

Bowie State University Redevelopment
Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”), which is effective as of the date of the last signature below, is among the Revenue Authority of Prince George’s County (“**Revenue Authority**”), a body corporate and politic, Bowie State University (“**BSU**”), and the State of Maryland (the “**State**”), acting through the Maryland Department of Transportation (“**MDOT**”) establishes a non-binding framework to memorialize the mutual understanding and intent of the parties to support the redevelopment of the area surrounding Bowie State University as shown on Exhibit A (the “**Site**”).

WITNESSETH:

WHEREAS, the parties have a joint interest in the redevelopment of the Site, including transforming the area into a walkable transit-oriented development (“**TOD**”) community consisting of housing, commercial office space, university related uses and community amenities and increasing ridership of the Bowie State University Maryland Area Regional Commuter Train Station (“**BSU MARC Station**”);

WHEREAS, Prince George’s County (the “**County**”) owns approximately 93.35 acres of the Site, BSU owns approximately 3.5 acres of the Site and the State, through Maryland Transit Administration (“**MTA**”), owns approximately 4.63 acres of the site;

WHEREAS, the County, through the Revenue Authority, BSU and MDOT will separately develop their respective portions of the Site and each will be solely responsible for any solicitations related to their respective portions of the Site;

WHEREAS, the parties recognize the need to work in collaboration to effectively facilitate the Site’s redevelopment;

WHEREAS, the parties desire to enter into this MOU for the purpose, among other things, of establishing a shared vision and to memorialize their collaboration; and

NOW, THEREFORE, in consideration of the foregoing, the parties do hereby enter into this MOU, as provided herein.

1. Objectives

The purpose of this MOU is to establish an understanding between all parties on the following:

- a. The parties’ goals for the future development of a mixed-use transit-oriented development at the BSU MARC Station (“**Project**”), which is expected to increase County economic growth, an element of the County’s economic development platform to catalyze development; and
- b. Roles and responsibilities in implementing the Project.

2. Agreement to Cooperate

- a. **Generally.** The parties agree to cooperate in the planning and development of the Project and, where appropriate, to discuss strategies to engage with stakeholders.

- b. **Stakeholder Engagement.** It is acknowledged that the efforts under this MOU may involve engaging with stakeholders, such as community members, public agencies, developers, public officials, and contractors.
- c. **Project Goals.** The parties agree to cooperate to achieve the following Project goals:
 - i. Creating a gateway project for the Site by catalyzing equitable and inclusive economic development in the area;
 - ii. Leveraging the Site's existing TOD designation to activate the land with improvements that establish a walkable Site, facilitates safety and station access, and results in adding a mix of uses, including housing units;
 - iii. Promoting the connection of transportation to area transit, including the BSU MARC Station, and improving the connectivity of BSU to the area;
 - iv. Supporting BSU's expansion efforts; and
 - v. Leveraging State owned land to support additional development and accommodate multi-modal and pedestrian connections to the Site, BSU, and the BSU MARC Station.
- d. **Voluntary Agreement.** The parties acknowledge that the commitments outlined in this MOU are voluntary and non-binding, and that the MOU does not provide legal authority for or obligate parties to enter into contracts or other agreements, incur any liability, whether express or contingent, or make decisions binding upon the parties. All parties understand and acknowledge that any activities involving the coordination of other parties do not entail directing the officials or staff of the other parties.

3. Roles and Responsibilities

- a. **Undertakings.** The parties agree to make best efforts to undertake the following tasks in furtherance of this MOU:
 - i. **Collaboration.** All parties commit to work collaboratively to advance the Project goals, including where appropriate, information sharing, coordinating in funding applications, pursuing funding opportunities and providing technical expertise.
 - ii. **Requests.** In furtherance of the parties' objectives, parties may make requests for status updates, assistance with submitting funding applications, and/or coordination of development efforts.
 - iii. **Commitment to Share Information.** Each party agrees to exchange with the other parties, at its sole discretion, available information the party considers necessary and useful for the advancement of the Project's goals.

4. General

- a. **Costs.** The execution of this MOU does not require the parties to obligate or transfer any funds. Unless otherwise agreed to by the parties, each party is responsible for its own costs and expenses related to its activities associated with this MOU.

- b. **No Relationship.** Nothing contained herein shall be construed as creating any legal partnership, joint venture, agency, or any other relationship between the parties. No party shall have any right or authority to bind obligate another party in any manner hereunder.
- c. **Term.** The term of this MOU shall commence as of the date upon which it has been executed by all the parties and shall remain in effect until terminated by written agreement of the parties. The participation of any party to this MOU is voluntary and a party may terminate its participation at any time and for any reason upon written notice to the other parties. The MOU will continue in force following any such termination and the remaining parties may re-execute a restated MOU to reflect the departure of the terminating party.
- d. **Amendment.** The parties may amend this MOU by written agreement of all the parties.
- e. **Communications.** The parties shall coordinate, to the extent practicable, with respect to press statements and communication strategies related to collaborative efforts by a party or combination of parties. Any formal external written communication on behalf of the collaborative shall be shared with parties in advance for mutual consent of all parties.
- f. **Assignment.** This MOU may not be assigned by any party. This MOU is not intended to have any third-party beneficiaries.
- g. **Severability.** If any provision of this MOU is held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability and such invalidity shall not affect any other provision of this MOU.
- h. **Execution.** The parties have caused this MOU to be executed by their duly authorized representatives and it is effective as of the date set forth above. The parties agree that this MOU may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same MOU.
- i. **Headings.** Headings in this MOU are included for convenience and shall have no effect on the construction of its terms.

IN WITNESS WHEREOF, each party have caused this Memorandum of Understanding to be executed by their duly authorized signatories as of the dates set forth below.

REVENUE AUTHORITY OF PRINCE GEORGE’S COUNTY

By: *Denise N. Robinson*

Denise N. Robinson, Executive Director

Date: 10/28/2024

**THE STATE OF MARYLAND THROUGH THE MARYLAND DEPARTMENT OF
TRANSPORTATION**

By: 
Paul Wiedefeld, Secretary

Date: 10/30/24

Approved as to form and legal sufficiency

Todd Ensminger

Todd Ensminger

Assistant Attorney General

BOWIE STATE UNIVERSITY

By: _____

Dr. Aminta Breaux, President

Date: 10-25-24

EXHIBIT A

