

## **West Jordan Adopt-A-SPOT Program Agreement**

This agreement is entered into by and between \_\_\_\_\_, a Utah **[corporation, limited liability company, individual]** (the "Group") located at \_\_\_\_\_ West Jordan, Utah, and the City of West Jordan, a municipality and political subdivision of the State of Utah ("the City") located at 8000 South Redwood Road, West Jordan, Utah.

### **Recitals**

**Whereas**, City has a program to provide civic volunteers with an opportunity to help clean City streets and parks and receive public recognition for their efforts; and

**Whereas**, the Group desires to participate in the program; and

**Whereas**, the City and Group (each referred to herein as a "Party" and collectively referred to as "Parties") desire to enter into this Agreement to define their respective obligations and the terms and conditions of participation in the program.

### **Terms**

**Now therefore**, in consideration of the mutual covenants and conditions hereinafter to be fully kept and performed, the City and Group hereby agree as follows:

#### **1. Group Obligations.**

A. *Cleanup*. The Group shall perform litter removal ("cleanup") of the section of street or park area described as follows: **[Insert description]** CLEANUP ACTIVITIES NEAR STREETS SHALL NOT INTERFERE WITH OR OBSTRUCT TRAFFIC FLOW.

B. *Times*. The Group shall schedule a cleanup within one month of signing this Agreement. Cleanup shall be performed no less than four times per year, at times scheduled by the Group through the City's Public Works Department (the "Department"). The Group shall inform the Department of each scheduled cleanup at least seven (7) calendar days before starting. The City may request that cleanup be performed, or not performed, during certain times.

C. *Trash Bags*. The Group shall pick up trash bags from the Department no more than two weeks before the cleanup. All unused trash bags shall be returned to the Department within seven (7) calendar days after the cleanup.

D. *Laws, Ordinances and Policies*. At all times, the Group shall perform the services set forth in this Agreement in accordance with applicable state and local laws and ordinances, and in accordance with the West Jordan Adopt-A-SPOT Program Policy, attached hereto as Exhibit A and incorporated herein by this reference.

E. *Safety*. The Group shall be solely responsible for safety of the participants and the safe performance of the cleanup activity. The Group shall provide all safety instruction, training and equipment determined by the Group to be appropriate for those participating in the cleanup activity.

## **2. City Obligations.**

A. *Sign*. City shall install a sign with the Group's name or acronym, in a location adjacent to or near the cleanup area, placed to reasonably inform observers of the Group's cleanup efforts.

B. *Trash Bags*. City shall provide trash bags, to be picked up by the group from the City's Public Works Department located at 8030 South 4000 West in West Jordan. City shall pick up and dispose of the filled trash bags.

C. *Litter Removal*. City shall allow the Group to perform the cleanup described in this Agreement. City shall remove litter under special circumstances (i.e. very large, heavy or hazardous items), if the Group notifies the Department of the type and location of the item(s).

**3. Civic Volunteers.** The Group and each participant shall be community volunteers. They are not City volunteers or employees. The Group, and its individual participants, will not be insured by the City for liability or worker's compensation, and the Group shall provide its own insurance. The contractual relationship between the City and Group is one of independent contractor and not agency, and the Group shall have full power and authority over services performed, subject to the terms of this Agreement.

## **4. Indemnification, Liability and Insurance.**

A. The Group acknowledges the hazardous nature of the services and agrees to assume full responsibility in the event of an accident or other incident involving death or injury to members of the Group or others, or property damage that results from negligence or intentional conduct on the part of any member of the Group. The Group shall be fully responsible for the training and equipping of its participants and for any inadequacies, failings, and omissions of such training or equipment.

B. The Group shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers ("Indemnified Parties") from any and all claims arising out of the activities or omissions of the Group, its officers, agents, employees, program participants and others claiming through or under the Group. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. The Group shall indemnify, defend and hold harmless the Indemnified Parties from any and all claims involving worker's compensation and claims for injuries to person or property occurring upon or arising from the performance of this Agreement.

C. The Group shall provide a policy of insurance with limits as follows:

(1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts; and

(2) general personal injury and property damage liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than A-. The Group shall provide City with copies of certificates for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

## **5. Expiration and Termination of Agreement.**

A. This Agreement shall expire two years after the date below, unless extended by mutual written agreement of the Parties or terminated pursuant to section 2.B.

B. If the Group does not perform cleanup according to the terms of this Agreement, or if the Group does not perform cleanup for 180 consecutive days, the City may provide notice to the Group to perform cleanup in compliance with the terms of the Agreement within fourteen (14) calendar days. If cleanup is not completed and in compliance within the fourteen-day notice period, the Agreement will be deemed terminated without any further action by City.

C. The City may terminate or suspend this Agreement for construction, maintenance, repair or other City activity within the cleanup area.

**6. Notice.** All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the Party for whom intended at such Party's address first listed above, or when delivered personally to such Party. A Party may change its address for notice hereunder by giving written notice to the other Party.

**7. Miscellaneous.** This Agreement: (a) shall not be assignable; (b) does not create any joint venture, partnership, undertaking or business arrangement between the Parties nor any rights or benefits to third parties; (c) shall be governed by and construed in accordance with the laws of the State of Utah and venue shall be in Salt Lake County; and (d) contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of

whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**[Insert name of Group]**

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

Printed name: \_\_\_\_\_, Title: \_\_\_\_\_

CITY OF WEST JORDAN

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

Attest:

\_\_\_\_\_  
City Recorder