

November 28, 2023

Plumas County Board of Supervisors

Plumas County LAFCo

Subject: Fire Protection and Coverage of Eastern Plumas Rural Fire Protection District

We, the Board of Directors of Beckwourth Fire District (BFD), have drafted this letter regarding our concerns with the ongoing situation of fire and emergency services covering Eastern Plumas Rural Fire Protection District (EPRFPD). As our governing bodies are well aware, EPRFPD closed the doors of their fire department as of June 22, 2023, leaving a large gap in fire protection and emergency response for many businesses and residents located within that district. We have several points that we would like to bring to your attention with the intention of encouraging you to take action on this sensitive issue.

Upon the announcement from EPRFPD of their intention to cease services to their district, the Mutual Aid Agreement was "invoked". It is the opinion of BFD that the Mutual Aid Agreement, which was called upon to provide regular daily fire protection and emergency services for an un-operational district, does not necessarily apply to the current situation of EPRFPD and is not applicable due to several clauses in the agreement documents such as:

- "WHEREAS, it is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and.....that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat." (California Disaster and Civil Defense Master Agreement Chapter 7 of Division 1 of Title 2 of the Government Code - 1970 Statutes.)

For example, we would deny that any such calamity or disaster currently exists within EPRFPD. Additionally the "California Fire Service and Rescue Emergency Mutual Aid Plan" offers the following guidance in regard to the implementation of emergency mutual aid:

- involved jurisdictions, when possible, will put pre-emergency plans into operation. Such plans include alerting key personnel, ensuring readiness of

essential resources, and preparing to move resources to the threatened area when required. If a request for mutual aid resources is anticipated, the next higher level of jurisdiction must be advised, including all available information relative to the expected threat, its location, imminence, potential severity, and other associated problems” (Section G. 1.)

- “Local fire and rescue resources include resources available through automatic and/or day-to-day mutual aid agreements with neighboring jurisdictions. Local mobilization plans are activated by requests to participating agencies and must provide for notification of the Operational Area (county) Fire and Rescue Coordinator upon activation. The Operational Area Fire and Rescue Coordinator must know of those resources committed under local plans when determining resource availability for subsequent response.”(Section VII A.)

It is stated that on the local level, the District requesting mutual aid should:

- “Make(s) maximum use of existing facilities and services within each community prior to requesting assistance from neighboring jurisdictions.”(section IX Number 3.) or “
- Reasonably exhaust local resources before calling for outside assistance” (Section J 1.);
- “The agency receiving mutual aid is responsible for logistic support to all mutual aid personnel and equipment received.” (Section IX 6.)
- “Anticipates emergency needs for such items as emergency fire equipment, commonly used spare parts, and expendable supplies and accessories, and ensures functional availability of these in locations convenient for ready use.”(Section IX 10.)
- “In developing local mutual aid and emergency preparedness plans, provisions must be made for liability and property damage insurance coverage on apparatus and equipment used beyond the territorial limits of the political subdivision. Consideration must also be given to the rights, privileges, and immunities of paid, volunteer, and auxiliary personnel in order that they may be fully protected while performing their duties under a mutual aid agreement or an emergency preparedness plan”(Section VI. G.)

Lastly, if not the most pertinent citation, if we were considered to be operating under the Mutual Aid Agreement Section 1, Part B. 2:

- “Provides that no party shall be required to unreasonably deplete its own resources in furnishing mutual aid”;(Section I B. 2)
- “The following policies form the basis of the Plumas County Local Fire Services and Mutual Aid Plan. This plan presupposes that all member departments provide the ability to handle normal incidents for their community, city, or district. Each jurisdiction shall make a major commitment of its own resources before calling for mutual aid.”

Upon closure of EPRFPD, an unofficial agreement between BFD and Graeagle Fire was made to split the area typically covered by EPRFPD based on location, the split is roughly $\frac{1}{3}$ covered by Graeagle Fire and $\frac{2}{3}$ covered by Beckwourth Fire. For the last five months these two fire districts have each provided 24-hour coverage for the area. This coverage has been without terms and under no contract or agreement with EPRFPD, without promise of compensation, and with no assumption of reciprocal aid. It was also expected to be short-lived. With the apparent refusal of your respective Boards to take any action to remedy this lack of provisional protection, and with the extreme strain that has been placed on our District to fulfill that protection, we must ask that we be provided with an actionable plan moving forward.

While BFD has no intention of leaving this district-in-need helpless, we feel it is the responsibility of the Board of Supervisors and LAFCo, as the Plumas County Governing Boards, to provide a solution without delay. There needs to be a relief to the strain that has been placed on our Districts for the coverage of a District that is still receiving financial support from its constituents, but providing them no fire, medical or emergency services. Additionally, in the event of an actual disaster or emergency in the area, our first priority is the citizens of our own district, which puts the taxpayers of EPRFPD in an unfair, and unsafe position. The fact that such circumstances have not caused any remedial actions on the part of your Boards is extremely reckless with respect to your responsibilities to the people of Plumas County and your constituents.

We feel it is outrageous that you would expect small fire districts to absorb all costs associated with the full-time coverage provided to another District. As such, with the inapplicability of any Mutual Aid agreements, we are requesting that funds received, held by, or allocated to EPRFPD for the provision of fire protection and Emergency services, be released to the Districts that are actually providing such services. As reference, attached is an invoice showing actual costs of service that BFD has provided for the last five months, and an estimated invoice for future services, under the assumption that EPRFPD will remain in-operable for another seven months.

Please find attached an invoice for services provided by our district for 6/22/23 to 11/22/23. The attached invoice reflects a proportional value of the taxes collected by EPRFPD and the services provided by BFD for the invoiced period. The numbers are derived from the taxes collected by EPRFPD, consistent with their approved budget, which is a rough percentage of coverage provided for the defunct district's fire coverage that has fallen onto the shoulders of BFD.

We know that it is your priority to provide your constituents with the best possible safety provisions available. Thank you for your consideration and prompt action on this issue.

Respectfully,

Beckwourth Fire District Board of Directors



Kenny Osburn

Fire Chief



Larry Smith

Chairmen of the Board

CC: Eastern Plumas Rural Fire Protection District

Plumas County Fire Chiefs Association

EXHIBIT A TOTAL COSTS TO PROVIDE SERVICE TO EPRFPD

Total Calls BFPD Responded to in EPRFPD

Beckworth Fire Response to EPRFPD from 7/1-11/17											
Log #	Apparatus	Time Per App	No. of Personnel	Hours on Call	Time Used	Base Rate	@Base Rate	CFAA Rate	CFAA Rate		
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	
203											
208											
217	9400	1	3	1	1	\$ 34.59	\$ 34.59	\$ 51.89	\$ 51.89		
	9462	1			2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
219	9352	1	2	1	2	\$ 27.77		\$ 41.66			
	9462	1					\$ 55.54		\$ 83.22		
223	9461	1	2	1	2	\$ 27.77		\$ 41.66			
	9462	1					\$ 55.54		\$ 83.22		
229	9450	1	2	1	2	\$ 27.77		\$ 41.66			
	9424	1					\$ 55.54		\$ 83.22		
231	9452	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
241	9352	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
244	9461	1	2	1	2	\$ 27.77		\$ 41.66			
	9450	1					\$ 55.54		\$ 83.22		
246	9462	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
265	9400	1	3	1	1	\$ 34.59	\$ 34.59	\$ 51.89	\$ 51.89		
	9462	1			2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
268	9400	1	2	1	1	\$ 34.59	\$ 34.59	\$ 51.89	\$ 51.89		
	9424	1				\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
269	9400	1	2	1	1	\$ 34.59	\$ 34.59	\$ 51.89	\$ 51.89		
	9452	1			1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
272	9400	1	2	1	2	\$ 34.59	\$ 69.18	\$ 51.89	\$ 103.78		
276	9462	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
287	9452	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
289	9452	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
290	9452	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
297	9400	1	1	1	1	\$ 34.59	\$ 34.59	\$ 51.89	\$ 51.89		
303	9450	1	3	1	3	\$ 27.77		\$ 41.66			
	9372	1					\$ 83.31		\$ 124.98		
312	9400	1	2	1	1	\$ 34.59	\$ 34.59	\$ 51.89	\$ 51.89		
	9461	1			1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
316	9400	1	2	1	2	\$ 34.59	\$ 69.18	\$ 51.89	\$ 103.78		
324	9400	1	3	1	1	\$ 34.59	\$ 34.59	\$ 51.89	\$ 51.89		
	9450	1			2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
327	9462	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
334	9452	1	3	1	3	\$ 27.77	\$ 83.31	\$ 41.66	\$ 124.98		
339	9461	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
340	9461	2	1	2	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
347	9461	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
351	9462	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
356	9462	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
360	9400	1	4	1	1	\$ 34.59	\$ 34.59	\$ 51.89	\$ 51.89		
	9352	1			1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
	9452	1			2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
361	9450	1	3	1	3	\$ 27.77	\$ 83.31	\$ 41.66	\$ 124.98		
377	9462	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
382	9352	1	2	1	2	\$ 27.77		\$ 41.66			
	9450	1					\$ 55.54		\$ 83.22		
384	9452	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
389	9461	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
395	9461	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
402	9372	5	4	5	20	\$ 27.77		\$ 41.66			
	9477	5					\$ 555.40		\$ 833.20		
415	9462	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
423	9462	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
425	9462	1	1	1	1	\$ 27.77	\$ 27.77	\$ 41.66	\$ 41.66		
434	9461	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
435	9461	1	2	1	2	\$ 27.77	\$ 55.54	\$ 41.66	\$ 83.22		
438	9400	7	6	7	7	\$ 34.59	\$ 242.13	\$ 51.89	\$ 363.23		
	9322	7			36	\$ 24.77		\$ 41.66			
	9321	7					\$ 891.72		\$ 1,499.76		
442	9462	1	3	1	3	\$ 27.77		\$ 41.66			
	9423	1					\$ 83.31		\$ 124.98		
443	9476	1	4	1	4	\$ 27.77	\$ 111.08	\$ 41.66	\$ 166.64		
446	9452	1	2	1	2	\$ 27.77		\$ 41.66			
	9462	1					\$ 55.54		\$ 83.22		
447	9461	1	4	1	4	\$ 27.77		\$ 41.66			
	9462	1					\$ 111.08		\$ 166.64		
							\$4,242.62		\$ 6,524.69		

EXHIBIT A TOTAL COSTS TO PROVIDE SERVICE TO EPRFPD

Column1	Column2	Base Rate	CFAA
Chief		\$ 34.59	\$ 51.89
All Others		\$ 27.77	\$ 41.66
Total @ Base Rate			Total @ CFAA Rate
\$ 19,127.27			\$ 21,409.34

Total Apparatus Used During Response to EPRFPD

Column1	Total Response per Apparatus	hours over usu	Total Hour	Apparatus Cos
9400	11	7	18	3,546.00
9462	16		16	2,114.24
9461	11		11	1,354.54
9476	1		1	128.27
9423	1		1	141.96
9452	9		9	1,773
9477	1	5	6	769.62
9424	2		2	283.92
9450	6		6	851.76
9321	1	7	8	1,135.68
9352	4		4	788
9372	2	5	7	861.98
9322	1	7	8	1,135.68
				14,884.65

EXHIBIT A TOTAL COSTS TO PROVIDE SERVICE TO EPRFPD

Equipment Hourly Rates
Type 1 Engine \$141.96
Type 3 Engine \$128.27
Patrol Unit \$123.14
Water Tender \$121.17
Command Vehicle \$197.00

EXHIBIT B EPRFPD TAX REVENUE

Tax Assessment Revenue

Referencing EPRFPD's most recent final Budget for FY 2022/2023, which was approved during their September 19th, 2022 Board Meeting, the total revenue received by EPRFPD from tax assessments was **\$64,133.76**. The estimated split in coverage of EPRFPD between Beckwourth and Graeagle Fire was 2/3-1/3. Therefore Beckwourth's portion was figured at \$42,328.29 annual, broken down to \$3527.36 a month.

Budget attached below

EPRFPD Budget from above mentioned meeting

FY 2022/23 Budget-Eastern Plumas Rural Fire Protection District

REVENUE	FY 21/22		FY 22/23
	BUDGETED	YTD ACTUAL	BUDGETED
40010 Current Secured Taxes	\$ 54,276.38	\$ 56,446.26	\$ 56,446.26
40020 Current Unsecured Taxes	\$ 1,518.64	\$ 1,606.46	\$ 1,606.46
40040 Prior Unsecured Taxes	\$ 26.55	\$ 37.77	\$ 37.77
40130 Supplemental Tax	\$ 674.73	\$ 708.98	\$ 708.98
40150 Special Assessment	\$ 1,803.75	\$ 4,865.00	\$ 4,865.00
43010 Qrtly Interest	\$ 478.11	\$ 98.77	\$ 98.77
44230 Prop Tax - Home Owners	\$ 317.00	\$ 370.52	\$ 370.52
45071 Contracts Fire Protection	\$ 48,529.76	\$ 64,133.76	\$ 49,958.66
46060 Misc	\$ -	\$ 24,507.19	\$ -
46239 Donations	\$ 1,000.00	\$ -	\$ 1,000.00
46251 Reimbursements	\$ 5,000.00	\$ 374,051.67	\$ 5,000.00
FY 21-22 carryover			\$ 91,545.25
Total Revenues	\$ 113,624.95	526,826.38	\$ 211,637.67
Salaries/Employment Benefits			
51020 Other Wages	\$ 30,000.00	\$ 178,798.97	\$ 16,500.00
51070 Unemployment Insurance	\$ 1,200.00	\$ 7,151.96	\$ 660.00
51100 FICA/Medicare/OASDI	\$ 2,295.00	\$ 13,678.12	\$ 1,262.25
51110 Compensation Insurance	\$ 2,700.00	\$ 15,149.00	\$ 1,485.00
TOTAL Salaries & Benefits	\$ 36,195.00	214,778.05	\$ 19,907.25
52010 Clothing	\$ 6,000.00	\$ -	\$ 3,000.00
52020 Communications	\$ 3,000.00	\$ 948.00	\$ 100.00
52050 Insurance	\$ 7,500.00	\$ 23,710.92	\$ 24,500.00
52090 Maintenance Equipment	\$ 3,000.00	\$ -	\$ 4,000.00
52092 Maintenance Trucks	\$ 2,500.00	\$ 9,033.91	\$ 5,500.00
52095 Repair Safety Equipment	\$ 2,000.00	\$ -	\$ 2,000.00
52110 Fuel	\$ 8,000.00	\$ 9,159.84	\$ 8,500.00
52124 Tools & Equipment	\$ 1,000.00	\$ 1,543.92	\$ 1,500.00
52125 Communication Equipment	\$ 1,000.00	\$ -	\$ -
52130 Maintenance - Buildings	\$ 400.00	\$ 232.84	\$ 250.00
52160 Memberships	\$ 290.00	\$ 1,392.00	\$ 1,200.00
52170 Miscellaneous Expenses	\$ 250.00	\$ -	\$ -
52180 Office Expenses	\$ 250.00	\$ 699.33	\$ 250.00
52190 Professional Services	\$ 95,000.00	\$ 86,088.15	\$ 50,000.00
52443 Special Dept. Petty Cash	\$ -	\$ -	\$ -
52471 Special Dept. Grants	\$ -	\$ 6,435.00	\$ -
52550 Special Dept. Tax	\$ 1,580.66	\$ 1,602.68	\$ 1,605.00
52680 Fire Equipment	\$ -	\$ -	\$ -
52690 Special Dept. Contracts	\$ -	\$ 575.00	\$ -
52700 Special Dept. Training	\$ 300.00	\$ 353.41	\$ 253.49
52710 Special Dept. Medical Supplies	\$ 350.00	\$ 788.01	\$ 1,000.00
52750 Travel	\$ 350.00	\$ -	\$ -
52780 Utilities	\$ 10,000.00	\$ 20,073.24	\$ 20,000.00
52840 Contingencies	\$ 659.26	\$ 885.00	\$ 68,071.93
52950 Loan Repayment	\$ -	\$ -	\$ -
TOTAL Service & Supplies	\$ 143,429.95	163,521.25	\$ 191,730.42
54050 OFFEQUIP	\$ -	\$ -	\$ -
54201 RADIOEQUIP	\$ -	\$ -	\$ -
54260 MISCEQUIP	\$ -	\$ -	\$ -
54680 FIREEQUIP	\$ -	\$ -	\$ -
TOTAL Fixed Assets	\$ -	\$ -	\$ -
Budgeted			
Total Revenues	\$ 113,624.92	\$ 526,826.38	\$ 211,637.67
Expense Total	\$ 179,624.92	\$ 378,299.30	\$ 211,637.67
Balance	\$ (66,000.00)	\$ 148,527.08	\$ 0.00

EXHIBIT C INVOICE FOR FIRE PROTECTION APPORTIONMENTS

Beckwourth Fire District

180 Main St
Beckwourth, CA 96129
Phone (530) 832-1008 Fax (530) 832-5828

INVOICE

INVOICE #

DATE: 11/28/2023

TO:
Eastern Plumas Rural Fire Protection District

FOR:
Fire protection apportionment received or to be received by EPRFPD

DESCRIPTION			AMOUNT
2/3 portion of tax assessments	5 months	@ \$3527.36	\$17,636.80
TOTAL			\$17,636.80

Make all checks payable to **Beckwourth Fire District**

Total due by 2023. Overdue accounts subject to a service charge of 5% per month.

The Beckwourth Fire District is committed to the protection of life and property using as our model, safety, teamwork continuous education and training.