



DEPARTMENT OF
TRANSPORTATION SERVICES

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MARYLAND, DEPT OF TRANSPORTATION SERVICES
AND
THE CITY OF HYATTSVILLE**

This Memorandum of Understanding is entered into by and between the Department of Transportation Services (DOTS), University of Maryland College Park and The City of Hyattsville, Maryland (the City) effective on January 1st, 2018. This is a Memorandum of Understanding, which is not a legal document. It expresses an interest in performing services for a fee, but does not legally obligate either party.

In consideration of the mutual promises and undertakings herein, the parties hereto agree as follows:

Beginning January 1st, 2018 through December 31st, 2018, residents and employees with the minimum age of 18 years old and in possession of a prescribed identification card issued by the City will be allowed access to all publicly scheduled shuttle routes operated by DOTS.

1. For the above shuttle bus services, the City agrees to pay DOTS \$6,000, which is due by December 31, 2018. The annual rate covers up to 1,000 passes. DOTS shall provide the City with annual ridership data. Based on these periodic ridership reports and/or feedback from the City, if trends project annual ridership to exceed 1,000 annual passes, negotiated rates for excess usage will need to be agreed upon in writing within 45 days of notice.
2. Either party may terminate this agreement by providing written notice of termination 60 days prior to the stated termination date. All notices shall be in writing and shall be delivered by messenger or recognized overnight courier, or shall be sent by registered or certified mail return-receipt requested, in each instance to the respective addresses set forth below, or to such other address or addresses as respective party may designate by written notice duly sent to the other. Any other changes to this agreement, by either party, must be in writing and agreed upon by both parties.

CITY OF HYATTSVILLE:

James Chandler
Director of Community & Economic Development
City of Hyattsville
4310 Gallatin St.
Hyattsville, MD 20781

DOTS:

University of Maryland
Department of Transportation Services
Attention: J. David Allen
Regents Drive Garage, Building 202
College Park, MD 20742

3. Although the Department of Transportation Services will make every effort to meet the terms of this agreement, there may be instances that service may not be provided without notice due to safety concerns associated with severe weather or other emergencies.

4. DOTS and the University of Maryland shall indemnify and hold the City harmless from and against all actions, liability, claims, suits, damages, risk of loss, costs or expenses of any kind which may be brought or made against the City or which the City must pay and incur by reason of or in any manner resulting from the negligence of DOTS / the University of Maryland or its agents or employees, or its negligent performance of or failure to perform any of the obligations under the terms of this agreement, including reasonable attorney's fees, howsoever arising or incurred, for damage to property or injury to or death of any person. Indemnification shall be contingent upon an appropriation by the Maryland General Assembly to the University specifically for the purposes contemplated in this paragraph at the time an event which may give rise to the University's obligation to indemnify or save harmless occurs, and to the extent that a tortious claim is involved, the University's obligations shall not be greater than the liability that might be determined under the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "Act"), if the claim had been asserted against the University directly pursuant to the Act.

UNIVERSITY OF MARYLAND

By: _____
J. David Allen Executive Director DOTS

Date: _____

CITY OF HYATTSVILLE

By: _____
James Chandler Director of Community & Economic Development

Date: _____