



MEETING DATE: April 2, 2025

FROM: Jack Rosevear

RE: Approve Agreement for Emergency Response to the Hallelujah Junction Fire Protection District

REASON FOR RECOMMENDED BOARD ACTION:

The agreement for fire protection and rescue service with the Hallelujah Junction Fire Protection District is due for renewal. The agreement must with the Beckwourth Peak FPD rather than the Sierra Valley FPD. The Board must approve the agreement to proceed with providing services to the Hallelujah Junction Community.

BACKGROUND:

The Hallelujah Junction Fire Protection District (Lassen County) has been contracted with the Sierra Valley FPD for many years to provide emergency response services to their Community. The contract has expired and it is necessary to form a new one, now with the Beckwourth Peak FPD. The prior agreement was rewritten and updated by District Counsel Josh Nelson. Meetings occurred between the two fire district board presidents and BPPFD staff. All parties are in agreement. The proposed agreement is attached for review and approval.

FISCAL IMPACT:

Non-renewal of the agreement would have a negative impact on the BPPFD budget. The agreement for protection has an annual growth factor with the current amount \$12,237.

IMPACTS TO THE CUSTOMER:

Negative impacts to the residents and visitors to the Hallelujah Junction area, if the agreement is not approved. Sierra Valley has been providing services to residents and area roadways for many years. Sierra Valley, and now Beckwourth Peak FPD are the closest first responders to fires, medical emergencies and vehicle accidents in that area. Negative impacts to life and property may occur if the agreement is not approved.

RECOMMENDATION:

Approve the agreement as proposed.

ATTACHMENTS:

- A. AGREEMENT FOR STRUCTURAL FIRE SUPPRESSION SERVICES - BBK REVIEW REVISED-C1 (3)
- B. 2025-03-28 18.16.45

**AGREEMENT FOR STRUCTURAL FIRE SUPPRESSION AND EMERGENCY
MEDICAL RESPONSE SERVICES
BETWEEN
THE BECKWOURTH PEAK FIRE PROTECTION DISTRICT
AND
THE HALLELUJAH JUNCTION FIRE PROTECTION DISTRICT**

This Agreement for Structural Fire Suppression and Emergency Medical Response Services (this “**Agreement**”) is made and entered into by and between the HALLELUJAH JUNCTION FIRE PROTECTION DISTRICT, hereinafter referred to as “**HJFPD**”, and the BECKWOURTH PEAK FIRE PROTECTION DISTRICT hereinafter referred to as “**BPFPD**”. HJFPD and BPFPD are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, the Beckwourth Peak Fire Protection District of Plumas County, California is duly organized and governed by the Fire Protection Law of 1987, is a functioning fire protection district and maintains and operates a fire suppression and emergency medical response organization within its clearly defined jurisdictional boundaries; and

WHEREAS, the Hallelujah Junction Fire Protection District of Lassen County, California is duly organized and governed by the Fire Protection Law of 1987, is located within an unincorporated area of Lassen County adjacent to the territorial boundaries of the BPFPD; and

WHEREAS, the HJFPD has no firefighting or emergency medical response infrastructure and wishes to obtain these services from the BPFPD to satisfy its obligations to its constituents; and

WHEREAS, the Parties recognize and intend that this Agreement will work for the mutual benefit of the Parties and the residents/constituents of the BPFPD and the HJFPD; and

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1

DISTRICT’S SERVICE OBLIGATIONS

1.1 BPFPD agrees, upon request made to BPFPD's dispatch center, to furnishing such fire protection volunteer personnel, resources, and facilities to HJFPD as may be necessary and available to suppress fire or mitigate any emergency incident of a type to which they ordinarily respond when it occurs within their geographic boundaries. The term of this Agreement shall be for a three (3) year period with an automatic two (2) year extension commencing on January 1, 2025.

1.2 The BPFPD agrees to respond, to the full extent of its capabilities, to requests for assistance with available equipment and personnel. It is understood by the Parties that the level of

the BPFDP's response shall be subject to the availability of equipment and personnel as determined by the Fire Chief of the BPFDP, in his/her sole discretion, or his/her or next available in command. In no event shall the BPFDP be required to deplete unreasonably its own fire protection or emergency resources in order to respond to a request for assistance that would in any way be detrimental to fire protection capability to the residents living within their own boundaries.

1.3 The BPFDP further agrees to provide certain non-emergency ancillary services, such as training and preventive inspections.

1.4 The HJFPD acknowledges that the BPFDP is principally a volunteer fire department with limited resources and volunteer personnel, and cannot be expected to provide the level of service that might be available by a fire department staffed by full time paid personnel. It is also aware that the BPFDP is unable to provide toxic chemical or hazardous material cleanup, etc.

1.5 Further, HJFPD agrees that the BPFDP services may include only assistance through an evacuation plan based upon the type of emergency call received. The BPFDP agrees to train, adopt and maintain a fire drill program for the safety of its constituents including practice/evaluation drills for all constituents within the HJFPD. The HJFPD agrees to maintain reasonable water and road access to allow the BPFDP the ability to get to and fight fires. The HJFPD shall safely maintain and not allow fire hazards to exist upon their constituent properties and they shall heed directives from BPFDP regarding fire safety and prevention.

ARTICLE 2

FINANCIAL PROVISIONS

2.1 As compensation for the BPFDP's services pursuant to this Agreement, the HJFPD will pay in advance, pursuant to California Health & Safety Code 13878, an annual standby charge for services. The Parties acknowledge that services can only be provided outside of the BPFDP jurisdictional boundaries if this agreement provides for payment to be made in advance for such services.

2.2 The standby charge in this renewed contract agreement dated 2025 will start at \$12,237.25 to be paid semi-annually in advance. The first installment shall be due by March 15 and the second installment shall be due by July 15. The standby charge shall be subject to increases annually in the amount of 2%. Please see the Rate Table (**Attachment 1**).

2.3 The BPFDP obligation to provide fire protection services will terminate on the fifteenth (15) day after non-payment of any installment. This provision is based upon the statutory requirement that fire protection services be paid in advance. Both Parties acknowledge that this is the law and that non-payment will result in an absolute forfeiture of services under this Agreement until the installment is paid. The charges computed are based upon a charge of \$100.00 for each residential structure and no more than \$500.00 per parcel. However, commercial/industrial parcels shall be charged \$200.00 per structure but no more than \$1,000.00 per parcel plus a 2% cost of living increase each year.

ARTICLE 3

GENERAL PROVISIONS

3.1 This Agreement is not subject to approval by the Local Agency Formation Commission (LAFCo) under Government Code section 56133(e)(1). Moreover, this Agreement does not constitute a “fire protection contract” under Government Code section 56134 as the predecessor to the BPPFD has provided services to HJFPD’s service area since prior to the enactment of that section. Notwithstanding to the foregoing, in the event that it is determined that LAFCo approval is necessary or advisable, the Parties shall cooperatively apply and obtain any necessary approvals. Prior to HJFPD contracting with BPPFD, HJFPD’s Out of Agency Service Agreement with Sierra Valley Fire Protection District was approved by the Plumas County Local Agency Formation Commission (LAFCo) in accordance with California Government Code 56133.

3.2 Insofar as reasonable, the Parties hereto shall use the terminology and organizational structure of the Incident Command System (ICS).

3.3 All requests for fire suppression made by HJFPD pursuant to this Agreement shall be made through established and approved communication channels to the BPPFD.

3.4 BPPFD equipment and personnel shall be released from emergency duties as soon as it is safe and reasonable to do so, taking into consideration the specific facts and circumstances of each fire call or emergency situation in which they have responded pursuant to this Agreement.

3.5 The HJFPD is required to provide and maintain water within a reasonable distance to existing structures and improved properties within the designated service areas, including hydrants and standpipes where feasible. They shall maintain water supplies, hydrants, and standpipes in good working condition and ensure reasonable access to these facilities at all times and under all weather conditions. In designing and construction its intended improvements to the property, HJFPD shall cooperate with BPPFD with the goal of ensuring the construction or availability of such improvements as are deemed necessary for adequate fire suppression. This section does not prescribe or otherwise require a minimum-level of fire suppression for HJFPD to provide to properties or residents within HJFPD, but rather identifies anticipated cooperation between the Parties concerning continued water availability adequate for fire suppression..

3.6 It is specifically understood and agreed by the Parties that BPPFD is not obligated to provide fire suppression services to any additional or expanded territory other than those improved parcels as shown in **Exhibit "A"** attached hereto. Further, regardless of the totality of the land within the jurisdictional territory of the HJFPD, BPPFD is not obligated to provide fire fighting in undeveloped areas with no available water supply.

3.7 The HJFPD shall designate in writing a contact person or persons authorized to discuss with the BPPFD service obligations consistent with this Agreement and any other matters pertaining thereto, and provide BPPFD with notice of such authorized person's identity, address, and phone number.

3.8 The laws of the State of California govern the interpretation and enforcement hereof, and the conduct of the Parties under this Agreement. Any claims or suits concerning this

Agreement shall be brought in, or alternative dispute resolution shall occur in, the County of Plumas, State of California. The prevailing Party in any such action shall be entitled to reasonable attorney fees and costs.

3.9 Failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, irrespective of the length of time for which that failure continues, is not a waiver of the Party's right to demand strict compliance by the other party in the future. All of the remedies available to a Party under this Agreement, or at law or in equity, are cumulative and not alternative, and invocation of any right or remedy is not a waiver or election of remedies with respect to any other permitted or available right or remedy.

3.10 Each of the Parties to this Agreement makes the following representations and warranties to the other Party:

(a) The persons who have executed this Agreement have been authorized to do so by the Party on whose behalf the Party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each Party has a good and legal right to enter into this Agreement and to perform all covenants of that Party contained in this Agreement.

(b) None of the warranties, representations, or statements made by any Party in this Agreement contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading. All representations and warranties of any Party shall be true on and as of the Effective Date.

3.11 This Agreement has been written and revised by representatives of both Parties contracting herein and presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement equally to each Party. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

3.12 The Parties, jointly and severally agree to defend, indemnify and hold harmless the BPFDP and its officers, employees, volunteers or agents, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, or every kind and nature whatsoever, for, but not limited to, injury to or death of any employees of the Party, or any other person, and damages to or destruction of property of any person, arising out of or in any manner directly or indirectly connected with this Agreement, however caused, regardless of any negligence of BPFDP or its officers, employees, or agents, be it active or passive, except the sole negligence or willful misconduct of BPFDP or its officers, employees, or agents. Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorney's fees and other legal expenses incurred by BPFDP and shall include any and all penalties imposed upon BPFDP on account of the violation of any law or regulation by the HJFPD.

3.13 This Agreement may only be modified by a written document, which has been signed by authorized representatives of all Parties.

3.14 The Parties hereby state that the Recitals, Exhibits, and Attachments are true and accurate. Further, the Recitals, Exhibits, and Attachments are fully incorporated into the terms and made an integral part of this Agreement.

3.15 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and assigns.

3.16 Notwithstanding any other term hereof, this Agreement is subject to re-negotiation in the event that the constituents within the HJFPD subdivide or construct additional and substantial improvements on their properties, and/or in the event of reduced tax revenues.

3.17 There are no third party beneficiaries to this Agreement.

The terms as set forth above are agreed to by each authorized party signatory below:

Beckwourth Peak Fire Protection District

Cary Curtis, President, BPFDP

Date

Hallelujah Junction Fire Protection District

Doris Woloszyn, Chairperson, HJFPD

Date

ATTACHMENT 1: RATE TABLE

The following chart is based on 2% increases yearly per the Agreement beginning with the base year 2025 through 2029

January 2025	\$12,237.25
January 2026	\$12,482.00
January 2027	\$12,731.64
January 2028	\$12,986.27
January 2029	\$13,246.00

EXHIBIT A
PARCEL MAP AND LIST

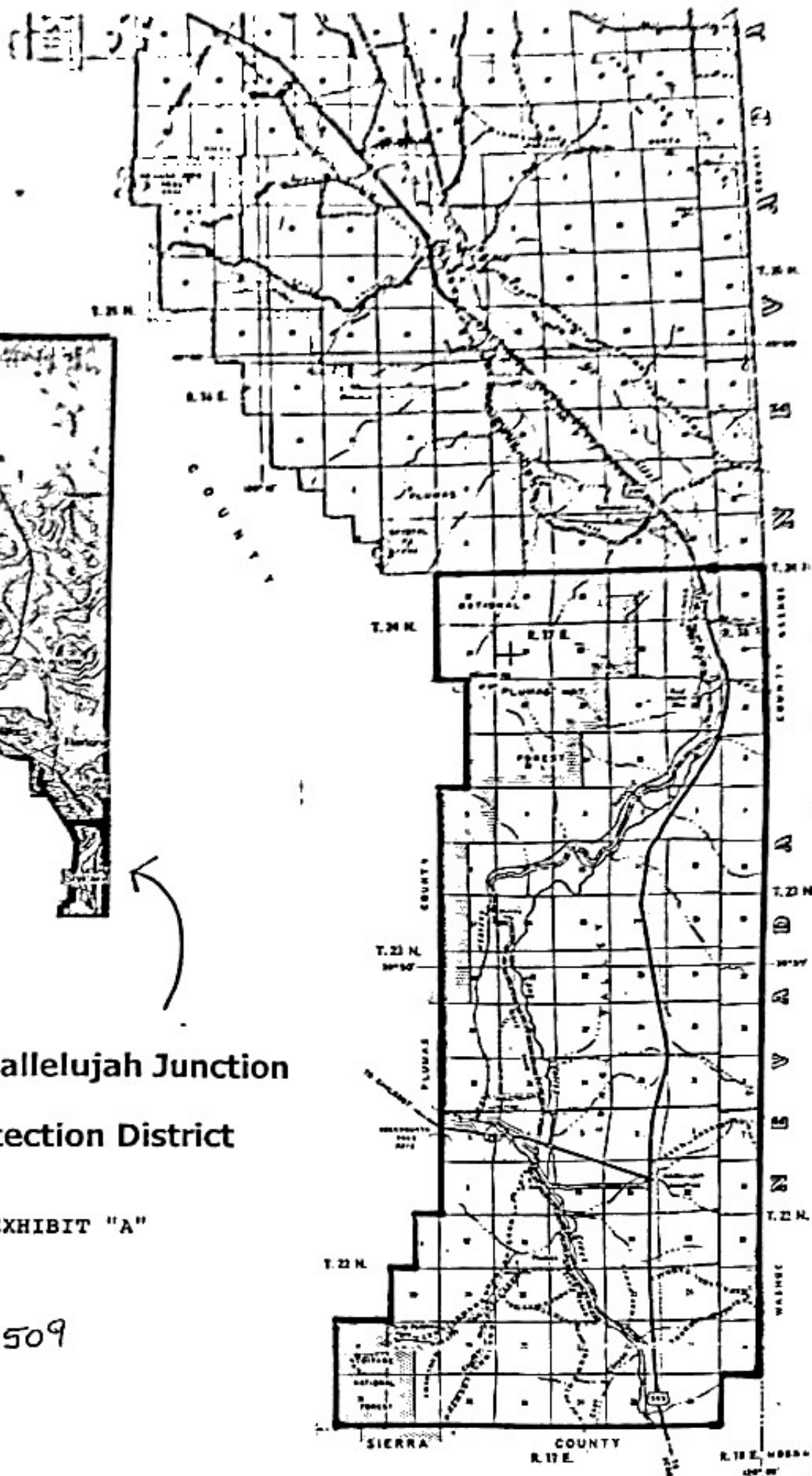
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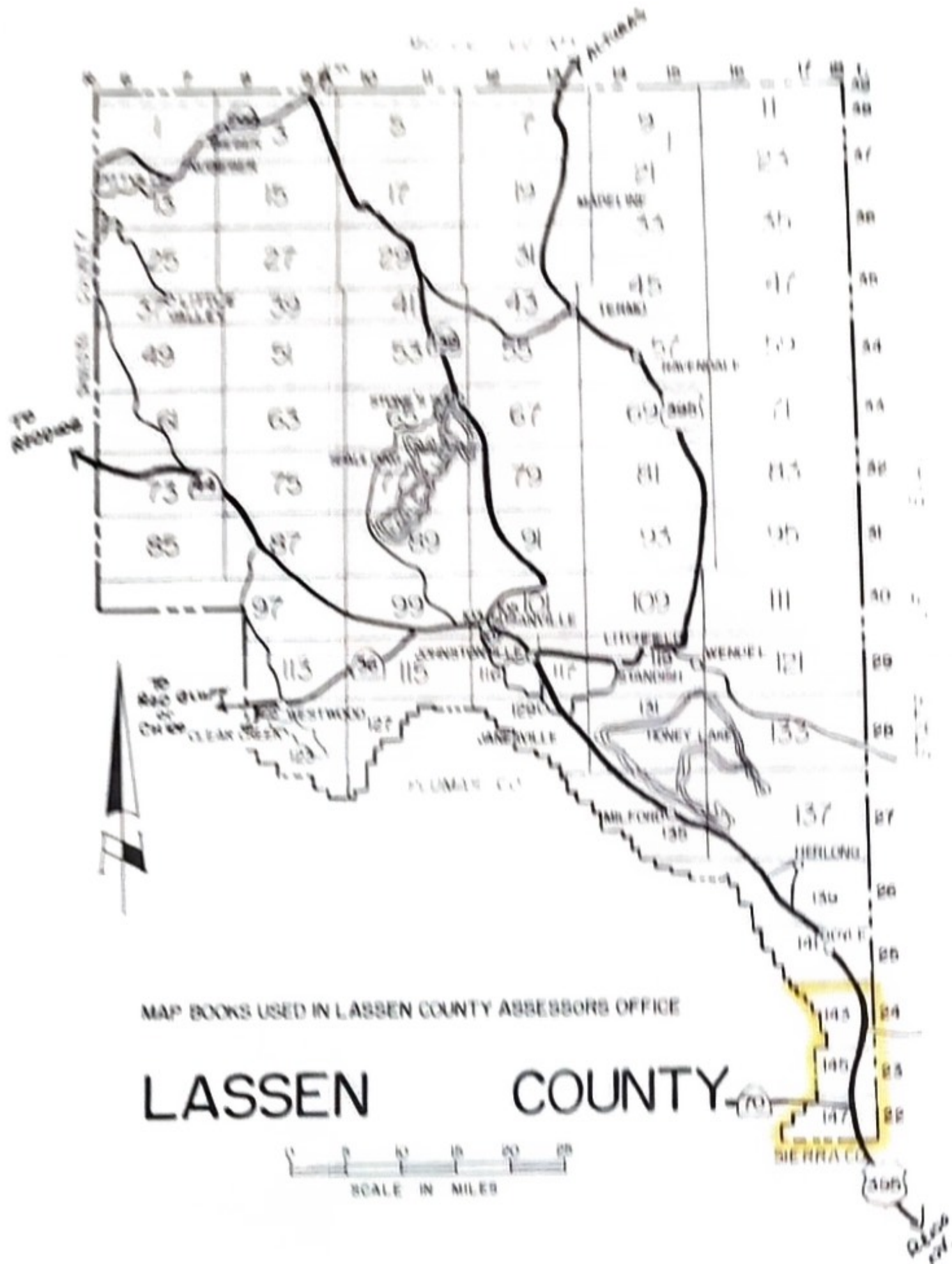


**Hallelujah Junction
Fire Protection District**

EXHIBIT "A"

Precinct 509





County of LASSEN
DIRECT CHARGE TAX CODE DETAIL
From Tax Code: 50510, Thru Tax Code: 50510

Asmt	Count	Sec Amt	Unsec Amt	Inactive
N				
50510 Hallalulla Junct Fire Prot				
<u>Applies to: Specific Asmts Only</u>				
143-070-020-000		137.34		
143-070-021-000		137.34		
145-020-013-000		137.34		
145-030-022-000		250.64		
145-040-026-000		137.34		
145-040-027-000		137.34		
145-040-032-000		137.34		
145-040-034-000		137.34		
145-040-036-000		137.34		
145-040-039-000		137.34		
145-040-040-000		137.34		
145-060-013-000		412.02		
145-060-016-000		137.34		
145-060-017-000		137.34		
145-060-018-000		274.68		
145-060-019-000		137.34		
145-060-020-000		137.34		
145-060-021-000		137.34		
145-060-025-000		137.34		
145-070-002-000		137.34		
145-070-018-000		137.34		
145-070-022-000		137.34		
145-070-029-000		137.34		
147-020-012-000		274.68		
147-020-027-000		137.34		
147-020-043-000		274.68		
147-020-045-000		137.34		
147-020-046-000		686.70		
147-020-047-000		137.34		
147-030-003-000		137.34		
147-030-010-000		501.26		
147-030-018-000		387.98		
147-050-005-000		274.68		
147-050-023-000		137.34		
147-050-035-000		137.34		
147-050-040-000		137.34		
147-050-041-000		137.34		
147-050-044-000		137.34		
147-050-046-000		137.34		
147-050-047-000		137.34		
147-050-048-000		137.34		
147-050-049-000		137.34		
147-060-005-000		137.34		
147-060-009-000		137.34		
147-060-017-000		137.34		
147-060-020-000		137.34		
147-060-021-000		137.34		
147-060-022-000		274.68		
147-060-023-000		137.34		
147-060-024-000		137.34		

County of LASSEN
DIRECT CHARGE TAX CODE DETAIL
From Tax Code: 50510, Thru Tax Code: 50510

Asmt	Count	Sec Amt	Unsec Amt	Inactive
N				
50510 Hallalulla Junct Fire Prot				
<u>Applies to: Specific Asmts Only</u>				
147-080-026-000		137.34		
147-080-027-000		137.34		
147-080-022-000		137.34		
147-080-023-000		274.68		
147-090-019-000		137.34		
147-090-020-000		137.34		
147-100-001-000		137.34		
147-100-013-000		137.34		
TOTAL 50510	58	10,341.66	.00	