

CITY OF DALLAS
LETTER OF AGREEMENT
FOR
VOLUNTEER SERVICES

Project #: _____

Department of Transportation and Public Works
MOWmentum Agreement

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

Adoption Location(s): _____

Adoption Period: 5 or 10 years (Circle One)

Estimated TOTAL Project Cost: \$ _____

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

A permit is required to perform any work within the public rights-of-way. For Rights-of-Way permits access, go to <https://rowmanagement.dallascityhall.com>. For information on how to use this system, please see the Training Manual. For an interactive map of Rights-of-Way permits with an Issued or In Warranty status, go to <http://gis.dallascityhall.com/rowms>. If you have any questions, please send them to pbwrowmanagement@dallascityhall.com.

Any change in vegetation to the location requires the sponsor to resubmit a planting plan to the Department for approval.

Right-of-Way Permit #: _____

The City of Dallas, Department of Transportation and Public Works, hereinafter called the "Department", and _____, hereinafter called the "Sponsor", recognizes the desirability of attractive public areas; and is 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 March through November.
- Remove weeds from around trees and other areas such as shrub beds, ground cover, etc. and edge along the sidewalks and curbs

- 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).
- Provide water for all vegetation planted.

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 always wear a class 2 reflective vest.
- Sponsor shall be required to adopt areas for a minimum period of five (5) years. In addition, the sponsor shall provide all necessary tools, equipment, material, etc.
- **Sponsor is responsible for obtaining all utility clearances, licenses, and permits required for the project. A dig-tess 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.
- Sponsor shall have the option of renewing the agreement subject to the approval of the Department of Public Works Assistant 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 rights-of way; and the Sponsor accepts the responsibility of maintaining the area in the community for a minimum period of five (5) 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 three (3) things. **Compliance:** Comply with Federal, State and Local regulations. **Continual Improvement:** Improving work practices to reduce its Environmental footprint. **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 **21days**. If the agreement is denied the sponsor has the opportunity to correct/revise the agreement for re-submittal or upon request and notification of participant's office visit the Department of Public Works will provide this service.

(Signature of Representative) (Date)

(Print Name of Representative)

(Sponsor/Association Name)

(Address)

(Phone Number)

(E-mail Address)

Ghassan Khankarli, (Date)

PH.D., PE, PMP, CLTD

Director

Transportation and Public Works

City of Dallas

Dev Rastogi, PE (Date)

Assistant City Manager

City Manager's Office

City of Dallas

- For more information about the landscaping guidelines, and other information visit us at: <https://dallascityhall.com/departments/public-works/Pages/MOWmentum.aspx>
- To learn more about the Dallas Reforestation Program, visit: <http://dallascityhall.com/departments/sustainabledevelopment/arborist/Pages/reforestation.aspx> or contact Phil Erwin, Chief Arborist for the City at (214) 948-4117 or e-mail phil.erwin@dallas.gov

For ideas or suggestions on a variety of plants and tree species, contact Xavier Escamilla, Forestry Manager at (214) 490-6992 or e-mail xavier.escamilla@dallas.gov

- For installation of irrigation system, you must contact Planning & Development located at 320 E. Jefferson Blvd., Room 115, or call (214) 948-4480.
- For monuments, signs and physical structures, visit: <https://dallascityhall.com/departments/building-services/real-estate/Pages/Licenses.aspx> or contact Marie Gordon at (214) 948-4119 or e-mail marie.gordon@dallas.gov
- For additional questions and information please contact MOWmentum line at (214) 671-0253 or e-mail: MOWmentumProgram@dallas.gov

Note: This page MUST be initialed by Sponsor and sealed by a Notary Public of your choice

This is to certify that I have completely read and understand the contents of this MOWmentum Agreement Program packet and do wish to participate in the beautification program by initialing and signing the following:

- City of Dallas, The City of Dallas Department of Transportation and Public Works Presents MOWmentum Program (cover page)
- City of Dallas Letter of Agreement for Volunteer Services MOWmentum Maintenance Agreement (Conditions and Terms)
- Xeriscape Plant Materials Recommended for Median Plantings Grouped by Family and Genus
- Beautification Policy - General Guidelines for Landscaping
- MOWmentum Program Notary Page

JURAT

§
§
§

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me on the _____ day of _____, 20 _____.
Notary Public in and for the State of _____

Commission Expires _____