

Amendment to Council Resolution 154-2012

BY: Mary Kay Sigaty

Legislative Day No: 14

Date: November 5, 2012

Amendment No. 1

(This amendment adds certain conditions to the Council's recognition of the Columbia Downtown Housing Corporation as the Downtown Columbia Housing Foundation; it also substitutes updated Corporation documents in Attachment A to the Resolution.)

On page 1, insert "revised" in the following places:

- In line 6, before "copy"; and
- In line 7, before "listing".

On page 2, in line 6, before "file", insert "On or before December 5, 2012,".

On the same page, in line 7, strike "as soon as practical".

On the same page, in line 9, strike "promptly" and substitute "On or before December 5, 2012,".

On the same page, in line 14, strike "and".

On the same page, in line 16, strike "on or before October 31 of each year" and substitute: "within 90 days after the end of the Corporation's fiscal year".

On the same page, in line 19, after "Fund", insert "and;".

On the same page, in line 20, insert:

"6. Include the following in the contract with the Downtown Columbia Partnership required by Section 28.116(c)(4) of the County Code:

a. A requirement that the Corporation comply with the Maryland Public

1 Information Act and the Maryland Open Meetings Act; and

2 b. A provision that Title 28 of the County Code controls in the event of a
3 conflict between the provisions of the contract and the provisions of Title 28”.
4

5 Substitute the revised list of Columbia Downtown Housing Corporation Directors, Articles of
6 Incorporation, Bylaws, and Memorandum of Understanding attached to this Amendment for the
7 corresponding documents in Attachment A to the Resolution.

Columbia Downtown Housing Corporation Directors

Roy Appletree
Paul K Casey
Jesse M Chancellor
Peter Engel
Bethany Hooper
Andrea Ingram
Brian Kim
Eric Lewis
Maria Miller
David Raderman
Bruce Rothschild
Michael Skojec
Russell K. Snyder
Pat Sylvester
Rev. Dr. Robert Turner

Ex-Officio
County Executive Representative
County Council Representative
Community developer of Downtown Columbia: John DeWolf

ARTICLES OF INCORPORATION
Columbia Downtown Housing Corporation
(A Non-stock Corporation)

ARTICLE I

I the undersigned, Roy L. Appletree, whose address is 7230 Single Wheel Path, Columbia, Maryland 21046, being at least eighteen years of age, do hereby form a non-profit, non-stock corporation under the laws of the State of Maryland.

ARTICLE II

The name of the corporation is Columbia Downtown Housing Corporation (hereinafter referred to as the “Corporation”).

ARTICLE III

The Corporation is formed exclusively for charitable, religious, educational, scientific and non-profit purposes as defined under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and are as follows:

1. To lessen the burdens of government as related to the health and welfare of the downtown community by serving as the Downtown Columbia Housing Foundation and administering the Downtown Columbia Housing Fund;
2. To ensure very low, low and moderate income families and individuals with access to quality affordable housing in downtown Columbia, Maryland;
3. When appropriate, to aid in the efforts of the planning, development and preservation of quality affordable housing in downtown Columbia, Maryland;
4. To promote and support Howard County’s strategies designed to affirmatively further fair housing.
5. To educate the community on issues relating to affordable housing and homeownership;
6. To undertake other projects, programs, and activities consistent with Section 501(c)(3) of the Internal Revenue Code and applicable state law.

ARTICLE IV

The street address of the principal office of the Corporation in Maryland is 6751 Columbia Gateway Drive, Third Floor, Columbia, Maryland 20146.

ARTICLE V

The name of the resident agent of the Corporation in Maryland is Roy L. Appletree, whose address is 7230 Single Wheel Path, Columbia, Maryland 21046.

ARTICLE VI

The Corporation has no authority to issue capital stock.

ARTICLE VII

The number of directors of the Corporation shall be no less than seven (7) nor more than fifteen (15) which number may be increased or decreased pursuant to the bylaws of the Corporation. The names of the directors who shall act until the first meeting or until their successors are chosen and duly qualified are:

See Attachment A

ARTICLE VIII

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set for in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IX

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization(s), as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE X

The duration of the Corporation shall be perpetual.

ARTICLE XI

The Corporation shall indemnify any and all of its current or future directors, officers, employees, and agents acting on behalf of the Corporation as provided in the bylaws of the Corporation. This provision, however, shall not eliminate or limit the liability of a director or officer for:

1. Any breach of the director's or officer's duty of loyalty to the Corporation;
2. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or
3. Any transaction from which the director or officer derived an improper personal benefit.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation, and acknowledge the same to be my act this ____ day of _____, 2012.

SIGNATURE OF INCORPORATOR:

Roy L. Appletree

CONSENT OF RESIDENT AGENT:

I, Roy L. Appletree, residing at 7230 Single Wheel Path, Columbia, Maryland 21046, do hereby consent to serve as Resident Agent for the Corporation. I am over eighteen years of age and a resident of the State of Maryland.

Signature

Date

BYLAWS
of
Columbia Downtown Housing Corporation
A Maryland Non-stock Corporation

ARTICLE I
NAME

Section 1.1 Name. The name of the Corporation is Columbia Downtown Housing Corporation (hereinafter referred to as the “Corporation”).

ARTICLE II
OFFICE

Section 2.1 Principal Office. The principal office for the transaction of affairs and activities of the Corporation is located at 6751 Columbia Gateway Drive, Third Floor, Columbia, Maryland 21046. The Board of Directors of the Corporation (the "Board") may change the principal office from one location to another. Any change shall be noted on these Bylaws, or this section may be amended to state the new location.

Section 2.2 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE III
MEMBERS

Section 3.1 Members. The directors of the Corporation shall also constitute the members of the Corporation and when meeting as directors may exercise the rights and powers of members.

ARTICLE IV
DIRECTORS

Section 4.1 Powers. Subject to the provisions and limitations of the laws of the State of Maryland and all other applicable laws, all powers and activities of the Corporation shall be exercised directly by or under the ultimate direction of the Board. The Corporation shall administer the Downtown Columbia Housing Fund as defined in Section 28.101(f) of the Howard County Code (the “Fund”). In its administration of the Fund, the Board shall consider the need to affirmatively further fair housing. The Board by resolution may hire or retain independent contractors to serve as consultants on financial, legal or other matters as deemed appropriate or necessary by the Board to fulfill its purposes.

Section 4.2 Number of Directors. The number of directors shall be no less than seven (7), nor more than fifteen (15) unless a greater or lesser number is authorized by the Board. At any regular meeting or at any special meeting called for that purpose, a majority of the entire Board may establish, increase or decrease the number of directors, provided that the tenure of office of a director shall not be affected by any decrease in the number of directors.

Section 4.3 Ex Officio Directors. Ex officio directors will include either the listed official or his or her direct designee representing (1) the Howard County Executive, (2) the Howard County Council, and (3) the community developer of Downtown Columbia as described in the Downtown Columbia Plan. Ex officio Directors shall not be members within the meaning of Section 3.1, shall be non-voting and shall not be considered when constituting a quorum, majority or unanimity or for any purpose stated herein. Ex officio directors shall not be officers of the Corporation.

Section 4.4 Appointment of Directors. A director, including a vacancy resulting from an increase in the number of directors, shall be appointed by a majority vote of the incumbent directors at any regular or special meeting.

Section 4.5 Term. The terms of the directors shall be staggered. The initial Board shall be divided into three (3) approximately equal classes of directors ("Class 1", "Class 2", and "Class 3"). Class 1 directors shall serve a term of one (1) year. Class 2 directors shall serve a term of two (2) years. Class 3 directors shall serve a term of three (3) years. Thereafter, all directors shall serve three-year terms with approximately one-third of the directors elected at each annual meeting.

Section 4.6 Quorum. A majority of the directors shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting of which a quorum is present, or such greater proportion of the directors as may be required by statute, by the charter or by these Bylaws, shall be the act of the Board.

Section 4.7 Compensation and Reimbursement of Directors. The directors shall serve without compensation though they may be reimbursed for their expenditure of monies on behalf of the Corporation.

Section 4.8 Vacancies on the Board. A vacancy shall be deemed to exist in the event that the actual number of directors is less than the authorized number for any reason.

Section 4.9 Removal of Directors. A director may be removed from office with or without cause upon the affirmative vote of not less than a majority of the votes entitled to be cast by the directors of the Corporation in the election of directors.

Section 4.10 Resignation of Directors. Except as provided below, any director may resign by giving written notice to the President or Secretary of the Board. The resignation shall be

effective when the notice is given unless it specifies a later time for the resignation to become effective and the acceptance of such resignation shall not be necessary to make it effective.

Section 4.11 Filling Vacancies. Vacancies, including a vacancy resulting from an increase in the number of directors, shall be filled as provided for in Section 4.4 herein. A director elected to fill a vacancy shall serve for the remainder of the full term of the class of directors in which the vacancy occurred, and until his successor is duly elected and qualifies.

Section 4.12 Standard of Care - General. A director shall perform the duties of a director, including duties as a member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances. In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One (1) or more officers or employees of the Corporation whom the director believes to be reliable and competent in the matters presented;
- (b) Counsel, independent accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence; or
- (c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry when the need thereof is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except in the case of a self-dealing director, as described in Section 4.14 of these Bylaws, a person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

Section 4.13 Standard of Care – Investments. Except with respect to assets held for use or used directly in carrying out the Corporation's charitable activities, in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the Corporation's capital. The provisions of Section 4.12 of these Bylaws shall apply to this Section.

Section 4.14 Self-Dealing Transactions. Except as provided herein, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one in which the Corporation is a party and in which one (1) or more of the directors has a material financial interest or one (1) or more of the directors is connected with, or is an officer of, an entity (other than the Corporation) that is involved in the transaction. The Board may approve a self-dealing transaction if a majority of the Board determines that the transaction is fair and reasonable to the Corporation and, after reasonable investigation under the circumstances, determines that it could not have secured a

more advantageous arrangement with reasonable effort under the circumstances. The self-dealing director(s) shall abstain from any vote relating to a self-dealing transaction.

Section 4.15 Inspection. Every director shall, at his or her own expense, have the absolute right at any reasonable time during the business hours of the Corporation to inspect and copy all books, records, and documents, and to inspect the physical properties of the Corporation.

ARTICLE V

MEETINGS OF DIRECTORS

Section 5.1 Annual Meeting. The annual meeting of the directors of the Corporation in their capacity as members of the Corporation shall include the ex officio directors and shall be held at such time and place as determined by the Board each year. The business to be transacted at the annual meeting shall include the election of directors and officers and any other corporate business as may properly come before the membership.

Section 5.2 Regular Meetings. Regular meetings shall be held at least once each year at such time and place as shall from time to time be fixed by the directors for the purpose of organization, election of officers and the transaction of other business.

Section 5.3 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President or by a majority of the directors.

Section 5.4 Notice. Subject to applicable law, notice of annual, regular and special meetings shall be given to the directors not less than five (5) days prior to the meeting if delivered by first class mail or not less than seventy-two (72) hours prior to the meeting if the notice is delivered personally or by telephone, electronic transmission, or facsimile. The notice must state the date and time of the meeting and the place of the meeting if it is other than the principal office of the Corporation. Notice by mail shall be deemed to be given when deposited in the United States mail properly addressed, with postage thereon prepaid. Telephone notice shall be deemed to be given when the director is personally given such notice in a telephone call to which he or she is a party. Electronic transmission notice shall be deemed to be given upon receipt of such notice is confirmed to be delivered to any address or number given to the Corporation by the director at which the director receives electronic transmissions. Facsimile transmission notice shall be deemed to be given upon completion of the transmission of the message to the number given to the Corporation by the director and receipt of a completed answer-back indicating receipt. Any director may waive notice of any meeting by written waiver filed with the records of the meeting, either before or after the holding thereof. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board need be stated in the notice, unless specifically required by statute or these Bylaws.

Section 5.5 Waiver of Notice. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with

the corporate records or made a part of the minutes of the meetings. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.6 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place at which a quorum is present. Notice of any adjournment to another time and place shall be given to the directors who were not present at the time of the adjournment.

Section 5.7 Action Without a Meeting. Any action that the Board is required or permitted to take may be taken without a meeting if a unanimous consent of all directors which sets forth the action is given in writing or by electronic transmission by each member of the Board. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed in paper or electronic form with the minutes of the proceedings of the Board.

Section 5.8 Meetings by Conference Telephone. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all persons participating in the meeting can hear one another. Participation by directors in a meeting in the manner provided in this section constitutes presence in person at the meeting.

ARTICLE VI

COMMITTEES OF DIRECTORS

Section 6.1 Formation of Committees and Powers. The Board may, by resolution adopted by a majority of the incumbent directors, designate one (1) or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the incumbent directors. Any committee, to the extent provided in the resolution, shall have all the authority of the Board, except that any committee, regardless of Board resolution, shall not:

- (a) Fill vacancies on the Board or on any committee;
- (b) Amend or repeal bylaws or adopt new bylaws;
- (c) Amend or repeal any resolution of the Board, which by its express terms is not so amendable or repealable;
- (d) Appoint any other committees of the Board or the members of these committees;
- or
- (e) Approve any self-dealing transaction.

Section 6.2 Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of these Bylaws, with such changes in the context of these Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws concerning meetings of directors.

Section 6.3 Meeting by Conference Telephone. Members of a committee of the Board may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participating in a meeting by such means constitutes presence in person at a meeting.

Section 6.4 Informal Action. Any action required or permitted to be taken at any committee meeting may be taken without a meeting if a unanimous consent which sets forth the action is given in writing or by electronic transmission by each member of the committee and filed in paper or electronic form filed with the minutes of proceedings of the Board.

ARTICLE VII

OFFICERS

Section 7.1 Officers of the Corporation. The officers of the Corporation shall be a President, a Secretary and a Treasurer. The Corporation may also have, at the Board's discretion, such other officers as may be appointed in accordance with Section 7.3 of these Bylaws. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President. In the absence of the President, the Secretary shall convene and conduct meetings. All officers shall be elected or appointed from incumbent members.

Section 7.2 Appointment of Officers. Except as otherwise provided herein, the Board shall designate all officers of the Corporation for terms of one (1) year and until their successors are designated and qualified. There shall be no limits on the number of consecutive terms an officer may serve as an officer of the Corporation.

Section 7.3 Other Officers. The Board may appoint or may authorize the President or other officer, to appoint any other officers that the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

Section 7.4 Removal of Officers. Any officer may be removed with or without cause by the Board at any time.

Section 7.5 Resignation of Officers. Any officer may resign at any time by giving written notice to the President or Secretary of the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall not affect the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 7.6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided, however, that vacancies may be filled as they occur.

Section 7.7 Reimbursement of Expenses. At the direction of the Board, the Corporation may provide reimbursement for monies expended on behalf of the Corporation by its officers.

Section 7.8 President. The President of the Corporation ~~and~~ shall be responsible for conducting the affairs of the Corporation in a manner consistent with the policies and directives of the Board. The President shall preside at meetings of the Board and shall exercise and perform such other powers and duties as may from time to time be assigned to the President by the Board. Subject to the control of the Board, the President shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers.

Section 7.9 Secretary. The Secretary shall have the following duties:

- (a) The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.
- (b) The Secretary shall keep or cause to be kept at the Corporation's principal office, a copy of the Articles of Incorporation and Bylaws of the Corporation, as amended to date.
- (c) The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall keep the corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 7.10 Treasurer. The Treasurer shall have the following duties:

- (a) The Treasurer shall be the chief financial officer of the Corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times during the business hours of the Corporation.
- (b) The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the President and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as the Board or the Bylaws may prescribe.
- (c) If required by the Board, he or she shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office,

of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

Section 8.2 Corporate Seal. The Corporation may have a seal, which shall be specified by resolution of the Board. The seal may be affixed to any corporate instruments, as directed by the Board or any of its officers, but failure to affix it shall not affect the validity of the instrument.

Section 8.3 Contracts. All contracts entered into on behalf of the Corporation must be authorized by the Board. The Board shall develop a policy establishing a maximum amount for which the President has contractual authority.

Section 8.4 Execution of Checks. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the Corporation shall be signed by such individuals as are authorized by the Board.

Section 8.5 Indemnification. The Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law, against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative. In all cases where indemnification is sought, the Corporation shall be subject to the following restrictions and requirements:

- (a) Where the action or proceeding is brought on behalf of the Corporation or involves self-dealing transactions, as defined in Section 4.14 of these Bylaws, the Corporation shall not indemnify against amounts paid in settlement or judgment amounts, but shall, upon the express authorization of the Board, indemnify the director, officer, employee or agent against expenses incurred in defense of an action arising from his or her relation to the Corporation. To indemnify in such cases the Board must find the person met the statutorily prescribed standard of care by acting (1) in good faith, (2) in the best interests of the Corporation, and (3) with the care of an ordinarily prudent person.
- (b) Where the person seeking indemnification under this section has been held liable to the Corporation, or has settled his or her liability to the Corporation, the Corporation shall not indemnify against expenses without the approval of a court of competent jurisdiction.
- (c) The Board shall determine whether the person seeking indemnification has acted in accordance with the standard of care set forth in subsection (a) of this Section by a majority vote of a quorum consisting of disinterested directors. The termination of any proceeding in a manner adverse to the defendant seeking indemnification shall not create a presumption that such person failed to meet the standard of care.

- (d) Where the person seeking indemnification has been successful on the merits in defense of any action or proceeding brought on behalf of the Corporation or in defense of any claim or issue involved in such action or proceeding, the Corporation shall indemnify against all expenses actually and reasonably incurred.
- (e) The Corporation shall not advance any money to the person seeking indemnification for the purpose of defending against any action or proceeding without the receipt of an undertaking by such person to repay all advances unless it is ultimately determined that he or she is entitled to indemnification.

Any repeal or modification of any of the foregoing Section 8.5, shall be prospective in operation and effect only, and shall not adversely affect any right to indemnification or advancement of expenses hereunder existing at the time of any such repeal or modification.

The indemnification and reimbursement of expenses provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person against any liability and expenses to the fullest extent permitted by law, nor shall it be deemed exclusive of any other right to which any person seeking indemnification from the Corporation may be entitled under any agreement, applicable law, a vote of the disinterested directors, or otherwise, both as to action in such person's official capacity as a director or officer of the Corporation and as to action in another capacity, at the request of the Corporation, while acting as a director or officer of the Corporation.

Section 8.6 Insurance. The Board shall adopt a resolution authorizing the purchase of insurance on behalf of all directors, officers, employees or agents of the Corporation against any liability asserted against or incurred by the director, officer, employee or agent in such capacity or arising out of the director's, officer's, employee's or agent's status as such, whether or not this Corporation would have the power to indemnify the director, officer, employee, or agent against that liability under law; except, the Corporation may not purchase insurance to protect self-dealing directors (as defined in Section 4.14 of these Bylaws) from liability.

Section 8.7 Reports. The President shall furnish an annual written report to all directors of the Corporation, the County Council, County Executive and the Downtown Columbia Partnership containing the following information:

- (a) A description of progress and problems in carrying out the program as described in Section 28.205 of the Howard County Code;
- (b) The financial standing of the Fund;
- (c) How the fund has been used in the past year; and
- (d) The projected uses of the Fund.

This report also shall be available to the public.

Section 8.8 Amendment of Bylaws. The Bylaws of the Corporation may be amended or repealed and new Bylaws adopted by the vote of a majority of the incumbent directors. Such amended or newly adopted Bylaws shall take effect immediately.

ARTICLE IX
Certificate of Officer

I, the undersigned, certify that I am the presently elected and acting President of Columbia Downtown Housing Corporation, Maryland non-stock corporation, and the above Bylaws of the Corporation are the Bylaws of the Corporation as adopted at a meeting of the Board of Directors held on the _____ day of _____, 2012.

[NAME]
President

Date

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered into between the Columbia Downtown Housing Corporation (the "Corporation") and Howard County, Maryland (the "County") by and through its Department of Housing and Community Development (the "Department") shall be effective as of this _____ day of _____, 2012.

RECITALS

WHEREAS, the County Council of Howard County, Maryland (the "Council"), by Resolution No. 154-2012, has recognized the Corporation as the Downtown Columbia Housing Foundation (the "Foundation") in accordance with Section 28.204(b) of the Howard County Code (the "Code") as authorized by Council Bill No. 24-2012 with the purpose of operating the Downtown Columbia Housing Fund to provide affordable housing assistance as an amenity within the Downtown Columbia Management District in accordance with Section 28.101(f) of the Code.

WHEREAS, Section 28.207 of the Code permits the County to provide, within the limits of available funding, administrative and financial support to the Foundation.

WHEREAS, the Department is the branch of the County that is primarily responsible for the County's affairs that pertain to the development of, preservation of, and access to affordable housing.

WHEREAS, the Corporation and the Department have as their intent and purpose to assist the Corporation in carrying out the functions of the Foundation by providing staff and financial support to the Corporation, and it is in the public interest for the Department to provide such assistance to the Corporation.

WHEREAS, the Corporation and the Department agree that their aforementioned intent and purpose can be best achieved through a harmonious relationship between them.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

AGREEMENTS

1. **Recitals Incorporated.** The Recitals stated above are fully incorporated into this MOU and are made a part hereof.
2. **Term.** This MOU shall exist in perpetuity until terminated in accordance with the terms and conditions herein.
3. **Department Responsibilities.** Within the limits of the Department as determined by the Director, the Department shall provide staff and financial support to assist the Corporation in carrying out its functions as the Foundation. The Director and Deputy Director of the

Department shall coordinate all work performed by the Department's personnel. The Director and Deputy Director of the Department shall be solely responsible for assigning all tasks that pertain to the Department's obligations hereunder, and the Corporation shall have no authority to direct or assign tasks to the Department's personnel. The support to be provided by the Department to the Corporation may include, but not be limited to, the following:

- a. Evaluating and processing affordable housing transactions;
- b. Facilitating discussions and cooperative relationships with real estate developers;
- c. Drafting and negotiating documents; and
- d. Implementing and monitoring affordable housing transactions after closing.

4. **Administrative Reimbursement.** The Department may request from the Corporation payment of administrative reimbursement for services provided hereunder. The amount of such administrative reimbursement shall be within the limitations provided in Section 28.116(c)(5) of the Code.
5. **Corporation Responsibilities.** The Corporation shall submit any and all requests for work by Department personnel to the Director or Deputy Director of the Department for assignment. The Corporation shall indemnify the County, the Department, and their officers, directors, employees and agents against all costs, charges and expenses incurred or sustained in connection with any action, suit or proceeding to which they may be made a party by reason of the County's or the Department's performance of any obligations hereunder.
6. **Insurance.** The Corporation shall maintain in effect without interruption for the term of this Agreement a comprehensive general liability policy approved by the County's Risk Management Administrator. The Corporation shall deliver a Certificate of Insurance in a form acceptable to the Risk Management Administrator evidencing such coverage at the time of execution of this MOU.
7. **Conflict of Corporation and Department's Interests.** If the Director of the Department determines, in the Director's sole discretion, that a conflict of interests exists between the Corporation and the Department in regard to a proposed project, transaction, or other circumstances, the Director may determine that the Department will not assist the Corporation in the proposed project, transaction, or circumstances.
8. **Termination.** This MOU may be terminated at any time upon the mutual written consent of the parties hereto. Either party may terminate this MOU upon 90 days written notice to the other party of its intent to terminate. This MOU shall immediately terminate upon the Council's withdrawal of its recognition of the Corporation as the Foundation.
9. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered: (a) in person; (b) by first class mail; (3) by facsimile; or (4) electronic mail, and such notices shall be addressed as follows:

If to the Corporation:

[Address 1]

[Address 2]

[Address 3]

Attention: [Name]

Fax: [#]

[E-Mail]

If to the Department:

HC Department of Housing and Community Development
6751 Columbia Gateway Drive, Third Floor
Columbia, MD 21046
Attention: Thomas P. Carbo
Fax: (410) 313-5960
tcarbo@howardcountymd.gov

- 10. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Maryland
- 11. Entire Agreement.** This MOU constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, expressed or implied, written or oral, between the parties with respect hereto.
- 12. Amendment.** No amendment to this MOU shall be effective unless it is in writing and signed by both parties.
- 13. Assignment.** This MOU shall not be assigned by either party without the written consent of the other party.
- 14. Binding Effect.** This MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. No Third Party Beneficiaries.** This MOU shall not confer any rights or remedies upon any person or entity other than the parties hereto and their successors and permitted assigns.
- 16. Further Assurances.** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this MOU.
- 17. Standard of Performance.** In the performance of the respective obligations hereunder, the parties shall act in good faith and use reasonable business judgment.
- 18. No Personal Liability.** No director, officer, or employee of either party shall be personally liable for any obligations hereunder.

[SIGNATURES BEGIN ON NEXT PAGE]

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

WITNESS:

THE CORPORATION:

Downtown Columbia Housing Corporation

By: _____ (SEAL)

[Name]

President and Authorized Signatory

WITNESS:

THE COUNTY:

Howard County, Maryland

By: _____ (SEAL)

Kenneth Ulman

County Executive and Authorized Signatory

WITNESS:

THE DEPARTMENT:

Howard County Department of
Housing and Community Development

Shirelle M. Bennett
Deputy Director

By: _____ (SEAL)

Thomas P. Carbo

Director and Authorized Signatory

APPROVED FOR LEGAL SUFFICIENCY

Margaret Ann Nolan
County Solicitor