCH					
Total	15,000.00	0.00	15,000.00	15,000.00	
TOTAL EXPENDITURES*:				15,000.00	

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

Match is not required.

[Signature]
Department Director Signature/Date

Planning & Zoning
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:



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Wendi W. Peters, Secretary
Ewing McDowell, Deputy Secretary

July 21, 2017

Ms. Lisa Craig
City of Annapolis
145 Gorman Street, 3rd Floor
Annapolis, MD 21401

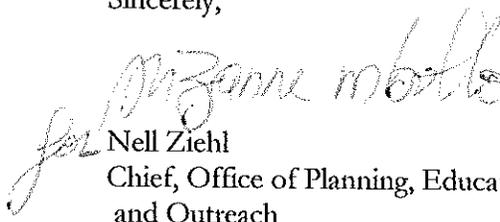
RE: FFY 2017 Certified Local Government Subgrant Contract
"Keeping History Above Water: Annapolis"

Dear Ms. Kinser:

Enclosed for your review is the Grant Agreement between the City of Annapolis and the Maryland Historical Trust, detailing the terms and conditions under which federal Historic Preservation Fund monies will be made available for the ~~City's federal FY 2017 CLG~~ grant agreement for the *"Keeping History Above Water: Annapolis"* project. If you or your legal counsel have any problems with the agreement or need clarification of the agreement language, please contact me by phone at 410-697-9592 or by e-mail at nell.ziehl@maryland.gov so that any necessary changes to this document can be made.

Please note that one complete original agreement and two (2) extra set of original signature pages are enclosed for your authorized official to sign and have witnessed. Extra copies of Exhibit B must also be completed, signed and dated. If the agreement meets with the City's approval, **please have it signed, dated, and witnessed where appropriate and return the original, with all signature pages and attachments to me as soon as possible.** Upon signature by our attorney and the State Historic Preservation Officer, a copy of the fully executed Grant Agreement will be returned to you.

Sincerely,



Nell Ziehl
Chief, Office of Planning, Education
and Outreach

Enclosures

cc: Suzanne Mbollo, MHT

CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

This grant agreement (the “**Agreement**”) is entered into as of the Effective Date (as defined in Section 1.b below), by and between **City of Annapolis**, (the “**Grantee**”) and the STATE OF MARYLAND (the “**State**”) acting by and through the MARYLAND HISTORICAL TRUST (“**MHT**”) an instrumentality of State government containing the Maryland State Historic Preservation Office (the “**SHPO**”).

RECITALS

- A. The Certified Local Government (CLG) Program (the “**Program**”) established pursuant to The National Historic Preservation Act of 1966, as amended, and set forth at 36 CFR Part 61 (the “**Federal Regulations**”), enables the National Park Service of the United States Department of the Interior (“**NPS**”) to allocate funds (the “**CLG Funds**”) to SHPOs to make sub-grants to designated CLG jurisdictions or other appropriate entities to carry out eligible historic preservation activities;
- B. Pursuant to State Finance & Procurement Article §5A-318, Maryland Code Annotated (the “**Act**”), MHT is authorized to accept and disperse the federal CLG Funds for the purposes of the Program;
- C. Pursuant to a grant application dated 2/28/2017, the Grantee has applied to MHT for a CLG Funds for the project described herein (the “**Grant Application**”); and
- D. In reliance upon the information contained in the Grant Application, MHT has determined that the project is consistent with the provisions of the Program and the Federal Regulations, and has approved an award of CLG Funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHT and Grantee agree as follows:

1. Grant Purpose; Project Terms; Administrators.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with CLG Funds in an amount not to exceed \$15,000.00 (the “**Grant**”). The Grantee shall use the Grant to carry out the historic preservation services or activities (the “**Project**”), as further described in the item labeled “**Scope of Work**,” attached hereto and incorporated herein as Exhibit A (the “**Project Scope of Work and Requirements**”). Grantee shall use the Grant only for the activities authorized in the Scope of Work, and shall operate the Project in accordance with the Federal Regulations, the Act, the NPS Historic Preservation Fund Grants Manual, June 2007 Release, chapter numbers 9(K), 12-14, 17 and 24, available online at http://www.nps.gov/preservation-grants/HPF_Manual.pdf, as amended by 2 CFR 200 (the “**HPF Grants Manual**”), the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation" available online at http://www.nps.gov/history/local-law/arch_stnds_0.htm, and the terms and conditions of this Agreement.

- b. Agreement Term. The Agreement shall commence as of the date this Agreement is executed by MHT (the “**Effective Date**”), and shall terminate on July 31, 2018 (the “**Termination Date**”), if not terminated earlier pursuant to the Agreement. Grantee’s obligations to submit a satisfactory Final Report and a final Disbursement Request pursuant to Sections 4 and 5 shall survive termination of this Agreement. At the discretion of MHT or upon written request from the Grantee, the Project Monitor (defined below) may extend the Termination Date up to sixty (60) days. The Project Monitor shall notify the Grantee in writing of an extension of the Termination Date, and such written extension of the Termination Date shall be effective upon the sole signature of the Project Monitor. No extensions may be requested after the Project Completion Date, as defined below.
- c. Project Timetable. Grantee may commence the Project prior to the Effective Date as of 4/7/2017 (the “**Project Commencement Date**”), and shall complete the Project by June 30, 2018 (the “**Project Completion Date**”). At its discretion, MHT may extend the Project Completion Date and/or the Final Report Due Date set forth in the Project Timetable, provided that the Grantee demonstrates to MHT’s satisfaction that the circumstances warrant such extension.
- d. Administrators. Nell Ziehl, Chief, Office of Planning, Education and Outreach, or such other person designated by MHT shall serve as the project monitor for this Project (the “**Project Monitor**”). The Project Monitor will be the chief contact for the Grantee with respect to all matters pertaining to this Agreement.

2. Nonfederal Funds; Grantee’s Contribution.

- a. If required by MHT, Grantee shall provide a contribution in cash to the Project, as set forth in Exhibit A (“Grantee’s Contribution”). Documentation of the Grantee’s Contribution must be satisfactory to MHT. Grantee’s Contribution may include funds derived from other public or private sources; provided however, that no State funds may be used for any part of the Grantee’s Contribution. Grantee’s Contribution shall be used to pay for the Project expenses, as further described in the budget attached in Exhibit A (“Project Budget”).

3. Expenditure of Grant Proceeds.

- a. All Grant funds shall be expended on or before the Project Completion Date.
- b. The Grantee may receive reimbursement for expenses incurred from the Project Commencement Date through the Project Completion Date. Project expenses must be billed and submitted to MHT for reimbursement by the Termination Date. Project expenses incurred before the Project Commencement Date, and expenses submitted to MHT after the Project Completion Date are not eligible for reimbursement from Grant proceeds.

- c. Grantee shall expend the Grant in accordance with the Project Budget.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHT.
- e. Any changes to the Project Budget, the Scope of Work, the dates set forth in the Agreement, or any other term of this Agreement, are subject to the prior written consent of MHT. However, Grantee is permitted to make minor transfers between budget line items in the Project Budget totaling no more than 10% of the amount of the Grant. Changes in funds allocation that exceed 10% of the Grant amount must have prior written approval from MHT.

4. Grant Disbursements; Conditions.

- a. Subject to the availability of federal funds, disbursements will be made for reimbursement of eligible Project costs that have been satisfactorily completed by the Grantee. MHT shall disburse the Grant to Grantee as the Project progresses, based upon requests for disbursement submitted by Grantee through MHT's online grants software system (a "Disbursement Request"), along with necessary supporting documentation.
 - i. Disbursement Requests may be submitted with the quarterly progress reports or the Final Report, as described in Section 5 below.
 - ii. The Disbursement Requests shall be satisfactory in form and content to MHT, shall identify all costs incurred for which the disbursement is being sought, and shall have attached copies of the appropriate source documentation. Grantee shall provide such additional supporting documentation as may be requested by MHT from time to time.
 - iii. Where practicable, Disbursement Requests will be made on a quarterly basis, with September 30 as the end of one quarterly period, to coincide with the end of the federal fiscal year. MHT may request the Grantee to accrue or estimate the expenditures for the quarter ending September 30 prior to submission of its Disbursement Request in order to meet Federal reporting requirements.
- b. MHT shall not disburse the Grant until Grantee has complied with the following conditions:

- i. With the exception of designated Third-Party Administrators of CLG funds, the Grantee shall perform all services or activities, and furnish all necessary personnel, equipment, materials, and supplies at its own expense initially. The Grantee may receive reimbursement to the extent of the eligible costs of performance incurred by the Grantee, but in no event may reimbursement be made by MHT that exceeds the maximum amount of the Grant.
- c. Costs eligible for reimbursement shall be determined in accordance with the approved Project Budget for this Project and the HPF Manual.
- d. The final disbursement of the Grant shall be made upon MHT's receipt and acceptance of the following:
 - i. The Final Report, as set forth in Section 5 below; and
 - ii. Receipt and MHT's acceptance of the final Disbursement Request for the Grant from the Grantee.
- e. MHT has the right to withhold disbursements of Grant funds if at any time MHT determines in its sole discretion that:
 - i. Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT;
 - ii. Grantee has not expended the full amount of the Grant by the Project Completion Date;
 - iii. Grantee has failed to supply any material fact in a Disbursement Request; or
 - iv. Grantee is otherwise in default under this Agreement.
 - v. Any costs incurred by the Grantee exceed the total amount of the Grant.

5. Reports; Inspection.

- a. Quarterly Progress Reports.
 - i. Unless waived by MHT, the Grantee shall submit to MHT electronic quarterly progress reports using MHT's online grants software system. The progress reports must be satisfactory to MHT in form and content, identify work completed, work

still in progress and work newly initiated during the report period, and assess whether time schedules are being met, or other performance goals are being achieved. These reports should compare, from inception to date, actual accomplishments to established goals and actual costs incurred to established budget by cost categories.

- ii. The Grantee agrees to meet at MHT's request for the purpose of reviewing the Project's progress. Either party may request other meetings from time to time. The Grantee and any of its contractors or subcontractors will permit on-site inspections of the Project by representatives of MHT, NPS, the State, and the Secretary of the Interior of the United States (the "**Representatives**"), upon reasonable notice and during reasonable working hours, before, during, and after the period of time during which the Grant proceeds are expended.
 - iii. Should the Grantee at any time determine that the Project will not comply with the dates set forth in the Project Timetable, or with the Project Budget, the Grantee shall immediately submit a written report requesting an extension, or call for a special meeting with the Project Monitor to determine what actions need to be taken.
- b. MHT Review and Approval of Draft of Final Products. At least forty-five (45) days prior to the Termination Date, the Grantee shall provide MHT with draft copies of all of the final products to be included with the Final Report required pursuant to Subsection c below for MHT's review and approval.
 - c. Final Report. On or before the Termination Date, the Grantee shall electronically submit to MHT the documents and deliverables set forth in **Exhibit A "Final Report."**

6. Grant Documents.

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MHT:

- a. This Agreement, including all the exhibits thereto; and
- b. Any other document or written instrument that may be required by MHT.

7. General and Special Covenants.

- a. The Grantee shall directly supervise the Project. The Grantee shall ensure that a MHT representative is on the selection committee for the review of personnel to be employed on this Project. The MHT representative shall have the option to participate in all interviews.
- b. Following the Effective Date of this Agreement, at its discretion MHT may contact the Grantee to set up an initial meeting between the Project Monitor, the Grantee and other

appropriate parties. At the meeting, MHT will provide general assistance and guidance in setting up the Project and clarification of Agreement requirements, so that all products, schedules, services and bills will be mutually anticipated and understood as to content and result.

- d. The Grantee shall immediately notify the Project Monitor of a change in Grantee's Project Administrator, or in any persons named or expressly identified as key Project personnel. Grantee shall fill a vacancy in the Project Administrator position within one month of the position becoming vacant.
- e. MHT will make available to the Grantee upon request, all pertinent information it has on file. MHT will also assist the Grantee by making its staff available for consultation and technical advice. Grantee agrees to accept technical assistance from MHT if MHT deems it necessary.
- f. Grantee shall comply with all federal requirements governing grants including 2 CFR 200.
- g. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project, including the State provisions set forth in **Exhibit C (State Requirements)**. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, and federal and State licensing and permitting requirements.
- h. The Grantee shall be current on payment of all taxes and filings required by law.

8. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - i. Grantee fails to comply with any of the terms or conditions in this Agreement, or under any other agreement related to the Project;
 - ii. At any time any representation or warranty made by Grantee in connection with the Grant, this Agreement, or the Grant Application shall be incorrect in any manner;
 - iii. Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report affecting the Grant in general, or required under this Agreement, in the Grant Application, or in a Disbursement Request;
 - iv. The Grant funds are not spent in accordance with the terms of this Agreement;
 - v. Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHT; or

- vi. Final products or services delivered or performed by Grantee in connection with the Project fail to comply with requirements set forth in the Agreement.
- b. MHT shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHT shall have the right to:
 - i. Reduce or withhold payment of Grantee's next Disbursement Request;
 - ii. Demand repayment of the Grant from Grantee; or
 - iii. Terminate this Agreement by written notice to Grantee.
- d. In the event of MHT's termination of the Agreement:
 - i. Grantee's authority to request a disbursement of the Grant shall cease and Grantee shall have no right, title, or interest in or to any of the remaining undisbursed Grant funds;
 - ii. MHT may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - iii. In addition to the rights and remedies contained in this Agreement, MHT may at any time proceed to protect and enforce all rights available to it or to MHT by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.
- e. A dispute arising between the parties as to any matter of form, substance or interpretation related to this Agreement (such as payments to the Grantee, time, schedule, or interpretation of contractual provisions) shall be referred to the Project Monitor and Project Administrator for resolution. If the Project Monitor and Project Administrator are unable to agree on a resolution, the Project Administrator may file a written appeal of the dispute to Elizabeth Hughes, the State Historic Preservation Officer, within 30 days following the date of the Project Monitor's decision. The decision of the State Historic Preservation Officer shall be final and binding on the parties.

9. Standards of Work; Repayment. The Project activities and services carried out pursuant to this Agreement shall conform to relevant industry professional standards, the terms and conditions of this Agreement and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation". Final services or products that do not conform to the above requirements will be deemed a default under the Agreement.

10. Subcontracting. The Grantee may not enter into a subcontract for any of the Project activities or services without MHT's prior written approval of Grantee's subcontractor.

- a. Any subcontract approved by MHT related to the performance of this Agreement shall contain such conditions and provisions as MHT deems necessary, in its discretion, to protect the interest of MHT and NPS. No provision of this Section and no approval by MHT of any subcontract shall have the effect of binding MHT for any amount above the total maximum amount of the Grant, and MHT shall not be responsible for fulfillment of the Grantee's obligations to any of its subcontractors.
- b. Grantee shall submit to the MHT evidence of Grantee's compliance with Federal competitive procurement requirements, if applicable. The Federal competitive procurement requirements are detailed in Chapter 17 of the HPF Manual, and are hereby incorporated by reference into this Agreement.
- c. MHT's prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment, and services, which are both necessary for and merely incidental to the performance of the Project required under this Agreement. This Section does not prohibit contracts between the Grantee and other parties for the preparation, production, and printing of publications, maps, and other documents.

11. Records.

- a. Grantee and any subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHT and NPS of all transactions relating to the receipt and expenditure of the Grant for the Project (the "**Records**"). The Records shall be retained and made available for inspection by the Representatives during reasonable working hours, until the later of: (i) three (3) years after final payment by MHT under this Agreement; or (ii) the date that all litigation, claims or audit findings involving the Records have been resolved and final action taken. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to the Representatives upon request.
- b. Grantee and any of its contractors or subcontractors will effectively furnish, and require property owners, employees and board members, as may be applicable, to furnish such information as, in the judgment of the Representatives, may be relevant for the purposes of financial or programmatic audit and examination, and to ensure compliance with this Agreement and the effectiveness, legality and achievements of Project work.
- c. Upon request of MHT, Grantee shall provide MHT with copies of any audits relating to the Grant proceeds performed on Grantee's records by any other entity.

- d. In addition to the requirements set forth above, Grantee shall provide MHT with such additional records, reports, and other documentation as may be required by MHT.

12. **Audits.**

- a. If applicable to Grantee pursuant to federal regulations set forth in 2 CFR 200, the Grantee shall obtain the services of an Independent Certified Public Accountant to perform a single audit of the Grantee, which shall cover the entire operations of the Grantee, and shall comply with Government Auditing Standards issued by the Comptroller General of the United States.
- b. Grantees who have not and do not anticipate expending federal funds from any other granting authority and whose total federal fund expenditures do not exceed \$750,000 per annum are exempt from the requirements of the above audit requirement.
- c. If, following any audit of funds referred to in this Section, MHT or NPS disallows a claim for costs made by the Grantee for which claim the Grantee has received payment under this Agreement, then the Grantee shall reimburse MHT or NPS for the amount of the disallowed claim.

13. **Publication Requirements.**

- a. **Acknowledgement of Support.** Subject to the provisions of this Section and other pertinent provisions of the Agreement, it is understood and agreed that the Grantee has the right to publish and distribute information regarding and developed from the Project. An acknowledgement of support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation grant funds made available by MHT.

Should trade names or commercial products be cited by text or photograph, the following disclaimer must be added to the Acknowledgement of Support:

"nor does the mention of trade names or commercial products constitute endorsement or recommendation by these agencies."

- b. **Non-Discrimination Statement.** All publications produced under this Agreement must include a statement of NPS's non-discrimination policy. This statement shall read as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you

have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, N.W., MS-2740 Washington, D.C. 20240-0001.

14. **Lobbying.** The Grantee warrants that no part of the funds made available by this Agreement shall be used to influence a Member of Congress or legislation pending before Congress pursuant to the provisions of 18 USC 1913, which states:

“No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.”

15. **Grantee's Certifications.** By executing the Agreement, Grantee certifies to MHT that:
- a. If applicable, Grantee is duly organized and validly exists under the laws of Maryland and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
 - b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
 - c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;
 - d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
 - e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or

who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project.

- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

16. **Nondiscrimination Provisions; Equal Opportunity Compliance.**

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or Grantee of the Project, on the basis of:
 - i. Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or
 - ii. Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.
- b. Grantee shall comply with the requirements and provisions of the State Assurance of Compliance, attached hereto and incorporated herein to this Agreement as **Exhibit B (Assurance of Compliance)**.
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
 - i. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii. Title VIII of the Civil Rights Act of 1968, as amended;
 - iii. The Governor's Code of Fair Practices, as amended;
 - iv. Upon MHT's request, Grantee will submit to MHT information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHT; and

- v. Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

17. **Equal Employment Opportunity.** The Grantee agrees that the following provision shall be included in all subcontracts and shall be posted by the Grantee and all subcontractors in conspicuous places available to employees and applicants for employment:

There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment because of race, color, religion, creed, age, marital status, sex, sexual orientation, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment. This provision forbids all unlawful discrimination, including discrimination in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. **Notices.** All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be delivered either in writing, or submitted electronically through MHT's grants management software system, as directed by MHT. Any written communication delivered by U.S mail shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a. Communications to MHT by mail shall be sent to the Project Monitor or such other person as may be designated by MHT:

Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Nell Ziehl

- b. Communications to Grantee shall be mailed to:

Ms. Lisa Craig
145 Gorman St., 3rd Flr
Annapolis, MD 21401

19. **Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHT or NPS to comply with any existing or future State or federal regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

20. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all communications between the parties, whether written or oral, prior to its execution. Except as provided otherwise in the Agreement, no amendment of this Agreement shall be binding upon either party unless such amendment is in writing duly executed by both parties hereto.

21. **Assignment.** This Agreement may not be assigned without MHT’s prior written approval.
22. **Assignment of Claims.** The Grantee may not make an assignment of claims arising under this Agreement without obtaining the prior written consent of MHT or NPS. In the event such an assignment is authorized, the Grantee, not the assignee, shall prepare and submit invoices. Where such an assignment has been made, the original invoice is to be mailed directly to the assignee.
23. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
24. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
25. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the “State”).
26. **Costs.** The Grantee shall bear all costs incident to the Grant, including without limitation Grantee's reasonable attorneys' fees, if any.
27. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHT to the attention of the Project Monitor.
28. **No Warranty or Representation.** Neither the approval by MHT, the State, or NPS, nor any subsequent inspections or approvals of the Project shall constitute a warranty or representation by them or any of their agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHT, the State, or NPS are performed solely for their benefit to assure the proper expenditure of the Grant, and are not for the benefit of any other person.
29. **Voluntary Termination.** MHT and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of voluntary termination by MHT, Grantee’s authority to request disbursements of the Grant shall cease, and Grantee shall have no right, title or interest in or to any of the remaining undisbursed Grant funds. At the time of termination, Grantee shall return to MHT any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

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APPROVED FOR FINANCIAL SUFFICIENCY:

Bruce T. Miller
Bruce T. Miller, Director
Finance Department

REVIEWED AND APPROVED BY:

Thomas C. Andrews Acting City
Manager 8/3/17
Thomas C. Andrews, City Manager

EXHIBIT A

PROJECT SCOPE OF WORK AND REQUIREMENTS

TITLE: Keeping History Above Water: Annapolis

GRANT NUMBER: 24-17-151345

CFDA NUMBER: 15.904

AREA AFFECTED BY PROJECT: Anne Arundel County

TOTAL PROJECT COST: \$63,699.00

FEDERAL SHARE: \$15,000.00

NONFEDERAL SHARE: \$48,699.00

CONGRESSIONAL DISTRICT: 3

TYPE: NEW REVISION

1. GRANTEE:

Name: City of Annapolis
 Address: 145 Gorman St., 3rd Flr
 Annapolis, MD 21401
 Contact Person: Ms. Lisa Craig
 Contact Email: lmccraig@annapolis.gov
 Contact Phone: (410) 263-7941

2. PROJECT BUDGET:

Expense Item (Description)	Grant Funds	Grantee Cash Match	Total Project Cost
CLG Registrations (21 @ \$225)	\$4,725.00		\$4,725.00
Audio/Visual Services		\$4,200.00	\$4,200.00
Graphics Recorder		\$4,500.00	\$4,500.00
Conference Manager		\$28,750.00	\$28,750.00
Facilities Fee	\$8,100.00		\$8,100.00
Honoraria	\$2,175.00	\$325.00	\$2,500.00
Speaker Travel and Accommodations		\$10,924.00	\$10,924.00
TOTALS	\$15,000.00	\$48,699.00	\$63,699.00

3. GRANT PURPOSE/SCOPE OF WORK:

This project will support Keeping History Above Water: Annapolis, a national gathering slated for Oct. 29 - November 1, 2017. Keeping History Above Water engages multi-disciplinary specialists from across the United States and abroad to share experiences, examine risks, and debate solutions to sea-level rise with an emphasis on case studies and real world applications.

4. SPECIAL CONDITIONS

N/A

5. BEGINNING/ENDING DATES/PROJECT TIMETABLE:

From: 4/7/2017
To: 6/29/2018

6. No program income will be generated.

7. QUARTERLY/FINAL REPORTS:

a. Grantee shall electronically submit reports and materials on or before the following dates:

Scheduled Date	Type
9/30/2017	Progress Report
12/31/2017	Progress Report
3/31/2018	Progress Report
7/31/2018	Final Report

b. Progress Reports may include Disbursement Requests for costs incurred.

c. The Final Report submitted on or before July 31, 2018 will include the following:
i. Completed Final Report form;
ii. Completed final Disbursement Request and supporting documentation; and
iii. Project Deliverables, as described below.

8. PROJECT DELIVERABLES:

1. Conference with MHT as Lead Sponsor along with Serv-Pro, Newport Restoration Fund, Urban Land Institute, National League of Cities and City of Annapolis/Weather It Together.
2. Videotaped and edited conference for posting on the Annapolis Weather It Together webpage (CityofAnnapolis/WeatherItTogether.gov) along with the Newport Restoration Foundation hosted KHAW webpage (historyabovewater.org)
3. Organized and edited conference presentations, digitally disseminated to all conference attendees.

4. Up to 21 complimentary registrations for Certified Local Governments.

9. ENVIRONMENTAL CERTIFICATION:

Based upon a review of the Grant Application, proposal narrative, and the supporting documentation contained in the Grant Application, it has been determined that the proposed Project, Keeping History Above Water: Annapolis meets the criteria for categorical exclusion under 516 DM 6.

Applicable Categorical Exclusion A.4.a.(11)

10. **CERTIFICATION:** As the duly authorized representative, I certify that this subgrant will be administered, and work will be performed under the supervision of a professional meeting appropriate 36 CFR 61 requirements, in accordance with the Historic Preservation Fund Grants Manual June 2007 Release, available online at http://www.nps.gov/preservation-grants/HPF_Manual.pdf, and the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit imposed by Chapter 13, Section B. 34.e. of NPS-49. These costs have been assessed by knowledgeable MHT staff and found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product to be achieved with grant assistance.

Elizabeth Hughes, Director, Maryland Historical Trust/
State Historic Preservation Officer

Date

EXHIBIT B

**ASSURANCE OF COMPLIANCE
WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE
WORKPLACE REQUIREMENTS**

City of Annapolis (hereinafter called "Grantee"), having its principal address at 145 Gorman Street, 3rd Floor, Annapolis, MD 21401,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "Acts"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Article 49B of the Annotated Code of Maryland, as amended, which establishes the Maryland Human Relations Commission and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHT shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

I. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

J. With all other State and Federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of and for the purpose of obtaining, and shall continue for the period of, federal financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHT. Grantee recognizes and agrees that such federal financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: City of Annapolis



(Signature)

*Respectfully,
Michael J. Pantelides
Mayor*

By:  _____

Name: MICHAEL J. PANTELIDES

Title: MAYOR

APPROVED FOR FORM
AND LEGAL SUFFICIENCY:

 07/26/2017
OFFICE OF THE CITY ATTORNEY

EXHIBIT C

STATE REQUIREMENTS

1. NON-HIRING OF EMPLOYEES:

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

2. DELAYS; FORCE MAJEURE:

The Grantee agrees to prosecute the work continuously and diligently and 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 may be granted 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 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 subcontractors or suppliers.

3. RESPONSIBILITY OF GRANTEE:

A. The Grantee shall perform the services with that standard of care skill, and diligence normally provided by a grantee in the performance of services similar to the services hereunder

B. Notwithstanding any review, approval, acceptance or payment for the services by MHT or NPS, the Grantee shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Grantee under this Agreement.

5. CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATIONS:

Grantees that are corporations shall be in good standing, registered to do business in Maryland, and shall have the legal capacity and all necessary legal authority to incur the obligations involved with the Grant provided under the Program. Each invoice submitted hereunder must indicate a Federal tax identification number or a Social Security Number.

6. COMPLIANCE WITH LAWS:

The Grantee hereby represents and warrants that it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

7. BANKRUPTCY:

Upon the filing for any bankruptcy proceeding by or against the Grantee, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Grantee must notify MHT immediately. Upon learning of the actions herein identified, MHT reserves the right at its sole discretion either to cancel the Agreement or to affirm the Agreement and hold the Grantee responsible for damages. The exercise of this right is in addition to any other rights MHT may have as provided in this Agreement or by law.

8. RESPONSIBILITY FOR CLAIMS AND LIABILITY:

- A. The Grantee shall indemnify and hold harmless the State and MHT, their officers, agents and employees, from all liability which may be incurred by reason of distribution or circulation, data, documents, or materials pertaining in any way to this Agreement by the Grantee, its agents or employees.
- B. Subject to paragraph (C) below, the Grantee releases the State and MHT from, agrees that they shall not have any liability for, and agrees to protect, indemnify, and save harmless them from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against, them, as a result of or in connection with the Grantee's performance of the services under this Agreement. All money expended by the SHPO, the State and MHT as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, shall constitute an indebtedness of the Grantee.
- C. Any indemnification provided under this Agreement may be enforced only if permitted by law and only to the extent the City of Annapolis appropriates funds for such indemnification, and is subject to the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), (together the "Local Government Indemnification Statutes"), all as amended from time to time.

9. **FINANCIAL DISCLOSURE:**

The Grantee shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more of State funding, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

10. **POLITICAL CONTRIBUTION DISCLOSURE:**

The Grantee shall comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State, during a calendar year under which the person receives in the aggregate of \$10,000 or more of State funding, shall on or before February 1 of the following year file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.