

This brief is being provided to inform the Board, staff and public of the details of a Board agenda. The President of the Board will provide board members, staff, and the public the opportunity to ask questions about this topic when this agenda item is announced.

Date: September 4, 2024

Originator: Jack Rosevear, Fire Chief

Purpose: Continuation of Rental/Lease Agreement- Grizzly Station (BPPFD Station 4)

Desired Action by the Board: Terminate Rental/Agreement

Supporting Documents Included: No

1. **Description:**

The USFS has rented space at the Grizzly Station for many years. The USFS staffs the station year-round with a wildland fire engine and battalion chief. The crew and battalion chief occupy a truck bay and two offices. Rent is \$450 monthly. I have calculated average monthly utility costs of the District at \$617 per month. The USFS has not paid the rent for approximately twenty months. The District continues to fund the USFS without compensation. The District continues to pay the utility bills.

The USFS now proposes converting to a ten-year lease agreement with the District. Chief Osburn was told directly by Plumas Forest management that the reason for non-payment of rent was the Beckwourth Fire District refused to sign the USFS annual operations agreement, which specifies that if called to a fire in USFS jurisdiction, there will be no reimbursement to the District for the first twelve hours of work. The USFS, at past incidents, released District crews prior to the 12th hour, repeated the next day and the day after. Local fire districts, in Plumas and other counties have rejected this denial of compensation, even though districts must pay their employees without reimbursement. In El Dorado County, the USFS resolved the problem, and all Districts signed the agreement, which is the same as Plumas County. The El Dorado Forest added one simple line that allows the incident commander to reimburse a district if they arrive at scene and take action. Reimbursement payments to districts come from the forest's budget, which seems to be a primary consideration with the Plumas FS.

I was told by USFS management that the lack of rent payment is not the result of refusal to sign the operating agreement. Back rent will be paid in October 2024, when their budget year ends. The Plumas FS requests a ten-year lease to continue to house their crew and battalion chief.

At the August 7th board meeting, Directors L. Smith and C. Curtis were appointed to participate with me in a meeting with USFS Management, to discuss back rent and a future lease agreement. On August 13, 2024, we met with Chief Don Fregulia, Fire Management Officer for the Plumas National Forest. There were no other Forest Service Managers in attendance. We learned his perspective of the agreement, background and current relationship. No reasonable explanation was given about why so many months have passed without the agreed monthly rent being paid. It is my understanding that the USFS cannot pay us because we did not sign the Forest Operations Agreement. I have been told both that this

is the reason, and it is not the reason. The Operations Agreement is apparently the mechanism by which the USFS can pay us. It was agreed by the County Fire Chiefs Association that the agreement would not be signed until a resolution was made regarding no pay for up to 12 hours on mutual aid requests into the Forest. We had been previously paid by the USFS in the past and we did not receive any notification from USFS management that rent payment would not or could not be made. Chief Osburn was told as late as Spring 2024 that back payments would be made soon. It was not until the District transitioned to Peak that there was proposal for a new 10 year agreement and that the back rent would be paid in October 2024.

2. **Reason for Recommended Board Action :**

The sub-committee believes the current rent agreement and future lease proposal is not in the best interest of the District, considering approximately 20 months have passed without rent and the District continues to pay utilities and other expenses, averaging \$617 per month in addition to \$2,000 for snow removal each year. The use of the station can be more productive if we have full access. We would like to explore the possibility of a sleeper program at the station, in addition to the use of a bay for apparatus repairs. We have several committed staff members who reside in the area of the station. Chief Fregulia told the sub-committee that a separation would be “amicable” and they have other locations to house their engine and battalion chief. We do not believe that USFS will accept a lease agreement for a reasonable market rate for the station lease (\$3,000-\$3,500 plus utilities). A potential lease agreement could not be crafted, reviewed and brought back to the Board for several months, if not until 2025. USFS procurement staff have put the lease draft on hold in July.

3. **Anticipated Impacts to the District (negative and/or positive):**

No negative impacts to the budget, considering the District has been paying expenses on the station, which would be the District’s responsibility anyway, without the USFS being there. To continue in this fashion, with a rental agreement not being honored, would result in negative budget impact, especially with the onset of winter.

4. **Impacts to the Customer:**

Negative budget impacts affect our ability to manage the District efficiently. There are no off-setting benefits to the District having USFS personnel and equipment at our station. USFS personnel do not respond to emergency incidents unless it is a fire and directly threatening their jurisdiction, which includes State Responsibility Area. They will not automatically respond, less they overhear radio traffic of a fire near the forest. Otherwise, it must be requested with a specific reason of fire threat to the Forest. They will not respond to medical emergencies.

5. **Recommendation (s):**

Terminate the rental agreement with USFS Plumas and allow adequate time for them to find a replacement location. Prepare the station for the possibility of a firefighter sleeper program.

