

**AGREEMENT FOR PROVISION OF FIRE PROTECTION SERVICES TO
FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT
JULY 1, 2011 THROUGH JUNE 30, 2016**

Section 1: Recitals

Whereas, the City of South Lake Tahoe (hereinafter City), a municipal corporation, has professional fire suppression, inspection, and training services which it wishes to make available throughout the Tahoe Basin in the interest of public safety;

And, whereas, the Fallen Leaf Lake Community Services District (hereinafter CSD), representing a portion of El Dorado County not serviced by any other fire protection district, desires to obtain such services;

And whereas, the parties have agreed upon the services to be provided and the terms and conditions upon which they will be provided;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS HEREIN EXCHANGED THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

Section 2: Obligation of the City

The City shall provide CSD with the following:

1. Fire Inspection

- a. The City Fire Marshal will provide assistance to the District as reasonably requested by the Fallen Leaf CSD's Fire Chief and/or General Manager. (Plan review will be completed and charged according to the City of SLT FD fee schedule)

2. Response to CSD's area

- a. Initial response- one City fire engine/pumper and one chief officer will respond to all fire emergencies. Any additional fire equipment and/or personnel would be called in, as necessary without any increased financial liability to the Fallen Leaf CSD Fire Department for the first 24 hours of the emergency.
- b. A city chief officer will respond to any emergency that would normally require the response of a chief officer (i.e. Structure Fire, Wild Land Fire, Multi Casualty Incident, Vehicle Extrications, Hazardous Materials Spills, etc.)
- c. A City fire engine/pumper will respond to medical emergencies as specifically requested by Fallen Leaf CSD Fire Department.
- d. During winter months when, in the opinion of the City, snow prevents response to the area, no response will be provided.

3. Dispatching

- a. The City police and fire dispatch center will provide alpha indexing, notification and dispatching of the Fallen Leaf CSD Fire Department personnel.
- b. The City of SLTFD will also manage the wireless networking card for the CSD MDT laptop. The CSD will reimburse the City the annual cost of managing the data card for the mobile data device. (Payment of the \$55 per month/\$660 per year wireless fee is included in the amount reflected in Section 3-1a below). Rate may be adjusted (increased or decreased) based upon pricing changes instituted by the cellular provider.

Section 3: Obligation of the CSD

1. Payment for Services

- a. For the performance of services as set forth in Section 2 during the period July 1, 2011 through June 30, 2016, CSD shall pay the City the sum of \$5,184 (five thousand one hundred eighty four dollars) and \$660 (six hundred and sixty dollars) for the mobile data device services as referenced in Section 2, item 3b for a combined total due the city of \$5,844 (five thousand eight hundred forty four dollars).
- b. This contact sum shall serve as the base contract year cost. Future years payments shall be subject to the annual cost of living increases equal to the Western Cities Consumer Price Index which will be applied to the contract formula as follows: $\text{Base year} \times \text{Western Cities Consumer Price Index} = \text{contract fee for following year}$ and shall be invoiced by the City no later than the 15th of June annually though the term of this agreement. In addition to the annual contract sum payable to the City, the sum identified within Section 2, item 3b in the amount of \$660 (six hundred and sixty dollars) for the mobile data device payable on execution of the contract by the last party to sign, however, any instituted changes in cost by the cellular carrier for the communication card for the mobile data device shall create an adjustment to this cost. This agreement shall be deemed effective upon execution thereof by the presiding officer or his or her designee of the parties.

2. Access for Emergency Vehicles

- a. CSD will endeavor to provide minimum 20' wide all-weather roads to all structures within the CSD, where feasible, for emergency response as required by the California Fire Code.

3. Release of Liability

- a. CSD shall hold harmless, defend and indemnify the City, its Fire Department and/or its other agents or employees from and against any and all liabilities, claims, demands, actions, losses, damages, and costs, including reasonable attorneys fees, arising from or in any manner connected directly or indirectly with this agreement. CSD shall name the City as a co- or additional insured on the liability insurance policy of the CSD or shall provide other evidence of insurance satisfactory to the City Attorney.

Section 4: Annual Operating Plan

The City and the CSD will meet annually, prior to the initiation CSD seasonal staffing to prepare an Annual Operating Plan (AOP). This AOP will include protection area maps for all parties, lists of principal personnel, dispatching procedures and communications plans, and other items identified in this agreement as necessary for efficient implementation. This AOP shall be attached to and made a part of this agreement.

Section 5: Venue and Applicable Law

This agreement shall be interpreted in accordance with the Laws of the State of California, venue El Dorado County, and City of South Lake Tahoe.

Section 6: Termination

This agreement shall expire and be of no further force or effect on June 30, 2016. Either party may earlier terminate this agreement by giving Ninety (90) days' notice to the other at the regular business address of the non-canceling party. In the event of such earlier cancellation, the parties shall equitably prorate any monies paid and charges for service rendered to that date.

Executed this _____ day of _____, 2011 at South Lake Tahoe, California.

Reviewed by:

Reviewed by

Lorenzo M. Gigliotti, Fire Chief
City of South Lake Tahoe

Gary Gerren, Fire Chief & General Manager
Fallen Leaf Lake CSD

Reviewed as to form and content:

Executed and Authorized:

Patrick Enright, City Attorney
City of South Lake Tahoe

Tom Bacchetti, President - Board of Directors
Fallen Leaf Lake Community Service District

Executed and Authorized:

Hal Cole, Mayor
City of South Lake Tahoe

Attest:

Susan Alessi, City Clerk
City of South Lake Tahoe

Exhibit A
2011
ANNUAL OPERATING PLAN
For Fire Protection Services Agreement
Between
City of South Lake Tahoe
And
Fallen Leaf Lake Community Services District

ANNUAL OPERATING PLAN

The PARTIES will meet annually, prior to the initiation of seasonal staffing within the CSD to prepare an Annual Operating Plan (AOP). This AOP will include protection area maps for all PARTIES, lists of principal personnel, dispatching and communications procedures, and any other items identified in this Agreement as necessary for efficient implementation. This AOP shall be attached to and be a part of the Agreement.

MUTUAL AID RESPONSE PROCEDURES

Initial response- one City fire engine/pumper and one chief officer will respond to all fire emergencies. Any additional fire equipment and/or personnel would be called in, as necessary without any increased financial liability to the Fallen Leaf CSD Fire Department for the first 24 hours of the emergency. Response commitments beyond 24 hours must be approved by the South Lake Tahoe Fire Chief. Any charges incurred by the CSD will follow the rates prescribed by the most current personnel salary survey and equipment rate letters on file with the California Emergency Management Agency, Fire-Rescue Branch.

A city Chief Officer will respond to any emergency that would normally require the response of a chief officer (i.e. Structure Fire, Wild Land Fire, Multi Casualty Incident, Vehicle Extractions, Hazardous Materials Spills, etc.)

A City fire engine/pumper will respond to medical emergencies as specifically requested by Fallen Leaf CSD Fire Department.

During winter months when, in the opinion of the City, snow prevents response to the area, no response will be provided.

When required and when possible, the City and the CSD will utilize a unified command model of incident management.

FIRE PREVENTION SERVICES

The City Fire Marshal will provide assistance to the District as reasonably requested by the Fallen Leaf CSD's Fire Chief and/or General Manager. (Plan review will be completed and charged according to the City of SLT FD fee schedule)

DISPATCH AND COMMUNICATIONS PROCEDURES

The City police and fire dispatch center will provide alpha indexing, notification and dispatching of the Fallen Leaf CSD Fire Department personnel. The City of SLTFD will also manage the wireless networking card for the CSD MDT laptop.

Dispatching of resources will be done over SLT Fire Primary; however, incident operations, excluding wild land fire events, within the Fallen Leaf Lake Basin will be conducted using Angora Net with V-Fire 22 as the primary tactical frequency. Expanded incidents will utilize a communications plan consistent with the Lake Tahoe Basin Communications Plan. Wild land fire events will be conducted using TMU Forest Net frequencies (Camino).

DESCRIPTION OF CSD DIRECT PROTECTION AREA (DPA)

North of Angora Ridge Rd. approx. 1 mile south of Hwy. 89 in the Lake Tahoe area encompassing 6 square miles along the south shore of Fallen Leaf Lake.

DESCRIPTION OF CITY DIRECTION PROTECTION AREA (DPA)

The incorporated boundaries of the City of South Lake Tahoe.

OPERATIONAL & DUTY OFFICER CONTACTS

CITY DUTY OFFICER CONTACTS

Lorenzo Gigliotti
Fire Chief
530-542-6167

Ray Zachau
Fire Marshal
530-542-6166

Marty Scheuerman
Operations Division Chief
530-542-6168

Greg Gstettenbauer
Division Chief
530-542-6165

FALLEN LEAF LAKE DUTY OFFICER CONTACT

Gary Gerren
Fire Chief
530-542-1343

CITY FIRE DEPARTMENT REIMBURSEMENT RATES AND METHODOLOGY

On events requiring extended commitments beyond the initial 24 hours of mutual aid where an incident or event engages resources under an “assistance for hire” agreement, personnel and equipment provided by the city shall be subject to the provisions of the agreement for which the “assistance for hire” resources were obtained. The rates for city personnel and equipment shall be consistent with the personnel and equipment rates on file with the Fire Rescue Branch of the California Emergency Management Agency.

Resources subject to reimbursement under assistance for hire agreement shall complete supporting documentation as required by the agreement; this shall include the use of the F-42 or the FSLA-5 forms or Crew Time Reports (CTR’s).

MAPS TO SUPPORT ANNUAL OPERATING PLAN

On an as needed basis, maps needed to support this AOP will become attachments to the AOP. These may include the DPA boundary, fire protection facilities by PARTY and location, pre-planned “Mutual Aid” response areas.

Attached Maps (see Exhibit B):

- City of South Lake Tahoe Quad Map
- Fallen Leaf Lake CSD Quad Map

APPROVAL:

IN WITNESS WHEREOF, the PARTIES have executed this Annual Operating Plan as of the last date written below:

Gary Gerren, Fire Chief
Fallen Leaf Lake CSD

Lorenzo Gigliotti, Fire Chief
City of South Lake Tahoe

Date

Date