

## VOLUNTEER SERVICES AGREEMENT

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THIS VOLUNTEER SERVICES AGREEMENT ("Agreement"), is between SALT LAKE CITY CORPORATION, a municipal corporation of the state of Utah ("City"), and \_\_\_\_\_, ("Volunteer") and is dated as of the date the City Recorder attests the applicable City signature, which shall be the recordation date ("Effective Date").

### RECITALS

WHEREAS, Salt Lake City Corporation ("City") owns the Salt Lake City International Airport ("Airport") and through its Department of Airports ("SLCDA") operates the Airport; and,

WHEREAS, SLCDA has a program to enhance the passenger experience at the Airport through the utilization of qualified Volunteers; and,

WHEREAS, Volunteer desires to donate their time to provide general assistance to the traveling public and other airport users ("Volunteer Services") as more fully described in the SLCDA's volunteer handbook ("Volunteer Handbook"); and,

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual promises and considerations, the parties agree to the following:

1. It is mutually and expressly understood that Volunteer Services shall be donated, and that said Volunteer is not entitled to and does not expect any present or future salary, wages, or other compensation or benefits from the City or other sources for providing Voluntary Services at the Airport.

2. Volunteer agrees to follow the supervision and direction of any person to whom Volunteer has been assigned in connection with the performance of the Volunteer Services and related activities at the Airport.

3. Volunteer shall complete to the SLCDA's satisfaction any training required by the SLCDA in order to perform the Voluntary Services.

4. Volunteer certifies and understands that he/she has read the Volunteer Handbook (as may be amended from time to time) which is available at <https://www.slcairport.com/about-the-airport/airport-overview/> and agrees to comply with all requirements outlined in the Volunteer Handbook, including but not limited to Prohibited Behavior as described in the Volunteer Handbook.

5. RULES AND REGULATIONS. Volunteer agrees to comply with all applicable laws of the United States of America and the state of Utah and lawful rules and regulations promulgated by their authority, including without limitation the Federal Aviation Administration, and all applicable lawful rules, regulations, and ordinances of City and Airport now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire codes and security regulations.

6. Volunteer agrees that he/she will not be considered to be an employee of the City while performing the Voluntary Services.

7. Volunteer understands the scope of the Volunteer Services and understands the Volunteer is responsible for injuries to third parties or damages to their property while acting outside the scope of assigned Volunteer Services. Volunteer may be held personally liable for any monetary damages a court may award to the injured party.

8. Volunteer understands and agrees that the Volunteer Services rendered to the City shall apply only in the case of liability arising out of the ordinary negligence that occurs during the scope of the Volunteer Services agreed to herein, and that in no way do any of these provisions apply for the benefit of Volunteer, his/her heirs, executors or administrators in any action arising out of gross negligence, willful misconduct, or any other conduct on the part of said Volunteer, which cause or may give rise to criminal liability.

9. Volunteer agrees that Volunteer will fully cooperate with the City and its agents in any investigation, lawsuit, arbitration, or any other legal or quasi-legal proceedings that arise from the matters covered by this agreement. Volunteer further agrees to notify the City as set forth in the Volunteer Handbook, at the earliest time possible, of any accident or incident that involves property damage or personal injury.

10. Either party may terminate this Agreement for any or no reason at any time by providing the other party written notice. If notice is provided to the City, it shall be delivered to the Airport Operations Manager of Customer Service at the address specified herein.

11. Volunteer acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. Volunteer shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal. Volunteer further agrees that it shall be strictly liable for the payment of any civil or criminal penalties assessed against the Airport or Volunteer relating to security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof for any reason.

12. Written notices shall be provided to the following addresses:

To City:

Airport Operations Manager of Customer Service  
SLCDA  
776 North Terminal Drive  
Terminal Unit One, Suite 250  
Salt Lake City, Utah 84122  
(801) 575-2401

To Volunteer:

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(Phone) \_\_\_\_\_

13. This Agreement and all provisions hereof are subject and subordinate to the terms and conditions of any existing or future agreement entered into between City and the United States of America for the improvement or operation and maintenance of Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvements or development of Airport; this Agreement will be subject to any ordinances, rules or regulations which have been, or may hereafter be adopted pertaining to Airport.

14. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. The Volunteer represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

15. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Volunteer pursuant to this MOA are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Volunteer. Any materials for which Volunteer claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Volunteer explaining Volunteer's claim of exemption from disclosure. City shall make reasonable efforts to notify Volunteer of any requests made for disclosure of documents submitted under a claim of confidentiality. Volunteer may, at Volunteer's sole expense take any appropriate actions to prevent disclosure of

such material. Volunteer specifically waives any claims against City related to disclosure of any materials required by GRAMA.



