

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HYATTSVILLE AND
HYATTSVILLE AGING IN PLACE**

This Memorandum of Understanding (MOU) is made this 6th day of December, 2021, between the **CITY OF HYATTSVILLE** (“CITY”), an incorporated municipality of the State of Maryland, and **HYATTSVILLE AGING IN PLACE** (“HAP”), a nonprofit organization incorporated in the State of Maryland (collectively referred to hereafter as the “Parties”).

WHEREAS, the Hyattsville City Council adopted the Hyattsville Age-Friendly Action Plan, directing the City Administrator to seek partnerships to provide older adults and persons with disabilities with support to age in place in their homes and community; and

WHEREAS, providing residents with an adequate mix of transportation options that are accessible, affordable, and safe, and information about the availability of such mobility services that fill current gaps can enhance the well-being, independence, community engagement, and sense of dignity of individuals whom our City serves; and

WHEREAS, the City Council of Hyattsville approved Resolution No. 2020-03, which authorized the City’s submission of a grant application to the Federal Transit Administration’s (“FTA”) Enhanced Mobility Program; and

WHEREAS, the City applied to and was awarded funding from the FTA to provide expanded mobility options to older adults and persons with disabilities; and

WHEREAS, HAP provided a letter of support submitted with the City’s Mobility Options Initiative application, committing to partner with the City to increase transportation options for older adults and persons with disabilities that are accessible, affordable and safe, and provide a 20% cash match equal to Two Thousand and Four Hundred Dollars (\$2,400.00) for HAP’s responsibilities as detailed in City’s Enhanced Mobility Options Initiative application and Partner Letter; and

WHEREAS, the City and HAP have an existing partnership with Habitat for Humanity Metro Maryland (“Habitat”) as part of a separate initiative to provide older residents and persons with disabilities with support in modifying their homes; and

WHEREAS, the City Administrator determined that HAP meets the requirements set forth by the City Council in the Hyattsville Age-Friendly Action Plan.

NOW, THEREFORE, the Parties hereto express their understanding as follows:

1. **HAP Obligations.** The Parties agree that, under this MOU, HAP will be required to:
 - a. Participate in coordinated planning of transportation options in and around the City;

- b. Provide transportation for essential appointments for qualifying residents of Hyattsville, with priority for City residents, including those referred by City officials and staff, Hyattsville faith-based organizations, non-profits, and other Hyattsville groups as part of HAP's program. HAP shall have sole and absolute discretion in the selection of applicants for HAP's services and support;
- c. Expand HAP's curb to curb and door through door transportation to meet residents' requests for transportation support, based on availability of volunteers;
- d. Publicize all transportation services available to increase awareness of mobility options among City residents, in collaboration with the City of Hyattsville;
- e. Foster collaboration among Route 1 corridor villages and encourage communities along the corridor without village organizations to form villages, in order to expand escorted transportation options; and
- f. Provide quarterly workplan progress updates and required FTA program performance measurement data to the City, for submission to the Metropolitan Washington Council of Governments ("COG"), administrator of the FTA Enhanced Mobility Options Program.

2. **City Obligations.** The Parties agree that the City, under this MOU, will be required to:

- a. Promote HAP volunteer opportunities and transportation options in City communications.
- b. Facilitate outreach about all area transportation options to potentially interested residents, including participants in the City's senior meal, backdoor pick-up, Ageless Grace, and Call-A-Bus programs, and on the City's senior services mailing lists. Additionally, the City will promote the project generally, including outreach through communications such as the Green Sheet and e-blasts. Outreach will also be facilitated to and through the City's Age-Friendly Work Group.
- c. Coordinate workplan meetings between the City and HAP, and coordinate and submit quarterly workplan progress reports and program performance measurement data to the COG.
- d. Coordinate development of an age-friendly driver curricula and trainings "that include sensitivity training for working with seniors and individuals with disabilities" with HAP and other partners as required.
- e. Coordinate use of ridesharing credits or vouchers with HAP and other partners as required. Coordinate with HAP and other partners as required a mobility training program to familiarize interested riders in ridesharing services.

- f. Issue reimbursement-based payments (up to and not to exceed \$12,000.00) to HAP for work completed as outlined in City's Enhanced Mobility Options Initiative application and HAP Partner Letter.

3. **Insurance.** HAP shall obtain and maintain liability insurance coverage. Within ten (10) days of the execution of this Agreement, HAP shall file with the City Administrator, a Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). HAP shall be fully funded and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as is follows: "The insurance company agrees that the coverage shall not be cancelled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

HAP shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval, except that HAP is exempt from the requirements of subpart 3(b):

- a. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply.
- b. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where insurance aggregates apply.

Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certification of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior-written notice of cancellation of, intention not to renew, or material change in coverage.

4. **Indemnification.** HAP hereby acknowledges and agrees that they shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services assigned to them herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorney fees and any other costs incurred by the City, in defending any such claim. HAP further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice made by third parties against HAP regarding the services and support provided to the City pursuant to this MOU. HAP shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the MOU.

5. **Duration, Modification and Termination.** This MOU is at-will and may be modified by mutual consent of authorized officials of HAP and the City in a written instrument executed by

both parties. The MOU shall become effective upon signature by the authorized listed below and remain in effect until modified or terminated by any one of the partners. In the absence of mutual agreement by the authorized officials listed below this MOU shall end December 6, 2025. This MOU may be terminated by any party upon a fifteen (15) day written notice to the other party.

6. **Binding Effect.** This MOU shall be non-binding.
7. **Assignment.** This MOU is not assignable.
8. **Governing Law.** This MOU shall be governed and constructed in accordance with the laws of the State of Maryland. Any dispute between any of the parties under any of the terms or conditions of this MOU shall be brought in the Circuit Court for Prince George's County, Maryland as the sole and exclusive venue and forum for any such disputes or actions.
9. **Further Actions.** The parties shall take such further actions and execute such additional documents as may be reasonably required in order to effectuate the intent of this MOU.
10. **Severability.** If any term, covenant or condition of this MOU shall be unenforceable or invalid, then the remainder of this MOU shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
11. **No Waiver.** No failure by any party to enforce any provision of this MOU shall be deemed a waiver of its rights to enforce this MOU thereafter.
12. **Enforcement.** This non-binding MOU is unenforceable.
13. **Force Majeure.** If, as a result of any event of Force Majeure, the Parties are unable to exercise any right or option hereunder, or perform any obligations required hereunder, within the time limit provided therefore in this MOU, such time limit shall be extended for a period equal to the duration of such event.
14. **Notices.** 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 sent by: (a) hand delivery; (b) certified mail, postage prepaid, return receipt requested; or (c) nationally recognized overnight courier, 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 City: City of Hyattsville
 Attn: City Administrator
 4310 Gallatin Street
 Hyattsville, MD 20781
 Tel: (301) 985-5000

With a copy to: Age-Friendly Program Lead

Attn: Marci LeFevre
4310 Gallatin Street
Hyattsville, MD 20781
Tel: (301) 985-5012

And

City Treasurer
Attn: Ronald Brooks
4310 Gallatin Street
Hyattsville, MD 20781
Tel: (301) 985-5042

If given to HAP: HAP Board Chair
Attn: Lisa Walker
PO Box 113
Hyattsville, MD 20781

With a copy to: HAP Board Vice Chair
Attn: Jeanne Benas
PO Box 113
Hyattsville, MD 20781

or in each case to such other address as any party may from time to time designate in writing by Notice given under the terms of this Section 16.

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

[The remainder of this page is intentionally left blank — signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

Hyattsville Aging in Place

Witness: _____

By: _____

Date: _____

Date: _____

City of Hyattsville

Witness: _____

By: _____

Tracey Douglas
City Administrator

Date: _____

Date: _____