

Memorandum of Understanding Between Anne Arundel County, Maryland, the City of Annapolis, and the Anne Arundel County Economic Development Corporation Regarding Shared Economic Development Programs

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ___ day of _____, 2015 by and among the City of Annapolis, a municipal corporation of the State of Maryland (the “City”), the Anne Arundel County Economic Development Corporation (the “AAEDC”) and Anne Arundel County, Maryland a body corporate and politic of the State of Maryland (the “County”).

WHEREAS, the City determined the need for an economic development program within the City government, as authorized pursuant to Article III, Section 16 of the City Charter, and established an “Economic Development Program” pursuant to Section 2.12.070 of the City Code, which will advocate for policies, regulations and laws that encourage sound and balanced economic growth in the City; and

WHEREAS, the County determined the need for an economic development program , as authorized pursuant to Article 3, Title 3 of the County Code, and established the “Anne Arundel County Economic Development Program” that is administered by the AAEDC; and

WHEREAS, the AAEDC serves the County’s business community by providing financing, entrepreneurial support, technical assistance, workforce resources and regulatory guidance; and

WHEREAS, the AAEDC serves as a partner for community revitalization; and

WHEREAS, the City seeks to collaborate with the County and the AAEDC to promote and protect private sector enterprises, provide financing, technical assistance and regulatory guidance and assistance with community revitalization in the City; and

WHEREAS, the City, County and the AAEDC agree to commit staffing, administrative, technical and funding resources to benefit their shared economic development purposes; and

WHEREAS, the City, County and the AAEDC are interested in entering into a mutually-beneficial partnership for the administration of joint economic development priorities.

NOW, THEREFORE, in consideration of these premises and the terms set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the City, the County and the AAEDC acknowledge, the City, the County and the AAEDC hereby agree as follows:

1. City General Responsibilities
 - a. The City will establish an “Economic Development Advisory Task Force” to assist the City with development of a City economic development plan.
 - b. The City will draft an “Economic Development Plan” to support the promotion,

stabilization and protection of private sector enterprises and create new economic development opportunities in the City.

- c. The City recognizes that its Department of Planning and Zoning has among its powers and duties, administering a program of economic development, and the City will create an “Economic Development Division” within its Department of Planning and Zoning to further the goals and objectives of the City’s Economic Development Program.
- e. The City will commit funding, staff positions and technical and administrative resources to the operation of the Economic Development Division for purposes of its Economic Development Program.
- f. The AAEDC will cooperate with the City in recruitment of businesses and identification of economic development opportunities that benefit both the City and the County.
- g. The City will ensure the Economic Development Division collaborates with the AAEDC to provide the financing, technical and regulatory guidance in support of City investors, real estate brokers and businesses.
- h. The City will provide resources necessary for coordination among the County, the AAEDC, and the Economic Development Division and City agencies and departments that are vital to the success of the City’s Economic Development Program.
- j. The City will commit its Public Information Officer to assist the City’s Economic Development Manager and AAEDC in coordinating all economic development communications and marketing activities.

2. City Economic Development Division Responsibilities

- a. The City’s Economic Development Division will conduct a monthly meeting of business association leaders, to include the AAEDC, to ensure ongoing communication with City businesses and to identify opportunities for enhanced business development in the City.
- b. The City’s Economic Development Division will hire an economic development manager and retain a small/minority business enterprise coordinator to work cooperatively with the AAEDC in connection with the City’s Economic Development Program and the Anne Arundel County Economic Development Program.
- c. The City’s Economic Development Division will assign its economic development manager to work two (2) days per week, on a regular schedule, at the AAEDC offices, 2660 Riva Road, Annapolis, Maryland 21401, Suite 200, and three (3) days per week at the City Department of Planning and Zoning offices, 145 Gorman Street Annapolis, MD 21401, 3rd Floor, to assist with the City’s Economic Development Program and the AAEDC.
- d. The City’s Economic Development Division will make available the City’s Small and Minority Business Enterprise Coordinator on a reasonable as-needed basis to assist the City’s Economic Development Program and the Anne Arundel County Economic Development Program.
- e. The City’s Economic Development Division will encourage City businesses to apply for appropriate workforce training assistance, and to work with the AAEDC and the County’s Workforce Development Corporation to assist City businesses in accessing workforce

training programs.

- f. The City's Economic Development Division will assist City businesses with the City's permitting and inspection processes.

3. County Responsibilities

- a. The County will support and encourage collaboration between the City and the AAEDC to meet shared priorities in support of the City's Economic Development Program and the Anne Arundel County Economic Development Program.
- b. The County will consider having representation from City-based companies appointed by the County Executive, in consultation with the Mayor of Annapolis, as members of the AAEDC and Anne Arundel Workforce Development Corporation (AAWDC) Boards of Directors.
- c. The County will ensure that the Anne Arundel County Economic Development Program, as administered by the AAEDC, will promote shared and mutually-beneficial economic development in both the City and the County.
- d. The County will cooperate in seeking private and public funds to meet shared economic development priorities in both the County and the City.

4. AAEDC Responsibilities

- a. The AAEDC will endeavor to provide office space, administrative support and appropriate training for City's Economic Development Division, including its economic development manager to be co-located at AAEDC offices.
- b. In order to further the joint economic development goals of the City and the County, the AAEDC will participate in the development of the City's Economic Development Program and its Economic Development Plan.
- c. The AAEDC will assist the City's Economic Development Division in promoting business financing and entrepreneur programs to City businesses.
- d. The AAEDC will facilitate business development counseling to City businesses through the Small Business Development Center (SBDC), which is housed in AAEDC offices.
- e. The AAEDC will cooperate with the City in securing economic data that will identify the economic value of leading business sectors to the City.
- f. The AAEDC will work with the City to focus available loan funds in retaining and growing existing City businesses.
- g. The AAEDC will assist the City in identifying specific incentives that will trigger private sector investment in buildings and businesses in the City, particularly those that will lead to an increase in the City's tax base.
- h. The AAEDC will support the City's Economic Development Division in seeking funding for projects that will enhance shared economic development goals.
- i. The AAEDC will cooperate with the City's Economic Development Division in presentation of an annual report to the City Council.

- j. The AAEDC will assist the City's Public Information Officer and Economic Development Manager in coordinating all economic development communications and marketing activities. Such efforts may include the development of promotional materials and events that highlight growth opportunities for the City and its business community.

5. Miscellaneous

- a. The City, the County and the AAEDC acknowledge that this MOU constitutes a valid agreement between the parties based on adequate and sufficient consideration, and that it is signed by persons who have authority to commit their respective jurisdictions, and that it is binding and enforceable against both jurisdictions.
- b. This MOU sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this MOU. This MOU shall not be waived, amended or modified except in writing and signed by the authorized representative(s) of all parties.
- c. The recitals (WHEREAS clauses) are incorporated into this MOU.
- c. Whenever the concurrence or approval of the City, the County and/or the AAEDC is required, such concurrence or approval shall not be unreasonably withheld or delayed, and the City, the County and the AAEDC agree to cooperate with each other to accomplish the terms and conditions of this MOU.
- d. Nothing contained in this MOU shall be construed to constitute the City, County or the AAEDC as an agent, representative or employee of any of the other parties hereto. Nor shall anything contained in this MOU be construed in any manner to create any relationship between the City, the County or the AAEDC other than what is expressly specified herein, and the City, the County and the AAEDC shall not be considered partners or co-venturers for any purpose on account of this MOU.
- e. 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 with signed receipt to the following address and individual or such other address and/or such other individual as a party may identify in writing to the other party:

To the City: Economic Development Division
 Department of Planning and Zoning
 145 Gorman Street, 3rd Floor
 Annapolis, Maryland 21401
 Attn: Planning and Zoning Director Clement Peter Gutwald

With a Copy to: City Attorney, Office of Law
 160 Duke of Gloucester Street
 Annapolis, Maryland 21401

To the County: Anne Arundel County Executive
 44 Calvert Street
 Annapolis, MD 21401
 Attn: County Executive Steve Schuh

To the AAEDC: President/CEO
Anne Arundel Economic Development Corporation
2660 Riva Road, Suite 200
Annapolis, Maryland 21401

f. Any action arising out of or in any way related to this agreement shall be brought exclusively in a court of competent jurisdiction located in Anne Arundel County, Maryland.

6. Future Collaborations

a. The City and County agree to examine the possibility of future collaborations on other issues of mutual interest, including planning, economic development, public safety, government efficiency, transportation, recreation, and public utilities where both parties may find collaboration beneficial and in the best interest of the taxpayers.

IN WITNESS WHEREOF, the parties have executed this MOU the day and year first written above.

ATTEST:

CITY OF ANNAPOLIS

Regina C. Watkins-Eldridge, MMC,
City Clerk

By: _____
Michael J. Pantelides, Mayor

APPROVED FOR FINANCIAL SUFFICIENCY:

REVIEWED AND APPROVED BY:

Bruce T. Miller, Director, Finance

Thomas C. Andrews, City Manager

REVIEWED AND APPROVED BY:

Clement Peter Gutwald, Director,
Department of Planning and Zoning

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

OFFICE OF THE CITY ATTORNEY

ANNE ARUNDEL COUNTY, MARYLAND

Steven R. Schuh, County Executive

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Anne Arundel County Office of Law

Date

ANNE ARUNDEL ECONOMIC DEVELOPMENT CORPORATION

Robert L. Hannon, President/CEO

Date