

GA-37-16

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: J. Rick Gordon Dept: Transportation Phone: 4102637964

This is a request to

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

Grant title: Job Access and Reverse Commute (JARC) Services - FY 2017

Grantor: Anne Arundel County Department of Social Services Amount: \$ 42,568

Attestation:

- Match is not required.
Match is required. Match will be met in the form of

I attest that this asset has been approved/appropriated in FY 2017 Operating Budget

Department Director signature Transportation April 28, 2016 Dept 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		

The grant is a subsidy to support the Gold Route for fiscal year 2017. The Gold Route is from the K-Mart Store in Edgewater in the south to Anne Arundel Community College (AACC) in Arnold in the north. The route is about 17 miles one way. This route provides critical access to jobs and education in the service area but outside the City of Annapolis

Transit service is provided seven days a week. Monday to Friday schedule provides seven (7) round trips with 13 stops, starting from 6:00 a.m. to 8:00 p.m. Saturday and Sunday schedule starts from 8:00 a.m. to 8:00 p.m. with six (6) round trips

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.

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES

Anne Arundel County Department of Social Services
80 West Street
Annapolis, MD 21401

AND

City of Annapolis
Department of Transportation
308 Chinquapin Round Road
Annapolis, MD 21401

FOR

Job Access and Reverse Commute (JARC) Services

THIS AGREEMENT, effective as of July 1, 2016, is made by and between the Maryland State Department of Human Resources' Anne Arundel County Department of Social Services ("DHR/AADSS") and the City of of Annapolis Department of Transportation, hereinafter referred to as the "CONTRACTOR".

a municipal corporation of the State of Maryland, on behalf of its

The DHR/AADSS and the CONTRACTOR do mutually agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1 Subject to the continuing availability of State and /or federal funds, the DHR/AADSS shall purchase the CONTRACTOR'S services and the CONTRACTOR shall provide transportation services, "Gold Route" Edgewater to Anne Arundel Community College, in Arnold. These services shall be provided in accordance with the terms and conditions of this Agreement and the following Appendix which hereby is incorporated as part of this Agreement:

- A. Appendix : Scope of Work is not applicable to this Agreement
- B. Appendix A: Contractor's Proposal and Budget entitled Annapolis Transit Gold Route Funding Plan for FY 2017 dated April 13, 2016.

2. TERM AND TERMINATION

2.1 Performance under this Agreement shall commence on July 1, 2016, and shall continue until

*097
05/05/2016*

services are completed; but in any case no later than June 30, 2017.

2.2 The parties may agree in writing to an earlier termination date.

2.3 If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the DHR/AADSS may terminate the Agreement. Prior to terminating this Agreement, the DHR/AADSS shall give thirty (30) days prior written notice of such default, and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHR/AADSS may, by written notice given, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. The DHR/AADSS shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to the date of termination, less the amount of damages caused by the CONTRACTOR'S breach.

3. PAYMENT

3.1 The cost to the DHR/AADSS for the services to be provided by the CONTRACTOR under this Agreement shall not exceed: Forty-two thousand, Five Hundred Sixty-Eight (\$42,568.00).

3.2 Payments by the the Local Department's Fiscal Services Division shall be made promptly, and through the Financial Management Information System (FMIS), upon submission of an invoice from the CONTRACTOR. Payments will be made within 30 days after receipt of an acceptable invoice.

3.3 The CONTRACTOR'S Federal Tax Identification Number is: 52-6000764. The CONTRACTOR agrees to include this number on all invoices billed to the the Local Department's Fiscal Services Division. The DHR/AADSS may withhold payment for failure to comply with this provision.

3.4 (If applicable) Payment of these funds is conditional upon the DHR/AADSS receiving funds from: the Maryland General Assembly as specified to pay for the total cost of the services set forth in the Appendix. The DHR/AADSS will give timely notice to the CONTRACTOR in the event the DHR/AADSS does not receive the funds to pay for the total cost of the services provided under this Agreement.

4. GENERAL PROVISIONS AND CONDITIONS

4.1 The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations.

4.2 Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Inter-Governmental Agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.

4.3 As a condition of the DHR/AADSS's obligation to perform under this Agreement, the CONTRACTOR shall comply with all applicable federal, State and local governmental standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful providing of the services required of the CONTRACTOR under the terms of this Agreement.

4.4 The persons performing the services as set forth in the Appendix shall be employees of the CONTRACTOR or consultant(s) approved under Paragraph 4.5 or subcontractor(s) assigned under Paragraph 4.8. The CONTRACTOR is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees.

4.5 The DHR/AADSS shall designate Edith Harrison, Deputy Director for FIA, or designee, 80 West Street, Annapolis, MD 21401, 410-269-4603 to serve as Project Officer for this Agreement. The CONTRACTOR shall designate Kwaku Agyemang-Duah, or designee, 308 Chinquapin Round Road, Annapolis, MD 21401, 410-263-7964 Fax: 410-263-4508; KAD@annapolis.gov to serve as the CONTRACTOR'S Project Manager for this Agreement. All contact between the DHR/AADSS and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/AADSS's designated Project Officer.

The use of funds under this Agreement by the CONTRACTOR to hire consultants shall require the prior approval by the DHR/AADSS, through its Project Officer, of any such arrangement and the proposed work plan of the consultant(s) involved. (Approval is not required if the Appendix indicates the consultant's use.)

4.6 This Agreement may be amended as the DHR/AADSS and the CONTRACTOR mutually agree in writing. Except for the specific provision of the Agreement, which is thereby amended, the Agreement shall remain in full force and effect after such amendment.

Adjustments of funds between categories that do not affect the total authorized funding and are consistent with the objectives of this Agreement do not require an amendment to the Agreement. Written approval by the Project Officer, however, is required.

Extensions for Time: The Parties expressly reserve the right to extend the term of the Agreement, without additional cost to the State beyond the not to exceed amount identified in Section 3.1 herein and for services provided beyond the original term of the Agreement, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Agreement. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

4.7 The CONTRACTOR shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the CONTRACTOR shall include a clause similar to this clause in all subcontracts and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The CONTRACTOR understands that it will comply fully with provisions of the Americans with Disabilities Act ("ADA"). The CONTRACTOR agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHR/AADSS's program with respect to individuals with disabilities.

The CONTRACTOR shall:

- A. Have written policies and procedures to accommodate customers that require a reasonable accommodation. The CONTRACTOR shall provide notice to customers that they are entitled to request a reasonable accommodation based upon their disability and such notice must be easily understood by those with low literacy levels.
- B. Document each customer's need for a reasonable accommodation in the customer's case file.
- C. Attend and participate in DHR's periodic training on reasonable accommodation and/or providing services to customers with disabilities. The CONTRACTOR will be advised in advance of the time and location of the training.

4.8 The CONTRACTOR shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article §§ 10-1101 *et seq.*, and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services.

4.9 Unless otherwise provided in the Appendix, the CONTRACTOR may not, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of this Agreement without the prior written consent of the Project Officer.

4.10 Both parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to this Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.11 The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, and full access thereto. The right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DHR/AADSS. The Contractor will provide to the DHR/AADSS a copy of that part of any audit performed by university, local, State or independent auditors which relates to the performance of this Agreement and the administration of funds provided by the DHR/AADSS pursuant to this Agreement. Any additional audit information requested by the DHR/AADSS may be secured by the DHR/AADSS at its own expense using its own or the CONTRACTOR'S auditors or other State-approved auditors.

4.12 (a) The CONTRACTOR shall obtain prior written approval of the DHR/AADSS for any purchase of assets with funds paid under this Agreement, excluding ordinary office supplies, unless such purchase is described in the Appendix.

(b) Title to all property furnished by the DHR/AADSS shall remain in the DHR/AADSS. Title to equipment purchased with funds available under this Agreement shall vest in the CONTRACTOR; provided, however that title to equipment having an acquisition cost of \$500 or more per unit and a useful life of more than two years ("Capital Equipment") shall vest in the DHR/AADSS upon acquisition. The

CONTRACTOR shall provide a list of Capital Equipment acquired under this Agreement to the DHR/AADSS upon completion of the Agreement or the last renewal of this Agreement.

4.13 Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient of the services provided under this Agreement for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent, guardian, or legal representative or as required by § 4-101 *et. seq.*, General Provisions Article Maryland Annotated Code.

4.14 This Agreement, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR THE CONTRACTOR:

FOR THE DHR/AADSS:

Michael Pantelides
Signature
Michael Pantelides
Name
Mayor, City of Annapolis
Title
5/5/16
Date Signed

Signature

Name

Title

Date Signed

Thomas C. Andrews
Signature
Thomas C. Andrews
Name
City Manager
Title

Date Signed

Bruce T. Miller
Signature
Bruce T. Miller
Name
Finance Director
Title
May 2, 2016
Date Signed

APPROVED FOR FORM AND LEGAL SUFFICIENCY:
Ashley L. Leonard 05/05/2016
OFFICE OF THE CITY ATTORNEY

ATTEST:
Regina C. Watkins-Eldridge
Regina C. Watkins-Eldridge, MMC
City Clerk

Ashley Leonard
Signature

Ashley Leonard
Name

Assistant City Attorney
Title

05/03/2016
Date Signed

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL



City of Annapolis

DEPARTMENT OF TRANSPORTATION

308 Chinguapin Round Road, Annapolis, Maryland 21401

Phone: 410-263-7964 410-263-7994 Fax: 410-263-4508 Internet: transit@annapolis.gov

J. RICK GORDON, DIRECTOR

**ANNAPOLIS TRANSIT
GOLD ROUTE FUNDING PLAN FOR FY 2017**

April 13, 2016

Background

The Gold Route is from the K-Mart Store in Edgewater in the south to Anne Arundel Community College (AACC) in Arnold in the north. The route is about 17 miles one way. This route provides critical access to jobs and education in the service area but outside the city of Annapolis

Transit service is provided seven days a week. Monday to Friday schedule provides seven (7) round trips with 13 stops, starting from 6:00 a.m. to 8:00 p.m. Saturday and Sunday schedule starts from 8:00 a.m. to 8:00 p.m. with six (6) round trips (see the attached schedule). Below is the funding plan for the Gold Route using one bus.

Ridership Data (Unlinked Passenger Trips)

FY 2015: 48,793

FY 2016*: 21,505

*July 1, 2015 to March 31, 2016

Funding Plan

FY 2015 Actual

Funding Source	Amount (\$)
State Funds	\$91,403
Anne Arundel County P & Z Funds	\$16,875
Anne Arundel County DSS	\$42,568
Farebox Revenue	\$55,742
Sub-total	\$206,588
City of Annapolis	\$325,863
Total Cost	\$532,451