



County of Fresno

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Legislation Text

File #: 17-1237, **Version:** 1

DATE: October 31, 2017

TO: Board of Supervisors

SUBMITTED BY: Jean M. Rousseau, County Administrative Officer

SUBJECT: Retroactive Amador Plan Agreement with Cal Fire for FY 2017-18

RECOMMENDED ACTION(S):

Authorize Chairman to execute retroactive Amador Plan Agreement with California Department of Forestry and Fire Protection for the period July 1, 2017 through June 30, 2018 (\$1,110,500).

The Amador Plan Agreement with the California Department of Forestry and Fire Protection (Cal Fire) provides 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.

ALTERNATIVE ACTION(S):

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

RETROACTIVE AGREEMENT:

This agreement is retroactive as the documents were not received from Cal Fire until after the start 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 2017-18 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 2017-18, 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 ("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. Staff notes that this agreement with Cal Fire is separate and apart from the recent discussions with the District regarding options for expanded District coverage in the eastern foothills.

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. Historically, the projected end of the non-fire season has been sufficiently close such 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. However, the 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 1st.

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

This Agreement requires the County to notify Cal Fire one year in advance if it does not want to renew the agreement for the next fiscal year or wishes to change the level of service provided in that fiscal year. If the 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 this Agreement is signed, in which event the one-year requirement shall not apply. If your Board anticipates not renewing this agreement for FY 2018-19 or modifying the level of service, the County Administrative Officer should be directed to so notify Cal Fire when the 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 for FY 20018-19, such that this Agreement will need to be renewed for that fiscal year.

REFERENCE MATERIAL:

BAI #34, August 23, 2016
BAI #6, October 8, 2013

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with Cal Fire Amador FY 2017-18

CAO ANALYST:

Ronald Alexander