

ASCWD Community Advisory Board Recommendation to ASCWD Board Regarding Fire Contract

Thank you very much for the opportunity to provide community input on the Agreement for Fire Protection, Emergency Medical, and Related Services and to help shape the future of these important services for the Alpine Meadows community.

The following summarizes this Community Advisory Board's thoughts and recommendations on this matter. While a good faith effort has been made by members of this board, these recommendations are not the work of experts, and we recommend that ASCWD employ experts as may be deemed necessary to determine final scopes and terms of any agreement.

Recommendation:

The Committee recommends that Alpine Springs Community Water District (ASCWD) proceed with further good faith negotiations with North Tahoe Fire Protection District (NTFPD) toward a mutually agreeable contract with key terms as outlined below before issuing a request for proposals (RFP) or seeking services from other providers.

If terms can not be mutually agreed upon, or should NTFPD wish to revert to early 2000's staffing levels as stated in the terminated agreement, we would then recommend ASCWD fully vet all Fire and Emergency Medical service providers to establish the best fit for the community.

Key Contract Terms:

A new Agreement for Fire Protection, Emergency Medical, and Related Services should address the following terms of importance to the ASCWD community:

1. Staffing: The advisory committee feels the agreement should acknowledge current staffing conditions, community expectations on time of year staffing, and allow for contractual changes should those staffing levels change.
 - i. Suggested Agreement Language: Staff the Fire Station with a two-person crew with the minimum qualifications of an engine company, at least 150 days each calendar year, 24 hours each day, during the months of June through November, unless otherwise mutually agreed to in writing by both parties. NTFPD shall make commercially reasonable efforts to staff the Fire Station more than 150 days per a calendar year; the 150-day contract requirement will only be accumulated in the months June through November.
 - ii. Should staffing fall below the historical precedence of NTFPD staffing of the Alpine Meadows station for 365 days per a calendar year, ASCWD will have the option to terminate the Agreement for cause with a minimum of 12 months' notice.
2. Lease of Station: Should staffing fall below the historical precedence of NTFPD staffing of the Alpine Meadows station of 365 days per a calendar year, in addition to the option

to terminate the Agreement as outlined above, ASCWD will also have the option to continue all terms of the Agreement except for lease of the station; lease can be immediately cancelled at ASCWD option with a minimum of 30-day notice to vacate. Under this scenario, this would allow ASCWD to leverage the Alpine Meadows station, a valuable asset to the community, for higher or better use than being vacant for the majority of the year under a 150 day staffing scenario, and NTFPD would continue providing fire protection services from its other stations year-round.

Rationale:

Our recommendation is based on what we believe to be the community's desire to preserve and maintain the current and historic year-round staffing of a highly trained ambulance transport crew and ambulance operating out of the Alpine Springs Fire station. If contractual language can be established that:

- a) reflects the current and historical staffing model (staffed 365 days per year), while still allowing NTFPD operational flexibility, and
- b) provides ASCWD a path to make contractual changes if staffing is altered below the current community expected levels,

then, the recommendation is to proceed in good faith toward a new contract with NTFPD.

While recognizing the value the community places on NTFPD staging an ambulance from the Alpine Meadows station, it is important to acknowledge that Ambulance service is not only outside the scope of our fire contract, but also outside the Mission of the District. This Board's understanding is that NTFPD is able to provide this service to our community because ambulance service in Alpine Meadows is included in the NTFPD jurisdiction.

The rationale for not vetting other service providers at this time is the recognition that it is unlikely that another neighboring fire protection district would have the same incentive as NTFPD to staff our station. Other providers would likely propose a different weighting of services that fall under fire protection, and it would be important but difficult to evaluate such proposals as direct comparisons. An example of differently weighted services could be potentially including more focus on Preventative Services focused on Defensible Space than is currently provided by NTFPD, which is a high priority for some in our community. If an agreement on staffing terms with NTFPD cannot be reached, it would be important to understand other providers' capabilities and interest in providing fire protection services to Alpine Meadows.

Additional Details:

In addition to these specific terms above, the following statements represent the consistent themes expressed through community feedback:

- A more tightly defined contract, rather than a loosely defined contract, is preferred.
- Written reports and review protocols are seen as value to the community to allow for transparency and accountability.
- Preventative Fire Services, including Defensible Space programs – and associated applications for grant funding for Alpine Meadows – is seen as very important.
- Response times are important to members of the community.

Appendix

Additionally, attached as Appendix A, and incorporated herein by reference, is a matrix that identifies other scopes and terms that an agreement with NTFPD would need to address and be further negotiated if the main terms of staffing and lease of the station are generally agreed upon.

Thank you again for your partnership with the community.

The ASCWD ad-hoc Community Advisory Board:

Liz Hobart Zang, John Moise, Don Fulda, Steve Siig, Ricky Holak



Liz Hobart Zang (Apr 4, 2024 12:57 PDT)

Liz Hobart Zang



John Moise (Apr 4, 2024 17:00 PDT)

John Moise



Don Fulda (Apr 9, 2024 11:57 PDT)

Don Fulda



Steven Siig (Apr 9, 2024 15:17 PDT)

Steve Siig



Ricky Holak (Apr 9, 2024 21:34 PDT)

Ricky Holak

Appendix A
Scoping Matrix
(attached)

Appendix A

Scoping Matrix

Location	Scope/Term	Current Agreement	New Contract
header	FIRE PROTECTION	No Definition	Need definition.
header	EMERGENCY MEDICAL	No Definition	Need definition.
header	RELATED SERVICES	No Definition	Need definition.
1a	Fire Protection	Inc.	Define scope more clearly. Define scope more clearly.
			Move Defensible Space and Grants for defensible space to be subsets of prevention.
			Scope to include: Get FD input on what they see as our overall Preventative Services Needs, (ex. defensible space program) even if they aren't going to provide them. What fire prevention services are provided in their North Tahoe Service area? Are there other preventative services provided by other entities in addition to FD provided services (e.g. county funded or through tax-funded program or grant funded)
1a	Fire Prevention	Inc.	
1a	Fire Suppression	Inc.	Define scope more clearly.
1a	Rescue	Inc.	Inc. Typical.
1a	Emergency Medical Services	Inc.	Define scope more clearly. Define where emergency medical "stops" and ambulance "begins".
1a	Hazardous Materials Services and Response	Inc.	Inc. Typical.
1a	Enforcement of the Fire Codes and other Fire Protection Ordinances	Inc.	Inc. Typical.
1a	Fire Origin and Arson Investigation	Inc.	Inc. Typical.
1a	Plan Checks and Inspections	Inc.	Inc. Typical.
1a	Training and Related Administrative Services	Inc.	This is overhead and not a service being provided. This should not be listed in scope.
			Define scope more clearly.
			Move structure to be a subset of prevention.
			Include grants available (specific focus on defensible space and prevention grants) in monthly report (see also reporting line) and advise Alpine as to what grants Alpine should apply for and support Alpine in such efforts. Provide additional information as requested by Alpine as to the costs of pursuing such grants. Partner in good faith on grants that Alpine applies for. If Alpine elects to apply for grants or pay FD to apply for such grants proceed in good faith.
1a	Including grant application and grant administration	Inc.	
1a	fire district support services. including, but not limited to, supervision and management, dispatching, training, and equipment procurement and maintenance services: procurement and maintenance of adequate stocks of supplies and materials	Inc.	This is overhead and not a service being provided. This should not be listed in scope. GM/Legal advise how to define outside of scope.
1a	advertising providing and supporting the Chipper Program,	Inc.	OK to remove.
			Remove "advertise" and "support".
			Move to a subset of Prevention.
1a	advertise, provide and support the Defensible Space Program	Inc.	FD to provide recommended Defensible space program.
1a	public information and fire safety education	Inc.	Remove
1a	emergency preparedness planning	Inc.	Remove
1a	and other necessary services	Inc.	Inc. Typical.
1a	all on the same basis and to the same extent as provided in the North Tahoe service area.	Inc.	Remove
			Define the minimum qualifications of crew.
			Define what a staffing day is.
			i. Suggested Agreement Language: Staff the Fire Station with a two-person crew with the minimum qualifications of an engine company, at least 150 days each calendar year, 24 hours each day, during the months of June through November, unless otherwise mutually agreed to in writing by both parties. NTFPD shall make commercially reasonable efforts to staff the Fire Station more than 150 days per a calendar year; the 150-day contract requirement will only be accumulated in the months June through November.
			ii. Should staffing fall below the historical precedence of NTFPD staffing of the Alpine Meadows station for 365 days per a calendar year, ASCWD will have the option to terminate the Agreement for cause with a minimum of 12 months' notice
4b	Staffing	150 days	

Appendix A

Scoping Matrix

			Mutually agreeable Monthly written report to be provided in advance of monthly Alpine Springs Board of Directors meeting.
1d	Reporting	Oral monthly, quarterly questions, annual operating plan including staffing schedule.	Reporting to Include: staffing, grant opportunities, defensible space program KPIs.
1f	supplemental fire, emergency medical or related service funding with Placer County and/or the Alpine Meadows Ski Inc.,		No part of this agreement will prevent NTFPD from collecting additional fees from the Ski Resort (Palisades), or other sources, for additional staffing or services requested by the ski resort. And ASCWD will not take exception to the staging of Crew or equipment/apparatus at another location within the District (i.e. Palisades Tahoe Alpine Meadows Base Area).
10	Review by Alpine Springs BOD	7th year	Review of the Contract (not the Chief) between the Chief and GM annually.
1e	Fire water	Alpine Springs responsible	No change.
1e	Fire hydrant testing	Alpine Springs responsible	Update to reflect how is actually being completed.
1e	Fire hydrant snow removal	Alpine Springs responsible	No change.
exhibit	Payment	45 days after	Add Industry standard language for nonperformance.
add	Mechanism for max payment	not included	An annual cap on increase should be added to the Agreement, formula to be discussed
6b	if drops 95% annually	Inc.	Renegotiate term to take into account historical growth in tax revenue and CPI over multiple years vs this one year trigger
	Term	15 years, no option to extend included.	5 year with 2 or 3 extensions.
	Termination	36 months, either party. Pay until end.	If FD terminates, or if Alpine terminates FD for cause, Alpine should not need to pay FD full value for last months. Alpine should be able to remove the expenses of finding and implementing a new FD. Reduced funding equal to the actual start up costs and a OH % for Alpine GM.
	Fire station lease		Recommend exhibit attached to agreement with a lease document. Recommend structure of lease to coordinate with \$1 mechanisms for canceling of contract.
	Title to apparatus, tools and equipment	Inc.	Any equipment, or include fees, that is provided by a developer or similar as a Condition of Approval should be the property of Alpine at the end of term.
	Station main.	Inc.	inc.
Inc.	Capital Facilities Plan	Inc.	inc.
	9 Insurance	Inc.	Include a mechanism for these values increasing with CPI or similar given the length of term being proposed. Perhaps part of the annual contract review to assure an in conformance with industry standard.
9t	Insurance: failure to maintain cover	This is the only holdback provision in the agreement.	Not only withhold payment, but also to employ supplemental private coverage at North Tahoe's sole expense if they fail to provide required insurance.
"Below the line"	ambulance	NTF per State Zones	This should be recognized in the agreement. recommend legal advise how. NTF will be responding to ambulance calls in the district regardless of agreement, and that NTF receives strategic advantage of this location to their revenue in general.