CITY OF SANTA BARBARA

FINANCE DEPARTMENT Environmental Services Division

LETTER OF UNDERSTANDING

| Date: |
|--------------------------------------------------------------------------------------------------------|
| SUBJECT: Letter of Understanding: Agreement with (Your organization name here) |
| This letter constitutes an agreement between the City of Santa Barbara and (Your organization name |
| here) |
| Dates(s) of group's participation (event date): |
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Please review the points below carefully. If your group wishes to make a commitment, it will need to do:

- 1. Sign one (1) copy of this letter of Understanding; and,
- 2. Provide proof of Group Liability Insurance naming the City of Santa Barbara as additionally insured for 1 million dollars in general liability, including additional insured endorsement.

Return these two (2) items to *Looking Good Santa Barbara*, Environmental Services Division, 1221 Anacapa Street -2^{nd} Floor, Santa Barbara, California 93101, as evidence that your organization will comply with the terms and conditions of this agreement.

- 1. City staff from the Environmental Services Division will:
 - a. Explain the program and responsibilities to your group;
 - b. Define the target area;
 - c. Provide clean-up instructions for each task.
- 2. By the terms of this agreement, your organization is required to:
 - a. Provide an executed agreement to these terms on behalf of the organization; and an approved Hold Harmless and Indemnification Agreement for each participating volunteer.
 - b. Provide and maintain public liability insurance sufficient to satisfy reasonable requirements of the City Risk Manager.
 - c. Provide adult supervision for youth.
 - d. Instruct participants to wear appropriate clothing for assignment.
 - e. Maintain control of volunteers under directions sufficient to provide for their safety at all times under the conditions of the work.

- 3. INDEMNIFICATION AND HOLD HARMLESS: The organization agrees to investigate, defend, indemnify and hold harmless the City, its authorized agents, officers, representatives and employees from and against any and all claims and demands arising from or relating to the use, conduct or management of or from any work done in or about the clean-up area curing the term thereof, or arising from any act of negligence of the organization or any of their agents, or employees, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation or corporations occurring during any said terms on, in or about the Clean-Up Program.
- 4. NOT EMPLOYEES: It is understood that individuals participation in this program, whether volunteers or supervisors, are not employees of the City of Santa Barbara and will receive no insurance coverage or employment benefits by the City.

By executing this letter, the organization accepts all of the terms and conditions set forth above.

| CITY OF SANTA BARBARA By: | ORGANIZATION By: | | |
|------------------------------------------|---------------------|-------|-----|
| | Name | | |
| Matt Fore Environmental Services Manager | Print Name | | |
| | Title | | |
| | Organization | | |
| | Address | | |
| | City | State | Zip |