

PUBLIC SAFETY TRAINING FACILITIES JOINT USE AGREEMENT

This Agreement ("Agreement") is made and entered into as of the Effective Date (as defined herein), between Shasta-Tehama-Trinity Joint Community College District ("Shasta CCD"), Shasta College Foundation, County of Shasta, City of Redding, County of Tehama, Fire Chief's Association of Shasta County, Trinity County Fire Chief's Association, Cal Fire, and Shasta County Training Bureau, all of whom are collectively referred to in this Agreement as "the Parties" and individually referred to in this Agreement as "a Party." County of Shasta, City of Redding, County of Tehama, Fire Chief's Association of Shasta County, Trinity County Fire Chief's Association, the Department of Forestry and Fire Protection (CAL FIRE), and Shasta County Training Bureau are referred to in this Agreement as the "Participating Agencies." This Agreement is made with reference to the following recitals, each of which are incorporated into this Agreement and deemed a material part of this Agreement.

RECITALS

WHEREAS, Shasta CCD is organized and existing as a Community College District under the laws of the State of California.

WHEREAS, Shasta College Foundation ("Foundation") is organized and existing as a nonprofit domestic public benefit corporation under the laws of the State of California; the Foundation is an "auxiliary organization" of Shasta CCD as that term is used and defined in Education Code §72670 et seq.

WHEREAS, County of Shasta, through its Shasta County Fire Department, is organized and existing as a political subdivision of the State of California.

WHEREAS, City of Redding, through its Redding Fire Department, is organized and existing as a municipal corporation under the laws of the State of California.

WHEREAS, County of Tehama, through its Tehama County Fire Department, is organized and existing as a political subdivision of the State of California.

WHEREAS, the Fire Chief's Association of Shasta County is a domestic nonprofit corporation under the laws of the State of California.

WHEREAS, the Trinity County Fire Chief's Association is an unincorporated association whose members are the Fire Chiefs in Trinity County.

WHEREAS, CAL FIRE is an operating agency of the State of California; CAL FIRE provides training and related firefighter education services through its regional offices, including CAL FIRE Northern Region Training.

WHEREAS, the Shasta County Training Bureau is organized and existing as an unincorporated association whose members provide training and related firefighter education services to the Fire Departments in Shasta County.

WHEREAS, Shasta CCD is the fee owner of certain real property commonly described as 11555 Old Oregon Trail, Redding, California 96049 upon which Shasta CCD's Main Campus is situated ("Shasta College").

WHEREAS, the Shasta College campus has been improved by development and construction of various improvements and facilities, including improvements and facilities dedicated for public safety services training, which is commonly referred to as the Regional Public Safety Training Center ("Public Safety Center").

WHEREAS, public safety training conducted at the Public Safety Center includes, without limitation, the Shasta College Fire Technology Program that offers an in-service program and provides a pre-employment two-year program for community college students aspiring to enter the field of firefighting.

WHEREAS, in the November 2016 election, electorate within the Shasta CCD jurisdictional boundaries approved a Shasta CCD general obligation bond commonly known as Measure H; proceeds from issuance of Measure H general obligation bonds are intended in part for the development and construction of additional improvements and facilities at the Public Safety Center.

WHEREAS, the Public Safety Center is suitable for conducting the Shasta College Fire Technology Program and other firefighter training courses.

WHEREAS, by this Agreement, the Parties desire to establish the terms and conditions for their joint use of the Public Safety Center for firefighter training purposes and allocation of responsibilities among the Parties relating to the operation, maintenance and administration of the Public Safety Center.

WHEREAS, Shasta CCD is authorized by law, pursuant to Education Code §81420, to enter into joint use and joint occupancy agreements for joint use and occupancy of Shasta CCD property and facilities.

WHEREAS, Shasta CCD and the Participating Agencies understand that by jointly using the Public Safety Center, there is a mutually beneficial collaborative relationship, generating increased opportunities for instruction, training, certification, and employment of firefighters serving the counties of Shasta, Tehama, and Trinity.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, and each of them, the Parties agree as follows:

ARTICLE 1. PUBLIC SAFETY CENTER

1.1. Public Safety Center. The existing Public Safety Center, as well as the planned location of the improvements and new facilities that will collectively form the Public Safety Center, is more particularly identified in the circled portions of the Shasta CCD Campus Map attached hereto as Exhibit 1. For purposes of this Agreement, the Public Safety Center includes Interactive Television (ITV) classroom instruction, which will take place on Shasta CCD's Trinity Campus, located at 30 Arbuckle Court, Weaverville, CA 96093, and/or Shasta CCD's Tehama Campus, located at 770 Diamond Avenue, Red Bluff, CA 96080, which are collectively referenced as the "Classroom Centers." The Classroom Centers are identified in the Trinity Campus and Tehama Campus Maps attached hereto as Exhibit 2.

1.2. "As Is" Condition of Public Safety Center.

1.2.1. General. The Participating Agencies agree that their use of the Public Safety Center is in the "as is" condition of the Public Safety Center Site (and all existing facilities and improvements situated thereon) with all faults and defects whether known, unknown, latent or patent as may exist as of the Effective Date of this Agreement. The Participating Agencies acknowledge that Shasta CCD has afforded the Participating Agencies and their employees, agents and representatives the opportunity to examine the Public Safety Center and that based on such examination the Participating Agencies accept the Public Safety Center and their use thereof in its existing condition.

- 1.2.2. Existing Props. The Participating Agencies acknowledge that Shasta CCD has informed all Participating Agencies that props used for firefighter training purposes and situated at the Public Safety Center as of the date of this Agreement ("Existing Props") have been installed and constructed without prior approval or oversight by a building department or the Division of the State Architect ("DSA"). The foregoing notwithstanding, Shasta CCD has utilized the Existing Props for public safety training purposes without any recorded or known incidents of personal injury or other bodily harm resulting from the absence of DSA approval or oversight of the Existing Props installation. In light of the foregoing, Shasta CCD discourages Participating Agencies' use of the Existing Props, but use of the Existing Props by the Participating Agencies is not prohibited. If a Participating Agency elects to use the Existing Props for Firefighter Training purposes, by entering into this Agreement, the Participating Agency electing to use the Existing Props agrees to the following: (i) Shasta CCD has made full disclosure that the Existing Props were installed without building department or DSA approval or oversight; (ii) the Participating Agency assumes all risks of harm, danger, injury or other losses, damages or liabilities arising out of the Participating Agency's use of the Existing Props and arising out of an individual's use of the Existing Props under the Participating Agency's supervision and instruction; (iii) the Participating Agency using the Existing Props will specifically inform all individuals participating in any Firefighter Training using Existing Props that the Existing Props were constructed without DSA or building department oversight and require all such individuals to release Shasta CCD from liability arising in a manner out of construction of the Existing Props without DSA or building department oversight; and (iv) the Participating Agency electing to use the Existing Props shall defend, indemnify, and hold harmless Shasta CCD from any claims, demands, liabilities, actions or causes of action which arise out of the Participating Agency's election to use the Existing Props; the foregoing obligations of defense, indemnity, and hold harmless shall be assumed and discharged only by the Participating Agency electing to use the Existing Props.
- 1.3. Shasta CCD Representations. Shasta CCD has not made, and the Participating Agencies in executing and delivering this Agreement are not relying upon, any warranties, representations, promises or statements of Shasta CCD relating to the Public Safety Center, except as expressly set forth in this Agreement. Shasta CCD's representations relating to the Public Safety Center are limited to the following: (i) Shasta CCD holds fee title to the real property on which the Public Safety Center is situated free and clear of claims, liens or encumbrances; and (ii) subject to approval and/or ratification of this Agreement by Shasta CCD's Board of Trustees, Shasta CCD has the full right, power and authority to enter into this Agreement. Except as expressly set forth above, there are no other warranties or representations of Shasta CCD to the Participating Agencies relating to the Public Safety Center or the Participating Agencies' use or occupancy thereof.
- 1.4. Participating Agencies Representations. With the exception of CAL FIRE, each Participating Agency warrants and represents to other Participating Agencies and Shasta CCD that: (i) subject to the approval or ratification by the respective governing boards of each Participating Agency, funds will be annually appropriated or otherwise secured by each Participating Agency sufficient to fully and timely discharge its obligations under this Agreement; and (ii) subject to the approval or ratification of this Agreement by the respective governing boards of each Participating Agency, each Participating Agency has the full right, power and authority to enter into this Agreement. CAL FIRE warrants and

represents to other Participating Agencies and Shasta CCD that it shall seek annual appropriations to fully and timely discharge its obligations under this Agreement and, subject to the approval of the California Department of General Services (DGS), that it has the authority to enter into this Agreement.

- 1.5. Shasta CCD Fee Ownership. At all times during the Term of this Agreement, fee title to the Public Safety Center along with all improvements and facilities now existing or which may be developed and constructed on the Public Safety Center during the Term of this Agreement shall remain vested solely in Shasta CCD.
- 1.6. Use and Occupancy of Public Safety Center. Shasta CCD and the Participating Agencies shall use and occupy the Public Safety Center, Classroom Centers, and improvements/facilities developed thereon solely and exclusively for firefighter training purposes. At all times during the Initial Term and all Renewal Terms, the Participating Agencies shall comply with the following requirements and limitations on the use and occupancy of the Public Safety Center and Classroom Centers.
 - 1.6.1. Alcohol. The sale, use or consumption of alcoholic beverages or alcoholic products is prohibited.
 - 1.6.2. Violation of Laws or Shasta CCD Policies. Use or occupancy inconsistent with or in violation of any applicable laws, statutes, ordinances, rules, regulations or Shasta CCD Board Policies is prohibited. The foregoing notwithstanding, the Shasta CCD Board Policy prohibiting firearms on Shasta CCD property shall not apply to personnel of a Participating Agency who are Law Enforcement, Arson Investigators, or Tactical EMS when such personnel are at the Public Safety Center and/or Classroom Centers and engaged in public safety training activities at the Public Safety Center and/or Classroom Centers. The Shasta CCD Board Policy prohibiting firearms shall apply to such personnel when such personnel are on any Shasta CCD property other than the Public Safety Center and/or Classroom Centers.
 - 1.6.3. Concessions; Sales of Products/Services. The Participating Agencies shall not permit, license or allow any sale of goods or services at the Public Safety Center and/or Classroom Centers.
 - 1.6.4. Executive Management Committee. The Executive Management Committee may promulgate rules, regulations and procedures ("Public Safety Center Rules") for use and occupancy of the Public Safety Center and Classroom Centers. The Parties' use and occupancy shall be in accordance with Public Safety Center Rules in effect at the time of use and occupancy of the Public Safety Center and Classroom Centers.
- 1.7. Term.
 - 1.7.1. Initial Term. The Initial Term of this Agreement shall be five (5) years, commencing as of the Effective Date of this Agreement, subject to earlier termination hereof pursuant to the terms of this Agreement. The Effective Date of this Agreement shall be the date when all Participating Agencies' governing boards have approved or ratified this Agreement, and, with respect to CAL FIRE, when DGS has approved this Agreement. Within three (3) days of a Participating Agency's governing board action approving or ratifying this Agreement, or, with respect to CAL FIRE, DGS approval of the Agreement, such Participating Agency shall notify all other Parties of such action. When all Participating Agencies have received

approval or ratification of this Agreement, Shasta CCD or the Foundation will notify all Parties of such action and the Effective Date.

- 1.7.2. Extended Terms. Shasta CCD grants to the Participating Agencies six (6) options to extend the Initial Term ("Extension Options"), each for an additional five (5) years ("Extended Terms") upon the following conditions: (i) the Extension Options are personal to the Parties and may not be transferred, assigned or exercised by an assignee of a Party; (ii) the Extension Options shall be exercised by each Participating Agency's written notice to Shasta CCD ("Extension Notice") delivered to Shasta CCD not more than one (1) year and not less than six (6) months prior to expiration of the Initial Term or an Extended Term, as applicable; (iii) the Participating Agency is not in default of a material obligation of the Party under this Agreement as of the date of an Extension Notice; and (iv) all terms, conditions and covenants of this Agreement (including modifications or amendment hereto effective prior to the commencement of an Extended Term) shall be applicable during an Extended Term.

ARTICLE 2. JOINT USE AND OCCUPANCY OF PUBLIC SAFETY CENTER

- 2.1. Joint Use of Public Safety Center. The Parties agree that subject to the terms of this Agreement, the Public Safety Center and Classroom Centers will be jointly used and occupied by Shasta CCD and the Participating Agencies for firefighter training purposes.
- 2.2. Executive Management Committee. The Parties agree to create an Executive Management Committee consisting of a representative of each of the Parties, who is authorized to act on behalf of and bind the Parties, subject to the approval or ratification by the Party's governing body, if applicable, for the purpose of addressing matters relating to the Parties' use of the Public Safety Center and/or implementing this Agreement. Members of the Executive Management Committee shall not receive any compensation for service on the Executive Management Committee but are entitled to reimbursement for any actual and necessary expenses incurred in the performance of their duties as a member of the Executive Management Committee. In no event shall the maximum cumulative reimbursement exceed One Thousand Dollars (\$1,000) in any fiscal year.
- 2.2.1. Executive Management Committee Organization and Authority. The Chairperson of the Executive Management Committee shall be a Shasta CCD employee or officer. By majority vote, the Executive Management Committee may establish subcommittees of the Executive Management Committee and delegate responsibilities and authority to such subcommittees. The Executive Management Committee has the discretion to appoint a person and/or entity as a community member and delegate responsibilities and authority to such community member(s).
- 2.2.2. Quorum and Votes Needed For Action. A majority of the Executive Management Committee members constitutes a quorum of the Executive Management Committee; a quorum is necessary for the Executive Management Committee to take action. Executive Management Committee decisions shall be made by a majority vote of the quorum present at an Executive Management Committee meeting noticed and called in accordance with this Agreement. The Executive Management Committee members may attend the Executive Management Committee meetings by telephone or videoconference and such attendance shall be deemed as being present at the meeting. If there is a tie vote, the deciding vote

shall be by the Shasta CCD Superintendent/President. Shasta CCD's Board of Trustees shall have the reasonable, good faith discretion to override the majority vote of the Executive Management Committee.

- 2.2.3. Executive Management Committee Meetings. Meetings of the Executive Management Committee to conduct business relating to the Participating Agencies' use and occupancy of the Public Safety Center must be noticed in writing to all Parties at least seventy-two (72) hours in advance of the meeting date/time. The Executive Management Committee Chairperson is responsible for issuing such written notice. Unless otherwise specified in a written meeting notice, Executive Management Committee meetings will be conducted at a facility located on the Shasta CCD campus.
- 2.2.4. Executive Management Committee Purposes. The Executive Management Committee is generally responsible for: (i) taking actions and delegating authority relating to scheduling and use of the Public Safety Center and/or Classroom Centers by the Participating Agencies and others; (ii) establishing procedures for routine, scheduled maintenance and upkeep of the Public Safety Center facilities, improvements and furniture, furnishings and equipment ("FFE") situated at the Public Safety Center and/or Classroom Centers; (iii) planning and implementing additional facilities/improvements or modifications to existing facilities/improvements; (iv) adding new Participating Agencies or removing Participating Agencies by majority vote; and (v) other matters relating to the administration of or implementation of this Agreement and the Parties' use/occupancy of the Public Safety Center and/or Classroom Centers.
- 2.2.5. Public Safety Center Use Priorities. The order of priority for scheduling use of the Public Safety Center shall be: (i) Shasta CCD firefighter training courses eligible for Full Time Equivalent Student (FTES) enrollment funds; (ii) Participating Agencies' training courses for their respective firefighter personnel to maintain firefighter certifications; (iii) revenue generating firefighter training courses offered by any of the Parties that are open to public enrollment; and (iv) other voluntary/non-credit firefighting training courses.
- 2.2.6. Public Safety Center Use Schedule. The Executive Management Committee is the sole authority for scheduling use of the Public Safety Center for firefighter training purposes by Shasta CCD and the Participating Agencies. Prior to each anniversary date of this Agreement, the Executive Management Committee shall develop a schedule for use of the Public Safety Center by Shasta CCD and Participating Agencies during the ensuing year ("Annual Schedule"). The Executive Management Committee shall develop and implement mechanisms for adjustments to the Annual Schedule. If there are conflicts in the Annual Schedule that are not resolved by the Executive Management Committee, the Executive Management Committee Chairperson is authorized to resolve such schedule conflicts based on the prioritized uses of the Public Safety Center established in this Agreement. The Executive Management Committee Chairperson's decisions on the Annual Schedule shall be final.
- 2.3. Development of Additional Public Safety Facilities with Measure H Funds. The intent of the proceeds from the issuance of Measure H general obligation bonds, in whole or in part, is for the development and construction of additional improvements and facilities at the Public Safety Center. The Parties have a right to participate in the programming and planning of the additional improvements and facilities contemplated by Shasta CCD for the

Public Safety Center. Notwithstanding the participation in the programming and planning by the Parties, Shasta CCD will have final authority to make decisions regarding the additional improvements and facilities made on the Public Safety Center. If the Executive Management Committee determines that financial contribution will be made by the Parties to finance the development, design and construction of the additional improvements and facilities, the Parties will make the financial contribution as determined by the Executive Management Committee; the financial contribution shall be limited to the Firefighter Training Course Revenue and/or Annual Contribution as described below. The additional Public Safety Center improvements and facilities developed, designed, and constructed using Measure H Funds will be subject to the jurisdiction of the Division of the State Architect ("DSA"), and all of the additional improvements and facilities shall be subject to DSA approval and oversight.

As required by the nature or scope of additional Public Safety Center improvements and facilities, Shasta CCD shall retain California licensed architects or engineers to complete Design Documents for additional Public Safety Center improvements and facilities. The Design Documents for additional Public Safety Center improvements and facilities shall be subject to review, approval or permitting by all regulatory agencies with jurisdiction over any portion of the additional Public Safety Center improvements and facilities. Construction or installation of additional Public Safety Center improvements and facilities shall be in accordance with the Design Documents reviewed, approved or permitted by the regulatory agencies. Upon the completion or installation of additional Public Safety Center improvements and facilities and as required by regulatory agencies with jurisdiction over the additional Public Safety Center improvements and facilities, Shasta CCD shall obtain all permits, approvals, certifications or other similar authorization to use the additional Public Safety Center improvements and facilities.

2.4. Firefighter Training Courses.

2.4.1. Firefighter Training Course Revenue. The Party ("Course Provider") providing or sponsoring a firefighter training course or class conducted on the Public Safety Center and/or Classroom Centers ("Firefighter Training Course") will submit the proposed Firefighter Training Course costs to the Executive Management Committee for review and acceptance. The Foundation will be responsible for maintaining the accounting for the revenue generated by the Firefighter Training Courses. The Course Provider will be responsible for maintaining the Firefighter Training Course records, which includes: (i) the number of attendees and names of individuals that registered for and attended the Firefighter Training Course; (ii) the anticipated revenue based on the number of registered attendees ("Anticipated Revenue"); and (iii) the actual revenue collected from the Firefighter Training Course attendees ("Actual Revenue"). The Executive Management Committee has the discretion to require additional recordkeeping requirements. The Course Provider will be responsible for ensuring that each Firefighter Training Course attendee has paid the required Firefighter Training Course cost prior to participating in the Firefighter Training Course. If the Actual Revenue collected is less than the Anticipated Revenue, the Course Provider will reimburse and pay the difference to the Foundation.

2.4.2. Joint Firefighter Training Course Revenue. If more than one Party provides a joint Firefighter Training Course ("Joint Course Providers"), the Executive Management Committee will delegate a designated Course Provider that will be responsible for the recordkeeping of the Firefighter Training Course, as described in Paragraph

2.4.1 above. If the Actual Revenue collected is less than the Anticipated Revenue, the amount of the difference between the Actual Revenue and Anticipated Revenue will be divided equally amongst the Joint Course Providers and reimbursed by the Joint Course Providers.

2.4.3. Transferring Revenue to the Foundation. The Course Provider responsible for the recordkeeping for the Firefighter Training Course shall, within thirty (30) days, transfer to the Foundation the following: (i) the revenue generated by the Firefighter Training Course or Joint Firefighter Training Course; and (ii) the reimbursement of any difference between the Anticipated Revenue and Actual Revenue.

2.4.4. Firefighter Training Course Completion Certificates. The Course Provider will be responsible for providing all attendees who successfully completed the Firefighter Training Course with Certificates of Completion, as required by the state and federal mandated firefighter training requirements.

2.5. Annual Contribution. The Parties acknowledge and agree that: (i) costs, fees and expenses, including but not limited to the operational services and capital improvements to the Public Safety Center and Classroom Centers, will necessarily be incurred to implement the intent and purpose of this Agreement; and (ii) such costs, fees and expenses shall be equally borne by Shasta CCD and the Participating Agencies, but shall be limited to the Annual Contribution and Firefighter Training Course Revenue, excluding any and all FTES enrollment funds. In order to fund and pay for costs, fees and expenses to implement this Agreement, each Participating Agency shall make an annual contribution in the amount of One Thousand Dollars (\$1,000) ("Annual Contribution"). The first Annual Contribution shall be made by all Participating Agencies to Shasta CCD within thirty (30) days of the Effective Date of this Agreement. The Annual Contribution shall be made payable to: The Shasta College Foundation. Each subsequent Annual Contribution shall be made within thirty (30) days of each anniversary date of this Agreement. The foregoing are material obligations of the Participating Agencies; failure to timely and fully make an Annual Contribution is an event of default. The Executive Management Committee reserves the right to adjust the Annual Contribution amount by majority vote and subject to approval by the Participating Agencies' governing bodies, or, with respect to CAL FIRE, approval by the Northern Region Chief.

2.5.1. Participating Agency Conditional Obligations. The Participating Agency's obligation to make payments of the Annual Contribution and any additional amount payable by the Participating Agency under this Agreement constitutes a then current obligation of the Participating Agency payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Nothing contained herein constitutes a pledge of the general tax revenues or general funds of the Participating Agency or an obligation for which the Participating Agency is obligated to levy or pledge any form of taxation or for which the Participating Agency has levied or pledged any form of taxation.

2.5.2. Participating Agency Covenant to Budget and Appropriate for Annual Contribution. Each Participating Agency covenants to take such action as may be necessary to include all Annual Contribution due under this Agreement in each of its budgets during the Initial Term or Renewal Terms of this Agreement and to make the necessary annual appropriations for all Annual Contribution payments. With the exception of CAL FIRE, the Participating Agency will furnish to Shasta CCD, if

requested by Shasta CCD, copies of each proposed budget of the Participating Agency within three (3) days after it is placed on an agenda for consideration and adoption by the Participating Agency's Governing Board. During the Initial Term and Renewal Terms of this Agreement, the Participating Agency shall deliver to Shasta CCD a copy of the portion of the final budget adopted by the Participating Agency's Governing Board reflecting budget appropriation for payment of the Annual Contribution due hereunder within three (3) days of such action by the Participating Agency's Governing Board.

- 2.6. Operational Services. The Parties acknowledge and agree that the costs, fees and expenses for operational services shall be paid from the Annual Contribution and revenue generated from Firefighter Training Courses, excluding any and all Full Time Equivalent Student (FTES) enrollment funds. The Parties acknowledge and agree that Shasta CCD will cover all operational services, including costs, fees and expenses, for the first two (2) years of the Initial Term of this Agreement. Except for the Janitorial/Custodial/Landscaping Services described in Paragraph 2.6.4, after the first two (2) years of the Initial Term of this Agreement, the Parties acknowledge and agree that the costs, fees and expenses will be paid for by the Annual Contribution, as described in Paragraph 2.5, and the Firefighter Training Courses Revenue, as described in Paragraph 2.4. All excess costs, fees or expenses will be borne by Shasta CCD. All of the Annual Contributions and all of the Firefighter Training Courses Revenue shall be expended before excess costs, fees or expenses may be claimed from Shasta CCD.
- 2.6.1. Utilities. Utility services to the Public Safety Center include water, sewer, electricity, and natural gas services. To the extent reasonably practicable, all utility services to the Public Safety Center shall be separately metered from utility services serving Shasta CCD.
- 2.6.2. Voice/Data Services. Shasta CCD shall pay for all installation costs and other costs related to bringing voice/data services (telephone and other telecommunications services) to the Public Safety Center classroom facilities. Shasta CCD shall purchase, own, repair, and maintain any and all voice/data equipment installed at the Public Safety Center and Classroom Centers.
- 2.6.3. Maintenance. During the Initial Term of this Agreement and during any Extended Term thereof, Shasta CCD shall be responsible for the performance of routine and scheduled maintenance of the Public Safety Center facilities, improvements and FFE. During the Initial Term of this Agreement and any Extended Term, Shasta CCD shall keep the Public Safety Center and Classroom Centers code compliant, in safe and good working order, and shall not allow any dilapidation, disrepair or significant deterioration of appearance to continue unrepaired. Maintenance shall further include, but shall not be limited to, renovations, repairs, or replacement of any improvements or any mechanical or operating systems located at the Public Safety Center or Classroom Centers. Maintenance costs shall be paid jointly by Shasta CCD and the Participating Agencies, as discussed in Paragraph 2.6 above.
- 2.6.4. Janitorial/Custodial/Landscaping Services. Shasta CCD shall provide and pay for all janitorial, custodial, and landscaping services for the Public Safety Center.
- 2.6.5. FFE, Supplies and Materials. Except for FFE situated at the Public Safety Center and/or Classroom Centers as of the Effective Date of this Agreement, each Participating Agency shall provide, at its own cost and expense, all necessary and appropriate FFE, supplies and materials for their respective use of the Public

Safety Center and Classroom Centers. FFE existing at the Public Safety Center and Classroom Centers, as of the date of this Agreement, is owned by Shasta CCD; notwithstanding use of such FFE by other Participating Agencies, ownership of such FFE remains vested solely in Shasta CCD. Title to FFE owned by Participating Agencies and relocated to the Public Safety Center and/or Classroom Centers for use under this Agreement shall remain vested solely in the Participating Agency relocating such FFE to the Public Safety Center and/or Classroom Centers. Unless otherwise expressly provided, FFE owned by the Parties and relocated to the Public Safety Center and/or Classroom Centers for use under this Agreement may be used by the Parties hereto without compensation or reimbursement to the Party which owns the FFE. FFE brought in or taken out of the Public Safety Center and/or Classroom Centers must be inventoried as determined by the Executive Management Committee. Each Party agrees to label its own FFE. All FFE must be fit for the intended purpose and in good working order. If any FFE is damaged or destroyed, the Party causing the damage or destruction is solely responsible for the costs to rebuild, replace, restore and/or repair the damaged or destroyed FFE to the condition existing immediately prior to the event of damage or destruction. Each Party contributing FFE to the Public Safety Center and/or Classroom Centers shall obtain and maintain policies of insurance covering the risk of loss, damage, and destruction of FFE. The risk of loss of the FFE due to theft, mischief, or vandalism shall be solely that of the Party contributing the FFE. Unless directed otherwise by the Executive Management Committee, the Party contributing the FFE bears the responsibility of replacing any loss of FFE due to theft, mischief, or vandalism.

- 2.7. The Foundation Fiscal Agent. The Parties designate the Foundation as the Fiscal Agent for the Parties relating to this Agreement. In its capacity as the Fiscal Agent, the Foundation shall: (i) establish and maintain books and records sufficient to establish separate accounting records of costs, fees and expenses and revenue generated from use of the Public Safety Center; and (ii) receive and account for contributions and donations of property, funds, services, and other financial resources from any source, including the Parties to this Agreement where such property, funds, services, and other financial resources are intended for and dedicated to the use and operation of the Public Safety Center. The Foundation shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges or expenditures and disbursements related to the joint use and charged to the Parties for a minimum period of three (3) years, or for any longer period required by the Laws, from the date of accrual of such charges or expenditures. Any records or documents required to be maintained by the Foundation pursuant to this Agreement shall be promptly made available by the Foundation for inspection or audit at no cost to a Participating Agency, upon written request by the Participating Agency.

2.8. Damage or Destruction to Public Safety Center.

- 2.8.1. Obligation to Rebuild. If facilities/improvements at the Public Safety Center, Classroom Centers or any portion thereof are damaged or destroyed through no fault or neglect of Shasta CCD or a Participating Agency, Shasta CCD shall rebuild, replace, restore and/or repair ("Damage Restoration") the damaged or destroyed Public Safety Center facilities to the condition existing immediately prior to the event of damage or destruction. Shasta CCD shall complete Damage

Restoration regardless of the extent of available insurance proceeds. If the insurance proceeds do not cover the entire Damage Restoration costs, the Damage Restoration costs shall be paid from, but limited to, the Annual Contributions and revenue generated from Firefighter Training Courses, excluding any and all FTES enrollment funds. This Agreement shall not be subject to termination on account of damage or destruction to any portion of the Public Safety Center facilities or Classroom Centers occurring without fault or neglect of Shasta CCD or the Participating Agencies, but this Agreement shall be equitably modified to reflect Shasta CCD's or the Participating Agencies' impaired use or occupancy of the portion of the damaged or destroyed Public Safety Center subject to the joint use rights of Shasta CCD and the Participating Agencies hereunder. Notwithstanding, and for purposes of clarity, any Party may withdraw from this Agreement upon thirty (30) days advance written notice, as articulated in Article 4.2.

- 2.8.2. Shasta CCD Obligation to Rebuild. If the Public Safety Center, Classroom Centers or any portion thereof are damaged or destroyed by the negligent or intentional conduct of Shasta CCD or a Participating Agency, Shasta CCD or the responsible Participating Agency shall complete Damage Restoration to restore the damaged or destroyed Public Safety Center or Classroom Centers to the condition existing immediately prior to the event of damage or destruction regardless of the extent of available insurance proceeds. This Agreement shall not be subject to termination on account of damage or destruction to any portion of the Public Safety Center or Classroom Centers occurring without fault or neglect of the Shasta CCD, but this Agreement shall be equitably modified to reflect the Participating Agency's impaired use or occupancy of the portion of the damaged or destroyed Public Safety Center or Classroom Centers damaged or destroyed by the negligent or intentional conduct of the Shasta CCD.

2.9. Hazardous Materials.

- 2.9.1. Hazardous Materials Defined. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all: (i) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below); (ii) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (iii) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

- 2.9.2. Environmental Laws Defined. The term "Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing

liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state lien or environmental clean-up statutes.

- 2.9.3. Prohibition on Hazardous Materials. The Participating Agencies and Shasta CCD agree that neither of them will cause or permit the use, storage, generation or otherwise place Hazardous Materials on the Public Safety Center, except as permitted by the Laws. The Participating Agencies and Shasta CCD shall defend, indemnify and hold harmless the other from any loss, claim, or expense resulting from the negligent or intentional violation of the foregoing.

2.10. Condemnation.

- 2.10.1. No Voluntary Conveyance. During the Term of this Agreement, neither the Shasta CCD nor any Participating Agency will voluntarily convey any interest in the Public Safety Center Site to any agency, authority or public utility under threat of a taking in lieu of formal proceedings in eminent domain, without the prior written consent of the other Parties, including the allocation of condemnation proceeds. For purposes of this Paragraph, all amounts paid pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of any condemnation or other eminent domain proceeding affecting the Public Safety Center Site shall be deemed to constitute an award made in such proceeding and subject to the provisions of this Paragraph.
- 2.10.2. Total Taking. If there is a total taking of the Public Safety Center Site, this Agreement shall terminate on the date of the taking and the Participating Agencies shall not be entitled to any refund of any money previously paid by the Participating Agencies to Shasta CCD pursuant to this Agreement.
- 2.10.3. Substantial Taking. If there is a substantial taking of the Public Safety Center Site rendering the remainder of the Public Safety Center Site unusable by Participating Agencies for the purposes contemplated by this Agreement, the Participating Agencies shall have the right to terminate this Agreement, provided that the Participating Agencies electing to terminate this Agreement notify Shasta CCD in writing within thirty (30) days of such partial taking of the Participating Agency's intention to terminate the Agreement.
- 2.10.4. Partial Taking. If there is a partial and insubstantial taking of the Public Safety Center Site, this Agreement shall remain in full force and effect with respect to portions of the Public Safety Center Site not taken. Shasta CCD and the Participating Agencies shall in good faith negotiate and execute a written Amendment to this Agreement, which provides for an appropriate modification of its terms based on the partial taking.
- 2.10.5. Condemnation Proceeds. Any proceeds of the condemnation award, whether total, substantial or partial, shall be the exclusive property of Shasta CCD.
- 2.10.6. Temporary Taking. If all or any portion of the Public Safety Center is taken by any competent authority other than a Participating Agency or Shasta CCD for temporary use or occupancy, this Agreement shall continue in full force and effect, provided that Shasta CCD and the Participating Agencies will negotiate in good

faith to execute a written Amendment to this Agreement, which provides for an appropriate modification of its terms taking into account such temporary taking.

ARTICLE 3. INSURANCE AND INDEMNITY

- 3.1. Insurance. Each Party shall obtain and maintain throughout the term of this Agreement the following policies of insurance or participation in programs of self-insurance. Policies of insurance required by the following may be obtained by a Participating Agency through: (i) a commercial insurer; or (ii) a joint powers authority authorized to issue policies of insurance. The following Participating Agencies may satisfy the following insurance requirements by self-insurance: (i) Shasta County (Shasta County Fire Department); (ii) City of Redding (Redding Fire Department); (iii) Fire Chief's Association of Shasta County; (iv) CAL FIRE; and (v) Shasta County Training Bureau.
- 3.1.1. Property Casualty. Coverage for Property Casualty losses with minimum limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering the risks of loss, damage or destruction of the Public Safety Center, Classroom Centers and any other improvements located on the Public Safety Center Site due to property casualties. Shasta CCD shall have the right to review the policies of Property Casualty Insurance obtained by a Participating Agency hereunder. If property covered by property casualty insurance or a program of self-insurance is damaged or destroyed, all proceeds shall be used to repair, replace or restore the damaged/destroyed property to the condition existing immediately prior to the event of damage/destruction.
- 3.1.2. General Liability. General Liability coverage with minimum limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate in connection with its respective use and occupancy of the Public Safety Center, Classroom Centers and any other improvements located on the Public Safety Center Site, which covers claims arising out of the Participating Agency's use and occupancy of the Public Safety Center, Classroom Centers and any other improvements located on the Public Safety Center Site, including coverage for claims or damages due to bodily injury, death and damage/destruction to tangible property. The Participating Agency's policies of General Liability insurance shall name Shasta CCD as an Additional Insured. Upon request of Shasta CCD, the Participating Agencies shall provide reasonably satisfactory evidence of the liability insurance required hereunder.
- 3.1.3. Automobile Liability. Automobile Liability coverage with a combined limit of at least One Million Dollars (\$1,000,000) per accident against bodily injury and property damage liabilities.
- 3.1.4. Workers' Compensation and Employer's Liability. Coverage for Workers' Compensation in accordance with applicable law, and Employer's Liability coverage with limits of at least One Million Dollars (\$1,000,000).
- 3.1.5. Premiums and Deductibles. Premium costs for insurance policies to be obtained by an individual Participating Agency shall be borne solely and exclusively by that individual Participating Agency. In the event of a loss covered by any policy of insurance required of an individual Participating Agency under this Agreement, that individual Participating Agency shall be solely and exclusively responsible for the payment of the deductible, if any, required under such policy of insurance.

- 3.1.6. Adjustment of Insurance Requirements. Notwithstanding the foregoing description of specific policies of insurance and minimum coverage amounts for each specified policy of insurance, Shasta CCD shall have the right, at the start of each Extended Term, to require that the Participating Agencies procure additional or different policies of insurance and/or to adjust the minimum coverage limits for any policy of insurance by written notice to the Participating Agency ("Insurance Adjustment Notice"). Within thirty (30) days of the date of an Insurance Adjustment Notice, the Participating Agencies shall obtain the policy(ies) of insurance and/or cause the minimum coverage amount for a policy of insurance to be adjusted in accordance with each Insurance Adjustment Notice.
- 3.2. Indemnity. The Participating Agencies and Shasta CCD shall indemnify, defend and hold harmless the other and, as applicable, the other's employees, agents, representatives, officers, and Board of Trustees members from all claims, demands, liabilities, actions or causes of actions, whether in law or in equity, arising from the terms of this Agreement related to: (i) use and/or occupancy of the Public Safety Center and Classroom Centers by the Participating Agencies and/or individuals; and (ii) negligent, grossly negligent, or willful conduct.

ARTICLE 4. TERMINATION

- 4.1. Termination For Default. Either Shasta CCD or a Participating Agency may terminate this Agreement upon the default by a Party in its performance of a material obligation under this Agreement. The Executive Management Committee shall initiate the termination of the Agreement by notifying the defaulting Party of the following: (i) the material obligations which are in the default; (ii) measures required to cure the default; and (iii) the time for completing the cure of defaults ("the Termination for Default Notice"). If the defaulting Party shall not thereafter immediately commence cure actions and diligently prosecute the same to completion, without further action of either a Participating Agency or Shasta CCD, this Agreement shall terminate between the defaulting Party and the other non-defaulting Parties fourteen (14) days after the defaulting Party's receipt of the Termination for Default Notice. Notwithstanding the termination of the defaulted Party, this Agreement shall remain in full force and effect without modification for all remaining Parties. If the defaulting Party immediately commences cure actions and thereafter diligently prosecutes the same to completion, this Agreement shall remain in full force and effect, except that, regardless of whether any cure action is diligently prosecuted, the time to complete any cure action shall not take more than one hundred eighty (180) days.
- 4.2. Termination for Convenience. Any party may withdraw from this Agreement without cause upon thirty (30) days advance written notice ("Withdrawal Notice") to the other parties. The withdrawal of a Party from this Agreement will become effective thirty (30) days after the date of the Withdrawal Notice. Notwithstanding the withdrawal of a Party, the Agreement remains in full force and effect as to the other Parties without modification or amendment to the terms, conditions and covenants hereof. A Withdrawing Party shall not be entitled to reimbursement of any portion of the Withdrawing Party's Annual Contribution. Notwithstanding a Party's withdrawal from this Agreement, such Party shall remain liable for delivering Firefighter Training Course Revenue to the Foundation, pursuant to Article 2.4.3 hereof, for the Firefighter Training Courses sponsored or conducted by the Withdrawing Party prior to the withdrawal.

ARTICLE 5. GENERAL

- 5.1. Marginal Headings; Captions. The titles of the various Articles of this Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of a Participating Agency and Shasta CCD hereunder.
- 5.2. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by Shasta CCD or a Participating Agency hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiescence or approval of any breach or default by the other.
- 5.3. Notices. Notices that either any of the Parties are required or desire to serve on the other Parties shall be valid only if addressed to the other Parties as set forth below or as modified by notice to the Party. Notices shall be effective only if transmitted by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid.

Notices to Shasta CCD:

District Superintendent, President
Shasta-Tehama-Trinity Joint Community College District
P.O. Box 496006
Redding, CA 96049-6006

Notices to Shasta College Foundation:

Associate Vice President, Economics & Workforce Development
The Shasta College Foundation
P.O. Box 496006
Redding, CA 96049-6006

Notices to the Participating Agencies:

Division Chief, CAL FIRE
Shasta County Fire Department
875 Cypress Avenue
Redding, CA 96001

Fire Chief, City of Redding
Redding Fire Department
777 W. Cypress Avenue
Redding, CA 96001

Division Chief, CAL FIRE
Tehama County Fire Department
604 Antelope Blvd.
Red Bluff, CA 96080

Unit Chief, CAL FIRE
Fire Chief's Association of Shasta County
875 Cypress Avenue
Redding, CA 96001

Fire Chief, Weaverville Fire Department
Trinity County Fire Chief's Association
P.O. Box 1296
Weaverville, CA 96093

Battalion Chief, Training and Safety
CAL FIRE Northern Region Training
6105 Airport Road
Redding, CA 96002

Fire Captain, Training Bureau
Shasta County Training Bureau
875 Cypress Avenue
Redding, CA 96001

- 5.4. Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between Shasta CCD or any Participating Agency. Each Party acknowledges and agrees that it neither has, nor will give the appearance or impression of having any legal authority to bind or commit the other Parties in any way.
- 5.5. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 5.6. Modifications. No provision of this Agreement shall be modified except by written instrument duly executed by all of the Participating Agencies and Shasta CCD. No modification to this Agreement shall be valid, binding or enforceable unless such modification is reflected in a written instrument duly executed by all of the Participating Agencies and Shasta CCD.
- 5.7. Negotiated Document. This Agreement is a negotiated document and shall not be interpreted for or against any Party by reason of the fact that such Party may have drafted this Agreement or any of its provisions.
- 5.8. Mandatory Mediation. All claims, disputes and other matters in controversy between the Parties arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration Mediation Service ("JAMS") and the Comprehensive Arbitration Rules and Procedures of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to the commencement of judicial dispute resolution proceedings pursuant to Paragraph 5.9 below.
- 5.9. Judicial Dispute Resolution. Claims not fully resolved by the mediation proceedings described in Paragraph 5.8 shall be resolved by judicial proceedings. Jurisdiction over claims and judicial proceeding for resolution of Claims is the Superior Court of California, County of Shasta, and venue for such proceedings shall be the Redding Main Courthouse.
- 5.10. Authority. Each individual executing this Agreement on behalf of a Party hereto warrants and represents to the other Parties that she/he is duly authorized to execute this

Agreement on behalf of such Party. Notwithstanding authority of each signatory hereto, if contracts of any Participating Agency are subject to ratification or approval by the governing board of such Participating Agency, or with respect to CAL FIRE, the approval of DGS, this Agreement is not binding and enforceable against such Participating Agency until this Agreement has been ratified or approved by the Participating Agency's governing board, or with respect to CAL FIRE, approval by DGS.

- 5.11. Entire Agreement. This Agreement and the following constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed on behalf of the Parties. The following form a part of this Agreement:

Exhibit 1 Shasta CCD Main Campus Map

Exhibit 2 Shasta CCD Trinity Campus and Tehama Campus Map

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

"DISTRICT"

SHASTA-TEHAMA-TRINITY JOINT
COMMUNITY COLLEGE DISTRICT

"AUXILIARY ORGANIZATION"

SHASTA COLLEGE FOUNDATION

By: _____

Title: _____

By: _____

Title: _____

"PARTICIPATING AGENCY"

COUNTY OF SHASTA
SHASTA COUNTY FIRE DEPARTMENT

"PARTICIPATING AGENCY"

CITY OF REDDING
REDDING FIRE DEPARTMENT

Date: _____

By: _____

Title: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

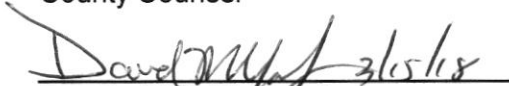
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

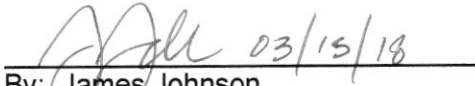
By: _____

Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel


By: David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL


By: James Johnson
Risk Management Analyst II

"PARTICIPATING AGENCY"
COUNTY OF TEHAMA
TEHAMA COUNTY FIRE DEPARTMENT

By: _____

Title: _____

"PARTICIPATING AGENCY"
FIRE CHIEF'S ASSOCIATION OF SHASTA
COUNTY

By: _____

Title: _____

"PARTICIPATING AGENCY"
TRINITY COUNTY FIRE CHIEF'S
ASSOCIATION

By: _____

Title: _____

"PARTICIPATING AGENCY"
CAL FIRE

By: _____

Title: _____

"PARTICIPATING AGENCY"
SHASTA COUNTY TRAINING BUREAU

By: _____

Title: _____

EXHIBIT 1 SHASTA CCD MAIN CAMPUS MAP

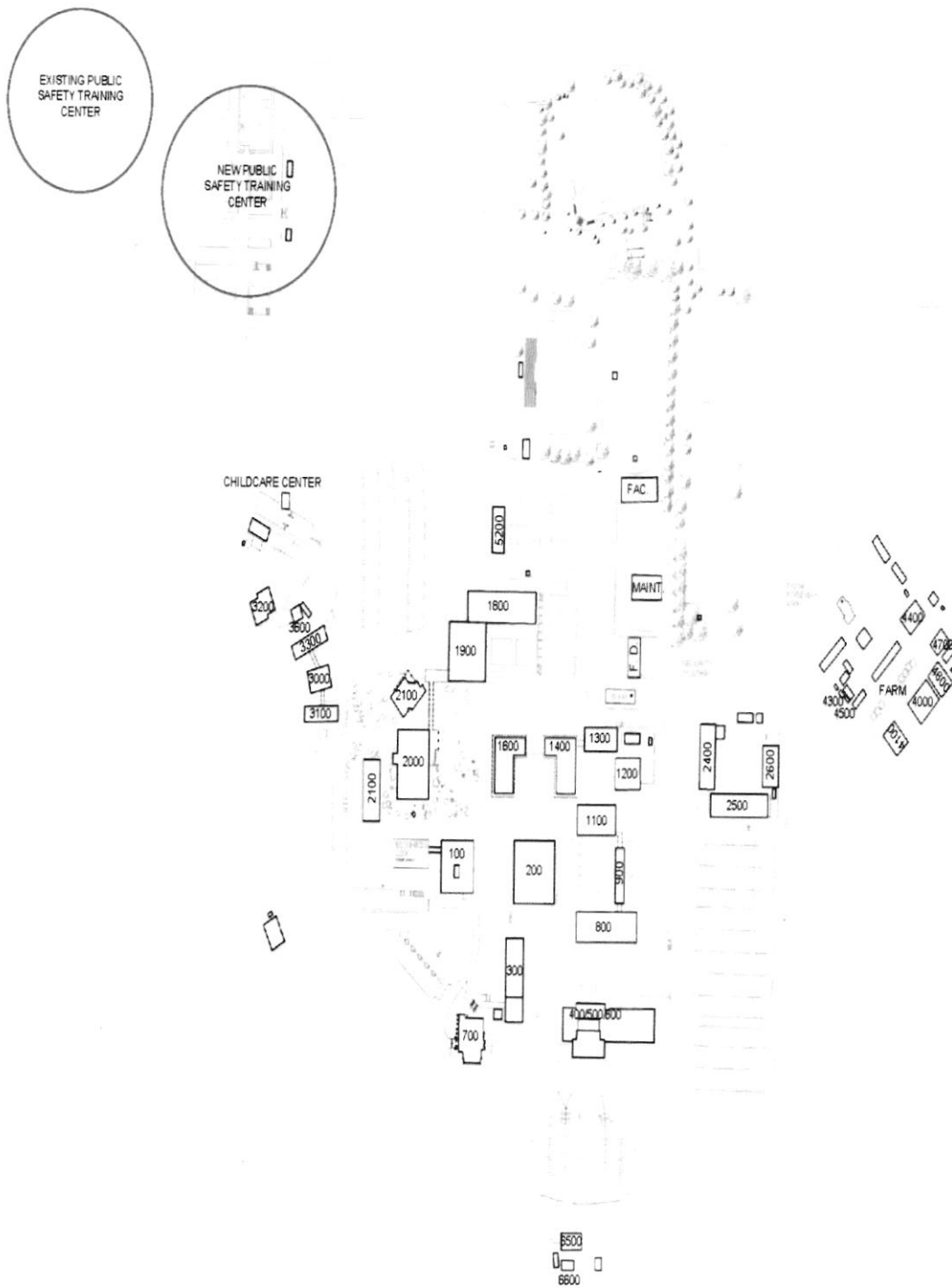
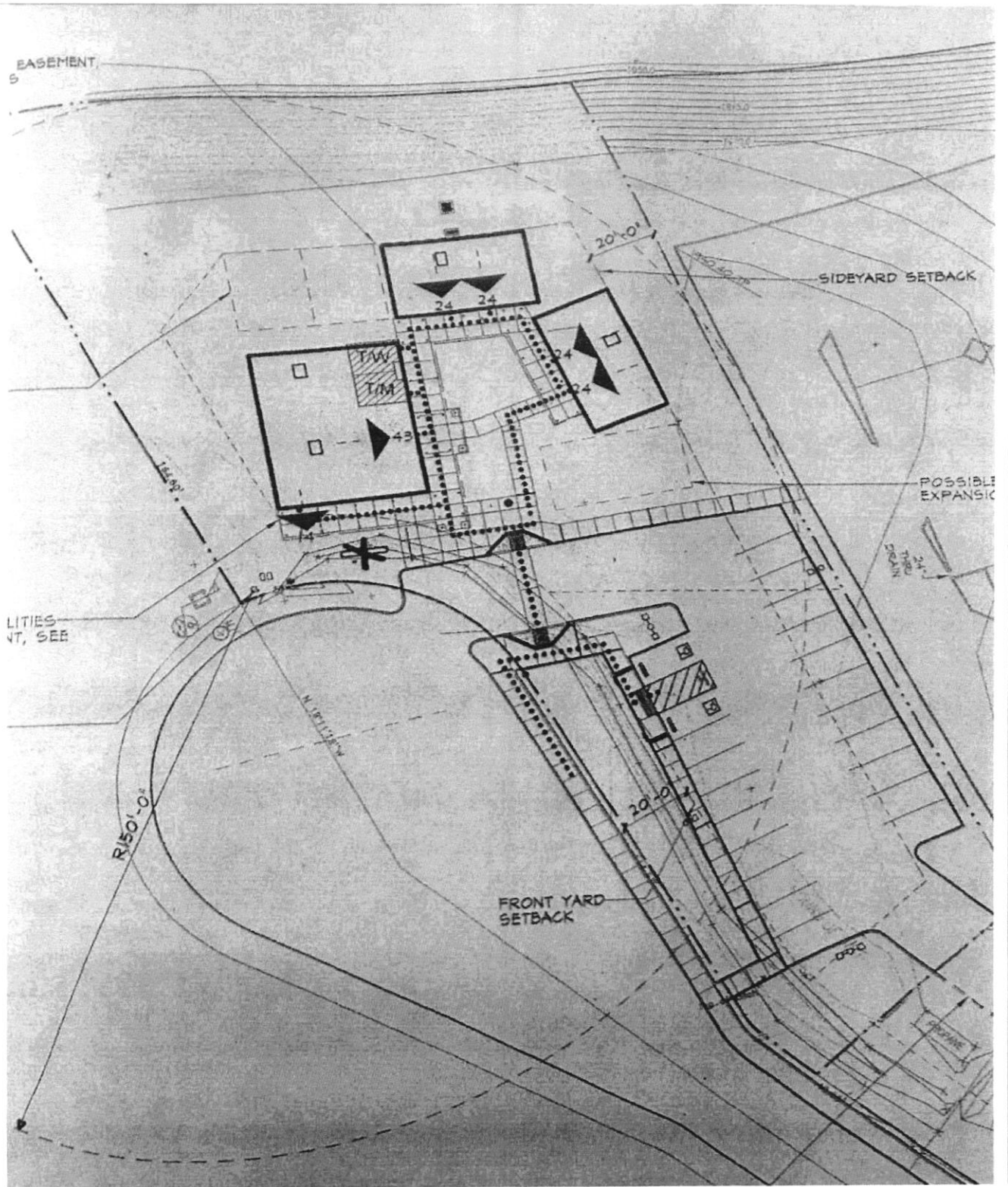
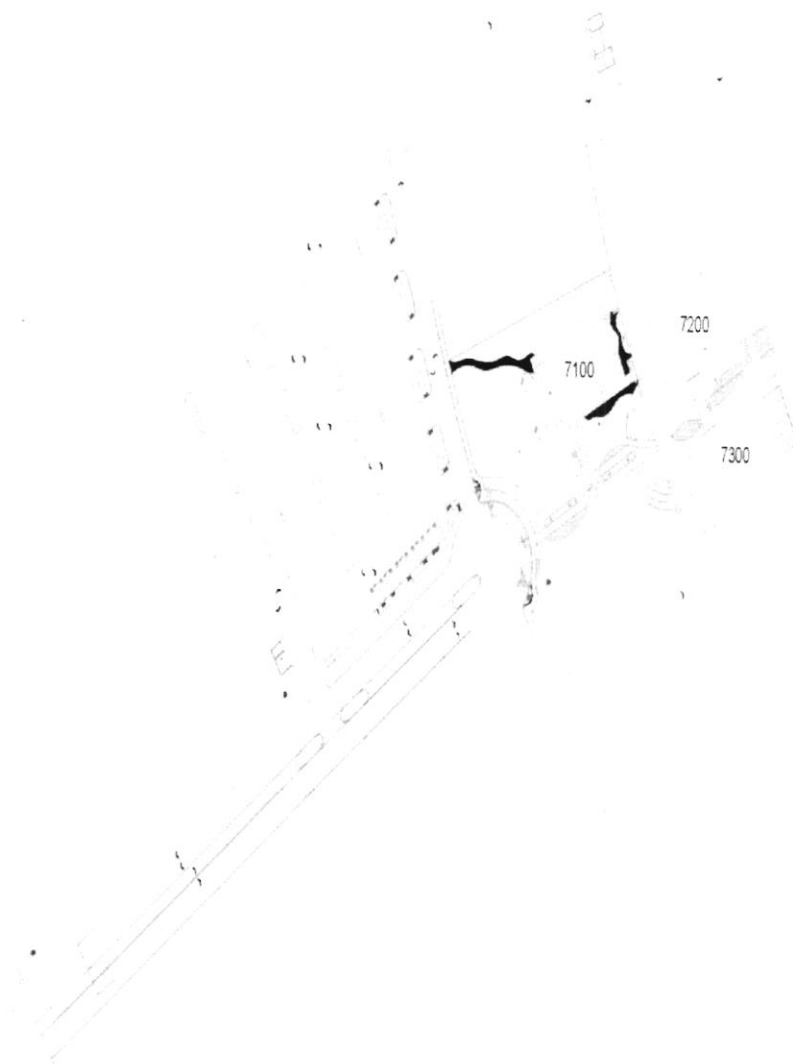


EXHIBIT 2
SHASTA CCD TRINITY CAMPUS AND TEHAMA CAMPUS MAP





EXISTING CAMPUS PLAN
TEHAMA CAMPUS