

MEMORANDUM OF UNDERSTANDING

Amongst the jurisdictions of

Anne Arundel County, Maryland;

Howard County, Maryland

and

The City of Annapolis, Maryland;

Collectively,

THE CENTRAL MARYLAND TRANSPORTATION & MOBILITY CONSORTIUM

DATED AS OF: March __, 2014

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PARTIES OF THE
CENTRAL MARYLAND TRANSPORTATION & MOBILITY CONSORTIUM**

This Memorandum of Understanding (“MOU”) is entered into by Anne Arundel County, Maryland, a body corporate and politic; Howard County, Maryland, a body corporate and politic; and The City of Annapolis, Maryland, a municipal corporation of the State of Maryland (individually, each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the purpose of this MOU is to set forth the understandings that shall govern the Parties’ cooperative efforts to establish an efficient and effective coordinated regional fixed-route and paratransit bus system throughout central Maryland which shall be branded and referred to as the “Regional Transportation Agency of Central Maryland” or “RTA”; and

WHEREAS, the Parties agree that each shall be a full and equal partner in this endeavor; and

WHEREAS, as provided in this MOU, each Party agrees to create, gather, or otherwise produce, and submit all such materials for its Schedule of Party Deliverables, as defined herein; and

WHEREAS, based on each and every Schedule of Party Deliverables, each individual Party shall either agree to proceed with the RTA and this MOU, or shall withdraw from the RTA and this MOU; and

WHEREAS, those Parties that agree to proceed shall appoint members to the Steering Committee, as provided in this MOU, which shall establish initial bylaws and operating procedures for the Central Maryland Transit & Mobility Commission (the “Commission”), as further described in Article II of this MOU; and

WHEREAS, those Parties that agree to proceed shall appoint representatives to the Commission, as provided in this MOU, which shall provide policy and direction for the services operated under the RTA and shall oversee the third-party contractor who shall manage the RTA on behalf of the Parties; and

WHEREAS, the obligations set forth in this MOU are contingent on compliance with all personnel, budgeting, purchasing, and expenditure laws, regulations and requirements applicable to each Party, including, but not limited to, all applicable county and/or city codes and charters; and

WHEREAS, each of the Parties currently provides funding for fixed-route and/or paratransit bus services (the “Transit Services) in their individual jurisdictions through a combination of private and public organizations; and

WHEREAS, the existing approach to the provision of Transit Services by individual Parties may, at times, result in cost inefficiencies, duplication of effort, and unnecessary administrative and financial burdens on the Parties; and

WHEREAS, the Transit Services individually provided by the Parties may operate into some or all of the other Parties' jurisdictions, while maintaining different rules and fares that could be seen as confusing or inconsistent to customers; and

WHEREAS, under the current individual organizational structures for providing Transit Services, the Parties are unlikely to provide additional local funding for regional Transit Services that cross jurisdictional boundaries during the Initial Term of this MOU; and

WHEREAS, with the exception of the City of Annapolis, Maryland, the Parties provide operational funding to outside private organizations or entities that operate Transit Services within their respective jurisdictions; and

WHEREAS, the Parties have generally determined that there is a need for more control over the financial management and quality of such Transit Services; and

WHEREAS, direct access to State and Federal funding for Transit Services is not always available to private organizations, including those utilized by some of the Parties to provide Transit Services; and

WHEREAS, central Maryland requires regional Transit Services, like the proposed RTA, that cross municipal, city, and county lines to link existing residential areas with employment and services, and to provide the last mile connection for regional rail commuters; and

WHEREAS, the Parties would realize significant financial and operating benefits through economies of scale by combining their individual Transit Services; and

WHEREAS, existing contracts and grants of some of the Parties for individually provided Transit Services will expire on or about June 30, 2014.

NOW THEREFORE, in consideration of these Recitals, and the mutual covenants and agreements of the Parties hereinafter set forth, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

I. MODELS; SCHEDULE OF PARTY DELIVERABLES

- A. The Parties acknowledge and agree to use their best efforts to organize and arrange internal meetings and meetings between representatives of all Parties to discuss and resolve issues and concerns related to the RTA, including, but not limited to, issues and concerns related to service models, business models, funding, financing, staffing, local employees and unions, and assets. This shall include meetings between the respective finance directors, human resources directors, transportation directors, attorneys, and elected and appointed officials of all Parties.

- B. On or before _____, 2014, all Parties shall agree on and approve in writing a service model for the RTA that shall include, but not be limited to, all proposed fixed-routes and paratransit routes, the number of buses and other vehicles, timetables, fares, and _____ (collectively, the “Service Model”).
- C. On or before _____, 2014, all Parties shall agree on and approve in writing a business model for the RTA that shall include, but not be limited to, all proposed organizational charts and _____ (collectively, the “Business Model”).
- D. On or before _____, 2014, each Party shall submit electronic or written copies of each of the following items to all other Parties for review (each, a “Schedule of Party Deliverables”), with each to be attached hereto and incorporated herein as an **Exhibit A**:
1. The Party’s individual funding/financing schedule, including, all approved appropriations and grant funding, which shall be provided to finance the RTA.
 2. The Party’s individual employee and/or union concerns, and the proposed or actual resolution of all such concerns.
 3. The Party’s individual contributions to the staffing of the RTA.
 4. The Party’s individual inventory and valuation of all assets owned by the Party, including the fair market value of all such assets, that shall be provided, leased, or sold to the RTA. The Party shall use an identical procedure and process in inventorying and valuing its individual assets as all the other Parties, which procedure and process is specified in **Exhibit B**, attached hereto and incorporated herein.

II. DECISION TO PARTICIPATE/PROCEED; WITHDRAWAL

- A. Within _____ (__) calendar days of receipt of each and every Schedule of Party Deliverables, and the completion of the Service Model and the Business Model, each Party shall present all such items to its applicable council, elected and appointed officials, and other appropriate departments or agencies for review and approval pursuant to the Party’s applicable charter, code, appropriation and budgeting processes, and all other applicable policies and regulations. Within the same number of calendar days, each Party shall inform all other Parties in writing whether it shall proceed to participate in the RTA and this MOU or whether it shall withdraw from the RTA and this MOU.
- B. If a Party decides to participate, it shall indicate in writing on or after what date it is able to actively participate in the RTA, including, but not limited to, provision of financing, funding, staffing, and assets to the RTA (“Active Participation” or “Actively Participating”).

- C. If a Party decides to withdraw, that Party shall have no further liability, obligation, or duty to any of the other Parties, or to participate in, fund, staff, or provide assets to the RTA. Each withdrawing Party may reserve its right in writing to request to participate in the RTA at any later date, subject to the agreement of all those Parties and parties then Actively Participating in the RTA.
- D. If one or more Parties decide to withdraw, the remaining Parties shall meet or otherwise decide within _____ () of receipt of all the Parties' written decisions whether to proceed without such other Party or Parties. If the remaining Parties decide not proceed, then this MOU shall be null and void, and of no further effect on any of the Parties.
- E. If the remaining Parties decide to proceed pursuant to this Article II, the remaining provisions, terms and conditions of this MOU shall remain in effect for those remaining Parties, and this MOU shall be amended in writing to remove any Parties that withdrew. The remaining Parties shall agree on a written timeline for when each Party shall begin its Active Participation (the "Participation Schedule"), to be attached hereto and incorporated herein as **Exhibit C**. The remaining Parties shall also combine their Schedule of Party Deliverables to create one master schedule (the "Schedule of RTA Deliverables"), to be attached hereto and incorporated herein as **Exhibit D**.

III. GENERAL ACKNOWLEDGMENTS BY THE PARTIES

- A. The Parties acknowledge and agree that Howard County, Maryland, on behalf of the Parties, shall procure an independent third-party contractor (the "Contractor") to incorporate a for-profit corporation (the "Corporation") to manage and operate Transit Services on behalf of the Parties, in accordance with the Howard County Code and Charter, as may be amended, and the contract between Howard County and the Contractor (the "Contract"). The Contract is attached hereto and incorporated herein as **Exhibit E**.
- B. The Parties acknowledge and agree that Howard County, Maryland will serve as the Contract Manager, as described in Article III herein, until such time as an authority or other State-legislated organization is established or the Commission votes to appoint a new Contract Manager.
- C. The Parties acknowledge and agree to establish a written funding schedule strictly based on each Party's Schedule of Party Deliverables and the Schedule of RTA Deliverables (collectively, the "Funding Schedule") for purposes of financing the Parties' Transit Services in accordance with the Contract. The Funding Schedule shall be attached hereto and incorporated herein as **Exhibit F**. The Funding Schedule may be amended each fiscal year, and at such other times as agreed to by the Parties, by a written amendment signed by the Parties. The Funding Schedule may also be amended if any Party submits detailed written documentation explaining a lack of funds, a loss of funding, and/or an inability to appropriate sufficient funds to the satisfaction of all other Parties.

- D. [The Parties acknowledge and agree that a Party's failure to timely provide the Contract Manager with funds in accordance with the Funding Schedule, as may be amended, may result in suspension or termination of the Party's Transit Services; provided such Party is given thirty (30) calendar days to cure such a failure to the satisfaction of the other Parties.] [The Parties acknowledge and agree to providing funds to the Contract Manager in accordance with the Funding Schedule, subject to appropriation and availability.]
- E. The Parties acknowledge and agree that on the date or dates agreed in the Participation Schedule, and pursuant to such Participation Schedule, the Transit Services currently provided by the Parties through a number of private and public organizations shall be provided through the Corporation.
- F. The Parties acknowledge and agree to create the Commission for purposes of providing policy direction concerning the Transit Services provided by the Corporation under the brand of the RTA.
- G. The Parties acknowledge and agree that in the event an authority or other State legislated organization is established to provide regional Transit Services in central Maryland pursuant to State law, this MOU shall continue to govern the relationship among the Parties to the fullest extent permitted by State law.

IV. ESTABLISHMENT AND GOVERNANCE BY THE PARTIES

- A. Contractor. As provided in the Contract, the Contractor shall:
 - 1. File articles of incorporation and by-laws for the establishment of the Corporation with the Maryland State Department of Assessments and Taxation, which may be reviewed by the Parties in advance of filing.
 - 2. Provide the required number of dedicated staff to manage the Corporation. Such staff shall be employees of the Contractor and shall not be employees of the Parties, and all costs associated with their employment, including taxes, benefits, pensions, and other fees, shall be the responsibility of the Contractor. A fixed-fee shall be paid to the Contractor as provided in the Contract.
 - 3. Possess equipment and employ the remainder of its employees necessary to provide Transit Services for the Parties. Such employees shall be employees of the Corporation and shall not be employees of the Parties. The Corporation will be compensated on an expense reimbursement basis as provided in the Contract.
 - 4. Comply with any written directions or orders from the Contract Manager and the Commission, or where applicable, the individual Parties.
 - 5. Provide written or oral reports concerning the operation and management of the Corporation and the Transit Services, provided as reasonably required by the Commission, the Contract Manager, or the individual Parties.

B. Commission.

1. The Commission shall be comprised of representatives appointed by each Party. The Parties shall appoint three (3) representatives to the Commission on or before the date specified in the Participation Schedule.
2. The Commission's responsibilities shall include determining the RTA's overall mission and purpose, reviewing and overseeing the performance of the RTA and the Contractor, ensuring effective organizational planning and adequate financial resources for the RTA, managing those financial resources effectively, and representing the interests of the Parties.
3. The Commission shall convey, as appropriate, recommendations and directions from the Parties through the Contract Manager to the Contractor.
4. The Commission shall evaluate options for the establishment of legislation to create a public transportation authority or other governmental entity to manage and administer the Transit Services covered by this MOU.
5. The Commission shall oversee the Contract Manager and may, from time to time as reasonably necessary, require the Contract Manager to provide written reports concerning the performance of the Contractor.

C. Steering Committee.

1. Each Party shall appoint two (2) representatives to serve as members of the Steering Committee on or before the date specified in the Participation Schedule.
2. The Steering Committee shall establish preliminary bylaws and operating procedures for the Commission. The bylaws and operating procedures shall, at a minimum, and in accordance with the Service Model, the Business Model, the Funding Schedule, and the Schedule of RTA Deliverables:
 - a. establish that each Party represented on the Commission shall be a full and equal partner with equal rights and voting powers as they pertain to the overall administration of the RTA, regional Transit Services, or any other instances when the activities involve the operation or management of the RTA as a whole;
 - b. identify those circumstances in which Commission decisions shall only be made with greater-than-majority voting, and establish the voting thresholds for such decisions;
 - c. set forth conditions under which RTA-operated services shall comply specifically or exclusively with a particular Parties' requirements,

- procedures, regulations, policies or practices, such as where a service operates wholly within a particular Party's jurisdictional boundaries;
- d. set forth conditions under which RTA-operated services shall comply primarily with Commission-adopted procedures, policies or practices, such as where a service operates across Parties' jurisdictional boundaries;
 - e. establish the minimum number of meetings of the Commission, the frequency of those meetings, and the Parties' right to call additional meetings of the Commission as deemed necessary;
 - f. establish procedures for oversight of the Commission by the funding Parties;
 - g. establish the procedure for the proposal, adoption and approval of rules, policies and procedures by the Commission subject to the requirements that all Parties shall have an equal vote as to such policies and procedures;
 - h. contain any other provisions necessary for managing the affairs of the Commission, such as the establishment of committees, and the procedure for reviewing and amending the policies and procedures of the RTA;
 - i. develop purchasing and personnel procedures that meet all Federal, State and Party purchasing and personnel procedures and requirements;
 - j. develop operating principles and standards for Transit Services that will support special Transit Services projects and otherwise meet the Transit Services requirements of each Party; and
 - k. develop policies and procedures for the application of funding and revenue received by the Corporation and/or RTA, including, but not limited to, farebox and advertising revenue.
3. The Commission by-laws and operating procedures shall not be effective until such time as each Party provides written notice of its approval of such by-laws and operating procedures to all other Parties. Each Party shall not unreasonably withhold its approval if the by-laws and operating procedures are consistent with the terms of this MOU. In the event that a Party is unable to approve the by-laws and operating procedures, that Party may terminate its participation in this MOU upon ninety (90) calendar days written notice to all other Parties.
 4. The Commission shall have the right to amend the by-laws established by the Steering Committee, and approved pursuant to Article IV(C)(3), with such amendment requiring a two-thirds majority of the Commission, provided that any amendment that alters the voting rights or decision-making authority of the Parties shall only be made by unanimous consent.

5. The Commission shall have no right to encumber or assume decision-making authority over a Party's exclusively-internal Transit Services, procedures, or regulations without the written consent of that Party.

V. OBLIGATIONS OF CONTRACT MANAGER

- A. The Contract Manager shall adhere to all terms and conditions set forth in any grant agreements that provide Transit Service funding to any of the Parties (each a "Grant Agreement" and collectively "Grant Agreements"), regardless of the Party to any Grant Agreement.
- B. Howard County, Maryland, as a body corporate and politic of the State of Maryland, shall serve as the Contract Manager until such time as an authority or other governmental entity is established by the State of Maryland to ensure that all available funding opportunities may be maximized.
- C. The Contract Manager shall coordinate with the Parties in the transition of Transit Services to the Contractor.
- D. The Contract Manager shall provide a weekly report to all Parties that shall include transitional activities during the current week and planned transitional activities for the following week.
- E. The Contract Manager shall coordinate with the Parties in the establishment of the Commission and the Steering Committee and shall provide support as requested or required to their activities.
- F. Upon implementation of the Transit Services, the Contract Manager shall provide the Parties with a monthly progress and financial status report of the RTA, along with any other documents, reports, and other information as reasonably requested by the Commission.
- G. The Contract Manager shall act as the RTA representative to the Commission and shall, informally, report to the Commission. The Contract Manager shall be a non-voting member of the Commission or the individual Parties.
- H. The Contract Manager shall be responsible for coordinating with the RTA and the Parties in the submission of annual and discretionary grant applications.
- I. The Contract Manager shall be responsible for ensuring that RTA financial reports are reflective of the operation and the participation of each of the Parties.
- J. The Contract Manager shall be responsible for ensuring that the Contractor is meeting all Federal, State, and other governing procurement requirements as provided in the Contract including, but not limited to, service and fare changes, as well as all requirements of any relevant Grant Agreements.

- K. The Contract Manager shall be responsible for ensuring the implementation of the Service Model and the Business Model, in connection with the Contract and the Contractor.
- L. The Contractor Manager shall ensure that all funding and revenue received, including farebox and advertising revenue, are appropriately allocated to each Party as specified in the Commission by-laws and operating procedures. Through this MOU, it is understood that such funding and revenue shall, unless otherwise changed by the Commission, be applied to each Party consistent with such receipts at the execution of the MOU.

VI. OBLIGATIONS OF THE PARTIES

- A. Each Party shall timely respond to reasonable information requests related to the creation of the RTA, the Commission and the Steering Committee and shall comply with all reporting and compliance requirements by deadlines established by the Commission.
- B. Each Party shall maintain all books and records pertaining to the creation of the RTA, the Commission and the Steering Committee in compliance with all State and Federal audit procedures.
- C. Subject to the availability and appropriation of funding, each Party shall endeavor to allocate the amount of funds toward Transit Services for each fiscal year as provided in the Funding Schedule, and beginning on the date specified in the Participation Schedule.
- D. All Parties shall provide personnel resources, as required pursuant to the Schedule of RTA Deliverables, to support the purpose and intent of this MOU.
- E. All Parties agree to make reasonable efforts to avoid any unreasonable delay in the allocation, provision, and expenditures of funding and support to the participating jurisdictions and organizations involved in the RTA.
- F. Each Party shall establish an internal process for evaluating purchasing options for assets for the Transit Services provided through this MOU. Each Party may exercise its right to purchase such assets directly or through the Corporation, and all such assets purchased shall be amended into and included in the Schedule of RTA Deliverables.
- G. The Parties shall work collaboratively on securing grants and funding to support the expansion of Transit Services covered under this MOU.
- H. The Parties shall work towards the assimilation of Transit Services to achieve singularity in brand name, fares, transfers, and operating procedures for the RTA, as practicable.
- I. The Parties shall retain and maintain control over those Transit Services funded through the Party within the Party's jurisdiction, as further described in Article IV of this MOU.

VII. ASSETS

- A. As agreed to pursuant to the Schedule of RTA Deliverables, each Party may lease its individually-owned capital assets to the Corporation for purposes of providing Transit Services. The lease of any capital assets to the Corporation shall be documented in a separate written lease agreement signed by all of the Parties, which shall provide that the Corporation at its own expense, shall use, store, repair, maintain, and insure any capital assets leased from each Party, and that the Corporation shall be responsible for the settlement, defense, and handling of any and all liabilities, claims, lawsuits, or other legal actions related to any capital assets leased from a Party.
- B. Upon dissolution or termination of the Corporation, or upon the withdrawal of any Party from this MOU, capital assets shall be returned to the applicable lessor Party, as appropriate, to the extent permitted by law.
- C. As agreed to pursuant to the Schedule of RTA Deliverables, each Party may sell or transfer capital assets to the Corporation subject to policies and procedures to be established by the Commission.
- D. Upon dissolution or termination of the Corporation and to the extent permitted by law, any assets allocated to the RTA or the Corporation by a specific Party shall be returned to that Party. All other assets not specifically allocated by a particular Party shall be returned to and divided among the Parties in proportion to each Party's total financial contribution to the Corporation.

VIII. GENERAL PROVISIONS

- A. Term. This Agreement shall become effective as to each Party upon the date of signature by that Party ("Effective Date"). This Agreement shall remain in effect through June 30, 2014 (the "Initial Term"). The Parties may renew this Agreement for two (2) additional one-year terms on the same terms and conditions set forth herein (each, a "Renewal Term"). The Initial Term plus each and any Renewal Term shall collectively be known as the "Term". The Term of this MOU coincides with the term of the Contract.
- B. No Waiver of Sovereign Immunity. Nothing in this MOU, nor any action taken by any Party pursuant to this MOU, nor any document that arises out of this MOU shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Parties.
- C. Obligations Contingent. All obligations of the Parties under this MOU are contingent on compliance with personnel, budgeting, purchasing, and expenditure laws, regulations and requirements of the respective Parties as applicable to each Party, including, but not limited to, all applicable county and/or city codes and charters.

- D. No Waiver, Etc. The failure or delay by any Partner to insist upon the strict performance of any term, condition or covenant of this MOU, or to exercise any right, power, or remedy consequent upon a breach thereof, shall not constitute a waiver of any such term, condition, or covenant or any such breach, or preclude any Party from exercising any such right, power, or remedy at any later time or times.
- E. Independent Contractor Status. Nothing contained in this MOU shall be construed to constitute any one Party as an agent, representative or employee of any other Party. Moreover, members of the Commission and Steering Committee shall be considered agents or representatives of the respective appointing Party only, and shall not be considered agents or representatives of any other Party or the Consortium. Nothing contained in this MOU shall be construed in any manner to create any relationship between the Parties other than what is expressly specified herein, and the Parties shall not be considered partners or co-venturers for any purpose on account of this MOU.
- F. Funding. All financial obligations of the Parties under this MOU, including all obligations that require the expenditure of funds, are contingent upon the availability of appropriated funds from which payment can be made.
- G. Dispute Resolution. Any dispute regarding or arising out of this MOU shall be governed by the rules and procedures established by the Steering Committee and approved by the Parties, as provided herein. In the event that the Parties are unable to resolve the dispute, the affected Party or Parties may submit the dispute to a mediator, acceptable to all affected Parties, for the purpose of facilitating discussion and receiving new perspectives on the issues and new proposals for compromise. The Parties involved in the mediation shall share the cost of the mediation equally. Such mediation shall not be binding on any Party. Each Party reserves all remedies available at law or in equity for violations of this MOU.
- H. Governing Law and Venue. This MOU shall be construed and enforced in accordance with the laws of the State of Maryland. The Parties agree that all disputes arising hereunder that cannot be resolved through mediation or other means shall be brought in a court of competent jurisdiction.
- I. Entire Agreement. This MOU contains and embodies the entire agreement of the Parties. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained herein shall be of any force and effect. This MOU may not be amended or modified in any manner other than by an agreement in writing approved by the Parties and duly signed by authorized persons on behalf of all the Parties. The Parties, through their respective authorized representatives, have executed this MOU on the dates indicated below.
- J. Severability. If any of the provisions in this MOU are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

- K. Assignment. No Party shall assign, subcontract or transfer the rights it has or the obligations imposed on it by this MOU without the prior written consent of all the other Parties.
- L. Binding Effect. The terms of this MOU shall be binding on and enforceable against the Parties and their respective successors and assigns.
- M. Withdrawal. Any Party may withdraw from the RTA at any time, including after a decision to proceed has been made pursuant to Article II of this MOU, upon giving at least ninety (90) calendar days' written notice to the other Parties. The withdrawing Party shall pay its allocated share of all costs of the RTA through the date of withdrawal, as further described in the Funding Schedule.
- N. Notice. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following addresses and individuals or at such other addresses and/or individuals a Party may identify in writing to the other Parties:

FOR ANNE ARUNDEL COUNTY:

George G. Cardwell, AICP
Planning Administrator
Anne Arundel County
Office of Planning & Zoning/Transportation Division
2664 Riva Road, MS 6402
Annapolis, MD 21401

FOR HOWARD COUNTY:

John W. Powell, Jr., Administrator, Howard County Office of Transportation, 3430 Court House Drive, Ellicott City, MD 21043, Telephone: 410-313-0702, Fax: 410-313-3467, E-mail: jpowell@howardcountymd.gov/jpowell@howardcountymd.gov.

FOR CITY OF ANNAPOLIS:

Mayor, City of Annapolis, City Hall, 160 Duke of Gloucester Street, Annapolis, MD 21401, Telephone: 410-263-7997, Fax: 410-216-9284.

With a copy to City Attorney, 160 Duke of Gloucester Street, Annapolis, MD 21401, Telephone: 410-263-7954, Fax: 410-268-3916.

- O. Recitals. The Recitals are hereby incorporated into this MOU.

MOU – CONSORTIUM

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____
Ken Ulman
County Executive
Date: _____

John W. Powell, Jr.
Administrator, Office of Transportation

APPROVED FOR SUFFICIENCY OF FUNDS:

Stanley J. Milesky
Director of Finance

APPROVED FOR LEGAL SUFFICIENCY

this ____ day of _____, 2014.

Margaret Ann Nolan
County Solicitor

Reviewing Attorney:

Melissa S. Whipkey
Assistant County Solicitor

ATTEST:

CITY OF ANNAPOLIS, MARYLAND

Regina C. Watkins-Eldridge, MMC,
City Clerk

By: _____
Michael J. Pantelides, Mayor

Date: _____

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:

Bruce T. Miller, Director
Finance Department

Virginia J. Burke, City Manager (Acting)

REVIEWED AND APPROVED BY:

Richard Newell, Director
Department of Transportation

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by the City Mayor and City Council, if Indicated.)

Timothy D. Murnane
OFFICE OF THE CITY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey Approval
or Disapproval of Substantive Nature of Transaction. Approval is
Based Upon Typeset Document. All Modifications Require Re-Approval.

SIGNATURE PAGES OF OTHER JURISDICTIONS TO FOLLOW

EXHIBIT A
SCHEDULE OF PARTY DELIVERABLES

EXHIBIT B
INVENTORYING AND VALUING PROCEDURE AND PROCESS

EXHIBIT C
PARTICIPATION SCHEDULE

EXHIBIT D
SCHEDULE OF RTA DELIVERABLES

**EXHIBIT E
CONTRACT**

**EXHIBIT F
FUNDING SCHEDULE**