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5. BRN OBLIGATIONS:

- (a) BRN shall take all steps required to delegate full authority for administration of fire services for the BRN to the CHIEF and BC's during the entire term of this Agreement.
- (b) BRN shall furnish all equipment, supplies, records, reports and facilities necessary for the CHIEF and BC's to perform administration of fire services for BRN.
- (c) BRN shall reimburse SCO \$2,200.00 per month for administration of fire services plus \$715.00 per month for accounts payable, deposits and payroll support. BRN will be invoiced monthly. Monthly invoices will become due upon receipt. CHIEF and BC's Duty Chief Coverage and Emergency Responses will not be billed as part of this agreement unless such coverage or emergency response is reimbursable by existing Ordinances, Resolutions, Cooperative Agreements or State and Federal Disaster Declarations.
- (d) BRN shall provide its Volunteer Firefighters to augment SCO's Paid Call Firefighter Program and provide Workers' Compensation Insurance coverage for its Volunteer Firefighters.
- (e) BRN shall maintain during the term of this Agreement comprehensive liability insurance coverage, at a level equal to or greater than its current limits, which names SCO as an additional insured and indemnifies SCO and its Fire Chief and Battalion Chiefs against and from any and all claims arising from errors, omissions and/or negligent or intentional conduct by BRN which may occur in performing the duties and obligations expressed in this Agreement.

6. SCO OBLIGATIONS:

- (a) SCO agrees to provide its Fire Chief, (hereafter CHIEF), and its Battalion Chiefs, (hereafter BC's), to provide administration of fire services for BRN. The CHIEF shall be deemed to be the Fire Chief and the BC's shall be deemed to be the Assistant Chief for BRN for purposes required by law. The CHIEF and BC's will devote sufficient time, ability and attention to the business of BRN during the term of this Agreement.
- (b) The CHIEF and BC's shall be employees of SCO, shall retain all rights and privileges of employment thereof, and shall be governed by and operate under the rules, regulations, policies, procedures and employment agreements of SCO. The CHIEF will report directly to BRN's Board of

1 Directors while performing administration of fire services for BRN and  
2 will be governed by and operate under the rules, regulations, policies and  
3 procedures of the BRN during that time. BC's will continue to report  
4 directly to the CHIEF.  
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6 (c) SCO shall be responsible for salaries and employee benefits provided to  
7 its Fire Chief and Battalion Chiefs.  
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9 (d) SCO shall provide Workers' Compensation Insurance coverage for its Fire  
10 Chief and Battalion Chiefs, as well as General Liability, Automobile, and  
11 Public Officials and Management Liability Coverage, at limits equal to or  
12 exceeding its current policy and listing BRN as an Additional Insured for  
13 losses arising out of or in any way related to acts or omissions by SCO  
14 connected with the administration of fire services by SCO for BRN.  
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16 7. HOLD HARMLESS:  
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18 (a) BRN shall hold harmless, and shall indemnify SCO, its Fire Chief,  
19 Battalion Chiefs, officers, employees and agents, from any and all costs,  
20 damages, claims, fees (including attorney fees or other court related costs  
21 or expenses) or other losses arising out of or in any way related to  
22 incidents occurring prior to the effective date of this Agreement, or arising  
23 out of or in any way related to acts or omissions of the BRN Board of  
24 Directors or any other BRN employees during the term of this Agreement.  
25 In the event of any such claims or lawsuits, BRN agrees to resist and  
26 defend said claims or lawsuits by counsel reasonably satisfactory to SCO.  
27

28 (b) BRN shall hold harmless, and shall indemnify SCO, its Fire Chief,  
29 Battalion Chiefs, officers, employees and agents, from any and all costs,  
30 damages, claims, fees (including attorney fees or other court related costs  
31 or expenses) or other losses arising out of or in any way related to the acts  
32 or omissions of the CHIEF and/or BC's in the performance of those duties  
33 and functions of the Fire Chief and Assistant Chief of BRN as delegated  
34 by the BRN Board of Directors, wherein those acts or omissions by the  
35 CHIEF and/or BC's arise out of, or are in any way related to, negligent  
36 acts, intentional conduct or omissions by BRN employees or BRN Board  
37 of Directors in the administration of fire services by SCO on behalf of and  
38 for BRN. In the event of any such claims or lawsuits, BRN agrees to  
39 resist and defend said claims or lawsuits by counsel reasonably  
40 satisfactory to SCO.  
41

42 (c) SCO shall hold harmless, and indemnify BRN, its officers, agents and  
43 employees from any and all costs, damages, claims, fees (including  
44 attorney fees or other related costs or expenses) or other losses arising out  
45 of or in any way related to acts or omissions of the SCO Board of  
46 Directors or any SCO employee in the performance of their jobs or duties

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on behalf of SCO or as directed by the SCO Board of Directors, except those jobs and duties performed by SCO on behalf of BRN in accordance with this Agreement as specified and described in 7(b) above. SCO agrees to resist and defend said claims or lawsuits against BRN by counsel reasonably satisfactory to BRN.

8. TERMINATION:

Either party may terminate this Agreement upon providing the party with sixty (60) days written notice of its intent to terminate.

9. SAVINGS CLAUSE:

In the event any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be and remain in full force and effect unless the deletion of the invalid or unenforceable portion frustrates the purpose and intent of this Agreement.

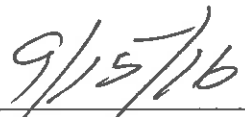
THE PARTIES HERETO have executed this Agreement on the date specified.

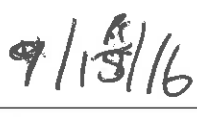
BOARD OF DIRECTORS OF THE  
SCOTTS VALLEY FIRE  
PROTECTION DISTRICT

BOARD OF DIRECTORS OF THE  
BRANCIFORTE FIRE  
PROTECTION DISTRICT

  
Alan L. Smith, Vice-President

  
Benjamin F. Cahill, Chair

  
Date

  
Date

APPROVED AS TO FORM:



Phillip A. Passafuime, Attorney