



DEPARTMENT OF PUBLIC WORKS

**ADOPT-A-SPOT AUTHORIZATION**

**SPONSORS**

\_\_\_\_\_ is authorized to landscape and maintain the "Adopt-A-Spot" located at \_\_\_\_\_ in accordance with the criteria outlined herein.

**CITY RESPONSIBILITIES**

Upon execution of this authorization, the CITY shall:

1. Remove, if required, from the identified "Adopt-A-Spot" location any and all pavement material, other than curbing, that currently fills the area to be landscaped.
2. In areas from which pavement has been removed, install topsoil into the area to be landscaped, if required.
3. Repair damage to curbing that results solely from CITY operations.
4. From time to time, inspect the identified "Adopt-A-Spot" location to ensure that it has been landscaped in accordance with the agreed plan and is being maintained in accordance with this authorization.
5. Notify the SPONSOR when requirements are not being met.
6. Terminate this authorization should the SPONSOR refuse or fail to correct maintenance deficiencies.

**SPONSOR RESPONSIBILITIES**

Upon execution of this authorization, the SPONSOR shall:

1. Provide the CITY with a landscaping plan that will become an exhibit to this authorization.

2. Landscape the identified "Adopt-A-Spot" location, in accordance with the agreed plan, as soon as practicable following removal of the pavement material and placement of topsoil (if required). The landscape plan shall conform with the following:
  - a. The landscape plan shall not create a safety hazard for either vehicular or pedestrian traffic.
  - b. Landscaping shall include only natural plantings and materials. Plastic, or otherwise fake or non-living, flowers shrubs and/or trees shall not be used.
  - c. Unless approved by the CITY, shrubs, other plantings and signage (except traffic signs) shall not be taller than two (2) feet.
  - d. Any unseeded or unplanted area must be covered by mulch. Crushed, decorative stone shall not be used as a walkway nor shall it be used in any application that may result in its spilling onto a pedestrian or vehicular traveled way.
  - e. A sign may be erected to recognize the adopting SPONSOR. Signs shall be tastefully done and shall not incorporate commercial, political, charitable, traffic management or other messages not associated with sponsorship of the spot. Signs shall be one of the two sizes and designs approved for Adopt-A-Spot use: 12" x 18" or 18" x 60".
3. Maintain throughout the term of this authorization the adopted spot, to include:
  - a. Sufficient watering and fertilizing to ensure the healthy growth and beauty of shrubs, grass, flowers or other planted materials.
  - b. Cutting of grass and trimming of shrubs, or other planted materials, at sufficient frequency to ensure a manicured appearance.
  - c. Weed removal at such frequency to avoid an unkempt appearance.
  - d. Keeping the adopted spot free of litter.
4. Perform work within the adopted spot in a manner that does not jeopardize the safety of SPONSOR personnel or pedestrian or vehicular traffic or otherwise impede or restrict pedestrian or vehicular traffic.
5. Meet the obligations of this authorization at no cost or expense to the CITY.
6. Correct, in a timely manner, maintenance or other deficiencies brought to its attention by the CITY.

## **TERM**

This authorization shall remain in effect until terminated by either party.

## **INDEMNIFICATION**

The SPONSOR shall indemnify, defend, and save the CITY harmless from and against any and all liabilities, obligations, damages, penalties, claims, loss, costs and expenses, including reasonable attorney's fees, arising out of, in connection with, or related to

SPONSOR'S landscaping and maintenance of the identified Adopt-A-Spot; SPONSOR'S breach of any covenant, provision or term of this authorization; or the condition of the Adopt-A-Spot identified in this authorization for which the SPONSOR is hereby made responsible. The SPONSOR'S responsibility shall extend to the actions and omissions of its agents, contractors, employees, invitees or licensees.

**RELEASE**

It is recognized that participation in the "Adopt-A-Spot" program requires participants to enter into and work on property owned by the City of Norwalk and that such activity is voluntary and of a non-profit nature.

The undersigned participant(s) hereby release(s) and forever discharge(s) the City of Norwalk from any and all actions, claims and damages, on account of or in any way arising out of any activities related to the "Adopt-A-Spot" program.

Participant(s)

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Director of Public Works

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SPONSOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Phone:

Email: