

MEMORANDUM OF UNDERSTANDING
SPEED MONITORING SYSTEMS AGREEMENT

This Memorandum of Understanding made this ____ day of _____ 2014, by and between Prince George's County, Maryland (hereinafter referred to as "the County"), a body corporate and politic, on behalf of the Prince George's County Department of Public Works and Transportation, (hereinafter referred to as "DPW&T") and the City of Hyattsville, a body corporate and politic, (also referred to as the "City") concerning the implementation and use of a speed monitoring system along portions of Adelphi Road within the corporate limits of the City of Hyattsville (hereinafter referred to as the "Agreement").

WHEREAS, Sections 21-803.1 and 21-809 of the Md. Annotated Code, Transportation Article provide for the authorization and use of speed monitoring devices in established school zones throughout the State; and

WHEREAS, pursuant to Subsection 7-302€ of Md. Ann. Code, Courts and Judicial Proceedings Article, a political subdivision of this State that collects fines as a result of violations enforced by speed monitoring systems may recover the costs of implementing and administering said speed monitoring systems, and, subject to limitations established by law, the political subdivision may spend the remaining balance solely for public safety purposes, including pedestrian safety programs; and

WHEREAS, Subsection 21-809(b)(1)(iii) of the Md. Ann. Code Transportation Article permits a municipal corporation in Prince George's County, after obtaining County permission, to use a speed monitoring system on a County roadway located within the corporate limits of the municipal corporation; and

WHEREAS, the City of Hyattsville requested permission from Prince George's County, Maryland in a letter to the Honorable Rushern L. Baker III from Mayor Marc Tartaro dated August 21, 2012, attached hereto and incorporated by reference as Exhibit 1, to use a speed monitoring system along portions of Adelphi Road, a County-owned and maintained right-of-way within the corporate limits of the City of Hyattsville; and

WHEREAS, in a letter from Chief Administrative Officer Bradford L. Seamon to Mayor Tartaro dated October 15, 2012, attached hereto and incorporated by reference as Exhibit 2, stated that permission to use a speed monitoring system at the proposed locations, on the southbound 7000 block of Adelphi Road and the northbound 7500 block of Adelphi Road will be approved upon submission of the plan describing the boundaries of the applicable school zones as required by TR Sec 21-809(b)(1)(iii); and

WHEREAS, the City of Hyattsville submitted the requested documents that constitute the City's plan describing the boundaries of the applicable school zones, attached hereto and incorporated by reference as Exhibit 3; and

WHEREAS, as a condition of approval and prior to use of a speed monitoring system at the proposed location, the County and the City shall enter into a Memorandum of Understanding with regard to the use of said system with the intent not to place unreasonable restrictions on the use of the speed monitoring system, but rather “to ensure that the County is able to properly access, utilize and maintain the right-of-way”; and

WHEREAS, the parties acknowledge and agree that portion of Adelphi Road is a County-owned and maintained right-of-way; and

WHEREAS, as a condition to granting the City its approval to use a speed monitoring system on portions of Adelphi Road, within the municipal corporate limits, the County is requiring that the City of Hyattsville enter into a Memorandum of Understanding with the County to permit the installation and use of a speed monitoring system within the County’s right-of-way; and

WHEREAS, the parties agree to be bound by the terms and conditions of this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the premises and the terms and conditions set forth herein, and other, good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and the City mutually agree as follows:

1. Description and Purpose of Equipment – The City may utilize only authorized portable speed camera equipment on County-maintained roadways that comply with State law. The City agrees to maintain a speed camera program that fully complies with State law including the Maryland Manual on Uniform Traffic Control Devices. The City shall maintain all images in accordance with State law including but not limited to the Maryland Public Information Act and the Transportation Article.
2. Procurement, Lease, Use, or Purchase Equipment – The City is responsible for the procurement, agreement to use, lease or purchase of portable speed cameras that will be located on approved County owned and maintained roadways. The County shall not be liable nor incur any monetary cost in the purchase or use of the speed camera equipment provided by the City or its agent. All costs and expenses shall be the responsibility of the City or its agent.
3. Sufficiency of Basis for Use – Prior to setting up the speed cameras, the City and the County shall ensure that an ordinance governing the use and administration of a speed camera program is duly enacted pursuant to State law and that the proposed signage installation and the specific location of all signage do not interfere with existing infrastructure or other permittees’ use of the right-of-way as authorized by the County.
4. Established School Zone – The subject school zone shall be established in accordance with State law and the applicable municipal legislation establishing said zone shall be provided upon request to the County contact indicated in paragraph 13 herein below.

5. Placement – The City may only operate a speed monitoring system within the corporate limits of the City and shall not relocate a portable speed monitoring system in a manner that departs from the approved City of Hyattsville Speed Camera Location and Signing Plan included in the City’s application letter (Exhibit 1) or State law. Furthermore, in situations where the County is planning a construction project along Adelphi Road whereby the siting of portable speed cameras within the right-of-way may temporarily interfere with the County’s ability to safely allow traffic to pass within the school zone or would impede the ability of workers to efficiently use their construction equipment, the City may be required to suspend or relocate speed camera operations. Furthermore, another reasonable basis for denial of use or continued use at a specific location may include a situation where a speed camera might be placed in such a fashion as to impair the use of the right-of-way by another permittee, franchise, public utility or agent of the County.

6. Installation – The City is responsible for placement of portable speed cameras on County-maintained roadways within the corporate limits of the City, only as approved in this Agreement.

7. Maintenance – The City is responsible for all maintenance of portable speed cameras, as well as the areas immediately surrounding said camera.

8. Removal – In the event of an emergency, the City agrees to remove its equipment within 24 hours at the request of the County. In the case of termination of this Agreement, the City shall remove all portable speed cameras within 72 hours at the request of the County. The City shall return the County’s right-of-way to the same condition as existed prior to the installation of the portable speed cameras.

9. Term of Agreement – The term of this Agreement shall remain in effect for one (1) year from the date of the joint signatures of the parties and thereafter shall automatically renew on a year-to year basis consistent with State law.

10. Termination – Either party may terminate this Agreement for reasonable cause with a thirty (30) day written notice to the other party. At such time, the City shall remove the portable speed cameras and equipment from the County’s right-of-way and County-maintained roadways, and ensure that the right-of-way is restored to its original state.

11. Revenue – The parties understand and agree that the City shall share revenues with the State of Maryland derived from each speed monitoring camera in accordance with State law. .

12. Indemnification – The City shall indemnify, defend, and hold harmless the County, its agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to a person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the City, its agents and employees, in connection with or arising out of the performance of this Agreement. The City shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any action, the City shall, at its own expense, satisfy and

discharge same.

13. Notices – All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To County: Mark A. Magaw, Chief of Police
Prince George's County Police Department
7600 Barlowe Road
Palmer Park, Maryland 20785

With Copies to: Darrell B. Mobley, Director
Department of Public Works and Transportation
9400 Peppercorn Place
Suite 300
Largo, Maryland 20774

M. Andree Green, County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

To the Town: Marc Tartaro, Mayor
City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781

With Copies to: Richard Colaresi, Esq.
City Attorney
4310 Gallatin Street
Hyattsville, Maryland 20781
Attorney for City of Hyattsville

14. Successors and Assigns – The terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15. Assignment of Contract – It is mutually understood and agreed that the City shall not assign, transfer, convey or otherwise dispose of its right, title or interest in this Agreement, to any other person, government, firm or corporation, without the previous written consent of the County. The City shall not be relieved from the obligations of the terms under this Agreement.

16. Governing Laws – This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, Prince George's County and the City of Hyattsville.

17. Counterparts – This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed a counterpart of this Agreement.

18. Entire Agreement – This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official of the party against whom enforcement of any such change is sought.

19. Authorized Signatories – The signatories executing this Agreement on behalf of the County and the City warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

20. Recitals – The Recitals and Exhibits named herein are expressly incorporated herein by reference and made part of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives for each party executed this Agreement on the date and year first written above.

WITNESS

PRINCE GEORGE’S COUNTY

Reviewed for Legal Sufficiency:

By: _____

Nicholas A. Majett
Acting Chief Administrative Officer

Richard Colaresi, Esq., City Attorney

Date: _____

Reviewed and Approval Recommended:

WITNESS

Mark A. Magaw, Chief of Police
Prince George’s County Police Department

CITY OF HYATTSVILLE

By: _____

Reviewed and Approval Recommended:

Marc Tartaro
Mayor
Date: _____

Darrell B. Mobley, Director
Department of Public Works and Transportation

Reviewed for Legal Sufficiency:

Bridgette Ann Greer
Deputy County Attorney
Prince George's County, Maryland