

GA-30-17



City of Annapolis
Office of the Mayor
160 Duke of Gloucester Street
Annapolis, MD 21401-2517

Mayor@annapolis.gov • 410-263-7997 • Fax 410-216-9284 • TDD use MD Relay or 711 • www.annapolis.gov

Grant Briefing Document

From:

Name Sally Nash Phone 410.260.2200

Department Planning and Zoning

This grant is New Annual/Repeating

This is a request to:

Review, approve, and/or sign a grant agreement/award

Other _____

Grant title Fiscal Year 2018 UPWP Contracts

Grantor Baltimore Metropolitan Council Amount \$ 48890.00

Attestation:

Match is *not* required.

Match is required. Match will be met in the form of e.g. cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency. Staff salaries

Director's signature Date June 15, 2017

Department Planning and Zoning

Routing

	Initials	Date In	Date Out	Comments
<input checked="" type="checkbox"/> Originating Dept Director	CPG	June 15, 2017		
<input checked="" type="checkbox"/> Grants Coordinator	NDP		6/15/17	
<input checked="" type="checkbox"/> Finance Director	BTM		6/16	
<input checked="" type="checkbox"/> City Attorney	signed	4/9/17		
<input checked="" type="checkbox"/> City Manager		6/16/17		
<input checked="" type="checkbox"/> Mayor		6/20/		
<input checked="" type="checkbox"/> City Clerk		4/20/		
<input checked="" type="checkbox"/> Finance Committee				
<input checked="" type="checkbox"/> Finance Dept				
<input type="checkbox"/> Return to Originating Department				

F-18-40

Grant period FY18 Amount of request or award 48890.00

Due dates June 20, 2017

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

The Baltimore Metropolitan Council is the City's Metropolitan Planning Organization. The City is a member of the executive and technical committees of the Baltimore Regional Transportation Board. The City receives pass through federal money for transportation planning from the BMC.



Grant Title Fiscal Year 2018 UPWP Contract

Grant Award (\$) 48,890.00

Originating Department(s): Planning and Zoning, Transportation, MIT

Dept Contact (Name/Phone): Sally Nash/7792

Expenditure Account	Revenue Source				Total per Expend. Type	Comments
	Federal	State	Local (Matching)	Other		
Salaries			5,778.00		5,778.00	Transportation Salary
Benefits					0.00	
Overtime					0.00	
Supplies					0.00	
Telephone					0.00	
Electricity					0.00	
Fuel and Oil					0.00	
Training & Education					0.00	
R & M - Equipment					0.00	
Special Programs					0.00	
Contract Services	48,890.00				48,890.00	
Capital Outlay					0.00	
Salaries			48,890.00		48,890.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
other (fill-in)					0.00	
Total	48,890.00	0.00	54,668.00	0.00	103,558.00	

TOTAL EXPENDITURES*: **103,558.00**

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

Match is not required.

Department Director Signature/Date

Department

Match is required. Match will be met in the form of ⁽¹⁾ Salary money from the Transportation Department, P and Z, MIT

I attest that this asset has been approved/appropriated in ⁽²⁾ FY2017 Operating Budget

Department Director Signature/Date

Department

COMMENTS:

(1) Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency.

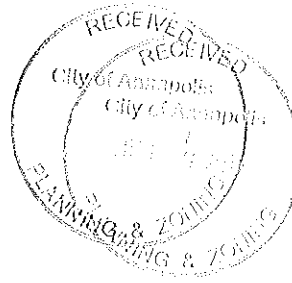
(2) Examples: FY __ operating budget, a memorandum of understanding, City Council resolution/ordinance.

Baltimore Metropolitan Council



Offices @ McHenry Row
1500 Whetstone Way
Suite 300
Baltimore, MD 21230

Telephone: (410) 732-0500
Fax: (410) 732-8248
www.baltimoremetro.org



Anne Arundel County
Baltimore City
Baltimore County
Carroll County
Harford County
Howard County

May 30, 2017

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


RE: Fiscal Year 2018 UPWP Contracts

Enclosed are four (4) copies of the FY 2018 Unified Planning Work Program (UPWP) contract for The City of Annapolis. Michael Kelly, the BMC Executive Director, executed each copy to complete the first step in finalizing the contract. Please have the appropriate officials from your jurisdiction add their signature. **After signing, keep two (2) copies for your records and return the other two (2) copies to me on or before Friday, June 16, 2017.**

Please note, Article IV Section Three of the contract, Method of Payment, now precludes any reimbursement to jurisdictions for consultant services until all associated work tasks and contract products are completed, submitted and invoiced. This section is consistent with Resolution #09-25 adopted at the May 26, 2009 meeting of the Baltimore Regional Transportation Board (BRTB). The resolution clarifies the consultant selection process local jurisdictions must follow for the retention of consultant services in support of projects funded from the UPWP.

Please take all actions necessary to get the contracts signed and returned to me quickly. The BMC letter authorizing you to proceed with your FY 2018 work program outlined in the UPWP and to invoice to the appropriate accounts, cannot be issued until the contracts are signed by all parties.

If you have any questions and/or concerns, please contact Victor Bonaparte of my staff at 410-732-0500 ext 1036. Thank you for your continued cooperation and timely action on this request.


Todd R. Lang, Director
Transportation Planning

AGREEMENT
BY AND BETWEEN
THE BALTIMORE METROPOLITAN COUNCIL, INC
AND
CITY OF ANNAPOLIS, MARYLAND

THIS AGREEMENT, entered into this 20th day of June, 2017, by and between the Baltimore Metropolitan Council (hereinafter referred to as "BMC") and City of Annapolis, Maryland, a body corporate and politic (hereinafter referred to as "City");

WITNESSETH:

WHEREAS, a Memorandum of Understanding has heretofore been executed by and between the City of Annapolis, Maryland; the Mayor and City Council of Baltimore, Maryland; Anne Arundel County, Maryland; Baltimore County, Maryland; Carroll County, Maryland; Harford County, Maryland; Howard County, Maryland; and Queen Anne County, Maryland; the Maryland Departments of Planning, Transportation and the Environment, and the Maryland Transit Administration; and the BMC wherein the parties thereto mutually agree to carry out the Unified Planning Work Program (hereinafter referred to as "Unified Program") in the Baltimore Metropolitan region; and

WHEREAS, the agencies and jurisdictions hereinabove referred to have prepared a Unified Program for Fiscal Year (FY) 2018, including a budget and work program for the continuing Transportation Planning Process and other special studies related to transportation in the City; and

WHEREAS, it is in the public interest to provide financial support for the continuing Transportation Planning Process and other special studies related to transportation in the Baltimore Metropolitan region; and

WHEREAS, the functions and responsibilities of the BMC in the performance of work to be rendered pursuant to the above referenced Memorandum of Understanding have been defined in a separate document dated July 1, 2004 entitled "Agreement Between the Maryland Department of Transportation and the Baltimore Metropolitan Council"; and

WHEREAS, the BMC wishes to work with the City on projects pertaining to the Baltimore region in conjunction with the Unified Program; and

WHEREAS, the annual budget for the Unified Program includes funding provisions from various federal and state agencies and the City for the support of transportation planning activities to be conducted by the City; and

WHEREAS, this Agreement is intended to define the general responsibilities and functions of the respective parties in the performance of the duties to be undertaken and services to be rendered and to provide for the method of compensation for the performance thereof.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for financial assistance to the City from the BMC, funded through federal and state funds and to set forth the work scopes and activities outlined in the FY 2018 Unified Program that are to be accomplished with said funds.

ARTICLE II - TERMS AND CONDITIONS

A. Unified Planning Work Program Director - The BMC Director of Transportation Planning, in accordance with procedures outlined in the July 1, 2004 "Agreement Between the Maryland Department of Transportation and the Baltimore Metropolitan Council", shall manage the Unified Program and shall monitor and coordinate the performance of the work being conducted by the City.

B. Program Coordinator - The City shall appoint a Program Coordinator who shall be responsible for:

1. The timely completion of program elements and/or tasks; and
2. The preparation and submission of quarterly progress reports by the twentieth (20th) day and quarterly invoices by the thirtieth (30th) day of the month following the end of the quarter to the BMC for each project element in which the City is participating. The report shall be made in accordance with the procedures outlined in the Agreement Between the Maryland Department of Transportation and the Baltimore Metropolitan Council.

C. Appointment of Key Personnel - For work carried out under any agreement; the Program Director shall contact the City's Program Coordinator and request that the City assign the necessary staff to perform the functions of the City for its project elements and/or tasks.

D. Subcontracts - The City may contract with consultants or other subcontractors to provide services under the Unified Program, provided the City complies with all applicable federal, state, and City consultant selection and contract requirements. The City shall submit all such proposed contracts to the BMC for review and approval prior to the execution of such contracts.

E. Termination of Agreement - If, through any cause, the City shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the City shall violate any of the covenants, articles, or stipulations of this Agreement, the BMC shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice to the City of such termination and the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the City shall, at the option of the BMC, become the property of the BMC, and the City shall be entitled to be reimbursed for actual costs incurred up to and including the day of termination.

F. Termination for Convenience of the BMC or the City - The BMC or the City may terminate this Agreement at any time without cause as of the date of notice in writing when such notice is received by the other party. In that event, all finished or unfinished documents and other materials, as described in Sub-Section E above shall, at the option of the BMC, become BMC property. The City shall be reimbursed for actual costs incurred up to and including the date of termination.

G. Quarterly Progress Reports - The City shall submit quarterly progress reports in support of quarterly invoices, as hereinafter required, in the form and substance as required by the Program Director and specified in the Agreement Between the Maryland Department of Transportation and the Baltimore Metropolitan Council.

H. Audit and Inspection - The City shall compile and maintain such records as shall from time to time be required by the BMC. The City shall permit the authorized representatives of the BMC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the City relating to its performance under this Agreement. Audits will be conducted in accordance with standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, as well as all applicable revisions and supplements.

I. Equipment Purchase - The Program Director must approve all equipment purchased using Unified Program funds. The purchase request should be in writing and include a description and the cost of the equipment. Equipment purchased with

federal funds is subject to all appropriate federal regulations, including record keeping for the equipment.

ARTICLE III - SCOPE OF WORK

The City shall be responsible for the performance of the work requirements of those parts of the FY 2018 Unified Program that are set forth in Worksheets A through D which are attached hereto and incorporated as part of this Agreement.

The preparation of detailed work programs, Worksheets, and budgets for the above specified projects shall be the responsibility of the Project Coordinator. Before any work is performed by the City staff for any project, the Project Coordinator must: (a) approve the specific and detailed proposed work program, schedule, and budget; and (b) issue a Notice to Proceed.

ARTICLE IV - COMPENSATION

Section One - Payment for Services

The estimated total cost for performing the work specified in Article III of this Agreement is Forty-Eight Thousand Eight Hundred Ninety Dollars (\$48,890). The BMC will reimburse the City for the actual cost involved in the complete and satisfactory performance of the work up to, but not to exceed, Thirty-Nine Thousand One Hundred Twelve Dollars (\$39,112), all of which will be federal funds. The remaining actual cost of performing these services will be provided by the City. The reimbursable cost and the percent reimbursable for each project shall not exceed the figures shown in Worksheet "A" of this Agreement. The BMC will only reimburse the City for actual costs incurred in accordance with Office of Budget and Management Circular A-102. The estimated breakdown of the City's staff participation is listed in Worksheet "B" of this Agreement.

Section Two - Source of Funds

Worksheet "A" of this Agreement indicates the sources of funds to be utilized by the City for the performance of the work set forth in Article III of this Agreement, including those funds to be reimbursed by the BMC and the minimum funds to be allocated by the City. It is understood that should federal and state agencies either not approve or change the total budget for the Unified Program in the Baltimore region during FY 2018 or should any of the assumed federal or state funds not be available, the maximum limit to be expended for the affected projects and, hence, for the entire Agreement, shall be reduced accordingly and proportionally.

Section Three - Method of Payment

The City shall submit invoices to the BMC for the costs incurred in completing the work reported. Each project invoice shall be submitted in the form and substance as required by the Program Director. The City shall submit to the Program Director, as part of each project invoice, a summary of the time spent by personnel who worked under this Agreement during the time being reported.

Upon acceptance and approval by the BMC of the quarterly progress reports, invoices, and summaries of time spent by City personnel, the BMC shall forward the invoice to the Maryland Department of Transportation for reimbursement.

For services approved under the Unified Program for provision by consultants, the BMC shall forward the invoice to the Maryland Department of Transportation for reimbursement, only after all work tasks and contract products, as outlined in the consultant contract, are completed, submitted and invoiced.

Upon receipt of reimbursement by the BMC, the BMC shall reimburse the City for the projects. The reimbursements shall be based on the percent reimbursable as shown in Worksheet "A" of this Agreement. The total reimbursement by the BMC to the City for each project shall not exceed the reimbursable cost for each project as shown in Worksheet "A" of this Agreement.

ARTICLE V - NONDISCRIMINATION

Section One - Equal Employment Opportunity

The City shall comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of said Department of Transportation (Title 49, Code of Federal Regulations, Part 21), including the current Federal-Aid Policy Guide, as well as all applicable revisions and supplements.

The City shall comply with the requirements of Section 19-114 of the State Finance and Procurement Article of the Annotated Code of Maryland, any amendments thereto, and any executive order barring discrimination. Further, in accordance with these requirements, as a condition of entering into this Agreement the City represents and warrants that it will 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 clause 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 clause 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 clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The City will permit access to its books, records, and accounts by the BMC for purposes of investigation to ascertain compliance with this Article.

In the event of the City's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, in whole or in part, by written notice from the BMC and the City may be declared ineligible for further agreements with the BMC.

The City will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The City will take such action with respect to any subcontract or purchase order as the BMC may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the City becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the BMC, the City may request the BMC to enter into such litigation to protect the interest of the BMC.

Section Two - Disadvantaged Business Enterprise

The City shall comply with the following "Disadvantaged Business Enterprise" clause stated in the Federal Transit Administration Master Agreement (hereinafter referred to as "FTA Master Agreement"), at Section 12, Part E. In connection with the performance of this contract (the Agreement), the contractor (the City) will cooperate with the project sponsor (the BMC) in meeting their commitments and goals with regard to facilitating participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises (DBEs).

ARTICLE VI - CHANGES

The BMC may, at any time by a written order, make changes in the work and services to be performed under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under the Agreement or in the time required for its performance, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly.

ARTICLE VII -DURATION OF AGREEMENT CONTINGENT UPON FUNDING

A. This Agreement shall be effective as of July 1, 2017 and it shall continue in full force and effect through June 30, 2018 unless otherwise modified or extended by a written agreement executed by all parties, or unless otherwise terminated pursuant to the provisions of Articles II and V hereinabove set forth.

B. This Agreement is contingent upon the availability of federal and/or state funds, and in the event funding is not received, this Agreement shall be null and void, and the BMC shall be under no obligation on account of this Agreement.

ARTICLE IX - RESPONSIBILITY FOR COMPLIANCE WITH FEDERAL REQUIREMENTS

In the performance of its obligations under this Agreement, the City, its agents, employees, and assigns shall comply with all federal requirements, including but not limited to, those contained in the FTA Master Agreement and those set forth in the current Federal-aid Policy Guide, as well as all applicable revisions and supplements.

ARTICLE X - TITLE VI

The City shall comply with all of the requirements imposed by Title VI of the Civil Rights Act of 1964 and with the Regulations of the U.S. Department of Transportation relative to non-discrimination and maximum opportunities for Minority Business Enterprises (MBE) in all activities related to this Agreement. These actions are described in 49 CFR Part 21, "Non-Discrimination in Federally Assisted Programs of the Civil Rights Act of 1964" and Part 23 "Participation by Minority Business Enterprise in Department of Transportation Program."

ARTICLE XI - EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts each of which will be deemed to be an original having identical effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

It is agreed and understood by all parties hereto that the execution of this Agreement and its effectiveness is contingent upon approval by the BMC and the City.

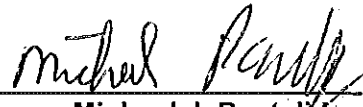
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

CITY OF ANNAPOLIS, MARYLAND

ATTEST:

By:




Michael J. Pantelides
Mayor

Approved as to form and legal sufficiency:

SEE ATTACHED
Signature

Printed Name

Title


Regina C. Watkins-Eldridge, MMC (Sec)
City Clerk

WITNESS:

BALTIMORE METROPOLITAN COUNCIL

By:



Michael B. Kelly
Executive Director

APPROVED FOR FINANCIAL SUFFICIENCY:



Bruce T. Miller, Director
Finance Department

REVIEWED AND APPROVED BY:



Thomas C. Andrews, City Manager

APPROVED FOR FORM AND LEGAL SUFFICIENCY:



OFFICE OF THE CITY ATTORNEY

CITY OF ANNAPOLIS, MARYLAND
 WORKSHEET A
 PROJECT COSTS: FEDERAL AND LOCAL SHARE
 F.Y. 2018 UPWP BUDGET

PROJECT	TOTAL	REIMBURSABLE AMOUNT	FEDERAL SHARE	LOCAL SHARE
UPWP Management	\$20,000.00	\$16,000.00	\$16,000.00	\$4,000.00
Bicycle & Pedestrian Planning	\$5,000.00	\$4,000.00	\$4,000.00	\$1,000.00
Transportation Improvement Program	\$1,270.00	\$1,016.00	\$1,016.00	\$254.00
GIS Activities	\$2,620.00	\$2,096.00	\$2,096.00	\$524.00
Transportation Data Books	\$10,000.00	\$8,000.00	\$8,000.00	\$2,000.00
Regional MTA/LOTS Bus Stop Study	\$10,000.00	\$8,000.00	\$8,000.00	\$2,000.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$48,890.00	\$39,112.00	\$39,112.00	\$9,778.00

Reimbursement rate for federal funds is 80%.

CITY OF ANNAPOLIS, MARYLAND
 WORKSHEET B
 ESTIMATED STAFF PARTICIPATION BY PROJECT
 F.Y. 2018 UPWP BUDGET

PROJECT PARTICIPANTS	PERSON WEEKS	SALARY	TOTAL
UPWP Management			
Planning Chief	2.3	\$6,000.00	
Transportation Planner	5.6	\$14,000.00	\$20,000.00
Bicycle & Pedestrian Planning			
Transportation Planner	2.0	\$5,000.00	\$5,000.00
Transportation Improvement Program			
Transportation Planner	0.5	\$1,270.00	\$1,270.00
GIS Activities			
GIS Coordinator	1.4	\$2,358.00	
Transportation Planner	0.1	\$262.00	\$2,620.00
Transportation Data Book			
Coordinator	1.9	\$5,000.00	
Transportation Planner	2.0	\$5,000.00	\$10,000.00
Regional MTA/LOTS Bus Stop Study			
Coordinator	0.0	\$0.00	
Transportation Planner	4.0	\$10,000.00	\$10,000.00
	0.0	\$0.00	\$0.00
	0.0	\$0.00	\$0.00
TOTAL STAFF BUDGET	20.0	\$48,890.00	\$48,890.00

CITY OF ANNAPOLIS, MARYLAND
 WORKSHEET C
 BUDGET BY PROJECT TASK
 F.Y. 2018 UPWP BUDGET

PROJECT TASK	TOTAL
UPWP MANAGEMENT Administration, coordination and support of the regional process.	\$20,000.00
BICYCLE & PEDESTRIAN PLANNING Will assist Bike and Ped Advisory Group in identifying opportunities to integrate Bike and Ped travel options within a regional framework.	\$5,000.00
TRANSPORTATION IMPROVEMENT PROGRAM (TIP) Update project tracking sheets, prepare new project list to be included in Regional TIP, prepare amendments to City's TIP.	\$1,270.00
GIS ACTIVITIES Coordinate and assist the Baltimore Regional GIS Committee with various outreach activities	\$2,620.00
TRANSPORTATION DATA BOOKS Develop, easily updated trend measurable; templates and first additions of transportation data books and web content	\$10,000.00
REGIONAL MTA/LOTS BUS STOP STUDY Examine MTA bus stops, routes, schedules and signage and identify passenger focused stop-specific improvements	\$10,000.00
	\$0.00
	\$0.00
TOTAL TASK BUDGET	\$48,890.00

CITY OF ANNAPOLIS, MARYLAND

WORKSHEET D

PROJECT BUDGET BY TYPE OF COST

F.Y. 2018 UPWP BUDGET

	UPWP MANAGEMENT	BICYCLE & PEDESTRIAN PLANNING	TRANSPORTATION IMPROVEMENT PROGRAM	GIS COORDINATION	TRANSPORTATION DATA BOOKS	MTA/LOTS BUS STOP STUDY	TOTAL
STAFF COSTS							
Salary & Benefits	\$20,000.00	\$5,000.00	\$1,270.00	\$2,620.00	\$10,000.00	\$10,000.00	\$48,890.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$20,000.00	\$5,000.00	\$1,270.00	\$2,620.00	\$10,000.00	\$10,000.00	\$48,890.00
NON-STAFF COSTS							
Travel/Training							
Equipment							
(including software)							
Consultant Services							
Miscellaneous							
Total Non-Staff Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL UPWP Costs	\$20,000.00	\$5,000.00	\$1,270.00	\$2,620.00	\$10,000.00	\$10,000.00	\$48,890.00