

LETTER OF INTENT

The Lakeside Fire Protection District (Lakeside) hereby submits this non-binding Letter of Intent (“LOI”), for the purpose of entering into a comprehensive collaborative agreement to serve the citizens of the unincorporated areas of San Diego County specifically in the eastern part of the El Cajon Valley. This shall be by and between Lakeside and both the San Miguel Consolidated Fire Protection District (San Miguel) and the San Diego County Fire Authority (CSA-135). San Miguel and CSA-135 are currently under managerial contract with the California Department of Forestry and Fire Protection (CalFire).

1. The Lakeside Fire Protection District will establish a “Regional Truck Company” to serve the eastern El Cajon Valley area. ~~not later than June 30, 2015.~~[†]

Comment [AP1]: Remove date. Timeline contemplated in 12 below.

2. The proposed “Regional Truck” will be staffed on a 7/24/365 basis and respond with a minimum of three personnel to requests for service without regard to jurisdictional boundaries. Personnel from the current Fire Station 1 will be used to staff the Regional Truck Company described in this agreement.

Comment [AP2]: TA

3. The proposed Regional Truck Company will explicitly serve all areas of the Lakeside Fire Protection and the San Miguel Fire Protection District and CSA-135 areas equally as requested.

Comment [AP3]: TA

4. Requests for mutual/auto aid into other areas will also be addressed based on agreements external to the anticipated agreement.

Comment [AP4]: TA

5. Lakeside reserves the right to, at times of specific need, move personnel from the Regional Truck Company to a Brush Fire Engine (Type 3) which may be housed in the same facility. This cross staffing will be the exception and on an as needed basis and will only be authorized by the Lakeside District Fire Chief or his designee.

Comment [AP5]: TA

6. Lakeside will manage, supervise and train paid professional firefighters to staff the Regional Truck Company to the highest standards of truck service.

Comment [AP6]: TA

7. Lakeside will fund and place into service on the Regional Truck Company selected rescue tools and supplies to meet the needs of, and cooperate fully with the collaborative partners, as if the truck was operated by all collaborative agencies equally.

Comment [AP7]: TA

8. The Parties shall submit a Joint LAFCO Application requesting that San Miguel and/or Lakeside annex CSA-115 jointly and that any revenue derived shall be paid directly to both San Miguel and Lakeside on a pro rata basis.

Comment [AP8]: Lakeside sees this collaborative agreement as a 50/50 proposition. It should be understood that each agency has an obligation to make substantial effort and expenditures on behalf of the agreement, and greater good.

9. San Miguel agrees to purchase the underlying land and build a Fire Station at 1105 Pepper Drive to strategically serve the collaborative region from that location.

Comment [AP9]: This Location Is Under Review by both agencies

10. In the event the Joint Application for annexation of the described area is approved by LAFCO; San Miguel will receive 80% and Lakeside shall receive 20% of the revenue derived from the annexation, including, but not limited to:

- a) Property tax revenue AV tax;
- b) Property tax from the CSA-115 area; and
- c) Other potential revenue sources.

Comment [AP10]: Currently SMG has offered a 80/20 split with 80% going to San Miguel

11. San Miguel CFPD/CSA-135 will continue their historical auto aid response into the Lakeside FPD as determined by AVL².

Comment [AP11]: For the attorneys to work out too broad. Perhaps: "Any potential revenue sources could be negotiated by both parties when additional funds become available and with a distribution of such revenue agreeable to by both parties".

12. Until the new Fire Facility is fully operational San Miguel and Lakeside will continue to serve the citizens from their existing locations (Clarendon Street and Riverview Avenue).

Comment [AP12]: TA

Comment [AP13]: TA

13. When service begins at the new facility San Miguel/CSA-135 will designate the fire station serving in the Pepper Drive area (currently known as FS 19) as a "must cover" station. Must Cover is defined as the collaborative station being vacant for greater than one hour. Cover Company must be a Type 1 Engine Company which shall also include an ALS Platform. The move up and cover language refers to day to day (non-emergent) operations. Emergency assignments would be exempted from this rule.

Comment [AP14]: Currently neither FS 1 or FS 19 are must cover stations in the HCFA or MVU ECC draw down matrices, covering during emergencies would be overly burdensome for SMG especially if the Incident was in the Central Zone which it frequently is.

14. Both agencies agree to meet no less than annually, commencing 2015 and continuing thereafter to establish / update an Annual Operating Plan (AOP) which can further define the terms of the collaborative which are important to, but not described in this agreement. This AOP will specifically review response reports from the previous period, modifications to the response patterns, call volume changes, mutual aid agreements, and target hazards or other pertinent information sharing which may impact this agreement. A report of the meeting and a copy of the AOP will be shared with the Fire Board, Fire Chief and operations personnel of each agency.

Comment [AP15]: TA

15. San Miguel and Lakeside agree to refrain from directly or indirectly competing with or taking steps to reduce or impact the current revenue stream of either agency.

Comment [AP16]: New reciprocal language proposed.

LAKESIDE FIRE
PROTECTION DISTRICT

SAN MIGUEL CONSOLIDATED
FIRE PROTECTION DISTRICT

SIGNATURE/ TITLE

SIGNATURE/ TITLE

COUNTY OF SAN DIEGO
REGIONAL FIRE AUTHORITY
(CSA-135)

SIGNATURE/ TITLE

1. (Removed)
2. AVL is defined as any and all automated vehicle location equipment carried on or in a vehicle capable of accurately reporting the location of the vehicle(s) back to a regional communication center (RCIP) at all times.

LKS.SMG LOI V.11.14.2014