

**MEMORANDUM OF AGREEMENT FOR
DESIGNATION OF A FISCAL AGENT AND PROVISION OF ADMINISTRATIVE
SERVICES TO
THE CALVERT-ST.MARY'S METROPOLITAN PLANNING ORGANIZATION**

This **MEMORANDUM OF AGREEMENT** ("Agreement") is made this 28 day of October, 2014 between the County Commissioners of Calvert County, Maryland ("Calvert County Government") and the Commissioners of St. Mary's County ("St. Mary's County Government"), each being bodies politic and corporate, (hereinafter, the Calvert County Government and St. Mary's County Government are collectively referred to as the "Counties") in their respective capacities as members of the Calvert-St. Mary's Metropolitan Planning Organization ("C-SMMPO").

WHEREAS, Martin O'Malley, Governor of the State of Maryland, County Commissioners of Calvert County, Maryland and the Commissioners of St. Mary's County have entered into an Memorandum of Understanding for cooperative transportation planning which established the C-SMMPO as the Metropolitan Planning Organization for the Lexington Park-California-Chesapeake Ranch Estates area; and

WHEREAS, the Counties desire to memorialize the fiscal and administrative responsibilities to be undertaken by each on behalf of the C-SMMPO and procedures for reimbursement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and benefits herein conferred, the Counties agree as follows:

- I. The Calvert County Government agrees to serve as the fiscal agent for the C-SMMPO by performing all necessary appropriate fiscal services, including, but not limited to:
 - A. Accept and maintain in a balance sheet account all State, federal, local, and other funds received by the C-SMMPO and maintain accounting and financial records for these funds;
 - B. Provide the financial reports requested or required of the C-SMMPO by either of the Counties, or any federal or State authority;
 - C. Collect and document the local matching funds provided by the Counties;
 - D. Prepare and submit to MDOT, on behalf of the C-SMMPO, monthly or quarterly invoices for payment, in accordance with procedures and guidelines adopted by the Maryland Department of Transportation;
 - E. Provide purchasing services for the C-SMMPO in accordance with the Calvert County Government's procurement policies; and

- F. Process invoices and make payments from funds available on behalf of the C-SMMPO.
 - G. Distribute, advertise, and process requests for proposals for projects or studies to be undertaken by the C-SMMPO;
 - H. Oversee contracts of consultants hired by the C-SMMPO for quality and progress of work being done within Calvert County and cooperate with St. Mary's on the oversight of contracts of consultants hired by the C-SMMPO for work that crosses into both counties or is involved with documents to be produced for the C-SMMPO, in which case, cooperation would also be with MDOT.
- II. The St. Mary's County Government agrees to serve as the administrative agent for the C-SMMPO by performing all necessary appropriate administrative functions, including, but not limited to:
- A. Oversee contracts of consultants hired by the C-SMMPO for quality and progress of work being done within St. Mary's County and cooperate with Calvert County on the oversight of contracts of consultants hired by the C-SMMPO for quality of work that crosses into both counties or is involved with documents to be produced for the C-SMMPO, in which case, cooperation would also be with MDOT;
 - B. Coordinate, schedule and attend C-SMMPO meetings and meetings of the committees that are established by the C-SMMPO as directed by the C-SMMPO:
 1. Arrange for and reserve the location for meetings of the C-SMMPO;
 2. Prepare, advertise in accordance with the adopted Public Participation Plan and distribute meeting agendas;
 3. Provide documents, agendas, reports, and minutes to the C-SMMPO and committees in advance of the meetings;
 4. Provide and set up: microphones; a recording device, which may include video and audio devices, as directed by the C-SMMPO; computer/projector when needed; sign-in-sheets; and other equipment, as needed;
 5. Take and archive minutes and keep records of the meetings as required by law;
 6. Prepare and submit to MDOT on behalf of the C-SMMPO quarterly progress reports that include a statement of the work done by all staff and consultants under the Unified Planning Work Plan ("UPWP");
 7. Maintain the official records of the C-SMMPO, including traffic studies and traffic counts that are commissioned by the C-SMMPO or submitted to the C-SMMPO by others;
 8. Respond to requests for C-SMMPO documents and information;
 9. Advertise for residents interested in serving on any Citizens Advisory Committee established by the C-SMMPO;
 10. Advertise for private sector professionals to serve on any Technical Advisory Committee established by the C-SMMPO.