GA24-18

rev. 2/13/13 GRANT BRIEFING DOCUMEN From: Phone: 410-263-7964 Dept: Transportation Name: Rick Gordon This is a request to review, approve, and/or sign a grant agreement/award other Annual Transportation Plan FY2018 Operating and Capital Grants Grant title: 1,803,475 Maryland Transit Administration (MTA) Amount: \$ Grantor: Attestation: Match is *not* required. Match is required. Match will be met in the form of 1 City budget I attest that this asset has been approved/appropriated in ² FY2018 October 5, 2017 Transportation Date Dept Department Director signature Comments. Date **Initials** Routing In Out originating Dept Director **Grants Coordinator** Finance Director 5 - FINANCE City Attorney City Manager Mayor City Clerk Finance Committee Finance Dept Return to Originating Department

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

FISCAL YEAR 2018 CAPITAL GRANT AGREEMENT

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AN25LUC2018 AN25LUC2018 AN25LUC2018 AN25LUC2018

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PUBLIC BODY

City of Annapolis

PROJECT TIME PERIOD

7/1/2017-6/30/2020

PROJECT DESCRIPTION

Large Urban Capital Large Urban Capital Large Urban Capital Large Urban Capital

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-

-

-

CFDA#

CAPITAL PROJECT #

1355-0940

ESTIMATED NET PROJECT COST

564,850

FEDERAL SHARE

0

STATE SHARE

508,365

LOCAL SHARE

56,485

This SUBGRANTEE AGREEMENT by and between City of Annapolis (hereinafter referred to as the "PUBLIC BODY") and the MARYLAND DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "MDOT"), an instrumentality of the State of Maryland, and the Maryland Transit Administration (hereinafter referred to as "MTA"), a modal agency of MDOT.

WITNESSETH:

WHEREAS, pursuant to Section 2-103 (i) (2) of the Transportation Article, Annotated Code of Maryland, the Secretary of Transportation (hereinafter referred to as "the Secretary"), to the extent permitted by the State budget, is authorized to make grants-in-aid to any governmental transportation agency within the State of Maryland, including any county agency, bi-county agency, multi-jurisdictional agency or municipal agency, or any other person for any transportation related purpose; and

WHEREAS, pursuant to Section 2-103 (i) (1) of the Transportation Article, Annotated Code of Maryland, the Secretary has the authority to apply for and receive grants; and

WHEREAS, pursuant to Section 7-204(e) of the Transportation Article, Annotated Code of Maryland, the MTA has the authority to apply for and receive grants; and

WHEREAS the MTA has been designated as the recipient of Federal Transit Act grant funds to local political subdivisions to fund operating expenses associated with the provision of transportation services; and

WHEREAS, pursuant to Section 7-202(b)(2) of the Transportation Article, Annotated Code of Maryland, the Secretary has delegated to and authorized the Administrator of the MTA (hereinafter referred to as "Administrator") to be the authorized agent to act on behalf of the Secretary to administer the Federal Transit Administration (FTA)'s grant programs and to administer grants to the designated recipients; and

WHEREAS, in accordance with Maryland's Operating Assistance Program and with the public transportation programs for Maryland's urban and non-urbanized areas, the MTA will provide to qualifying local public agencies within the State of Maryland federal funds granted to the MTA by Federal Transit Administration (FTA) together with State funds to assist in financing the net costs of approved public transportation capital improvement/acquisition projects in accordance with MDOT's program pursuant to Section 2-103.3 of the Transportation Article, Annotated Code of Maryland and with MTA's program formulas; and,

WHEREAS, the PUBLIC BODY has applied to the MTA for capital assistance under the terms and conditions of the MTA's capital program to assist in providing improved transportation services, public capital improvements/acquisitions and,

WHEREAS, the MTA has applied for and received Federal Grants from the FTA under the provision of Section(s) 5339 of the Federal Transit Act, Amendments of 1991, to assist the funding of the project described above; and

WHEREAS, the MTA has reviewed the application and the supporting documents submitted by the PUBLIC BODY and has approved the application as submitted and the Secretary has agreed to make this grant; and

WHEREAS, the Secretary has authorized the Administrator (a) to execute SUBGRANTEE AGREEMENTs on behalf of the Maryland Transit Administration with the U.S. Department of Transportation for aid in the financing of operating and planning expenses and capital improvements of projects and budgets; and (b) to enter into SUBGRANTEE AGREEMENTs and award grants to sub-grantees for aid in the financing of the sub-grantees' operating and planning expenses and capital improvement projects.

The MTA HEREBY makes a grant to the PUBLIC BODY for the purpose stated herein and subject to all the conditions set forth herein. Pursuant to its delegated authority, MTA will administer the grant as provided in this Agreement. MTA is committed to carrying out the federal grant program and ensuring that all applicable federal requirements are met.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1 - PURPOSE OF GRANT

The purpose of this Grant is for the undertaking of capital purchase(s), and/or of a public transportation capital improvement/acquisition project (hereinafter referred to as the "Project") with financial assistance (hereinafter referred to as "Capital Assistance" to the PUBLIC BODY. This SUBGRANTEE AGREEMENT states the terms and conditions upon which such Capital Assistance will be provided and the manner in which the Project will be undertaken to assure that the Grant is used for the intended project. The Capital Assistance under this grant consists of a combination of federal funds, as provided for in a contract executed between FTA and the MTA, and State funds provided by the MDOT and local funds provided by City of Annapolis.

With respect to the federal funds provided to the MTA for the Project, the PUBLIC BODY is deemed by FTA to be a "subgrantee".

SECTION 2 – THE PROJECT

The Project involves the purchase of capital equipment, and capital improvements/acquisitions for the transportation system of the PUBLIC BODY described on the first page of this Grant.

The PUBLIC BODY shall undertake and complete the Project substantially as described in its application, filed with and approved by the MTA and the Secretary, incorporated in this Grant by reference, and in accordance with the terms and conditions of this Grant.

SUBGRANTEE understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance (Project Property) until, and to the extent, that the Federal Government relinquishes its Federal interest in that Project Property. Title to Project Property acquired pursuant to this SUBGRANTEE AGREEMENT will vest upon acquisition with the SUBGRANTEE.

SECTION 3 – CAPITAL ASSISTANCE

In order to assist the PUBLIC BODY in financing the eligible net cost of its Project, such net project cost estimated to be the amount appearing on page one (1) of this Grant, the MTA will provide Capital Assistance for the period 7/1/2017-6/30/2020 as follows:

- A. Federal funds granted to the MDOT/MTA by FTA are not to exceed 0 and,
- B. State funds are not to exceed 508,365.

The PUBLIC BODY agrees that it will provide local public funds in an amount sufficient, together with the Capital Assistance provided by this SUBGRANTEE AGREEMENT, to assure payment of the actual Net Project Cost. The local public funds shall be provided from sources other than federal funds (except approved unrestricted federal funds), receipts from the use of the Project's facilities/equipment, or revenue from the public transportation system in which such facilities/equipment are used.

SECTION 4 - NET PROJECT COST

The Net Project Cost shall be the amount of the total eligible project expenses that exceed the total eligible project income, as determined by the MTA. The estimated Net Project cost is shown on the first page of this Agreement.

SECTION 5 - THE PROJECT BUDGET

The Project Budget and Allocation of Capital Assistance is incorporated herein as Appendix A. Reallocation of Capital Assistance funds between budget items during the Project Time Period which does not increase the maximum amount of funds provided, will require prior approval by the MTA.

SECTION 6 – COMPENSATION AND METHOD OF PAYMENT

The total amount of Capital Assistance will be paid by the MTA on behalf of MDOT to the PUBLIC BODY. Payment will be made upon receipt and approval by the MTA of a Request for Payment submitted by the PUBLIC BODY in conformity with Section D, paragraph two, of the "Guidelines for Project Administration," which is attached as Exhibit B to this SUBGRANTEE AGREEMENT.

Notwithstanding anything herein to the contrary, the MTA shall not provide the Capital Assistance described in Section 3 in the event that:

- 1. the PUBLIC BODY has not executed a contract for the Project as described in Appendix A within the fiscal year of the Project Budget; or
- 2. the PUBLIC BODY has not presented to and received approval from the MTA, of a plan obligation and expenditures of the Project in the specific case where contracting for procurement will take place after the fiscal year of the Project Budget (Appendix A); or
- 3. the PUBLIC BODY does not submit a Request for Payment under Section 3 of this Agreement within sixty (60) days after delivery/completion and acceptance of the Project.

SECTION 7 - CONTRACTS UNDER THIS GRANT

Prior to execution, the PUBLIC BODY shall submit to the MTA for its review and approval any third party contract proposed to be executed in accordance with this section in conformity with Section C, paragraph 2 of the "Guidelines for Project Administration," which is attached as Exhibit B to this SUBGRANTEE AGREEMENT.

SECTION 8 - NO MTA OBLIGATIONS TO THIRD PARTIES

Neither MDOT nor the MTA shall be subject to any obligations or liabilities by contractors of the PUBLIC BODY or their subcontractors or any other person not a party to this Grant in connection with the performance of the Project pursuant to the provisions of this Grant without the specific consent of the MTA and MDOT and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

SECTION 9 - REPORTS AND RECORDS

The PUBLIC BODY shall submit to the MTA such progress narrative, financial and statistical reports relative to the Project in a form and at such times as prescribed by the MTA in Section D, paragraph 3 of the "Guidelines for Project Administration," which is attached as Exhibit B to this SUBGRANTEE AGREEMENT.

SECTION 10 - DOCUMENTATION OF PROJECT COSTS

The PUBLIC BODY shall assure that all costs charged to the Project, including any approved services contributed by the PUBLIC BODY or others, are supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges as described in Section D, paragraph 4 of the "Guidelines for Project Administration," which is attached as Exhibit B to this SUBGRANTEE AGREEMENT.

SECTION 11 - PROJECT ADMINISTRATION

The PUBLIC BODY shall designate a Project Director to act on its behalf in the negotiation of matters arising out of the SUBGRANTEE AGREEMENT and to assume supervisory responsibility for the administration of the Project.

The PUBLIC BODY shall administer the Project in accordance with the "Guidelines for Project Administration," which is incorporated by reference in this SUBGRANTEE AGREEMENT and attached as Exhibit B.

The Administrator of the MTA or his designee shall be the authorized agent to act on behalf of the Secretary, MDOT, and the MTA in the administration of this Grant. The Administrator's designee for the project is named in Exhibit C to this Agreement.

SECTION 12 - PROJECT SETTLEMENT AND CLOSE-OUT

The MTA may utilize a final audit of the Project to determine the final financial settlement of the Project. If it is determined, as a result of audit, that the MTA has made payments in excess of the amount provided for in Section 3 above, the PUBLIC BODY shall promptly remit to the MTA such excess amounts. PUBLIC BODY's covenant to repay such excess amounts shall survive the termination of this Agreement. The PUBLIC BODY shall retain on file all records relating to the Project for three 3) years after project settlement and closeout. The retention period starts upon notification by the MTA that the federal project has been closed out on a statewide basis regardless of the close of the project period.

SECTION 13 - FEDERAL REGULATIONS

Exhibit A, Special Section 5333 (b) Warranty, also a part of this Agreement, establishes requirements concerning the impact of the Project upon employees of the GRANTEE or other surface transportation providers.

SECTION 14 – THE SUBGRANTEE AGREEMENT

This SUBGRANTEE AGREEMENT consists of:

This Public Transportation Capital SUBGRANTEE AGREEMENT (Section 1 – 25) Grant Application

Appendix A, Project Budget and Description Exhibit A: Special Section 5333(b)Warranty

FTA Master Agreement

Exhibit B: Guidelines for Project Administration Exhibit C: Authorized Designee for the Project

SECTION 15 - APPLICABLE LAWS

The PUBLIC BODY shall comply with all applicable Federal, State and local laws in expending Grant funds and in conducting the Project.

The term of this Agreement shall commence upon signing hereof and shall terminate when all payments of the Grant, as defined in Section 2, have been paid.

SECTION 16 - SUSPENSION AND TERMINATION

MTA reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate all or in part, if:

- (a) PUBLIC BODY fails to fulfill any of the terms of this Agreement;
- (b) PUBLIC BODY violates or fails any of the terms of this Agreement; or
- (c) Funds are not appropriated by the General Assembly of Maryland to fund this Grant.

Termination of this Agreement will not invalidate obligations properly incurred by the PUBLIC BODY prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from MTA (on behalf of MDOT) of any or all funds, or the closing out of MDOT and/or MTA's financial participation under this Agreement, shall not constitute a waiver of any claim which MDOT and/or MTA may otherwise have arising out of this Agreement. If, upon termination of this Agreement, it is determined by the MDOT and/or MTA that funds are due to MDOT and/or MTA, the PUBLIC BODY shall promptly remit such amount to MTA within forty-five (45) days following written notification to the PUBLIC BODY. The PUBLIC BODY's agreement to remit any excess Grant funds to the MDOT and/or MTA shall survive the termination of this Agreement.

In addition to the MDOT and/or MTA's remedies under Section 15, MDOT and/or MTA may proceed to protect and enforce all rights available to it, buy suit in equity, action in law or by any other appropriate proceedings, any or all which may be exercised contemporaneously with each other and all of which rights and remedies shall survive termination of this Agreement.

SECTION 17 - HOLD HARMLESS

To the extent permitted by the laws of the State of Maryland, existing appropriations or available insurance coverage and expressly subject to Section 5-301 et seq. of the Court and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the Local Government Tort Claims Act, and except in the event of the Grantor's negligence or willful misconduct, Grantee shall protect, indemnify, and defend and hold harmless, and shall require in its agreements with contractors and subcontractors that they shall protect, indemnify, defend and hold harmless Grantor, its officers, agents, employees, successors and assigns or contractors, against and with respect to any and all liabilities arising out of or in any way connected with the exercise or performance by Grantee (or its agents, officers, employees, successors or assigns or contractors) of any of its rights or obligations hereunder.

SECTION 18 - MARYLAND LAW

The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

SECTION 19 - PAYMENTS

All payments hereunder by the MDOT and/or MTA to the PUBLIC BODY are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, as amended and supplemented.

SECTION 20 - STATE DRUG AND ALCOHOL

MDOT and MTA and the PUBLIC BODY comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and must remain in compliance throughout the term of this Agreement.

SECTION 21 - NON-DISCRIMINATION

MDOT, MTA and the PUBLIC BODY certify that they prohibit, and covenant that they will continue to prohibit discrimination on the basis of:

- a. age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation,
- b. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- c. the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, MDOT, MTA or the PUBLIC BODY will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual determination.

SECTION 22 - PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction,

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

SECTION 23 - AMENDMENTS

This SUBGRANTEE AGREEMENT as described in Section 14 constitutes the entire agreement between MDOT and the PUBLIC BODY. Any amendments to this SUBGRANTEE AGREEMENT, including amendments to the Project Description or the Project Budget must be made by formal amendment to the SUBGRANTEE AGREEMENT, except that reallocations of funds among budget items which do not increase the total amount of the Grant shall only require prior written authorization from the MTA and the issuance of a new Project Budget.

SECTION 24 - ASSIGNMENT

This Agreement shall inure to and bind upon parties hereto, their agents, successors, and, to the extent an assignment has been approved pursuant to Section 7 of this Agreement, their assigns.

SECTION 25 - OFFER AND ACCEPTANCE

A. Execution of Grant

This Grant may be simultaneously executed in duplicate or several counterpart originals, each of which shall be deemed to be an original having identical legal effect.

B. Offer

When dated and signed by the MTA, this instrument shall constitute an offer which should be accepted by the PUBLIC BODY by execution within sixty (60) days of such date. The MTA may withdraw any offer not accepted within the above sixty (60) days period.

within the above sixty (60) days period.	
The MTA has duly executed this offer this	day of <u>John Del</u> , 2017
WITNESS BY:	
Jehn My	Administrator and Chief Executive Officer
	Maryland Transit Administration
C. <u>Acceptance</u>	
The PUBLIC BODY does hereby ratify and agreements contained in the Application and MTA's offer and agrees to all of the terms and of the terms are the terms and the terms are the terms ar	adopt all statements, representations, warranties, covenants and supporting materials submitted to it, and does hereby accept the conditions thereof.
This day of	, 2017.
WITNESS:	
	Ву:
	Title: MICHAEL J. PANTELIDES MAYOR
Approved as to form and legal sufficiency:	Funds Available:
1 Bm kun	J. J
Assistant Attorney General Maryland Transit Administration	Chief Financial Officer/Director Of Finance Maryland Transit Administration

D. Certificate of PUBLIC BODY'S Attorney		
I, Ashley Leward , acting as A examined this Grant and the proceedings ta acceptance of the MDOT's and MTA's offer execution of this grant is in all respect due an and further that, in my opinion, said Grant cor accordance with the terms thereof. I further or litigation pending or threatened, which might terms of this Grant.	tken by the PUBLIC BODY relating to by the PUBLIC BODY has been duly d proper and in accordance with appli- enstitutes a legal and binding obligation certify that to the best of my knowledd	hereto, and find that the authorized and that the cable State and local law of the PUBLIC BODY in the cast there is no legislation
Dated this 05 day of Oct By: Island Fernand Title: Acting City Attorne	ober , 2017	
EXECUTION O	F SUBGRANTEE AGREEMENT	
There are several identical counterparts of this counterpart is to be fully signed in writing by the and the Grant Recipient, and each counterpupon full execution of this SUBGRANTEE ACT the date FTA or the Federal Government awards.	he duly authorized officials of FTA or the part is deemed to be an original having GREEMENT by the Grant Recipient, the	the Federal Government ng identical legal effect. he Effective Date will be
The Grant Recipient, by executing this SUBG ratifies all statements, representations, warr consents to this FTA Award; and agrees to AGREEMENT.	ranties, covenants, and materials it	has submitted to FTA;
Executed by the Grant Recipient this	day of	, 2017.
ATTEST:	BY:	
Signature:	Signature:	
Name (Print/Type):	Name (Print/Type): MIC	HAEL J. PANTELID

TITLE AND ORGANIZATION

MAYOR, CITY OF ANNAPOLIS
TITLE AND ORGANIZATION

APPROVED FOR FINANCIAL SUFFICIENCY:	REVIEWED AND APPROVED BY:
Brueit Willy	1/1/2
Bruce T. Miller, Director	Thomas C. Andrews, City Manager
Finance Department	

PUBLIC BODY

City of Annapolis

BUDGET NO

One (1) - Dated 9/7/2017

GRANT NO

AN25LUC2018 AN25LUC2018 AN25LUC2018 AN25LUC2018

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CAPITAL PROJECT NUMBER

1355-0940

PROJ. PERIOD

7/1/2017-6/30/2020

CFDA #:

Program Budget And Allocation of Grant Funds Fiscal Year 2018

			ESTIMATED Net Project	<u>Federal</u>	<u>State</u>	<u>Local</u>
Project No.	<u>Description</u>	Line Item	<u>Funds</u>	Funds	<u>Funds</u>	Funds
AN25LUC2018	Preventive Maintenance	-	400,000	-	360,000	40,000
AN25LUC2018	Sm Bus Replacement #2112	-	78,560	-	70,704	7,856
AN25LUC2018	Scan Tool	-	6,000	-	5,400	600
AN25LUC2018	Sm Bus Replacement #2212	-	80,290	-	72,261	8,029
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-	-	-	•	-	-	-
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	Total		564,850	0	508,365	56,485

FE	BLIC BODY: DERAL I.D. NUMBER: OJECT NUMBER(S):	52-6000 AN25LU		PHASE #:	
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PA	YMENT TO BE FORWARDED TO:	Agency/C	ounty		
		Street		<u> </u>	
		City		State	Zip Code
	Capital Program Outlays plect Budget ne Item Code		Project Expen	<u>ditures</u>	<u>Cumulative</u>
Pre	eventive Maintenance		\$,	\$
II.	Financing of Project Cost A. Total Federal Share .00 x Project Expenditure		\$		\$
	B. Total State Share .90 x Project Expenditure		\$		\$
	C. Total Local Share 10 x Project Expenditure		\$		\$
Ш.	Request for Payment Total Federal, State & Local Shares (Section II, Line A + Line B + Line C) Total Payment Now Requested				
	Submitted by:Signature:		_		

FE	BLIC BODY: DERAL I.D. NUMBER: OJECT NUMBER(S):	52-6000 AN25LL	JC2018	OHAOE 4.	
РС	A:		1355-0940		
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<u>PA</u>	YMENT TO BE FORWARDED TO:	Agency/C		- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10	
		Street			
		City		State	Zip Code
	Capital Program Outlays pject Budget se Item Code		Project Expen	<u>ditures</u>	<u>Cumulative</u>
Sm	Bus Replacement #2112		\$		\$
II.	Financing of Project Cost A. Total Federal Share .00 x Project Expenditure		\$		\$
	B. Total State Share .90 x Project Expenditure		\$		\$
	C. Total Local Share .10 x Project Expenditure		\$		\$
Ш.	Request for Payment Total Federal, State & Local Shares (Section II, Line A + Line B + Line C) Total Payment Now Requested				
	Submitted by:Signature:		_		

FE	JBLIC BODY: EDERAL I.D. NUMBER: ROJECT NUMBER(S):	City of A 52-6000 AN25LU			
			1355-0940	PHASE #:	
PC	CA:	AOBJ:			
PΑ	YMENT PERIOD:				
PΑ	YMENT TO BE FORWARDED TO:				
	THE STATE OF THE S	Agency/C	ounty		W-42-1
		Street			, <u>, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
		City	******	State	Zip Code
I.	Capital Program Outlays				
	oject Budget				
Lir	ne Item Code		Project Expen	ditures	<u>Cumulative</u>
Sc	an Tool		\$		\$
H.	Financing of Project Cost				
•••	A. Total Federal Share				
	.00 x Project Expenditure		\$		\$
	B. Total State Share				
	.90 x Project Expenditure		\$		\$
	C. Total Local Share				
	.10 x Project Expenditure		\$		\$
111.	Request for Payment				
	Total Federal, State & Local Shares				
	(Section II, Line A + Line B + Line C)		\$	 	
	Total Payment Now Requested		\$		
	Submitted by:		_		
	Signature:		<u>_</u>		
	Title:		_		
	Date:	<u>,</u>	-		

PUBLIC BODY: FEDERAL I.D. NUMBER: PROJECT NUMBER(S):		52-6000 AN25LU		PHASE #.	
PC	DA:	AOBJ:			
PA	AYMENT PERIOD:				LO-MATERIAL MATERIAL
<u>P</u> A	YMENT TO BE FORWARDED TO:		***************************************		
		Agency/C	ounty		
		Street			
		City		State	Zip Code
ı.	Capital Program Outlays				
	oject Budget 1e Item Code		Project Expend	litures	Cumulative
Sm	n Bus Replacement #2212		\$		\$
II.	Financing of Project Cost A. Total Federal Share .00 x Project Expenditure		\$		\$
	B. Total State Share .90 x Project Expenditure		\$		\$
	C. Total Local Share .10 x Project Expenditure		\$	<u> </u>	\$
III.	Request for Payment Total Federal, State & Local Shares (Section II, Line A + Line B + Line C)	•••••••••••••••••••••••••••••••••••••••	\$		
	Total Payment Now Requested		\$		
	Submitted by: Signature: Title:		.		

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

FISCAL YEAR 2018 **OPERATING GRANT AGREEMENT**

GRANT	NUMBERS	FEDERAL
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GRANT NUMBERS STATE

AN25LUO2018

AN25ADAO2018

PUBLIC BODY

City of Annapolis

PROJECT TIME PERIOD

7/1/2017-6/30/2018

PROJECT DESCRIPTION

Large Urban Operating

ADA Operating

CFDA#

	FEDERAL PROJECTS	STATE PROJECTS
ESTIMATED NET PROJECT COST	0	2,812,022
FEDERAL SHARE	0	0
STATE SHARE	0	1,238,625
LOCAL SHARE	0	368,790
LOCAL OVERMATCH	0	1,204,607

This Grant Agreement by and between City of Annapolis (hereinafter referred to as the "PUBLIC BODY") and the MARYLAND DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "MDOT"), an instrumentality of the State of Maryland, and the Maryland Transit Administration (hereinafter referred to as "MTA"), a modal agency of MDOT.

WITNESSETH:

WHEREAS, pursuant to Section 2-103 (i) (2) of the Transportation Article, Annotated Code of Maryland, the Secretary of Transportation (hereinafter referred to as "the Secretary"), to the extent permitted by the State budget, is authorized to make grants-in-aid to any governmental transportation agency within the State of Maryland, including any county agency, bi-county agency, multi-jurisdictional agency or municipal agency, or any other person for any transportation related purpose; and

WHEREAS, pursuant to Section 2-103 (i) (1) of the Transportation Article, Annotated Code of Maryland, the Secretary has the authority to apply for and receive grants; and

WHEREAS, pursuant to Section 7-204(e) of the Transportation Article, Annotated Code of Maryland, the MTA has the authority to apply for and receive grants; and

WHEREAS the MTA has been designated as the recipient of Federal Transit Act grant funds to local political subdivisions to fund operating expenses associated with the provision of transportation services; and

WHEREAS, pursuant to Section 7-202(b)(2) of the Transportation Article, Annotated Code of Maryland, the Secretary has delegated to and authorized the Administrator of the MTA (hereinafter referred to as "Administrator") to be the authorized agent to act on behalf of the Secretary to administer the Federal Transit Administration (FTA)'s grant programs and to administer grants to the designated recipients; and

WHEREAS, in accordance with Maryland's Operating Assistance Program and with the public transportation programs for Maryland's urban and non-urbanized areas, the MTA will provide to qualifying local public agencies within the State of Maryland federal funds granted to the MTA by Federal Transit Administration (FTA) together with State funds to assist in financing the net operating costs of approved public transportation projects in accordance with MDOT's program pursuant to Section 2-103.3 of the Transportation Article, Annotated Code of Maryland and with MTA's program formulas;

WHEREAS, the PUBLIC BODY has applied to the MTA for operating assistance under the terms and conditions of the MTA's programs to assist in providing improved transportation services, and,

WHEREAS, the MTA has applied for and received Federal Grants from the FTA under the provision of Section(s) of the Federal Transit Act, Amendments of 1991, to assist the funding of the public transportation service described on the first page of this grant; and

WHEREAS, the MTA has reviewed the application and the supporting documents submitted by the PUBLIC BODY and has approved the application as submitted and the Secretary has agreed to make this grant; and

WHEREAS, the Secretary has authorized the Administrator (a) to execute grant agreements on behalf of the Maryland Transit Administration with the U.S. Department of Transportation for aid in the financing of operating and planning expenses and capital improvements of projects and budgets; and (b) to enter into grant agreements and award grants to sub-grantees for aid in the financing of the sub-grantees' operating and planning expenses and capital improvement projects.

The MTA HEREBY makes a grant to the PUBLIC BODY for the purpose stated herein and subject to all the conditions set forth herein. Pursuant to its delegated authority, MTA will administer the grant as provided in this Agreement. MTA is committed to carrying out the federal grant program and ensuring that all applicable federal requirements are met.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1 - PURPOSE OF GRANT

The purpose of this Grant is to provide for the undertaking of a public transportation service (hereinafter referred to as the "Project") with financial assistance (hereinafter referred to as "Operating Assistance") to the PUBLIC BODY under MTA's public transportation program for the Projects contained in this agreement and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken. The Operating Assistance provided by this Grant consists of a combination of federal, as provided for in a contract executed between FTA and the MTA, and State funds provided by the MDOT and Local funds provided by City of Annapolis.

With respect to the federal funds provided to the MTA for the Project, the PUBLIC BODY is deemed by FTA to be a "subgrantee".

SECTION 2 – THE PROJECT

The Project involves the continued or improved operation of the public transportation of the PUBLIC BODY for the time period stated on page one (1).

The PUBLIC BODY agrees to undertake and complete the Project substantially as described in its application, filed with and approved by the MTA and the Secretary, incorporated in this Grant by reference, and in accordance with the terms and conditions of this Grant.

SECTION 3 - OPERATING ASSISTANCE

In order to assist the PUBLIC BODY in financing the eligible net cost of its Project, such net project cost estimated to be the amount appearing on page one (1) of this Grant, the MTA will provide Operating Assistance for the period 7/1/2017-6/30/2018 as follows:

- A. Federal funds granted to the MDOT/MTA by FTA are not to exceed the amounts shown on page 10 and,
- B. State funds are not to exceed the amounts shown on page 10.

The PUBLIC BODY agrees that it will provide local public funds from sources other than federal funds, (except approved unrestricted federal funds) or from revenues from the Project in an amount sufficient, together with the Operating Assistance to assure payment of the actual Net Project cost.

SECTION 4 – NET PROJECT COST

The Net Project Cost shall be the amount of the total eligible project expenses that exceed the total eligible project income, as determined by the MTA. The estimated Net Project cost is shown on the first page of this Agreement.

SECTION 5 - THE PROJECT BUDGET

The Project Budget and Allocation of Operating Assistance is incorporated herein as Appendix A. Reallocation of Capital Assistance funds between budget items during the Project Time Period which does not increase the maximum amount of funds provided, will require prior approval by the MTA.

SECTION 6 - COMPENSATION AND METHOD OF PAYMENT

The total amount of Operating Assistance will be paid by the MTA on behalf of MDOT to the PUBLIC BODY. Payment will be made upon receipt and approval by the MTA of a Request for Payment submitted by the PUBLIC BODY in conformity with Section D, paragraph two, of the "Guidelines for Project Administration," which is attached as Exhibit B to this Grant Agreement.

Notwithstanding anything herein to the contrary, the MTA shall not provide the Operating Assistance described in Section 3 in the event that:

- the PUBLIC BODY has not executed a contract for the Project as described in Appendix A within the fiscal year of the Project Budget; or
- 2. the PUBLIC BODY does not submit a Request for Payment under Section 3 of this Agreement within sixty (60) days after delivery/completion and acceptance of the Project.

SECTION 7 - CONTRACTS UNDER THIS GRANT

Prior to execution, the PUBLIC BODY shall submit to the MTA for its review and approval any third party contract proposed to be executed in accordance with this section in conformity with Section C, paragraph 2 of the "Guidelines for Project Administration," which is attached as Exhibit B to this Grant Agreement.

SECTION 8 - NO MTA OBLIGATIONS TO THIRD PARTIES

Neither MDOT nor the MTA shall be subject to any obligations or liabilities by contractors of the PUBLIC BODY or their subcontractors or any other person not a party to this Grant in connection with the performance of the Project pursuant to the provisions of this Grant without the specific consent of the MTA and MDOT and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

SECTION 9 – REPORTS AND RECORDS

The PUBLIC BODY shall submit to the MTA such progress narrative, financial and statistical reports relative to the Project in a form and at such times as prescribed by the MTA in Section D, paragraph 3 of the "Guidelines for Project Administration," which is attached as Exhibit B to this Grant Agreement.

SECTION 10 – DOCUMENTATION OF PROJECT COSTS

The PUBLIC BODY shall assure that all costs charged to the Project, including any approved services contributed by the PUBLIC BODY or others, are supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges as described in Section D, paragraph 4 of the "Guidelines for Project Administration," which is attached as Exhibit B to this Grant Agreement.

SECTION 11 - PROJECT ADMINISTRATION

The PUBLIC BODY shall designate a Project Director to act on its behalf in the negotiation of matters arising out of the Grant Agreement and to assume supervisory responsibility for the administration of the Project.

The PUBLIC BODY shall administer the Project in accordance with the "Guidelines for Project Administration," which is incorporated by reference in this Grant Agreement and attached as Exhibit B.

The Administrator of the MTA or his designee shall be the authorized agent to act on behalf of the Secretary, MDOT, and the MTA in the administration of this Grant. The Administrator's designee for the project is named in Exhibit C to this Agreement.

SECTION 12 - PROJECT SETTLEMENT AND CLOSE-OUT

The MTA may utilize a final audit of the Project to determine the final financial settlement of the Project. If it is determined, as a result of audit, that the MTA has made payments in excess of the amount provided for in Section 3 above, the PUBLIC BODY shall promptly remit to the MTA such excess amounts. PUBLIC BODY's covenant to repay such excess amounts shall survive the termination of this Agreement. The PUBLIC BODY shall retain on file all records relating to the Project for three (3) years after Project settlement and closeout. The retention period starts upon notification by the MTA that the federal project has been closed out on a statewide basis regardless of the close of the project period. If any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained beyond the three-year period until all litigation, claims, or audit finding involving the records have been resolved.

SECTION 13 - FEDERAL REGULATIONS

Exhibit A, Special Section 5333 (b) Warranty, also a part of this Agreement, establishes requirements concerning the impact of the Project upon employees of the GRANTEE or other surface transportation providers.

SECTION 14 - THE GRANT AGREEMENT

This Grant Agreement consists of:

This Public Transportation Operating Grant Agreement (Section 1 – 25) Grant Application
Appendix A, Project Budget and Description
Exhibit A: Special Section 5333(b)Warranty
FTA Master Agreement

Exhibit B: Guidelines for Project Administration Exhibit C: Authorized Designee for the Project

SECTION 15 - APPLICABLE LAWS

The PUBLIC BODY shall comply with all applicable Federal, State and local laws in expending Grant funds and in conducting the Project.

The term of this Agreement shall commence upon signing hereof and shall terminate when all payments of the Grant, as defined in Section 2, have been paid.

SECTION 16 - SUSPENSION AND TERMINATION

MTA reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate all or in part, if:

- (a) PUBLIC BODY fails to fulfill any of the terms of this Agreement;
- (b) PUBLIC BODY violates or fails any of the terms of this Agreement; or
- (c) Funds are not appropriated by the General Assembly of Maryland to fund this Grant.

Termination of this Agreement will not invalidate obligations properly incurred by the PUBLIC BODY prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from MTA (on behalf of MDOT) of any or all funds, or the closing out of MDOT and/or MTA's financial participation under this Agreement, shall not constitute a waiver of any claim which MDOT and/or MTA may otherwise have arising out of this Agreement. If, upon termination of this Agreement, it is determined by the MDOT and/or MTA that funds are due to MDOT and/or MTA, the PUBLIC BODY shall promptly remit such amount to MTA within forty-five (45) days following written notification to the PUBLIC BODY. The PUBLIC BODY's agreement to remit any excess Grant funds to the MDOT and/or MTA shall survive the termination of this Agreement.

In addition to the MDOT and/or MTA's remedies under the state and federal programs as described in Appendix A, MDOT and/or MTA may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all which may be exercised contemporaneously with each other and all of which rights and remedies shall survive termination of this Agreement.

SECTION 17 - HOLD HARMLESS

To the extent permitted by the laws of the State of Maryland, existing appropriations or available insurance coverage and expressly subject to Section 5-301 et seq. of the Court and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the Local Government Tort Claims Act, and except in the event of the Grantor's negligence or willful misconduct, Grantee shall protect, indemnify, and defend and hold harmless, and shall require in its agreements with contractors and subcontractors that they shall protect, indemnify, defend and hold harmless Grantor, its officers, agents, employees, successors and assigns or contractors, against and with respect to any and all liabilities arising out of or in any way connected with the exercise or performance by Grantee (or its agents, officers, employees, successors or assigns or contractors) of any of its rights or obligations hereunder.

SECTION 18 - MARYLAND LAW

The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

SECTION 19 - PAYMENTS

All payments hereunder by the MDOT and/or MTA to the PUBLIC BODY are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, as amended and supplemented.

SECTION 20 - STATE DRUG AND ALCOHOL

MDOT and MTA and the PUBLIC BODY comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and must remain in compliance throughout the term of this Agreement.

SECTION 21 - NON-DISCRIMINATION

MDOT, MTA and the PUBLIC BODY certify that they prohibit, and covenant that they will continue to prohibit discrimination on the basis of:

- a. age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation,
- b. sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- c. the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, MDOT, MTA or the PUBLIC BODY will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual determination.

SECTION 22 - PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction,

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

SECTION 23 – AMENDMENTS

This Grant Agreement as described in Section 14 constitutes the entire agreement between MDOT and the PUBLIC BODY. Any amendments to this Grant Agreement, including amendments to the Project Description or the Project Budget must be made by formal amendment to the Grant Agreement, except that reallocations of funds among budget items which do not increase the total amount of the Grant shall only require prior written authorization from the MTA and the issuance of a new Project Budget.

SECTION 24 – ASSIGNMENT

This Agreement shall inure to and bind upon parties hereto, their agents, successors, and, to the extent an assignment has been approved pursuant to Section 7 of this Agreement, their assigns.

SECTION 25 - OFFER AND ACCEPTANCE

A. Execution of Grant

This Grant may be simultaneously executed in duplicate or several counterpart originals, each of which shall be deemed to be an original having identical legal effect.

B. Offer

When dated and signed by the MTA, this instrument shall constitute an offer which should be accepted by the PUBLIC BODY by execution within sixty (60) days of such date. The MTA may withdraw any offer not accepted within the above sixty (60) days period. Upon acceptance of the offer, the effective date of the Grant shall be the date on which this offer was executed by the MTA.

The MTA has duly executed this offer this	day of 2017
WITNESS BY:	
Jehn Mrky/	Administrator and Chief Executive Officer Maryland Transit Administration
C. Acceptance	
	and adopt all statements, representations, warranties, covenants and n and supporting materials submitted to it, and does hereby accept the s and conditions thereof.
This day of	, 2017.
WITNESS:	
	By:
	Title: MICHAEL J. PANTEUDES MAYOR
Approved as to form and legal sufficiency:	Funds Available:
1 Bm fin	II. Q. Q
Assistant Attorney General Maryland Transit Administration	Chief Financial Officer/Director Of Finance Maryland Transit Administration

Certificate of PUBLIC BODY'S Attorney	
examined this Grant and the proceedings taken by the acceptance of the MDOT's and MTA's offer by the PL execution of this grant is in all respect due and proper a and further that, in my opinion, said Grant constitutes a accordance with the terms thereof. I further certify that or litigation pending or threatened, which might affect the terms of this Grant.	e PUBLIC BODY relating thereto, and find that the BLIC BODY has been duly authorized and that the and in accordance with applicable State and local law legal and binding obligation of the PUBLIC BODY in to the best of my knowledge, there is no legislation
By: Colony Jeans Title: Acting City Attorney	, 2017
EXECUTION OF GRA	ANT AGREEMENT
There are several identical counterparts of this Grant A is to be fully signed in writing by the duly authorized of Grant Recipient, and each counterpart is deemed to be execution of this Grant Agreement by the Grant Recipied Federal Government awarded Federal assistance for the	officials of FTA or the Federal Government and the pe an original having identical legal effect. Upon full pient, the Effective Date will be the date FTA or the
The Grant Recipient, by executing this Grant Agreem statements, representations, warranties, covenants, an FTA Award; and agrees to all terms and conditions set	d materials it has submitted to FTA; consents to this
Executed by the Grant Recipient this	_ day of, 2017.
ATTEST:	BY:
Signature:	Signature:
Nome (Drint(Time)	Nama (Drint/Tuna): & A () A S () T PARYTE () TO

D.

TITLE AND ORGANIZATION

MAYOR CITY OF ANNAPOLIS
TITLE AND ORGANIZATION

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:

Bruce T. Miller, Director Finance Department

Thomas C. Andrews, City Manager

PUBLIC BODY City of Annapolis

BUDGET NO One (1) – Dated 9/8/2017

GRANT NO

-

AN25LUO2018 AN25ADAO2018

-

PROJ. PERIOD 7/1/2017-6/30/2018

CFDA#

Program Budget And Allocation of Grant Funds Fiscal Year 2018

			ESTIMATED Net Project	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>Local</u>
Project No.	<u>Description</u>	<u>Line Item</u>	<u>Funds</u>	<u>Funds</u>	<u>Funds</u>	<u>Funds</u>	Overmatch*
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
~	•	-	-	-	-	•	-
-	-	=	•	-	-	-	•
•	•	•	-	-	-	•	-
AN25LUO2018	Large Urban Operating	-	2,575,892	-	1,040,243	346,748	1,188,901
AN25ADAO2018	ADA Operating	•	236,130	-	198,382	22,042	15,706
-	-	-		-	-	-	
-	-	-	-	-	-	-	•
-	÷	-	-	.=	-		-
	Total		2,812,022	0	1,238,625	368,790	1,204,607

^{*}Local Funds plus Local Overmatch equals local shown in ATP, which will cover the actual cost of the service.

	GRANTEE: FEDERAL ID NO. PROJECT NUMBER: ADDRESS:	City of Annapolis 52-6000764 AN25LUO2018		AN25		
	PCA:	AOBJ:		Current	Compositors	
l.	OPERATING REVENUE	E AND EXPENSE SUMMARY		Current Period	<u>Cumulative</u> <u>This FY</u>	
	A. Eligible Operating Ex		_to	\$	\$	
	Total Expen	ses	***************************************	\$	\$	
B. Operating & Other Revenue Not Includable as Local Share						
	Actual from:		_ to	\$	\$	
	Total Reven	ue	······································	\$	\$	
	C. Total Net Project Co.	St (Section I, Line A - Line B)		\$		
II.	FINANCING OF ESTIM	ATED NET PROJECT COST				
	A. Total Federal Share	et Cost		¢	ф.	
				φ	Φ	
	B. <u>Total State Share</u> .7500 x Net Projec	t Cost		\$	\$	
	C. <u>Total Local Share</u> .2500 x Net Project	t Cost		\$	\$	
Itemize Local Share by Source						
				\$ \$		
				\$		
11.	REQUESTED PAYMEN					
Total Federal, State & Local Shares (Section II, Line A + Line B + Line C + Line D) \$						
	Total Payment Now Requested					
		Submitted by:				
		Signature:		_		
		Title:		_		
		Date:		This shall		

	GRANTEE: FEDERAL ID NO. PROJECT NUMBER: ADDRESS:	City of Annapolis 52-6000764 AN25ADAO2018		AN25		
	PCA:	AOBJ:		Current	<u>C</u> umulative	
1.	OPERATING REVENUE	E AND EXPENSE SUMMARY		Period	This FY	
	A. Eligible Operating Ex Actual from:		_to	\$	\$	
	Total Expens	ses		\$	\$	
	B. Operating & Other Re Actual from:	evenue Not Includable as Loc	al Share _ to	\$		
	Total Reven	ue				
		St (Section I, Line A - Line B)				
II.		ATED NET PROJECT COST				
	A. <u>Total Federal Share</u> .0000 x Net Project	t Cost		\$	\$	
	B. <u>Total State Share</u> .9000 x Net Project	t Cost		\$	\$	
	C. <u>Total Local Share</u> .1000 x Net Project	t Cost		\$	\$	
	D. Local Overmatch			\$		
	Itemize Local Share I	<u>oy Source</u>		\$		
	-			\$ \$		
III.	REQUESTED PAYMEN					
Total Federal, State & Local Shares (Section II, Line A + Line B + Line C + Line D) \$						
	Total Payment Now Requested			\$		
		Submitted by:		_		
		Signature;		_		
		11tte:				
		Date:		_		