



Board Agenda Item 34

DATE: August 23, 2016

TO: Board of Supervisors

SUBMITTED BY: Jean M. Rousseau, County Administrative Officer

SUBJECT: Retroactive Amador Plan Agreement with Cal Fire for FY 2016-17

RECOMMENDED ACTION(S):

- 1. Make a finding that it is in the best interest of the County to waive the competitive bidding process under Administrative Policy No. 34 under the exception pertaining to agreements with a State agency.**
- 2. Authorize Chairman to execute retroactive Amador Plan agreement with California Department of Forestry and Fire Protection for the period July 1, 2016 through June 30, 2017 (\$1,029,377).**

The Amador Plan Agreement with the California Department of Forestry and Fire Protection (Cal Fire) provides funding to keep four fire stations open during the winter months when Cal Fire would normally close those stations, located in the eastern foothill and mountain region, due to the end of the fire season.

ALTERNATIVE ACTION(S):

Your Board may choose to consider a different number of stations to be staffed during the upcoming non-fire season.

SUSPENSION OF COMPETITION/SOLE SOURCE CONTRACT:

It is requested that your Board waive the provisions of Administrative Policy No. 34 under the exception provisions regarding agreements with a State agency. The recommended agreement reimburses the State for personnel, equipment and operating costs connected with staffing their stations during the non-fire season when they would otherwise be closed. Purchasing concurs with the request to waive the competitive bidding process.

RETROACTIVE AGREEMENT:

This agreement is retroactive as the documents were not received from Cal Fire until after the initiation date of the agreement. Performance under the agreement and incurrence of cost are generally limited to the winter and spring months each year.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended actions. Actual expenditures will be based on actual costs incurred by the State during the non-fire season as declared by the State. Sufficient appropriations are included in the Interest and Miscellaneous Expenditures Org 2540 FY 2016-17 Adopted Budget.

DISCUSSION:

The County has contracted with Cal Fire for Amador Plan services since 1982. The contract provides for structural fire protection and other emergency responses in foothill and mountain areas on the east side of Fresno County. While the agreement will cover all of FY 2016-17, the service period is for those months outside of the "fire season" which typically ends in the late fall and picks up again sometime between early and late spring. During this time, Cal Fire has historically operated the fire stations located in Squaw Valley, Piedra, Blasingame, Shaver Lake and Hurley, 24 hours/7 days per week.

On October 8, 2013, your Board directed staff to choose the four station option for FY 2013-14. Of the five stations covered prior to FY 2013-14, Fresno County Fire Protection District is now providing for the Hurley station, leaving the County's agreement with Cal Fire to cover the Squaw Valley, Piedra, Blasingame and Shaver Lake stations. Staff will continue talks with the District to transition a second station to the District in coming years.

The terms of the standard agreement, unchanged from previous years, allows Cal Fire to invoice for the last quarter of the fiscal year by March 1st with payment due 30 days thereafter. This is a variation in the County's standard payment term of 45 days. A reconciliation invoice (credit or additional billing) is then prepared by the following October 1st. This would potentially create an advance payment for services to be rendered. Historically, the projected end of the non-fire season has been sufficiently close that Cal Fire has submitted the 4th quarter billing as a final billing as all costs associated with that year's agreement have been identified.

The agreement also provides for a one year notification to Cal Fire if the County does not want to renew the agreement in the following year or wishes to change the level of service being requested in the following year. If the agreement is entered into with less than a year remaining on the term, the County may give such notice at the time the agreement is signed and the one year requirement shall not apply. If your Board anticipates not renewing this agreement for FY 2017-18, staff should be directed to so notify Cal Fire when the executed agreement is returned to Cal Fire.

REFERENCE MATERIAL:

BAI #34, October 27, 2015

ATTACHMENTS INCLUDED AND/OR ON FILE:

Sole Source Acquisition Request
On file with Clerk - Agreement with Cal Fire Amador FY 2016-17

CAO ANALYST:

Ronald Alexander