

ANNE ARUNDEL COUNTY, MARYLAND
ADOPT-A-MEDIAN/ROUNABOUT PROGRAM AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between Anne Arundel County, Maryland, hereafter referred to as "County," and _____, (name of business/organization) hereafter referred to as "Business."

WHEREAS, in order to improve the appearance of County maintained medians and roundabouts, the County has established an Adopt-A-Median/Roundabout Program, in which businesses or appropriate organizations adopt a portion of a roadway in the County and perform maintenance; and

WHEREAS, because the Group desires to participate in the Adopt-A-Median/Roundabout Program, the parties hereto have entered into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits received by the County and the Group from participation in the Adopt-A-Median/Roundabout Program, the parties hereto agree as follows:

1. The Business adopts _____ (name of median/roundabout) between _____ and _____ for a period beginning _____, 20____, and ending on _____, 20____.
2. The Business accepts responsibility for landscaping and providing ongoing maintenance on the above described County median/roundabout in accordance with the attached Adopt-A-Median/Roundabout Terms and Conditions ("Conditions") a minimum of four (4) times within a calendar year. At least one visit shall be in spring to clean up the median/roundabout with three (3) additional seasonal clean ups.
3. The Business acknowledges that any employees or other participants performing work on a median/roundabout has been advised of the potentially hazardous nature of the work, and the business has a safety plan as well as appropriate maintenance of traffic arrangements to ensure a safe work zone.
4. The Business agrees to submit a plan to the County project manager for landscaping at project inception and to ensure that the landscape improvements are made in accordance with the approved plan. Any changes to the plan must be approved in advance to ensure sight lines and other safety requirements are met.
5. The County may provide in kind services including up to 4 signs noting the name of the business that is maintaining the adopted median/roundabout and: _____

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6. The Business shall not discriminate in any manner against a Participant or any person, including members of the public and County employees encountered while participating in the Adopt-A-Median/Roundabout Program, because of sex, race, age, color, creed, orientation, or national origin.
 7. The Business shall indemnify and hold harmless the County for all losses, costs, expenses (including attorney's fees and court costs), settlement payments (whether or not reduced to final judgment), and all liabilities, damages and fines paid, incurred or suffered by the County by reason of or arising out of injuries to persons (including death) or property damage caused by the Business, its Participants, agents or subcontractors or in any way attributable to the performance of the above-described work, and shall further indemnify and hold harmless the County for any claim, action, suit or proceeding threatened, instituted or otherwise made against the County by reason of or arising out of:
 - a. Any breach, violation, or non-performance by the Business of any provision of this Agreement; or
 - b. From any other cause whatsoever due to the careless, negligent, intentional, wanton, or improper conduct of the Business.
 8. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. All notices shall be mailed via United States mail and addressed as follows:

X
X
 9. Notwithstanding any other provision of this Agreement, the County reserves the right to modify or terminate this Agreement at any time. All modifications shall be in writing and shall be effective immediately upon the County mailing the modification to the individual Participant or the Group leader.
 10. This Agreement shall be governed in accordance with the laws of the State of Maryland and any action arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction located in Anne Arundel County, Maryland.
 11. The person executing this Agreement on behalf of the Contractor certifies that he or she has the legal and organizational authority to do so.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals on the date and year first above written.

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

BY: Mark Hartzell _____ (SEAL)
Chief Administrative Officer Date

ATTEST: [NAME OF BUSINESS

BY: Name: _____ (SEAL)
Title: Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Office of Law Date

APPROVED

Department of Public Works Date

Office of Central Services Date