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MEMORANDUM OF UNDERSTANDING/AGREEMENT REGIONAL ACCESS MOBILITY PARTNERSHIP

The parties listed herein enter into by and between this Memorandum of Understanding/Agreement (herein after known as the AGREEMENT) as of _____, 20____, to form the Regional Access Mobility Partnership, hereinafter referred to as the RAMP.

A. Agreement Period

This Agreement shall take effect on _____, 20____ and shall continue in force for an initial period of three years. All respective parties shall review the Agreement annually and may amend and/or terminate the Agreement as described below.

B. Purpose

The purpose of this AGREEMENT is to establish a regional partnership to improve the mobility options for those individuals in the Brooke-Hancock-Jefferson County metropolitan area through interagency coordination. The Agreement describes the cooperative arrangements to achieve this goal in areas including, but not limited to, planning, policy, operations and financing.

In addition, the AGREEMENT identifies the process for joining the RAMP, the difference between voting and non-voting members of the RAMP and other procedural issues.

C. Roles and Responsibilities

The RAMP is a forum established under the auspices of the Brooke-Hancock-Jefferson Metropolitan Planning Commission as one of the recommendations from the January 2008 Public Transit-Human Service Coordinated Transportation Plan for Jefferson County. The following more fully describes details regarding the various roles and responsibilities of RAMP:

1. Lead Agency - BHJMPO shall be the lead agency for the purposes of receipt of funds, administration activities, technical, and other support necessary.
2. Membership – Membership is open to representatives from all interested public and private sector agencies and organizations.

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3. Voting Members – Social or human service providers that directly provide transportation services, partake in tangible efforts to coordinate transportation services, and demonstrate real cooperation with other transportation services that benefit the mission of the RAMP, by acceptance of this AGREEMENT are designated as Voting Members of RAMP.
4. Ex-Officio Members – Social or human service providers that may not directly provide transportation services but could benefit from the mission of the RAMP, by acceptance of this AGREEMENT can be designated as Ex-Officio by the Voting Members of RAMP. Ex-Officio Members shall receive meeting notices and information, attend RAMP meetings and participate in discussions, but agree not to influence financial decisions or participate in the voting process.
5. RAMP may establish its own bylaws and rules of procedures and may modify these as appropriate, including appoint a director, election of officers, creation of subcommittees and other related activities.
6. A quorum is a majority number of Voting Members present at a meeting convened in accordance with the rules of procedures.
7. RAMP shall base a voting decision on a simple majority of a quorum of Voting Members attending a meeting convened in agreement with the rules of procedures.
8. RAMP Voting Members shall adopt an annual work program that details activities to achieve the RAMP mission, goals, and objectives.

D. Processes

The following processes will guide RAMP:

1. **Withdrawal and Termination** – Any party may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt requested, to the “Lead Agency” at least thirty days in advance of the effective date of the withdrawal.
2. **Real and Personal Property** – Any property acquired pursuant to this Agreement wherein the “Lead Agency” is the designated

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recipient of the property, it shall be received by the "Lead Agency" and then transferred to the appropriate agency. Once the item becomes property of the recipient agency, that agency shall retain absolute ownership of said property. In the event of expiration or termination of RAMP, any items of personal or real property held by RAMP shall become the property of the "Lead Agency", subject to all applicable federal and state laws, rules, regulations.

3. Legal Relations – The parties shall comply with all applicable state and federal laws and regulations. This Agreement is solely for the benefit of the parties thereto and gives no right to any other party.
4. Amendment - No amendment or modification of this Agreement shall be valid unless it is in writing and signed by the voting members.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.
