

MEMORANDUM OF UNDERSTANDING
Between the City of Hyattsville and the Town of Edmonston
for the Use of the City of Hyattsville's Street Sweeper.

This Memorandum of Understanding ("MOU") is made this 9th day of APRIL, 2024, by and between the City of Hyattsville, Maryland, a body corporate and politic in the State of Maryland ("City") and the Mayor and Council, Town of Edmonston, a body corporate and politic in the State of Maryland ("Town") (referred to collectively herein as the "Parties").

WHEREAS, the City owns and maintains a street sweeper and the Town wishes to utilize that street sweeper to clean the public streets in Edmonston; and

WHEREAS, the Parties have agreed that the City will solely provide, maintain, service, and operate the street sweeper in exchange for a fee to be paid by Edmonston under the terms and conditions of this MOU.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Street Sweeper. The Parties agree that the street sweeper shall be solely owned, operated, and maintained by the City. The City shall provide street sweeper services ("Services"), which shall include an operator and street sweeper for cleaning of streets designated by the Town and removal and disposal of all collected debris. The City shall provide all required water. All costs relating thereto shall be the sole responsibility of the City.

2. Fee. As consideration for the Services, the Town shall pay to the City a daily fee of eight hundred dollars and zero cents (\$800.00). A day is defined as 7:00 a.m. to 3:30 p.m. with travel time and breaks included. The Director of Public Works for the City shall establish a *pro*

rata fee schedule consistent with the requirement that one day (as defined herein) shall equal \$800.00 payment. The City shall provide an invoice to the Town and payment is due immediately upon receipt of the invoice.

3. Scheduling and Operations. The scheduling of the Services shall be agreed by the Parties. The Parties agree that the City has priority in scheduling the Services. The Parties shall meet yearly to schedule the Services for each subsequent year. Such schedule shall include Services to the Town during the period that the town requests service. The Parties, because of unusual circumstances, may need extra usage in any year. The Parties recognize that the street sweeper must be repaired and maintained and agree that any time required for such repair and maintenance may require an amendment to the existing agreed schedule of work. No parking restrictions will be instituted by the Town during provision of the Services.

4. Dispute Resolution. Any dispute arising out of this MOU shall be settled by the Directors of Public Works for Hyattsville and Edmonston meeting jointly. Should they fail to come to a resolution, the dispute shall be resolved by the City Administrator for Hyattsville in consultation with the City Administrator's counterpart at Edmonston. The decision of the City Administrator shall be final.

5. Insurance. The City is responsible for obtaining and maintaining appropriate insurance for the street sweeper.

6. Indemnification/Hold Harmless. Hyattsville and Edmonston agree to indemnify and hold harmless the other Party from and against any claim for loss, personal injury, and/or damage that may be suffered as a result of each party's own negligence or willful misconduct in the performance of the services herein or for any failure to perform the obligations of this MOU, including, but not limited to, reasonable attorney's fees and any other costs incurred by each Party,

in defending any such claim. Each Party agrees to notify the other Party in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Party regarding the services and work provided hereunder. This provision shall survive termination of this MOU.

7. Renewable Annually. This MOU shall renew automatically on the first day of July.

8. Laws of Maryland. This MOU shall be construed to be in accordance with the laws of the State of Maryland.

9. Termination. Either party hereto may cancel its participation in this MOU at any time by giving thirty (30) days written notice to the other party.

10. Notice. All notices, demands, or requests (each a "Notice," and, collectively, the "Notices") required or permitted to be given pursuant to this MOU shall be in writing, and shall be by certified mail, postage prepaid, return receipt requested, and all such Notices shall be deemed delivered when received. Rejection or other refusal to accept or inability to deliver because of changed address of which no Notice has been given shall constitute receipt of the Notice. Notices shall be addressed as follows:

If given to Hyattsville: City of Hyattsville
Attn: Director of Public Works
4310 Gallatin St.
Hyattsville, MD 20781

If given to Edmonston: Town of Edmonston
Attn: Town Manager, Rod Barnes
5005 52nd Ave
Edmonston, MD 20781

11. Incorporation of Recitals. The Recitals set forth above are incorporated into this MOU.

12. Entire Agreement. This MOU contains the entire MOU between the parties hereto and shall be binding upon each party, its successors and assigns.

Attest:

City of Hyattsville, Maryland

City Clerk

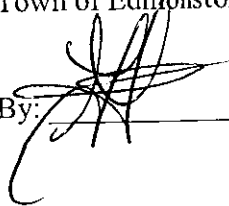
By: _____

Attest:

Mayor and Common Council
Town of Edmonston

Audli Gray

Town Clerk

By:  _____