

Date August 25, 2008

AUTHORIZING CITY MANAGER TO EXECUTE HOLD HARMLESS AGREEMENT WITH HOST SITES FOR NEIGHBORHOOD SCRUB PROGRAM

WHEREAS, the City of Des Moines Public Works Department operates the Neighborhood SCRUB program at various private sites and at non-City owned property throughout Des Moines; and

WHEREAS, entities which have agreed to allow use of their property as a drop off collection site have requested that the City provide a hold harmless to allow such SCRUB Program to operate on their site; and

WHEREAS, a City of Des Moines SCRUB Program Facility Use Permit and Hold Harmless Agreement, which allows use of private property and non-City owned property for operation of the SCRUB Program and provides that the City will indemnify and hold harmless the site owner for claims arising out of the City's use of the site, has been prepared and is on file in the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the above described City of Des Moines SCRUB Program Facility Use Permit and Hold Harmless Agreement is hereby authorized and the City Manager is authorized and directed to sign said Agreement on behalf of the City and the City Clerk is hereby authorized and directed to attest to his signature.

Moved By _____ To Adopt.

(Council Communication No. 08- 506 attached)

APPROVED AS TO FORM:

Ann DiDonato
Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

MOTION CARRIED APPROVED

Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

**CITY OF DES MOINES
SCRUB PROGRAM
FACILITY USE PERMIT AND
HOLD HARMLESS AGREEMENT**

To the extent permitted by law, the City of Des Moines agrees to indemnify and hold harmless * against any claims, demands, suits, or loss, and for any damages which may be asserted, claimed or recovered against or from * by reason of personal injury and/or property damage which arises out of or is connected with the City's use of (property) at (address) on the morning of , 200_ for the Neighbors SCRUB Program unless such injury or damage results from the negligence or misconduct of * or a third party. The City of Des Moines acknowledges that * will not provide supervision of the activity.

Pursuant to Iowa Code Chapter 670, the City of Des Moines acknowledges its responsibility for certain torts which may result from the actions of its officers, employees, agents or volunteers by reason of or in connection with the use of (property) at (address) on the morning of , 200_ for the Neighbors SCRUB Program.

CITY OF DES MOINES, IOWA

BY: Richard A. Clark
Title: City Manager

Date: _____

Signature: _____

(OWNER)

The undersigned hereby acknowledges receipt of this Facility Use Permit and Hold Harmless Agreement and hereby grants permission for the use of at (address) on the morning of , 200_ for the Neighbors SCRUB Program.

BY: _____ Date: _____

Title: _____

Signature: _____

(* = Name of property owner.)