

THE AMADOR PLAN
(No. 64 September 2006)

8554

The Director, with the approval of the Department of General Services (see PRC §4143 and 4144), may enter into a cooperative agreement with a city, county, special district, or other political subdivision of the state, or person, firm, association, or corporation for the purpose of preventing and suppressing fires that requests an agreement, under those terms and conditions that the director deems wise.

EXCEPTIONS

8554.1

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The director shall not enter into or renew a cooperative agreement pursuant to this section under any of the following circumstances:

- (1) With any county that has assumed responsibility pursuant to Section 4129.
- (2) If the land to be protected is not in proximity to, nor within lands classified by the board pursuant to Section 4125 as, a state responsibility area. For the purposes of this paragraph, "proximity" means within a distance from an existing facility that results in a response time established by the board that is not longer than that used by the department in meeting its state wildland fire protection mission.
- (3) The director determines that the agreement would significantly reduce existing fire prevention and suppression service levels.
- (4) The director determines, pursuant to the policy and standards adopted by the board under Section 4143, that the agreement would replicate services provided under an agreement made pursuant to Section 4142.
- (5) The director determines that the service area of a particular station under the agreement is more appropriately served under an agreement made pursuant to Section 4142.

REQUIREMENTS

8554.2

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Amador Engine Staffing

Staffing for Amador Plan engines will be at levels that are mutually agreeable to all parties of the fire protection agreement. The state shall apportion to the contracting entity the actual additional costs for providing extended staff availability for 24-hour emergency response.

The Amador Program minimum engine staffing level for the non-fire season period is a two (2) person engine company for local agency mission response. Local agency mission response means a response to the needs of the local cooperating agency, which includes but is not limited to, responses to structure, vehicle and vegetation fires, medical aids, public assists and traffic collisions. The response may be directly for the local agency response or as a result of a mutual or automatic aid agreement between the local cooperating agency and another agency.

Staffing for planned responses outside of the Unit shall be a minimum three (3) person engine company. Staffing for responses to CDF state mission needs, except responses directly or as a result of mutual or automatic aid agreements on behalf of the cooperating local agency, shall be a minimum of three persons per engine company. This does not preclude the emergency response of an available state engine to a state mission fire with less than 3 person staffing, where additional staffing is ordered and made available as soon as possible to meet the 3 person requirement.

Seasonal state Firefighter I's are not funded after the end of fire season. To staff Amador engines at a minimum two person engine company, the contracting entity is responsible for funding one person per engine per day. CDF will assign sufficient employees to meet the minimum staffing requirement. This two person engine company will provide concurrent protection for both the state and local jurisdictions.

To recover actual additional costs, cost apportionment for the PRC-4144 (Amador) agreement staffing plan is as follows:

1. Minimum Engine Staffing

For 2 person engine company staffing, the cost will be apportioned as follows:

The contracting entity will provide funds for one person per engine per day and CDF will assign sufficient employees to meet the minimum two person staffing requirement. The contracting entity will provide funding for unplanned overtime required to maintain staffing for its mission .

2. Additional Engine Company Staffing

Where it is mutually agreeable to have engine company staffing in excess of the minimum two person engine company, the cost will be apportioned as follows:

The local entity will provide funds for additional positions to meet engine company staffing requirements.

3. Additional Operational Support Staff

Costs for Battalion Chiefs, ECC staff, fire prevention officers, or other positions with significant commitment to the contracting entity as determined by the Unit Chief, may be apportioned based on the following method:

- a. Statewide response commitment to local mission during the non-fire mission, determined by analysis of dispatch data.
- b. Determine the hourly rate calculated from the Schedule A Rate letter for each classification.
- c. Multiply 3a by 3b to determine monthly apportioned cost per position.

Additional Costs

The local entity will continue to be responsible for additional costs to the state such as unplanned overtime and operating costs to include utilities, associated equipment, and communications associated with the local response mission. Engine rental costs are apportioned based on current FEMA Type III Engine rates.

Exception

In situations where it is mutually beneficial to both the state and contracting entity, a request may be made through the Unit Chief for an exception to the standard cost apportionment methodology. The Unit must prepare an analysis demonstrating that the exception is justified based on financial hardship and that there are no other viable alternatives to provide emergency services. This analysis will be submitted to the Cooperative Fire Program through the appropriate Region office for review and approval by the Director.

Administrative Charge

The Schedule A administrative charge, calculated annually, will be assessed on the total costs of each agreement.

GUIDELINES

8554.3

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When considering potential Amador Plan cooperative fire protection agreements under PRC 4144, the following guidelines will be used:

- The efficiency of CDF's fire protection system in its primary mission of wildland fire protection, as well as response to major fires or other natural disasters will not be reduced or impaired. CDF's ability to assign fire protection resources to

areas of the state during periods of critical fire weather or major fires shall receive priority over agreements made with local entities pursuant to Section 4144.

- Amador equipment will be located to provide the most efficient protection for both the state and local mission.
- Each applicant must submit a statement of fire protection need to the Unit Chief that will include a map that delineates the area to be protected. This statement of need will be submitted to the Director with the initial request for service. A copy will be retained in the Unit file.

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[\(see Forms or Forms Samples\)](#)