

**City of Annapolis, Maryland  
and  
Anne Arundel County Public Schools  
Emergency Meeting Memorandum of Understanding**

**This Emergency Meeting Memorandum of Understanding** (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Annapolis, a municipal corporation of the State of Maryland (“City”), and Anne Arundel County Public Schools (“AACPS”).

**WHEREAS**, AACPS owns and operates the Administration Building and surrounding parking lot at 2644 Riva Road in Anne Arundel County (“Administration Building”); and

**WHEREAS**, the City desires to use a large conference room in the Administration Building to serve as an emergency meeting place for the Annapolis City Council; and

**WHEREAS**, the parties agree that public benefits will be derived by the ability of the City Council to convene during an emergency or disaster.

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants contained in this MOU, and other good and valuable consideration, the sufficiency of which the parties acknowledge, the parties agree as follows:

- 1. ACCESS.** AACPS shall permit the City Council access to and use of a large conference room at the Administration Building or other suitable facility – provided AACPS is open and operating – for the purpose of holding an emergency meeting in the manner and upon the terms set forth in this MOU.
- 2. USE OF AACPS FACILITIES.** In the event that City Hall and every other City facility suited to hold City Council meetings is unusable or unavailable due to loss of power, natural disaster, accident, criminal act, or any other reason, and the City Council desires to convene an emergency City Council session, AACPS shall grant the City access to and use of a large conference room in the Administration Building or other suitable AACPS facility for this purpose, subject to the provisions in this MOU.
- 3. EFFORT TO AVOID INTERFERENCE WITH AACPS OPERATIONS.** The City Council shall make every reasonable effort to avoid inconveniencing AACPS, its operations and activities when scheduling and conducting an emergency City Council meeting under this MOU.
- 4. NOTICE.** The City shall provide AACPS with as much as notice as practicable in the event the City Council calls an emergency meeting and requires the use of the large conference room in the Administration Building or other suitable AACPS facility. Such

notice shall be provided to Anne Arundel County Public Schools' Chief Operating Officer.

5. **NO AACPS STAFF REQUIRED.** No staff or employees from AACPS shall be required to assist or support operation of the City Council meeting, except to facilitate access to and from the Administration Building. Given that AACPS custodial personnel must be on duty when an AACPS building is occupied, the City shall be responsible for reimbursement of any costs incurred by AACPS for such custodial staffing when such staffing is necessary outside of normal work schedules. AACPS shall invoice the City for such costs, and include supporting documentation with that invoice.
6. **LIMITATION OF LIABILITY.** The City acknowledges and agrees that the Board of Education of Anne Arundel County, the individual members thereof, their agents and employees shall not be responsible for any expenses, losses, damages, claims, lawsuits, or liabilities that are in any way caused by or result from the use of the AACPS property authorized by this MOU. To the extent permitted by the laws of the State of Maryland, existing appropriations and/or available insurance coverage, and expressly subject to provisions of Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the Local Government Tort Claims Act, and except in the event of AACPS's negligence or willful misconduct, the City further acknowledges and agrees it will be responsible for any and all expenses of, cost of defense, losses to, damages or claims made against the Board of Education of Anne Arundel County or their agents and employees that are in any way caused by or result from the use of an AACPS facility pursuant to this MOU. Additionally, in the event AACPS property loss is incurred, as the result of the City's use of AACPS property pursuant to this MOU, the amount of damage shall be determined by the AACPS facilities staff and the City will pay for said damage, to include labor costs, upon receipt of a detailed invoice that includes supporting documentation for that invoice.
7. **TERM, RENEWAL.** This MOU shall be effective for ten (10) years from the date above ("Term"), and shall not automatically renew. The parties may choose to renew by providing sixty (60) calendar days notice before the end of the Term. Renewal may proceed on existing terms or by other terms to which the parties mutually agree in writing.
8. **BREACH, CURE, AND TERMINATION.** Either party may terminate this MOU by written notice to the other party if the other party breaches any material provision of this MOU, and such breach is not cured within thirty (30) calendar days after written notice thereof is received by the other party. AACPS may also terminate this MOU, through thirty (30) calendar day prior written notice, should it deem its facilities, for any reason, no longer available for use by the City pursuant to this MOU.
9. **ASSIGNMENT.** The City may not transfer or assign any interest in this MOU to any third party.

10. **VENUE, WAIVER, JURY TRIAL, GOVERNING LAW.** The venue for all actions arising under this MOU is Anne Arundel County, Maryland. The parties voluntarily waive their right to jury trial in any action arising from this MOU. This MOU and all litigation arising from this MOU shall be governed by the laws of the State of Maryland.
11. **BINDING EFFECT.** This MOU shall be binding on the successors and assigns of the parties.
12. **MODIFICATION, AMENDMENT, INTEGRATION.** This MOU contains the entire understanding of the parties, and may be modified or amended only by written agreement signed by the parties and witnessed.
13. **RECITALS.** The recitals (WHEREAS clauses) are incorporated into this MOU.
14. **COOPERATION.** The parties agree to cooperate with each other to accomplish the terms and conditions of this MOU.

**IN WITNESS WHEREOF**, the parties hereto execute this MOU the day and year first above written.

**ATTEST:**

**CITY OF ANNAPOLIS**

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC,  
City Clerk

By: \_\_\_\_\_  
Michael J. Pantelides, Mayor (Seal)

REVIEWED AND APPROVED BY:

REVIEWED AND APPROVED BY:

\_\_\_\_\_  
Kevin J. Simmons, Director of Emergency  
Management

\_\_\_\_\_  
Thomas C. Andrews, City Manager

APPROVED FOR FINANCIAL SUFFICIENCY:

\_\_\_\_\_  
Bruce T. Miller, Director  
Finance Department

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**ATTEST:**

**ANNE ARUNDEL COUNTY PUBLIC  
SCHOOLS**

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\_\_\_\_\_  
George Arlotto, Ed. D.  
Superintendent of Schools