

MEMORANDUM OF UNDERSTANDING

for the

MD 500 (QUEEN’S CHAPEL ROAD) & MD 410 (EAST-WEST HIGHWAY) MAINTENANCE SERVICES

by and between the

STATE HIGHWAY ADMINISTRATION

And the

THE CITY OF HYATTSVILLE

THIS MEMORANDUM OF UNDERSTANDING (MOU), executed in duplicate, made effective on this ____ day of _____, 2024, by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter referred to as “**SHA**” and the City of Hyattsville, Maryland, a body corporate and politic in Prince George’s County, Maryland, hereinafter referred to as the “**CITY**”. SHA and the CITY may be jointly referred to as “**Parties**” and each one can be called “**Party**”.

WHEREAS, SHA owns State Route MD 500 (Queen’s Chapel Road) and MD 410 (East-West Highway), and maintains median area within SHA Right-Of-Way; and

WHEREAS, the CITY desires to provide median maintenance along State Route MD 500 from MD 410 to the CITY limits at the northwest branch of the Anacostia River; and

WHEREAS, the CITY also desires to provide median maintenance along MD 410 from the CITY limits at the northwest branch of the Anacostia River to the City limits at 43rd Street; and

WHEREAS, the maintenance activities include mowing, sweeping, litter removal, weeding, edge trimming, mulching, pruning, fertilizing, plant care, and replacements, hereinafter referred to as “**MAINTENANCE**”; and

WHEREAS, the CITY or its subcontractor, has the equipment and staff necessary to perform the MAINTENANCE; and

WHEREAS, SHA has reviewed the MAINTENANCE and has established the costs for such MAINTENANCE, that conform to SHA’s Maintenance Activities Guidelines as set forth by the SHA Office of Maintenance; and

WHEREAS, SHA has agreed to allow the CITY to perform the MAINTENANCE and has agreed to reimburse the CITY for certain MAINTENANCE that the CITY performs; and

WHEREAS, SHA and the CITY agree that the MAINTENANCE will benefit the parties of this MOU and will promote the safety, health, and general welfare of the citizens of the State of Maryland, including Prince George's County.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH: that for and in consideration of the mutual premises, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, be it understood that SHA and the CITY do hereby agree as follows:

I. DESCRIPTION OF MAINTENANCE

- A. The MAINTENANCE shall be performed along two (2) routes in the CITY; 1) MD 500 (Queen's Chapel Road) from MD 410 (East-West Highway) to the CITY limits at the Northwest Branch of the Anacostia River, Mile Point 02.220 – Mile Point 00.840, and 2) MD 410 (East-West Highway) from Northwest Branch, Mile Point 01.54 to US 1 – Mile Point 0.317 and shall include but not be limited to the mowing, sweeping, weeding, edge trimming, mulching, pruning, fertilizing, plant care, and replacements and litter removal, which will be performed at specific times and at the costs established by SHA as shown here:

1. MAINTENANCE – Estimated Cost = \$827.28/acre

- a) MD 500 (Queen's Chapel Road), 2.08 acres
The total annual cost for MAINTENANCE is (2.08 acres) x (\$827.28 per acre) = \$1720.74 per cycle of mowing. At eight cycles per year the total yearly cost is \$13,765.93. Three year cost equals \$41,297.81.
- b) MD 410 (East-West Highway), 1.1 Acres
The total annual cost for MAINTENANCE is (1.1 acres) x (\$827.28 per acre) = \$910.00 per cycle of mowing. At eight cycles per year the total yearly cost is \$7,280.06. Three year cost equals \$21,840.19.

The total cost for MAINTENANCE payable under the MOU, for three (3) years, shall not exceed Sixty Three Thousand One Hundred Thirty Eight Dollars, (\$63,138.00).

- B. The costs defined above for the MAINTENANCE are based on SHA contractual costs and/or SHA's labor costs and are the maximum amounts that SHA will reimburse to the CITY. Reimbursement to the CITY shall be quarterly and shall be the lesser of i) actual costs incurred by the CITY for the MAINTENANCE, or ii) the cost of the MAINTENANCE as established in this MOU.

II. SHA RESPONSIBILITY

- A. The SHA shall provide the CITY with a right-of-entry permit from SHA's District Office ("**DISTRICT PERMIT**"), to be renewed annually. The DISTRICT PERMIT shall grant a right-of-entry to CITY'S personnel or its agents, contractors, or assigns, for the sole purpose of providing the necessary MAINTENANCE as stipulated herein.
- B. If SHA notices that additional MAINTENANCE is required, SHA shall notify the CITY, at which time the CITY shall perform or cause to be performed the additional maintenance within a reasonable, mutually agreed upon time.
- C. Upon notification by the CITY, SHA shall inspect and document that the MAINTENANCE has been performed in a manner consistent with SHA's guidelines.
- D. The SHA shall reimburse the CITY for MAINTENANCE performed by the CITY pursuant to the costs set forth in this MOU.
- E. Within thirty (30) days following receipt of an invoice from the CITY, the SHA shall reimburse the CITY for the **lesser** of: i) the actual costs incurred by the CITY for the MAINTENANCE; or ii) the costs for the MAINTENANCE as defined in this MOU. In no event can SHA reimburse the CITY for costs greater than the actual costs incurred. For purposes of this MOU the reimbursable costs for MAINTENANCE by SHA shall not exceed Twenty One Thousand Forty Six, (\$21,046.00) per year.
- F. Any MAINTENANCE performed by the CITY which exceeds SHA's cost per year is not reimbursable by SHA and shall be at the sole expense of the CITY.
- G. Any corrective actions performed by SHA will be deducted from any costs that SHA may owe to the CITY for the MAINTENANCE, such costs to include SHA's direct salaries, payroll burden and overhead.

III. CITY'S RESPONSIBILITY

- A. Prior to entering upon SHA right-of-way, the CITY shall, on behalf of itself and its agents, contractors or assigns, apply for, obtain and comply with the DISTRICT PERMIT for the purpose of performing the MAINTENANCE listed above as the CITY'S responsibility.
- B. During the term of this MOU, the CITY shall provide written documentation: (i) that it carries a valid insurance policy with, as a minimum, the following limits: \$2,000,000 for general liability, \$1,000,000 per occurrence, and \$1,000,000 for automobile liability; (ii) that it has added State Highway Administration, the Maryland Department of Transportation and the State of Maryland as additional insureds; and (iii) that the policy may only be cancelled by the insurance company after the insurance company has given thirty (30) days prior written notice to SHA of the insurance company's intent to cancel the policy. The CITY shall also provide SHA with its current and valid workers compensation insurance policy, with limits equal to or in excess of those required by law. If the CITY uses an agent or

contractor to perform the MAINTENANCE, SHA shall require and shall obtain evidence of the same documentation as listed in (i) through (iii) above from the CITY or its agent or contractor.

- C. With regard to the work described herein, the CITY agrees that it shall comply with all applicable laws, rules and regulations, including safety requirements imposed by the SHA. The CITY'S contractor for landscaping must have a minimum of three (3) years' experience in commercial landscaping. The CITY shall also obtain all permits necessary to perform the MAINTENANCE, including the DISTRICT PERMIT.
- D. The CITY shall take action to correct any MAINTENANCE issues as directed by the SHA or as evident to the CITY.
- E. The CITY understands and agrees that its agents, contractors and employees, assume the risk of working in the roadways and hereby releases SHA from any claims, losses or costs for damages or injuries they may incur or sustain because of performing the MAINTENANCE. This provision shall survive termination of this MOU.
- F. The CITY shall return any abandoned planting beds or individual planting pits to a turfgrass sod condition at no cost to SHA upon termination of this MOU.
- G. The CITY understands that when performing the MAINTENANCE, it may need Maintenance of Traffic lane closures, which would require a lane closure permit from the SHA's District 3 Office.
- H. The CITY may install planting beds or individual plantings only when the plantings and locations have been approved by SHA. The CITY will perform MAINTENANCE on all said planting beds and individual plantings.
- I. The CITY shall provide the MAINTENANCE in accordance with SHA's current standards. In the event that the CITY fails to properly perform the MAINTENANCE to the specified standards, or the areas scheduled for MAINTENANCE become unkempt or unsightly, SHA will notify the CITY in writing. The CITY shall then respond within an agreed-upon time frame to correct the areas of concern. Failure to respond in the agreed-upon time frame could result in termination of this MOU.
- J. The CITY shall require its contractors to i) carry insurance as required by the DISTRICT PERMIT, ii) name SHA as an additional insured on all insurance policies, and, iii) indemnify, hold harmless and defend the State of Maryland, State Highway Administration, and the Maryland Department of Transportation, from and against any and all claims, damages, liability, and expense, including, but not limited to, attorney and other professional fees, in connection with the loss of life, personal injury and/or property damage arising out of or in any way related to MAINTENANCE by the CITY or is occasioned wholly or in part by any act or omission of the CITY, its agents, contractors, employees in connection therewith.

- K. No officer or employee of the CITY, or its designees or agents, no consultants, no member of the CITY'S governing body, and no other official of the CITY, who exercises or has exercised any functions or responsibilities over this MOU, or the MAINTENANCE may have or obtain a personal or financial interest or benefit from any activity in connection with the MOU or the MAINTENANCE or have an interest in any contract, subcontract or agreement with respect therewith.
- L. The CITY shall provide a detailed invoice to SHA, on a quarterly basis, for all costs incurred by the CITY in performing the MAINTENANCE. The SHA's reimbursement to the CITY for the MAINTENANCE shall be the lesser of: i) the actual costs incurred by the CITY for the MAINTENANCE, or, ii) the costs for the MAINTENANCE as set forth in this MOU. Each invoice shall be accompanied by all relevant documentation to evidence actual costs incurred. In no event can SHA reimburse the CITY for costs greater than actual costs incurred. For purposes of this MOU the reimbursable costs for MAINTENANCE by the SHA shall not exceed Twenty One Thousand Forty Six Dollars, (\$21,046.00) per year, with the total three (3) years reimbursement by SHA not to exceed Sixty Three Thousand One Hundred Thirty Eight Dollars, (\$63,138.00). In the event the CITY performs MAINTENANCE in a frequency cycle greater than defined by the SHA specified standards or if the costs to perform the MAINTENANCE are greater, then the CITY shall be solely responsible for such exceeded costs.

IV. SPECIAL CONDITIONS

In addition to the established terms listed within the MOU by and between the SHA and **(City of Hyattsville)**, the **CITY and/or its contractor** must adhere to the following **Special Conditions** in order to be reimbursed by the SHA on a quarterly basis and throughout the term of the executed agreement. The following service requests are to be submitted via e-mail.

1. **SITE INSPECTIONS:** The purpose of a Site Inspection (SI), is to ensure that the services described within the EXECUTED Memorandum of Understanding (MOU) has been satisfactorily rendered by the (CITY), or its' Contractor.

For tracking purposes, the contact person for the CITY or its' contractor, must contact the Resident Maintenance Engineer (RME), **Mr. Rick Shagogue** on **(301) 776-7619** and e-mail the following individuals at least forty eight (48) hours prior to submitting each quarterly invoice to SHA for reimbursement.

*Mr. Rick Shagogue – Resident Maintenance Engineer (RME) – Laurel Shop on (301) 776-7619, and via e-mail at rshagogue@mdot.maryland.gov

*Mr. Danny Barbour – Assistant Resident Maintenance Engineer (ARME) – Laurel Shop on (301) 776-7619, and via e-mail at dbarbour@mdot.maryland.gov

*Mr. Justin Sosebee – D3-Assistant District Engineer for Maintenance on (301) 513-7300 and via e-mail at jsosebee@mdot.maryland.gov

*Ms. Sabrina Mason - D3-Community Relations Manager for Municipalities on (301) 513-7342 and via email at Smason@mdot.maryland.gov

*****Failure to do so will delay the reimbursement process***

2. **SUBMISSION of INVOICES:** The CITY or its' Contractor will be responsible for submitting detailed invoices on a quarterly basis (**every 3 months**) and throughout the term of the executed agreement – via e-mail to: D3LarlInv@mdot.maryland.gov. Once reviewed and approved by the SHA Official, reimbursement checks will be transmitted via USPS.

For tracking purposes, ALL invoices **must include** the following information:

Attention to **D3 Resident Maintenance Engineer – Laurel Shop*

Assigned Invoice/Contract Number (This # can be located on the active MOU**)*

**Name of the Organization*

**Full Name of Contact Person*

**Telephone Number*

**Actual Date of Services*

**Full Description of Services Performed and Associated Fees*

*****Failure to do so will delay the reimbursement process.***

3. **REQUEST to EXTEND or TERMINATE:** The City of Hyattsville will be responsible for requesting to Extend or to Terminate the MOU by submitting an official letter via email—90 days prior to the MOU's expiration date. For tracking purposes, the Request to Extend or to Terminate an MOU Agreement must be e-mailed to the attention of:

Mr. Justin Sosebee – District 3 Assistant District Engineer for Maintenance
Prince George's County
jsosebee@mdot.maryland.gov

Sabrina Mason – District 3 Customer Relations Manager
Montgomery and Prince George's Counties Municipalities:
Smason@mdot.maryland.gov

*****Failure to do so will result in the organization having to resubmit their MOU Agreement Application.***

V. GENERAL

- A. The initial term of this MOU shall be three (3) years from the date of execution. The MOU may be amended and shall be renewable, with mutual written agreement of the parties. However, SHA may terminate this MOU in the event the CITY fails to properly perform the MAINTENANCE in accordance with Section III.I. of this MOU or in accordance with the specified standards of SHA. In addition, SHA or the CITY may terminate this MOU at any time, upon ninety (90) day written notification by either party.
- B. The total reimbursable costs for MAINTENANCE by SHA shall not exceed Sixty Three Thousand One Hundred Thirty Eight Dollars, (\$63,138.00) for the 3 years.
- C. This MOU and the duties and obligations of the CITY hereunder are assignable only with the written consent of the SHA.

- D. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
- E. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law.
- F. The recitals (WHEREAS clauses) are incorporated herein as part of this MOU.
- G. All notices shall be addressed to:

If to the CITY:

Ms. Tracey Douglas
City Administrator
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781
Phone: 301-985-5000
E-mail: tdouglass@hyattsville.org

If to SHA:

Mr. Derek Gunn P.E.
District Engineer – District 3
State Highway Administration
9300 Kenilworth Avenue
Greenbelt, MD 20770
Phone: 301-513-7307
E-mail: dgunn@mdot.maryland.gov

With copy to:

SHA Agreements Team
Office of Contract and Procurement Management
State Highway Administration
Mail Stop C-405
707 N. Calvert Street
Baltimore, MD 21202
Phone: 410-545-5547
E-mail : SHAdeementsTeam@sha.state.md.us

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized officers on the day and year first above written.

STATE HIGHWAY ADMINISTRATION

WITNESS

By: _____ (Date)
Andre Futrell
Chief Operations Officer/
Deputy Administrator for District Operations

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Assistant Attorney General

Derek Gunn P.E.
District Engineer
Montgomery and Prince George's Counties

William Bertrand
Director
Office of Finance

ATTEST:

CITY OF HYATTSVILLE
a body corporate and politic

By: _____ (SEAL)

Robert S. Croslin
Mayor

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Ronald Brooks
Treasurer
City of Hyattsville