

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		

Anne Arundel County Government provides operating subsidy for transit services provided within the County by Annapolis Transit. The amount of the operating subsidy offered by the Anne Arundel County has increased from \$135,000 in FY 2015 to \$385,000 in FY 2016.

¹ Examples: cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

² Examples: FY__ Operating Budget, a memorandum of understanding, City Council resolution/ordinance.

GRANT AGREEMENT RELATED TO
PUBLIC TRANSIT SERVICES BETWEEN
ANNE ARUNDEL COUNTY AND
THE CITY OF ANNAPOLIS, MARYLAND

THIS GRANT AGREEMENT , made this ___ day of _____, 2016 by and between ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”) and the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (“City” or “Grantee”).

WHEREAS, the County and the City, through Annapolis Transit, have worked together to provide public transit services in the greater Annapolis area which extends into Anne Arundel County; and

WHEREAS, the County is providing a Grant to the City to expand the working relationship to provide additional transit services; and

WHEREAS, the County and the City of Annapolis have agreed that the City will use the Grant to operate the transit routes in Anne Arundel County as referenced in Appendix A to this Grant Agreement (“Appendix A”), and in accordance with the County-endorsed Transit Development Plan;

NOW THEREFORE, WITNESSETH:

SECTION I
THE GRANT

The County hereby grants to the City up to Three Hundred Eighty-Five Thousand Dollars (\$385,000) (the “Grant”), to be disbursed to the City in two equal payments: (1) after the execution of this Grant Agreement, and (2) at the end of first annual term of this Grant Agreement. The purpose of the Grant is to support the City’s operation of public transit services to serve areas in Anne Arundel County as referenced in Appendix A. Service will begin to be provided by the City in Fiscal Year 2016. The Grant represents the County’s best available effort to provide an operating subsidy to support vehicle hours and miles of service provided by the City within the County.

SECTION II
RESPONSIBILITIES OF THE COUNTY

The County will:

1. Manage the annual Grant Agreement between the County and the City.

2. In partnership with the City, apply for and obtain available State and federal capital, operating, and planning financial assistance for the public transit service, and ensure that the service is operated in accordance with the laws and regulations pertinent to the receipt of those funds.
3. Assist the City with planning, marketing, outreach, and public information services on the public transit service.
4. The County may recommend changes in the public transit service, after holding public hearings and seeking public comments.

SECTION III
RESPONSIBILITIES OF THE CITY

The City will:

1. Identify the types of vehicles to be provided specifically and exclusively in service of the transit routes referenced in Appendix A, provide those types of vehicles, and maintain an acceptable ratio of spare vehicles in accordance with applicable laws and regulations.
2. Maintain and manage transit services with sufficient personnel, equipment, and facilities to operate the transit routes referenced in Appendix A, including the federally required services to the disabled as defined in the American Disabilities Act, at the level of service identified.
3. Provide the managerial and technical expertise necessary for operating public transit services.
4. Ensure that the service is operated in accordance with the laws and regulations applicable to the receipt of grant funding.
5. Provide marketing and public information services on public transit service, including the preparation and distribution of timetables, signage, and other route and schedule information.
6. Prepare for the County preliminary budget estimates, productivity reports, and service summaries each year 45 days in advance of the County's annual transit service Grant Agreement applications to the State and federal agencies, to be used by the County for the annual budget and to provide the basis for negotiation by the County and the City of the annual Grant Agreement.
7. Maintain semi-annual route data reports including bimonthly drivers' logs or trip sheets, total operating miles and hours, number of boardings and revenues received to coincide with invoices.
8. Provide to the County a copy of the current public transit service operating budget upon adoption and the annual financial audit for transit services upon receipt to the County.

9. Provide to the County annual ridership reports by route along with information on route overloads by the 15th of the following month.
10. Provide to the County quarterly paratransit customer care reports to include information on any passenger complaints.
11. Update Continuity of Operations Plan (COOP) including an Emergency Operations Plan, as appropriate and provide a copy of the updated COOP to the County Office of Planning and Zoning.
12. Participate in Emergency Planning Meetings as necessary.
13. Participate in bi-monthly coordination meetings with Regional Transit Agency of Central Maryland, Maryland Transit Administration, Anne Arundel County Department of Aging and Disabilities, Anne Arundel Work Force Development Corporation, and Anne Arundel County Office of Planning and Zoning.

SECTION IV
SHARED RESPONSIBILITIES OF THE COUNTY AND THE CITY

The County and the City will:

1. Attend operational meetings on a quarterly basis to review the performance service and any operational issues.
2. Review quarterly the service standards for the operation of transit including service levels, routes, fares, and budget, and make any necessary changes.
3. Confer as necessary regarding the elimination of, reduction of, or changes to the transit routes referenced in Appendix A.
4. Seek all funding sources beyond traditional federal, State, and local operating and capital subsidies.
5. Implement policies and procedures that encourage the use of public transportation.
6. Support the operation of public transit services consistent with the terms of this Grant Agreement and any annual Grant Agreement.

SECTION V
FUNDING

Notwithstanding any other provision of this Grant Agreement, any financial obligation of the County arising under this Grant Agreement is subject to appropriation and availability of funds.

SECTION VI
TERMINATION

1. The term of the Grant shall be July 1, 2015, through June 30, 2016. The term of this Grant Agreement may be renewed for up to four (4) one (1) year periods at the sole discretion of the County; however, if the Grant Agreement is renewed, subject to appropriation and availability of funds, the County will take into consideration the cost of the services provided and adjustments that may be required by the City of Annapolis.
2. If the City shall fail to fulfill in a timely and proper manner its obligations under this Grant Agreement, or if the City shall violate any terms of this Grant Agreement, or if the City shall violate any terms of this Grant Agreement, and if no remedy is provided within 15 days after notice of such violations, within the sole discretion of the County, the County may immediately terminate this Grant Agreement by giving written notice to the City. In the event of termination under this section, the County shall pay the City for services performed in compliance with the terms of this Agreement to the effective date of termination following receipt of invoice and necessary supporting documentation.
3. This Agreement may be terminated without cause by the County after giving the City ninety (90) days written notice. In the event of termination by the County under this section the County shall pay the City for services performed up to the date of termination and shall reimburse the City for reasonable and identified costs incurred by the City in connection with the termination, following receipt of invoice and necessary documentation.
4. If, at the time of termination of this Grant Agreement, the City has on hand any County funds or any accounts receivable attributable to the use of County funds or accounts, then those funds and accounts shall be returned to and transferred to the County within 30 days after the date of termination.

SECTION VII
GENERAL PROVISIONS

1. Recordkeeping/Audits. Using generally accepted accounting principles, the City shall maintain complete and accurate books and records of its financial activities, including records of all activities connected with this Grant Agreement, and shall make these books and records available upon reasonable notice for inspection and copying by County representatives. The books and records shall be kept and maintained for at least three years after the last payment under this Grant Agreement. The City agrees that the County Controller and the County Auditor, individually or together, may audit all books and records of the City pertaining to the funds associated with this Grant Agreement, except that the City shall not be subjected to more than one audit of its books and records in any twelve month period.
2. Report. By September 30, 2015 or within ninety (90) days of final signature, the City shall file with the Grant Agreement Administrator a detailed annual report describing its use of the

funds received pursuant to this Grant Agreement, and including an itemized accounting of the expenditures or intended expenditures by the City of the funds and shall include with this accounting a statement signed by the Director of Finance of the City, or his or her designee, certified under the penalties of perjury, that the expenditure of the Grant Agreement was consistent with the purposes set forth in this Grant Agreement.

3. Penalty for Noncompliance.

a. Any funds not expended in compliance with the provisions of this Grant Agreement shall be returned to the County.

b. Noncompliance by the City with the recordkeeping, auditing, monitoring, or reporting requirements of this Grant Agreement shall be grounds for the County's recovery from the City of the full amount of the Grant.

c. If legal action is necessary to collect any funds owed it, the County shall be entitled to court costs and attorneys fees as part of its recovery, in addition to interest at the rate of ten percent (10%) per annum accruing on any balance thirty (30) days after demand by the County for return of the funds because of such noncompliance. Demand upon the City shall be effective as of the date of the mailing of notice to the City.

4. Nondiscrimination. The City shall not discriminate against any person in any of its activities with regard to employment practices or in the provision of services on the basis of race, color, religion, national origin, ancestry, sex, age or disability.

5. Administrator of the Grant Agreement. The Administrator of this Grant Agreement for the County is Margaret Kaii-Ziegler, whose telephone number is 410-222-7460, and whose office address is Office of Planning and Zoning, 2664 Riva Road, Annapolis, MD. 21401. The City shall keep the Grant Agreement Administrator informed of the name, telephone number, and address of the Mayor of the City or the Mayor's designee.

6. No Pledge of County Credit. The City agrees that it will not pledge the full faith and credit of the County and will not obligate the County to incur any pecuniary liability to the City other than as provided for in this Grant Agreement.

7. Acknowledgment. The City shall acknowledge and give credit to the County for funding in its brochures, news releases, programs, publications, and other publicity materials. When no printed information is used, verbal credit is to be given whenever appropriate and practicable.

8. Independent Contractor Relationship. In the performance of this Grant Agreement, the City shall act solely as an independent contractor, and nothing contained in or implied by this Grant Agreement shall be construed at any time to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between the County and the City.

9. Executive Order 24. Pursuant to Executive Order 24, vendors are required to comply with all applicable laws and regulations relating to the employment of aliens. If a vendor fails to comply with applicable laws and regulations relation to employment of aliens, such failure shall constitute a material breach of the vendor's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By executing this Agreement, the Contractor certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

10. Insurance and Indemnification.

a. The City of Annapolis Department of Transportation (the "Contractor") certifies that it is a unit of the City of Annapolis, Maryland, and is self-insured. In addition, the Contractor certifies that it is a City of Annapolis agency covered by a separate fund that has been established under City Code, Art. IX, Chapter 2.48.260 to provide for compensation to employees of the City of Annapolis as required by the State of Maryland Workers Compensation provisions and pay sums City of Annapolis may become legally obligated to pay for liability claims; including but not limited to personal injury and/or property damage claims arising out of the performance of duties by City of Annapolis employees in the course of their employment. The City Department of Transportation's liability coverage is limited by the Maryland State Law in accordance with the provisions of Sections 5-301, et seq. of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the Local Government Tort Claims Act and applicable case law. Upon request, the City and the Contractor shall provide Anne Arundel County with evidence of such insurance.

b. To the extent permitted by law, and subject to immunities allowed by law, and subject to the appropriation and availability of funds, the Grantee agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all losses, damages, liabilities, claims, and costs arising out of or resulting from any act or omission made by the Grantee, its directors, officers, agents, employees, and contractors in performance of this Agreement.

11. Applicable Law. This Grant Agreement shall be governed and construed in accordance with Maryland law, and any action brought by or between the parties shall invest jurisdiction and venue exclusively in the courts located in Anne Arundel County.

12. Final Agreement. This Grant Agreement represents the complete and total and final understanding between the parties, and no other understandings or representations, whether written or oral, regarding the subject matter of this Grant Agreement shall be deemed to exist or bind the parties after the execution of this Grant Agreement, unless set forth in writing and executed by both parties hereto.

13. Amendment. Either party to this Grant Agreement may request an amendment by written request to the other party. The County and the City agree that they will meet to discuss any requested amendment within 30 days of receipt of such request. Amendments to this Grant Agreement will be effectively only after approval in writing by both parties.

14. Benefit of agreement. This Grant Agreement shall inure to the benefit of the parties hereto, their successors, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties to this Grant Agreement have been authorized to sign the same, Anne Arundel County, Maryland by its Chief Administrative Officer, and the City of Annapolis by its Mayor.

ATTEST:

ANNE ARUNDEL COUNTY,
MARYLAND

Mark D. Hartzell Date (Seal)
Chief Administrative Officer

CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge
City Clerk

Michael J. Pantelides Date (Seal)
Mayor

Approved for form and legal sufficiency:

County Office of Law Date

Approved for availability of funds:

Controller Date
Anne Arundel County

Approved for form and legal sufficiency:

Ashley G. Lemard *02/10/2016*

City Attorney Date

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:



Bruce T. Miller, Director
Finance Department

Thomas C. Andrews, City Manager

APPENDIX A
Annapolis Transit
Transit Route Services in Anne Arundel County
FY 2016

Red Route

Serving both the City of Annapolis and outlying portions of Anne Arundel County, the Red Route provides transit connection between Westfield Mall and Eastport. Service is offered between 5:30 AM to 7:00 PM, Monday through Saturday. Notable stops include: Arundel Medical Center, Admiral Oaks, Annapolis Marketplace, Hilltop Lane and Eastport Plaza.

Green Route

Serving both the City of Annapolis and outlying portions of Anne Arundel County, the Green Route provides transit connection between Westfield Mall and Eastport (via West Street). Service is offered between 5:30 AM to 7:30 PM, Monday through Saturday. Notable stops include: West Street Library, Church Circle, Compromise Street and Eastport Plaza.

Yellow Route

Serving both the City of Annapolis and outlying portions of Anne Arundel County, the Yellow Route provides transit connection between Westfield Mall and Riva Road. Service is offered between 5:30 AM to 7:00 PM, Monday through Saturday. Notable stops include: Westfield Mall, Housley Road, Riva Road, Truman Parkway, Heritage Court and Admiral Cochrane Drive.

Orange Route

The Orange Route provides transit connection between downtown Annapolis and Forest Drive (via Spa Road). Service is offered between 5:30 AM to 7:00 PM, Monday through Friday. Notable stops include: Church Circle, Calvert Street, West Street, Spa Road, Copeland Road, Annapolis Marketplace, Newtowne, Robinwood and Hilltop Lane.

Gold Route

Serving both the City of Annapolis and outlying portions of Anne Arundel County, the Gold Route provides transit connection between Edgewater and Church Circle via Bestgate Road and Westfield Mall. Service is offered between 6:00 AM to 8:00 PM, 7 days a week. Notable stops include: South River Colony, Maryland Route 2, Admiral Cochrane Drive, Harbor Center, Westfield Mall, Anne Arundel Medical Center, Bestgate Road, Rowe Boulevard and Church Circle.

Brown Route

Serving both the City of Annapolis and outlying portions of Anne Arundel County, the Brown Route provides transit connection between Westfield Mall and Eastport (via Forest Drive). Service is offered between 6:00 AM to 7:30 PM, Monday through Saturday. Notable stops include: Forest Drive, Old Solomon's Island Road, Copeland Road, Annapolis Marketplace, Newtowne, Robinwood, Bay Forest Center and Eastport Plaza.

Purple Route A

Serving both the City of Annapolis and outlying portions of Anne Arundel County, the Purple Route A provides transit connection between Westfield Mall and Eastport (via Annapolis Towne Centre and Church Circle). Service is offered between 7:00 PM to 10:30 PM, Monday through Saturday evenings and 7:00 AM to 8:00 PM on Sundays. Notable stops include: Westfield Mall, Housley Road, Annapolis Towne Centre, West Street Library, Church Circle, Compromise Street and Eastport Plaza.

Purple Route B

Serving both the City of Annapolis and outlying portions of Anne Arundel County, the Purple Route B provides transit connection between Westfield Mall and Eastport (via Annapolis Towne Centre and Church Circle). Service is offered between 7:00 AM to 10:30 PM, Monday through Saturday evenings and 7:00 AM to 8:00 PM on Sundays. Notable stops include: Westfield Mall, Housley Road, Forest Drive, Annapolis Marketplace, Hilltop Lane, Bay Forest Center and Eastport Plaza.