

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRISCO AND THE FRISCO GARDEN CLUB**

This Memorandum of Understanding ("MOU") is made and entered into by and between the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality ("City"), and the **FRISCO GARDEN CLUB, INC.**, a Texas nonprofit corporation ("Organization"). City and Organization are sometimes referred to collectively as the "parties" or individually as a "party".

WHEREAS, City finds that it is in the best interest of City and its citizens to have organizations provide programs, maintenance and expertise on park facilities owned and operated by City; and

WHEREAS, Organization currently cares for and maintains the landscaping in select areas located on City property; and

WHEREAS, Organization has a demonstrated ability in maintaining public landscape areas; and

WHEREAS, Organization has expressed interest in partnering with the City in this regard.

NOW, THEREFORE, the parties agree as follows:

1. **SITES.** City agrees to allow Organization to provide landscape services to the park facilities that are more particularly described in **Exhibit A**, attached hereto and incorporated herein for all purposes ("Sites"), under the terms and conditions of this MOU and on a non-exclusive basis.
2. **TERM.** The MOU is effective on the Effective Date (hereinafter defined) and shall remain in effect until December 31, 2021, unless terminated earlier as described in this MOU.
3. **ORGANIZATION OBLIGATIONS.** Organization shall:
 - a. Submit preliminary planting plans for each Site for review and approval by City prior to installation of any landscape materials. Planting plans shall include general location of plants, quantities, plant spacing, species description, and watering needs. City will use best efforts to review and either approve or seek modification of the submitted plans within 14 days of submittal.
 - b. Submit maintenance plans for each Site for review and approval by City prior to installation of any landscape materials. Maintenance plans shall include expected frequency and description of tasks to be performed. City will use best efforts to review and either approve or seek modification of the submitted plans within 14 days of submittal.
 - c. Purchase and install plants and perform general maintenance of each Site at Organization's sole cost and expense.
 - d. Perform general litter clean-up and disposal at each Site, as needed.
 - e. Not apply any pesticide, insecticide, fertilizers, etc.
 - f. Not prune trees.
4. **CITY OBLIGATIONS.** City shall:
 - a. Purchase, deliver and apply mulch two times per year at each Site. Installation to occur as close as practicable to the following time periods: April 1 – 15 and November 1 – 15.
 - b. Maintain and program existing irrigation systems, if any, for each Site.

- c. Perform general litter clean-up and disposal at each Site, as needed.
 - d. Apply generally accepted best practices for the application of pesticides, insecticides, fertilizers, etc., at each Site.
 - e. Review Organization's planting and maintenance plans and provide, if needed, alternate recommendations.
 - f. Trim large bushes, hedges, ornamental trees, etc.
5. **TERMINATION.** Either party for any reason or for no reason and at any time may terminate this MOU provided that written notice of termination is given to the non-terminating party no less than ten (10) days prior to termination.
6. **MEETINGS.** Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this MOU. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.
7. **PERMISSION FOR INSTALLATION OR CONSTRUCTION.** Organization shall not install or construct temporary or permanent structures, signs, equipment, borders, or other items without prior written approval from the Director of the City Parks and Recreation Department (the "Director").
8. **LIABILITY.** Organization agrees that City shall not, under any circumstance, be liable or responsible for any claim, demand or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Organization's work under this MOU. Organization assumes full responsibility for the acts and omissions of any and all persons working for or on behalf of Organization under this MOU. Organization acknowledges and agrees that City is not providing any guarantee, representation or warranty, and City hereby disclaims any guarantee, representation or warranty of the condition or suitability of each Site, in whole or in part, for the uses permitted hereunder.
9. **ASSIGNMENT.** Organization shall not assign this MOU nor shall it rent out or allow any individual, entity or group to use, program or maintain any property of City, including, without limitation, without the prior written consent of the Director.
10. **WAIVER.** Organization shall ensure that all of its members and guests working on City property under this MOU completes and provides to City the Volunteer Waiver, attached as **Exhibit B**, prior to commencing any work.
11. **IMMUNITY.** It is expressly understood and agreed that, in the execution and performance of this MOU, City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this MOU, the parties do not create any obligations, express or implied, other than those set forth herein.
12. **ENTIRE AGREEMENT.** This MOU contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

Exhibit A – Sites

1. Bi-Centennial Park located at 9349 Sunset Drive.
 - a. Approximately 225 square-feet.
2. Crozier Sickles House at Frisco Heritage Center located at 6455 Page Street.
 - a. Approximately 425 square-feet.
3. Smith-Muse House at Frisco Heritage Center located at 6455 Page Street.
 - a. Approximately 425 square-feet.
4. Veterans Memorial at Frisco Commons Park located at 8000 McKinney Road.
 - a. Approximately 1,200 square-feet.
5. Main Street Gazebo located at 6913 Main Street.
 - a. Approximately 2,250 square-feet.
6. Vivian Stark McCallum Park located at 9700 Snowberry Drive.
 - a. Approximately 1,200 square feet.

IN WITNESS WHEREOF, the parties have executed this MOU and caused this MOU to be effective when all the parties have signed it. The date this MOU is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this MOU ("Effective Date").

CITY OF FRISCO, TEXAS,
a home-rule municipality

By: Shannon Coates
Printed Name: Shannon Coates
Title: Director of Parks & Recreation
Date: 8/19/20

FRISCO GARDEN CLUB, INC.,
a Texas nonprofit organization

By: Linda Stricker
Printed Name: Linda Stricker
Title: President
Date: 8-21-20

Exhibit B – Waiver



City of Frisco
"Special Projects" Volunteer Waiver

Please print and complete the entire application. Asterisks * denote REQUIRED field.

Last Name*	First Name*	Middle Initial
Address*	City*	State* Zip Code*
Home Phone*	Work Phone	E-Mail Address
Emergency Contact Person/Relationship*	Emergency Phone Number*	
Business or Organization Affiliation, if applicable:		
I am 18 years old or older?* (circle one) YES NO If not 18, please provide your age: _____		
Names/ages of additional volunteers, if applicable:		

PLEASE READ BEFORE SIGNING:

As a volunteer for the City of Frisco I/my child/my organization/family agree(s):

- To represent the City of Frisco in a professional manner and portray a positive image to the community;
- Not to consume alcohol or illegal drugs before or during my volunteer schedule time;
- To avoid the use of profanity while on site;
- Not to set up any table or booth with the intent to sell, promote, or distribute personal literature of any type;
- To allow the City of Frisco to use my likeness, voice, photograph and words in any form for promotion activities without payment.

WAIVER OF LIABILITY

In consideration of the City of Frisco allowing me/my child/my organization/my family to participate in The City of Frisco "Special Projects" Volunteer, and being aware of the possible injuries that could occur as a result of this participation, I, on behalf of myself, my child, my organization or my family, release the City of Frisco officials, employees, agents, instructors, from any and all injuries and damages whatsoever arising from participation in this event.

I, my heirs and representatives, agree to indemnify, save and hold harmless the City of Frisco, its officials, employees and agents from any and all claims made by me/my child/my organization or my insurer for injuries or damages related to any City of Frisco event.

I affirm I have read the above and the information I have given is true and complete.

Signature of Volunteer and Date

Signature of Parent, if applicant is under the age of 18