

MEMORANDUM OF UNDERSTANDING
Hamilton Street Smart Growth Grant Project

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the date of the last signature below (the “Effective Date”) among the **CITY OF HYATTSVILLE** (the “City”), an incorporated municipality of the State of Maryland, and the **REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY** (“Revenue Authority”), a body corporate and politic in the State of Maryland.

WHEREAS, the City owns real property located at 4501, 4503, 4505 & 4508 Hamilton Street (“Subject Property”) located within the City of Hyattsville, Prince George’s County, Maryland and as further outlined in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, the Revenue Authority intended to redevelop the Subject Property with a parking structure (the “Project”); and

WHEREAS, in consideration of the Revenue Authority’s intent to redevelop the Subject Property, the Revenue Authority and the City entered into a Memorandum of Understanding dated December 28, 2017 (the “MOU”), pursuant to which the Revenue Authority received \$281,655 from the City, which funding was a State of Maryland Strategic Demolition and Smart Growth Impact Fund grant to the City awarded for the purposes of subsidizing the cost of engineering and design services (the “City Grant”); and

WHEREAS, also in consideration of the Revenue Authority’s intent to redevelop the Subject Property, the Revenue Authority received \$400,000 from the Maryland Department of Housing and Community Development (“DHCD”), which funding was also a State of Maryland Strategic Demolition and Smart Growth Impact Fund grant to the Revenue Authority for the purposes of subsidizing the cost of engineering and design services (the “State Grant”); and

WHEREAS, the Revenue Authority no longer intends to redevelop the Subject Property and, on or about September 20, 2021, transferred the State Grant and returned the City Grant to the City of Hyattsville; and

WHEREAS, on behalf of the City, the Revenue Authority requested, and DHCD consented to, modify the Project name, the Project description, the Project budget, and the Project schedule in order to utilize the land intended for the parking facility as a community trail hub to support multimodal transportation and placemaking; and

WHEREAS, the Project will now transform an existing vacant parcel into a dynamic community hub in downtown Hyattsville called The Spot (the “New Project”); and

WHEREAS, the New Project will serve as a multi-modal hub with parking for motorized vehicles, bicycles and other non-motorized vehicles to access the Rhode Island Avenue Trolley Trail (RIATT), which is a bicycle and pedestrian trail that links the Anacostia Trail System in Washington, D.C. to Prince George’s County through the communities of Hyattsville, Riverdale Park and College Park; and

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WHEREAS, the parties desire to memorialize their understanding and duties regarding the New Project.

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

1. **Development:** The City shall construct the New Project in accordance with the Scope of Work and Schedule set forth in Exhibit A. The Revenue Authority shall have no duties or obligations arising from the construction or operation of New Project and shall incur no expense or liability arising from the New Project.

2. **Indemnification:** The City shall indemnify, defend, and hold harmless the Revenue Authority, its officers, directors, agents and employees (each, including the Revenue Authority, a “Covered Person”) from and against any and all pending or threatened claims, losses, liabilities, litigation, damage, penalty, expense and demands of every kind and nature whatsoever (any of the foregoing a “Loss”), including, without limitation, the costs as and when incurred of defending any such Loss, and including, without limitation, reasonable attorneys’ fees and disbursements therefore, incurred by a Covered Person resulting from or arising in connection with the New Project. The Revenue Authority does not waive any right or defense, or forebear any action, in connection herewith. The indemnification provisions set forth in this Section shall survive termination or expiration of this MOU.

3. **Termination of MOU:** Upon completion of the New Project, the parties agree that this MOU shall terminate.

4. **Governing Law:** This MOU shall be governed and constructed in accordance with the laws of the State of Maryland and Prince George’s County.

5. **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.

6. **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.

7. **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.

8. **No Modification:** This MOU cannot be amended or released, except by written instrument executed by all parties, unless otherwise provided for herein.

9. **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: (a) by hand delivery; (b) by certified mail, postage prepaid, return receipt requested, or (c) by 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

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which no Notice has been given shall constitute receipt of the Notice. Notices shall be addressed as follows:

To City: City of Hyattsville
Attn: City Administrator
4310 Gallatin St.
Hyattsville, MD 20781

With a copy to: City Clerk of the City Hyattsville
4310 Gallatin St.
Hyattsville, MD 20781

To the Revenue Authority: Prince George's County Revenue Authority
Attn: Executive Director
1300 Mercantile Lane, Suite 108
Largo, Maryland 20774

With a copy to: Prince George's County Revenue Authority
Attn: Chief Financial Officer
1300 Mercantile Lane, Suite 108
Largo, Maryland 20774

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.

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

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as of their own free act and deed as of the Effective Date.

CITY OF HYATTSVILLE

By: _____
Print Name: _____
Title: _____
Date: _____

REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY

By: _____
Denise N. Robinson
Executive Director
Date: _____

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EXHIBIT A
Scope of Work and Schedule

Scope of Work: The New Project will transform an existing vacant parcel into a dynamic community hub in downtown Hyattsville. The New Project will serve as a multi-modal hub with parking for motorized vehicles, bicycles and other non-motorized vehicles to access the Rhode Island Avenue Trolley Trail (RIATT), which is a bicycle and pedestrian trail that links the Anacostia Trail System in DC to Prince George’s County through the communities of Hyattsville, Riverdale Park and College Park. The final phase of the RIATT is under construction and is set to be completed in accordance with the schedule below. The New Project will serve as a location to host community events or simply a refuge from the corridor. The City will need to invest a significant portion of the funding in stormwater management for the New Project site, as well as other impervious surfaces that will support year round programming in the heart of downtown Hyattsville. The New Project is expected to include multi-modal parking, electric and water for a food truck, seating, play spaces and a stage.

Schedule:

1. Obtain environmental permits (Expected completion June-July, 2024)
2. Commence construction immediately after permits approved
 - o Expend State Grant and complete construction by December 31, 2024
3. Landscape¹ desired to begin install by fall 2024
 - o The City will encumber its ARPA Funding by Fall 2024
4. New Project will open spring of 2025

¹ The City shall not use the State Grant funds to fund the landscape work.