

MAR 12 1996

AGREEMENT BETWEEN THE
COUNTY SERVICE AREA NO. #1 (CSA #1) - FIRE PROTECTION
AND
SHASTA LAKE FIRE PROTECTION DISTRICT

This Agreement is entered into this 12 day of March, 1996, between the County Service Area #1 Fire Protection (CSA #1) and the Shasta Lake Fire Protection District (District).

RECITALS

WHEREAS, both CSA #1 and District provide fire suppression and protection services in Shasta County; and,

WHEREAS, CSA #1 and District desire to maximize the provision of these services within areas of the County which can be served by both CSA #1 and District.

NOW, THEREFORE, the parties hereto do agree as follows:

1. Duties of CSA #1

Throughout the term of this Agreement, CSA #1 shall:

- A. Maintain CSA #1 resources located, with the capacity to respond to any part of the District, as requested.
- B. Provide 24 hour dispatching services to District for all reports of emergency within the District. Dispatching will be done by the California Department of Forestry and Fire Protection/Shasta County Fire Department (CDF/SCFD) Emergency Command Center (ECC) in Redding .
- C. Through the ECC, monitor location and status of District's fire apparatus.
- D. The County Fire Warden shall supervise performance of this Agreement.

COPY

2. Responsibilities of District

Throughout the term of this Agreement, District shall:

- A. Provide automatic aid response by rated engine to all requests for assistance to the unincorporated area of the County depicted in Exhibit A.
- B. Make accurate and timely reports of changes in resource status and availability of apparatus and staffing to the ECC.
- C. Agree to provide inspection and repair to Scott Self-Contained Breathing Apparatus.

3. Operational Policies

The specific details of the service to be provided under this Agreement and general operational policies, including but not limited to, communications, ECC operations, type of equipment, procedures, personnel, traffic control and written reports shall be outlined in an Operational Letter of Understanding between the County Fire Warden and District Fire Chief, provided such Letter shall be consistent with the provisions of this Agreement.

4. Additional Aid

When additional aid is required by either the District or CSA #1, the District Fire Chief or his subordinate officer or the County Fire Warden or his subordinate officer shall make or authorize a request for such aid through normal dispatch channels.

5. Duties Common to Both CSA #1 and District

- A. CSA #1 or District fire apparatus responding to the legal jurisdiction of the other will perform fire protection operations as needed, under direction of authorized District or CSA #1 Incident Commander.
- B. Except as otherwise provided herein, each party shall retain the responsibility for administrative work (including fire investigations), weed abatement and building inspections in and for their respective jurisdictions.
- C. Officers and employees of the District and CSA #1, respectively, shall not be deemed officers or employees of the other agency for any purpose.

6. Indemnification and Insurance

- A. The District shall hold harmless from and indemnify the County, CSA #1 and their elected officers, agents and employees against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, decrees or liability arising out of this Agreement or the attempted performance hereof by reason of any persons bodily injury, death or property damage caused in whole or part by the District, the District's Agents or by any person employed by the District, whether by negligence or otherwise. District shall not be required to indemnify County or CSA #1 for claims resulting solely from negligence or intentional misconduct of County or CSA #1.
- B. The County or CSA #1 shall hold harmless from and indemnify District, its elected officials, agents and employees against all claims, suits, actions, cost, counsel fees, expenses, damages, judgments, decrees or liability arising out of this Agreement or the attempted performance hereof by reason of any person's bodily injury, death or property damage caused in whole or part by the County or CSA #1 Agents or by any person employed by the County or CSA #1, whether by negligence or otherwise. These provisions are included in accordance with Government Code Section 895.4 and apply to both parties herein. County or CSA #1 shall not be required to indemnify District for claims resulting solely from the negligence or intentional misconduct of District.
- C. District shall provide and maintain in full force and effect during the terms of this Agreement, a comprehensive liability policy which shall include bodily injury and property damage, automobile liability for bodily injury and property damage coverage. The minimum limits for this coverage shall be not less than \$500,000 combined single limit bodily injury and property damage. Such insurance shall include CSA #1, Shasta County and their elected officials, officers and employees, as an additional insured, and shall not be reduced or cancelled without 30 days prior written notice to CSA #1.

COPY

The insurance shall contain a "cross liability endorsement" which shall read:

"The inclusion of more than one insured under this policy shall not affect the rights of any insured as it respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named".

The District shall provide CSA #1 with a Certificate of Insurance or upon written request of CSA #1, a duplicate of the policy as evidence of insurance protection provided. Insurance certificate provided by any insurance company or underwriter containing the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" or similar language will not be accepted.

District agrees that the bodily injury liability insurance provided for shall be in affect at all times during the term of this contract. In the event said insurance coverage expires at any time during the term of this contract, District agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein. If District fails to maintain coverage as required, CSA #1 may, in addition to other remedies it may have, terminate this contract immediately.

- D. The District shall provide and maintain in full force and affect while operating under the terms of this Agreement, a Workers' Compensation Insurance Policy or proof of self-insurance.

7. Term and Termination

This Agreement shall become effective immediately upon execution by both parties and shall remain in force until June 30, 1996. This Agreement shall be automatically renewed each subsequent fiscal year, providing that either party may terminate by giving written notice of termination to the other party at least three (3) months prior to said termination date. CSA #1 or District may terminate this Agreement immediately upon written notice should funding cease or be materially decreased.

8. Notices

Notice to either party shall be as follows:

If to CSA #1: County Fire Warden
1000 Cypress Street
Redding, CA 96001

Copy to : CSA #1
Board of Directors
1815 Yuba Street, Suite #1
Redding, CA 96001

To District : Fire Chief
Shasta Lake Fire Protection District
4126 Ashby Court
Shasta Lake, CA 96019

Copy to : Board of Directors
Shasta Lake Fire Protection District
4126 Ashby Court
Shasta Lake, CA 96019

COPY

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their representatives to be affixed on the date opposite each signature.

DATE : MAR 12 1996 COUNTY SERVICE AREA #1 - FIRE PROTECTION

Molly Wilson
CHAIR - Board of Directors

DATE : Feb. 13, 1996 SHASTA LAKE FIRE PROTECTION DISTRICT

Chuck McAllister
CHAIR - Board of Directors
Chuck McAllister Resolution 96-4

ATTEST:

Clerk of the Board of Directors
County Service Area 1 - Fire Protection

Paul Regal Deputy

APPROVED AS TO FORM:

County Counsel

Paul Regal Deputy

COPY

This instrument is a correct copy
of the original on file in this office.

ATTEST: MAR 15 1996

Clerk of the Board
Supervisors of the County of Shasta, State of California
BY Paul Regal