

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

1. PARTIES:

The parties to this agreement are Las Positas College ("LPC") and the San Ramon Valley Fire Protection District ("District").

2. FOUNDATIONAL FACTS:

- A. The District has declared as surplus certain self-contained breathing apparatus ("SCBAs"), used in the performance of fire rescue and emergency services.
- B. The District is willing to donate and transfer title, possession and custody of designated surplus SCBAs in an "AS IS" condition to LPC.
- C. LPC has a need for District Surplus SCBAs in certain educational pursuits as authorized by applicable law and is desirous of obtaining District surplus SCBAs to perform that function.
- D. LPC will accept title, possession and title of District surplus SCBAs in an "AS IS" condition and further agrees to indemnify and hold harmless the District as set forth in this Agreement Section 3.A.

3. AGREEMENT:

- A. In consideration for the receipt of District Surplus SCBAs in an "AS IS" condition LPC agrees to indemnify, defend and hold the District, its elected officials, officers, and employees harmless from all damages, costs, attorneys' fees and other expenses arising from any claim of injury or damage associated with, or claim to be associated with, the use of the District surplus SCBAs which are specifically identified in attached Exhibit "A".
- B. If litigation is required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

- C. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this Agreement shall be in the Superior Court for Contra Costa County.
- D. Notice required or permitted under this Agreement shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing.

To LPC:

Lorenzo Legaspi
Vice Chancellor, Business Services
Chabot-Las Positas College Community College District
7600 Dublin Blvd, 3rd Floor
Dublin, CA 94568

To District:

Paige Meyer
District Chief
1500 Bollinger Canyon Road
San Ramon, CA 94583
pmeyer@srvfire.ca.gov

- E. This document constitutes the entire agreement between the parties.

In Witness of the forgoing agreement, the parties' authorized representatives have signed below.

DATED: _____, 2014

SAN RAMON VALLEY FIRE
PROTECTION DISTRICT

By: _____
Paige Meyer, Fire Chief
San Ramon Valley Fire Protection
District

DATED: _____, 2014

LAS POSITAS COLLEGE

By: _____
Lorenzo Legaspi
Vice Chancellor, Business Services
Chabot-Las Positas Community College
District

APPROVED AS TO FORM

Law Offices of William D. Ross

By _____
William D. Ross, Esq.
District Counsel

By: _____
Attorneys for Las Positas College