

**ADDENDUM TO AGREEMENT FOR COUNTY TO PERFORM CERTAIN SERVICES
AND FUNCTIONS FOR THE CITY OF OJAI**

PREAMBLE: The County of Ventura (County) and the City of Ojai (City) entered into an Agreement for County to Perform Certain Services and Functions for City on August 12, 1980, as subsequently amended from time to time (collectively Agreement), in exchange for the City's payment of costs and expenses for the provision of such services and functions. The specific rights and obligations of the County and City are set forth in the Agreement.

The Agreement does not specifically address liability for the acts and omission of persons who volunteer their services to the City and County to assist in the provision of public safety services and functions. The City and County wish to utilize the services of volunteers in programs such volunteer policing, such as Ojai Citizen Patrol and Radio Amateur Civil Emergency Service (RACES). The County is willing to accept of assistance of such volunteers in the provision of public safety services and functions under the Agreement, and to manage and/or interact with such volunteers, on condition that City and County accept responsibility for volunteer functions as set forth in this Addendum.

Accordingly, the parties mutually agree to supplement the Agreement as follows:

1. The City may organize, manage and administer, or request the County to organize, manage and administer, volunteer groups to assist the City in the provision of police services by creating efficiencies for the City of Ojai Police Department, improving services to the community, and increasing police responsiveness.
2. Upon mutual agreement, the County, and its officers and employees, will accept, work with, manage, administer and maintain the volunteer groups at the request of the City for the benefit of the City's volunteer programs. The City agrees to obtain approval for any new volunteer entities that will require Sheriff's Department oversight from the Sheriff's Department representative serving as the Ojai Chief of Police prior to implementation of any new volunteer entities. All volunteers will be required to provide evidence that they are covered by their own medical insurance program prior to the volunteers being permitted to perform any services. All volunteers will be informed in writing that they are not County employees and are not covered by the County's workers' compensation program, and that they are not City employees and are not covered by City's workers' compensation program. All volunteers will be required to sign a written waiver and release in the form attached hereto as Exhibit 1.
3. Volunteers participating in City's Ojai Citizen Patrol and RACES, while providing services for the benefit of the City, will be considered volunteers of the City.
4. Volunteers participating in the Ojai Citizen Patrol and RACES, while providing services for the benefit of the County, will be considered volunteers of the County.
5. The County, and its officers, agents, employees, representatives, successors, assigns and governing body, shall not be liable to the City for the negligent or wrongful acts or omissions of volunteers when volunteers are engaged in the performance of volunteer services for the benefit off the City.

6. The City, and its officers, agents, employees, representatives, successors, assigns and governing body, shall not be liable to the County for the negligent or wrongful acts or omissions of volunteers when volunteers are engaged in the performance of volunteer services for the benefit of the County.
7. The City shall indemnify, defend and hold harmless the County, and its officers, agents, employees, representatives, successors, assigns and governing body, against any and all claims, demands, liability, judgments, awards, interest, attorney fees and costs, and expenses of whatsoever kind and nature for bodily and personal injury to or death of any person, and for injury to or loss of property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of volunteers when volunteers are engaged in the performance of volunteer services for the benefit of the City.
8. The County shall indemnify, defend and hold harmless the City, and its officers, agents, employees, representatives, successors, assigns and governing body against any and all claims, demands, liability, judgments, awards, interest, attorney fees and costs, and expenses of whatsoever kind and nature for bodily and personal injury to or death of any person, and for injury to or loss of property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of volunteers when volunteers are engaged in the performance of volunteer services for the benefit of the County.
9. This Addendum is not intended to affect the protections or immunities provided to volunteers registered as Disaster Service Workers in accordance with California Emergency Services Act at Government Code section 8657, subdivision (f), or Civil Code section 1714.5.
10. This Addendum is intended to supplement the Agreement and shall not be construed to supersede or repeal any provision of the Agreement.

City of Ojai


Date: October 17, 2012

BY: 

Betsy Clapp, Mayor

ATTEST:

APPROVED AS TO FORM: 


Rhonda Basore, City Clerk

Joseph Fletcher, City Attorney

Date: December 11, 2012

County of Ventura

BY: 

Chair, Board of Supervisors

ATTEST: MICHAEL POWERS
Clerk of the Board of Supervisors
County of Ventura, State of California

By: 
Deputy Clerk of the Board



VOLUNTEER WAIVER AND RELEASE

For and in consideration of my wish to participate as a volunteer for the Ojai Citizen Patrol and/or Radio Amateur Civil Emergency Services ("RACES"), I understand and acknowledge that: there are risks associated with my participation as a volunteer in a hazardous activity; that it is my responsibility not to exceed the guidelines that my physician or other health care provider has established or may establish for me; that I am physically fit and prepared for my volunteer participation; and that I will not create an unsafe situation for other individuals or myself. I am voluntarily participating in a hazardous activity with knowledge of the danger involved. I agree to abide by the directions of the Ojai Police Department, as well as applicable federal, state and local laws and regulations.

I understand that my participation is on a voluntary basis. I recognize that as a volunteer, I am not an employee of the City of Ojai, or the County of Ventura, and that I will not be covered by the workers' compensation program of the City of Ojai or the County of Ventura should I be injured.

For and in consideration of the opportunity to participate as a volunteer, on behalf of myself, and my heirs, agents, executors and administrators, I waive and release all present and future rights and claims that I now have or may hereafter have against the City of Ojai, the County of Ventura, and their respective officers, agents, employees, representatives, successors, assigns, and governing bodies, for personal injury, property damage, loss of property or wrongful death as a result of my volunteer service for the Ojai Citizen Patrol and/or RACES, except for: (i) loss caused solely by the negligence or wrongful conduct of the County and its agents and employees; and (ii) loss caused solely by the negligence or wrongful conduct of the City and its agents and employees. As to such released claims, I expressly waive all rights I may have under section 1542 of the California Civil Code, 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."

By signing below, I warrant that I have read this waiver and release and understand its contents.

Date: _____

Signature: _____

Print Name: _____