

RESOLUTION NO. 2013-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING A RELEASE, WAIVER & INDEMNITY AGREEMENT WITH SONOMA COUNTY ADULT AND YOUTH DEVELOPMENT CENTER (SCAYD) FOR VOLUNTEER SERVICES

WHEREAS, the City has had a long-standing collaborative relationship with SCAYD by providing ongoing opportunities for at-risk youth through the SCAYD volunteer program; and

WHEREAS, the City wishes to continue supporting the SCAYD volunteer program by making its facilities available for these purposes; and

WHEREAS, the City wishes to enter into an agreement with SCAYD for purposes of supporting their volunteer program and providing an opportunity to continue the long-standing collaborative relationship between the two entities while eliminating all associated risk to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve a Release, Waiver & Indemnity Agreement with Sonoma County Adult and Youth Development Center (SCAYD) for Volunteer Services.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED this 14th day of May, 2013.



CITY OF ROHNERT PARK

Pam Stafford

Mayor

ATTEST:

John M. Burger

City Clerk

AHANOTU: AYE BELFORTE: ABSENT MACKENZIE: AYE CALLINAN: ABSENT STAFFORD: AYE
AYES: (3) NOES: (0) ABSENT: (2) ABSTAIN: (0)

**CITY OF ROHNERT PARK
RELEASE, WAIVER & INDEMNITY AGREEMENT
SONOMA COUNTY ADULT AND YOUTH DEVELOPMENT CENTER (SCAYD)**

The Sonoma County Adult and Youth Development Center, a nonprofit organization, ("Organization") intends to organize and sponsor a work program ("Program") involving manual labor such as, but not limited to, garbage and trash pickup and debris and vegetation removal at various locations within the City of Rohnert Park ("City"). The City, a municipal corporation, is willing to make its facilities available to the Organization for Program purposes, subject to the following terms and conditions:

1. The Organization, for itself and its officials, officers, employees, agents, volunteers, contractors, invitees and other participants in the Organization's Program ("Agents"), hereby promises and agrees to accept and comply with the terms and conditions of this Agreement. The Organization further certifies that it has provided a copy of this Agreement to each of its Agents and that they have read and agreed to comply with the Agreement.
2. In carrying out the Program, the Organization hereby agrees that the Organization and its Agents shall be donating their time and services without any compensation and will at no time be considered an employee or independent contractor of the City, and the City will not provide insurance coverage, workers compensation or any other benefit for the Organization's or the Agent's work at the Property
3. The Organization and Agents assume all risks of participating in the Program and accept full responsibility for any injury to persons or damage to property that may result from the Organization's and/or Agents' participation in the Program.
4. Neither the City nor any of its officials, officers, employees, agents, volunteers, contractors or other representatives ("City's Agents") shall be held liable for, and the Organization and Agents expressly release the City and City Agents from, any Claims and/or Liability arising from or in any way related to the Program.
5. The Organization and Agents hereby agrees to indemnify, protect, defend (with legal counsel of City's choice) and hold harmless City and City's Agents from and against any and all Claims and/or Liability, except for those caused by the sole negligence or willful misconduct of City or City's Agents, arising from or in any way related to: (i) the Program; (ii) the acts, or omissions of the Organization and/or Agents; and (iii) the breach of this Agreement or material failure to perform any of the terms and conditions of this Agreement by the Organization and/or Agents/.
6. For the purpose of this Agreement, the following terms shall be defined as follows: (1) "Claim" shall mean any claim, demand, cause of action, motion, suit at law or equity, administrative proceeding, alternative dispute resolution process (including, without limitation, arbitration and mediation), order, judgment, levy, or attachment; (2) "Liability" shall mean any liability, damages (including, without limitation, consequential, indirect, special or punitive damages), injury to person (including, without limitation, death, dismemberment, physical, psychological or emotional trauma or impairment, emotional distress, disability, loss of earning capacity, loss of wages, and similar injuries) or to property (whether to personal or real property and including, without limitation, theft, destruction, loss of use, loss of profit, loss of goodwill, diminution in value, or similar injury), and costs and/or expenses (including, without limitation, attorneys' fees, expert witness fee, court costs, and legal defense related costs).
7. The Organization and Agents hereby agree that City is not liable for any Claims pertaining to, or of, the Organization and/or Agents, and hereby waives their rights under California Civil Code § 1542, which provides as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**
8. All equipment and materials that are used in the Program that are provided by the Organization and/or Agents are the sole responsibility of the Organization and/or Agents, shall be provided at no cost to City or City's Agents, and are used at the sole risk of the Organization and/or Agents. In the event that the City provides equipment and materials, they should be used in accordance with the directions and guidelines provided by City.
9. City and City's Agents have made no representation or warranty to the Organization or Agents regarding: (i) the ability of the Organization or Agents to participate in the Program or (ii) the holding or timing of the Program or the circumstances under which the Program will take place. The Program may be canceled, rescheduled or postponed without notice due to any circumstances determined to warrant such action at City's sole and absolute discretion.

Signature of Organization's
Responsible Person/ Agent

Name (printed)

Name of Organization/Name of Agent

Date Signed