**AGREEMENT BETWEEN THE DISTRICT DEPARTMENT OF TRANSPORTATION AND BLOOMINGDALE CIVIC ASSOCIATION GOVERNING THE INSTALLATION AND MAINTENANCE OF ­­­­­­­­­­­FIXTURES IN PUBLIC SPACE**

This Installation and Maintenance Agreement (“Maintenance Agreement”) is made as of this \_\_\_\_\_\_16th\_\_ Day of February 2021 ("Effective Date") by and between The Bloomingdale Civic Association, a District of Columbia Non-profit, and the District of Columbia ("District"), a municipal corporation, acting by and through the District Department of Transportation ("'DDOT").

**RECITALS**

**WHEREAS**, the Bloomingdale Civic Association is an organization to help improve the civic, cultural, social, and economic welfare within a defined area of the District by engaging in various activities including enhanced maintenance and improvements to public space; and

**WHEREAS**, the Bloomingdale Civic Association proposes to maintain planters, plants and artwork installations placed in the space within the curb extensions that are located on First Street NW between R St NW to Bryant St NWT, specifically shown in Exhibit A; and

**WHEREAS**, in accordance with the provisions of 24 DCMR Chapter § 100.1 et seq. (1985) as amended, the Bloomingdale Civic Association has requested that DDOT issue a public space permit to authorize the installation and maintenance of the public art such as ground murals; and

**WHEREAS**, the rules and regulations of the District of Columbia authorize the Mayor, or his agent, designee, or representative to impose such conditions on the issuance of said permit as the Mayor may require, 24 DCMR Chapter 1, §100 et seq. (1985), as amended; and

**WHEREAS**, the Bloomingdale Civic Association has agreed to maintain 32 planters that DDOT installed within the curb extensions; and

**WHEREAS**, DDOT has approved the installation and maintenance of the public art and planters while DDOT is still responsible for maintaining striping and flex-posts along the curb extensions; and

**WHEREAS**, The Bloomingdale Civic Association and DDOT desire to enter into this Agreement to set forth the terms and conditions for the required public space permit.

**NOW, THEREFORE**. in consideration of the foregoing recitals and in consideration of the premises and the issuance of the permit for installation of the public art and maintenance of the planters, the Bloomingdale Civic Association and DDOT do hereby agree and declare as follows:

1. The foregoing recitals are incorporated by reference as substantive provisions of this Maintenance Agreement as if they had been restated in their entirety.
2. The parties acknowledge that no right, title, or interest of the public is thereby acquired, waived or abridged.
3. The Bloomingdale Civic Association shall maintain 32 planters located at 4 per intersection at R, Seaton, S, U, V, W and Bryant and 2 each at Adams and Randolph in accordance with the maintenance schedule specified in Attachment B.
4. The Bloomingdale Civic Association may install the public art, but shall do so in accordance with the requirements set forth in the permit, the site plans attached hereto as Exhibit A and all applicable laws and regulations.
5. Notwithstanding anything to the contrary in this Agreement, DDOT has the legal right to authorize work and/or issue permits for work to be completed at or around the public art and planters as may be necessary or proper and will do so without prior written notice to or permission from the Bloomingdale Civic Association. When work is completed DDOT or its designee shall return the planter to its original approved location and level them.
6. In the event that a planter is damaged through construction, utility work, roadway incidents, or other event, the Department of Transportation will repair or replace the planter. The Bloomingdale Civic Association will continue to maintain the planters including soil, plants, and other aesthetic features of the planters.
7. The Bloomingdale Civic Association shall maintain the public art and planters in accordance with the terms and conditions of this Agreement and the required public space permit. The Bloomingdale Civic Association's installation and maintenance of the public art and planters shall be performed in accordance with all applicable laws and regulations.
8. In the event DDOT or the Bloomingdale Civic Association determines that a structure needs to be removed then DDOT and the Bloomingdale Civic Association may, by mutual written agreement, decide not to replace the removed structure, on a case by case basis.
9. In the event the public art and planters creates clear and present danger to the public safety, DDOT may elect to use such materials, equipment, workmen and assistants as may be necessary to make the public art and planters safe and secure.
10. DDOT shall not be liable for any claims whatsoever arising from the activities permitted in this Agreement except to the extent caused by the properynegligent or willful acts or omissions of DDOT or its employees or agents.
11. DDOT shall have the right, after reasonable prior written notice to the Bloomingdale Civic Association, to terminate this Maintenance Agreement at any time, without cause and to remove the public art and planters and restore the site to District standard materials at DDOT's sole discretion.
12. This Maintenance Agreement cannot be modified or amended without the prior written consent of DDOT. The Bloomingdale Civic Association may request termination of this Agreement and DDOT agrees Co termination of this Agreement provided the Bloomingdale Civic Association agrees to the removal of the public art and planters.
13. This Maintenance Agreement shall remain in effect as long as the Charter of the Bloomingdale Civic Association remains active under District law unless otherwise terminated in accordance with the terms provided in Sections 12 or 13.
14. DDOT shall have the right to specifically enforce this Maintenance Agreement.
15. All notices, requests, modifications, and other communications regarding the implementation and interpretation of this Agreement, shall be personally delivered, faxed, emailed, or mailed to the persons listed below:

**For DDOT:**

Kelly Jeong-Olson, Community Engagement Specialist for Ward 5

kelly.jeong-olson1@dc.gov

David Jones, Community Engagement Supervisor

david.jones5@dc.gov

**For BCA:**

Teri Janine Quinn, President of BCA

terijanine@gmail.com

ReachBloomingdaleCA@gmail.com

1. This Maintenance Agreement may be executed in counterparts, each of which shall be deemed an original and all counterparts together shall constitute one and the same Maintenance Agreement.

*[The rest of this page is intentionally blank. Signatures appear on the following page.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first above written.

WITNESS: **DISTRICT DEPARTMENT OF TRANSPORTATION**, an agency of the District of Columbia

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Everett Lott

 Interim Director, District Department

 of Transportation

WITNESS: AGENCY NAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Teri Janine Quinn

President, Bloomingdale Civic Association

Table of Exhibits

1. Exhibit A – Site Plan showing locations of curb extensions and 32 DDOT planters.
2. Exhibit B – List of Maintenance Activities to be performed by BCA. (Eg: weekly activities; monthly activities)