

GA-36-16

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: J. Rick Gordon Dept: Transportation Phone: 410-263-7964

This is a request to

- review, approve, and/or sign a grant agreement/award
other

Grant title: State Shuttle Services

Grantor: State of Maryland (Dept. of General Services) Amount: \$ 265,000

Attestation:

- Match is not required.
Match is required. Match will be met in the form of services rendered;
July 1, 2016 through June 30, 2017 Shuttle Service in accordance with agreed schedule

I attest that this asset has been approved/appropriated in

Department Director signature Transportation Dept April 28, 2016 Date

Table with columns: Routing, Initials, Date In, Date Out, Comments. Rows include: originating Dept Director, Grants Coordinator, Finance Director, City Attorney, City Manager, Mayor, City Clerk, Finance Committee, Finance Dept.

Return to Originating Department

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		

This money (service fee) is provided to the City in exchange for transit services on the State Shuttle route. This shuttle service is free to any person identified as a State employee, whether or not employed at the State Government Center, and any person identified as doing business with the State. The shuttle service provides transportation from/to US Navy-Marine Corps Memorial Stadium, government offices and Church Circle with additional hours during the General Assembly. This includes stops at DNR, Court of Appeals, Visitor's Center, Circuit Court, Lawyese Mall and State Parking Garage.

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.

MODIFICATION OF AGREEMENT FOR SHUTTLE SERVICES FY 2016

This modification accomplishes the following amendments to the Agreement for Shuttle Services FY 2016, a copy of which is hereto attached:

1. Paragraph 4. Description of Services, Sub-paragraph D is amended to read: During sessions of the General Assembly, Services shall be provided until 10:00 P.M., one day of each week of the session.
2. Paragraph 5. Term: The term of this Agreement shall be for one (1) full Fiscal Year, beginning July 1, 2016 and terminating June 30, 2017. This Agreement shall be renewed Fiscal Year to Fiscal Year subject to renegotiation and agreement by the parties. If either party elects not to renew the Agreement, written notice of such election shall be provided to the other party not later than April 30th of the then current Fiscal Year.

All other terms and conditions of the FY 2016 Agreement for Shuttle Services remain unchanged.



C. Gail Bassette
Secretary
Department of General Services

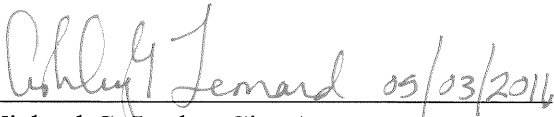
Approved for Form and Legal Sufficiency



Turhan E. Robinson
Assistant Attorney General

Michael J. Pantelides, Mayor
City of Annapolis

Approved for form and Legal Sufficiency



Michael G. Leahy, City Attorney

Ashley Leonard
Assistant City Attorney

ATTEST:

Regina C. Watkins-Eldridge, MMC,
City Clerk

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:


Bruce T. Miller, Director
Finance Department


 Thomas C. Andrews, City Manager

AGREEMENT FOR SHUTTLE SERVICES
FY 2016

THIS AGREEMENT, entered into this 15th day of June, 2015, by and between THE CITY OF ANNAPOLIS, (hereinafter referred to as "City"), a municipal corporation of the State of Maryland, and THE STATE OF MARYLAND, (hereinafter referred to as "State").

WHEREAS, the parties desire to provide transportation service in the City of Annapolis to State employees and persons doing business with the State; and

WHEREAS, the City and State believe that it is in the public interest for the City to provide transportation service in the City of Annapolis to State employees and persons doing business with the State from State controlled parking areas to State facilities in order to alleviate congestion in the downtown business area of the City, to promote public transportation and energy conservation, to consolidate and efficiently utilize public resources, and to facilitate the State's attempt to address its parking needs; and

WHEREAS, this is an excluded inter-governmental procurement under Division II of the State Finance and Procurement Article, Section 11-203(a)(2).

NOW, THEREFORE, WITNESSETH, that the parties to this Agreement for themselves, their successors and assigns, agree to the above on the following terms and conditions:

1. PAYMENT: In exchange for the Services, as described and defined in Paragraph 4 of this Agreement and Appendix 1, attached hereto and incorporated herein, the State shall pay to the City Two Hundred and Sixty-five Thousand Dollars (\$265,000.00) per year (the "Service Fee"). Payment of the Service Fee shall be received by City no later than October 15th of the Fiscal Year in which the Services are to be provided pursuant to this Agreement. Payment shall be prorated in years when service is provided for less than a full Fiscal Year.

It is the intent of both parties that the Service Fee will cover one hundred percent (100%) of the operating cost of the Services provided. During the term of this Agreement, should the City experience an increase or a decrease in operating costs, the City can propose to the State a change to the Service Fee or a change in Services to adjust for the change in operating costs, with the City providing at least ninety (90) days notice to the State. If mutually agreed the change(s) will go into affect no more than ninety (90) days from the date of initial notification of the request for change. If the parties are unable to agree, the Services and this Agreement can be terminated by the City ninety (90) days from the date of initial notification.

The State can propose a change to the Services at any time during the term of this Agreement, with the State providing at least ninety (90) days notice to the City. If mutually agreed the change will go into affect no more than ninety (90) days from the date of initial notification of the request for change. If the parties are unable to agree, the Services and this Agreement can be terminated by the State ninety (90) days from the date of initial notification by the City.

2. ACCESS TO PARKING AREAS: The State shall share with the City access to the paved parking area leased by the State from the Naval Academy Athletic Association ("NAAA") pursuant to any lease agreements between the State and the NAAA, and any other owned or leased parking areas which are to be served with the Services pursuant to this Agreement. The State shall provide to the City Office of Law and the City Department of Transportation a copy of all applicable lease agreements and the City agrees to abide by all restrictions relating to the use of such parking areas specified in those lease agreements. The State, as signatory to said lease agreements shall have sole responsibility for all commitments, financial or otherwise, as stipulated in said lease agreements and shall have sole responsibility for obtaining any necessary authorization from the NAAA or other lessor, for the City's access

to the parking areas for the purpose of providing the Services as set forth herein. The State will advise the City at least thirty (30) days in advance of any proposed changes to leased parking spaces pursuant to this Agreement.

3. ADDITIONAL SERVICES: Should the State desire additional services beyond those described in Paragraph 4 below and should such additional services increase the cost of providing the Services or substantially modify the City's existing route and/or schedule or regular Services, then such additional services shall be compensated for by the State at a rate equal to the cost of providing the additional services as defined under Paragraph 4. All revenues generated by the City in providing the Services to the State pursuant to the terms of this Agreement shall belong to the City. Should the City desire to modify the Services described in Paragraph 4, including, but not limited to, combining the Services with other City transit services, the City shall provide ninety (90) days advance notice to the State. In the event the proposed modification provides an improvement in Services to the State, such as, but not limited to, a lower cost of service or reduced wait time, such modification can be implemented by the City within ninety (90) days of notification. On the effective date of the modified service implementation, the appropriate cost reduction, if any, as determined by the City, shall also go into effect. If the parties are unable to agree on a change in the Services, the Services and this Agreement can be terminated by the City at the end of the Fiscal Year.

4. DESCRIPTION OF SERVICES: In consideration of the above, the City agrees to provide to any person identified as a State employee, whether or not employed at the State Government Center, and any person identified as doing business with the State, regularly scheduled and special transportation services, free of charge (collectively, the "Services"), subject to the following conditions, restrictions, and provisions:

A. The City shall maintain adequate State shuttle bus stops as detailed in Appendix 2, "State Shuttle Service Stops", attached hereto and incorporated

herein.

B. The hours of the City's Services shall be Monday through Friday, from 6:30 a.m. to 7:00 p.m., at a frequency no longer than twenty (20) minutes between vehicles during peak hours (7:00 to 9:00 a.m. and 3:30 to 5:30 p.m.), and thirty (30) minutes between vehicles during the remaining operational hours. No service shall be provided on Saturdays, Sundays or State Holidays.

C. State employees and visitors shall present to the driver a valid State identification card as mutually agreed upon by the City and the State for means of identification in order to receive the Services.

D. During sessions of the General Assembly, Services shall be provided until 10:00 p.m., one day of each week of session, at no additional cost to the State, upon prior written request of the State.

5. TERM: The term of this Agreement shall be for one (1) full Fiscal Year, beginning July 1, 2015 and terminating June 30, 2016. This Agreement shall be renewed Fiscal Year to Fiscal Year subject to renegotiation and agreement by the parties. If either party elects not to renew the Agreement, written notice of such election shall be provided to the other party not later than April 30th of the then current Fiscal Year.

6. EARLY TERMINATION-AT WILL: This Agreement may be terminated by either party, for any reason or no reason, upon written notice provided to the other party One Hundred Eighty (180) days in advance of the date of termination. If this Agreement is terminated pursuant to this Paragraph 6, the Service Fee shall be prorated through the date the Services terminate for the balance of the Fiscal Year as follows: (A.) if terminated by the State, the City shall reimburse the State the prorated portion of the Service Fee for that Fiscal Year within sixty (60) days following the date of written notification; or (B.) if terminated by the City, the City shall reimburse the State the prorated portion of the Service Fee for that Fiscal Year within sixty

(60) days following the date of written notification.

7. EARLY TERMINATION-LEASE TERMINATION: This Agreement shall terminate, at the discretion of the State, upon termination of the State's lease agreement with the Naval Academy Athletic Association, dated January 29, 1979 ("Lease Agreement"), or the parking facility leased by the State from the Naval Academy Association pursuant to that Lease Agreement becomes otherwise unavailable to the State for parking, provided, in the latter event, the State provides thirty (30) days advance written notice to the City of such intent to terminate this Agreement. If such parking facility becomes only temporarily unavailable, this Agreement shall suspend for the duration of such unavailability but shall not terminate, at the discretion of the State, provided written notice of such election is given by the State within the time provided in this Paragraph 7.

8. AVAILABILITY OF FUNDS: The obligations of the parties pursuant to this Agreement shall be subject to the availability of funds. If this Agreement is terminated due to unavailability of funds, both the City and the State shall be excused from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The party failing to appropriate funds or otherwise being financially unable to continue performance shall notify the other party as soon as the latter party has knowledge that funds may not be available

9. BENEFIT AND BURDEN: The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective representative, successors and assigns.

10. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

11. CAPTIONS: The captions at the beginning of each Paragraph of this Agreement are asserted only as a matter of convenience or reference purposes.

12. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto and any agreement (written or oral) hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Agreement in whole or in part unless such agreement is reduced to writing and signed by each of the parties hereto.

13. SEVERABILITY: The provisions of this Agreement are severable and if any provision, clause, sentence, section or part hereof is held illegal, invalid, unconstitutional or inapplicable to any person or circumstances, such provision shall be stricken and the balance shall remain in tact provided the State shall have paid the City for the Services as set forth herein.

14. NOTICE: Any and all notices required to be sent under this Agreement shall be sent as follows:

City:	City of Annapolis, Director of Transportation 308 Chinquapin Round Road Annapolis, Maryland 21401
With copy to:	City of Annapolis, City Attorney 160 Duke of Gloucester Street Annapolis, Maryland 21401
State:	State of Maryland, Department of General Services Annapolis, Maryland 21401

15. COMMERCIAL NON-DISCRIMINATION: To the extent applicable, as a condition of entering into the Agreement, the City represents and warrants that it shall comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State

Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the City may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the City retaliate against any person for reporting instances of such discrimination. The City shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this Paragraph shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The City understands and agrees that a material violation of this Paragraph shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the City from participating in State contracts, or other sanctions. This Paragraph is not enforceable by or for the benefit of, and creates no obligation to, any third party. [SF&P 19-114 and COMAR 21.07.01.26 (A)] As a condition of entering into this Agreement, the City represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this Agreement shall include a clause identical to this Paragraph.

To the extent applicable, as a condition of entering into the Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the City under Title 19 of the State Finance and Procurement Article, as amended from time to time, the City agrees to provide to the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the City has used in the past four (4) years on any of its contracts that were undertaken within the State of

Maryland, including the total dollar amount paid by the contractor on each subcontract or supply contract. The City further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The City understands and agrees that violation of this Paragraph shall be considered a material breach of the Agreement and may result in Agreement termination, disqualification by the State from participating in State contracts, and other sanctions. [SF&P 19-116 and COMAR 21.07.01.26 (B)]

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures by their duly authorized agents on the day first above written in Annapolis, Maryland..

Witness:

STATE OF MARYLAND

DEPARTMENT OF GENERAL SERVICES

Janaloepp
Administrator

Samuel H. Cook Jr
By: Director
Its:

Approved as to Form and Legal sufficiency:

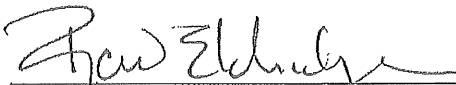
Turhan E. Robinson

Date 6/30/15

Name and Title
Turhan E. Robinson
Principal Counsel
Department of General Services
300 W. Preston Street, Room 608
Baltimore, MD 21201

ATTEST:

CITY OF ANNAPOLIS




Regina C. Watkins-Eldridge, MMC
City Clerk

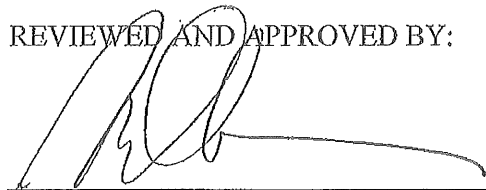
By: 

Michael J. Pantelides, Mayor (Seal)

APPROVED FOR FINANCIAL SUFFICIENCY: REVIEWED AND APPROVED BY:

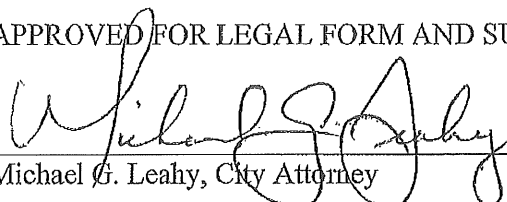


Bruce T. Miller, Director
Finance Department



Thomas Andrews, City Manager

APPROVED FOR LEGAL FORM AND SUFFICIENCY:



Michael G. Leahy, City Attorney

APPENDIX 1. FY 2016 STATE SHUTTLE COST

Time	COST			
	Regular Bus (1)	Additional Bus	Session	Total
6:30:00 AM	47.66	47.66	0.00	95.32
7:00:00 AM	95.31	95.31	0.00	190.62
8:00:00 AM	95.31	95.31	0.00	190.62
9:00:00 AM	95.31	47.66	0.00	142.97
10:00:00 AM	95.31	0.00	0.00	95.31
11:00:00 AM	95.31	0.00	0.00	95.31
12:00:00 PM	95.31	0.00	0.00	95.31
1:00:00 PM	95.31	0.00	0.00	95.31
2:00:00 PM	95.31	0.00	0.00	95.31
3:00:00 PM	95.31	0.00	0.00	95.31
4:00:00 PM	95.31	95.31	0.00	190.62
5:00:00 PM	95.31	95.31	0.00	190.62
6:00:00 PM	95.31	0.00	0.00	95.31
7:00:00 PM	0.00	0.00	95.31	95.31
8:00:00 PM	0.00	0.00	95.31	95.31
9:00:00 PM	0.00	0.00	95.31	95.31
Total Daily Cost	\$1,191.38	\$476.56	\$285.93	\$1,953.87

YEARLY COSTS

1. Regular Bus: Mon - Fri (6:30am - 7:00pm) 52 weeks

5 days x 52 weeks x Daily Cost (\$1,191.38) excluding 18
 Cost: holidays
 = **\$288,314**

Based on analysis of ridership data, state share is about 50.4253% of the cost:
\$145,383.18 (A)

Additional Services Requested by the State

2. Additional Peak Period Bus: Mon - Fri (6:30-9:30am, 4:00-6:00pm) 52 weeks

Cost: 5 days x 52 weeks x Daily Cost (\$476.56) excluding 18 holidays
 = **\$115,327.52 (B)**

3. Legislative Session Evening Bus: Mondays Only (7:00 - 10:00pm) 15 weeks

= **\$4,288.95 (C)**

TOTAL YEARLY COST TO STATE (A+B+C): \$265,000

Appendix 2
State Shuttle Service – Stops

State Shuttle

Serves the US Navy-Marine Corps Memorial Stadium, government offices and Church Circle (Downtown)

Normal Service Hours

Weekdays except major holidays, Monday to Friday, 6:30 am to 7:00 pm
Departs every 20 minutes during the “rush” hours; and every 30 minutes at other times
During sessions of General Assembly, service ends at 10:00 pm on **Mondays only**

Major Stops

From Stadium to Downtown

1. Department of Natural Resource (DNR) Building
2. Courts of Appeal
3. Visitor’s Center
4. Circuit Court
5. Lawyers Mall (Legislative Service Building)

From Downtown to Stadium

1. Lawyers Mall
2. Calvert at Bladen/Rowe Boulevard (State Parking Garage)
3. Court of Appeals
4. DNR
5. Stadium