ATP-25
OPERATING BUDGET REQUEST
PART II-A, B

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction Name: City of Annapolis
Legal Name: City of Annapolis

Form B-2: OPERATING BUDGET SUMMARY

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

	Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	
VEHICLE OPERATIONS EXPENSES						*(Form B-4 column H)*		
Driver Salaries	$ 2,075,949		$ 1,932,780			$ 143,169		
Dispatcher Salaries	$ 375,926		$ 350,000			$ 25,926		
Fringe Benefits	$ 612,969		$ 570,695			$ 42,274		
Fuel & Oil	$ 323,908		$ 307,130			$ 16,778		
Vehicle Insurance	$ -					$ -		
Vehicle Depreciation (1)	$ -					$ -		
Vehicle Lease	$ -					$ -		
Vehicle License	$ -					$ -		
Vehicle Storage Facility	$ -					$ -		
Operations Training	$ 8,531		$ 7,943			$ 588		
Other-uniforms, safety & secu	$ 70,475		$ 64,068			$ 6,407		
Subtotal Operations	$ 3,467,758	$ -	$ 3,232,616	$ -	$ -	$ 235,142	$ -	$ -
PURCHASED SERVICE	$ -	$ -	$ -	$ -	$ -	$ -		

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction Name: City of Annapolis
Legal Name: City of Annapolis

Form B-2: OPERATING BUDGET SUMMARY

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

	Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	
MAINTENANCE EXPENSES								
Mechanics Salaries	$ 446,343		$ 446,343			$ -		
Mechanics Aids Salaries	$ -					$ -		
PM-Capital Expense	$ 284,515		$ 284,515			$ -		
Tubes & Tires	$ -					$ -		
Fringe Benefits	$ 111,586		$ 111,586			$ -		
Maintenance Contract	$ -					$ -		
Materials & Supplies (parts)	$ -					$ -		
Maintenance Facility Rental	$ -					$ -		
Equipment Rental	$ -					$ -		
Utilities	$ -					$ -		
Maintenance Training	$ 1,034		$ 1,034			$ -		
Other	$ 40,100		$ 40,100			$ -		
Subtotal Maintenance	$ 883,578	$ -	$ 883,578	$ -	$ -	$ -	$ -	$ -

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction Name: City of Annapolis
Legal Name: City of Annapolis

Form B-2: OPERATING BUDGET SUMMARY

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

	Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	
ADMINISTRATIVE EXPENSES								
Administrator Salary	$ 144,032		$ 144,032			$ -		
Manager Salary	$ 138,705		$ 138,705			$ -		
Secretary Salary	$ 57,372		$ 57,372			$ -		
Bookkeeper Salary	$ 73,699		$ 73,699			$ -		
Other Salary	$ -					$ -		
Fringe Benefits	$ 103,452		$ 103,452			$ -		
Materials & Supplies	$ 8,000		$ 8,000			$ -		
Telephone	$ 6,600		$ 6,600			$ -		
Office Rental	$ -					$ -		
Utilities	$ 27,000		$ 27,000			$ -		
Office Equipment Rental	$ -					$ -		
Administrative Training	$ 1,034		$ 1,034			$ -		
Safety & Security	$ 8,750		$ 8,750			$ -		
Other-copier, postage, etc.	$ 13,084		$ 13,084			$ -		
Subtotal Administration	$ 581,728	$ -	$ 581,728	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	$ 4,933,064	$ -	$ 4,697,922	$ -	$ -	$ 235,142	$ -	$ -

(3) Include Medical Assistance and other transportation contracts

(1) Depreciation is not an eligible expense for vehicles/equipment purchased with State or Federal funds.
(2) While these funds are not requested in this application, it is important to indicate your estimated budget.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction Name: City of Annapolis
Legal Name: City of Annapolis

Form B-2: OPERATING BUDGET SUMMARY

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

	Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	
FAREBOX AND OTHER REVENUE NOT INCLUDED AS LOCAL SHARE								
Passenger Fares	$ 503,850		$ 494,008			$ 9,842		
Passenger Donations	$ -		$ -			$ -		
Charter Revenue	$ -		$ -			$ -		
Advertising	$ 118,588		$ 112,445			$ 6,143		
Contracts Revenue (itemize):								
	$ -					$ -		
	$ -					$ -		
	$ -					$ -		
	$ -					$ -		
	$ -					$ -		
TOTAL REVENUE	$ 622,438	$ -	$ 606,453	$ -	$ -	$ 15,985	$ -	$ -
NET PROJECT COST	$ 4,310,626	$ -	$ 4,091,469	$ -	$ -	$ 219,157	$ -	$ -
(net expenses minus revenue for 5307; total expenses minus revenue for all others)								
LOCAL FUNDS (itemize):								
City of Annapolis	$ 1,200,000		$ 1,136,842			$ 63,158		
Anne Arundel County	$ 350,000		$ 350,000			$ -		
	$ -					$ -		
	$ -					$ -		
	$ -					$ -		
TOTAL LOCAL FUNDS	$ 1,550,000	$ -	$ 1,486,842	$ -	$ -	$ 63,158	$ -	$ -
CARES FUNDS	$ -					$ -		
CRRSAA FUNDS	$ -					$ -		
ARPA FUNDS	$ -					$ -		
TOTAL COVID FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TRADITIONAL FEDERAL/STATE FUNDS REQUESTED	$ 2,760,626	$ -	$ 2,604,627	$ -	$ -	$ 155,999	$ -	$ -

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction Name: City of Annapolis
Legal Name: City of Annapolis

Form B-2: OPERATING BUDGET SUMMARY

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

	Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program Name: City of Annapolis
Legal Name: City of Annapolis

OPERATING PROJECT JUSTIFICATION FORM

This form must be completed for ALL NEW FY25 Operating Funding Requests and for increased ADA, 5311, Large Urban and 5307 requests

Project name: N/A

Type of funding requested: _____

Projected start date: _____

PROJECT DESCRIPTION:
Provide a complete and detailed description of new service or expansion of present service, including days and hours of service, geographic area served, and fares. Use as much space and attach additional sheets as needed.

CAPITAL REQUIREMENTS:
Will this project require the acquisition of new (expansion) capital?

☐ NO - this operating project will be provided using the following existing vehicle(s):

☐ YES* - the following expansion capital will be needed: (check all that apply)

- ☐ vehicle(s)
- ☐ equipment
- ☐ facilities

If expansion capital is needed, describe below. Use as much space as needed. *FY25 Capital funding must be included in FY25 Capital Plan; a Capital Project Justification Form is also required for all FY 2025 expansion vehicles, equipment, and facilities.

How will service be provided until the expansion capital is received? Indicate which vehicle(s) will be used, if applicable. Use as much space as needed.

PROJECT PERFORMANCE:

New services will be subject to the Performance Standards located in Appendix D. Indicate anticipated measures for each of the following during FY 2025:

Total passenger trips: _____

Total service miles: _____

Total service hours: _____

Total operating costs: $ _____ -

Total farebox receipts: $ _____ -

Other local operating revenue: $ _____ -

Will the anticipated project performance meet minimum State standards (Appendix D)?

☐ YES

☐ NO – if no, please use the project justification section to explain why this project should be funded without meeting minimum State standards and how the project will be marketed, monitored, and evaluated for success.

PROJECT JUSTIFICATION:

Use as much space and attach additional sheets as needed to justify this project.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program Name: City of Annapolis
Legal Name: City of Annapolis

Form B-3: CONTRACT OPERATOR BUDGET SUMMARY

Name of Contractor: N/A

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

	Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	
VEHICLE OPERATIONS EXPENSES								
Driver Salaries	$ -							
Dispatcher Salaries	$ -							
Fringe Benefits	$ -							
Fuel & Oil	$ -							
Vehicle Insurance	$ -							
Vehicle Depreciation (1)	$ -							
Vehicle Lease	$ -							
Vehicle License	$ -							
Vehicle Storage Facility	$ -							
Operations Training	$ -							
Other	$ -							
Subtotal Operations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program Name: City of Annapolis
Legal Name: City of Annapolis

Form B-3: CONTRACT OPERATOR BUDGET SUMMARY

Name of Contractor: N/A

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

	Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	
MAINTENANCE EXPENSES								
Mechanics Salaries	$ -							
Mechanics Aids Salaries	$ -							
Preventative Maintenance	$ -							
Fringe Benefits	$ -							
Maintenance Contract	$ -							
Materials & Supplies (parts)	$ -							
Tubes & Tires	$ -							
Maintenance Facility Rental	$ -							
Equipment Rental	$ -							
Utilities	$ -							
Maintenance Training	$ -							
Other	$ -							
Subtotal Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program Name: City of Annapolis
Legal Name: City of Annapolis

Form B-3: CONTRACT OPERATOR BUDGET SUMMARY

Name of Contractor: N/A

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

	Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	
ADMINISTRATIVE EXPENSES								
Administrator Salary	$ -							
Manager Salary	$ -							
Secretary Salary	$ -							
Bookkeeper Salary	$ -							
Other Salary	$ -							
Fringe Benefits	$ -							
Materials & Supplies	$ -							
Telephone	$ -							
Office Rental	$ -							
Utilities	$ -							
Office Equipment Rental	$ -							
Administrative Training	$ -							
Other	$ -							
Subtotal Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(1) Depreciation is not an eligible expense for vehicles/equipment purchased with State or Federal funds.

(2) While these funds are not requested in this application, it is important to indicate your estimated FY22 budget.

(3) Include Medical Assistance and other transportation contracts.

Comments:

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program Name: City of Annapolis
Legal Name: City of Annapolis

Form B-3: CONTRACT OPERATOR BUDGET SUMMARY

Name of Contractor: N/A

(2) These programs will not appear in your budget for public transportation. This application is not intended to be used for these programs.

Total Program	SSTAP	Large Urban	Section 5311	Section 5307	ADA	Senior Ride	

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis

Legal Name: City of Annapolis

Form B-4: ADA OPERATING BUDGET

Note: This form is three pages long. Do not insert or delete columns or rows.
An ADA Operating Project Justification Form must be attached for ADA funded projects.

	ADA FY2025 Awarded	ADA FY 2025 Requested	% Change
VEHICLE OPERATIONS EXPENSES			
Driver Salaries		$ 143,169	#DIV/0!
Dispatcher Salaries		$ 25,926	#DIV/0!
Fringe Benefits		$ 42,274	#DIV/0!
Fuel & Oil		$ 16,778	#DIV/0!
Tubes & Tires			#DIV/0!
Vehicle Insurance			#DIV/0!
Vehicle Depreciation (1)			#DIV/0!
Vehicle Lease			#DIV/0!
Vehicle License			#DIV/0!
Vehicle Storage Facility			#DIV/0!
Operations Training		$ 588	#DIV/0!
Other-clothing, supplies, etc		$ 6,407	#DIV/0!
Subtotal Operations	$ -	$ 235,142	#DIV/0!
PURCHASED SERVICE (2)			#DIV/0!
MAINTENANCE EXPENSES			
Mechanics Salaries			#DIV/0!
Mechanics Aids Salaries			#DIV/0!
Presentative Maintenance			#DIV/0!
Tubes & Tires			
Fringe Benefits			#DIV/0!
Maintenance Contract			#DIV/0!
Materials & Supplies (parts)			#DIV/0!
Maintenance Facility Rental			#DIV/0!
Equipment Rental			#DIV/0!
Utilities			#DIV/0!
Maintenance Training			#DIV/0!
Other			#DIV/0!
Subtotal Maintenance	$ -	$ -	#DIV/0!

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis

Legal Name: City of Annapolis

Form B-4: ADA OPERATING BUDGET

Note: This form is three pages long. Do not insert or delete columns or rows.
An ADA Operating Project Justification Form must be attached for ADA funded projects.

	ADA FY2025 Awarded	ADA FY 2025 Requested	% Change
ADMINISTRATIVE EXPENSES			
Administrator Salary			#DIV/0!
Manager Salary			#DIV/0!
Secretary Salary			#DIV/0!
Bookkeeper Salary			#DIV/0!
Other Salary			#DIV/0!
Fringe Benefits			#DIV/0!
Materials & Supplies			#DIV/0!
Telephone			#DIV/0!
Office Rental			#DIV/0!
Utilities			#DIV/0!
Office Equipment Rental			#DIV/0!
Administrative Training			#DIV/0!
Safety & Security			#DIV/0!
Other			#DIV/0!
Subtotal Administration	$ -	$ -	#DIV/0!
TOTAL EXPENSES	$ -	$ 235,142	#DIV/0!

(1) Depreciation is not an eligible expense for vehicles/equipment purchased with State or Federal funds.

(2) A separate budget worksheet must be submitted for each operator from whom you purchase service.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis
Legal Name: City of Annapolis

Form B-4: ADA OPERATING BUDGET

Note: This form is three pages long. Do not insert or delete columns or rows.
An ADA Operating Project Justification Form must be attached for ADA funded projects.

	ADA FY2025 Awarded	ADA FY 2025 Requested	% Change
FAREBOX AND OTHER REVENUE NOT INCLUDED AS LOCAL SHARE			
Passenger Fares		$ 9,842	#DIV/0!
Passenger Donations		$ -	#DIV/0!
Charter Revenue		$ -	#DIV/0!
Advertising		$ 6,143	#DIV/0!
Contracts Revenue (itemize):			
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
TOTAL REVENUE	$ -	$ 15,985	#DIV/0!
NET PROJECT COST	$ -	$ 219,157	#DIV/0!
(total expenses minus revenue)			
LOCAL FUNDS (*identify by source*)			
City of Annapolis		$ 63,158	#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
			#DIV/0!
TOTAL LOCAL FUNDS	$ -	$ 63,158	#DIV/0!
minimum 10% of net project cost	#DIV/0!	29%	#DIV/0!
STATE FUNDS REQUESTED	$ -	155999	#DIV/0!
up to 90% of net project cost			
CARES		$ -	#DIV/0!
CRRSAA		$ -	#DIV/0!
ARPA		$ -	#DIV/0!
TOTAL COVID RELIEF FUNDS REQUESTED	$ -	$ -	#DIV/0!
100% of net project cost			

If you choose to use Relief Funds you should not place an amount in Local Funds.
If you choose to use State and Local Funds you should not place an amount in Relief Funds.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program Name: City of Annapolis
Legal Name: City of Annapolis

ADA OPERATING PROJECT JUSTIFICATION FORM

This form must be completed for ADA funding requests 10% or more higher than last year.

Project name: N/A

Type of funding requested: _____

Projected start date: _____

PROJECT DESCRIPTION:
Provide a complete and detailed description of new service or expansion of present service, including days and hours of service, geographic area served, and fares. Use as much space and attach additional sheets as needed.

CAPITAL REQUIREMENTS:
Will this project require the acquisition of new (expansion) capital?

☐ NO - this operating project will be provided using the following existing vehicle(s):

☐ YES* - the following expansion capital will be needed: (check all that apply)

- ☐ vehicle(s)
- ☐ equipment
- ☐ facilities

If expansion capital is needed, describe below. Use as much space as needed. *FY25 Capital funding must be included in FY25 Capital Plan; a Capital Project Justification Form is also required for all FY25 expansion vehicles, equipment, and facilities.

How will service be provided until the expansion capital is received? Indicate which vehicle(s) will be used, if applicable. Use as much space as needed.

PROJECT PERFORMANCE:

New services will be subject to the Performance Standards located in Appendix D. Indicate anticipated performance measures for each of the following during FY 2025:

Total passenger trips: _____

Total service miles: _____

Total service hours: _____

Total operating costs: $ _____ -

Total farebox receipts: $ _____ -

Other local operating revenue: $ _____ -

Will the anticipated project meet the minimum Performance Standards (Appendix D)?

☐ YES

☐ NO – if no, please use the project justification section to explain why this project should be funded without meeting minimum State standards and how the project will be marketed, monitored, and evaluated for success.

PROJECT JUSTIFICATION:

Use as much space and attach additional sheets as needed to justify this project.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis

Legal Name: City of Annapolis

Form B-5: TECHNICAL ASSISTANCE BUDGET

Type of Assistance	FY 2025 Technical Assistance Budget
Transportation Development Plan (1)	N/A
Other (2) (describe:)	N/A
TOTAL EXPENSES	$ -
FEDERAL/ STATE FUNDS REQUESTED (90%)	$ -
LOCAL MATCH (10%)	$ -

(1) Applicant must be designated by MTA as eligible for TDP planning funds. Federal/State amount cannot exceed allocation shown in Table V.

(2) A Scope of Services must be submitted for planning studies other than TDPs.

ATP-25
CAPITAL PROJECT PLAN
PART II-B

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis
Legal Name: City of Annapolis

Form C-1: SUMMARY OF FY 2025 CAPITAL REQUESTS IN PRIORITY ORDER

List all FY25 Capital requests in order of priority (highest priority first), and indicate project type and requested funding source. Indicate fleet number of vehicles to be replaced.

Priority	Project Name or Brief Description	Project Type					Requested Funding Source (check one)		Are there any risks addressed by this project?		Has the asset being replaced been involved in a safety incident? Or does it address a safety concern?	
		Vehicle			Equip-ment	Facility	PTP	SSTAP	YES	NO	YES	NO
		Repl.	Exp.	Refurb.								
		Veh #										
1	Preventive Maintenance	N/A	☐	☐	☐	☐	☑	☐	☑	☐	☑	☐
2	Roof Replacement	N/A	☐	☐	☐	☐	☑	☐	☑	☐	☑	☐
3			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
4			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
5			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
6			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
7			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
8			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
9			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
10			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
11			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
12			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
13			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
14			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
15			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
16			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
17			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
18			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
19			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
20			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis
Legal Name: City of Annapolis

Form C-4: CAPITAL PROJECT PLAN FY 2025 VEHICLE REQUESTS

List all FY25 vehicle requests. Use the vehicle cost calculated on Forms C-2a, C-2b, C-2c, C-2d and/or C-3. Attach a Vehicle Replacement Worksheet for each replacement requested. Insert additional rows and pages as needed.

Priority (1)	Type of Request		Fleet No. of Vehicle Being Replaced (from Form 6)	In Service Date	Information on Requested Vehicle						Total FY25 Project Cost	FY25 Funding			
							Seating Capacity					PTP		SSTAP	
	Replacement	Expansion			Type	Accessibility	Ambulatory	Wheelchair	Total	Communications Equipment		Fed/State (90%)	Local (10%)	State (95%)	Local (5%)
N/A	☐	☐							0						
	☐	☐							0						
	☐	☐							0						
	☐	☐							0						
	☐	☐							0						
	☐	☐							0						
	☐	☐							0						
	☐	☐							0						
	☐	☐							0						
	☐	☐							0						
Insert additional rows as needed above this row.															
Total Requested Vehicle Costs:											$ -	$ -	$ -	$ -	$ -

(1) Must be the same priority number as shown among all FY23 capital requests indicated in Form C-1.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program Name: City of Annapolis
Legal Name: City of Annapolis

VEHICLE REPLACEMENT WORKSHEET

This form must be completed FOR EACH FY25 replacement request
The following must correspond to the information indicated for this request on Form C-1

Priority: N/A Cost: N/A

Requested Vehicle Type:
- ☐ Small/Cutaway
- ☐ Medium/High Floor < 30'
- ☐ Medium/Low Floor < 30'
- ☐ Sedan/Other
- ☐ Trolley
- ☐ Heavy/Transit - 30'
- ☐ Heavy/Transit - 35'
- ☐ Heavy/Transit - 40'
- ☐ Truck/Heavy Equipment

The following formula must be used to determine if the vehicle will meet the minimal service life criteria:

Agency Fleet Number (from Form 6)	
In Service Date (from Form 6)	
Vehicle Identification Number (VIN)	
Type of Current Vehicle (use categories above)	
Seating (amb/wc)	
Date Vehicle was Placed in Service (month/year)	
Current Date (month/year)	
Total Months of Ownership (enter whole number, digits only)	
Current Vehicle Mileage (from Form 6)	
Average Miles per Month (current mileage divided by total months of ownership)	#VALUE!
Projected Annual Mileage (average miles per month x 12 months)	#VALUE!
TOTAL VEHICLE MILEAGE (current plus projected mileage)	#VALUE!
Projected Age of Vehicle in Months (total months of ownership plus 12 months)	#VALUE!
TOTAL AGE OF VEHICLE IN YEARS (projected age of vehicle in months divided by 12)	#VALUE!
EXPECTED USEFUL LIFE YEARS (From charts in Appendix C)	
EXPECTED USEFUL LIFE MILEAGE (From charts in Appendix C)	
YEARS OVER/UNDER USEFUL LIFE	#VALUE!
MILEAGE OVER/UNDER USEFUL LIFE	#VALUE!

ESTIMATED COST OF ANNUAL REPAIRS: _____

ESTIMATED # OF DAYS OUT OF SERVICE: _____

Has an extended warranty been purchased for this vehicle? If yes, to what mileage?

☐ Yes ☐ No _____

If you are awarded a replacement vehicle, how will you dispose of the vehicle to be replaced?

☐ Sell vehicle ☐ Use vehicle as backup - contingency fleet

☐ Junk vehicle ☐ Other: _____

Who will procure the new vehicle?

☐ MTA Contract

☐ Local Procurement

If local procurement, estimate number of days from award date:

Project Advertising: _____

Project Award: _____

Project Delivery: _____

JUSTIFICATION:

Important: Vehicle replacements require justification beyond age and mileage. Select the appropriate condition description according to the following chart and enter in the space provided. Additional details can be provided here.

Code # _____ Descriptor _____

_____

_____

_____

_____

VEHICLE CONDITION

Number according to the following guidelines:

Condition Code	Descriptor	General Definition of Condition Code
5	Excellent	Equipment or other assets, for which no operational problems exist, or older assets for which only routine preventative maintenance is needed to keep asset in reliable working condition.
4	Good	Equipment or other assets, for which operational problems may exist, but only occasional minor repairs beyond routine preventative maintenance may be needed to keep assets in reliable working condition.
3	Fair	Equipment or other assets, for which periodic operational problems may exist, and periodic repairs may be needed to keep asset in reliable working condition.
2	Poor	Equipment or other assets, for which significant operational problems may exist, and ongoing repairs may be needed to keep asset in reliable working condition. In this latter case these assets could be candidates for early replacement.

1	Bad	Equipment or other assets, for which substantial operational problems exist and substantial repairs are needed to keep asset in reliable working condition. These assets should receive top priority for replacement.

Annual Transportation Plan for Fiscal Year 2025
Jurisdiction/Program: City of Annapolis
Legal Name: City of Annapolis

CAPITAL PROJECT JUSTIFICATION FORM (Vehicles)-Attach ICE Form

The following must correspond to the information indicated for this request on forms C-4 and C-5.

Type of Request
- ☐ Expansion Vehicle to provide higher levels of EXISTING services*
- ☐ Expansion Vehicle to provide NEW service*
- ☐ Vehicle Refurbishment

Priority**: N/A

Anticipated Cost $ -

* Operating Project Justification required for ALL Expansion Vehicle Requests
**Must match Priority indicated on Form C-1

PROCUREMENT PLAN:

Who will procure this project?

- ☐ Grantee/Local Procurement
- ☐ MTA

If local procurement, estimate number of days from award date:

Project Advertisement _____
Projected Award _____
Projected Delivery/Completion _____

PROJECT DESCRIPTION

Provide a description of the project and justify it's neccessity. If more space is required, use an additional sheet.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis

Legal Name: City of Annapolis

Form C-5: CAPITAL PROJECT PLAN FY 2025 VEHICLE REFURBISHMENT REQUESTS

List all FY25 vehicle refurbishment requests. Attach a Capital Project Justification Form for Vehicles for each refurbishment requested. Insert additional rows and pages as needed.

Priority (1)	Fleet No. of Vehicle Being Refurbished (from Form 6)	Total FY23 Project Cost (2)	FY25 Funding				Estimated Additional Vehicle Life
			PTP		SSTAP		
			Fed/State (90%)	Local (10%)	State (95%)	Local (5%)	
N/A	N/A						
Insert additional rows as needed above this row.							
Total Costs:		$ -	$ -	$ -	$ -	$ -	

(1) Must correspond to priority among all FY25 capital requests indicated in Form 4.

(2) Use estimated unit costs provided in Form C-2a, C-2b, C-2c, C-2d and C-3.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis
Legal Name: City of Annapolis

Form C-6: CAPITAL PROJECT PLAN FUTURE VEHICLE REQUESTS

List all vehicles that you plan to replace or refurbish in the next five years, as well as all expansion vehicles you anticipate purchasing during this period.
Insert additional rows and pages as needed.

Indicate Replacement, Expansion, or Refurbishment	If Replacement or Refurbishment, Agency Fleet No. of Current Vehicle (from Form 6)	Requested Vehicle Information(1)		Projected Funding Source (PTP, SSTAP,)	Project Years--Estimated Total Project Costs in FY25 Prices (2)				
		Type	Additional detail (estimated length, seats, w/c positions, etc.)		FY26	FY27	FY28	FY29	FY30
Replacement	1802	Small Cutaway	176" wheelbase, 16/2 seating, gas	PTP	$ 124,000				
Replacement	1804	Small Cutaway	176" wheelbase, 16/2 seating, gas	PTP	$ 124,000				
Replacement	1800	Small Cutaway	176" wheelbase, 16/2 seating, gas	PTP		$ 124,000			
Replacement	1801	Small Cutaway	176" wheelbase, 16/2 seating, gas	PTP		$ 124,000			
Insert additional rows as needed above this row.									
Total Projected Vehicle Costs:					$ 248,000	$ 248,000	$ -	$ -	$ -

(1) Supply as much detail as possible on type, length, seating, etc.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis

Legal Name: City of Annapolis

Form C-7: CAPITAL PROJECT PLAN FY 2025 EQUIPMENT REQUESTS

List all FY 2025 equipment requests, and attach a Capital Project Justification Form for Equipment for each request.

Insert additional rows and pages as needed.

Priority Among All FY25 Capital Requests (1)	Equipment Description	Total FY25 Project Costs (2)	FY25 Funding			
			PTP		SSTAP	
			Fed/State (90%)	Local (10%)	State (95%)	Local (5%)
1	Preventive Maintenance	$ 883,578	$ 795,220	$ 88,358		
Insert additional rows as needed above this row.						
Total Equipment Costs:		$ 883,578	$ 795,220	$ 88,358	$ -	$ -

(1) Must correspond to priority indicated in Form C-1.

(2) Use current prices.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis
Legal Name: City of Annapolis

CAPITAL PROJECT JUSTIFICATION FORM (Equipment)-Attach ICE Form

The following must correspond to the information indicated for this request on C-7 (Equipment).

Project Name: Preventive Maintenance
Priority*: 1 *Must match Priority indicated on Form C-1

Anticipated Cost $ 883,578.00

PROCUREMENT PLAN:

Who will procure this project?

☑ Grantee/Local Procurement

☐ MTA

If local procurement, estimate number of days from award date:

Project Advertisement	Not Applicable
Projected Award	Not Applicable
Projected Delivery/Completion	Not Applicable

PROJECT DESCRIPTION Provide a description of the project and justify it's neccessity. If more space is required, use an additional sheet.

There are 16 revenue vehicles and 8 support vehicles. As of March 2024, about 69% of revenue vehicles have passed their useful life (in miles). By age, about 56% of revenue vehicles have pased their useful life. Eleven (11) revenue vehicles have exceeded their useful life in miles by an average of 85,054 miles. With the revenue vehicles exceeding or approaching the end of their useful life, there is a need for more frequent and enhanced maintenance program to keep these revenue vehicles safe and in state of good repairs. The hybrid diesel fleet requires additional major maintenance work in addition to the routine maintenance include servicing the diesel exhaust fuel system, the regenerative components of engine and transmission, replacement of diesel particulate filters. There are also increased preventive maintenance requirements as the onboard equipment/accessories such as bus video surveillance system, electronic farebox system get older. Comparing prices from the last few years, the cost of parts and other supplies has increased significantly. This is an ongoing preventive maintenance program to ensure the continuous safe operation of all Annapolis Transit revenue buses and support vehicles. The project is a means by which maintenance issues are identified and corrected at regular intervals to avoid vehicle down time and more

Is this a joint project? ☐ YES ☑ NO

If YES, identify project partners:

Partner 1:
Partner 2:
Partner 3:
Partner 4:

Will these partners share in the intial cost/purchase of the project? ☐ YES ☐ NO

If YES, identify cost distribution and funding source

Partner 1:	%	Source:
Partner 2:	%	Source:
Partner 3:	%	Source:
Partner 4:	%	Source:

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis
Legal Name: City of Annapolis

Form C-8: CAPITAL PROJECT PLAN FUTURE EQUIPMENT REQUESTS

List all equipment valued over $1000 that you plan to purchase in the next five years.
Insert additional rows and pages as needed.

Equipment Description	Projected Funding Source (PTP, SSTAP)	Project Years--Estimated Total Project Costs in FY25 Prices (1)					
		FY26	FY27	FY28	FY29	FY30	Estimated Useful Life
N/A							
Insert additional rows as needed above this row.							
Total Equipment Costs:		$ -	$ -	$ -	$ -	$ -	$ -

(1) Use current prices. Do no inflate.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis

Legal Name: City of Annapolis

Form C-9: CAPITAL PROJECT PLAN, FY 2025 FACILITIES REQUESTS

List all FY25 facilities funding requests as well as projected requests through FY29 and attach a Capital Project Justification Form for Facilities for each FY25 request. Insert additional rows as needed.

Priority (1)	Project Name / Brief Description	FY 2025 Estimated Project Costs (2)	Future Estimated Project Costs (2)	
			Design & Engineering	Construction
			FY: 2025	FY: 2025
	Planning:			
	Right of Way:			
	Design & Engineering:			
	Construction: Roof Replacement	$ 450,000		
	Insert additional rows as needed above this row.			
Total Cost		$ 450,000	$ -	$ -
Federal/State Share (PTP 90%)		$ 405,000	$ -	$ -
Local Share (PTP 10%)		$ 45,000	$ -	$ -

Estimated Number of Days from Award Date:	
Project Advertising:	Jan-25
Project Award:	Mar-25
Project Delivery:	Jun-25

(1) Must correspond to priority indicated in Form C-1.

(2) Use current prices.

Annual Transportation Plan for Fiscal Year 2025

Jurisdiction/Program: City of Annapolis
Legal Name: City of Annapolis

CAPITAL PROJECT JUSTIFICATION FORM (Facilities)-Attach ICE Form

The following must correspond to the information indicated for this request on C-1:

Project Name: Roof Replacement with solar panels
Priority*: _____ *Must match Priority indicated on Form C-1

Anticipated Cost $ 450,000.00

PROCUREMENT PLAN:

Who will procure this project?

☑ Grantee/Local Procurement

☐ MTA

If local procurement, estimate number of days from award date:

Project Advertisement _____
Projected Award _____
Projected Delivery/Completion _____

PROJECT DESCRIPTION Provide a description of the project and justify it's neccessity. If more space is required, use an additional sheet.

During a 2021 facility inspection visit by MDOT/MTA, it was determined that both the Administration Building and the Maintenance Building need to have the roofs replaced. The administration building roof is approximately 5,000 square feet and the maintenance building roof is approximately 4,000 square feet.

Is this a joint project? ☐ YES ☐ NO

If YES, identify project partners:

Partner 1:
Partner 2:
Partner 3:
Partner 4:

Will these partners share in the intial cost/purchase of the project? ☐ YES ☐ NO

If YES, identify cost distribution and funding source

Partner 1:	%	Source:
Partner 2:	%	Source:
Partner 3:	%	Source:
Partner 4:	%	Source:

ATP-25
CERTIFICATIONS AND ASSURANCES
Part II-C

Federal Certifications and Assurances

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;

(b) Federal laws, regulations, and requirements applicable to FTA procurements; and

(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:

(1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.

(2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

(1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.

(2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
   (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
   (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
   (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
   (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and

(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

  (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

(2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

(3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

(1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

(2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

(4) Category 09 (Formula Grants for Rural Areas),

(5) Category 15 (Alcohol and Controlled Substances Testing), and

(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: CITY OF ANNAPOLIS

The Applicant certifies to the applicable provisions of all categories: (*check here*) ✓.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
20	Tribal Transit Programs	_____
21	Emergency Relief Program	_____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: CITY OF ANNAPOLIS

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name Gavin Buckley Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name D. MICHAEL LYLES Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ATP-25
CERTIFICATIONS AND ASSURANCES
Part II-C

State Certifications and Assurances

STATEWIDE SPECIALIZED TRANSPORTATION ASSISTANCE PROGRAM
LARGE URBAN TRANSPORTATION ASSISTANCE PROGRAM

I. PROGRAM ASSURANCES

City of Annapolis (Applicant) County, Maryland hereby makes the following assurances to the Maryland Transit Administration of the Maryland Department of Transportation in conjunction with its application for state financial assistance for the Statewide Special Transportation Assistance Program (SSTAP) and/or for Large Urban funding.

1. The applicant has the requisite fiscal, managerial, and legal capability to carry out the SSTAP and/or Large Urban programs and to receive and disburse state funds.

2. Some combination of local or private funding sources has or will be committed to provide the required local share.

3. The applicant has or will have the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable.

4. Private, for-profit transit and paratransit operators have been afforded a fair and timely opportunity by the applicant to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.

5. The applicant has, to the maximum extent feasible, coordinated with other transportation providers and users, including agencies capable of purchasing service.

6. The applicant has complied with the applicable provisions of the regulations relative to charter bus and school bus operations.

7. The applicant has and will comply with the administrative requirements which relate to the applications made to and grants received from the Maryland Department of Transportation for the Statewide Specialized Transportation Assistance Program and/or the Large Urban program.

II. EQUAL RIGHTS ASSURANCE

City of Annapolis (Applicant) County, Maryland hereby makes the following assurance to the Mass Transit Administration of the Maryland Department of Transportation of the Maryland Department of Transportation in conjunction with its application for financial assistance for the Statewide Specialized Transportation Assistance Program and/or for the Large Urban Program.

A. No person, on the grounds of race, color, creed, national origin, sex, age or handicap shall be excluded from participation in, or denied the benefits of, or be subject to discrimination under and project, program, or activity funded in whole or in part by FTA.

A. The applicant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, and shall take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

III. MUNICIPALITY NOTIFICATION CERTIFICATION (SSTAP ONLY)

Certification is given by the recipient named herein **N/A** (Name of Applicant) with respect to its application for assistance pursuant to the Statewide Specialized Transportation Assistance Program, filed with the Maryland Department of Transportation, as to the following:

A. That the applicant has notified each municipality in the County, in writing, of the availability of funds through the Statewide Specialized Transportation Assistance Program.

B. That the needs of such municipalities, with respect to the availability and use of Statewide Specialized Transportation Assistance Program funds in their respective municipalities, have been considered in the application.

_____
Signature of Authorized Official

GAVIN BUCKLEY
Name (printed)

MAYOR
Title

_____
Date

AREA AGENCY ON AGING
CERTIFICATION

Certification is given by the recipient named herein **City of Annapolis** (name of Applicant) with respect to its application for assistance pursuant to the Statewide Specialized Transportation Assistance Program, filed with the Maryland Department of Transportation, as to the following:

A. That the application has been reviewed by the local Area Agency on Aging, named herein **Anne Arundel County Office of Transportation** (name of local Area Agency on Aging).

B. That the local Area Agency on Aging has approved the application for assistance.

_____	_____
Signature of Authorized Official	Signature of Authorized Official Area Agency on Aging
GAVIN BUCKLEY	SAMUEL SNEAD
Name (printed)	Name (printed)
MAYOR	DIRECTOR
Title of Authorized Official	Title of Authorized Official Area Agency on Aging
_____	_____
Date	Date

SAMPLE

Authorizing Resolution #_____

CITY/COUNTY COUNCIL/COMMISSIONERS
OF

_____, MARYLAND
(Name of Authorizing Body)

A RESOLUTION authorizing _____
(title/position of person authorized to file the application)

to file an application with the Maryland Transit Administration of the Maryland Department of Transportation for a Section 5303, 5304, 5307, 5309, 5310, 5311, 5316 and/or 5317 grant(s) under the Federal Transit Act.

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

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 a mass transportation program of 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 _____
Maryland,
(Name of Authorizing Body)
the filing of the aforesaid application be endorsed, and

BE IT FURTHER RESOLVED that the City/County Executive/Mayor is hereby requested to endorse this resolution, thereby indicating approval thereof; and

BE IT FURTHER RESOLVED that copies of this resolution be sent to the Maryland Transit Administration of the Maryland Department of Transportation.

ATTEST:

_____ _____

Witness of Council/Commissioners Council/Commissioners Leader

_____ _____

Witness of City/Council Executive/Mayor City/County Executive/Mayor

ADOPTED:_____
Date

Certificate

This certifies that _____ did in fact before me this date, sign and execute this application and the foregoing Resolution.

Approved as to Form and Legal Sufficiency:

_____
Signature of Recording Officer

_____
Title of Recording Officer

_____
Date

My Commission Expires_____

SAMPLE

OPINION OF COUNSEL

Name of Recipient
Address of Recipient

Dear (Responsible Official for Recipient):

This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration, United States Department of Transportation, in connection with all applications of (Recipient) for financial assistance pursuant to the provisions of the Federal Transit Act (the "Act") for planning, capital, training, demonstration, and/or operating assistance project(s). The legal authority for (Recipient's) ability to carry out planning, capital, training, demonstration, and/or operating assistance projects directly, by lease, contract, or otherwise is set forth below:

1. (Recipient) is authorized under (cite and quote from legal authority) to provide and assist public transportation by acquisition, construction and operation of existing or additional transit facilities. This assistance may be provided directly by (Recipient) or be lease arrangements with other parties.

2. The authority of (Recipient) to provide for its share of project funds is set forth in (cite source and provide a copy of, for example, local ordinance passed by City Council making local funds available.)

3. I have reviewed the pertinent Federal, State and local laws, and I am of the opinion that there is no legal impediment to your making applications for financial assistance pursuant to the Act. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation for other any which might in any way adversely affect any proposed project(s), or the ability of (Recipient) to carry out such projects.

Sincerely,

Legal Counsel

Instructions for Completing the "Listing of Recipients, Eligible Surface Public Transportation Providers and Labor Representatives

Each county must complete the enclosed "Listing of Recipients, Eligible Surface Public Transportation Providers and Labor Representatives" chart.

The following information is excepted from the Rural Transportation Employee Protection Guidebook issued by the U.S. Department of Labor.

> The Warranty provides that the Public Body agrees, that, absent a waiver, the terms and conditions of the Warranty shall apply for the protection of the transportation related employees of any Recipient and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.
>
> The section also states that the Public Body will provide to DOL and keep up to date during the Project a complete listing of all existing transportation providers which are eligible Recipients of Section 18 assistance in the transportation service area of the Project and any labor organizations representing the employees of the eligible Recipients. The term "eligible Recipient" includes those providers designated to receive Section 18 assistance as well as other surface public transportation providers who are also qualified for grants.

For these purposes:

> The term "surface public transportation provider" means a mass transportation operation engaged in the provision of surface transportation services to the public. The term "surface public transportation provider" is meant to include "mass transportation" services as defined by the Urban Mass Transportation Act.
>
> The term "public transportation" means "any transportation by bus or rail or other conveyance, either publicly or privately owned, which provides to the public general or special service on a regular and continuing basis." Public transportation does not include the following: (1) school bus, charter or sightseeing service; (2) exclusive ride taxi service; (3) and service to individuals or groups which excludes use by the general public.
>
> The term "transportation service area of the Project" is intended to include the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. If a Project in one county draws passengers away from a system in an adjacent county, and employees of that adjacent county system are affected because of such reduction, that would be considered as included within the scope of the transportation service area of the Project. Also, if a carrier operates service which passes through the service area of a particular Project and the employees of the carrier which passes through the Project area affected by the Project-assisted services, that would be considered as included within the transportation service area of the Project.

List of Recipients, Eligible Surface Public Transportation Providers, and Labor Representation

(1) Project	(2) Recipients	(3) Other Surface Public Transportation Providers	(4) Union Representation of Employees, if any
Cite Project by Name, Description	Identify Recipients of Transportation Assistance	Identify Other Eligible Surface Public Transportation Providers In Area	Key to Employees of Providers in Columns 1 and 2 **(name, address, phone, fax, representatives name, & type of employees)**
FY 2025 Annual Transportation Plan – An Application for Public Transportation Funds under Section 5307 of Federal Transit Act	City of Annapolis Government	Anne Arundel County Government	AFL-CIO 67, 1410 Bush Street, Suite A, Baltimore, MD 21230

Attach more sheets of this page if necessary

Special Section 5333 (b) Warranty for Application to the Small Urban and Rural Programs

A. General Application

The **City of Annapolis**, Maryland "(Public Body") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 18 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "pre-consummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria

referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect

subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the

Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in

employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service Separation Allowance
1 year and less than 2 years 3 months' pay
2 " " " " 3 " 6 " "
3 " " " " 5 " 9 " "
5 " " " " 10 " 12 " "
10 " " " " 15 " 12 " "
15 " " over 12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement

involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be

measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

Signature of Attorney	Signature of Authorized Official
D. MICHAEL LYLES	GAVIN BUCKLEY
Name (printed)	Name (printed)
	MAYOR
	Title
	Date

CIVIL RIGHTS INFORMATION

As a condition of receipt of funding from Section 5307 and 5311 of the Federal Transit Act, information is needed from you on the implementation of Title VI, Civil Rights. You must submit the following as part of your application.

1. **Lawsuits or Complaints**

Attach to this certification a list of any active lawsuits or complaints naming your agency which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include; the date the lawsuit or complaint was filed, a summary of the allegation, the status of the lawsuit or complaint, including whether the parties to a lawsuit have entered into a consent decree.

_✓_____ Check here if no such lawsuits or complaints have occurred within the past year, a statement to this effect must be submitted.

2. **Federal Financial Assistance**

Attach a description of all pending applications for financial assistance, and all financial assistance currently provided by other Federal agencies.

3. **Civil Rights Compliance Reviews**

Attach a summary of all civil rights compliance review activities conducted in the last three years. The summary should include; the purpose or reason for the review, the name of the agency or organization that performed the review, a summary of the findings and recommendations of the review, a report on the status and/or disposition of such findings and recommendations.

_✓_____ Check here if a summary of all civil rights compliance review activities is not needed.

This review would be included as part of your A-128 or A-133 Single Audit or Triennial Review or conducted by the U.S. Office of Civil Rights, Federal Transit Administration.

_____
(Signature of authorized official & date)

GAVIN BUCKLEY
(Print authorized official's name)

MAYOR
(applicant's title)

CERTIFICATION OF EQUIVALENT SERVICE

For Requests for Demand-Responsive Vehicles
That are Not Accessible to Persons Using Wheelchairs

The Americans with Disabilities Act requires that:

- Fixed-Route Services—Public transit operators must purchase lift-equipped vehicles that meet ADA standards for fixed-route services (49 CFR 37.71), as well as for route deviation services.

- Demand-Responsive Services—Public and private transportation operators must operate enough accessible vehicles to ensure the provision of equivalent service for persons with disabilities including individuals who use wheelchairs (49 CFR 37.77, 49 CFR 37.101, and 49 CFR 37.103).

City of Annapolis (Applicant) hereby makes the following certification to the Maryland Transit Administration of the Maryland Department of Transportation in conjunction with its application for capital assistance to purchase vehicles under the Section 5307, 5309, 5310, or 5311 funding programs.

The applicant's demand-responsive service, when viewed in its entirety, provides an equivalent level of service for persons using wheelchairs as for ambulatory persons. In the application for capital assistance, the applicant is requesting a vehicle that is not accessible to persons using wheelchairs. If awarded, incorporation of the inaccessible vehicle will not result in a reduced level of accessible service; an equivalent level of service will continue to be provided to persons using wheelchairs as for ambulatory persons.

_____
Signature of Authorized Official & Date

GAVIN BUCKLEY
Name (print)

MAYOR
Title

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, **Gavin Buckley** (Authorized Person) hereby certify to the Maryland Transit Administration of the Maryland Department of Transportation, on behalf of **City of Annapolis** (Applicant-Grantee) that to the best of my knowledge and belief:

1. No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

   a. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

   b. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).

2. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
Signature of Authorized Official & Date

GAVIN BUCKLEY
Name (print)

MAYOR
Title

ATP-25
PROGRAM COMPLIANCE, Part II
PART II-D

PROGRAM COMPLIANCE, Part II

A. PUBLIC HEARING

Applicants are required to provide an opportunity for public comment based on the contents and funding requests included in this Annual Transportation Plan application. See application instructions for further information regarding public involvement.

1. Notice of Opportunity for a Public Hearing

Submit a copy received from the newspaper of the notice.

Date of publication of the notice: March 17 & 18, 2024
This notice announced: (check one)

☐ a scheduled hearing (no request needed)

☒ an opportunity for a hearing upon request.

If the notice announced an opportunity upon request, was a public hearing requested?

☐ **YES**

☒ **NO** - Submit a letter from the Applicant stating that there were no requests for a Public Hearing. *(See Appendix F)*

2. Location and Record

Where was the public hearing conducted? *Not Applicable*

Submit each of the following:

- a list of attendees, and
- minutes of the public hearing.

3. Comments

Were any written comments received?

☐ **YES** - Submit copies ☒ **NO**

Explain how public comments received at the hearing or in writing have been addressed and incorporated into your FY24 program.

B. PRIVATE ENTERPRISE INVOLVEMENT

Applicants are required to notify private transportation providers of the opportunity to comment based on the contents and funding requests included in the ATP. See application instructions for further information regarding private enterprise involvement.

1. Documentation of Private Operator Notification

Date of mailing of the notification: March 15, 2024
Submit each of the following:

- a list of all private operators contacted, and
- a copy of the notification letter (sample format provided in Appendix G)

2. Private Sector Responses

Were any comments received from private operators?

☐ **YES** ☒ **NO**

If **yes**, Submit all of the following:

- copies of any comments received, and
- copies of any responses sent by the Applicant to the person commenting on your program.

Explain how private sector comments received at the public hearing or in writing have been addressed and incorporated into your FY24 program.

3. Description of Private Sector Involvement in the Planning Process

Describe the private sector's involvement in the project development process prior to the public hearing. Discuss your local Transportation Advisory Committee membership and inclusion of private sector representatives.

There are two (2) transportation advisory committees consisting of City Council Transportation Committee and Transportation Board. The City of Annapolis Transportation Committee and Transportation Board act in an advisory and public participation capacity for City of Annapolis Department of Transportation (ADOT). Each group has regularly scheduled meetings.

The Transportation Board shall consist of fifteen members. Membership includes eight City of Annapolis residents (one from each ward), two ad hoc members representing St. Johns College and the Naval Academy, and five appointed at-large. Members are appointed by the Mayor and confirmed by the City Council for a term of three years.

To ensure minority representation on the Board, the City through its Hispanic & African-American Liaisons recruit individuals in the community to serve on our boards. Another outreach for minority recruitment is through the African-American and Hispanic elected officials and the diverse community leaders to assist in this recruitment.

The Transportation Committee consists of three (3) elected City Council members and appointed by the mayor. The Committee considers all matters affecting public transportation, vehicular traffic and parking.

The Board and the Committee conduct a comprehensive analysis of the facts relating to transportation matters. Both bodies also provides recommendations for all transportation matters pending before the City Council. Additionally, the board provides oversight, guidance, and expertise in the development of comprehensive traffic, and transit policies; reviewing the status of transportation, and traffic projects/programs affecting the City; and to provide an annual report each year.

Two (2) staff from Annapolis Department of Transportation are the liaisons to the board and the committee and attend their regularly scheduled monthly meetings. The department actively solicits input from the Board at the planning, development and adoption phases of all transportation matters including the Annual Transportation Plan.

Legal Notice
Opportunity for a Public Hearing
City of Annapolis Department of Transportation
Application for Operating and Capital Assistance for Annapolis Transit

The City of Annapolis Department of Transportation, which operates Annapolis Transit, is submitting an application to the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) and the Federal Transit Administration (FTA) for Fiscal Year 2025 Capital and Operating Assistance. The department offers the opportunity for interested parties to be heard with respect to the social, economic, and environmental impacts of proposed projects, through the submission of comments and/or the opportunity for a Public Hearing. The application and description of proposed projects, also called the Annual Transportation Plan (ATP) are available for inspection at the Annapolis Department of Transportation, 308 Chinquapin Round Road, Annapolis, MD until March 22, 2024.

Comments may be directed to Kwaku Agyemang-Duah, Deputy Director, Department of Transportation, 308 Chinquapin Round Road, Annapolis, MD 21401, or by email at kad@annapolis.gov, until March 22, 2024.

Any request for a Public Hearing must be submitted in writing to Kwaku Agyemang-Duah, Deputy Director of the Department of Transportation via mail at 308 Chinquapin Round Road, Annapolis, MD 21401 by March 22, 2024. If requested, a public hearing will be scheduled and held.

Project Description:
The FY2025 ATP contains requests for funding assistance from the following programs:

- Section 5307 of the Federal Transit Act, which provides funds for general public transit service in urbanized areas. The City of Annapolis is requesting operating assistance of $2,616,469 in Federal/State grant funds. The city is also requesting the following capital assistance in Federal and State funds: $795,220 for preventive maintenance, and $405,000 for roof replacement with solar panels.
- Americans with Disabilities Act (ADA) program, which provides funds for federally required paratransit services for people with disabilities that, may not be able to take the regular bus. The City of Annapolis is requesting operating assistance of $144,157 in Federal/State grant funds.

CAP 12/031 Mar. 17, 18 7601435

City of Annapolis
DEPARTMENT OF TRANSPORTATION
308 Chinquapin Round Road, Annapolis, Maryland 21401
Phone: 410-263-7964 410-263-7994 Fax: 410-263-4508 Internet: *transit@annapolis.gov*
KWAKU AGYEMANG-DUAH, PHD, DEPUTY DIRECTOR

March 22, 2024

Mr. Luke Benson
Office of Local Transit Support
Maryland Transit Administration
6 St. Paul Street
8th Floor
Baltimore MD 21202-1614

Dear Mr. Benson:

This letter serves to confirm that:

• City of Annapolis afforded an opportunity for a public hearing on the FY2025 Annual Transportation Plan Program of Projects (POP) and budget. This notice was published in ***The Capital*** newspaper on March 17 & 18, 2024 with a public hearing to be held if any requests were received by March 22, 2024 (copy of legal notice is attached).

• No requests to hold the public hearing were received by the due date.

• No written comments on the POP or budget were received from the public.

As a result, the program of projects in the FY2025 Annual Transportation Plan is finalized as submitted.

Sincerely,

Kwaku Agyemang-Duah, PhD, CCTM
Deputy Director

City of Annapolis
DEPARTMENT OF TRANSPORTATION
308 Chinquapin Round Road, Annapolis, Maryland 21401
Phone: 410-263-7964 410-263-7994 Fax: 410-263-4508 Internet: *transit@annapolis.gov*
KWAKU AGYEMANG-DUAH, PHD, CCTM, DEPUTY DIRECTOR

LIST OF PRIVATE OPERATORS
March 14, 2024

Chesapeake Charter, Inc.
424 Broadneck Rd
Annapolis, MD 21409

City of Annapolis
DEPARTMENT OF TRANSPORTATION
308 Chinquapin Round Road, Annapolis, Maryland 21401
Phone: 410-263-7964 410-263-7994 Fax: 410-263-4508 Internet: transit@annapolis.gov
KWAKU AGYEMANG-DUAH, PHD, DEPUTY DIRECTOR

March 15, 2024

Chesapeake Charter, Inc.
424 Broadneck Rd
Annapolis, MD 21409

To Whom It May Concern:

The City of Annapolis Department of Transportation, which operates Annapolis Transit, is submitting an application to the Maryland Department of Transportation, Maryland Transit Administration (MDOT MTA) and the Federal Transit Administration (FTA) for Fiscal Year 2025 Capital and Operating Assistance. The intent of this letter is to notify you of the application, the FY2025 Annual Transportation Plan (ATP), and to solicit your comments on the proposed plan.

Annapolis Transit is a public transit system that provides transportation services for Annapolis area residents, including elderly persons and people with disabilities, as well as the general public. Annapolis Transit is applying for grant funding to continue to operate these public and specialized transportation services.

Project Description:
The FY2025 ATP contains requests for funding assistance from the following programs:

- Section 5307 of the Federal Transit Act, which provides funds for general public transit service in urbanized areas. The City of Annapolis is requesting operating assistance of $2,616,469 in Federal/State grant funds. The city is also requesting the following capital assistance in Federal and State funds: $795,220 for preventive maintenance, and $405,000 for roof replacement with solar panels.
- Americans with Disabilities Act (ADA) program, which provides funds for federally required paratransit services for people with disabilities that, may not be able to take the regular bus. The City of Annapolis is requesting operating assistance of $144,157 in Federal/State grant funds.

The details of how these funds will be used are documented in the City of Annapolis FY2025 Annual Transportation Plan. The plan is available for review at Annapolis Department of Transportation, 308 Chinquapin Round Road, from 8:30 a.m. and 4:30 p.m. Monday through Friday until March 22, 2024.

Comments may be directed to Kwaku Agyemang-Duah, Deputy Director, Department of Transportation, 308 Chinquapin Round Road, Annapolis, MD 21401, or by email at kad@annapolis.gov, until March 22, 2024.

Any request for a Public Hearing must be submitted in writing to Kwaku Agyemang-Duah, Deputy Director of the Department of Transportation via mail at 308 Chinquapin Round Road, Annapolis, MD 21401 by March 22, 2024. If requested, a public hearing will be held.

If you should need any additional information on our service proposal, please contact me via mail at the above address, via phone at (410) 263-7964 or via email at kad@annapolis.gov .

Sincerely,

Kwaku Agyemang-Duah, Ph.D.
Deputy Director

ATP-25
ITS ARCHITECTURE CONFORMITY PROCESS
PART II-E

Intelligent Transportation Systems

Do you have a proposed ITS project to submit for evaluation to ensure compliance with the Maryland State-wide ITS Architecture Conformity Process?

☐ YES ☒ NO

If yes, please complete the attached ITS Questionnaire. If no, move to the next section.

Intelligent Transportation Systems

The project for which you are applying may involve Intelligent Transportation Systems (ITS) which means that it is an ITS Project. A Preliminary ITS Questionnaire must be completed for all ITS Projects to ensure that your project is developed in compliance with the Maryland Statewide ITS Architecture. If the examples shown below describe your project, then it is an ITS Project.

An **ITS Project** is any project that in whole or in part funds the acquisition of technologies or systems that provide/enhance transit operations and quality of service by sharing data between stakeholders.

-Adapted from the FTA National ITS Architecture Consistency Policy Guidance

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ITS Projects

The following systems/components, purchased singly or included with a rolling stock purchase, constitute an "ITS Project":

Automatic Passenger Counters (APC)

Communications Systems/Equipment

- On-board Radio or Wireless
- Mobile Data Computers/Terminals

Crash Avoidance Systems

Data Archiving

- Device output data management
- Data storage

Electronic Fare Collection (EFC)

- Electronic Fare Cards (SmarTrip, etc.)
- Electronic Farebox

Emerging Vehicle Technology

Emergency Management Systems

Scheduler/Dispatch Systems

- Schedule/Dispatch Software
- Carpool/Ride-Matching Software

Tracking/Monitoring

- Automatic Vehicle Location (AVL)
- GPS Location Tracking
- Electronic Security or Surveillance (On-board, Station/Stop, or Transit Yard)
- Equipment Maintenance Status
- Electronic Vehicle Diagnostics
- Route Monitoring (weather, traffic)
- Transit Centers/Systems

Transit Signal Priority (TSP)

Traveler Information Systems

- "511" Service
- NextBus
- Variable Message Signs
- Enunciators
- Web-based Transit Information
- Cell-phone based transit info/apps
- Route/Itinerary Planning Tools
- Parking Availability Information

NOTE: This is not a comprehensive list. If you are unsure if a specific project may be considered an ITS project, please contact your regional planner for assistance.

Maryland ITS Architecture Conformity Form

Submission Date

1. Submission date:

Organizational Information

2. Legal name of submitting agency:

Point of Contact Information

3. Point of contact submitting form:

4. Phone:

5. Fax:

6. E-mail:

7. Mailing address:

General Project Information

8. ITS project name/title:

9. Project type:

- ☐ New
- ☐ Replacement
- ☐ Expansion

10. Project scope (select all that apply):

- ☐ Software installation/upgrade
- ☐ Hardware installation/upgrade
- ☐ Operations/Maintenance
- ☐ Systems Integration
- ☐ Planning
- ☐ Other (provide more detail below)

11. Summarize the project (including how this project relates to existing ITS projects/systems):

12. Describe the needs this project will satisfy:

13. List the users of the project when complete:

14. Describe how the users will benefit from the project:

15. Describe the geographic areas to be served:

Architecture-Specific Information

16. Summarize the current status of the project (including where it stands in terms of the Systems Engineering process diagram shown in the accompanying Conformity Guide):

17. List stakeholder agencies and their roles/responsibilities for this project:

18. Identify the functional requirements for this project:

19. Show how your project aligns with the Interconnect and Information Flow Diagrams in the MD ITS Architecture: See Below

20. Describe the configuration & technology options considered for this project and indicate which were selected:

21. Describe the procurement options considered for this project and indicate which were selected:

22. Identify applicable ITS standards to be used in support of this project:
Transit Agency to Transit Vehicles

23. Describe your plan for ensuring adequate operations and maintenance of this project after implementation:

Other Information

24. Please provide any other relevant information:

Project Schedule

25. Estimated start date:

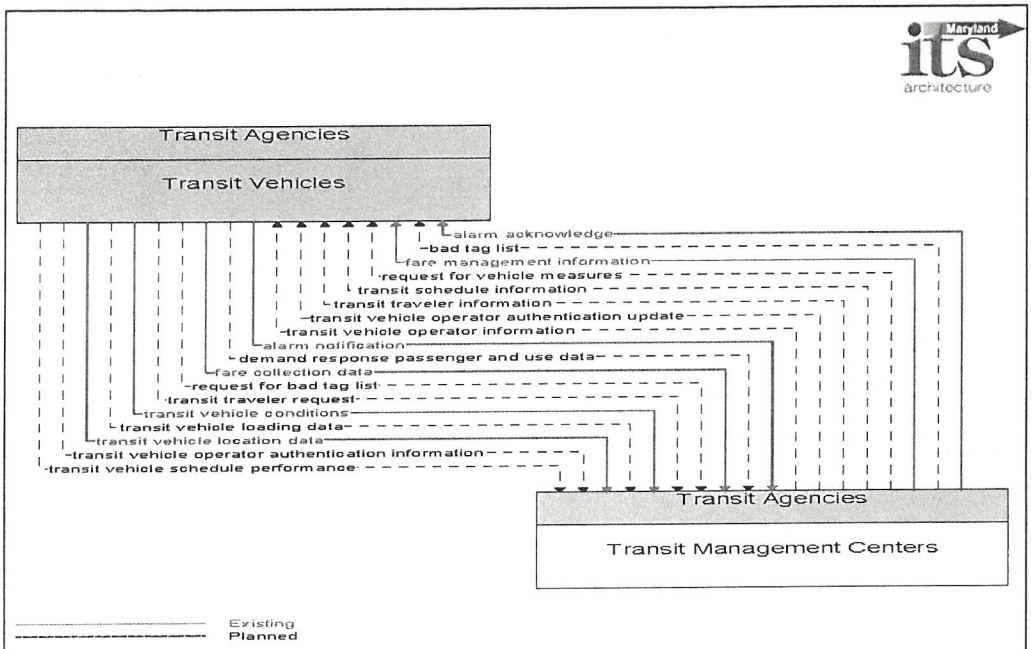
26. Estimated completion date:

Estimated Capital Budget

27. Total capital budget:
28. Percent federal funding & sources:
29. Percent state funding & sources:
30. Percent local funding & sources:
31. Percent other funding & sources:

Estimated Annual Operations & Maintenance Budget

32. Total annual O&M budget:
33. Percent federal funding & sources:
34. Percent state funding & sources:
35. Percent local funding & sources:
36. Percent other funding & sources:


Transit Agencies
Transit Vehicles
alarm acknowledge
bad tag list
fare management information
request for vehicle measures
transit schedule information
transit traveler information
transit vehicle operator authentication update
transit vehicle operator information
alarm notification
demand response passenger and use data
fare collection data
request for bad tag list
transit traveler request
transit vehicle conditions
transit vehicle loading data
transit vehicle location data
transit vehicle operator authentication information
transit vehicle schedule performance
Transit Agencies
Transit Management Centers
Existing
Planned