

## **ADELPHI ROAD AND WELLS PARKWAY/WELLS BOULEVARD TRAFFIC SIGNAL AGREEMENT**

**THIS AGREEMENT, (“AGREEMENT”)**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Prince George’s County, Maryland, a body corporate and politic, hereinafter called “**COUNTY**”. and City of Hyattsville, a body corporate and politic, hereinafter called “**CITY**”.

**WHEREAS**, County desires to construct a proposed traffic signal at the intersection of Adelphi Road and Wells PKWY; and

**WHEREAS**, the design and construction of the traffic signal are hereinafter known as the “**SIGNAL**”; and

**WHEREAS**, the **SIGNAL** are within the jurisdictional limits of the **COUNTY**; and

**WHEREAS**, **COUNTY** responsible of all ownership and maintenance responsibility for the **SIGNAL**, including the programming, timing, phasing and power usage costs; and

**WHEREAS**, **CITY** has agreed to share twenty five percent (25%) of the design, materials and construction of the **SIGNAL**; and

**WHEREAS**, the parties agree that the provisions of this **AGREEMENT** will benefit the parties hereto and the public by providing, among other things, traffic signal connectivity.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH:** that in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

### **I. COUNTY RESPONSIBILITIES**

- A. COUNTY shall be responsible for the design, construction, maintenance and operation of the **SIGNAL** and the payment of electricity and electrical charges incurred in connection after completion of their installation by **COUNTY**. **COUNTY**’s maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage).
- B. COUNTY may remove any **SIGNAL** component for repair, to make permanent modifications, during this process **COUNTY** or the designated contractor will bear the responsibility of the signal functions and all liabilities.

- C. COUNTY shall set and maintain the timing and phasing of the SIGNAL in accordance with standard specifications and professional engineering standards.

## **II. CITY OF HYATTSVILLE RESPONSIBILITIES**

- A. The CITY OF HYATTSVILLE, by execution of this AGREEMENT, responsible for Twenty Five percent (25%) of the Design, Materials & Construction costs, it is our estimate that the total cost of this signal installation will be about \$500,000. Therefore, the cost to be borne by the City is \$125,000, which amount shall be delivered to the County on or before March 1, 2021 in the manner prescribed by the County.

## **III. GENERAL**

- A. All notices required under this AGREEMENT shall be in writing and shall be given by hand delivery, acknowledged electronic transmission or United States mail, first-class postage paid, addressed as follows (or to any such address or office as either party may designate in writing):

For CITY OF HYATTSVILLE:

Tracey Douglas  
City Administrator  
City of Hyattsville  
4310 Gallatin Street  
Hyattsville, MD 20781  
Phone: (301) 985-5000  
Email: tnicholson@hyattsville.org

For COUNTY:

Hadi Quaiyum  
Chief, Traffic Engineering & Safety Division  
Department of Public Works & transportation  
9400 Peppercorn Pl. Suite 400  
Largo, MD 20774  
Phone: 301-883-5657  
Email: hquaiyum@co.pg.md.us

- B. This AGREEMENT contains all of the terms and conditions agreed upon by the parties.

- C. This AGREEMENT shall inure to and be binding upon the parties hereto, their agents, successors and assigns.
- D. This AGREEMENT and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- E. The recitals (WHEREAS) clauses at the beginning of this AGREEMENT are incorporated herein as substantive provisions of this AGREEMENT.

*Remainder of page intentionally left blank.*

**IN WITNESS WHEREOF**, the parties hereto have caused the AGREEMENT to be executed, the day and year first written above.

**CITY OF HYATTSVILLE:**

\_\_\_\_\_  
**WITNESS**

BY: \_\_\_\_\_ (SEAL)  
Tracey Douglas  
City Administrator

\_\_\_\_\_  
Date

**PRINCE GEORGE'S COUNTY DPW&T:**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
Terry Bellamy  
Director  
Department of Public Works and  
Transportation