

**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.

III. Payment to the Counties.

- A. Subject to available funding, the Counties shall be reimbursed for their staff's work on behalf of the C-SMMPO upon submission and approval of a reimbursement request.
- B. The rate of reimbursement for staff time expended on behalf of the C-SMMPO shall be at the rate of the actual per hour cost plus overhead at the rate of 51% for work during regular business hours and an additional 16% for overtime hours.
- C. Subject to available funding, the Counties shall be reimbursed for all reasonable and out-of-pocket travel and other expenses incurred on behalf of the C-SMMPO in performing services under this agreement upon the submission of such accounts and records as may be reasonably required by the C-SMMPO.

IV. General Provisions.

- A. By entering into this Agreement, neither County nor their respective "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article* of the Maryland Annotated Code, waive sovereign immunity, or waive any defenses; any limitations of liability as may be provided for by law or any provision of the Local Government Tort Claims Act.
- B. No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof provided they are acting within the course and scope of their employment or governmental duties and responsibilities.
- C. Each of the Counties' financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. A County's decision as to whether sufficient appropriations are available shall be accepted by the other Party to this Agreement, and shall be final.
- D. Either Party to this Agreement may terminate this Agreement without cause by giving 45 days written notice to the other Party. The effective date of termination pursuant to this clause shall be the 46th day following the date of the written termination notice. In the event of such termination, all contract fees and charges incurred through the effective date of the termination shall be payable in accordance with the terms of this Agreement. In the event of such termination, neither County shall be liable for any damages, penalties, and demobilization or contract termination expenses of any nature. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.
- E. In the event any portion of this Agreement is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of the Counties to sever only the invalid portion or provision, and that the remainder of the agreement shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the agreement, or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of the parties in entering into this Agreement.
- F. The Counties agree that the above writing constitutes the entire agreement between them concerning this matter and that there are no understanding, promises or arrangements

binding either party hereto that have not been written herein. The Counties further agree that this Agreement can be amended only by written agreement signed by the Counties.

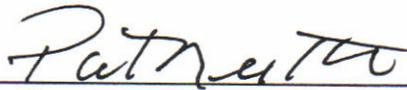
G. This Agreement shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions.

IN WITNESS WHEREOF, the Counties have caused this Agreement to be executed by a duly authorized representative as of the day and year first above written.

ATTEST:

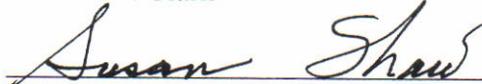
**BOARD OF COUNTY COMMISSIONERS OF
CALVERT COUNTY, MARYLAND**

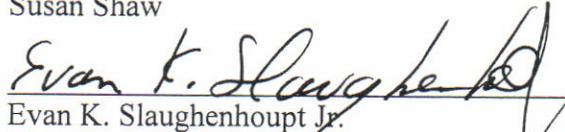

Maureen L. Frederick, Clerk


Pat Nutter, President


Steven R. Weems, Vice-President

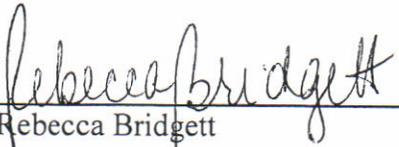
Gerald W. Clark


Susan Shaw

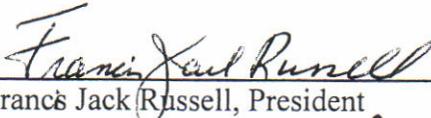

Evan K. Slaughenaupt Jr.

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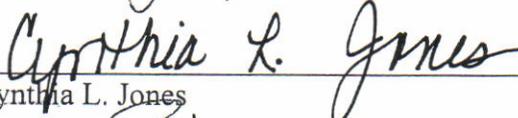
COMMISSIONERS OF ST. MARY'S COUNTY,
MARYLAND



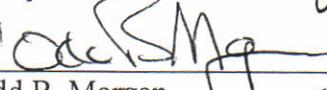
Dr. Rebecca Bridgett
County Administrator



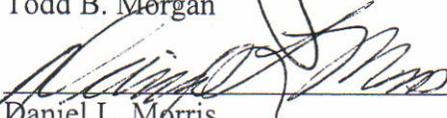
Francis Jack Russell, President



Cynthia L. Jones



Todd B. Morgan

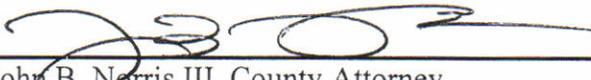


Daniel L. Morris

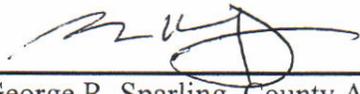


Lawrence D. Jarboe

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



John B. Norris III, County Attorney
Calvert County, Maryland



George R. Sparling, County Attorney
St. Mary's County, Maryland