



MEETING DATE: June 4, 2025

AGENDA ITEM: 10. Approval of Automatic Aid Agreements: Sierra County Fire District, Graeagle Fire District, City of Loyalton Fire Department

FROM: Jack Rosevear

RE: Approval of Automatic Aid Agreements

REASON FOR RECOMMENDED BOARD ACTION:

The Board should approve automatic aid agreements with other agencies.

BACKGROUND:

Presented for approval are automatic aid agreements with Graeagle Fire District, Sierra County Fire District and the City of Loyalton Fire Department. These fire agencies are adjacent to the BPPFD boundaries to the west, east and south. These departments are rural and staffed with volunteer firefighters. Each of the agencies need assistance from one another when a significant incident occurs. There has been long standing relationships between each department and what is now the BPPFD. Each of the agreements are formatted the same way but specify the areas and incidents which each will respond to one another. Each of the three agreements have already been approved by the Fire Chiefs and respective Board of Directors/City Council.

One area of correction from our Insurance Services Office (ISO) review, several months ago, was the lack of written automatic aid agreements. The objective of these agreements are to improve relationships and assist one another with additional resources when needed for vehicle accidents and fires, which endanger life and property.

The request to assist one another are infrequent and will not have a negative impact on our daily operations. There is no obligation to respond if any of the agencies are committed to other incidents. In fact, our operations are strengthened by having additional resources coming to an incident, as we often are not staffed to handle a significant incident on our own. The same is true with each of the agencies we have formed this agreement with.

District Counsel has reviewed and approved the agreement format.

FISCAL IMPACT:

No fiscal impact. The District benefits by receiving no cost assistance to major incidents within the District by our neighboring fire agencies, including the US Forest Service.

IMPACTS TO THE CUSTOMER:

Positive impacts regarding mutual response and additional firefighters arriving on the scene of fires and other major incidents in our communities.

RECOMMENDATION:

Adopt the agreements as submitted. The format has been approved by legal counsel and the three fire agency boards.

ATTACHMENTS:

- A. AUTO AID WITH LOYALTON FD
- B. AUTO AID BECKWOUTH PEAK AND GRAEAGLE 2025 FINAL
- C. AUTO AID BECKWOUTH PEAK SIERRA COUNTY 2025 FINAL

AGREEMENT FOR AUTOMATIC RESPONSE BETWEEN

Beckwourth Peak Fire Protection District

And

City of Loyalton Fire Department

This agreement, made and entered into this 30 day of April, 2025, by and between the above named fire agencies enter into the following automatic aid agreement;

WHEREAS, the parties are geographically adjoined; and

WHEREAS, both parties desire to exchange certain fire and emergency services in order to provide the most emergency services to both jurisdictions; and

WHEREAS, the response of equipment and appropriate personnel by an agency to assist the other shall be automatic upon notification of the emergency, subject to availability;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject always to availability of equipment and personnel, the parties agree as follows.

1. The Loyalton Fire Department agrees to provide an automatic response to reported Structure fires, Wildland fires and Vehicle Accidents with appropriate equipment and personnel to the following areas within the Beckwourth Peak Fire Protection District response areas:
 - a. Highway 49 from Sierra County line to Highway 70
 - b. Plumas County Road A-24, Dyson Lane, Sierra Valley Road and surrounding area.
 - c. The Communities of Vinton and Chilcoot (Fires Only)
2. The Beckwourth Peak Fire Protection District agrees to provide an automatic response to reported Structure fires, Wildland fires and Vehicle Accidents with appropriate equipment and personnel to the following areas within the City of Loyalton Fire Department response area;
 - a. Highway 49- Sierra County in LFD response area
 - b. The Communities of Loyalton and Sierra Brooks

PROTOCOLS:

1. The Incident Command System (ICS) and local fire department protocols shall govern during incident responses involving automatic mutual aid.
2. The use of privately owned vehicles (POV's) when responding to automatic mutual aid shall be kept to an absolute minimum to avoid creating unsafe conditions and parking congestion at the scene of the incident.

3. Proper firefighting Personnel Protective Equipment (PPE) must be worn at all times. Firefighters without proper PPE will be excused from the incident.

MUTUAL AID AGREEMENTS:

1. The Beckwourth Peak Fire Protection District will respond state-wide to all requests for mutual aid within the limits of available staffing and equipment capabilities.
2. The Beckwourth Peak Fire Protection District will respond to all neighboring fire districts as mutual aid as requested within the limits of available staffing and equipment capabilities.

GENERAL PROVISIONS:

1. It is understood and agreed between the parties hereto that the responsibilities for providing fire protection to each response area shall remain paramount for each agency's personnel, apparatus and equipment. In the event of a conflict, each agency should give priority to incidents occurring within its own jurisdiction, or that directly impact its own jurisdiction.
2. This agreement shall not be construed as or deemed to be an agreement for benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. The parties expressly retain any applicable immunity for claims related to adequate fire protection and do not warrant any minimum amount of protection to any third party.
3. Each agency being made as part of this agreement shall maintain appropriate vehicle, worker's compensation, and liability insurance to protect against any liability for both bodily injury and property damage arising out of or in connection with the performance of the insured party, its officers, agents and employees, under this agreement.
4. The terms of this agreement shall be reviewed annually, commencing from the date hereinabove written; provided however that this agreement and all obligations hereunder shall be continued until either party terminates this agreement in writing. Written confirmation of contract termination or amendment, signed by both agencies, shall be provided to the appropriate dispatch center.
5. This agreement may be terminated without cause by either agency upon written notice to the other thirty (30) days or more prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties
hereto have executed this agreement as
set forth below:

Cary Curtis, President

Beckwourth Peak Fire Protection
District

Shawn Bywood Fire Chief 4/30/25
City of Loyalton Fire Department

AGREEMENT FOR AUTOMATIC RESPONSE
BETWEEN

Beckwourth Peak Fire Protection
District And
Graeagle Fire Protection District

This agreement, made and entered into this 4th day of June, 2025, by and between the above named fire agencies enter into the following automatic aid agreement;

WHEREAS, the parties are geographically adjoined; and

WHEREAS, both parties desire to exchange certain fire and emergency services in order to provide the most emergency services to both jurisdictions; and

WHEREAS, the response of equipment and appropriate personnel by an agency to assist the other shall be automatic upon notification of the emergency, subject to availability;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject always to availability of equipment and personnel, the parties agree as follows.

1. The Graeagle Fire District agrees to provide an automatic response to all fires, vehicle accidents and medical emergencies from Hwy 70 east of C Road to Willow Creek Rd.
2. The Graeagle Fire District agrees to provide an automatic response to reported Structure fires and Wildland fires with appropriate equipment and personnel to the following areas within the Beckwourth Fire Protection District response areas:
 - a. County Rd. A-15 to the City of Portola
 - b. The City of Portola and surrounding areas.
 - c. The Community of Beckwourth.
3. The Beckwourth Fire Protection District agrees to provide an automatic response to reported Structure fires and Wildland fires and with appropriate equipment and personnel to all areas of the Graeagle Community and the Graeagle Fire Protection District. Also included is the C-Road Community.

PROTOCOLS:

1. The Incident Command System (ICS) and local fire department protocols shall govern during incident responses involving automatic mutual aid.
2. The use of privately owned vehicles (POV's) when responding to automatic mutual aid shall be kept to an absolute minimum to avoid creating unsafe conditions and parking congestion at the scene of the incident.

3. Proper firefighting Personnel Protective Equipment (PPE) must be worn at all times. Firefighters without proper PPE will be excused from the incident.

MUTUAL AID AGREEMENTS:

1. The Beckwourth Peak Fire Protection District will respond state-wide to all requests for mutual aid within the limits of available staffing and equipment capabilities.
2. The Beckwourth Peak Fire Protection District will respond to all neighboring fire districts as mutual aid as requested within the limits of available staffing and equipment capabilities.

GENERAL PROVISIONS:

1. It is understood and agreed between the parties hereto that the responsibilities for providing fire protection to each response area shall remain paramount for each agency's personnel, apparatus and equipment. In the event of a conflict, each agency should give priority to incidents occurring within its own jurisdiction, or that directly impact its own jurisdiction.
2. This agreement shall not be construed as or deemed to be an agreement for benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. The parties expressly retain any applicable immunity for claims related to adequate fire protection and do not warrant any minimum amount of protection to any third party.
3. Each agency being made as part of this agreement shall maintain appropriate vehicle, worker's compensation, and liability insurance to protect against any liability for both bodily injury and property damage arising out of or in connection with the performance of the insured party, its officers, agents and employees, under this agreement.
4. The terms of this agreement shall be reviewed annually, commencing from the date hereinabove written; provided however that this agreement and all obligations hereunder shall be continued until either party terminates this agreement in writing. Written confirmation of contract termination or amendment, signed by both agencies, shall be provided to the appropriate dispatch center.
5. This agreement may be terminated without cause by either agency upon written notice to the other thirty (30) days or more prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties
hereto have executed this agreement as
set forth below:

Cary Curtis, President

Beckwourth Peak Fire Protection
District



Graeagle Fire Protection District

AGREEMENT FOR AUTOMATIC RESPONSE
BETWEEN

Beckwourth Peak Fire Protection
District And
Sierra County Fire Protection District #1

This agreement, made and entered into this 4th day of June 2025, by and between the above named fire agencies enter into the following automatic aid agreement;

WHEREAS, the parties are geographically adjoined; and

WHEREAS, both parties desire to exchange certain fire and emergency services in order to provide the most emergency services to both jurisdictions; and

WHEREAS, the response of equipment and appropriate personnel by an agency to assist the other shall be automatic upon notification of the emergency, subject to availability;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject always to availability of equipment and personnel, the parties agree as follows.

1. The Sierra County Fire Protection District #1 agrees to provide an automatic response to reported Structure fires and Wildland fires with appropriate equipment and personnel to the following areas within the Beckwourth Fire Protection District response areas:
 - a. From The Sierra/Plumas County line, North on County Rd. A-23 to the intersection of Hwy. 70.
 - b. From County Rd. A-23, East on the Marble Hot Springs Rd. to County Rd. A-24.
 - c. The Communities of Beckwourth and Portola
2. The Beckwourth Peak Fire Protection District agrees to provide an automatic response to reported Structure fires and Wildland fires and Vehicle Accidents with appropriate equipment and personnel to the following areas within the Sierra County Fire Protection District #1 response area;
 - a. From the Sierra/Plumas County line, South on County Rd. A 23 to and including the townships of Sattley, Calpine and Sierraville.

PROTOCOLS:

1. The Incident Command System (ICS) and local fire department protocols shall govern incident responses involving automatic mutual aid.
2. The use of privately owned vehicles (POV's) when responding to automatic mutual aid shall be kept to an absolute minimum to avoid creating unsafe conditions and parking congestion at the scene of the incident.

3. Proper firefighting Personnel Protective Equipment (PPE) must be worn at all times. Firefighters without proper PPE will be excused from the incident.

MUTUAL AID AGREEMENTS:

1. The Beckwourth Peak Fire Protection District will respond state-wide to all requests for mutual aid within the limits of available staffing and equipment capabilities.
2. The Beckwourth Peak Fire Protection District will respond to all neighboring fire districts as mutual aid as requested within the limits of available staffing and equipment capabilities.

GENERAL PROVISIONS:

1. It is understood and agreed between the parties hereto that the responsibilities for providing fire protection to each response area shall remain paramount for each agency's personnel, apparatus and equipment. In the event of a conflict, each agency should give priority to incidents occurring within its own jurisdiction, or that directly impact its own jurisdiction.
2. This agreement shall not be construed as or deemed to be an agreement for benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. The parties expressly retain any applicable immunity for claims related to adequate fire protection and do not warrant any minimum amount of protection to any third party.
3. Each agency being made as part of this agreement shall maintain appropriate vehicle, worker's compensation, and liability insurance to protect against any liability for both bodily injury and property damage arising out of or in connection with the performance of the insured party, its officers, agents and employees, under this agreement.
4. Beckwourth Peak Fire Protection District shall indemnify, defend and hold Sierra County Fire Protection District #1, its Officers, Directors and Volunteers, harmless on account of any claims, demands, losses, judgements, including attorney's fees and costs, as may be occasioned by or resulting from the acts or omissions of Beckwourth Peak Fire Protection District, its operators, agents and employees in the performance of rendering of services pursuant to this Agreement.
5. Sierra County Fire Protection District #1 shall indemnify, defend and hold Beckwourth Peak Fire Protection District, its Officers, Commissioners, and Volunteers, harmless on account of any claims, demands, losses, judgements, including attorney's fees and costs, as may be occasioned by or resulting from the acts or omissions of Beckwourth Peak Fire Protection District, its operators, agents and employees in the performance of rendering of services pursuant to this Agreement.

6. The terms of this agreement shall be reviewed annually, commencing from the date hereinabove written; provided however that this agreement and all obligations hereunder shall be continued until either party terminates this agreement in writing. Written confirmation of contract termination or amendment, signed by both agencies, shall be provided to the appropriate dispatch center.
7. This agreement may be terminated without cause by either agency upon written notice to the other thirty (30) days or more prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties
hereto have executed this agreement as
set forth below:

Cary Curtis, President

Beckwourth Peak Fire Protection
District

Sierra County Fire Prot. District #1