



Beckwourth Peak Fire Protection District
AGENDA

Regular Meeting
July 03, 2024 05:00 PM
180 Main St, Beckwourth, CA 96129

Board of Directors

President Richard McLaughlin • Vice-President Daniel Smith • Director Cary Curtis • Director Melissa Klundby • Director Larry Smith

REASONABLE ACCOMMODATIONS

In compliance with the American Disabilities Act (ADA), the district will make every reasonable attempt to accommodate any attendee or participant at this meeting needing special assistance beyond what is normally provided. Please contact Beckwourth Peak Fire Protection District at 530-832-1008 at least 48 hours prior to this meeting to inform us of your particular needs. Beckwourth Peak Fire Protection District will determine if your particular needs can be accommodated.

1. Call to Order

- A. Roll Call
- B. Pledge of Allegiance

2. Public Comments

Discussion  [Comment](#)

Members of the public are invited to address the District on any matter of interest to the public that is not on the agenda for a period of time not to exceed 3 minutes. Pursuant to the Brown Act, the District cannot discuss or take any action on items not listed on the posted agenda but may add to a future agenda matters brought up under public comments for appropriate action at a future meeting

3. Public Hearing on Annexation of Eastern Plumas Rural Fire Protection District

Discussion **Possible Action**  [Comment](#) [View Item](#)

Beckwourth Peak FPD Board to hold a public hearing, as noticed in the Mountain Messenger, on Annexation of Eastern Plumas Rural Fire Protection District.

4. Consent Agenda

Discussion **Possible Action**  [Comment](#) [View Item](#)

These items are expected to be routine and non-controversial. The Board of Directors will act upon them at one time without discussion. Any board members, staff member or interested party may request that an item be removed from the consent agenda for discussion.

- A. Approval of minutes from the Board Meeting held 6/5/2024.

B. Approval of District Financials for June 2024

5. New Fire Chief Introduction

Discussion Possible Action  [Comment](#)

The new Fire Chief Officer will be introduced by the Board.

A. Chief Jack Rosevear Introduction

B. Oath of Office

C. Badge Pinning

6. Asset Transfer Agreement from City of Portola

Discussion Possible Action  [Comment](#) [View Item](#)

Review and approve the final copy of Asset Transfer Agreement from the City of Portola.

7. Letter Requesting the Waiver of the Individual Application Process for Current BFD and SV Fire Staff Members

Discussion Possible Action  [Comment](#) [View Item](#)

Letter of recommendation from Chief Osburn, requesting the application process of the Beckwourth Peak FPD be waived for current members of staff of Beckwourth Fire and Sierra Valley Fire, to expedite staffing for the new district

8. Conflict of Interest Code

Discussion Possible Action  [Comment](#) [View Item](#)

District to review and possibly adopt Conflict of Interest code received from BBK.

A. Staff Report Concerning Conflict of Interest Code Adoption

B. Notice of Intention

C. Resolution #2024.06 to Adopt Conflict of Interest Code with Code Attached

9. Policy Review

Discussion Possible Action  [Comment](#) [View Item](#)

Review and Possible Adoption of District Policies

A. Policy 2130: Investment of District Funds

B. Policy 2150: Reserve Policy

C. Policy 1145: Work Period

D. Policy 4235 Types of Board Meetings

E. Policy 4240: Board Member Meeting Attendance

10. Committee Progress Update

Discussion  [Comment](#) [View Item](#)

Board will receive updates from Committee Leads on Progress/ Tasks completed

A. Finance Committee:

~Brief Budget Update

~Tax Waiver Update

B. Operations Committee:

~ DMV title transfers

~ update on organization & numbering schemes

~Utilities Transfer

C. Admin Committee

~Email Update

11. Board/ Staff Communications

Discussion  [Comment](#)

Update on any communications of interest to BPPFD

12. Future Agenda Items

Discussion  [Comment](#)

Any item requested to be included on the next meetings agenda.

13. Next Board Meeting

Discussion  [Comment](#)

The next meeting is scheduled for August 7, 2024

14. Adjournment

RE: Status of Eastern Plumas Rural Fire Protection District Annexation

BACKGROUND:

January 23, 2024 – Annexation Committee met with Plumas LAFCo and Eastern Plumas Rural FPD (EPRFPD) to open discussion about the annexation of EPRFPD into Beckwourth Peak FPD/BPFPD.

January 29, 2024 – Annexation Committee met with EPRFPD representatives to discuss a path forward and immediate steps to accomplish to bring a similar resolution of both districts for review and approval by the respective district board of directors.

April 15, 2024 – Rep from Annexation Committee and President of EPRFPD board visited with county department heads to ensure there is knowledge of the potential annexation and to gain their input on next steps and tasks to complete.

May 2, 2024 – A complete inventory of all Eastern Pluma Rural FPD stations and equipment was conducted by Beckwourth FPD.

May 28, 2024 – Plumas LAFCo Executive Officer provided edits to the drafted resolution of annexation

June 13, 2024 – Beckwourth Peak FPD legal counsel provided review and edits to the resolution

July 3, 2024 – At 5:00pm, Beckwourth Peak FPD board of directors holds a Public Hearing to consider adoption of the Resolution of Annexation of Eastern Plumas Rural FPD. Resolution number 2024.05

July 12, 2024 – At 6:00pm, Eastern Plumas Rural FPD board of directors holds a Public Hearing to consider adoption of the Resolution of Annexation to Beckwourth Peak FPD.

EXECUTIVE SUMMARY:

The draft resolution for Annexation is complete. BPFPD legal counsel has reviewed the resolution and provided edits which all have been accepted. On July 3, 2024, the clerk of the Beckwourth Peak Board of Directors will open a Public Hearing at 5:00pm to hear public comment and for the board to consider adoption of the Resolution of Annexation, number 2024.05. Once public comment and board consideration has concluded, the public hearing will close, and the board clerk will record the board's decision of adopting the resolution. The board clerk will then open the regular meeting of the board for July 3, 2024.

Tax Exchange

PlanWest Partners is in the process of crafting a Tax Exchange agreement that will need BPPFD board and Board of Supervisor approval. We know that the Lake Davis area, consisting of 300 or so parcels, does not receive tax sharing. It is unknown as to why at the time, the request by Eastern Plumas Rural FPD to establish a tax sharing agreement with the county was not approved. In conversation with Collette Metz of PlanWest Partners, we agreed to pursue establishing a both basis and an incremental tax exchange agreement with the county for the parcels within the Eastern Plumas Rural FPD service area that do not currently receive tax exchange benefit. The basis will be determined by the average of the combined agreements in place for EPRFPD. We will request a transfer of all other tax exchange benefits that are currently in place for Eastern Plumas Rural FPD.

Next Steps

The table below represents next steps to be accomplished if both Beckwourth Peak FPD and Eastern Plumas Rural FPD adopt substantially similar resolutions of annexation.

Annexation Task List

<u>Task</u>	<u>Owner</u>	<u>Status</u>
Compile LAFCo Application Documents	Both	Substantially complete
Meet with County Administrator to provide update and introduce Tax Exchange proposal	Both or BPPFD	Request for meeting submitted
Submit Package to LAFCo	Eastern Plumas	About July 20
LAFCo to amend BPPFD SOI	LAFCo	August 12 meeting
LAFCo to consider approving the application for annexation	LAFCo	August 12 meeting
Negotiate Tax Sharing w/County	Beckwourth Peak	July - Sept
Tax Exchange Agreement Considered by board of Sups.	County/BoS	Oct.
File with BOE	LAFCo	11/1/24
Annexation Complete		December 31, 2024

RECOMMENDATIONS:

Consider adoption of Beckwourth Peak FPD Resolution of Annexation number 2024.05

FISCAL IMPACT:

There is no immediate financial impact to Beckwourth Peak FPD. Long term, a thorough financial review of the annexation fiscal impacts to BPPFD needs to be done and understood as it relates to post annexation.



BECKWOURTH PEAK FIRE PROTECTION DISTRICT

RESOLUTION NO. 2024.05

RESOLUTION OF APPLICATION BY THE BECKWOURTH PEAK FIRE PROTECTION BOARD OF DIRECTORS REQUESTING THE PLUMAS LOCAL AGENCY FORMATION COMMISSION TO INITIATE PROCEEDINGS FOR THE ANNEXATION OF EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT TERRITORY TO THE BECKWOURTH PEAK FIRE PROTECTION DISTRICT AND THE DISSOLUTION OF EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT

WHEREAS, Beckwourth Peak Fire Protection District in conjunction with Eastern Plumas Rural Fire Protection Agency approving substantially similar resolutions and listed within this resolution, desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code and California Health and Safety Code Sections 13800-13970, also known as the Fire Protection District Law of 1987, for the annexation of Eastern Plumas Fire Protection District territory to the Beckwourth Peak Fire Protection District and the concurrent dissolution of the Eastern Plumas Fire Protection District with transfer of responsibility to provide fire protection, emergency medical and rescue services contingent upon the annexation request as authorized by the Plumas Local Agency Formation Commission (LAFCo) and approved by the board of directors of Eastern Plumas Rural Fire Protection District and the board of directors of Beckwourth Peak Fire Protection District; and

WHEREAS, the Eastern Plumas Rural Fire Protection District, (EPRFPD) and the Beckwourth Peak Fire Protection District, (BPFDP or District) hereinafter referred to as “Participating Fire Agencies”, are authorized to provide fire protection, emergency medical and rescue services within their respective boundaries directly or by contract based on their respective formation documents and principal acts (California Government Code Section 38600, et seq., and California Health and Safety Code Section 13800, et seq.); and

WHEREAS, the Eastern Plumas Rural Fire Protection District Board of Directors discovered serious issues within the department relating to lack of certifications, lack of volunteers, and inability to provide critical services throughout the district. On June 21, 2023, the Board of Directors of EPRFPD held an Emergency Meeting to initiate a suspension of fire response operations to allow the district to restructure, recruit, and reassign duties for EPRFPD over the following six-month period. On June 22, 2023, EPRFPD issued a letter to impacted agencies of their Board of Directors’ decision to cease fire and medical response operations and cited Mutual Aid Coverage for services. After discussions with Plumas LAFCo and Plumas Board of Supervisors, agreement was reached by Beckwourth Fire Protection District and Graeagle Fire Protection District to temporarily cover fire protection, medical and rescue response within the EPRFPD service territory for a period of six months commencing on June 22, 2023. To date, EPRFPD has been unable to restore critical emergency response services within the district and any plans to restore these services have not been effective. After further discussion with Plumas LAFCo, the Board of EPRFPD, held a meeting on January 15, 2024, to discuss options for the district. With an overwhelming response from EPRFPD

constituents supporting annexation, the EPRFPD Board of Directors held a meeting on February 19, 2024, voting unanimously to pursue annexation with Beckwourth Peak Fire Protection District; and

WHEREAS, on January 23, 2024, representatives from the Board of Directors of EPRFPD and BPFDP met with Plumas LAFCo to discuss annexation and the procedural process necessary to achieve successful annexation; and

WHEREAS, on January 29, 2024, the representatives from both districts met to align ownership of steps necessary to successfully complete the annexation requirements by December 31, 2024; and

WHEREAS, on June 5, 2024 the Board of Directors of BPFDP voted to support and pursue the annexation of EPRFPD territory into the BPFDP boundaries and service area, effectively to create an efficient, effective and sustainable emergency services system for the EPRFPD response area; and

WHEREAS, the Plumas LAFCo, hereinafter referred to as Commission, serves as the review authority over the formation and reorganization of cities and special districts as contained in and authorized by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, hereinafter referred to as “the Act”, commencing with Section 56000 of the California Government Code; and

WHEREAS, the Act establishes the process pursuant to which citizens or legislative bodies of local agencies may seek the reorganization of cities and districts; and

WHEREAS, in order to facilitate the annexation of EPRFPD, through adoption of this resolution of application, the EPRFPD has assumed the principal role in initiating the proposal and requesting the Commission to commence its review process by the filing of an application with the appropriate fees paid by EPRFPD; and

WHEREAS, the proposed reorganization is consistent with the adopted sphere of influence for EPRFPD and ensuring there is no duplication of services within the resulting boundaries, through dissolution of EPRFPD as indicated by the “Zero Sphere of Influence” adopted for EPRFPD; and

WHEREAS, the BPFDP sphere of influence will require amendment for consistency with the application; and

WHEREAS, notice of intent to adopt this resolution of application has been given, and this Board has conducted a public hearing based upon this notification, and has received and considered comments presented at that hearing; and

WHEREAS, the territory proposed to be annexed is considered to be inhabited (more than 12 registered voters) and a description of the boundaries of the territory to be included and a map of the proposed boundary designated as set forth in Exhibit #A, are attached hereto and by this reference incorporated herein; and

WHEREAS, the reasons for the proposed annexation are as follows:

1. EPRFPD’s service boundaries lie as a separate and distinct service area yet surrounded entirely by the BPFDP service boundaries. Since June 2023, EPRFPD has experienced and continues to experience the inability to provide fire protection and emergency medical services within its service area. Cited reasons include:
 - a. Inability to recruit a fire chief.
 - b. Inability to recruit and retain firefighters.
 - c. Insufficient revenue to maintain ever increasing costs and requirements.

- d. Inability to maintain equipment, apparatuses and facilities.
2. Since June of 2023, local fire agencies have been responding to all fire, medical emergency and rescue callouts for EPRFPD and there are no plans by EPRFPD to re-establish these services. The annexation would allow the BPPFD to better meet the emergency fire, rescue, and medical needs of EPRFPD. The newly annexed territory will create a uniform level of service within the entirety of its territory that is adequately funded and managed and which would allow:
 - a. Better utilization of resources.
 - b. Enhanced capital asset planning and streamlined improvement process.
 - c. Enhanced response to emergency incidents based on key operational activities performed by paid professionals, paid part-time readiness staff, expanded paid personnel, fleet and station readiness, and district-wide uniform training and procedures.
 - d. Reduced operating and administrative costs while increasing service levels.
 - e. Enhanced efficiency of management through combining of technology infrastructure, fleet maintenance, and other administrative functions.
 - f. Enhanced and standardized public education outreach.
 - g. Elimination of dispatch and other agency confusion of territorial response boundaries; and

WHEREAS, it is desired to require that the proposed annexation be subject to the following Terms and Conditions:

1. A territorial new boundary be established for BPPFD as identified in Exhibit #A, map and legal description of boundaries of the combined territories.
2. Eastern Plumas Rural Fire Protection District be dissolved, and Beckwourth Peak Fire Protection District named the successor, including all rights, responsibilities, properties, contracts, assets and liabilities, and functions of the EPRFPD and any funds to which it succeeds may be expended and properly disposed of as provided by Division 12, Part 2.7, Chapter 1, Health & Safety Code, Fire Protection District Law of 1987 (commencing with Section 13800 et seq.), as itemized in Asset Transfer Schedules Exhibit #C, Eastern Plumas Rural Fire Protection District.
3. All full- or part-time employees of EPRFPD shall be invited and encouraged to apply with BPPFD.
4. BPPFD, the successor agency, shall function under and carry out all authorized duties and responsibilities assigned to a Fire Protection District as outlined in the Division 12, Part 2.7, Chapter 1, Health & Safety Code, Fire Protection District Law of 1987 (commencing with Section 13800 et seq.) and other applicable laws, with the exception of ambulance services presently provided throughout the territory to be included by Eastern Plumas Healthcare District.
5. A tax exchange agreement shall be negotiated with the County of Plumas to allocate a property tax revenue structure for the EPRFPD to the successor agency, as provided for in Government Code Section 56810.
6. Pursuant to Government Code section 57330, owners of developed and undeveloped parcels within the boundaries of EPRFPD will be assessed a 2023 voter approved annual Special Tax at the parcel level as currently administered by BPPFD as described in Exhibit #E, that includes the following provisions:
 - a. The Special Tax at the parcel level will be assessed annually for Assessor's Parcels located entirely or partially within the Eastern Plumas Rural Fire Protection District boundary, based on land use types provided by the Assessor's Office. The special tax

will raise funds to adequately provide fire and medical emergency response services to the newly annexed territory. This Special Tax is identical to the voter approved Beckwourth Peak Fire Protection District Special Tax of 2023. The revenue derived supports the operation of a regional fire protection district to provide community fire and emergency medical response services. The Special Tax is a condition of annexation and is not subject to approval by voters within Eastern Plumas Rural Fire Protection District.

- b. Low Income Exemption – BPPFD recognizes the special tax may create a burden for low-income property owners in the region. For this reason, BPPFD has established procedures for implementing a Low-Income Exemption, to allow landowners who fall within the U.S. Department of Housing and Urban Development (HUD) income limits for “very low” or “poverty level” to apply for a partial or complete exemption from the tax.
 - c. Contiguous Parcel Exemption – Beckwourth Peak Fire Protection District has established procedures for a Contiguous Parcel Exemption to allow Assessor's Parcels which are categorized as Rate ID "C" as used solely for timber production or agricultural grazing, upon approval of an application of the owners thereof to the District, to be treated as a single parcel for the purposes of this special tax.
 - d. Inflationary Adjustment – The special tax includes an inflationary adjustment to account for the ever-increasing costs of fire equipment, apparatus, diesel fuel, insurance and other items which typically increase at rates that exceed average inflation. Beckwourth Peak Fire Protection District maintains the right to retain its purchasing power in future years, and thus, the inflationary clause allows the Board of Beckwourth Peak Fire Protection District to adjust the tax annually, if needed, by no more than the cost of living as measured by the Consumer Price Index (CPI) for All West Urban Consumers, Non-seasonally Adjusted, for the Preceding Year (Bureau of Labor Statistics Series ID CUUR400SAO). This increase will not exceed 3% each year and must be approved by resolution at a properly noticed public hearing.
 - e. The initial Special Tax amount, as approved by BPPFD voters on November 7, 2023, shall be apportioned to property at a base rate of \$110 for improved single family residential parcels under 1,800 square feet, and parcels with other uses will be charged at various rates based on usage. (See Exhibit “F” BPPFD Special Tax Schedule).
 - f. The first Plumas County filing of the Special Tax for EPRFPD property owners requesting the County to collect the tax will occur on August 10, 2025. EPRFPD property owners will see the first billing on their November 2025 property tax bill.
7. All previously authorized charges, fees, assessments, and/or special taxes currently in effect and dedicated to fire protection or emergency medical response, now levied or collected by EPRFPD including improvement or assessment districts thereof, shall upon annexation, cease to be levied and collected.
 8. Upon annexation, all parcels within the boundary of EPRFPD are subject to all charges and fee structure that balance the needs of BPPFD for funding and cost of services and the burdens on property owners. All charges and fee structure programs will be rendered and adopted by the BPPFD Board of Directors and administered and codified through resolution or ordinance.
 9. Indebtedness of EPRFPD, if any, shall remain the legal obligation of only the lands and areas which incurred such indebtedness; however, the outstanding indebtedness, at the time of annexation, shall transfer to BPPFD.

10. The composition of the BPFDP board of directors is a five (5) member board of directors, elected at-large, each of whom must be a registered voter residing within the district. Upon annexation, registered voters residing within the boundaries of the former EPRFPD are eligible to serve on the BPFDP board.
11. The services to be provided by the successor District shall be provided in a manner consistent with the “Plan for Services” attached hereto as Exhibit #B and incorporated herein by reference.
12. Upon execution of this resolution and until the application for annexation is approved and effective, both parties agree that BPFDP will serve as the sole financial administrator for EPRFPD, thus authorizing BPFDP full control of the financial assets and liabilities of EPRFPD.
13. Upon execution of this resolution and until the application for annexation is complete and effective, EPRFPD will execute a release of liability and hold harmless against BPFDP, and allow BPFDP access and control of all EPRFPD facilities, and allow BPFDP to make use of EPRFPD apparatuses and equipment to provide fire protection, emergency medical and rescue services to EPRFPD.
14. Upon execution of this resolution and until the application for annexation is complete and effective, EPRFPD will assist in the disposal of all non-functional/inoperable vehicles and equipment as deemed by BPFDP.
15. Upon execution of this resolution and until the application for annexation is complete and effective, EPRFPD will return/reallocate US Forest Service equipment and vehicles as deemed by BPFDP.
16. Upon execution of this resolution, EPFPD will provide BPFDP their most recent audit report.
17. Upon execution of this resolution and until the application for annexation is complete and effective, EPFPD will preserve all documents and information related to, financial reports, audits, records, contracts, deeds, easements, registrations, correspondence, personnel, and the like, and upon completion of annexation, will make these documents available to BPFDP.

WHEREAS, the EPRFPD has assumed Lead Agency status for this project under the California Environmental Quality Act (CEQA), with BPFDP serving as a Responsible Agency; and

WHEREAS, EPRFPD has determined that this project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15320 (Changes in organization of local agencies) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment – where the activity consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised – and that does not involve development or a change in the manner for which an existing service is provided.

WHEREAS, EPRFPD and BPFDP have determined that since a majority of the members of both of the legislative bodies are adopting substantially similar resolutions of application for this annexation, the Resolution of Application meets the criteria for requesting a waiver of proceedings as set forth in Government Code Section 56853 with regard to the annexation and dissolution applications; and

NOW THEREFORE BE IT RESOLVED, by the Beckwourth Peak Fire Protection District as follows:

SECTION 1. Findings of Facts. The above recitals are adopted as findings of fact.

SECTION 2. Adoption of Resolution of Application. This Resolution of Application is hereby adopted and approved, and the Local Agency Formation Commission of Plumas County is hereby requested to take proceedings for the reorganization of territory described in Exhibit #A (Map and Boundary Description) consisting of the annexation and dissolution of EPRFPD according to the terms and conditions stated above and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56000, et seq.

SECTION 3. California Environmental Quality Act CEQA. EPRFPD has determined that this project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15320 (Changes in organization of local agencies) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment – where the activity consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised – and that does not involve development or a change in the manner for which an existing service is provided. BPFDP concurs with this determination as the responsible agency.

SECTION 4. Other Acts. The Officers and staff of the District are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents, which, in consultation with District Counsel, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any and all such actions previously taken by such Officers or staff members are hereby ratified and confirmed.

SECTION 5. Effective Date. This Resolution shall take effect upon adoption.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Beckwourth Peak Fire Protection District at a regular meeting thereof held on the day of _____, 2024, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

_____ President

_____ District

ATTESTED:

_____ District Secretary

Attachments:

Exhibit A, Map and legal description of proposed fire protection district boundaries.

Exhibit B, Plan for Services.

Exhibit C, Eastern Plumas Rural Fire Protection District Schedule of Asset Transfer.

Exhibit D, Eastern Plumas Rural Fire Protection District – Four Deeds of Trust.

Exhibit E, Financial Plan and Proposed Beckwourth Peak FPD Budget – Post Annexation January 1, 2025-June 30, 2025.

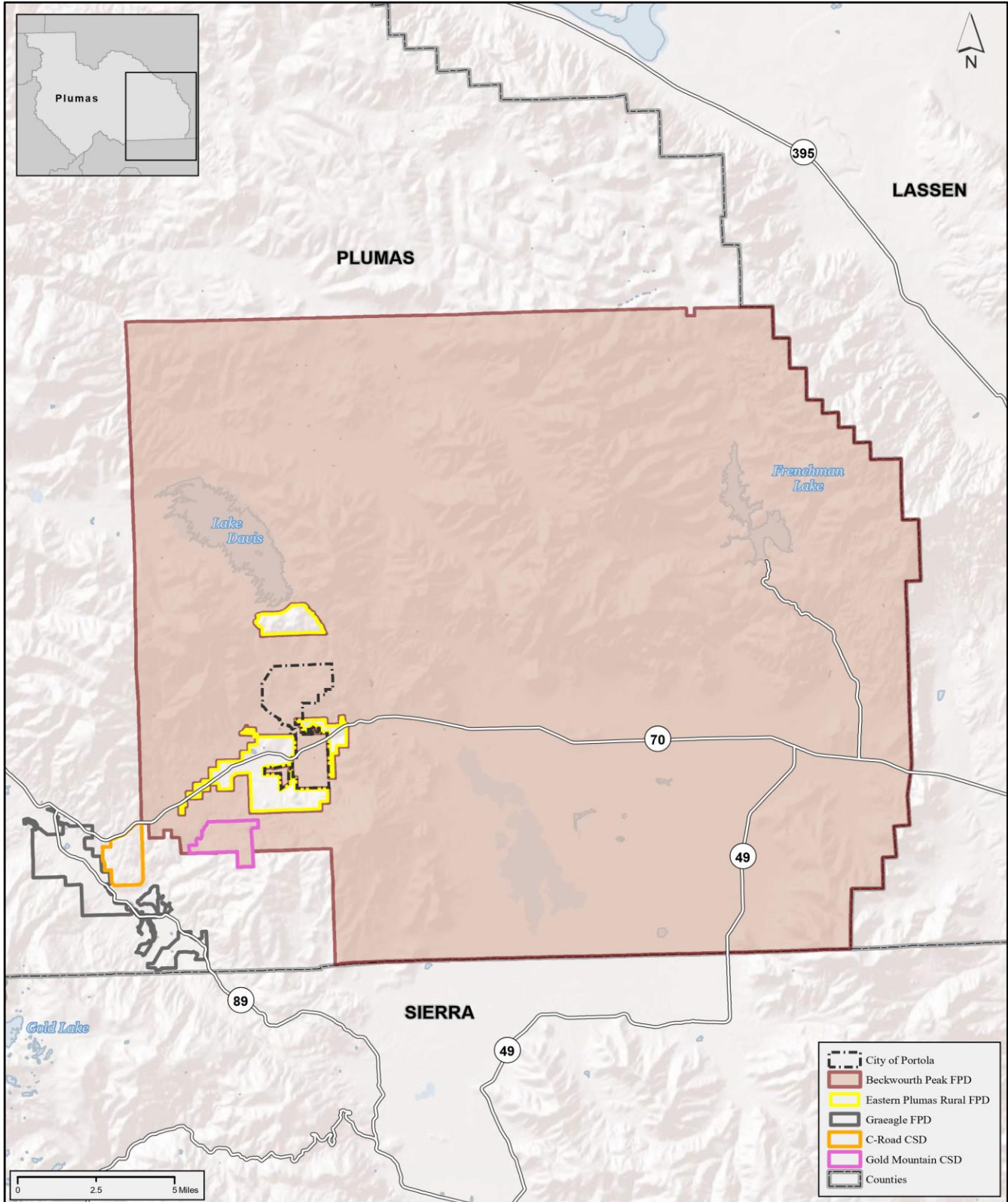
Exhibit F, 2023 Beckwourth Peak FPD Special Tax Schedule.

Exhibit A: Map and legal description of the proposed Annexation and new service area of Beckwourth Peak Fire Protection District

Proposed New Beckwourth Peak Fire Protection District Service Area

With the proposed annexation of Eastern Plumas Rural FPD, communities to be served by Beckwourth Peak FPD include Beckwourth, Gold Mountain, Vinton, Chilcoot, Delleker, Lake Davis and the City of Portola.

DRAFT



Eastern Plumas Rural FPD Reorganization: Dissolution and Concurrent Annexation into Beckwourth Peak FPD

Map Date: 5/15/2024

Exhibit B: Plan for Services

DRAFT

Plan for Services

This plan for service supports the proposed annexation and details how services will be provided and funded by BPFDP. It has been prepared according to the information required by §56653(b) of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH act) which states: (b) The plan for providing services shall include all of the following information and any additional information required by the commission or the executive officer: (1) An enumeration and description of the services currently provided or to be extended to the affected territory. (2) The level and range of those services. (3) An indication of when those services can feasibly be extended to the affected territory if new services are proposed. (4) An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed. (5) Information with respect to how those services will be financed. A plan for services considers the services, capacity, cost and adequacy of services within an area and how those services would be affected by the proposed action.

Proposed Annexation

The proposed annexation would serve to consolidate and reorganize services currently provided by EPRFPD, including structural fire response, emergency medical response and rescue services, into an existing regional fire district, BPFDP. This annexation will enhance services and response to the communities served by EPRFPD and BPFDP and will provide consistency in levels of service throughout the entirety of the BPFDP boundaries. The consistent and reliable funding sources of BPFDP to support services throughout the annexed territory will be carried forward to EPRFPD, including,

- a) The Plumas County transfer approval of existing EPRFPD tax sharing increments to BPFDP.
- b) Application of the approved BPFDP Special Tax ballot measure dated November 7, 2023, across all parcels within the service territory of EPRFPD.
- c) CalFire and USFS large incident support response revenue.
- d) Fundraising efforts.
- e) Miscellaneous service fees enacted by the board of directors of BPFDP.

Since June 2023, BPFDP has provided fire and emergency medical services to EPRFPD and has become familiar with its territories, customers and nuisances, all without compensation to BPFDP. Without the ability for EPRFPD to re-establish their operations, this annexation provides a path forward for EPRFPD, and establishes a revenue source for services already being provided by BPFDP.

BPFDP will endeavor to adhere to the National Fire Protection Association (NFPA) performance standard for volunteer and other combined fire departments, (NFPA 1720). This standard, among other guidelines, identifies target response time performance for structure fires.

With adequate services already being provided by BPFDP to EPRFPD, these services are planned to continue through the annexation process.

The annexation will result in the dissolution of the EPRFPD. All assets of EPRFPD will be transferred to the BPFDP as the successor agency. The BPFDP is governed by a five-member board of directors with staggering terms in office and elected by the registered voters residing within the boundaries of the entirety of the district.

“Dissolution” means the disincorporation, extinguishment, or termination of the existence of a district and the cessation of all its corporate powers, except as the commission may otherwise provide pursuant to Section 56886 or for the purpose of winding up the affairs of the district (Government Code section 56035).

Current Challenges

Lack of Business to Conduct:

EPRFPD has been non-operational since June 21, 2023, and in contrast to what was initially stated, the district has not developed a path forward to reopen and support emergency response service and there are no future plans to re-open the district for business. In the extended non-operational status of EPRFPD, the district continues to collect revenue in the form of taxes, assessments and contract services when EPRFPD structure fire and emergency response services have ceased.

Board Vacancies:

EPRFPD has struggled to maintain a full seated board of directors. In 2023, the district was unable to obtain a quorum due to lack of board members and subsequently was unable to conduct business for a period of five months.

No Fire Personnel:

EPRFPD ceased operations on June 21, 2023, due to lack of a fire chief and no firefighters. Efforts to recruit and fill these positions have been unsuccessful.

Inconsistent Funding:

As detailed in the Plumas LAFCo Eastern Plumas Fire Municipal Service Review dated October 17, 2022, EPRFPD has struggled with and at times, has not had sufficient revenue to support operations. With the loss of two contracts with neighboring agencies, City of Portola and Gold Mountain CSD, the department’s ability to provide services and maintain facilities and equipment has greatly diminished. Long term, annexation to BPFDP will allow for savings through elimination of redundancy, staffing costs, efficiency gains and greater purchasing power.

Irregular Boundaries:

Most of the service area of EPRFPD sits squarely in the center of BPFDP. EPRFPD present bounds encompass approximately eight square miles. The boundary area consists of two non-contiguous parts. The larger part surrounds the City of Portola and stretches from Willow Creek in the west to Grizzly Ranch in the east. The smaller of the two areas is located by Lake Davis.

With the portion of EPRFPD boundary surrounded by the City of Portola, which now is served by BPFDP, confusion exists with sheriff 911 dispatch and with all emergency responders in eastern Plumas County.

Strain on Neighboring Fire Agencies to Cover Without Compensation:

Fire districts were formed to provide structure fire and all risk services within a specific jurisdictional boundary where services are supported by revenue from a combination of taxes, fees, and fundraising. When a fire district is unable to provide these services, it places tremendous pressure on neighboring agencies to ensure emergencies are being handled. In the case of EPRFPD, the district’s board of directors determined in June of 2023, that the district did not have a Chief or any firefighters to provide emergency services and voted to stand down their operations for six months while the

district re-built their service capabilities. Without compensation, Beckwourth Fire Protection District and Graeagle Fire Protection District stepped up temporarily and have provided emergency response service to EPRFPD callouts. The now extended non-operational status of EPRFPD has placed a tremendous financial and staffing burden on both agencies as EPRFPD has failed to negotiate in good faith for paid service contracts with the two agencies providing coverage.

Population and Growth

Ninety-eight percent of the existing land uses within the EPRFPD’s boundary area are agricultural and undeveloped properties, with some forest zones. Residential, commercial and industrial uses are mostly concentrated around the City of Portola. There are some residential and recreational areas in the Lake Davis portion of the District. EPRFPD boundaries encompass a total of eight square miles. EPRFPD’s boundary area included 5,284 acres, 1,486 residential unit equivalents, 827 structures, and 1,443 lots.

Based on average household size throughout the County of 2.21 people during the period of 2016-2020, the estimated population within EPRFPD’s boundaries is 3,284.

The estimated combined population within the BPFDP and EPRFPD is approximately 7,099 based on Plumas LAFCo Eastern Plumas Fire MSR dated Sept. 17, 2022.

The area has observed slow residential growth in last the ten years.

It should also be noted that there is a significant seasonal variation in population, particularly as it relates to tourists and resort facilities within the area.

Affected Agency	Population
Beckwourth Peak FPD	3,815
Eastern Plumas Rural FPD	3,284
Total Proposed Population Served	7,099

Source: Plumas LAFCo Eastern Plumas Fire MSR 9/2022

Sphere of Influence

During the Eastern Plumas Fire study conducted over the period of 2019-2023, and in anticipation of the formation of a newly formed regional fire district in Eastern Plumas County, Plumas LAFCo set the Sphere of Influence for EPRFPD to Zero. The Sphere of Influence for the BPFDP is approved to be 'coterminous' with the boundaries of the newly formed district. The BPFDP Sphere of Influence will require an amendment to include the territory within EPRFPD prior to the annexation for consistency.

Facilities and Capacities

EPRFPD operates three fire stations – one in Delleker, the second in the Lake Davis area, and the third in the Iron Horse community. The District owns all three stations.

The October 17, 2022, Eastern Plumas Fire Municipal Services Review detailed the condition of the three fire stations as provided by Eastern Plumas Rural FPD –

The Delleker (#1) and Lake Davis (#2) stations were reported to be in fair condition, and the Iron Horse (Station #3) station was described to be in poor condition, as it is only adequate for housing vehicles and equipment and inadequate for personnel due to lack of water source. The Lake Davis station water reserves are represented by a 4,000-gallon water tank.

Infrastructure Needs

All three EPRFPD facilities require work and need to be updated. A storage container was added to the Delleker Station in 2021 to address storage capacity needs. The three stations require the installation of showers.

Station	Year Built	Condition
Delleker #1	1991	Fair *No showers
Lake Davis #2	1998	Fair *Failed exhaust system, no showers
Iron Horse #3	2002	Poor *No water or showers

Facility condition definitions: Excellent-relatively new (less than 10 years old) and requires minimal maintenance. Good-provides reliable operation in accordance with design parameters and requires only routine maintenance. Fair- operating at or near design levels; however, non-routine renovation, upgrading and repairs are needed to ensure continued reliable operation. Poor- cannot be operated within design parameters; major renovations are required to restore the facility and ensure reliable operation.

Facility Improvements/Upgrades/Contingencies:

Delleker Station #1 - Although the Delleker station is owned by EPRFPD, a recorded easement with conditions exists for access by a driveway to the back of the Delleker station to allow for fire vehicle and engine drive through to the equipment bays. The easement held by Grizzly Lake Community Services District (formerly known as the Grizzly Lake Resort Improvement District), is subject to evaluation and negotiation of continuance upon the dissolution of EPRFPD. The Delleker station is the most viable of the three EPRFPD facilities, however, it does require improvements to bring the facility to code.

Lake Davis Station #2 – This facility and parcel on which it is constructed is wholly owned by EPRFPD. The heat venting system at this facility is non-operable and requires repair prior to opening for operations. An outdoor 4,000-gallon water tank has been installed to provide a water source. There are no showers in this facility. Extensive upgrades would be required to bring this facility to code and as an operational station.

Iron Horse Station #3 – This station sits on an easement held by the Iron Horse Community and is subject to re-negotiation when EPRFPD vacates. The facility is a smaller non-insulated steel building that can house two small vehicles. Room for meetings or administrative facilities does not exist within the footprint of the building. The facility does not have a water source. Heat is provided by propane.



Delleker Station #1



Lake Davis Station #2



Iron Horse Station #3

**Exhibit C: Eastern Plumas Rural Fire Protection District
Schedule of Asset Transfer**

Schedule of Asset Transfer

Upon completion and certification of annexation, EPRFPD shall be dissolved, and BPPFD named the successor agency, including all rights, responsibilities, properties, contracts, assets and liabilities, and functions of EPRFPD.

Real Property

Facility	Address	APN and Acreage
Delleker	141 Delleker Dr. Portola, CA 96122	125-382-06 125-382-07 125-382-08 Easement
Lake Davis	6796 Lake Davis Rd., Portola, CA 96122	Portion of 025-240-86
Iron Horse	5585 Semaphore Rd., Portola, CA 96122	126-043-13 LOT #42 *Land to revert back to Iron Horse. BPPFD to renegotiate usage

Personal Property

Apparatus ID	Year and Manufacturer	Details
9851	2000 Ford VIN#95694	Rescue 9851 recommended for disposal
9821	1997 Spartan VIN#21823	Structure Engine - Pumper
9823	1991 Pierce VIN#00582	Structure Engine #2 9823 – Pump failure. Possible filter missing causing mud and debris to be sucked into pump
9832	1979 INTL VIN#11313	Lake Davis Water Tender
9873	1996 INTL VIN#76433	Wildland Type 3
9876	2004 Ford VIN#34842	Type 6
9878	2003 Ford VIN #76380	Wildland Type 6 – 9878 inspect for tank water damage
TRAILER	1980 ID#V96416	Semi-Trailer parked behind Delleker Station
	MAKO BAM06H-E1	Breathing Air Compressor
	Circul-Air	Electric Fire Hose Dryer
	Husky-Pro Compressor	Located in Delleker Bay
	Multiple Compressors	Located in Delleker Bay
	Chainsaws	Located in Delleker Bay
		All remaining Fire Department sundry supplies, clothing, safety gear, and equipment

CALFIRE Apparatus Loan Program

Apparatus ID	Year and Manufacturer	Details
9857	2008 Chevy VIN#58240	Pickup Truck
9871	1994 Ford VIN#43420	9871 - Wildland Type 3 – old manual transmission model
9872	2004 INTL VIN#20361	9872 – Wildland Type 3
		Pumps on 9878 and 9876 are government excess property. Cannot be sold
		Slide in unit at “C” Road community station

Exhibit D: Eastern Plumas Rural Fire Protection District – Four Grant Deeds

- 1) Delleker Station #1 - Grant Deed for Station Parcel
- 2) Delleker Station #1 - Grant Deed for Easement
- 3) Lake Davis Station #2 - Grant Deed
- 4) Iron Horse Station #2 – Grant Deed Easement

Delleker Station #1 –

- Grant Deed for Station Parcel
- Grant Deed Easement from Grizzly Lake Community Services District for access from alternate ingress/egress to the back of the station

5747

RECORDING REQUESTED BY EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT

MAIL TAX STATEMENT TO P.O. BOX 1431 PORTOLA, CA. 96122 WHEN RECORDED MAIL TO

RECORDED AT REQUEST OF Government Agency AUGUST 20, 1990 AT 35 MIN. PAST 10 VOL. 529 PAGE 1 OFFICIAL RECORDS PLUMAS CO., CA RECORDS JUDITH WELLS, RECORDER FEE No Fee

Name EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT Street Address P.O. BOX 1431 City & State PORTOLA, CA. 96122

ORDER NO. ESCROW NO.

SPACE ABOVE RECORDER'S USE ONLY

GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) decl(s):

Documentary transfer tax is \$ 0

- (X) Computed on full value of property conveyed, or () Computed on full value less value of liens and encumbrances remaining at time of sale. () Unincorporated area () City of Tax Parcel No.

Grizzly Lake Resort Improvement District

FOR A VALUABLE CONSIDERATION,

HEREBY GRANT TO

GRIZZLY LAKE RESORT IMPROVEMENT DISTRICT

EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT

the real property in the County of PLUMAS, State of California, described as:

A PORTION OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 13 EAST M.D.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING LOT 2 OF THAT CERTAIN MAP RECORDED IN BOOK 6 OF RECORD SURVEYS AT PAGE 112, PLUMAS COUNTY RECORDS. APN 125-382-06

X Dated August 15, 1990

Signature of Eugene Allan, Chairman of Grizzly Lake Resort Improvement District

(Individual Acknowledgment)

STATE OF CALIFORNIA

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property owned by the deed or grant dated AUGUST 15, 1990 from the Grizzly Lake Resort Improvement District, a Resort Improvement District, to the Eastern Plumas Rural Fire Protection District, a Fire Protection District, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the Eastern Plumas Rural Fire Protection District, pursuant to authority conferred by resolution of the said Board of Directors adopted on AUGUST 6, 1990, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: AUGUST 15, 1990

EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT

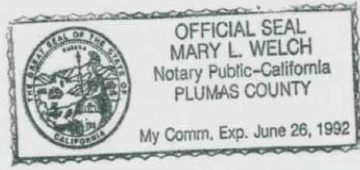
By Leonard Ross

CHICAGO TITLE INSURANCE COMPANY
INDIVIDUAL
Staple

STATE OF CALIFORNIA }
COUNTY OF PLUMAS } SS.
On this 15TH day of AUGUST, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LEONARD ROSS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name is subscribed to the within instrument and acknowledged that HE executed the same.

Signature Mary L. Welch
MARY L. WELCH
Name (Typed or Printed)
Notary Public in and for said County and State



RECORDING REQUESTED BY:
CAL-SIERRA TITLE COMPANY

WHEN RECORDED MAIL TO:

EASTERN RURAL PLUMAS FIRE DISTRICT
151 DELLEKER ROAD
PORTOLA, CA 96122

Doc No: 2002-02679 Page 1 of 4
PLUMAS, COUNTY OF

Recording Date: 03/20/2002 Time: 04:18 PM

Plumas County, California

Judith Wells, Recorder

Fee: \$0.00

ESCROW NO. ACCOM

~~EASEMENT~~

GRANT DEED

The undersigned grantor(s) declare(s):

A.P.N.: 125-382-008

County transfer tax is \$ 0.00

(~~xx~~) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

(~~xx~~) Unincorporated area: () City of _____, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GRIZZLY LAKE RESORT IMPROVEMENT DISTRICT

hereby GRANTS to EASTERN PLUMAS RURAL FIRE DISTRICT

the following described real property in the County of PLUMAS, State of California:
SEE EXHIBIT ENTITLED "EASEMENT DESCRIPTION" ATTACHED HERETO

THIS GRANT SHALL REMAIN VALID ONLY FOR SO LONG AS SAID FIRE DISTRICT, OR A SUCCESSOR FIRE DISTRICT OR DEPARTMENT CONTINUES TO OWN, AND OCCUPY, THE ADJOINING PROPERTY TO THIS EASEMENT.

DATE: March 20, 2002

~~STATE OF CALIFORNIA }
 } ss.
COUNTY OF _____ }~~

GRIZZLY LAKE RESORT
IMPROVEMENT DISTRICT

Ellis S. Twitchell
BY: ELLIS S. TWITCHELL
TITLE: VICE CHAIRMAN

~~On _____, before me _____~~

~~personally appeared _____~~

~~personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.~~

~~WITNESS my hand and official seal.~~

~~Signature _____~~

BY: _____

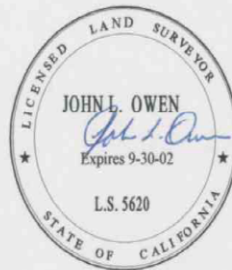
MAIL TAX STATEMENTS AS DIRECTED ABOVE

(This area for official notarial seal)

EASEMENT DESCRIPTION

An easement for Driveway purposes and Fire Training purposes, being a portion of Lot 3, as shown on that certain Record of Survey for Grizzly Lake Resort Improvement District, recorded in Book 6 of Record of Surveys at page 112, Plumas County records, located in Section 34, T. 23 N., R. 13 E., M.D.M., Plumas County, California, being more particularly described as follows:

Beginning at the most Southerly corner of said Lot 3; thence along the boundary of said Lot 3, N54°19'00"E, 53.67 feet; thence along said boundary, N25°22'23"E, 64.25 feet; thence S66°44'33"W, 48.48 feet; thence S51°05'27"W, 64.84 feet to the boundary of said Lot 3; thence along a non tangent curve to the right, having a back tangent of S42°16'27"E, a radius of 330.00 feet, through a central angle of 06°35'27", an arc length of 37.96 feet to the Point of Beginning; containing 0.08 acres, more or less.



Lake Davis Station #2 – Grant Deed

RECORDING REQUESTED BY

CHICAGO TITLE INSURANCE
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE
SHOWN BELOW, MAIL TAX STATEMENT TO:

Name EASTERN PLUMAS RURAL FIRE
Street Address PROTECTION DISTRICT
C/O JIM JENNINGS
City & State P.O. BOX 1537
Zip PORTOLA, CA 96122
Title Order No. _____ Escrow No. 17843-DB

BOOK 757 PAGE 465

RECORDED AT REQUEST OF

CHICAGO TITLE

at 20 min. past 10A M.

8730 OCT 30 1998

PLUMAS COUNTY, CALIFORNIA

JUDITH WELLS

Fee \$ 13.00 Recorder

T 355 Legal (2-94)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ -0-

unincorporated area City of _____

Parcel No. PORTION OF 025-240-86

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JAMES L. HOLCOMB and JULIA R. HOLCOMB, HUSBAND AND WIFE

hereby GRANT(S) to
EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT

the following described real property in the UNINCORPORATED AREA
county of PLUMAS, state of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Dated SEPTEMBER 21, 1998

STATE OF CALIFORNIA } S.S.
COUNTY OF PLUMAS

On SEPTEMBER 22, 1998 before me,

DONNA BELL

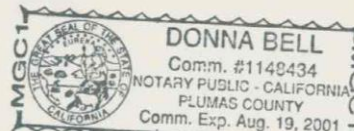
a Notary Public in and for said County and State, personally appeared
JAMES L. HOLCOMB AND JULIA R. HOLCOMB

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Donna Bell

JAMES L. HOLCOMB
JULIA R. HOLCOMB



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

EXHIBIT "A"

BOOK 757 PAGE 466

17843-DB

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 1, AS SHOWN ON THE MAP OF LAKEVIEW SUBDIVISION, FILED IN THE OFFICE OF THE RECORDER OF SAID PLUMAS COUNTY IN BOOK 7 OF MAPS AT PAGE 69, AND BEING A PORTION OF SECTION 11, T.23N., R.23E., M.D.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE CENTERLINE OF PINEHAVEN LANE; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, ALONG THE ARC OF A 967.23 FOOT RADIUS CURVE TO THE RIGHT, WHOSE TANGENT AT THIS POINT BEARS $N81^{\circ}03'46''E$, THROUGH A CENTRAL ANGLE OF $01^{\circ}47'41''$, AN ARC DISTANCE OF 30.30 FEET TO THE EASTERLY LINE OF SAID PINEHAVEN LANE, AND THE TRUE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID LOT 1, ALONG THE ARC OF SAID 967.23 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $6^{\circ}32'00''$, AN ARC LENGTH OF 110.29 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE $N 89^{\circ}23'27'' E$, 90.02 FEET; THENCE $S 00^{\circ}01'39'' E$, 100.01 FEET; THENCE $S89^{\circ}23'27''W$, 200.01 FEET TO THE EASTERLY LINE OF SAID PINEHAVEN LANE; THENCE ALONG SAID EASTERLY LINE, $N 00^{\circ}01'39''W$, 93.73 FEET TO THE POINT OF BEGINNING.

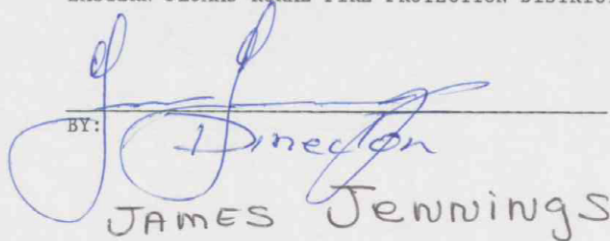
(End of document Chicago Title)

BOOK 757 PAGE 467

EXHIBIT "B"

THIS IS TO CERTIFY THAT THE INTEREST IN THE REAL PROPERTY CONVEYED BY THE GRANT DEED DATED SEPTEMBER 21, 1998 FROM JAMES L. HOLCOMB AND JULIA R. HOLCOMB TO EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT, TO WHICH THIS CERTIFICATE IS ATTACHED, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER OR AGENT ON BEHALF OF THE EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF.

EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT

BY: 
JAMES JENNINGS

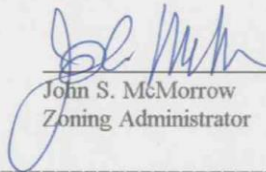
SPECIAL USE PERMIT

PERMITTEE: Eastern Plumas Rural Fire Protection District
OWNER: Eastern Plumas Rural Fire Protection District
DATE APPROVED: December 2, 1998
USE PERMITTED: Establishment of Public Service Facility (fire station)
ASSESSOR'S PARCEL NUMBER: 025-240-92
LOCATION: 6796 Lake Davis Road, Portola

Permittee is hereby granted a Special Use Permit under the provisions of Plumas County Code Section 9-2.601 *et seq.* with the following conditions:

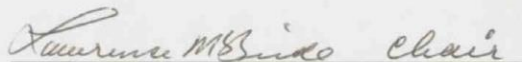
1. The encroachment onto Lake Davis Road shall be constructed to facilitate snow removal in a manner which satisfies the Road Department.
2. A septic system shall be installed to the satisfaction of the Department of Environmental Health.
3. Parking shall be installed in accordance with Plumas County Code Section 9-2.414.
4. The necessary building and grading permits shall be obtained within eighteen months of the issuance of the Special Use Permit.
5. The Special Use Permit is to be signed and returned within forty (40) days of the date of approval or the permit will be voided.

Date 1-15-99


John S. McMorrow
Zoning Administrator

I, the undersigned, understand and accept this Special Use Permit and the conditions stated above and agree to comply with them. I further understand that failure to comply with any of the conditions may result in revocation procedures of the Permit being started by the Planning Director.

Date 1-11-99


Lawrence McBride, Board Chairman (Permittee)

This Special Use Permit shall not be considered to be granted until it is signed by the permittee and owner, if applicable, and the Zoning Administrator, and a copy is filed in the Planning Department.

Original

RECORDING REQUESTED BY:
CAL-SIERRA TITLE COMPANY

WHEN RECORDED MAIL TO:

EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT
151 DELLEKER ROAD
PORTOLA, CA. 96122

Doc No: 2000-09669 Page 1 of 2
CAL-SIERRA TITLE CO.
Recording Date: 12/15/2000 Time: 10:44 AM
Plumas County, California
Judith Wells, Recorder
Fee: \$10.00

ESCROW NO. 00032682

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HERBY GIVEN THAT:

- 1. The undersigned is owner or agent of the owner of the interest or estate stated below in the property hereinafter described.
- 2. The FULL NAME of the owner is EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT
- 3. The FULL ADDRESS of the owner is 151 DELLEKER ROAD, PORTOLA, CA. 96122
- 4. The NATURE OF THE INTEREST OR ESTATE of the undersigned is: In fee _____
- 5. The FULL NAMES and FULL ADDRESSES OF ALL PERSONS, if any, who hold such interest or estate with the undersigned as joint tenants or tenants in common, are:

NAMES	ADDRESSES
<u>NONE</u>	
- 6. The names of the PREDECESSORS in interest of the undersigned, if the property was transferred subsequent to the commencement of work of improvement herein referred to are: (If no transfer made, insert "none".)

NAMES	ADDRESSES
<u>NONE</u>	
- 7. A work of improvement on the property hereinafter described was COMPLETED on NOVEMBER 03, 2000
- 8. The work of improvement completed is described as follows:

CONSTRUCTION METAL FIRE HALL
- 9. The name of the original CONTRACTOR, if any, for such work of improvement was: (If no contractor for work of improvement as a whole, insert "none".)

OWNER/BUILDER
- 10. The property on which said work of improvement was completed is in the City of PORTOLA
County of PLUMAS, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO
- 11. The street address of said property is: (If no street address has been assigned, insert "none".)

6796 DAVIS LAKE ROAD, PORTOLA, CA 96122

Date: DECEMBER 04, 2000 Signature of Owner or Agent of Owner Donald Bliss Chairman EPRFPD
(Signature of Owner named in Paragraph 2)

Verification for INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

EPRFPD, Delleker Fire house Donald Bliss Chairman EPRFPD
Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned declare under penalty of perjury under the laws of the State of California that I am the _____ of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place (Signature of person signing on behalf of owner)

EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 00032682

BEING A PORTION OF LOT 1, AS SHOWN ON THE MAP OF LAKEVIEW SUBDIVISION, FILED IN THE OFFICE OF THE RECORDER OF SAID PLUMAS COUNTY IN BOOK 7 OF MAPS AT PAGE 69, AND BEING A PORTION OF SECTION 11, T.23N., R.23E., M.D.M. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE CENTERLINE OF PINEHAVEN LANE; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, ALONG THE ARC OF A 967.23 FOOT RADIUS CURVE TO THE RIGHT, WHOSE TANGENT AT THIS POINT BEARS N81°03'46"E, THROUGH A CENTRAL ANGLE OF 01°47'41", AN ARC DISTANCE OF 30.30 FEET TO THE EASTERLY LINE OF SAID PINEHAVEN LANE, AND THE TRUE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID LOT 1, ALONG THE ARC OF SAID 967.23 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 6°32'00", AN ARC LENGTH OF 110.29 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE N89°23'27"E, 90.02 FEET; THENCE S00°01'39"E, 100.01 FEET; THENCE S89°23'27"W, 200.01 FEET TO THE EASTERLY LINE OF SAID PINEHAVEN LANE; THENCE ALONG SAID EASTERLY LINE, N00°01'39"W, 93.73 FEET TO THE POINT OF BEGINNING.

RECORDING REQUESTED BY:
CAL-SIERRA TITLE COMPANY

WHEN RECORDED MAIL TO:

EASTERN PLUMAS RURAL FIRE PROTECTION DIST.
~~P.O. BOX 178~~
PORTOLA, CA 96122

Doc No: 2002-00440 Page 1 of 3
PLUMAS, COUNTY OF
Recording Date: 01/11/2002 Time: 04:06 PM
Plumas County, California
Judith Wells, Recorder
Fee: \$0.00

ESCROW NO. 00032512

GRANT DEED

The undersigned grantor(s) declare(s):

A.P.N.: 2003000000

County transfer tax is \$ 0.00

() computed on full value of property conveyed, or

(~~xx~~) computed on full value less value of liens and encumbrances remaining at time of sale.

(~~xx~~) Unincorporated area: () City of _____, and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**JAMES L. HOLCOMB, TRUSTEE OF THE HOLCOMB FAMILY TRUST DATED
MARCH 20, 1990, AMENDED AND RESTATED JULY 6, 2000**

hereby GRANTS to **EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT, A
POLITICAL SUBDIVISION OF THE COUNTY OF PLUMAS**

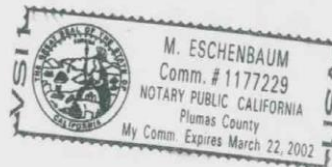
the following described real property in the County of **PLUMAS**, State of California:
SEE ATTACHED EXHIBIT "A"

DATE: December 10, 2001

James L. Holcomb, Trustee
JAMES L. HOLCOMB

STATE OF CALIFORNIA)
COUNTY OF Plumas) ss.

On 12-10-01, before me M. Eschenbaum
personally appeared James L. Holcomb



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature M. Eschenbaum

MAIL TAX STATEMENTS AS DIRECTED ABOVE

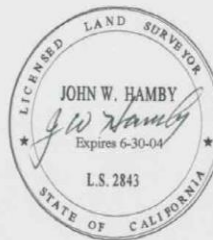
(This area for official notarial seal)

EXHIBIT "A"

All that certain real property situate the County of Plumas, State of California, described as follows:

Being a portion of Section 11, T.23 N.R.13 E., M.D.M., and more particularly described as follows:

Beginning at the Northwest corner of the "FIRE DISTRICT PARCEL" as shown on the Map filed in the Office of the Recorder of said Plumas County in Book 11 Record of Surveys at page 49; thence along the West line of said Parcel, S00°01'39" E, 93.73 feet to the Southwest corner of said Parcel; thence S 89°23'27"W, 30.00 feet to a point on the centerline of Pinehaven Lane; thence along said centerline, N00°01'39"W, 89.92 feet to a point on the South line of Lake Davis Road; thence along said South line, along the arc of a 967.23 foot radius curve to the right, whose tangent at this point bears N81°03'45"E, through a central angel of 01°47'41". An arc distance of 30.30 feet to the point of beginning.



Eastern Plumas Rural Fire Protection District

~~P.O. Box 178~~
Portola, CA 96122

ACCEPTANCE

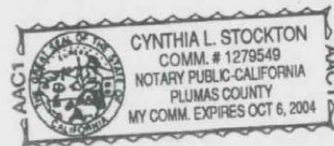
THIS IS TO CERTIFY THAT THE INTEREST IN THE REAL PROPERTY CONVEYED BY THE GRAND DEED DATED DECEMBER 10, 2001 FROM JAMES L. HOLCOMB, TRUSTEE OF THE HOLCOMB FAMILY TRUST TO EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT, TO WHICH THIS CERTIFICATE IS ATTACHED, IS HEREBY ACCEPTED BY THE UNDERSIGNED OFFICER OR AGENT ON BEHALF OF THE EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF.

EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT

BY: James G. Bishop
JAMES G. BISHOP, DIRECTOR

STATE OF California
COUNTY OF Plumas

On 1-10-02 before me, Cynthia L. Stockton, Personally appeared James G. Bishop, Director personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and Official Seal.

Cynthia L. Stockton

**Iron Horse Station #3 –
Grant Deed Easement from Iron Horse Ranch Homeowners Association**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Eastern Plumas Rural Fire Protection District
151 Delleker Road
Portola, Ca. 96122

Doc No: **2002-02677** Page 1 of 4
PLUMAS, COUNTY OF
Recording Date: 03/20/2002 Time: 04:16 PM

Plumas County, California
Judith Wells, Recorder
Fee: \$0.00

MAIL TAX STATEMENTS TO:

same as above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax: None

[signature of declarant determining tax]

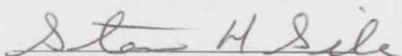
GRANT DEED

For no consideration, IRON HORSE RANCH HOMEOWNERS ASSOCIATION, a California non-profit corporation, grants, transfers, and conveys to EASTERN PLUMAS RURAL FIRE PROTECTION DISTRICT, a special district of the State of California, all of that certain real property located in the unincorporated area of the County of Plumas, State of California, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN FOR DESCRIPTION AND CONDITIONS OF TRANSFER.

APN: 126-043-13

Executed as of 03-20-02 2002.


Iron Horse Ranch Homeowners Association
By: **STEVEN H. SILER**
PRESIDENT

**Exhibit E, – Financial Plan and Proposed Beckwourth Peak Fire
Protection District Budget Post Annexation
1 July 2024 – 30 June 2025**

Financial Plan

As a newly formed district, BPFDP has not yet established a projected financial run rate. The Annexation of EPRFPD will be effective January 1, 2025. Using the preliminary 2024/25 BPFDP budget, estimates were made to include EPRFPD for the period of 1 January 2025 through June 30, 2025. Initial estimates indicate the two EPRFPD sources of revenue will be sufficient to provide services to the district while conserving funds for needed station repair and vehicle upgrades. Since BPFDP is currently covering 98% of all calls within the EPRFPD boundaries, it is not anticipated that additional staffing or wage expenses will be initially necessary.

There are no plans in place to finance services. It is anticipated that all services post annexation will be administered through identified revenue sources.

Upon Annexation, BPFDP will acquire a one-time cash transfer of approximately \$100,000 from EPRFPD.

Plumas County Tax Exchange Agreement

To support operations necessary to provide services throughout the current EPRFPD service boundaries, an approved Tax Exchange Agreement with the County of Plumas will be necessary. BPFDP will work with the county to receive a portion of property taxes that are already being collected. If negotiations are successful, the property tax exchange agreement would be approved by the County Board of Supervisors and could initially generate approximately \$55,000.00 per year. This would increase each year thereafter based on the growth in property value. This tax exchange agreement represents a transfer of monies currently paid by the County to the existing agency. Therefore, there will be no loss of revenue by the County and no additional cost to property owners.

2023 Beckwourth Peak Fire Protection District Special Tax

Owners of developed and undeveloped parcels within the boundaries of EPRFPD will be assessed the 2023 BPFDP voter approved annual Special Tax at the parcel level as is currently administered by BPFDP. The application of the BPFDP Special Tax across all parcels within the territory of EPRFPD is expected to generate \$112,000.00 in revenue for BPFDP. The application of this tax is not subject to a ballot measure for voters within the EPRFPD.

The first Plumas County filing of the Special Tax for EPRFPD property owners requesting the County to collect the tax will occur on August 10, 2025. EPRFPD property owners will see the first billing on their November 2025 property tax bill.

BPFPD Proposed Budget Post Annexation – 1 July 2024 – 30 June 2025

BECKWOURTH PEAK FIRE PROTECTION DISTRICT - PROPOSED BUDGET

EXPENSES			REVENUE	
Operating Expenses			Denotes Estimate*	
Personnel			BPPFD Cash on Hand	\$743,728
Wages	\$281,870		BPPFD Secured Property Tax	\$405,000*
Compensation	\$25,744		EPRFPD - Secured Property Tax	\$55,000*
Other	\$14,900		EPRFPD - Cash on Hand	\$100,000*
Operating Expense Total	\$322,514		BPPFD Special Assessment	\$10,000
			BPPFD USFS Grizzly Station Rent	\$6,200
			Revenue Total	\$1,319,928
Services and Supplies				
Legal	\$45,000			
Tools/Equip.	\$5,000			
Snow Removal	\$12,000			
Misc.				
Professional Services	\$45,000		TOTAL REVENUE FOR PERIOD	\$1,319,928
Audit Services			TOTAL EXPENSES FOR PERIOD	\$739,564
IT Services			BALANCE	\$580,364
Insurance	\$130,000			
Liability				
Property				
Vehicle				
Fire Prevention	\$2,000			
Communication Svcs.	\$15,000			
Office Exp.	\$7,000			
Medical Supplies	\$6,000			
Meeting/Meals	\$3,000			
Household Expenses	\$2,500			
Memberships/Pubs.	\$2,850			
Services and Supplies Total	\$275,350			
Administration				
Debt Service/Lease Purchase	\$1,200			
Reconciliation				
Tax Administration	\$5,000			
Property Tax	\$3,000			
Utilities				
Electric				
Water				
Propane				
Utilities Total	\$48,500			
Administration Total	\$57,700			
Building/Equipment				
Maintenance				
Buildings	\$12,000			
Equipment	\$10,500			
Grounds	\$7,500			
Vehicles				
Maintenance	\$22,000			
Fuel	\$32,000			
Upgrades				
Building/Equipment Total	\$84,000			
Total Expenses	\$739,564			

Exhibit F, 2023 Beckwourth Peak Fire Protection District Special Tax

SPECIAL TAX

The annual special tax is based on land use types provided by the Assessor's Office. The following table shows the division of land use types along with base rates and maximum rates. Although these taxes are collected by the County, they do not go to the state like property taxes; they will be deposited in a fund for the sole use of the BPPFD. (Nominal processing and administration fees are charged by the County).

Then following shows the listing of Assessor's Use Codes and the applicable Rate ID that has been established and that will be used as a guide for preparing the BPPFD direct charge levies to the Plumas County Auditor-Controller for inclusion on the current year tax roll.

Use Type	Tax Rate ID	Base Rate	% of A	SF Included	Acre Incl	Units Incl	\$ add per sqft	\$ add AC	\$ Add Unit	Max Rate
Residential Improved	A	\$110.00		1800			\$0.02			\$200.00
Unimproved Land	B	\$55.00	50%		2			\$1.00		\$75.00
Ag & Timber Multi	C	\$55.00	50%		80			\$0.05		\$75.00
Residential Improved	D	\$82.50	75%			1			\$82.50	\$3,500.00
Commercial Improved	E	\$165.00	150%	2700			\$0.06			\$1,500.00
Industrial Improved	F	\$192.50	175%	3150			\$0.07			\$1,500.00
Religious	G	\$137.50	125%	2250			\$0.05			\$250.00
Recreational Non-Taxable/Exempt	H	\$220.00	200%	2700			\$0.08			\$3,500.00
	X	\$0								

SPECIAL TAX – ASSESSORS USE TAX CODES

A. Residential Improved – All residential single-family homes and ancillary residential uses will be allocated a base rate of \$110.00 for structures 1,800 square feet or less, with additional \$0.02 cents per square foot charged thereafter, with a maximum not to exceed \$200.00 per parcel.

B. Unimproved Land – All vacant/unimproved land will be allocated a base rate of \$55.00 for the first 2 acres, with \$1.00 charged for each acre thereafter, with a maximum not to exceed \$75.00 per parcel.

C. Ag & Timber – All agriculture and timber land will be allocated a base rate of \$55.00 for the first 80 acres, with \$0.05 cents charged for each acre thereafter, with a maximum not to exceed \$75.00 per parcel.

D. Multi Residential Improved – All multi-family, mobile home, manufactured homes, duplexes, condos, and ancillary residential uses will be allocated a base rate of \$82.50 per unit, with each additional unit charged \$82.50 thereafter, with a maximum not to exceed \$3,500.00 per parcel.

E. Commercial Improved – All commercial buildings will be allocated a base rate of \$165.00 for buildings 2,700 square feet or less, with additional \$0.06 cents per square foot charged thereafter, with a maximum not to exceed \$1,500.00 per parcel.

F. Industrial Improved - All industrial buildings will be allocated a base rate of \$192.50 for buildings 3,150 square feet or less, with an additional \$0.07 cents per square foot charged thereafter, with a maximum not to exceed \$1,500.00 per parcel.

G. Religious - All improved religious land will be allocated a base rate of \$137.50 for buildings 2,250 square feet or less, with additional \$0.05 cents per square foot charged thereafter, with a maximum not to exceed \$250.00 per parcel.

H. Recreational – All Recreational land will be allocated a base rate of \$220.00 for buildings 2,700 square feet or less, with additional \$0.08 cents per square foot charged thereafter, with a maximum not to exceed \$3,500.00 per parcel.

I. Non-Taxable/Exempt – Exempt parcels include public owned parcels (United States of America and State of California, other local governmental agencies) and non-taxable parcels as determined by various statutes including, but not limited to, Disabled Veterans, Welfare Exemptions, Cemetery Exemptions, and Low Value Exemptions, will not have the special tax imposed.

Conclusion:

The Beckwourth Peak FPD will build and sustain adequate community fire and rescue services for the Eastern Plumas Rural FPD area and the entire region that is equitably supported in the communities served. By annexing Eastern Plumas Rural FPD, increased funding will provide consistent levels of service throughout the communities served and will ensure consistency in fire fighter training, personal protective equipment, emergency medical and firefighting equipment, and apparatus equipment, as well as to improve response times and operational efficiencies. This will be accomplished through volunteer recruitment and retention programs and providing enhanced daytime fire station coverage during business hours.

The overall objective is to include Eastern Plumas Rural Fire Protection District residents with a cost effective, well trained, and professional volunteer fire agency for years to come through the implementation of modern and efficient programs while providing opportunities to our fire fighter volunteers.

District Dissolution:

The Eastern Plumas Rural Fire Protection District will be dissolved. All assets belonging to Eastern Plumas Rural FPD will be transferred to Beckwourth Peak FPD and as such, the Beckwourth Peak FPD will be the successor for the dissolved district in accordance with §57451(d) of the CKH Act. Upon dissolution, all existing special taxes and assessments administered by Eastern Plumas Rural FPD used to fund community fire protection and rescue services will terminate and the 2023 Beckwourth Peak Fire Protection District Special Tax will be levied across all parcels within the Eastern Plumas Rural Fire Protection territory.

Should Beckwourth Peak FPD be unsuccessful in negotiating a tax exchange agreement with Plumas County or, either agency otherwise fail to meet the conditions of approval for annexation, then the Eastern Plumas Rural FPD will not be dissolved. They will retain their assets and powers to provide fire and emergency response services. Additionally, any special taxes and assessments for the Eastern Plumas Fire Protection District will continue to be levied.

Sources

Plumas LAFCo –Eastern Plumas Fire Municipal Service Review/Adopted October 17, 2022

Beckwourth Peak Fire Protection District Formation Feasibility Study and Plan for Services/Adopted October 2022.

PAGE NOT IN USE



Beckwourth Peak Fire Protection District
Minutes
Regular Meeting
June 05, 2024 05:00 PM
180 Main St, Beckwourth, CA 96129

1. Call to Order

The meeting was called to order at 5:10 pm by Vice-President Daniel Smith.

A. Pledge of Allegiance

Led by Vice-President Daniel Smith

B. Roll Call

Present: Vice-President Daniel Smith, Director Cary Curtis, Director Melissa Klundby

Absent: President Richard McLaughlin, Director Larry Smith

Staff Present: SV Chief Cameron, BFD Chief Osburn, Safety Officer Meyers, FF/EMT Lackenbauer, & Admin Officer Grant

2. Public Comments

There was one public comment thanking all involved in the new district effort for all the work they are doing/have done.

3. Consent Agenda

A. Approval of Minutes from May 8th, 2024, Regular Meeting.

Approval of Minutes from May 22nd, 2024 Special Meeting.

District Financial Reports

Director Cary Curtis motioned to approve. A second was made by Director Melissa Klundby.

The roll call vote:

Aye Vice-President Daniel Smith Aye Director Cary Curtis Aye Director Melissa Klundby Absent Director Larry Smith

4. 2024-2025 Budget

Chair McLaughlin arrived at the meeting at this point in the meeting @ 5:30pm and presided from here.

After some Board discussion, it was recommended by Finance Committee Members McLaughlin and Smith that the board adopt the budget as presented.

President Richard McLaughlin motioned to approve. A second was made by Director Cary Curtis.

The roll call vote:

Aye **President Richard McLaughlin** Aye **Vice-President Daniel Smith**
Aye **Director Cary Curtis** Aye **Director Melissa Klundby** Absent **Director Larry Smith**

5. **Special Tax Ordinance 2024.01**

After some discussion and questions from the public on the offered waiver's the a motion was made by Director Curtis to adopt the Ordinance.

Director Cary Curtis motioned to approve. A second was made by Director Melissa Klundby.

The roll call vote:

Aye **President Richard McLaughlin** Aye **Vice-President Daniel Smith**
Aye **Director Cary Curtis** Aye **Director Melissa Klundby** Absent **Director Larry Smith**

6. **Committee Progress Update**

A. Finance Committee

-Accounts Payable consolidation for involved districts.

One of the Finance Committee members, President McLaughlin reported as follows: accounts payable is an on-going task.

On the issue of dissolution of districts, our legal teams recommendation is to not take any action and issue no resolutions of dissolution due to the possibility of injecting additions that could cause the process to leave the lane of legal compliance.

B. Operations Committee

Asset Transfer

DMV Title Actions

President McLaughlin issued the following report in place of Director Larry Smith who was absent :

The only items left to transfer are properties and apparatus. Some discussion was held on how big of a process we should expect to transfer titles of vehicles with the Quincy DMV.

Leslie Chrysler suggested the City be contacted to start the process of transfer of the deeds for the Fire Station Properties.

C. Admin Committee

Website & Email

Director Curtis issued the following report: The website is now live! Email is an ongoing issue because of the .ca.gov.

D. Personnel Committee

Blanket letter for current Beckwourth staff.

All members of the Board agree that issuing a blanket offer to all employees of the consolidated districts would be the most efficient way to hire staff for the new district.

E. Annexation Committee

~Discussion on annexation to be held during line item 9, discussion with possible action.

7. District Policies

A. Second review of policies issued at the last regular board meeting. Possible adoption if approved. Policies in this packet are:

1010 Basis of Authority, 1015 The Board Clerk, 1020 Board and Staff Communications, 1030 Code of Ethics, 1040 Correspondence to the Board, 1045 Legal Counsel and Auditor, 1055 Legislative Advocacy, 4100 Attendance at Meetings, 4105 Committees of the Board, 4110 Duties of the Board President, 4115 Ethics Training, 4120 Members of the Board of Directors, 4125 Training, Education, and Conferences, 4200 Board Actions and Decisions, 4205 Board Meeting Agenda, 4210 Board Meeting Conduct, 4215 Brown Act Compliance, 4220 Minutes of the Board, 4225 Review of Administrative Decisions, 4230 Rules of Order for Board Meeting Conduct

All recommended policies were adopted except for Policy # 4205, which were pulled for edits.

Director Melissa Klundby motioned to approve. A second was made by Vice-President Daniel Smith.

The roll call vote:

Aye **President Richard McLaughlin** Aye **Vice-President Daniel Smith**
Aye **Director Cary Curtis** Aye **Director Melissa Klundby** Absent **Director Larry Smith**

8. Eastern Plumas Rural FPD Annexation

A. : Board to vote on support for or against annexation of Eastern Plumas Rural FPD

Director Cary Curtis motioned to approve. A second was made by President Richard McLaughlin.

The roll call vote:

Aye **President Richard McLaughlin** Aye **Vice-President Daniel Smith**
Aye **Director Cary Curtis** Aye **Director Melissa Klundby** Absent **Director Larry Smith**

B. : Review of terms and conditions with captured edits, Possible action to approve

Director Melissa Klundby motioned to approve. A second was made by President Richard McLaughlin.

The roll call vote:

Aye **President Richard McLaughlin** Aye **Vice-President Daniel Smith**
 Aye **Director Cary Curtis** Aye **Director Melissa Klundby** Absent **Director Larry Smith**

C. : Review of Annexation Resolution, possible action to adopt.

Director Melissa Klundby motioned to approve. A second was made by President Richard McLaughlin.

The roll call vote:

Aye **President Richard McLaughlin** Aye **Vice-President Daniel Smith**
 Aye **Director Cary Curtis** Aye **Director Melissa Klundby** Absent **Director Larry Smith**

D. : Schedule a public hearing to consider annexation

President Richard McLaughlin motioned to approve. A second was made by Director Cary Curtis.

The motion passed with the following vote:

4 **In Favor** **Opposed**
 Abstained 1 **Absent** **Recused**

9. **Contract with Eastern Plumas Health**

Discussion was held on Eastern Plumas Health Care withdrawing from partnership for emergency response assistance.

10. **Board/ Staff Communications.**

President McLaughlin is attending driver training next week.

11. **Future Agenda Items**

- Public Hearing on Annexation of Eastern Plumas Rural Fire Protection District.
- Conflict of Interest Code
- Policy Review

12. **Next Board Meeting**

The next meeting of the Beckwourth Peak FPD Board of Directors is scheduled for July 3rd, 2024 @ 5:00pm.

13. **Closed Session**

- A. Closed Session pursuant to Government Code Section 54957 – Public Employee Appointment

Chief Fire Officer Director Cary Curtis motioned to approve. A second was made by President Richard McLaughlin.

The roll call vote:

Aye **President Richard McLaughlin** Aye **Vice-President Daniel Smith**
Aye **Director Cary Curtis** Aye **Director Melissa Klundby** Absent **Director Larry Smith**

14. Report out on close session.

All member of the Board are in favor of appointing Jack Rosevear as the new Fire Chief for the district.

Director Cary Curtis motioned to approve. A second was made by President Richard McLaughlin.

The roll call vote:

Aye **President Richard McLaughlin** Aye **Vice-President Daniel Smith**
Aye **Director Cary Curtis** Aye **Director Melissa Klundby** Absent **Director Larry Smith**

15. Adjournment

Meeting was adjourned at 7:49pm

Beckwourth Peak Fire Protection District

Balance Sheet by Class

As of June 26, 2024

06/26/24

Accrual Basis

	Beckwourth	Gold Mountain	Peak
ASSETS			
Current Assets			
Checking/Savings			
Plumas Bank Operations	199,494.21	75,000.00	-74,057.78
Total Checking/Savings	199,494.21	75,000.00	-74,057.78
Total Current Assets	199,494.21	75,000.00	-74,057.78
Other Assets			
Formation			
Consolidation Funds	-200,000.00	-75,000.00	0.00
Total Formation	-200,000.00	-75,000.00	0.00
Total Other Assets	-200,000.00	-75,000.00	0.00
TOTAL ASSETS	-505.79	0.00	-74,057.78
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	0.00	0.00	140.00
Total Accounts Payable	0.00	0.00	140.00
Total Current Liabilities	0.00	0.00	140.00
Total Liabilities	0.00	0.00	140.00
Equity			
Net Income	-505.79	0.00	-74,197.78
Total Equity	-505.79	0.00	-74,197.78
TOTAL LIABILITIES & EQUITY	-505.79	0.00	-74,057.78

Beckwourth Peak Fire Protection District

Balance Sheet by Class

06/26/24

As of June 26, 2024

Accrual Basis

	Sierra Valley	South Portola	Unclassified
ASSETS			
Current Assets			
Checking/Savings			
Plumas Bank Operations	2,637.61	18,004.62	130,106.01
Total Checking/Savings	2,637.61	18,004.62	130,106.01
Total Current Assets	2,637.61	18,004.62	130,106.01
Other Assets			
Formation			
Consolidation Funds	-11,997.30	-18,004.62	-140,585.89
Total Formation	-11,997.30	-18,004.62	-140,585.89
Total Other Assets	-11,997.30	-18,004.62	-140,585.89
TOTAL ASSETS	-9,359.69	0.00	-10,479.88
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	20.09	0.00	0.00
Total Accounts Payable	20.09	0.00	0.00
Total Current Liabilities	20.09	0.00	0.00
Total Liabilities	20.09	0.00	0.00
Equity			
Net Income	-9,379.78	0.00	-10,479.88
Total Equity	-9,379.78	0.00	-10,479.88
TOTAL LIABILITIES & EQUITY	-9,359.69	0.00	-10,479.88

Beckwourth Peak Fire Protection District

06/26/24

Balance Sheet by Class

Accrual Basis

As of June 26, 2024

	<u>TOTAL</u>
ASSETS	
Current Assets	
Checking/Savings	
Plumas Bank Operations	351,184.67
Total Checking/Savings	<u>351,184.67</u>
Total Current Assets	351,184.67
Other Assets	
Formation	
Consolidation Funds	-445,587.81
Total Formation	<u>-445,587.81</u>
Total Other Assets	<u>-445,587.81</u>
TOTAL ASSETS	<u><u>-94,403.14</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	160.09
Total Accounts Payable	<u>160.09</u>
Total Current Liabilities	<u>160.09</u>
Total Liabilities	160.09
Equity	
Net Income	-94,563.23
Total Equity	<u>-94,563.23</u>
TOTAL LIABILITIES & EQUITY	<u><u>-94,403.14</u></u>

Beckwourth Peak Fire Protection District

06/26/24

General Ledger

Accrual Basis

As of June 26, 2024

Type	Date	Num	Name	Memo	Split	Debit
Plumas Bank Operations						
Deposit	06/12/2024			Deposit	Consolodation ...	17,959.52
Bill Pmt -Check	06/13/2024	1017	Jamie Stockdale		Accounts Paya...	
Bill Pmt -Check	06/13/2024	1018	AT&T		Accounts Paya...	
Bill Pmt -Check	06/13/2024	1019	Plumas Sierra Rural...		Accounts Paya...	
Bill Pmt -Check	06/13/2024	1020	Bes Best & Krieger ...	995040	Accounts Paya...	
Bill Pmt -Check	06/17/2024	1021	Golden State Risk M...		Accounts Paya...	
Bill Pmt -Check	06/17/2024	1022	Streamline		Accounts Paya...	
Bill Pmt -Check	06/17/2024	1023	Mountain Messenger		Accounts Paya...	
Check	06/17/2024	1024	Jack Rosevear	Uniform Reim...	51350-Clothing...	
Total Plumas Bank Operations						17,959.52
Payroll Asset						
Total Payroll Asset						
Formation						
Consolodation Funds						
Deposit	06/12/2024	45966	City of Portola	PG&E Funds	Plumas Bank ...	
Total Consolodation Funds						0.00
Formation - Other						
Total Formation - Other						
Total Formation						0.00
Accounts Payable						
Bill	06/01/2024	June 24	Jamie Stockdale		52400-Professi...	
Bill	06/05/2024	003562	Golden State Risk M...		-SPLIT-	
Bill	06/11/2024	998112	Bes Best & Krieger ...		52100-Legal S...	
Bill Pmt -Check	06/13/2024	1017	Jamie Stockdale		Plumas Bank ...	1,000.00
Bill Pmt -Check	06/13/2024	1018	AT&T		Plumas Bank ...	79.82
Bill Pmt -Check	06/13/2024	1019	Plumas Sierra Rural...		Plumas Bank ...	238.74
Bill Pmt -Check	06/13/2024	1020	Bes Best & Krieger ...	995040	Plumas Bank ...	1,485.00
Bill Pmt -Check	06/17/2024	1021	Golden State Risk M...		Plumas Bank ...	67,453.00
Bill Pmt -Check	06/17/2024	1022	Streamline		Plumas Bank ...	140.00
Bill	06/17/2024	Pub 1	Mountain Messenger		52800-Member...	
Bill	06/17/2024	Pub 2	Mountain Messenger		52800-Member...	
Bill Pmt -Check	06/17/2024	1023	Mountain Messenger		Plumas Bank ...	310.00
Bill	06/17/2024	247630	Intermountain Dispo...		53500-Utilities	
Total Accounts Payable						70,706.56
Payroll Liabilities						
Total Payroll Liabilities						
60000-RESERVES						
61000-Operating Reserves						
Total 61000-Operating Reserves						
62000-Capital Reserves						
Total 62000-Capital Reserves						
60000-RESERVES - Other						
Total 60000-RESERVES - Other						
Total 60000-RESERVES						
Opening Balance Equity						
Total Opening Balance Equity						
Retained Earnings						
Total Retained Earnings						
40000-REVENUE						
40100-Secured Property Taxes						
40110-Beckwourth ST						
Total 40110-Beckwourth ST						

Beckwourth Peak Fire Protection District

General Ledger

As of June 26, 2024

Type	Date	Num	Name	Memo	Split	Debit
40120-Sierra Valley ST						
Total 40120-Sierra Valley ST						
40130-Gold Mountain ST						
Total 40130-Gold Mountain ST						
40140-Portola ST						
Total 40140-Portola ST						
40150-Other ST						
Total 40150-Other ST						
40100-Secured Property Taxes - Other						
Total 40100-Secured Property Taxes - Other						
Total 40100-Secured Property Taxes						
40200-Secured Parcel Tax						
Total 40200-Secured Parcel Tax						
40300-Other Tax Revenue						
40310-Timber Yield Tax						
Total 40310-Timber Yield Tax						
40320-Supplemental Taxes						
Total 40320-Supplemental Taxes						
40330-Special Assessments						
Total 40330-Special Assessments						
40300-Other Tax Revenue - Other						
Total 40300-Other Tax Revenue - Other						
Total 40300-Other Tax Revenue						
40400-Other Income						
40410-FS Grizzly Rent						
Total 40410-FS Grizzly Rent						
40420-Fire Contract Income						
Total 40420-Fire Contract Income						
40430-State Homeowners						
Total 40430-State Homeowners						
40440-Grant Income						
40441-FEMA						
Total 40441-FEMA						
40442-CalOES						
Total 40442-CalOES						
40440-Grant Income - Other						
Total 40440-Grant Income - Other						
Total 40440-Grant Income						
40450-Donations						
Total 40450-Donations						
40460-MVA Fire Recovery						
Total 40460-MVA Fire Recovery						
40470-Misc. Income						
Total 40470-Misc. Income						
40400-Other Income - Other						
Total 40400-Other Income - Other						
Total 40400-Other Income						

Beckwourth Peak Fire Protection District

06/26/24

General Ledger

Accrual Basis

As of June 26, 2024

Type	Date	Num	Name	Memo	Split	Debit
40500-Strike Team Reimb.						
Total 40500-Strike Team Reimb.						
40000-REVENUE - Other						
Total 40000-REVENUE - Other						
Total 40000-REVENUE						
50000-OPERATING EXPENSES						
51000-Personnel						
51100-Wages						
51110-Fire Chief						
Total 51110-Fire Chief						
51120-Assistant Fire Chief						
Total 51120-Assistant Fire Chief						
51130-Battalion Chiefs						
Total 51130-Battalion Chiefs						
51140-Administrative Officer						
Total 51140-Administrative Officer						
51150-Shift Personnel						
Total 51150-Shift Personnel						
51160-Duty Officer East						
Total 51160-Duty Officer East						
51170-Overnight On-Call						
Total 51170-Overnight On-Call						
51180- Paid Call						
Total 51180- Paid Call						
51100-Wages - Other						
Total 51100-Wages - Other						
Total 51100-Wages						
51200-Payroll Expenses						
51210-Payroll Taxes						
Total 51210-Payroll Taxes						
51220-Workman's Comp Ins.						
Bill	06/05/2024	003562	Golden State Risk M...	Workers Comp	Accounts Paya...	20,504.00
Bill	06/05/2024	003562	Golden State Risk M...	Dividend	Accounts Paya...	
Total 51220-Workman's Comp Ins.						
						20,504.00
51230-Payroll Service Chg.						
Total 51230-Payroll Service Chg.						
51240-Employee Ins.						
Total 51240-Employee Ins.						
51250-Holiday/Vacation Pay						
Total 51250-Holiday/Vacation Pay						
51200-Payroll Expenses - Other						
Total 51200-Payroll Expenses - Other						
Total 51200-Payroll Expenses						
						20,504.00
51300-Other Employee Expenses						
51310-Employee Training						
Total 51310-Employee Training						
51320-Employee Travel (Routine)						
Total 51320-Employee Travel (Routine)						

Beckwourth Peak Fire Protection District

General Ledger

As of June 26, 2024

Type	Date	Num	Name	Memo	Split	Debit
51330-Employee Travel (Special)						
Total 51330-Employee Travel (Special)						
51340-Physicals/Medical						
Total 51340-Physicals/Medical						
51350-Clothing (Personal)						
Check	06/17/2024	1024	Jack Rosevear	Uniform Reim...	Plumas Bank ...	685.15
Total 51350-Clothing (Personal)						685.15
51360-Clothing (Wildland)						
Total 51360-Clothing (Wildland)						
51370-Personnel Equip/Shelters						
Total 51370-Personnel Equip/Shelters						
51300-Other Employee Expenses - Other						
Total 51300-Other Employee Expenses - Other						
Total 51300-Other Employee Expenses						685.15
51000-Personnel - Other						
Total 51000-Personnel - Other						
Total 51000-Personnel						21,189.15
52000-Services and Supplies						
52100-Legal Services						
Bill	06/11/2024	998112	Bes Best & Krieger ...	Services Ren...	Accounts Paya...	1,485.00
Total 52100-Legal Services						1,485.00
52124- Tools & Equipment						
Total 52124- Tools & Equipment						
52140-Snow Removal						
Total 52140-Snow Removal						
52170-Misc						
Total 52170-Misc						
52200-Audit Services						
Total 52200-Audit Services						
52300-IT Services						
Total 52300-IT Services						
52400-Professional Services						
Bill	06/01/2024	June 24	Jamie Stockdale	Admin	Accounts Paya...	500.00
Total 52400-Professional Services						500.00
52500-Insurance						
52510-Liability						
Bill	06/05/2024	003562	Golden State Risk M...	General Liability	Accounts Paya...	20,067.00
Total 52510-Liability						20,067.00
52520-Property						
Bill	06/05/2024	003562	Golden State Risk M...	Property	Accounts Paya...	12,239.00
Total 52520-Property						12,239.00
52530-Vehicle						
Bill	06/05/2024	003562	Golden State Risk M...	Auto Physical ...	Accounts Paya...	15,023.00
Total 52530-Vehicle						15,023.00

Beckwourth Peak Fire Protection District

General Ledger

As of June 26, 2024

Type	Date	Num	Name	Memo	Split	Debit
52500-Insurance - Other						
Total 52500-Insurance - Other						
Total 52500-Insurance						47,329.00
52574-Fire Prevention						
Total 52574-Fire Prevention						
52600-Communications Services						
Total 52600-Communications Services						
52700-Office Expense						
Total 52700-Office Expense						
52710- Medical Supplies						
Total 52710- Medical Supplies						
52800-Membership/Publications						
Bill	06/17/2024	Pub 1	Mountain Messenger	Ordinance Pu...	Accounts Paya...	85.00
Bill	06/17/2024	Pub 2	Mountain Messenger	Annexation N...	Accounts Paya...	225.00
Total 52800-Membership/Publications						310.00
52900-Household Expense						
Total 52900-Household Expense						
52000-Services and Supplies - Other						
Total 52000-Services and Supplies - Other						
Total 52000-Services and Supplies						49,624.00
53000-Administration						
53100-Debt Service(Lease Purch)						
Total 53100-Debt Service(Lease Purch)						
53200-Reconciliation						
Total 53200-Reconciliation						
53300-Tax Administration						
Total 53300-Tax Administration						
53400-Property Tax						
Total 53400-Property Tax						
53500-Utilities						
53510-Electrical						
Total 53510-Electrical						
53520-Water						
Total 53520-Water						
53530-Propane						
Total 53530-Propane						
53540-Telecommunication Service						
Total 53540-Telecommunication Service						
53500-Utilities - Other						
Bill	06/17/2024	247630	Intermountain Dispo...		Accounts Paya...	20.09
Total 53500-Utilities - Other						20.09
Total 53500-Utilities						20.09
53600-Formation						
Total 53600-Formation						
53000-Administration - Other						
Total 53000-Administration - Other						
Total 53000-Administration						20.09

Beckwourth Peak Fire Protection District

General Ledger

As of June 26, 2024

Type	Date	Num	Name	Memo	Split	Debit
54000-Building/Equipment						
54100-Maintenance						
54110-Building						
Total 54110-Building						
54120-Equipment						
Total 54120-Equipment						
54130-Grounds						
Total 54130-Grounds						
54100-Maintenance - Other						
Total 54100-Maintenance - Other						
Total 54100-Maintenance						
54200-Vehicle						
54210-Vehicle Maintenance						
Total 54210-Vehicle Maintenance						
54220-Vehicle Fuel						
Total 54220-Vehicle Fuel						
54230-Upgrades						
Total 54230-Upgrades						
54200-Vehicle - Other						
Total 54200-Vehicle - Other						
Total 54200-Vehicle						
54000-Building/Equipment - Other						
Total 54000-Building/Equipment - Other						
Total 54000-Building/Equipment						
55000-Strike Teams						
Total 55000-Strike Teams						
50000-OPERATING EXPENSES - Other						
Total 50000-OPERATING EXPENSES - Other						
Total 50000-OPERATING EXPENSES						70,833.24
Payroll Expenses						
Total Payroll Expenses						
No acct						
Total no acct						
TOTAL						159,499.32

Beckwourth Peak Fire Protection District

06/26/24

General Ledger

Accrual Basis

As of June 26, 2024

Credit	Balance
	404,616.86
	422,576.38
1,000.00	421,576.38
79.82	421,496.56
238.74	421,257.82
1,485.00	419,772.82
67,453.00	352,319.82
140.00	352,179.82
310.00	351,869.82
685.15	351,184.67
71,391.71	351,184.67
	0.00
	0.00
	-427,628.29
	-427,628.29
17,959.52	-445,587.81
17,959.52	-445,587.81
	0.00
	0.00
17,959.52	-445,587.81
	-1,098.56
500.00	-1,598.56
67,453.00	-69,051.56
1,485.00	-70,536.56
	-69,536.56
	-69,456.74
	-69,218.00
	-67,733.00
	-280.00
	-140.00
85.00	-225.00
225.00	-450.00
	-140.00
20.09	-160.09
69,768.09	-160.09
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00

General Ledger

Credit	Balance
	0.00
	0.00
	0.00
	0.00
	3,596.89
	4,282.04
0.00	4,282.04
	0.00
	0.00
	0.00
	0.00
0.00	4,282.04
	0.00
	0.00
380.00	24,406.04
	3,153.53
	196.00
	1,681.00
0.00	1,681.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	2,000.00
	2,500.00
0.00	2,500.00
	0.00
	0.00
	20,067.00
0.00	20,067.00
	0.00
	12,239.00
0.00	12,239.00
	0.00
	15,023.00
0.00	15,023.00

Beckwourth Peak Fire Protection District

06/26/24

General Ledger

Accrual Basis

As of June 26, 2024

Credit	Balance
	0.00
	0.00
	0.00
0.00	47,329.00
	0.00
	0.00
	0.00
	0.00
	72.53
	72.53
	0.00
	0.00
	885.00
	970.00
	1,195.00
0.00	1,195.00
	0.00
	0.00
	0.00
	0.00
0.00	52,777.53
	15,958.67
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	5,958.79
	906.28
	906.28
	0.00
	0.00
	3,639.00
	3,639.00
	1,312.32
	1,312.32
	101.19
	121.28
0.00	121.28
0.00	5,978.88
	9,999.88
	9,999.88
	0.00
	0.00
0.00	15,978.76

Beckwourth Peak Fire Protection District

06/26/24

General Ledger

Accrual Basis

As of June 26, 2024

<u>Credit</u>	<u>Balance</u>
	1,400.90
	843.80
	143.80
	143.80
	0.00
	0.00
	700.00
	700.00
	0.00
	0.00
	843.80
	557.10
	557.10
	557.10
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	557.10
	0.00
	0.00
	1,400.90
	0.00
	0.00
	0.00
	0.00
	0.00
380.00	94,563.23
	0.00
	0.00
	0.00
	0.00
<u>159,499.32</u>	<u>0.00</u>

Beckwourth Peak Fire Protection District Transaction List by Vendor June 1 - 26, 2024

Type	Date	Num	Memo	Account	Clr	Split
AT&T						
Bill Pmt -Check	06/13/2024	1018		Plumas Bank Opera...		Accounts Paya...
Bes Best & Krieger LLP						
Bill	06/11/2024	998112		Accounts Payable		52100-Legal S...
Bill Pmt -Check	06/13/2024	1020	995040	Plumas Bank Opera...		Accounts Paya...
Golden State Risk Management Authority						
Bill	06/05/2024	003562		Accounts Payable		-SPLIT-
Bill Pmt -Check	06/17/2024	1021		Plumas Bank Opera...		Accounts Paya...
Intermountain Disposal						
Bill	06/17/2024	247630		Accounts Payable		53500-Utilities
Jamie Stockdale						
Bill	06/01/2024	June 24		Accounts Payable		52400-Professi...
Bill Pmt -Check	06/13/2024	1017		Plumas Bank Opera...		Accounts Paya...
Mountain Messenger						
Bill	06/17/2024	Pub 1		Accounts Payable		52800-Member...
Bill	06/17/2024	Pub 2		Accounts Payable		52800-Member...
Bill Pmt -Check	06/17/2024	1023		Plumas Bank Opera...		Accounts Paya...
Plumas Sierra Rural Electric						
Bill Pmt -Check	06/13/2024	1019		Plumas Bank Opera...		Accounts Paya...
Streamline						
Bill Pmt -Check	06/17/2024	1022		Plumas Bank Opera...		Accounts Paya...

Beckwourth Peak Fire Protection District
Transaction List by Vendor
June 1 - 26, 2024

<u>Debit</u>	<u>Credit</u>
	79.82
	1,485.00
	1,485.00
	67,453.00
	67,453.00
	20.09
	500.00
	1,000.00
	85.00
	225.00
	310.00
	238.74
	140.00

Beckwourth Peak Fire Protection District
Statement of Cash Flows
January 1 through June 26, 2024

	<u>Jan 1 - Jun 26, 24</u>
OPERATING ACTIVITIES	
Net Income	-94,563.23
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Payable	160.09
Net cash provided by Operating Activities	-94,403.14
INVESTING ACTIVITIES	
Formation:Consolodation Funds	445,587.81
Net cash provided by Investing Activities	445,587.81
Net cash increase for period	351,184.67
Cash at end of period	<u><u>351,184.67</u></u>

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (this “Agreement”) is entered into as of July 1st, 2024 (the “Effective Date”), by and between the City of Portola (“City”) and the Beckwourth Peak Fire Protection District (“BPPFD” or “District”). City and District may be referred to as “Party” or the “Parties” in this Agreement.

Recitals

WHEREAS, the City, on February 22, 2023, adopted a resolution requesting Plumas Local Agency Formation Commission (“LAFCo”) initiate proceedings to form the BPPFD, pursuant to the Fire Protection District Law of 1987 (California Health and Safety Code Section 13800-13970) and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.); and

WHEREAS, a joint application was filed with the Executive Officer of Plumas LAFCo by the City, Beckwourth Fire Protection District (BFD), Sierra Valley Fire Protection District (SVFPD), and Gold Mountain Community Services District (GMCSO), proposing the formation of BPPFD such that the entirety of the eastern region of Plumas County would be included within the boundaries of the newly formed district, including all of Portola, the entirety of BFD and GMCSO, and a majority of the territory within SVFPD, which would result in subsequent dissolution of BFD and SVFPD, the divestiture of fire protection and emergency medical services by Portola and GMCSO, and identifying BPPFD as the successor agency for all four applicants; and

WHEREAS, the applicants jointly conducted a feasibility study and developed a Plan for Service that set forth the terms of the reorganization and transfer of service, including transfer of assets, property, personnel and equipment; and

WHEREAS, the applicants each adopted initiating resolutions, including terms and conditions as stated in the initiating resolutions, all of which documents are by this reference incorporated herein:

- Resolution 2543 adopted February 22, 2023, by the City of Portola City Council;
- Resolution 2203.01 adopted March 15, 2023, by the Beckwourth Fire Protection District;
- Resolution 2022-23-004 adopted February 17, 2023, by the Gold Mountain Community Services District;

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

- Resolution 2023-02 adopted March 14, 2023, by the Sierra Valley Fire Protection District; and
- Feasibility Study and Plan for Services developed by the Local Emergency Services Study Group (LESSG).

WHEREAS, on June 12, 2023, Plumas LAFCo adopted the BPFDP Formation and Reorganization of Portola, BFD, GMCSD, and SVFPD (Resolution 2023-0004), subject to terms and conditions, including the transfer of property, revenues, expenses, assets, and fund balances; and

WHEREAS, the City dedicated real and personal property assets to be accepted by the BPFDP “as-is” with all leases or other liabilities attached thereto.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do agree as follows:

1. **Real and Personal Property.** In consideration of the terms and conditions of this Agreement, including recognizing that the District is providing services to City residents, the City shall convey to BPFDP the real and personal property, further described in the Asset Transfer Schedule attached hereto as **Exhibit A** (“Dedicated Property”) without any additional charge or fee.
2. **Term.** The Agreement shall commence upon the Effective Date and shall terminate upon the transfer of all Dedicated Property as set forth in this Agreement.
3. **Contingencies to Conveyance.** City’s obligation(s) to convey the Dedicated Property and the District’s obligation(s) to accept and take ownership of the Dedicated Property are contingent upon the prior satisfaction of each and all of the following conditions and contingencies (collectively the “Contingencies”). These Contingencies are intended for the mutual benefit of both the City and the District, and neither party shall have any obligations to the other under this Agreement unless and until each Contingency is satisfied and/or mutually waived by both of the Parties. The Contingencies to City’s obligation to convey and transfer the Dedicated Property to the District include all of the following:
 - (a) Satisfaction of any lawful conditions precedent to such approval.
4. **Limited Representations and Warranties Pledged.** City pledges the following representations and warranties to the District, and no other:

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

(a) City of Portola is a California municipal corporation formed in the State of California and is in good standing under the laws thereof.

(b) City of Portola holds title to the Dedicated Property free and clear of all liens and encumbrances except those which may be the subject of a federal, state, or local grant agreement and are disclosed to District as set forth below.

5. **Due Diligence.** All Parties to this Agreement agree to immediately commence all reasonable actions or undertakings necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the term of this Agreement. Consistent with Sections 18 and 19, City shall provide the District with all necessary and available information, assistance, reports, maps, and funding agreements or restrictions regarding the Dedicated Property to allow each Party to meet the Contingencies in Section 2.
6. **Good Faith.** The City and District will cooperate with each other in good faith; will be timely, fair and act in accord with law and procedure; and will work towards a successful transition. The City shall execute any future documentation, if any should be required to transfer the Dedicated Property to District.
7. **Binding Effect.** The Parties to this Agreement mutually agree that it shall be binding upon their respective heirs, personal representatives, successors or assigns.
8. **Entire Agreement.** This Agreement, along with the additional deeds and conveyance instruments contemplated hereby, represent the entire Agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof. This Agreement may not be modified except by a written agreement signed by both City and District.
9. **Waiver.** No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.
10. **Captions and Headings.** The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits and recitals included and referred to in this Agreement are attached to it and incorporated in it by this reference.

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.
12. **Governing Law.** This Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a state action, in the Superior Court of the State of California for the County of Plumas, or if a federal action, in the Eastern District of California of the United States District Court.
13. **Invalidity of Any Provision.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.
14. **Drafting of Agreement.** City and District acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both Parties and no one party shall be construed as the draftsman.
15. **Attorney's Fees.** If either Party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court.
16. **Survival.** The representations, warranties, obligations, and the remedies for breach of obligations in this Agreement shall survive the expiration or termination of this Agreement.
17. **Time of the Essence.** Time is of the essence in this Agreement.
18. **Notices.** All notices to be given under this Agreement shall be in writing and sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with the courier, or (2) telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by fax machine or other similar means, provided that a transmission report is generated by reflecting the accurate transmission of the notices, as follows:

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

CITY:

City of Portola
Attention: City Manager
P. O. Box 1225
Portola, CA 96122

DISTRICT:

Beckwourth Peak Fire Protection District
Attn: District Board Chair or Fire Chief
180 Main Street
Beckwourth, CA 96129

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt of that notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

19. Review of Personal Property. Upon execution of this Agreement and for all items of personal property that are Dedicated Property, City shall:

- (a) Deliver to District copies, of grant agreements, purchase records and receipts, contractor and vendor warranties, all other contracts, or other documents of material importance to the property or the operation of the property, and any other documents related to the property as requested by the District.
- (b) District shall have three (3) days after the Effective Date to take possession of the personal property. The District may request that City execute a bill of sale in substantially the form set forth in **Exhibit B** to document the transfer of such property to the District.

20. Review of Real Property. Upon execution of this Agreement and for all parcels of real property that are Dedicated Property, City shall:

- (a) Provide District with access to the Dedicated Property to inspect every parcel of real property.
- (b) Deliver to District copies, whenever available, of grant agreements, purchase records and receipts, surveys, tax bills, as-built mechanical, electrical, and structural plans and specifications, and applicable flood plain maps, to the extent available; contractor and vendor warranties, a copy of any notice of any statutory or code violation pertaining to the personal property received by City in the previous five (5) years and any documents pertaining to the resolution, evidence of satisfaction of all governmental requirements with respect to the

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

use, operation, or transfer of the real property, including without limitation, building permits, information regarding any and all historic designations, certificates of occupancy, all other contracts or other documents of material importance to the real property or the operation of the real property, and any other documents related to the real property as requested by the District.

- (c) Within fourteen (14) days of the Effective Date, City shall execute a grant deed in substantially the form set forth in **Exhibit C** to transfer such property to the District. Notwithstanding the foregoing, City may execute a quitclaim deed in substantially the form set forth in **Exhibit D** to transfer that certain real property commonly referred to as APN 125-203-007 to the District. The Parties understand and agree that the transfer of any real property shall be subject to a right of reversion in the event that District or its successor no longer provides fire protection and emergency medical services to the City or its successor. Such reversion shall be in substantially the form set forth in **Exhibits C or D**, as applicable.

21. Representations and Covenants of District. District makes the following representations and covenants, each, and all of which shall survive any and all inquiries and investigations made by the City and shall survive the expiration of this Agreement.

- (a) District acknowledges and agrees that the Property is transferred and conveyed to, and accepted by District, in an “AS IS” condition with all faults, except that it will be transferred and conveyed to District free and clear of all liens and encumbrances except those that are expressly set forth in this Agreement. District acknowledges that it is accepting the Property on the basis of District's own investigation of the physical and environmental conditions of the Property, including subsurface conditions, and District assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation.
- (c) It is expressly understood and agreed that following conveyance to District, the City shall have no obligation to share in the cost and expense of maintaining and operating the Dedicated Property, or any portion thereof, and that any such costs and expense shall be District's sole and exclusive responsibility.

22. Effect of Recitals. The Recitals shown above are considered true, are incorporated into this Agreement by this reference as though fully set forth and are binding on the Parties.

[signature page follows]

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

CITY OF PORTOLA

By: _____
Name: _____
Title: _____

BECKWOURTH PEAK FIRE PROTECTION DISTRICT

By: _____
Name: _____
Title: _____

List of Exhibits:

- Exhibit A** -- Description/Schedule of Real and Personal Property
- Exhibit B** – Template Bill of Sale
- Exhibit C** – Template Grant Deed
- Exhibit D** – Template Quitclaim Deed

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

[Attach exhibits]

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

EXHIBIT A Property Schedule

Real Property:

APN #	Address	Facility	Improvements
125-203-008	420 N. Gulling St.	North Side Station	yes
125-203-007	420 N. Gulling St.	Vacant land	no
126-074-003	316 First Avenue	South Side Station	yes

Personal Property:

Vehicles/Equipment

ID #	Vin #	Year/Make	Description
9322	1FVDCYBS3HZ71906	2008 Freightliner	Westates built, type 1 engine, light rescue, 1500 gpm 850 gal, 5 seats, 4 SCBA seats
9331	IXPBVMRDXD251645	1976 Peterbuilt	3000 gall support tender, 2 seats
9372	3C7WRNEL0HG695638	2017 Dodge 5500	Type 6 Engine, BLS response, 300 gpm, 450 gal, 4 seats
9321	1FVDBSO1HJ21556	2001 Freightliner	Westates built, type 1 engine, light rescue, 1250 gpm, 750 gal, 5 seats, 3 SCBA seats
9352		2005 Ford Expedition	BLS response, 5 seats
Support 1	1FDSS34F31HA42485	Ford	Van body

Other Personal Property* – South Side Station

Miscellaneous Tools
Ground Monitors
Generators
Miscellaneous Hardware
Small Toolboxes with tools
Station Barbeque
Furniture
Office Desks & Chairs
Kitchen Appliances
Kitchen Cookware/Dishes/Utensils
Tables & Chairs
Televisions - 2

Other Personal Property* – North Side Station

Washer/Dryer
Hose Washer
Office Desk
Spare Hose – 1.5," 3", 4"
Generator

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

*All remaining Fire Department sundry supplies, clothing, safety gear and equipment

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

**EXHIBIT B
TEMPLATE BILL OF SALE**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, City of Portola, (“Seller”), does hereby sell, grant, transfer, convey, and deliver to the Beckwourth Peak Fire Protection District, (“Buyer”), all title, interest, and ownership to the following described personal property (“Personal Property”) to wit:

TO HAVE AND TO HOLD the same unto the Buyer and Buyer’s successors and assigns forever.

The Personal Property is being transferred to Buyer “AS IS” as more particularly set forth in that certain Asset Transfer Agreement between Seller and Buyer, dated _____.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed in its name by its duly authorized representative as of the date set forth below.

DATED: _____

CITY OF PORTOLA

By _____

Title _____

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

**EXHIBIT C
TEMPLATE GRANT DEED**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

BECKWOURTH PEAK FIRE PROTECTION DISTRICT
180 Main Street
Beckwourth, CA 96129
ATTN: Fire Chief

**EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

Grant Deed

The undersigned Grantor(s) declare(s): Beckwourth Peak Fire Protection District is exempt from property taxes. Documentary transfer tax is \$_____.

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area City of _____ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(S) to

the following described real property in the City of _____
County of _____
State of California:

SEE ATTACHED EXHIBIT A (Property)

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

This conveyance by Grantor is made pursuant to which Grantee has agreed that it shall use the Property to provide fire protection and emergency medical services to the residents of the City of Portola. Subject to the following procedure, Grantor shall have a right of reversion in the Property if Grantee or its successor no longer provides fire protection and emergency medical services to the residents of the City of Portola or its successor. In such event, Grantee shall provide prior written notice to Grantor, and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee’s written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may retain ownership of the Property for any lawful use or dispose of it pursuant to applicable law.

Dated: _____, 20__ By: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
 COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

Signature: _____ (seal)

CITY OF PORTOLA AND BECKWOURTH PEAK FIRE PROTECTION DISTRICT

**EXHIBIT D
TEMPLATE QUITCLAIM DEED**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

BECKWOURTH PEAK FIRE PROTECTION DISTRICT
180 Main Street
Beckwourth, CA 96129
ATTN: Fire Chief

**EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

Quitclaim Deed

The undersigned Grantor(s) declare(s): Beckwourth Peak Fire Protection District is exempt from property taxes. Documentary transfer tax is \$_____.

- Computed on full value of property conveyed, or
 Computed on full value less value of liens and encumbrances remaining at time of sale.
 Unincorporated area City of _____ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby remises, releases, assigns and forever quitclaims to

all of Grantor's rights, title and interest in and to that described real property in the City of _____
County of _____
State of California:

SEE ATTACHED EXHIBIT A (Property)

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

This conveyance by Grantor is made pursuant to which Grantee has agreed that it shall use the Property to provide fire protection and emergency medical services to the residents of the City of Portola. Subject to the following procedure, Grantor shall have a right of reversion in the Property if Grantee or its successor no longer provides fire protection and emergency medical services to the residents of the City of Portola or its successor. In such event, Grantee shall provide prior written notice to Grantor, and Grantor shall have the right, but not the obligation, to retake ownership of the Property. Grantor must exercise its right of reversion by sending a written notice of exercise to Grantee in writing within ninety (90) days of receiving Grantee's written notice and Grantee shall transfer the Property back to Grantor in its current condition as-is within thirty (30) days of receipt of such notice of exercise. If Grantor fails to respond to Grantee in writing within said ninety (90) day period, or if Grantor determines to waive its right of reversion, then the Grantee may retain ownership of the Property for any lawful use or dispose of it pursuant to applicable law.

Dated: _____, 20__ By: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**CITY OF PORTOLA AND BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

Signature: _____ (seal)



Beckwourth Fire District

Phone: Station 1 (530) 832-1008

Fax: (530) 832-5828

E-mail: bfpd@beckwourthfire.com

Web: www.beckwourthfire.com

180 Main St. Beckwourth, CA 96129

June 6, 2024

Rich McLaughlin

Beckwourth Peak Fire Protection District

Subject: Employee Applications

Dear Rich,

I am writing to confirm that all the employees who are currently employed with Beckwourth Fire District are interested in continuing their service with the Beckwourth Peak Fire Protection District on July 1st, 2024.

As previously referenced, the LAFCo process did mention employees would have to apply for the new organization. If you and your organization agree, I would like to recommend all members who wish to continue with Beckwourth Peak be allowed to do so with this letter.

Beckwourth Fire District has employees with varying qualifications but assure you they are a great asset and have a bunch to offer. We currently have an active OES vetted Out of County Program that meets their standards. On the California State Fire Training side; we have multiple members with Firefighter I or Quincy Fire experience and multiple certified Fire Apparatus Driver / Operators.

As your organization comes together, our employees are receptive to training to whatever standard you require within reason.

Please reach out to me with any questions or concerns. Thank you for your consideration and have a great day.

Kenny Osburn

Fire Chief

Beckwourth Fire District

ISO Class 4/6

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

**BECKWOURTH PEAK FIRE DISTRICT
DEPARTMENT MEMBERSHIP
6/24/2024**

CALL	NAME
9400	Osburn, Kenny- Chief Ops./EMT
9401	
9402	
9403	Villa, Ruben - Captain/EMR
9404	Hiatt, Scott - Captain/EMR
9405	Meyers, Floyd - Fire Dept. Sec. EMT
9406	Mendoza, BJ - FF/EMR
9407	
9408	Sharp, Cole-FF/EMT
9409	Bertken, Jack- FF/EMT
9410	Lackenbauer, Bruce- FF/EMT
9411	Thatcher, Dawson FF
9412	Barclay, Audriana
9413	
9414	Duff, Kurt
9415	
9416	Rogers, Leslie-FF/EMT
9417	
9418	
9419	Jaquez, Cypress- Explorer
Auxiliary	Hiatt, Debbie
Cadets	
EXP-1	
EXP-2	
EXP-3	
EXP-4	
EXP-5	
BOD	Smith, Larry
BOD	Daniel Smith
BOD	Melissa Klundby
BOD	Cary Curtis
BOD	Rich McLaughlin
Admin	Stockdale, Jamie
Admin	Grant, Heather
9301	
9302	Avalos Espinoza, Jose-FF/EMT Portola ABC
9303	Fatheree, John-Captain/EMR
9304	Flewell, Kurt-Captain/EMR
9305	Avalos Espinoza, Jose-FF/EMT
9306	Attama, Brian-Captain/EMT
9307	Hoyos, Rudy-Captain

9308	Preciado Sr., Victorino	200 Pa
9309		
9310		
9311	Felix, Steven-FF/EMR	
9312	Harris, Ben- FF	
9313	Marsh, Jake	
9314	Low, Christopher - FF/EMT	
9315		
9316		
9317	Couto, Joe-FF/EMR	
9318		
9319		
9500	Cameron, Duncan Sierra Valley Chief/EMT	
9501	Evans, Brian Asst. Chief	
9502	Greenwood, Seth CPR/Captian	
9503	Holbrook, Jr., Robert CPR/Captain	
9505	Evans, Andy EMR/Captain	
9507	Jaques, Josh Captain/FF/EMR	
9509	Coonrod, Revin FF/EMR	
9512	Hernandez, Johnny FF	
9514	Barclay, Makiah FF/CPR	
9515	Smith, Rachelle FF/CPR/EMT	
9516	Barclay, Nolan FF/CPR/EMR	
9517	Jaquez, Cypress Explorer	

STAFF REPORT

DATE: July 3, 2024
TO: Member of the Board of Directors
FROM: General Counsel
RE: **ADOPT THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT 1974**

RECOMMENDATION

It is recommended that the Board of Directors of the Beckwourth Peak Fire Protection District (the "District") adopt Resolution No. 2024.06 adopting the Conflict of Interest Code pursuant to the Political Reform Act of 1974.

BACKGROUND

The Political Reform Act (the "Act") requires all state and local government agencies to adopt and promulgate a conflict of interest code establishing the rules for reporting personal assets and the prohibition from making or participating in the making of any decisions that may affect any personal assets. A conflict of interest code must specifically designate all agency positions, except for those listed in Gov. Code § 87200, that make or participate in the making of agency decisions which may foreseeably have an effect on any financial interest of that person, and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

Attached is a copy of the proposed Conflict of Interest Code ("Code"). This Code incorporates FPPC Regulation 18730 by reference as the provisions with an Appendix attached designating positions that make or participate in making decisions of the agency and assigned appropriate disclosure categories in Exhibit A, and list the disclosure categories in Exhibit B, as well as declare those primary positions that specifically manage public investments. This is commonly referred to as the FPPC Standard Code.

CONCLUSION

Adopt Resolution No. 2024.06 amending the Conflict of Interest Code of the District and directing that such amendment be submitted to the Plumas County Board of Supervisors as the District's code-reviewing body (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

Attachment: proposed Conflict of Interest Code.

**NOTICE OF INTENTION TO ADOPT OF THE
CONFLICT OF INTEREST CODE OF THE
BECKWOURTH PEAK FIRE PROTECTION DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Beckwourth Peak Fire Protection District intends to adopt the District's Conflict of Interest Code (the "Code") pursuant to Government Code Section 87306.

The Code designates those employees, members, officers, and consultants who make or participate in the making of decisions which may affect personal financial interests and are subject to the disclosure requirements of the District's Code.

The proposed Conflict of Interest Code will be considered by the Board of Directors on July 3, 2024 at 5:00 p.m. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed Code adoption. Any comments or inquiries should be directed to the attention of Administrative Officer, Beckwourth Peak Fire Protection District, 180 Main Street, Beckwourth, CA 96129; (530) 832-1008. Written comments must be submitted no later than July 3, 2024, at 5:00 p.m.

Copies of the proposed Code may be obtained from the office of the Administrative Officer.



BECKWOURTH PEAK FIRE PROTECTION DISTRICT

Phone: Station 1 (530) 832-1008
Fax: (530) 832-5828
fireprotectplumas@gmail.com
180 Main St. Beckwourth, CA 96129

Board Members

Rich McLaughlin
President

Daniel Smith
Vice-President

Cary Curtis
Director

Melissa Klundby
Director

Larry Smith
Director

Interim Fire Chief
Kenny Osburn

Admin. Officer
Heather Grant

RESOLUTION NO. 2024.06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BECKWOURTH PEAK FIRE PROTECTION DISTRICT TO ADOPT A CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Beckwourth Peak Fire Protection District (the "District") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the District being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on **July 3, 2024**, and of consideration by the Board of Directors of the District, the proposed Conflict of Interest Code was provided to each designated employee and publicly posted by the District for review; and

WHEREAS, a public meeting was held upon the proposed Conflict of Interest Code at a regular meeting of the Board of Directors in **July 3, 2024**, at which all present were given an opportunity to be heard on the proposed Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Beckwourth Peak Fire Protection District does hereby adopt the proposed Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Administrative Officer and available to the public for inspection and copying during regular business hours;

BE IS FURTHER RESOLVED that the said Conflict of Interest Code shall be submitted to the Plumas County Board of Supervisors for approval and said Code shall

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



BECKWOURTH PEAK FIRE PROTECTION DISTRICT

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fireprotectplumas@gmail.com
180 Main St. Beckwourth, CA 96129

become effective 30 days after the County Board of Supervisors approves the proposed Conflict of Interest Code as submitted.

APPROVED AND ADOPTED this 3rd day of July, 2024.

APPROVED:

Chair, Board of Directors

Beckwourth Peak Fire
Protection District

ATTEST:

Secretary, Board of Directors

Beckwourth Peak Fire

Protection District

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



BECKWOURTH PEAK

FIRE PROTECTION DISTRICT

Phone: Station 1 (530) 832-1008
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fireprotectplumas@gmail.com
180 Main St. Beckwourth, CA 96129

Exhibit A: Conflict of Interest Code

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

CONFLICT OF INTEREST CODE

OF THE

**BECKWOURTH PEAK FIRE
PROTECTION DISTRICT**

BECKWOURTH PEAK FIRE PROTECTION DISTRICT **CONFLICT OF INTEREST CODE**

(Adopted July 3, 2024)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the **Beckwourth Peak Fire Protection District** (the "**District**").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Administrative Officer** as the **District's** Filing Officer. The **Administrative Officer** shall retain the originals of the statements filed by all officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

BECKWOURTH PEAK FIRE PROTECTION DISTRICT

(Adopted July 3, 2024)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

District officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to the District’s Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments:¹

Members of the Board of Directors

Fire Chief/Treasurer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Assistant Fire Chief	5
Battalion Chief (ALL)	5
General Counsel	1, 2
Consultants and New Positions ²	

² Individuals providing services as a Consultant defined in Regulation 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Fire Chief may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The Fire Chief's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code. (Gov. Code Sec. 81008.)

PART “B” **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the District.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the District.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the District.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Investment of District Funds

POLICY NUMBER: 2130

2130 Investment of District Funds

2130.1 Background:

- a) The State Legislature has declared the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) § 53600.6 and § 53630.1); and,
- b) Government Code Sections 53601, et seq., allow the legislative body of a local agency to invest surplus monies not required for the immediate necessities of the local agency; and,
- c) CGC requires the Treasurer or fiscal officer of a local agency to annually prepare and submit a statement of investment policy along with any changes to the Board of Directors at a public meeting (GC § 53646(a)).
- d) For these reasons, and to ensure prudent and responsible management of the public's funds, it is the policy of the District to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the District and conforming to all statutes governing the investment of District funds.

2130.2 Scope:

This investment policy applies to all financial assets of the District as accounted for in the District's annual audited financial statements. These funds include:

- a) Operation and Maintenance Fund
- b) Operational Reserve Account
- c) Strike Team Reserve Account
- d) Capital Reserve Account
- e) Grant Accounts

2130.3 Prudence:

The Board and those officers authorized to make investment decisions subject to these policies are fiduciaries subject to the "prudent investor standard" as set out in California

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Investment of District Funds

POLICY NUMBER: 2130

Government Code Section 53600.3 and applied in the context of managing an overall portfolio. A fiduciary shall act with judgement, care, and prudence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated liquidity needs of the District. Fiduciaries shall make investment decisions not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported to the Board of Directors in a timely fashion and appropriate action is taken to control adverse developments.

2130.4 Objectives:

As specified in GC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objectives of the investment activities, in priority order, shall be:

- a) **Safety:** Safety of principal is the foremost objective of the investment program. The District shall invest funds in a manner including diversification that seeks to ensure the preservation of capital in the whole portfolio. The District shall make investments so that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- b) **Liquidity:** The secondary objective shall be to meet the liquidity needs of the District.
- c) **Return on Investments:** The third objective shall be to achieve a return on the invested funds under the District's control.

2130.5 Delegation of Authority:

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Investment of District Funds

POLICY NUMBER: 2130

The District derives the authority to manage the investment program from California Government Code Sections 53600, et seq. By this policy, the District delegates management responsibility for the investment program to the Treasurer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer, with guidance by the Finance Committee, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff. Under the provisions of California Government Code §53600.3, the Treasurer is a trustee and a fiduciary subject to the prudent investor standard.

2130.6 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict, or appear to conflict, with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. All such personnel shall meet the requirements for ethics training under AB 1234 and be current under California Code, Government Code - GOV § 87203 Conflict of Interest disclosures.

2130.7 Authorized Financial Institutions and Dealers

The Treasurer, in cooperation with the Finance Committee, shall maintain a list of financial institutions, selected based on credit worthiness, financial strength, experience and minimal capitalization authorized to provide investment services. In addition, the Treasurer will also maintain a list of any approved security broker/dealers selected based on credit worthiness that are authorized to provide investment and financial advisory services in the State of California. Such broker/dealers must be licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers, or other applicable self-regulatory organizations. The District shall make all public deposits only in a qualified public depository as established by state laws.

Before engaging in investment transactions with a broker/dealer, the Treasurer shall have received from said firm a signed Certification Form, attesting that the individual responsible for

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Investment of District Funds

POLICY NUMBER: 2130

the District's account, that that the individual has reviewed the District's Investment Policy, and that the firm understands the policy and intends to present investment recommendations and transactions that are appropriate under the terms and conditions of the Investment Policy.

3035.8 Authorized and Suitable Investments

CGC empowers the District to invest in funds and financial instruments as authorized by California Government Code §53601, et seq. Under the provisions of CGC §53601.6 the District shall not invest any funds in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interest accrual if held to maturity. All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third-party trustee and valued on a monthly basis. The percentage of collateralization on repurchase and reverse repurchase agreements will adhere to the amount required under CGC §53601.

3035.9 Diversification

The District will diversify its investments by security type and institution to the extent necessary to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities.

3035.10 Reporting

In accordance with CGC §53646(b)(1), the Treasurer shall submit a quarterly investment report on all invested funds to the Board of Directors. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio. As specified in CGC §53646 (e), if the District places all funds in LAIF, FDIC-insured accounts and/or in a county investment pool, copies of the latest statements from such institutions may replace the foregoing report elements. The report must also include a certification that: (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy; and, (2) [district] will meet its expenditure obligations for the next six months as required by CGC §53646(b)(2) & (3). The Treasurer [shall maintain a complete and timely record of all investment transactions.

BECKWOURTH PEAK
FIRE PROTECTION DISTRICT



POLICY TITLE: Investment of District Funds

POLICY NUMBER: 2130

3035.11 Investment Policy Review

The Board of Directors shall review this Investment Policy on an annual basis and approve all modifications.

DRAFT

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Reserve Policy

POLICY NUMBER: 2150

2150 Reserve Policy

2150.1 Purpose: To provide policy and direction for the Beckwourth Peak Fire Protection District (District) for creating and maintaining adequate financial reserves. This policy establishes the procedures and level of reserve funding to achieve the following specific goals:

- a) Maintain minimal operational sustainability in periods of economic uncertainty.
- b) To maintain suitable funding to pay firefighters responding to major fire and or emergency calls in support of National, State, or County requests for strike team mobilization.
- c) Fund replacement and major repairs for the District's physical assets.

The District shall account for reserves as required by Governmental Accounting Standards Board Statement No. 54, which distinguishes reserves as among these classes: restricted, committed, assigned, and unassigned. The reserves stated by this policy, unless otherwise required by law, contract, or District policy shall be deemed "assigned" reserves.

2150.2 Policy: Key objectives of prudent financial planning are to ensure sufficient resources for current services and obligations and to prepare for future anticipated funding requirements and unforeseen events. To meet these objectives, the District will at all times strive to have sufficient funding available to meet its operating, capital, and debt service obligations. The District will accumulate and manage reserve funds in a manner which allows the District to fund obligations within its cash flow requirements. The Board of Directors will review the level of reserves and the policies behind them during annual budget discussions.

This policy limits the accumulation of District Reserves to available "Unrestricted" Funds (not obligated by law, contract, or agreement), including donations, interest earned, fees for service or other non-grant earnings. The Board of Directors will designate the use of all special use funds. The District will build reserve accounts and funding over time as staff gain a better understanding of the revenues available and the actual costs of operation. In its initial annual budget, the District has identified the following three reserve accounts.

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Reserve Policy

POLICY NUMBER: 2150

a) **Operational Reserve:**

Operational Reserves equal to one quarter (3-months) operating cost will accumulate from existing unrestricted funds, with an initial contribution of \$100,000 and annual contributions at a rate of \$25,000 annually, augmented by non-encumbered funds at the end of the fiscal year.

b) **Strike Team Reserve:**

Strike Team reserves will be set at a maximum of \$50,000 with an initial contribution, with annual augmentation as necessary to preserve the reserve fund at \$50,000. Only the amount required to maintain \$50,000 will be contributed each year.

c) **Capital Improvement Reserves:**

Capital Reserves will accumulate from existing unrestricted funds at a rate of \$10,000 annually until a maximum of \$100,000 is reserved. The District may contribute non-encumbered funds at the end of the fiscal year to the Capital Reserve fund if such unencumbered funds are not required to maintain targeted Operational Reserves. When the annual accumulation increases the Reserve beyond \$100,000, only the amount required to reach the maximum will be reserved.

2150.3 Using Reserve Funds:

a) **Operational Reserve:**

The District will accrue Operational Reserves equal to three months [\$220,000] of minimal facility and administrative functions. The Fire Chief shall use reserve funds as need to support:

1) Facility operations.

2) Administrative operational functions, including minimal staffing levels and administrative/office expenses.

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Reserve Policy

POLICY NUMBER: 2150

3) Facility repairs (distinguished from Capital Improvements) and may include painting, caulking of seams, roof repairs, HVAC repairs, patching of walls, etc.

b) **Strike Team Reserve:**

The Fire Chief shall use Strike Team Reserves to support Strike Team wages and operational costs in the event the District dispatches teams to support National, State, and County support requirements. The Treasurer will contribute Strike Team reimbursements back to the Reserve account.

c) **Capital Improvement Reserve:**

The District will limit the use of Capital Improvement Reserve funds to costs related to making changes to improve or acquire capital assets, increase their useful life, or add to the value of these assets.

The Fire Chief will identify appropriate projects or acquisitions for Board of Director approval. Uses must further the mission of the District, evaluated according to their value to the District and the people it serves.

2150.4 Procedures:

The Fire Chief is responsible for managing reserves in accordance with this policy. No less than annually, the Board of Directors will evaluate the goals and purposes of each reserve and adopt policy changes as may be necessary or desirable. The Board of Director authorizes the Fire Chief to spend Operational and Strike Team reserves as required to meet the District's mission. The Board of Directors retains authority over Capital Improvement Reserve based on Fire Chief recommendations. Authorization to use the funds will be consistent with applicable District policies and procedures. The Fire Chief will prepare an annual analysis of the reserve levels for presentation as part of the budget process.

Work Period

1145.1 WORK PERIOD / OVERTIME

ADOPTION OF A 14 DAY WORK PERIOD AND COMPENSATION POLICY

As allowed by the 7(k) exemption under the FLSA, the District has adopted a 14 day work period, in which the maximum allowable hours worked before overtime is triggered is 106 hours. Any time over 106 hours in the 14 day work period will be compensated at the appropriate overtime rate. The work period coincides with the Districts pay periods.

Employee Compensation schedule is attached as Exhibit A, and outlines the pay rates as of October 22, 2023

Paid Employees are categorized as follows

- **Fire Chief: Salary, at will contract employee.**
- **Duty Officer- The Duty Officer shall be scheduled to work nine (9) hourshifts (including 1 hour paid lunch)**
- **On-Call Weekend Duty Officer (PM)- Duty Officers who are Driver/Operator Certified and are a EMT/EMR working on the weekend (Friday-Sunday).**
- **On-Call Weekday Duty Officer (PM). Weekday on-call employees will be compensated at the appropriate hourly wage (Exhibit A) for on-call time. Employees who are on-call are required to remain within 5 miles of the closest District Station. However, employees who are "on-call" are free to engage in personal pursuits and use the time in their own discretion. Unless and until on-call employees are requested to report to a call for emergency services, they are not required to perform any District duties. Employees who are on-call may choose to (but are not required to) stay at a fire station. Should employee choose to remain at a fire station while on-call, they are not expected to or required to perform any duties on behalf of the district. On-call employees are required to full-fill any reporting requirements related to emergency response involvement.**
- **Battalion Chief/ Acting Battalion Chief will be compensated according to the pay schedule in Exhibit A. This position will be required to keep track of hours during the time they fill this position.**
- **Paid-Call- Employees will be compensated at the appropriate Classification rate for their position by one hour increments when responding to calls.**
- **Strike Team- Strike team employees are considered as Temporary Employees for the time of their deployment but are not considered as Permanent Employees of the District and will be paid based on OES Salary Schedule.**

Work Period

EXHIBIT A

EMPLOYEE COMPENSATION SCHEDULE.

On Duty Pay/ Paid Call Rate

Base Rate: \$16.00 hr.

EMT/EMR & Driver Operator: \$17.00 hr.

Acting Battalion Chief: \$18.00 hr.

On-Call Rate:

Weekdays - \$8.00.

Weekends - \$17.00.

1145.2 RECORDING HOURS WORKED

All employees will keep record of any and all hours worked and under which classification work was performed. These time cards are due to HR by the last day of the pay period. Each time card must be filled out by the employee wishing to be compensated for hours worked and include employees signature on the page. Signature will also be considered as verification that break periods have been taken as required by law, as is stated on time card forms.

EXHIBIT A

EMPLOYEE COMPENSATION SCHEDULE.

On Duty Pay/ Paid Call Rate

Base Rate: \$16.00 hr.

EMT/EMR & Driver Operator: \$17.00 hr.

Acting Battalion Chief: \$18.00 hr.

Administrative Battalion Chief (Procurement) TBD

Training Officer TBD

Assistant Chief TBD

On-Call Night Rate, Weekday (Monday-Thursday): \$8.00 hr.

On-Call Night Rate, Weekend (Friday-Sunday) must be a Driver/Operator: \$17.00 hr.

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Types of Board Meetings

POLICY NUMBER: 4235

4235 Types of Board Meetings

4235.1 Regular meetings: Regular meetings of the Board of Directors shall be held on the First Wednesday of each calendar month at 5:00 PM in the Beckwourth Peak Fire Station, 180 Main Street, Beckwourth, CA 96129. The date, time and place of regular Board meetings may be reconsidered annually at the annual organizational meeting of the Board, or such other time as the Board may determine due to a change in District needs and circumstances.

4235.2 Special meetings: Special meetings of the Board of Directors may be called by the Board President or by a majority of the Board.

4235.2.1 All Directors shall be notified of the special Board meeting and the purpose or purposes for which it is called. Notice of the meeting shall be in writing, received by them at least 24 hours prior to the meeting.

4235.2.2 An agenda shall be prepared and posted at least 24 hours before the meeting and shall be delivered with the notice of the special meeting to the Board of Directors.

4235.2.3 Notice of the meeting shall be provided when possible to newspaper and other social media outlets and to any person who has requested to receive notices of meetings by serving a copy of the agenda at least 24 hours before the meeting.

4235.2.4 Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

4235.3 Emergency Meetings: In the event of an emergency situation involving matters upon which prompt action is necessary, the Board of Directors may hold an emergency meeting without complying with the 24-hour notice requirement. An emergency situation means either, as determined by a majority of the Board: (1) a work stoppage, crippling activity, or other activity that severely impairs public health or safety; or (2) a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses immediate and significant peril (a dire emergency).

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Types of Board Meetings

POLICY NUMBER: 4235

4235.3.1 When possible, notice shall be provided to the media outlets by telephone at least one hour before the meeting.

4235.3.2 Actions taken during an emergency meeting shall be by roll call vote.

4235.3.3 The Board may meet in closed session if agreed to by 2/3 vote of the members present, or if less than 2/3 present, by unanimous vote.

4235.3.4 Following an emergency meeting, the minutes of the meeting, a list of persons notified or attempted to be notified of the meeting, and actions taken must be posted for ten (10) days in the District office.

4235.4 Adjourned Meetings: A majority vote of the quorum of the Board of Directors may adjourn any Board meeting at any place in the agenda to a time and place specified in the order of adjournment, except that if no quorum is present or no Directors are present at any regular or adjourned regular meeting, the Board President **or presiding Board Director** may declare the meeting adjourned to a stated time and place. Notice of the adjourned meeting shall be posted on or near the door of the meeting within 24 hours after the adjournment and the adjourned meeting shall be noticed in the same manner as a special meeting.

4235.5 Annual Organizational Meeting: The Board of Directors shall hold an annual organizational meeting at its regular meeting in December. **At this meeting the Board will elect a President and Vice President among its members to serve during the coming calendar year and will appoint the Fire Chief as Finance Manager and District Treasurer.**

Aligning Policies:

4205 Board Meeting Agenda

4215 Brown Act Compliance – Open Meeting Requirements

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Board Member Meeting Attendance and Meeting Teleconferencing Policy

POLICY NUMBER: 4240

4240.1

Members of the Board of Directors are expected to and shall attend all regular meetings and special meetings of the Board unless there is just cause as outlined in in the Standard and Expanded Teleconferencing Procedures.

4240.2 Definitions

Unless otherwise defined herein, the following definitions shall apply to this policy:

Agency – shall refer to the public agency that is the subject of this Policy.

Brown Act / Ralph M. Brown Act – shall reference to Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the California Government Code, known as the “Ralph M. Brown Act” pursuant to Government Code section 54950.5, as such shall be amended from time to time.

Legislative Body – shall have the same meaning as provided by Government Code section 54952, including the Agency’s governing board.

Member – shall have the same meaning as provided by Government Code section 54952.1.

Meeting – shall have the same meaning as provided by Government Code section 54952.2.

State – means the State of California.

State of Emergency – shall mean a state of emergency proclaimed by the California Governor or such others as may be empowered pursuant to Section 8625 of the California Emergency Services Act, as set forth in Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2 of the California Government Code.

Teleconferencing – attendance from different locations, other than the physical location of a meeting, by way of an audio device, whether it be telephone, audio-only internet connection, or otherwise.

Videoconferencing – attendance from different locations, other than the physical location of a meeting, by way of dual audio and visual device, whereby participants can be both seen and heard. For purposes of this policy, videoconferencing may include attendance by way of a single device or software package, or attendance via an audio-device with synced camera or webcasting.

4240.3 Attendance at Meetings

1. To be counted as present for any meeting, Board Members must be present for the duration of the meeting.
2. Just cause for absence, including late arrivals and early departures, includes temporary illness, or other unavoidable circumstances of which the President of the Board is notified

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Board Member Meeting Attendance and Meeting Teleconferencing Policy

POLICY NUMBER: 4240

prior to the meeting and as outlined in the policy and procedure sections 4240.6 and 4240.7 of this policy. Just cause also includes;

- a. Board authorized meeting absences such as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity and other justifications as listed in sections
- b. A Member who will be absent for just cause must notify the President of the Board or in the President's absence, the Fire Chief, by electronic transmission, by telephone communication or by letter prior to the meeting. The President or Fire Chief shall notify the Board of all absences that are excused for just cause. The minutes of the meeting shall indicate whether an absence was excused.
- c. A Member vacancy shall occur if a Board Member is absent from two meetings during the calendar year without just cause.

4240.4 Teleconferencing

The foregoing shall govern the Agency's use of teleconferencing for the attendance at Meetings of the members of its Legislative Bodies. The Global Teleconference Policies (Article III) and Standard Teleconferencing Procedures, (Article IV) shall apply in all instances, except when (1) a Board Member has either "just cause" or an "emergency circumstance" so as to permit the use of the Expanded Teleconferencing Procedures (Article V) or (2) A State of Emergency issued by the California Governor is in effect sufficient to trigger the use of Emergency Teleconferencing Procedures.

4240.5 Global Teleconferencing Policies:

At the discretion of the Legislative Body and /or the Fire Chief, any staff member, consultant, vendor, or individual presenting or attending a Meeting of a Legislative Body, other than a Member of the Legislative Body, shall be permitted to attend via teleconference or video conference without compliance with the rules or conditions set forth herein. Members of a Legislative Body, inclusive of the governing board members and other committees or bodies required to comply with the Brown Act, may only participate via teleconference or videoconference as permitted by the foregoing policy.

To the extent a Member desires to attend a Meeting via teleconference or videoconference, the Member shall generally be required to comply with the foregoing "Standard Teleconferencing

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Board Member Meeting Attendance and Meeting Teleconferencing Policy

POLICY NUMBER: 4240

Procedures” (Article IV) unless the circumstances exist to justify the use of the “Expanded Teleconferencing Procedures” (Article V).

A Member not in compliance with any such procedures, as applicable shall not be permitted to attend a Meeting via Teleconference or Videoconference for any purpose whether to participate in or listen to such meeting.

In all instances in which a Member is attending a Meeting via teleconference or videoconference, teleconferencing or videoconferencing, the Legislative Body shall:

1. Take all votes by roll call;
2. Conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and public appearing before the Legislative Body;
3. Provide notice and post agendas as otherwise required by the Brown Act;
4. Permit members of the public access to the meeting and an opportunity to address the Legislative Body as required by the Brown Act.

4240.6 Standard Teleconferencing Procedures:

A Member may attend a Meeting via teleconference or video conference if the following conditions are satisfied:

1. At least a quorum of the members of the Legislative Body participates in the meeting from locations within the boundaries of the agency;
2. The agenda posted for the Meeting is posted at all teleconference locations, each of which are identified in the notice and the agenda for the meeting;
3. Each teleconference location is accessible to the public, and the public is permitted to comment at each teleconference location.

4240.7 Expanded Teleconferencing Procedures (Effective through January 2026)

A Member may attend a Meeting via videoconference only (teleconference will not be permitted under these procedures), without the need to comply with the Standard Teleconferencing Procedures requirements to notice and post at the agenda locations or make such locations accessible to the public, if the following conditions are satisfied:

1. At least a quorum of the members of the Legislative Body participates in-person from a single physical location accessible to the public, which is within the boundaries of the agency and clearly identified in the posted agenda;
2. The public is permitted to attend the meeting either by teleconference or videoconference in a manner such that the public can remotely attend and offer real-time comment during the meeting;

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Board Member Meeting Attendance and Meeting Teleconferencing Policy

POLICY NUMBER: 4240

3. Notice of how the public can remotely attend the meeting via teleconference or videoconference and offer comment during the meeting is included within the posted agenda;
4. The Member(s) attending remotely have either “just cause” or an “emergency circumstance” that justifies their attendance via videoconference.
 - a. A Member shall only have “just cause” for remote attendance if such participation is for one of the following reasons;
 - i. To provide childcare or caregiving need to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, with such terms having the same meaning as those terms are defined in Government Code section 12945.2;
 - ii. Due to a contagious illness that prevents the Member from attending in-person;
 - iii. Due to a need related to a physical or mental disability as defined in Government Code sections 12926 and 12926.1 not otherwise accommodated; and
 - iv. Due to travel while on official business of the Legislative Body or another state or local agency;
 - b. A Member shall have an “emergency circumstance” if such participation is due to a physical or family medical emergency that prevents the Member from attending in person.
5. The Member(s) have not attended a meeting remotely based on “just cause or “emergency circumstances” for more than two meetings in the calendar year; and
6. The Member(s) have not attended a meeting remotely on the basis of “just cause” or “emergency circumstances” for more than three consecutive months or more than two (2) of the regular meetings of an agency in a calendar year, rounded down to the nearest whole number in a calendar year.
7. The Legislative Body has, and has implemented, a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disability Act of 1980 (42 U.S.C. Sec. 12132) and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the Legislative Body shall also give notice of the procedure for receiving and resolving requests for accommodation.

To utilize the Expanded Teleconference Procedures, a Member shall:

1. For a “just cause” circumstance, notify the Legislative Body at the earliest opportunity, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the give meeting;

BECKWOURTH PEAK

FIRE PROTECTION DISTRICT



POLICY TITLE: Board Member Meeting Attendance and Meeting Teleconferencing Policy

POLICY NUMBER: 4240

2. For an “emergency circumstance”, request to participate at a meeting due to an “emergency circumstance” as soon as possible, preferably before the posting of the agenda but up to the start of the meeting, with such request including a general description of the circumstances relating to their need to appear remotely at the given meeting, though any description of emergency circumstances need not exceed 20 words and need not include any medical diagnosis or disability or personal medical information exempt from disclosure by law;
3. The Member shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the Member’s relationship with such individuals;
4. Participate through videoconferencing, with both audio and visual technology.

Upon receipt of a request from a Member to utilize the Expanded Teleconference Procedures, the Legislative Body shall:

1. Take action by majority vote on a request to participate remotely due to an “emergency circumstance” at its earliest opportunity, which may be taken as the notice agenda item or as an added item if sufficient time was not provided to place the proposed action on the agenda;
2. In the event of a disruption that prevents the broadcast of the meeting to members of the public, or in the event of a disruption within the District’s control that prevents members of the public from offering public comment using the teleconferencing or videoconferencing options, take no further action during a meeting until such access is restored.

4240.8 Emergency Teleconferencing Procedures (The most recent Emergency Teleconferencing Procedures ended as of January 1, 2024)

It is incumbent upon the Members to identify when a California State of Emergency has been issued by the Governor of California and to institute the Emergency Teleconferencing Procedures as identified at the time of publication of the State of Emergency by the State of California.

4240.9 Miscellaneous Provisions:

With respect to the Standard Teleconferencing Procedures and Expanded Teleconferencing Procedures set forth herein, such are intended to comply with Government Code sections 54953(b), (f), and (e), respectively, and, as such, in the event of a conflict between this Policy and such statutory provisions, the statutory provisions shall control and be implemented as set forth in full in this Policy.

FROM: Daniel Smith, Vice President
Meeting Date: 7-3-24

RE: Final Proposed Budget for adoption Fiscal year 24 /25

BACKGROUND: The finance committee has continued to refine the revenue available for this fiscal year, and the corresponding expenses as the goals are refined. Following our finance committee meeting on June 19, 2024, the latest budget has been loaded into quickbooks for use starting on 7-1-24.

There are still some pending revenue and expenses that will need to be added. Those items are pending tax revenues from the County, Exact special tax numbers from the new special tax, and we still need the number of tax exemptions that will be approved for low income and contiguous parcel exemptions. Also, insurance expenses will change based on workers comp contributions for increased staff. Additional insurance costs will change based on the budget. Costs for EPRFPD also will need to be added as the district assumes the control and operations of EPRFD pending final annexation.

There are two important components that are still pending in the budget.

- 1. I have confirmed with the County Assessor's office that the final APN Parcel list, and the physical data file for the 24/25 budget year will be available the first week in July. They will provide that to us ASAP.**
- 2. Colette from PlanWest Associates is scheduled to take the data from the County and merge it with the existing data that was prepared during the feasibility and formation study for the new istrict. That data will be tabulated in the correct format so it may be transmitted after certification and approval by the board to the County. It will be placed on the tax rolls for the 24/25 assessment.**

The special Tax approved by the voters allows for two tax exemptions if the assessed party qualifies per the BFPD ordinance 2024-01 which takes effect on July 5, 2024. We have been working with the community to spread the word about the need to apply for the exemption as it is not automatic, you must apply and be approved. As of June 25,2024, we have received 9 applications, representing 48 parcels total. 33 of these parcels are qualified for the exemption. 1 application is for the Low-Income exemption and the remaining 8 are for the contiguous parcel exemption. We will update the numbers for you at the meeting, as the deadline for submittal is June 28, 2024.

Also attached is the updated budget from the June 19 Finance Committee.

PROPOSED ACCOUNT STRUCTURE

Beckwourth Peak Fire Protection District
Final Proposed Budget Fiscal Year 24/25

40000 - REVENUE	24/25
40100 - Secured Property Taxes (ST)	
40110 - Beckwourth ST	\$682,400
40120 - Sierra Valley ST	\$156,186
40130 - Gold Mountain ST	\$75,000
40140 - Portola ST (TRA annual transfer)	\$28,000
40130 - Other ST (Approved Special Parcel Tax	\$0
40100 SPT Total	<u>\$941,586</u>
40200 - Secured Parcel Tax	\$131,200
40300 - Other Tax Revenue	
40310 - Timber Yield Tax	\$15
40320 - Supplemental Taxes	
40330 - Special Assess Hallelujah Junc.	\$12,000
40300 Other Tax Total	<u>\$12,015</u>
40400 - Other Income	
40410 - FS Grizzly Rent	\$6,200
40420 - Fire Contract Income (EPHC)	\$0
40430 - State Homeowners	
40440 - Grant Income Cal Fire grant	\$20,000
40441 - FEMA	
40442 - CalOES	
40440 Total	
40450 - Donations	
40460 - MVA Fire Recovery	
40470 - Misc. Income - Portola PG&E rebate	\$17,950
40400 Other Income Total	<u>\$44,150</u>
40500 - Strike Team Reimbursements	
40000 Revenue Total	<u><u>\$1,128,951</u></u>

50000 - OPERATING EXPENSES

51000 - Personnel

51100 - Wages

5110 - Fire Chief	\$115,500
5120 Assistant Fire Chief	\$15,000
5130 Battalion Chiefs	\$12,000
5140 Administrative Officer	\$49,920
5150 Shift Personnel	\$169,104
5160 Duty Officer East	\$55,845
5170 Overnight on Call East	\$43,800
5180 Paid Call	\$30,600
5100 Wages Total	<u>\$491,769</u>

PROPOSED ACCOUNT STRUCTURE

51200 - Compensation Expense	
51210 - Payroll Taxes	\$55,782
51210 - Unemployment Insurance	\$6,198
51230 - Payroll Expenses (Bank fees)	
51240 - Employee Insurance	
51250 - Holiday/Vacation Pay	
51200 Compensation Other Total	<u>\$61,980</u>
51300 - Other Employee Expense	
51310 - Employee Training Expense	\$5,000
51320 - Employee Travel - In County	\$400
51330 - Employee Travel - Out County	
51340 - Physicals/Medical	\$500
51340 - Clothing Personal	\$8,000
51350 - Clothing Wildland	\$1,000
51360 - Personnel Equipment/Shelters	
51300 Other Employee Expense Total	<u>\$14,900</u>
51000 Personnel Total	<u><u>\$568,649</u></u>
52000 Services and Supplies	
52100 - Legal Services	\$30,000
52124 - Tools & Equipment	\$2,500
52140 - Snow removal	\$8,000
52170 - Misc.	\$11,200
52190 - Professional Services	\$40,000
52200 - Audit Services	
52300 - IT Services	
52400 - Professional Services Other	
52500 - Insurance	
52510 - Liability	
52520 - Property	
52530 - Vehicle	
52500 Insurance Total	\$78,000
52574 - Fire Prevention	\$1,000
52600 - Communications Services	\$13,450
52700 - Office Expense	\$5,400
52710 - Medical Supplies	\$3,000
52745 - Meetings and Meals	\$2,000
52800 - Memberships/Publications	\$2,850
52900 - Household Expense	\$2,000
52000 Services and Supplies Total	<u>\$199,400</u>
53000 Administration	
53100 - Debt Service (Lease Purchase)	\$1,200
53200 - Reconciliation	

PROPOSED ACCOUNT STRUCTURE

53300 - Tax Administration	\$2,300	
53400 - Property Tax	\$2,000	
53500 - Utilities		
53510 - Electrical		
53420 - Water		
53530 - Propane		
53500 Utilities Total	<u>\$40,000</u>	
53000 Administration Total	\$45,500	
54000 Building/Equipment		
54100 - Maintenance		
54110 - Building	\$7,500	
54120 - Equipment	\$8,800	
54130 - Grounds	\$6,000	
54100 Maintenance Total	<u>\$22,300</u>	
54200 - Vehicle		
54210 - Vehicle Maintenance	\$17,000	
54220 - Vehicle Fuel	\$25,000	
54230 - Upgrades		
54200 Vehicle Total	<u>\$42,000</u>	
54000 Building/Equipment Total	\$64,300	
55000 Strike Teams		
50000 Operating Expense Totals	<u><u>\$877,849</u></u>	
		Revenue Totals
Total Expenses 24 / 25 Budget	\$877,849	\$1,128,951
Reserves	\$251,102	To Reserves
Operational Reserve	\$100,000	
Strike team Reserve	\$100,000	
Capital Reserve	\$51,102	
Ending Balance	\$0	Carry over

PROPOSED ACCOUNT STRUCTURE

FROM: Admin Committee

Meeting Date: July 3, 2024

RE: Administration Committee Update

BACKGROUND:

The Admin Committee was tasked with a list of initial items to research, complete and/or review with the board. The updated task list is included as a supporting document.

EXECUTIVE SUMMARY:

Website Development –

The website is now live and is available on Google and other search engines.

ca.gov Email –

Verbal update to be provided. Possible action to establish gmail.com emails in the interim

Policies –

The Finance Committee has drafted these policies for a first reading/adoption

- 2130 – Investment of District Funds
- 2150 – Reserve Policy

Other policies for review/comment/adoption

- 4120 – Members of the Board of Directors
- 4240 – Board Member Attendance at Meetings & Teleconferencing Policy

The Operational Policies/Lexipol are being re-branded by Lexipol. It is recommended that the Fire Chief review these policies and make edits. The Admin Committee will assist the Fire Chief.

Conflict of Interest Code – BB&K has completed the Conflict-of-Interest Code and is now presented to the board for a first reading/adoption. This policy has a 2-year update cycle.

FISCAL IMPACT:

No fiscal impact at this point.
