



## Adopt A Waterway Program Agreement

The City of Santa Clara is proud to sponsor and coordinate the Adopt A Waterway program. The purpose of this program is to clean, protect, and preserve our waterways and sensitive habitats that exist within Southern Utah, and to improve the recreational areas that thrive within the community.

1. City of Santa Clara (City) encourages local businesses, civil and professional organizations, environmental groups, academic institutions, HOA's, 4-H, scouting organizations, and any other collective group to formally adopt a section of local waterway for the purpose of improving water quality, protecting and preserving wildlife habitats, and maintaining the beautiful landscape of Southern Utah.
2. **"Adopting Organization"** means any local business, civil and professional organization, environmental group, academic institution, HOA's, 4-H, scouting organization, or other collective group, who formally adopts a local waterway.
3. **"Local Waterway"** means any natural waterway within the City.
4. It is recommended the Adopting Organization adopt a ¼ mile - ½ mile section of a waterway near the Adopting Organization. The number of volunteers needed to accomplish cleanups will depend on the size and condition of the adopted waterway. A meeting with the Adopt A Waterway Coordinator will be held to finalize the adoption area.
5. Adopting Organizations will be recognized with Adopt A Waterway sign provided and installed by the City, which will include the organization's name and information for acknowledgement of their service. The sign will be placed at an appropriate location near the waterway.
6. The City will provide acknowledgement to the Adopting Organization on the Adopt A Waterway map and website, as well as marketing materials related to the program. The City reserves the right to use any and all photos, data, or other information collected from volunteers in the development of promotional and public outreach materials.
7. The Adopting Organization will select one member who is twenty one (21) years of age or older to be assigned the Adopting Organization's Designated Representative. The Designated Representative will be responsible for coordinating all cleanup projects with the members of the Adopting Organization and the City.
8. Adopting Organizations must adopt a waterway for a period of at least two (2) years. After two (2) years, the Adopting Organization may renew their designation and agreement, modify their designation and agreement (choose a different waterway), or terminate the agreement.
9. Adopting Organizations agree to collect trash and perform other desired clean-up activities at the adoption location on at least two (2) dedicated dates per year.
10. The Designated Representative must meet with the Adopt A Waterway Coordinator prior to the desired clean-up date. At that time, the Adopt A Waterway Coordinator will provide the Designated Representative with Volunteer Risk and Release Agreements, an Enrollment Form, Safety Guidelines, a sign-in sheet, trash bags, and access information to the desired location. The City recommends each volunteer of the Adopting Organization wears gloves, boots or sturdy shoes, pants, etc. The City does not provide these items.

11. Each participating member of the Adopting Organization agrees to sign the Volunteer Risk and Release Agreement before starting any project. All signed Volunteer Risk and Release Agreements must be returned to the City Adopt A Waterway Coordinator prior to the event.
12. No one may participate in the Adopt A Waterway program unless they have attended a safety meeting. The Designated Representative shall conduct the safety meeting directly before the start of any clean-up and shall require all volunteers to sign the sign-in sheet.
13. The Adopting Organization's members shall not trespass on private property.
14. Trash and debris collected must be placed in the trash bags provided (unless it is too large), and be placed in a location or dumpster arranged with the Adopt A Waterway Coordinator prior to the event date, unless the Adopting Organization intends to haul the trash off themselves.
15. The Designated Representative must send copies of the completed sign-in sheets and the waterway Clean-up Data form to the Adopt A Waterway Program Coordinator within two (2) weeks after the activity date at [contact@sccity.org](mailto:contact@sccity.org).
16. The City reserves the right to deny any adoption request or cancel the adoption agreement of any Adopting Organization without cause at any time.
17. We acknowledge there are dangers and risks incurred as a result of participating in activities connected or associated with volunteering; and, to the extent allowed by state law, the Adopting Organization shall indemnify City against all claims, demands, causes of action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Agreement to the extent caused by the Adopting Organization or its agents. In the event of any such claims made or suits filed against City, City shall give the Adopting Organization prompt written notice. The Adopting Organization agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, the Adopting Organization agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the Adopting Organization. Said attorney fees shall be reasonable and subject to review by the Adopting Organization. The Adopting Organization shall be responsible for all costs associated with any claim, demand, action, suit, appeal, or judgment, including attorney's fees for which it indemnifies or defends City.
18. The parties may mutually modify the Adopt A Waterway Agreement. Either party may terminate this agreement for any or no reason. Participation in the Adopt A Waterway Program does not give any implied or explicit exclusivity for care of any specific area.
19. This agreement shall remain in effect from the date stated below until two (2) years, at which date it shall expire, unless renewed or extended by mutual agreement.

**STATEMENT OF AGREEMENT**

I have read, fully understand, and agree to abide by these policies and regulations.

**Name of Adopting Organization (Please Print):** \_\_\_\_\_

**Name of Designated Representative:**

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Santa Clara Adopt A Waterway Coordinator:**

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_