

**MEMORANDUM OF UNDERSTANDING BETWEEN
The Commissioners of Cambridge
AND
Dorchester County, Maryland
RE: MAINTENANCE OF CANNERY PARK RAILS TO TRAILS (R2T) TRAIL**

This Memorandum of Understanding ("MOU") will serve to establish the terms and conditions under which Dorchester County, Maryland, (County) and The Commissioners of Cambridge (City), hereafter the "Parties", maintain the 1/3 mile R2T Trail (Trail) at Cannery Park between Washington and Cedar Streets, Cambridge, Maryland, hereafter the "Property". The initial period of this MOU is effective from Completion of the trail until Termination of the City's lease with the Maryland Department of Transportation (MDOT), hereafter the "Lease."

WHEREAS, the City is the lessee of the Property from MDOT; and

WHEREAS, the County has been awarded funding from the Maryland State Highway Administration (SHA) Transportation Alternatives Program (TAP) to remove debris and install an asphalt 1/3-mile trail on the rail bed of the Property; and

WHEREAS, the Parties desire to coordinate the maintenance of the Trail to be installed on the Property.

NOW THEREFORE, in consideration of the mutual benefit to be derived by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by the Parties as follows:

1. The County will maintain the Trail for the term of the Lease, including annual routine maintenance such as hole patching and crack sealing.
2. The City will maintain signage, trash cans (including weekly emptying) and snow removal.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that any notice provided hereunder by any Party to the other shall be in writing and may be either delivered by hand to the Party or to the Party's designated agent or deposited in the United States mail, postage paid, to the following address:

The Commissioners of Cambridge
Attn: City Manager
410 Academy Street
Cambridge, MD 21613

Dorchester County, Maryland
Attn: County Manager
501 Court Lane
Cambridge, MD 21613

Either Party may designate a different agent or address for notice purposes by giving the other ten (10) days written notice in the manner provided above.

AND IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that this MOU contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this MOU are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the term(s) or provision(s) of this MOU shall remain in full force and

effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this MOU to be inconsistent with the intent of the Parties hereto.

No assignment of this MOU or any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Party hereto.

No Party to this MOU waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees and agents as a result of its execution of this MOU and performance of the functions and obligations described herein.

This MOU shall be governed by the laws of the State of Maryland.

Attest:

The Commissioners of Cambridge

Patrick C. Comiskey, City Manager

Victoria Jackson-Stanley, Mayor (SEAL)

Date

Approved as to form:

Patrick W. Thomas, Assistant City Attorney

Dorchester County, Maryland

Attest:



Keith Adkins, County Manager



William V. Nichols, President (SEAL)

6/19/19

Date

Approved as to form:



E. Thomas Merryweather, County Attorney