

**INTERAGENCY AGREEMENT
BETWEEN
THE MARYLAND DEPARTMENT OF TRANSPORTATION
AND
THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

THIS INTERAGENCY AGREEMENT, entered into as of the Effective Date, is by and between the Maryland Department of Transportation, and the Department of Housing and Community Development, each constituting a principal department of the State of Maryland.

WHEREAS, the Maryland State Plan has identified Transit-Oriented Development (“TOD”) as a critical tool in advancing the State’s Transit, Economic Development and Housing goals; and

WHEREAS, the State of Maryland is deficient in housing by 96,000 units and supporting development of dense housing around transit can help address this housing shortage; and

WHEREAS, Section 7-102 of the Transportation Article of the Maryland Code identifies TOD as a transportation purpose; and

WHEREAS, MDOT has identified TOD as a core priority and is pursuing its realization through Joint Development of State-owned or controlled land adjacent to Maryland Transit Administration transit facilities and crafting partnerships and programs to support TOD; and

WHEREAS, DHCD leads the State of Maryland’s efforts in implementing housing and community revitalization policy and supporting housing and community development, particularly affordable housing, through its programs; and

WHEREAS, DHCD has identified mixed use, mixed income development of housing and commercial development near transit as a priority for investment from its programs; and

WHEREAS, MDOT, working in cooperation with DHCD, can successfully advance TOD that can catalyze dense, mixed-use, mixed-income development that helps meet the State’s goals in economic development, housing, as well as advancing the State’s climate change and transit ridership goals; and

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual covenants contained herein, the parties hereto agree to cooperate on TOD as follows:

1. Definitions

“**Agreement**” means this Interagency Agreement between MDOT and DHCD.

“**DHCD**” means the Department of Housing and Community Development.

“**Effective Date**” means the date upon which this Agreement has been executed by all parties.

“**Electronic Signature**” means, without limitation, faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by a party with the intent to sign the Agreement.

“Joint Development” means a public transportation project that integrally relates to, and often co-locates with commercial, residential, mixed-use, or other non-transit development. Joint development may include partnerships for public or private development associated with any mode of transit system that is being improved through new construction, renovation, or extension. Joint development may also include intermodal facilities, intercity bus and rail facilities, transit malls, or historic transportation facilities. For the purposes of this Agreement, Joint Development refers to the development of land owned or controlled by the Maryland Department of Transportation for Transit Oriented-Development, which is authorized in Section 7-102 of the Transportation Article of the Maryland Code.

“LIHTC” means Low Income Housing Tax Credit.

“MDOT” means the Maryland Department of Transportation.

“QAP” means the Qualified Allocation Plan, which is the plan, published on an annual basis by DHCD, for the allocation tax credits under the federal LIHTC program.

“RFI” means Request for Information, which is a tool utilized to obtain information necessary to prepare a solicitation.

“RFP” means Request for Proposals.

“RFQ” means Request for Quotes.

“TOD” or **“Transit-Oriented Development,”** is defined in Section 7-101 of the Transportation Article of the Maryland Code, and includes dense, mixed-use, deliberately planned development within a half-mile of transit stations that is designed to increase transit ridership; and

“WMATA” means the Washington Metropolitan Area Transit Authority.

2. Recitals.

The recitals are incorporated herein by reference and made a part of this Agreement.

3. Term.

Unless otherwise agreed to in writing or terminated in accordance with Section 4, the term of this Agreement shall commence on the Effective Date and continue for two years thereafter.

4. Scope of Work.

a. MDOT will:

- i. Provide advance notice to DHCD of upcoming MDOT Joint Development solicitations and will provide an opportunity for DHCD to provide advice and comment to MDOT in the process of MDOT evaluating MDOT Joint Development solicitation responses.
- ii. Provide early consultation between DHCD and MDOT developer partners as MDOT Joint Development projects move forward to identify which DHCD programs are appropriate for application to advance the TOD.

- iii. Update DHCD with general information about WMATA's Joint Development efforts to identify potential opportunities for DHCD funding of WMATA's TOD projects.
- iv. Coordinate proposed TOD Designation proposals from local jurisdictions with DHCD through the Smart Growth Subcabinet designation process.
- v. Facilitate DHCD representation in evaluating applications for funding through the "TOD Capital Grant and Revolving Loan Fund"
- vi. Coordinate legislative proposals to the General Assembly related to advancing TOD with DHCD.

b. DHCD will:

- i. Commit one or more senior-level staff as liaisons to MDOT to help plan for and troubleshoot applications for DHCD funds for projects related to TOD and/or Joint Development efforts.
- ii. Upon request, facilitate introductions of MDOT staff to staff at other Maryland, county, and local agencies and/or to staff at nonprofit and community development partners.
- iii. Where appropriate, help troubleshoot and advocate for expedited permitting and approval requests from non-DHCD agencies for projects that are related to housing and redevelopment in MDOT Joint Development areas and TODs.
- iv. Commit to providing bonus points and/or special consideration in LIHTC and/or State Revitalization Programs funding rounds for projects tied to MDOT's TOD and/or Joint Development efforts.
- v. Help to solicit and/or vet proposals from developer proposals submitted in response to MDOT Joint Development RFIs, RFQs, or RFPs.
- vi. Where appropriate, provide letters of support and/or staff hours in support of funding applications, such as federal or philanthropic grants, related to TODs and MDOT Joint Development sites and/or projects.
- vii. Provide opportunities for MDOT to provide feedback on changes or updates to DHCD policy guidance, such as the QAP, that are relevant to TODs and MDOT Joint Development sites and projects.
- viii. Consider non-traditional and/or flexible uses of resources (within the bounds allowable by law) for projects related to MDOT Joint Development efforts or TODs.
- ix. Provide MDOT with as much advance notice as is possible and practical regarding public announcements of project funding being awarded to a Joint Development project or other TOD efforts.

- x. Coordinate with MDOT on legislative proposals to the General Assembly related to advancing housing, especially affordable housing, near transit.

5. Early Termination.

Either party may terminate this Agreement for convenience upon sixty (60) days' notice to the other party.

6. Notices.

All notices required under this Agreement shall be made through electronic mail and deemed received upon sending. All notices shall be directed as follows:

For MDOT:

Name: Joe McAndrew

Title: Assistant Secretary for Project Development and Delivery

Email address: jmcandrew@mdot.maryland.gov

For DHCD:

Name: Scott Gottbreht

Title: Assistant Secretary for Policy

Email address: scott.gottbreht@maryland.gov

7. Retention of Records.

In addition to complying its internal retention policy, each party shall retain and maintain all records and documents relating to the services provided under this Agreement for a minimum period of three (3) years after termination of this Agreement. Each agency shall make such records and documents available at all reasonable times for inspection and audit by the other party.

8. Amendments.

This Agreement may not be changed, altered, or modified except by written agreement executed by the parties.

9. Assignment.

This Agreement shall not be assignable or transferable without the prior written consent of the parties.

10. No Third-Party Beneficiaries.

This Agreement is for the exclusive benefit of the parties hereto. No other person or entity shall have rights under or be deemed a beneficiary of this Agreement.

11. Entire Agreement.

This Agreement represents the complete, total and final understanding of the parties, and no other understanding or representations oral or written, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties at the time of the execution.

12. Severability.

If any term, covenant, or condition of this Agreement is found by a court of competent jurisdiction to be void or unenforceable, then that provision shall be deemed to be deleted and the remaining provisions of this Agreement shall be construed without such provision, and shall, nevertheless, remain in full force and effect so long as the essential terms of this Agreement remain valid, legal, reasonable, and enforceable.

13. Electronic Signatures.

The parties agree that this Agreement may be executed by Electronic Signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original handwritten signature.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

**MARYLAND DEPARTMENT OF
TRANSPORTATION**

By: 
Paul Wiedefeld
Secretary

**APPROVED FOR FORM AND
LEGAL SUFFICIENCY:**


Assistant Attorney General

**MARYLAND DEPARTMENT OF HOUSING
AND COMMUNITY DEVELOPMENT**

By: 
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Jake Day
Secretary

**APPROVED FOR FORM AND
LEGAL SUFFICIENCY:**


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Assistant Attorney General