

AGREEMENT
RFQ 16-D
WATERSHED MULTI-USE TRAIL MAINTENANCE

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of April, 2016, by and between The City of Frederick, a municipal corporation of the State of Maryland (the "City") and The Mid-Atlantic Off-Road Enthusiasts ("MORE"), a Virginia corporation, for RFQ 16-D Watershed Multi-Use Trail Maintenance (the "RFQ").

Under this Agreement, MORE shall perform all services and agrees to all conditions set forth in the RFQ, which is incorporated herein by reference in its entirety.

The parties hereto acknowledge that they understand the terms and conditions set forth herein, and that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, they do hereby agree as follows:

(1) Scope of Work.

MORE will assist the City by engaging in work relating to the maintenance of the sanctioned multi-use trail system in the City's Watershed Forest Area (the "Watershed") surrounding Fishing Creek, and by assisting in other trail-related projects, all as further described in the RFQ and in MORE's response thereto.

(2) Term and Termination.

The term of this Agreement shall commence when a notice to proceed is issued and shall continue for a period of 15 years, unless first terminated by the City. The City may terminate this Agreement at any time and for any reason, upon written notice to MORE.

(3) Relationships.

In the performance of the services described herein, MORE and its members have no employment relationship with the City and do not expect to receive any offer of employment or financial reimbursement as a result of volunteering their services as provided herein. Members are not eligible for any City benefits, including worker's compensation. Nothing herein contained shall be construed to make MORE or any of its employees, agents, or volunteers an agent, servant, or employee of the City. MORE is solely responsible for the conduct and liabilities of its volunteers. No employee, agent, or volunteer of MORE has the authority to act on behalf of the City except as specifically provided in this Agreement.

MORE will report and coordinate all duties with Marc Stachowski, Deputy Director for Operations, Department of Public Works.

(4) Ownership of Reports, Etc. and Confidentiality

All reports, specifications, and other documents created by MORE or its members in the course of providing the services described herein shall be the property of the City. In connection with the performance of its services under this Agreement, MORE will hold any confidential information it receives concerning the City in strict confidence, and will not disclose any such information to any third party except as necessary in connection with performance of its duties on behalf of the City or as required by applicable law.

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(5) Compliance with Laws.

MORE hereby agrees to act in accordance with all laws and regulations applicable to activities within the Watershed, including but not limited to T. 08, Subt. 03, Ch. 02 of the Code of Maryland Regulations and Section 25-32 of the Frederick City Code, 1966 (as amended). MORE shall comply with all federal and state equal opportunity laws, orders and regulations and shall not discriminate against any employee or volunteer on the basis of age, race, color, religion, sex, disability, national origin, marital status, veteran status, gender identity, or sexual orientation.

(6) Hazardous Materials.

MORE agrees and represents that it shall not store or dispose of in the Watershed any "hazardous materials" as defined by federal, state, or local law as from time to time amended. MORE hereby further agrees that it shall indemnify and hold harmless the City for any injury, loss, costs, fines, penalties, or damages arising out of MORE's failure to comply with this provision regarding hazardous materials or MORE's failure to comply with all federal, state and local laws regarding hazardous materials.

(7) Indemnification.

MORE agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officials and employees, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, directly caused by MORE's negligence while performing volunteer services under this Agreement. This does not include loss or injury arising from public use of the trails and not directly caused by MORE's negligent acts.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless MORE, its officers, directors, and employees, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, directly caused by the City's negligence.

(8) Integration and Modification.

This Agreement constitutes the entire final agreement between the parties and supersedes any prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon the party affected unless set forth in writing and duly executed by each party.

(9) Assignment.

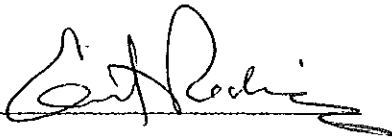
MORE shall not make any assignment or transfer of any of its rights, obligations or duties to a third party without the express written permission of the City.

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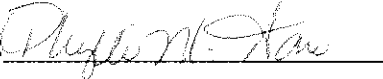
(10) Governing Law and Venue.

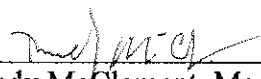
This Agreement shall be governed by the laws of the State of Maryland, and the parties agree that the venue for the resolution of any disputes will be in the courts of the State of Maryland located in Frederick County.

WITNESS our hands and seals the day and year first above written.


Witness: 

by: Ernest Rodriguez
[Name and title] MORE-President

Witness: 

by: 
Randy McClement, Mayor

Reviewed and Approved For Legal Sufficiency:


City Attorney