

Memorandum of Understanding

THIS Memorandum of Understanding (“MOU”) dated this ____ day of _____, 2023, by and between THE CITY OF HYATTSVILLE, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and HERITAGE GARDEN MASTER NATURALISTS, hereinafter referred to as “HGN.”

RECITALS

WHEREAS, The City desires to permit HGN reasonable use of McClanahan Park for a Heritage garden plot; and

WHEREAS, HGN is a group of Master Naturalists whom desires to have access to McClanahan Park for the purpose of organizing and encouraging members of the public to cultivate a garden plot within the park as specified by the City; and

WHEREAS, on September 18th 2023, the City Council authorized the establishment of an MOU between the HGN and the City: and

TERMS

NOW, THEREFORE, in consideration of the mutual covenants, benefits and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the City and HGN agree to the MOU as follows:

ARTICLE 1. GENERAL PROVISIONS

- A. The above Recitals are hereby incorporated into this MOU; and
- B. The City by this MOU grants HGN non-exclusive and reasonable access and use of the garden plot at McClanahan Park, during the programing period as further

specified by the City and this MOU so as to provide for the residents of Hyattsville recreational, educational, cultural and community development values and for no other purpose.

**ARTICLE 2. HERITAGE GARDEN MASTER NATURALISTS
RESPONSIBILITY**

1. HGN will submit to the City prior to commencing any work in the garden plot, the following:
 - A. Groups mission and goals.
 - B. Proposed Budget of operational costs and sources of financing.
2. HGN will assume all liability and responsibility during work at McClanahan Park.
3. Items in 1. Above shall be presented along with this MOU to the Mayor and Council for approval before there can be any development of the garden plots. All installations shall be coordinated with City staff so that watering for establishment can be coordinated.
4. HGN will hold harmless and indemnify the City from any causes, from any and all damages and costs except as provided herein in this MOU, expenses and fees caused by HGN use of the community garden lot at McClanahan Park.
5. HGN is responsible for ensuring that no hazardous or combustible material shall be stored at or near the site. HGN will ensure that its members, will not drive or allow to be driven any motorized vehicle on the park property and

that they will conduct themselves and their operations in a responsible and workmanlike manner when present at the gardens.

ARTICLE 3. THE CITY'S RESPONSIBILITY

The City will:

1. Provide oversight inspection and review to ensure the installations and volunteer events align with city mission and objectives.
2. Provide planting materials for the site events.
3. Assist with advertisement of events.
4. Assist with watering services to the site, in partnership HGN volunteers.
5. The City reserves the right in its discretion to allow the use of portions of McClanahan Park to other parties at any time.

ARTICLE 4. LENGTH OF MOU

This MOU shall remain in effect from 2023 to 2024 or until terminated pursuant to the terms herein or revised upon such terms as may be agreed upon in writing and signed by the parties.

ARTICLE 5. RIGHT OF ACCESS

HGN have the right to access the site for assessments, and volunteer events throughout the term of the MOU

ARTICLE 6. TERMINATION

This MOU may be terminated by either party upon not less than thirty (30) days written notice to the other party. HGN waives any claim for damages if the City terminates the Agreement as to produce in the ground and will hold harmless and defend

the City from any liability if any of its members/participants attempt to seek damages from the City for such termination.

ARTICLE 7. APPLICABLE LAW

This MOU shall be governed by the laws of the State of Maryland. Any suit to enforce the terms hereof and for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring any such suit elsewhere.

ARTICLE 8. SUCCESSORS AND ASSIGNS

Each of the parties binds itself, its partners, successors, assigns and legal representatives to this MOU and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this MOU. Neither party shall assign, sublet or transfer its interest in this MOU without the written consent of the other party. The HGN specifically agrees that any of the gardeners that are allowed to cultivate the plots are members of the HGN and as such are governed by the terms of this Agreement.

ARTICLE 9. MISCELLANEOUS

1. The person executing this MOU on behalf of HGN hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this MOU on behalf of HGN.
2. Any modification or revision of this MOU shall be in writing and signed by both parties.

The parties hereby agree and covenant by their signatures below that they have read and agree with the terms and conditions of this MOU in its entirety.

The City of Hyattsville

McClanahan Park Master Naturalist

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name