

GA-21-16

GRANT BRIEFING DOCUMENT

rev. 2/13/13

From:

Name: 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: Annual Transportation Plan (ATP) FY 2016

Grantor: Maryland Transit Administration (MTA) Amount: \$ 1,238,625

Attestation:

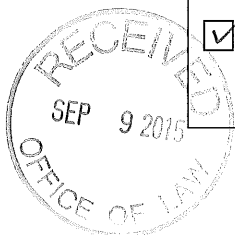
- Match is not required.
Match is required. Match will be met in the form of cash/staff time/budget

I attest that this asset has been approved/appropriated in FY 2016

Transportation Department Director signature Sept 4, 2015 Dept Date

Routing table with columns: Routing, Initials, Date In, Date Out, Comments. Includes rows for originating Dept Director, Grants Coordinator, Finance Director, City Attorney, City Manager, Mayor, City Clerk, Finance Committee, and 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 Maryland Transit Administration (MTA) administers operating funds for public transportation programs to help pay for the net operating deficit of transit operations including fixed routes and ADA complementary paratransit services. The City of Annapolis Department of Transportation has been awarded the following operating assistance funds for FY 2016:

| | |
|---|--------------------|
| Large Urban (fixed route transit operations): | \$1,040,243 |
| ADA Complementary Paratransit: | \$ 198,382 |
| TPTAL GRANT AWARD: | \$1,238,625 |

The filing of the grant application was approved by Annapolis City Council on March 23, 2015 as Resolution R-6-15 (attached).

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.



City of Annapolis

160 Duke Of Gloucester
Street
Annapolis, MD 21401

Signature Copy

Resolution: R-6-15

File Number: R-6-15

Filing of Grant Application with the Maryland Transit Administration - For the purpose of authorizing the filing of an application with the Maryland Transit Administration of the Maryland Department of Transportation for a Sections 5303, 5304, 5307, 5309, 5310, 5311, 5316, and/or 5317 grants under the Federal Transit Act for a total amount of \$1,617,093 (\$1,103,711 for transit operations; \$315,000 capital grant for transit vehicle maintenance; and \$198,382 for paratransit operating assistance).

**CITY COUNCIL OF THE
City of Annapolis**

Resolution 6-15

Introduced by: Mayor Pantelides and Alderman Budge

**Referred to:
Finance
Transportation**

Filing of Grant Application with the Maryland Transit Administration

FOR the purpose of authorizing the filing of an application with the Maryland Transit Administration of the Maryland Department of Transportation for a Sections 5303, 5304, 5307, 5309, 5310, 5311, 5316, and/or 5317 grants under the Federal Transit Act for a total amount of \$1,617,093 (\$1,103,711 for transit operations; \$315,000 capital grant for transit vehicle maintenance; and \$198,382 for paratransit operating assistance).

WHEREAS, the Maryland Transit Administration is the designated recipient in Maryland for grants under the Federal Transit Act; and

WHEREAS, the Administrator of the Maryland Transit Administration of the Maryland Department of Transportation is authorized to make grants to counties and to local governments for public transportation programs or projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that, in connection with

the filing of an application for assistance under the Federal Transit Act, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE BE IT RESOLVED BY THE ANNAPOLIS CITY COUNCIL that the filing of the application referred to above is hereby endorsed.

AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL that the City Council hereby endorses this resolution, thereby indicating approval thereof.

AND BE IT FURTHER RESOLVED BY THE ANNAPOLIS CITY COUNCIL that a copy of this resolution be sent to the Maryland Transit Administration of the Maryland Department of Transportation.

EXPLANATION

CAPITAL LETTERS indicate matter added to existing law.

~~Strikethrough~~ indicates matter stricken from existing law.

Underlining indicates amendments.

ADOPTED this 23rd Day of March, 2015.

Aye: 9 Mayor Pantelides, Alderman Budge, Alderman Paone, Alderwoman Pindell Charles, Alderwoman Finlayson, Alderman Littmann, Alderman Kirby, Alderman Pfeiffer and Alderman Arnett

THE ANNAPOLIS CITY
COUNCIL Michael J. Pantelides
Michael J. Pantelides

Date 3-30-15

ATTEST Regina C. Watkins-Eldridge
Regina C. Watkins-Eldridge, MMC

Date 3/30/15



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Larry Hogan, Governor • Boyd Rutherford, Lt. Governor
Pete K. Rahn, Secretary • Paul Comfort, Administrator

August 31, 2015

Mr. J. Rick Gordon
Director
Annapolis Department of Transportation/
Annapolis Transit
308 Chinquapin Round Road
Annapolis MD 21401

Dear Mr. Gordon:

Enclosed for your consideration is your FY 2016 operating grant agreement for funding to support public transportation services. As in years past, before we can release any of the funds associated with these grants, you will need to have these documents fully executed and returned to the Maryland Transit Administration (MTA). To ensure your funding is available in a timely manner, the requested documents should be returned to the MTA by October 2, 2015. There are no procedural changes to this year's process. The following should assist you in ensuring that the proper documentation is completed.

- Please note that there are two (2) copies of each document. Please have both copies signed by the appropriate officials. One copy should be kept in your files and one copy should be sent back to:

Ms. Linda Smith
Maryland Transit Administration
9th Floor; Room #903
6 St. Paul Street
Baltimore, MD 21202

Per Exhibit B, Section D 2.

*...Request for Payment will **only be approved** if properly submitted operating and financial reports accompany the invoice as required by MTA.*

Beginning in 1st quarter, FY16 the MTA will not process any quarterly request for reimbursement if the 2a AND quarterly reports are not submitted with the request for payment. The request will be returned to you for proper documentation and re-submission.

Mr. Rick Gordon
Page Two

Again, thank you for your continued participation in our programs. If you need more information, please contact Jeannie Fazio at 410-767-3781 or our Grants Administrator, Ms. Christy Mainley. Ms. Mainley may be reached at 410-767-3757.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elizabeth Kreider".

Elizabeth Kreider
Director, Office of Local Transit Support
Enclosure

**Maryland Department of Transportation
Maryland Transit Administration**

INSTRUCTIONS FOR EXECUTING ASSISTANCE GRANTS

Attached are two (2) copies of your Transportation Assistance Grant(s), which has been executed by the Maryland Transit Administration.

1. Both Grants should be executed by your Public Body's designated official as was done for your previously submitted Application for Assistance,
2. The Grants should then be certified by your Public Body's Attorney.
3. **DO NOT RETURN THE ATTACHMENTS TO THE MTA.**

One (1) original Grant Agreement, with the attachments, is for your files. The other original Grant Agreement, without the attachments, should be returned ASAP to:

**Nonni Stermer
Maryland Transit Administration
Office of Local Transit Support
9th Floor
6 St. Paul Street
Baltimore Maryland 21202-1614**

In the event the signed Grant cannot be returned please contact Ms. Jeannie Fazio at 410-767-3781 or jfaziol@mta.maryland.gov immediately by letter or email setting forth the reason for the delay and requesting an extension.

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION

FISCAL YEAR 2016
OPERATING GRANT AGREEMENT

GRANT NUMBERS FEDERAL -
 -
 -
 -
 -
 -

GRANT NUMBERS STATE AN25ADAO2016
 AN25LUO2016
 -
 -
 -

PUBLIC BODY City of Annapolis

PROJECT TIME PERIOD 7/1/2015-6/30/2016

PROJECT DESCRIPTION -
 -
 -
 -
 -
 ADA Operating
 Large Urban Operating
 -
 -
 -

CFDA #

| | <u>FEDERAL</u> <u>PROJECTS</u> | <u>STATE</u> <u>PROJECTS</u> |
|-----------------------------------|---|---|
| ESTIMATED NET PROJECT COST | 0 | 3,057,819 |
| FEDERAL SHARE | 0 | 0 |
| STATE SHARE | 0 | 1,238,625 |
| LOCAL SHARE | 0 | 368,790 |
| LOCAL OVERMATCH | 0 | 1,450,404 |

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) 5307, 5311 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 7/1/2015-6/30/2016 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:

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 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

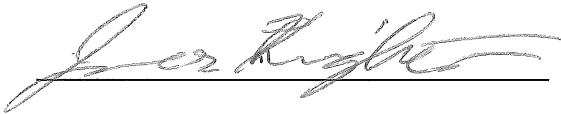
This Grant may be simultaneously executed in duplicate or several counterpart originals, each of which shall be deemed to be an original having identical legal effect.

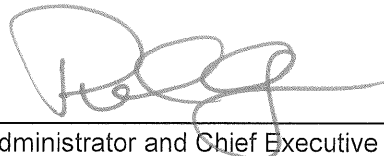
B. Offer

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 28th day of August, 2015

WITNESS BY:





Administrator and Chief Executive Officer
Maryland Transit Administration

C. Acceptance

The PUBLIC BODY does hereby ratify and adopt all statements, representations, warranties, covenants and agreements contained in the Application and supporting materials submitted to it, and does hereby accept the MTA's offer and agrees to all of the terms and conditions thereof.


This _____ day of _____, 2015.

WITNESS:

By: 


Title: Mayor

Approved as to form and legal sufficiency:



Assistant Attorney General
Maryland Transit Administration

Funds Available:



Chief Financial Officer/Director Of Finance
Maryland Transit Administration

D. Certificate of PUBLIC BODY'S Attorney

I, Ashley Leonard, acting as Attorney for the PUBLIC BODY, do hereby certify that I have examined this Grant and the proceedings taken by the PUBLIC BODY relating thereto, and find that the acceptance of the MDOT's and MTA's offer by the PUBLIC BODY has been duly authorized and that the execution of this grant is in all respect due and proper and in accordance with applicable State and local law and further that, in my opinion, said Grant constitutes a legal and binding obligation of the PUBLIC BODY in accordance with the terms thereof. I further certify that to the best of my knowledge, there is no legislation or litigation pending or threatened, which might affect the performance of the Project in accordance with the terms of this Grant.

Dated this 14th day of September, 2015

By: Ashley Leonard

Title: Assistant City Attorney

EXECUTION OF GRANT AGREEMENT

There are several identical counterparts of this Grant Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the duly authorized officials of FTA or the Federal Government and the Grant Recipient, and each counterpart is deemed to be an original having identical legal effect. Upon full execution of this Grant Agreement by the Grant Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

The Grant Recipient, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

Executed by the Grant Recipient this _____ day of _____, 2015.

ATTEST:

Signature: Melissa S. Keenan
Melissa S. Keenan

Name (Print/Type): ~~Bruce Miller~~

BY:

Signature: Michael Pantelides

Name (Print/Type): Michael Pantelides

Asst. Finance Director, City of Annapolis
TITLE AND ORGANIZATION

Mayor, City of Annapolis
TITLE AND ORGANIZATION

PUBLIC BODY City of Annapolis
BUDGET NO One (1) – Dated 7/10/2015
GRANT NO -
 -
 -
 -
 -
 AN25ADAO2016
 AN25LUO2016
 -
 -
 -
PROJ. PERIOD 7/1/2015-6/30/2016
CFDA #

Program Budget
And
Allocation of Grant Funds
Fiscal Year 2016

| <u>Project No.</u> | <u>Description</u> | <u>Line Item</u> | <u>ESTIMATED</u> <u>Net Project</u> <u>Funds</u> | <u>Federal</u> <u>Funds</u> | <u>State</u> <u>Funds</u> | <u>Local</u> <u>Funds</u> | <u>Local</u> <u>Overmatch</u> |
|--------------------|----------------------|------------------|--|--------------------------------|------------------------------|------------------------------|----------------------------------|
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| AN25ADAO2016 | Operating Assistance | - | 247,953 | - | 198,382 | 22,042 | 27,529 |
| AN25LUO2016 | Operating Assistance | - | 2,809,866 | - | 1,040,243 | 346,748 | 1,422,875 |
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - |
| | Total | | 3,057,819 | 0 | 1,238,625 | 368,790 | 1,450,404 |

MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
OPERATING ASSISTANCE REQUEST FOR PAYMENT

GRANTEE: City of Annapolis
FEDERAL ID NO. 52-6000764
PROJECT NUMBER: AN25ADAO2016
ADDRESS: _____

Current
Period Cumulative
This FY

I. OPERATING REVENUE AND EXPENSE SUMMARY

A. Eligible Operating Expenses

| | | | | | |
|---|----|-------|-------|-------|-------|
| Actual from: _____ to _____ | \$ | _____ | \$ | _____ | |
| Estimated from: _____ to _____ | \$ | _____ | \$ | _____ | |
| Total Expenses (Actual & Estimated) | | \$ | _____ | \$ | _____ |

B. Operating & Other Revenue Not Includable as Local Share

| | | | | | |
|--|----|-------|-------|-------|-------|
| Actual from: _____ to _____ | \$ | _____ | \$ | _____ | |
| Estimated from: _____ to _____ | \$ | _____ | \$ | _____ | |
| Total Revenue (Actual & Estimated) | | \$ | _____ | \$ | _____ |

| | | | | |
|---|----|-------|----|-------|
| C. <u>Total Net Project Cost</u> (Section I, Line A - Line B) | \$ | _____ | \$ | _____ |
|---|----|-------|----|-------|

II. FINANCING OF ESTIMATED NET PROJECT COST

A. Total Federal Share

| | | | | |
|--------------------------------|----|-------|----|-------|
| .0000 x Net Project Cost | \$ | _____ | \$ | _____ |
|--------------------------------|----|-------|----|-------|

B. Total State Share

| | | | | |
|--------------------------------|----|-------|----|-------|
| .9000 x Net Project Cost | \$ | _____ | \$ | _____ |
|--------------------------------|----|-------|----|-------|

C. Total Local Share

| | | | | |
|--------------------------------|----|-------|----|-------|
| .1000 x Net Project Cost | \$ | _____ | \$ | _____ |
|--------------------------------|----|-------|----|-------|

| | | | | |
|---------------------------------|----|-------|----|-------|
| D. <u>Local Overmatch</u> | \$ | _____ | \$ | _____ |
|---------------------------------|----|-------|----|-------|

Itemize Local Share by Source

| | | |
|-------|----|-------|
| _____ | \$ | _____ |
| _____ | \$ | _____ |
| _____ | \$ | _____ |

III. REQUESTED PAYMENT

| | | |
|--|----|-------|
| Total Federal, State & Local Shares (Section II, Line A + Line B + Line C) | \$ | _____ |
|--|----|-------|

| | | |
|-----------------------------------|----|-------|
| Total Payment Now Requested | \$ | _____ |
|-----------------------------------|----|-------|

Submitted by: _____
Signature: _____
Title: _____
Date: _____

**MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
OPERATING ASSISTANCE REQUEST FOR PAYMENT**

GRANTEE: City of Annapolis
FEDERAL ID NO. 52-6000764
PROJECT NUMBER: AN25LUO2016
ADDRESS: _____

Current
Period **Cumulative**
This FY

I. OPERATING REVENUE AND EXPENSE SUMMARY

A. Eligible Operating Expenses

Actual from: _____ to _____ \$ _____ \$ _____

Estimated from: _____ to _____ \$ _____ \$ _____

Total Expenses (Actual & Estimated) \$ _____ \$ _____

B. Operating & Other Revenue Not Includable as Local Share

Actual from: _____ to _____ \$ _____ \$ _____

Estimated from: _____ to _____ \$ _____ \$ _____

Total Revenue (Actual & Estimated) \$ _____ \$ _____

C. Total Net Project Cost (Section I, Line A - Line B) \$ _____ \$ _____

II. FINANCING OF ESTIMATED NET PROJECT COST

A. Total Federal Share

.0000 x Net Project Cost \$ _____ \$ _____

B. Total State Share

.7500 x Net Project Cost \$ _____ \$ _____

C. Total Local Share

.2500 x Net Project Cost \$ _____ \$ _____

D. Local Overmatch..... \$ _____ \$ _____

Itemize Local Share by Source

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

III. REQUESTED PAYMENT

Total Federal, State & Local Shares (Section II, Line A + Line B + Line C) \$ _____

Total Payment Now Requested \$ _____

Submitted by: _____
 Signature: _____
 Title: _____
 Date: _____