

RESOLUTION NO. 90-155

AUTHORIZING EXECUTION OF INDEMNITY AND HOLD HARMLESS AGREEMENT, AND RELEASE, IN FAVOR OF CITY OF SAN MATEO

RESOLVED, that the City Council of the City of El Paso de Robles hereby authorizes its Police Chief to execute in favor of and deliver to City of San Mateo the "Indemnity and Hold Harmless Agreement, and Release, In Favor of City of San Mateo", a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Passed and adopted as a Resolution by the City Council of the City of El Paso de Robles at a regular meeting held on the 18th day of September, 1990, by the following vote:

AYES: Russell, Picanco, Martin and Iversen
NOES: None
ABSENT: Reneau
ABSTAIN: None


Christian E. Iversen, Mayor

Attest:


Jerry Bankston, City Clerk

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INDEMNITY, HOLD HARMLESS AND RELEASE
BY THE CITY OF PASO ROBLES
IN FAVOR OF THE CITY OF SAN MATEO

In consideration of an 82-hour motorcycle training course being conducted by the CITY OF SAN MATEO (hereinafter "San Mateo) and its allowing employees of the Paso Robles Police Department (hereinafter referred to as "Contracting Agency" to take part in said course, Contracting Agency agrees to indemnify, defend, and hold harmless San Mateo, its officers and employees, from and against any and all claims, loss, liability, and damages resulting from injury to or death of persons, including to employees of Contracting Agency, and to indemnify, defend, and hold harmless the College of San Mateo, the San Mateo County Community College District, the State of California, California Fairs Insurance Authority, San Mateo County Fair Association, San Mateo County, the California Jockey Club (d.b.a. Bay Meadows Race Track), their officers, agents, servants, and employees against, and to hold them harmless from any and all claims, loss, liability, and damages arising out of or in any way connected with Contracting Agency's participation in the 82-hour course, however caused, regardless of negligence of San Mateo, whether active or passive, except for injury or damage caused by the sole negligence or willful misconduct of San Mateo, the College of San Mateo, the San Mateo County Community College District, the State of California, California Fairs Insurance Authority, San Mateo County Fair Association, San Mateo County, The Jockey Club (d.b.a. Bay Meadows Race Track), or any of their officers, agents, servants and employees.

This agreement shall remain in full force and effect unless written notice is given to the City of San Mateo Chief of Police, at least 30 days before the effective date of such termination.

Dated:

Contracting Agency

By: _____
Its Police Chief