



Board Agenda Item 33

DATE: July 18, 2023

TO: Board of Supervisors

SUBMITTED BY: Paul Nerland, County Administrative Officer

SUBJECT: Retroactive Fire Protection Reimbursement Agreement (Amador Plan) with Cal Fire for FY 2023-24

RECOMMENDED ACTION(S):

- 1. Approve and authorize the Chairman to execute a retroactive Fire Protection Reimbursement Agreement with California Department of Forestry and Fire Protection, to provide funding to keep four fire stations open in the foothill and mountain areas on the east side of Fresno County, to provide structural fire protection and other emergency responses in those areas, for the period July 1, 2023 through June 30, 2024 (\$1,365,746); and**
- 2. Direct the County Administrative Officer to provide written notice to California Department of Forestry and Fire Protection that the County will extend or enter into a new fire protection reimbursement agreement for the 2024-2025 fiscal year with at least the same level of services as the recommended agreement.**

There is no additional Net County Cost associated with the recommended actions, which will approve the recommended Fire Protection Reimbursement Agreement (Amador Plan) with the California Department of Forestry and Fire Protection (Cal Fire), to provide funding to keep four fire stations (located in the eastern foothill and mountain region of Fresno County) open during the winter months when Cal Fire would normally close those stations due to the end of the fire season. This item pertains to locations in District 5.

ALTERNATIVE ACTION(S):

Your Board may choose to consider a different number of stations to be staffed during the upcoming non-fire season. Your Board may choose to change the level of service for FY 2024-25, in which case, the County Administrative Officer should be directed to so notify Cal Fire if, and when, this executed Agreement is returned to Cal Fire.

RETROACTIVE AGREEMENT:

The recommended agreement is retroactive, due to the timing of when the documents were received from Cal Fire, and the time required to update the terms of the agreement. Performance under the recommended Agreement and incurrence of costs 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, total not to exceed \$1,365,746. There are no pending invoices for this agreement. Sufficient appropriations are

included in the Interest and Miscellaneous Expenditures Org 2540 FY 2023-24 Recommended Budget.

DISCUSSION:

The County has contracted with Cal Fire for these services since 1982. The recommended agreement provides for structural fire protection and other emergency responses in foothill and mountain areas on the east side of Fresno County. While the recommended agreement will cover all of FY 2023-24, 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, the Board directed staff to choose the four-station option for FY 2013-14. Fresno County Fire Protection District (“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.

On November 2, 2021, your Board approved a retroactive agreement with Cal Fire to keep four fire stations open in the foothill and mountain areas on the east side of Fresno County, and to provide funding to provide structural fire protection and other emergency responses in those areas, for the period July 1, 2022 through June 30, 2023, which will be expiring soon.

The recommended agreement reimburses the State for personnel, equipment, and operating costs connected with staffing these stations during the non-fire season, when those stations would otherwise be closed. Historically, the projected end of the non-fire season has been sufficiently close that Cal Fire has submitted the fourth quarter billing as a final billing, as all costs associated with that year’s agreement have been identified. However, the recommended Agreement provides that for the last quarter of the fiscal year, Cal Fire will invoice the County for the “estimated” cost of services on or after March 1, and require payment from the County within 30 days of receipt of such invoice. A reconciliation invoice (credit or additional billing) will then be prepared and submitted to the County by October 1.

Payment on all quarterly invoices shall be due in 30 days, a deviation from the standard County payment term of 45 days.

The recommended agreement requires the County to notify Cal Fire one year in advance of whether County will extend or enter into a new agreement for the next fiscal year, or whether the County wishes to change the level of service provided in that fiscal year. If the recommended agreement is entered into with less than a year remaining on the term (as is the case here), the County must give such notice at the time the recommended agreement is signed, in which event the one-year requirement shall not apply. If the County fails to provide this notice under the recommended agreement, Cal Fire has the option to extend the agreement for up to one year, and to continue providing services at the same or reduced level as it determines would be appropriate during the extended term of the agreement.

The recommended agreement also contains a mutual indemnification provision, which is common in agreements with other governmental entities.

If recommended action #2 is approved, the County Administrative Officer will be directed to provide written notice to Cal Fire whether the County will extend or enter into a new agreement for the next fiscal year or wishes to change the level of service for FY 2024-25 when this executed agreement is returned to Cal Fire. Based on current information, Staff believes the current level of services provided by Cal Fire will remain necessary, and that the recommended agreement will need to be renewed for FY 2024-25.

REFERENCE MATERIAL:

BAI# 30, November 2, 2021
BAI# 6, October 8, 2013

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with Cal Fire

CAO ANALYST:

Ahla Yang