

**CITY OF DALLAS
LETTER OF AGREEMENT
FOR
VOLUNTEER SERVICES**

**MOWmentum
Maintenance Agreement**

Effective Dates: _____ to _____ **(Leave Blank)**

ADOPTION LOCATION(S): _____

Adoption Period: 3, 4, 7, 10 years (Circle One)

Are you applying for MOWmentum Funds?

Yes

No

Estimated TOTAL Project Cost:

\$ _____

All plans must be completed within _____ (leave blank) of the agreement date, **and all necessary itemized invoices, receipts and copies of cancelled checks must be submitted within the same time frame.**

Are you applying for the Dallas Reforestation Fund? If yes, all plans must be completed and submitted for approval by October 1st of the current year.

Yes

No

The City of Dallas, Department of Street Services, hereinafter called the "Department", and _____, hereinafter called the "Sponsor", recognizes the desirability of attractive public areas; and are entering into an agreement allowing the Sponsor to adopt, improve and maintain, in accordance to the attached proposal submitted:

R-O-W / Curb Extension

Median(s)

Triangle / Island

Circle(s)

Adoption of the public rights-of-way requires the Sponsor to accept full maintenance responsibilities, which include the following:

- All litter, debris, clippings, etc. must be removed from site by sponsor and/or contractor.
- Mow at least once every 14 days from April through October.
- Trim trees and shrubs to eliminate any visibility obstructions to traffic control signals, signs, into the rights-of-way of the street or sidewalk (Ord. Nos. 13796; 17597; 17985; 20599; 21632; 26585).

Adoption of the public rights-of-way requires the Sponsor to accept full maintenance responsibilities, which include the following (Continued):

- Remove weeds from around trees and other areas such as shrub beds, ground cover, etc.
- Edge along the sidewalks and curbs.

In addition, by signing this agreement, the sponsor agrees to provide the following services and adhere to the following terms and conditions. **A sponsor who violates any provision of Ordinance No. 24033 Article IX Storm Water Drainage System is guilty and each offense is punishable by a fine not to exceed \$2000. (SEC. 19-118.1)**

Please select by marking "x"

- The Sponsor or its members will perform the services.
- The Sponsor will hire a contractor to perform services, when needed.
- Plant and maintain flowers, bushes, shrubs, and/or trees.
- Assume responsibility and costs for the installation and maintenance of an irrigation system. For information regarding new state laws on sprinkler systems visit the website below.
http://dallascityhall.com/building_inspection/irrigation_interpretations.html
- Other:

Conditions for MOWmentum Program:

- Participants agree to abide by all state laws, city ordinances, and codes relating to public safety, health, and sanitation. Sponsors and/or volunteers providing maintenance to the site must wear a class 2 reflective vest at all times.
- Sponsor shall be required to adopt areas for a minimum period of three years. In addition the sponsor shall provide all necessary tools, equipment, material, etc.
- Sponsor acknowledges that if they fail to provide the agreed maintenance the Department may take whatever measures are necessary to resume City maintenance in the most cost effective manner, including, but not limited to, removal of all or any part of the improvements.
- **Sponsor is responsible for obtaining all utility clearances, licenses, and permits required for the project. A dig test must be performed to locate any lines under ground and a final assessment should be provided upon submission of agreement. You can call Dig-Tess at 1-800-344-8377 (1-800-DIG-TESS) or go online to www.digtess.org to schedule a dig test.**
- Sponsor shall adopt areas that can be defined as belonging to a community and segments should begin and end at street intersections or otherwise be identifiable by street address.

Conditions for MOWmentum Program (Continued):

- Sponsor shall have the option of renewing the agreement subject to the approval of the Department of Street Services' director.

The Department agrees to accomplish the following:

- Work with the sponsor to determine the specific area to be adopted.
- Remove litter from the adopted section only under unusual circumstances, i.e. to remove large, heavy or hazardous items that cannot be removed by means available to the sponsor.

Additional Terms and Conditions

If in the sole judgment of the Department, it is found that the adopting Sponsor is not meeting the terms and conditions of this agreement, upon 30 days notice, the Department may terminate the adoption agreement and remove any improvements. This agreement may be modified in scope or altered in any other manner at the sole discretion of the Department. The Department reserves the right to modify or cancel the Program at any time.

No term or provision of this agreement shall be construed as making the sponsor a servant or employee of the City or making the Sponsor or any of the Sponsor's participants eligible for fringe benefits, such as retirement, insurance and worker's compensation which the City provides its employees.

Sponsor agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Sponsor's breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of Sponsor, its officers, agents, employees, subcontractors, or procured volunteers, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its officers, agents, employees or separate contractors, **and in the event of joint and concurring negligence or fault of Sponsor and City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any defenses of the parties under Texas law.** The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

The Department recognizes the Sponsor as the agent for the public right-of way; and the Sponsor accepts the responsibility of maintaining the area in the community for a minimum period of three years, unless the agreement is extended, renewed, or canceled by the Department.

***The Sponsor must also comply with the City of Dallas Environmental Policy which states that the city is committed to 3 things. **Compliance:** Comply with Federal, State and Local regulations. **Continual Improvement:** Improving work practices to reduce its Environmental foot print. **Pollution Prevention:** Committed to preventing pollution at its source.

All pages contained in this packet are a part of the MOWmentum process for approval, please read all pages before accepting this agreement. The turn around time for approval/denial is 30-45 days. In the event that the agreement is denied the sponsor has the opportunity to correct/revise the agreement for re-submittal.

_____ (Signature of Representative) (Date)	_____ Gilbert Aguilar, Director (Date) Department of Street Services City of Dallas
_____ (Print Name of Representative)	
_____ (Sponsor Name)	Reviewed and Approved by: Elizabeth Ramirez, Assistant Director Department of Public Works and Transportation City of Dallas
_____ (Contact Address)	
_____ (Phone Number)	
_____ (Email Address)	

- **For more information about the program’s funding, types of plants, landscaping guidelines and other information visit us at <http://www.dallascityhall.com/> and navigate to the Department of Street Services and click MOWmentum.**
- **To learn more about the Dallas Reforestation Program, visit: <http://www.dallascityhall.com> , click City Departments, Building Inspection, City Arborist, and then “Reforestation Fund”. For more information contact Phil Erwin, Chief Arborist for the City, at 214-948-4117.**
- **For ideas or suggestions on a variety of plant species contact Karen Woodard, City Forester at 214-670-1509.**
- **For ways to GO GREEN visit <http://www.greendallas.net/>**
- **For questions and/or further information contact Elizabeth Ponce, Department of Street Services at (214) 670-8621 or the main line at (214) 670-4491.**