

City of Annapolis Supplemental Appropriation from Surplus Funds

Fund: General **Control Number:** SA-30-23

Department: Mayor's Office **Date:** 06/06/2023

Source of Surplus Funds: Contributions from Visitor Center and Anne Arundel County Arts Council

Account Name	Allocation of Appropriation for
Revenue:	
Contributions from Visitor Center and Anne Arundel County Arts Council	\$67,100
Expenditure:	
Special Projects - Mayor's Office	\$67,100

Explanation:
 This supplemental allocation appropriates \$67,100 to the Mayor's Office for Maryland Stadium Authority to conduct a study for an Arts & Performing Center.

In Process

Approved by:

Finance Director

Date

City Manager

Date

Department Director

Date

Mayor

Date

Finance Committee

Date

City Council

Date

CM: City Manager approved transfers of appropriations of \$25,000 or less from one line item to another within a fund.

CM's do not increase the total budget or the budget for any fund.

FT: Fund Transfers of appropriations greater than \$25,000 from one line item to another within a fund.

These are also used for fund transfers from the contingency account, bond proceeds, or from one fund to another, regardless of the amount. FT's do not increase the total budget.

SA: Supplemental Appropriations from revenue not anticipated in the budget or in excess of that anticipated in the budget.

SA's increase the total budget.

MOU MSA/ANNAPOLIS – PACC

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”), is made this ____ day of _____, 2023 by and between the CITY OF ANNAPOLIS (the “**City**”), a municipal body corporate and politic of the State of Maryland (the “**State**”), and the MARYLAND STADIUM AUTHORITY (the “**Authority**”), a body politic and corporate and an instrumentality of the State.

BACKGROUND

- A. Pursuant to Economic Development Article § 10-622, Md. Code Ann., the Authority is authorized to prepare studies for political subdivisions of the State, provided that (i) the funding for such study must be provided from the requesting local government, an appropriation to the local government or the Authority for such study, or, in special circumstances, certain nonbudgeted funds available to the Authority; and (ii) before beginning work on a study, the Authority must give written notice of the proposed study (including its estimated costs and funding sources) to the budget committees of the General Assembly and allow them at least thirty (30) days to review and comment.
- B. By letter dated March 20, 2023, the City requested that the Authority conduct a market and economic study (the “**Study**”) of a proposed performance arts and conference center (the “**Facility**”) in Annapolis, Maryland for the benefit of Anne Arundel County (the “**County**”) and the City. By letter dated March 15, 2023, the County Executive of the County wrote to the Authority to express his support for the Study of the Facility.
- C. At its meeting on April 4, 2023, the Authority agreed to prepare the Study subject to the terms and conditions set forth herein.
- D. The written notice regarding the Study was provided to the budget committees of the General Assembly on April 5, 2023 (the “**Notice Date**”).

AGREEMENT

NOW THEREFORE, in consideration of the above statements (which are incorporated herein) and the promises and obligations set forth below and other good and valuable consideration, the Authority and the City agree as follows:

1. Study and Scope.

(a) To prepare and deliver the Study, the Authority shall use the services of its on-call economic consultant, Crossroads Consulting Services, LLC (the “**Consultant**”). Unless otherwise agreed to by the City and the Authority, the scope of services and deliverables for the Study shall

be those specified in the engagement letter from the Consultant attached hereto as Exhibit A (the “**Engagement Letter**”).

(b) The Authority shall be responsible for: (i) coordination and supervision of the Consultant’s research, analysis, and drafting of the Study; (ii) review, finalization, and delivery of the Study to the City; and (iii) payment of all invoices in connection with the Study from the amounts funded as set forth in Section 3 below.

(b) The Authority shall commence work on the Study promptly after satisfaction of the following conditions: (i) the full execution of this MOU; (ii) the deposit of the full amount of the Estimated Cost of the Study in the Authority’s account by or on behalf of the City; and (iii) either the expiration of thirty (30) days after the Notice Date without comment from the budget committees of the General Assembly or the satisfaction of the Authority that any comments from the budget committees have been appropriately addressed.

(c) The City shall cooperate fully with the Authority and its Consultant, which cooperation shall include but not necessarily be limited to providing access, information and responses to the Authority and the Consultant as needed, in order for the Authority and the Consultant to provide the services set forth herein. The City shall also coordinate and endeavor to obtain similar cooperation from Visit Annapolis & Anne Arundel County, Inc., the Arts Council of Anne Arundel County, Inc., and the County as needed in connection with the Study.

(d) The City shall receive at least one full copy of the completed Study.

2. Administrative Officers. The Parties designate April Nyman, Anne Arundel Arts Council, and Kristen Pironis, Visit Annapolis & Anne Arundel County, and Victoria Buckland, Deputy City Manager, City of Annapolis to represent the City, and Al Tyler, the Authority’s Vice President, to serve as administrative officers for this MOU. All contact between the City and MSA regarding day-to-day administrative matters relative to this MOU shall be coordinated through these administrative officers.

3. Cost and Funding of the Study.

(a) Based on the scope of services set forth in the Engagement Letter, the estimated cost of the Study is \$67,100 (the “**Estimated Cost**”).

(b) The Authority and the City shall work cooperatively to limit the cost of the Study to no more than the Estimated Cost. No change to the scope shall be made unless and until the parties have agreed in writing regarding the amount, source, and mechanism for funding any additional costs.

4. Accounting Records. The Authority agrees to: (i) maintain books and records in proper form so as to enable independent certified public accountants to certify the total costs of the Study and that the Authority has used the City’s funds solely for eligible costs; (ii) retain such books and records, and copies of the products of the Study, and all invoices for the Study for a period of at least three (3) years from the final disbursement by the Authority under this MOU; and (iii) make such books and records available for inspection, copying, review, and auditing by the City and its auditors, agents, and representatives at all reasonable times.

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5. Books and Records. All records, including but not limited to reports, studies, estimates, charts, correspondence, and recommendations made in the course of the preparation of the Study shall be considered the joint property of the City and the Authority, and shall not be used by either party for any purpose other than for use in fulfilling the terms of this MOU. The parties shall retain all records relating to the subject of this MOU for three (3) years after the expiration of this MOU.
6. Expiration. Unless sooner terminated in accordance with Section 7 below, this MOU shall expire upon the delivery of the completed Study to the City and, if applicable, the return of any unused amounts deposited by or on behalf of the City for the Study.
7. Termination. Any party to this MOU may, upon seven (7) days' prior written notice to the other party, terminate this MOU for convenience and without cause. Upon such termination, the Authority shall: (i) apply the funds in its possession to pay the costs already incurred in connection with the Study from the sum or sums deposited by or on behalf of the City; and (ii) return to the City all unused amounts deposited by or on behalf of the City, if any.
8. Non-Assignment. Neither the City nor the Authority shall assign any benefits, nor delegate or subcontract any duties under this MOU, except as expressly provided herein or as permitted with the prior written consent of the other party.
9. Disclosure. The parties agree to notify each other immediately of any Public Information Act requests, subpoenas, or judicial orders relating to any request for confidential information obtained under the terms of this MOU. The parties agree not to release any such confidential information without the express written approval of the other unless so ordered by a court. The parties agree to cooperate with the other in opposing disclosure of such transferred data that is determined to be information protected from disclosure under the law.
10. Defense. Each of the parties will immediately notify the other of any claim or suit filed against them regarding any matter resulting from or relating to activities pursuant to this MOU, and will cooperate with each other in the defense or investigation of any claim, suit or action made or filed in connection with activities under this MOU.
11. Amendment of MOU. This MOU may only be amended upon written agreement signed by the City and the Authority.
12. Applicable Law. This MOU shall be construed according to the laws of Maryland.
13. Entire Agreement. This MOU represents the complete and final understanding of the City and the Authority. No other understanding, oral or written, regarding the subject matter of this MOU may be deemed to exist or to bind the parties at the time of execution.
14. Execution in Counterparts. This MOU may be executed in counterparts and all counterparts when taken together shall constitute one and the same document.
15. Electronic Signatures and Records. To the fullest extent permitted by applicable law, the parties agree that: (i) this MOU may be electronically signed; (ii) an electronic signature to this MOU shall be as effective as a handwritten signature for purposes of validity, enforceability, authentication, and admissibility; and (iii) an electronic record of this MOU shall be as effective as a paper record for purposes of authentication and admissibility.

16. Appropriation. The failure of the City to appropriate sufficient funds in any current or future fiscal year to provide funds for the MOU shall entitle the City to terminate the MOU with thirty (30) calendar day prior written notice to the State.

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the date first set forth above.

WITNESS:

MARYLAND STADIUM AUTHORITY

By:

Michael J. Frenz
Executive Director

WITNESS:

CITY OF ANNAPOLIS

By:

Gavin Buckley
Mayor

Approved for form and
legal sufficiency:

Assistant Attorney General

Signatures continue on next page

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ATTEST: CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC,
City Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY:



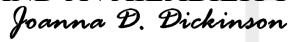
5/30/2023 | 4:33 PM EDT

D. Michael Lyles, City Attorney
Office of Law

In Process

APPROVED FOR SUFFICIENT APPROPRIATIONS

AND AVAILABILITY OF FUNDS:



5/30/2023 | 1:59 PM PDT

Joanna D. Dickinson, Director
Finance Department
01120-579010
Source of Funds: _____

In Process

Certificate Of Completion

Envelope Id: 1F06BF115CAF4F2896DD534EC505CB76

Status: Sent

Subject: Complete with DocuSign: 5-30-2023 FINAL MOU Annapolis Performing Arts and Conference Center.pdf

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ashley Leonard

AutoNav: Enabled

160 Duke of Gloucester St

Envelope Stamping: Enabled

Annapolis, MD 21401

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

aeleonard@annapolis.gov

IP Address: 96.244.10.66

Record Tracking

Status: Original

Holder: Ashley Leonard

Location: DocuSign

5/30/2023 1:27:15 PM

aeleonard@annapolis.gov

Signer Events**Signature****Timestamp**

D. M. Lyles

dmlyles@annapolis.gov

City Attorney

Security Level: Email, Account Authentication
(None)

Sent: 5/30/2023 1:29:43 PM

Viewed: 5/30/2023 1:33:11 PM

Signed: 5/30/2023 1:33:23 PM

Signature Adoption: Drawn on Device

Using IP Address: 166.137.175.39

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Joanna D. Dickinson

jddickinson@annapolis.gov

Finance Director

Security Level: Email, Account Authentication
(None)*Joanna D. Dickinson*

Sent: 5/30/2023 1:33:24 PM

Viewed: 5/30/2023 1:58:15 PM

Signed: 5/30/2023 1:59:02 PM

Signature Adoption: Pre-selected Style

Using IP Address: 96.244.10.66

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mayor Gavin Buckley

mayorbuckley@annapolis.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Regina Watkins-Eldridge

rceldridge@annapolis.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Michael Mallinoff mmallinoff@annapolis.gov City Manager Security Level: Email, Account Authentication (None)		Sent: 5/30/2023 1:59:03 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Cate Pettit cmpettit@annapolis.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Victoria Buckland
vjbuckland@annapolis.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2023 1:29:43 PM

Payment Events	Status	Timestamps
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Kapri' Turner <klturner@annapolis.gov>

SA

Jodee Dickinson <jddickinson@annapolis.gov>

Tue, May 30, 2023 at 5:01 PM

To: Katie Connolly <kconnolly@annapolis.gov>, Kapri' Turner <klturner@annapolis.gov>


We're going to need to send an SA to Fin Comm next Wednesday. I'll send you information as soon as I have it. \$67,100 to Maryland Stadium Authority to conduct a study for an Arts & Performing Center. Funding source is contributions from the Visitor Center and AA Co Arts Council. Here's the drafted agreement.

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Jodee Dickinson
Finance Director
Finance Office

City of Annapolis
160 Duke of Gloucester Street
Annapolis, Maryland, 21401
Tel: (410) 263-7952, [Ext. 7812](tel:410-263-7812)

 **Complete_with_DocuSign_5-30-2023_FINAL_MOU_A.pdf**
172K

In Process

Certificate Of Completion

Envelope Id: 7F6190305D384DF5B8094F66DE3EEFB4	Status: Sent
Subject: SA-30-23 Please DocuSign: Supplemental Appropriation from Surplus Funds Form	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kapri' Turner
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	160 Duke of Gloucester St
	Annapolis, MD 21401
	klturner@annapolis.gov
	IP Address: 3.219.65.65

Record Tracking

Status: Original	Holder: Kapri' Turner	Location: DocuSign
6/6/2023 5:03:32 PM	klturner@annapolis.gov	

Signer Events

Signature	Timestamp
Katie Connolly	Sent: 6/6/2023 5:05:37 PM
kconnolly@annapolis.gov	Viewed: 6/6/2023 5:06:02 PM
Senior Accountant	Signed: 6/6/2023 5:06:11 PM
Security Level: Email, Account Authentication (None)	
Using IP Address: 96.244.10.66	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

Jodee Dickinson	Sent: 6/6/2023 5:06:12 PM
jdickinson@annapolis.gov	
Finance Director	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

Michael Mallinoff
 mmallinoff@annapolis.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Cate Pettit
 cmpettit@annapolis.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Mayor Gavin Buckley
 mayorbuckley@annapolis.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ald. Eleanor Tierney
 aldtierney@annapolis.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Process

Signer Events	Signature	Timestamp
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Regina Watkins-Eldridge
rceldridge@annapolis.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Julie Donnelly
jpdonnelly@annapolis.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kalyn Jackson
kajackson@annapolis.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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