

**MARYLAND DEPARTMENT OF NATURAL RESOURCES
PROGRAM OPEN SPACE
JOINT-USE AGREEMENT**

Cottage City Park | 4300 Bunker Hill Road, Cottage City, Maryland 20722

THIS JOINT-USE AGREEMENT (this “Agreement”) is made this _____ day of _____, 20_____, by and between:

Local Government: The TOWN OF COTTAGE CITY, MARYLAND, a Maryland municipal corporation,

Third Party / Landowner: THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, acting through its Department of Parks and Recreation, Prince George’s County, &

Department: THE MARYLAND DEPARTMENT OF NATURAL RESOURCES, acting for and on behalf of the State of Maryland.

WHEREAS, the Local Government is applying Program Open Space funds appropriated by the Maryland General Assembly and administered by Program Open Space under Title 5, Subtitle 9 of the Natural Resources Article (2023 Replacement Volume, as amended) for recreational facilities on lands owned by the Third Party;

WHEREAS, the parties desire to cooperate in the design, development, construction, public use, operation, and long-term stewardship of improvements at Cottage City Park.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Local Government, the Third Party, and the Department agree as follows:

1. This Agreement applies to the facility described in the Program Open Space Development and Capital Renewal Application and Project Agreement No. _____, set forth in Attachment A and incorporated by reference (the “Project”).
2. The project-specific responsibilities of the Local Government and the Third Party are set forth in Attachment B and incorporated by reference. If Attachment B conflicts with this Agreement or the approved Program Open Space Application and Project Agreement, the State-approved documents shall control.
3. The Local Government shall operate and maintain, or have operated and maintained, the Project throughout its estimated life of twenty (20) years from the date of Board of Public Works approval, as set forth in Attachment A and associated documents.
 - a. The Project shall be maintained so as to appear attractive and inviting to the public.
 - b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
 - c. The Project shall be kept reasonably safe for public use.
 - d. Buildings, roads, trails, recreational facilities, and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
4. The Local Government and the Third Party shall ensure that:
 - a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.

- b. The Project shall be open to entry and use by all persons, regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2014 Repl. Vol. and 2016 Supp.).
 - c. The Project shall be retained and used for public outdoor recreation or open space purposes. The Project shall not be converted to any other use without the prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Local Government and/or Third Party replace the Project with facilities of at least equivalent area and of at least equivalent recreation or open space value. The monetary value of the replacement facility shall be equal to or greater than the original Program Open Space grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation and open space value of the properties, considering the fair market value, usefulness, quality and location of the properties and/or facilities.
 - d. The Department, its agents and employees shall have the right to inspect the Project for compliance with this Agreement.
5. To the extent permitted by law and subject to available appropriations, the Local Government agrees:
- a. To protect, indemnify and save harmless the Department, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
 - b. That if the Project is rendered unusable for any reason whatsoever, the Local Government shall immediately notify the Department of said condition. The Local Government, at its own expense or through arrangements with the Third Party, shall repair the Project, taking any action necessary to restore use and enjoyment of the Project by the public.
 - c. That any violation of this Agreement shall render the Local Government liable to the Department to replace the Project with land of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
 - d. That in the event of a violation of any provisions of this Agreement, the State, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
 - i. Withhold approval of any Program Open Space and Community Parks and Playgrounds project request submitted by the Local Government to the Department;
 - ii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of the Project;
 - iii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of any or all outstanding projects of the Local Government;
 - iv. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Local Government as a debt due and owing the Department.
6. The Board of Education provision contained in the State's standard form is not applicable because the Third Party is not a Board of Education.
7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors by way of privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any

person, corporation, or government unit not a party to this Agreement, any right or remedy under or by reason of this Agreement.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

9. The undersigned signatory for each party hereto certifies that this Agreement has been approved by the applicable manner required, and that they are authorized to execute this Agreement on behalf of their respective organizations.

10. Notwithstanding the assignment of day-to-day operational and maintenance responsibilities to the Third Party under Attachment B, the Local Government remains fully responsible to the Department for compliance with all obligations of this Agreement and the approved Program Open Space Application and Project Agreement throughout the twenty-year project life.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LOCAL GOVERNMENT

Entity: THE TOWN OF COTTAGE CITY, MARYLAND

By: _____

Printed Name: _____

Title: _____

Date: _____

THIRD PARTY / LANDOWNER

Entity: THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

By: _____

Printed Name: _____

Title: _____

Date: _____

DEPARTMENT

Entity: MARYLAND DEPARTMENT OF NATURAL RESOURCES

By: _____

Printed Name: _____

Title: _____

Date: _____

LEGAL FORM AND SUFFICIENCY

Approved as to legal form and sufficiency. Approval means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not constitute approval or disapproval of the underlying transaction. Any modification may require re-approval.

Office of the Attorney General, Maryland Department of Natural Resources

By: _____ Date: _____

ATTACHMENT A – PROJECT DESCRIPTION

Project name: Cottage City Park Revitalization

Project address: 4300 Bunker Hill Road, Cottage City, Maryland 20722

POS project number: To be assigned: _____

Applicant: Town of Cottage City, Maryland

Landowner: The Maryland-National Capital Park and Planning Commission

Required project life: Twenty years from Maryland Board of Public Works approval

Project Scope

The Project is the revitalization of the existing approximately 5.53-acre Cottage City Park. Subject to the final DNR-approved application, plans, budget, and site plan, the work may include a covered community pavilion and pad; an accessible walking track; a fenced dog park with related amenities; playing-field grading, drainage, turf restoration, and associated improvements; accessible pathways and connections among park amenities; site preparation; landscaping; site furnishings; signage; and restoration. The final approved Program Open Space Application and Project Agreement, cost estimate, and site plan shall define the controlling Project scope.

Public Purpose

The Project will improve an established neighborhood park to provide safer, more accessible, functional, and inclusive outdoor recreation and community gathering opportunities. The Project will remain open to the general public during reasonable park hours, subject only to lawful and uniformly applied rules and temporary restrictions required for construction, maintenance, emergencies, severe weather, or permitted activities.

ATTACHMENT B – RESPONSIBILITIES OF THE PARTIES

1. Town of Cottage City Responsibilities

1. Serve as the Program Open Space applicant and grant administrator unless the parties and DNR approve another arrangement in writing.
2. Secure and administer project funding identified in the approved application; maintain grant, procurement, contract, invoice, payment, and reimbursement records for the required retention period.
3. Coordinate the application, project narrative, budget, schedule, community engagement, and required submissions with Prince George's County, M-NCPPC, and DNR.
4. Ensure that no physical construction begins before the applicable DNR Letter of Acknowledgment, Letter of Concurrence, or other required written authorization.
5. Coordinate procurement and construction activities assigned to the Town, including compliance with applicable competitive-procurement, prevailing-wage, minority-business, accessibility, environmental, safety, and permitting requirements.
6. Provide M-NCPPC and DNR reasonable access to plans, records, the construction site, and the completed Project for review and inspection.
7. Promptly notify M-NCPPC and DNR of material changes in scope, budget, schedule, public access, or site conditions and obtain required approvals before implementing those changes.

2. M-NCPPC Responsibilities

1. Confirm its ownership or control of the Project property and grant the Town the project-specific right to plan, develop, construct, inspect, and administer the approved improvements for the Agreement term, subject to approved plans and M-NCPPC requirements.
2. Review and approve the site plan, design documents, specifications, construction access, utility coordination, and proposed improvements before construction.
3. Identify applicable M-NCPPC standards and required permits or approvals and provide reasonable coordination with its parks, planning, engineering, environmental, and maintenance personnel.
4. Continue to operate, schedule, supervise, and maintain Cottage City Park and the completed improvements as a public park after acceptance, including routine maintenance, safety inspections, repairs, sanitation, grounds care, and reasonable public access.
5. Maintain the completed improvements throughout the required twenty-year project life or coordinate with the Town under a separately approved maintenance plan that does not diminish the obligations in this Agreement.
6. Permit DNR, the Town, and their authorized representatives reasonable access for preconstruction, construction, final, and post-completion inspections.
7. Not sell, transfer, materially alter, discontinue, or convert the Project or affected property in a manner inconsistent with the approved public-recreation purpose without the prior approvals required by this Agreement and Maryland law.

3. Joint Responsibilities

1. Designate project representatives and meet as reasonably necessary to coordinate scope, schedule, funding, public communications, construction, inspections, closeout, and maintenance.
2. Use the final DNR-approved site plan, application, agreement, and amendments as the controlling project documents.
3. Coordinate construction staging and temporary closures to minimize disruption while protecting public safety. Provide appropriate public notice, barriers, and safe routing when practicable.
4. Ensure that the Project remains available to the general public without unlawful discrimination and that accessibility requirements are incorporated into design, construction, operation, and maintenance.
5. Cooperate in obtaining environmental, floodplain, stormwater, erosion and sediment control, forest conservation, utility, building, and other approvals applicable to the final scope.
6. Cooperate in the installation and continued display of the permanent Program Open Space acknowledgment sign before final reimbursement.
7. Cooperate in responding to emergencies, damage, vandalism, unsafe conditions, grant compliance matters, and DNR inspection findings affecting the Project.

4. Construction and Acceptance

The parties shall approve a written construction responsibility matrix before notice to proceed, identifying the contracting party, construction manager, permit holder, payment administrator, inspection authority, and closeout-document custodian. M-NCPPC shall not unreasonably withhold approval of work that conforms to the approved plans and applicable standards. Upon satisfactory completion, final inspection, delivery of warranties and record documents, and written acceptance by M-NCPPC, installed improvements shall become part of the park property and shall be operated and maintained in accordance with this Agreement, unless DNR approves another arrangement in writing.

5. Costs and Funding

Each party shall bear the costs assigned to it in the approved application, funding authorization, budget, contracts, and any separately executed cost-sharing instrument. The parties acknowledge that, as reflected in the approved Application, M-NCPPC is expected to provide or cause to be provided One Million Dollars (\$1,000,000) of the total project cost. Neither party may obligate the other to expenditures not authorized in writing. Ineligible costs, cost overruns, or scope changes shall be allocated only through a written amendment or other written approval signed by authorized representatives, with DNR approval when required.

6. Insurance, Risk, and Claims

Each party shall remain responsible for the acts and omissions of its officers, employees, agents, and contractors to the extent provided by law. During the construction period, the party that contracts for the work shall be primarily responsible for claims arising from that work, subject to the other party's obligation to cooperate and to any insurance requirements set forth in the construction documents. Before construction, the parties shall confirm applicable insurance, builder's risk, workers' compensation, automobile, commercial general liability, and indemnification requirements in the construction documents. Nothing in this Attachment waives governmental immunity, statutory limitations, defenses, or notice requirements available to either party.

7. Records and Audit

The parties shall preserve and make available project records for at least the period required by the approved grant documents and applicable law. The Town shall maintain the official grant reimbursement file unless otherwise agreed in writing. Both parties shall cooperate with audits and requests from DNR, the Board of Public Works, the State Comptroller, and other authorized oversight entities.

8. Term; No Early Termination

This Attachment is effective with the Agreement and remains in effect for at least twenty years from Board of Public Works approval. The Town and M-NCPPC may not terminate or modify their responsibilities in a manner that impairs the Project's required public use, operation, maintenance, inspection, or conversion protections. Any proposed termination or material amendment is subject to prior written DNR approval.

9. Notices

Town of Cottage City

Town Manager

3820 40th Avenue

Cottage City, Maryland 20722

Email: _____

M-NCPPC

Director, Department of Parks and Recreation, Prince George's County

Address: _____

Email: _____

Maryland DNR

Program Open Space Local Grants

580 Taylor Avenue, E-4

Rev. 7/21/26 KJB

Annapolis, Maryland 21401

Email: _____

10. Order of Precedence

In the event of a conflict, the following order of precedence applies: (1) applicable law; (2) the DNR-approved Joint-Use Agreement; (3) the DNR-approved Program Open Space Application and Project Agreement and amendments; (4) Attachment A; (5) this Attachment B; and (6) other project agreements, plans, or administrative documents.