

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF HYATTSVILLE AND  
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION**

THIS MEMORANDUM OF UNDERSTANDING (the “Memorandum”) is hereby made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and among the City of Hyattsville (the “City”), a body corporate and politic and The Maryland-National Capital Park and Planning Commission (the “Commission”), a public body corporate and agency of the State of Maryland, acting on behalf of the Commission’s Prince George’s County Planning Board.

**RECITALS**

WHEREAS, Maryland Annotated Code, Land Use Article (“Land Use Article”), Titles 14 through 27 generally charges the Commission with regulating the land use planning, zoning, and development of the Maryland-Washington Regional District (“Regional District”); and

WHEREAS, pursuant to Land Use Article Titles 21 and 22 the Commission has authority to initiate and adopt certain plans pertaining to the physical development of that portion of the Regional District located in Prince George’s County; and

WHEREAS, pursuant to Land Use Article Titles 20 through 22, the Commission has the responsibility for planning, platting, and zoning functions primarily local in scope, as distinguished from the regional planning functions of the Commission relating to or affecting the Regional District as a planning unit; and

WHEREAS, pursuant to Land Use Article Section 15-110, the Commission has the authority to appoint, fix the compensation of, or contract for the services of planning, engineering, administrative, auditing, clerical or other employees necessary for the administration of this Article; and

WHEREAS, the County, through its various agencies, offices, and other non-departmental projects, provides services and performs functions which are within the area of responsibility of the Commission as set forth in Land Use Article Titles 14 through 27; and

WHEREAS, the Commission desires to reimburse the City for cost incurred by the City to implement a Business Improvement District (BID) at Hyattsville Crossing; and

WHEREAS, the parties desire to express the terms of their mutual and respective understanding according to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

**1. Purpose.** To provide strategic advisory services in developing a strategy and assisting stakeholders in implementation of a BID at Hyattsville Crossing.

**2. Term.** This Memorandum shall cover services commencing and effective as of June 1, 2021 and ending December 31, 2022.

**4. Scope of Services.** The City shall procure the services of a consultant to implement a Business Improvement District to drive investment and placemaking for Hyattsville Crossing. The City of Hyattsville agrees to complete the services through utilization of a consultant as outlined in Attachment One to this agreement, which is attached hereto and incorporated herein.

**5. Payment.** The Commission shall provide reimbursement in the amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00). This amount is pursuant to Attachment Two (price quote received from the City of Hyattsville's consultant (HR&A), dated April 30, 2021 attached hereto and incorporated herein by reference.. In order to receive payment, the City shall invoice the Commission after completion of services as outlined in Attachment One. Upon receipt of an invoice, the Commission shall reimburse the City for the services rendered pursuant to this Memorandum within Thirty (30) days of receiving approved invoices. The invoice shall be supported by copies of the consultant's invoices detailing services provided. The City shall retain the original documents supporting the financial records for three years after the completion of the services as outlined in this Memorandum. Upon reasonable notice by the Commission, the City shall provide copies of the detailed documentation (invoices, contract etc.), at no charge to the Commission, to support the specific transaction as may be requested by the Commission's external auditors, internal auditors or staff. The City shall submit the invoice to the Commission to:

Program Manager – Adam Dodgshon  
Community Planning Division, Placemaking Section  
Prince George's County Planning Department  
14741 Governor Oden Bowie Drive  
Upper Marlboro, MD 20772

**6. Compliance with Laws, Rules and Regulations; No Discrimination.** The City and the Commission shall be bound by and comply with (at their respective sole cost and expense) all federal, state and local laws, ordinances, and regulations (hereinafter collectively referred to as "Laws") applicable to the foregoing. The City and the Commission expressly covenant, jointly and severally, that they each shall comply with all applicable Laws pertaining to wages, workers' compensation, equal employment opportunity, and shall not discriminate against any employee or applicant for employment

because of age, sex, race, creed, color, national origin, sexual orientation, or disability within the meaning of such Laws.

**7. Notices.** Any notice, request, demand, and consent or other communication which are required or may be given under this Memorandum shall be given as follows:

If to the Commission, by First Class U.S. mail with postage prepaid to:

Executive Director  
Maryland-National Capital Park and Planning Commission  
6611 Kenilworth Avenue, Suite 402  
Riverdale, MD 20737

If to the City, by First Class U.S. mail with postage prepaid to:

City Administrator  
City of Hyattsville  
Administration Building  
1301 McCormick Drive  
Hyattsville, Maryland 20737

**8. Integration; Amendment; Waiver; Assignment.** This instrument supersedes any preceding agreement made by and between the parties. No provision of this Memorandum may be amended, waived, or otherwise modified without the prior written consent of all of the parties hereto. No action taken pursuant to this Memorandum, including any investigation by or on behalf of any party shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement herein contained. The waiver by any party hereto of a breach of any provision or condition contained in this Memorandum shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

**9. Counterparts.** This Memorandum may be executed in counterparts, each which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**10. Authorization and Validity of Agreements.** The signatories hereto, each and respectively, warrant that he or she has the full right, power and authority to execute, acknowledge, seal and deliver this Memorandum and to authorize performance of the transactions contemplated by this Memorandum. This Memorandum has been duly executed, acknowledged, sealed and delivered by the parties as their legal, valid and binding obligations, enforceable against the parties, respectively, in accordance with its terms.

**11. Severability.** The invalidity or illegality of any provision of this Memorandum shall not affect the remaining provisions of this Memorandum, and the remainder of the Memorandum shall remain in full force and effect for the term of the Memorandum.

**12. Applicable Law.** This Memorandum shall be construed, interpreted and enforced in accordance with the laws of Prince George's County and the State of Maryland.

**13. No Partnership or Joint Venture.** For the purpose of the services authorized under this Memorandum, and is not an agency or employee of the Commission.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum as of the date first written above.

[SIGNATURE PAGE FOLLOWS DIRECTLY]

**CITY OF HYATTSVILLE, MARYLAND**

\_\_\_\_\_  
James Chandler, CEcd, LEED AP  
Assistant City Administrator

By: \_\_\_\_\_  
Tracey Douglas  
City Administrator

**ATTEST:**

**MARYLAND-NATIONAL CAPITAL PARK  
AND PLANNING COMMISSION**

\_\_\_\_\_  
Joseph Zimmerman  
Secretary-Treasurer

By: \_\_\_\_\_  
Asuntha Chiang-Smith  
Executive Director

\_\_\_\_\_  
Reviewed for Legal Sufficiency