

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

**MOWmentum
Maintenance Agreement**

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

ADOPTION LOCATION(S): _____

Adoption Period: 2, 5, 7, 10 years (Circle One)

Are you applying for MOWmentum Funds?

Yes

No

Estimated TOTAL Project Cost:

\$ _____

All work must be completed **within six months** of the agreement date, **and all necessary itemized invoices, receipts and copies of cancelled checks must be submitted within the same time frame. Please review MOWmentum Funds application for further details.**

Are you applying for the Dallas Reforestation Program?

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:

- Pick up litter and debris as needed.
- Mow at least once every 14 days from April through October, and mulch or remove clippings.
- Trim trees and shrubs to eliminate visibility obstructions.
- Remove weeds from around trees and other areas such as shrub beds, ground cover, etc.
- Edge along the sidewalks and curbs and remove debris.

In addition, by signing this agreement, the sponsor agrees to provide the following services and adhere to the following terms and conditions:

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.
- Plant and maintain trees.
- Assume responsibility and costs for the installation and maintenance of an irrigation system.
- Other:

Conditions for MOWmentum Program:

- Participants agree to abide by all laws and regulations relating to public safety, and City ordinances and State law.
- Sponsor shall be required to adopt areas for a minimum period of two years.
- 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.**
- 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.
- Sponsor shall provide all necessary tools, equipment, materials, etc.
- Sponsor shall have the option of renewing the agreement subject to the approval of the Director and continuation of the program by the Department.

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 period of two 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 apart of the MOWmentum process for approval, please read all pages before accepting this agreement.

(Signature of Representative) (Date)

Kelly High, Director (Date)
Department of Street Services
City of Dallas

(Sponsor Name) (Date)

(Contact Address)

Reviewed and Approved by:
Elizabeth Ramirez, Assistant Director
Department of Public Works and Transportation
City of Dallas

(Phone Number)