

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND RECORD OF ACTION**

December 3, 2024

FROM

DAN MUNSEY, Fire Chief/Fire Warden, San Bernardino County Fire Protection District

SUBJECT

Agreement with the California Governor's Office of Emergency Services for the Temporary Assignment of Vehicular Equipment

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Fire Protection District, approve **Agreement No. 24-1167** for Temporary Assignment of Vehicular Equipment, including non-standard terms, with the California Governor's Office of Emergency Services to accept the temporary assignment of a 2024 HME Type I Fire Engine, License No. 1692687, and related equipment from the California Governor's Office of Emergency Services, with no rental or purchase cost, effective December 6, 2024, through December 5, 2039.
(Presenter: Dan Munsey, Fire Chief/Fire Warden, 387-5779)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of the Agreement for Temporary Assignment of Vehicular Equipment (Agreement) for the temporary assignment of a 2024 HME Type 1 Fire Engine will not result in the use of Discretionary General Funding (Net County Cost). The California Governor's Office of Emergency Services (Cal OES) will assign this vehicle, as well as the related equipment, to San Bernardino County Fire Protection District (SBCFPD) at no rental or purchase cost. The value of this vehicle and related equipment is approximately \$670,000.

SBCFPD shall be responsible for housing, staffing, operating, maintaining, and repairing the vehicle and equipment. SBCFPD shall also be responsible for the repair or replacement of the vehicle if the vehicle is lost, stolen, damaged or destroyed in operations SBCFPD has directed or controlled. Individual repairs up to \$100 shall be the responsibility of SBCFPD and individual repairs exceeding \$100 that were not due to SBCFPD's misuse or negligence shall be the responsibility of Cal OES.

BACKGROUND INFORMATION

The State of California purchases fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan. Cal OES is authorized to assign the fire apparatus and equipment to local jurisdictions throughout the state under written agreements.

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Cal OES has requested that a 2024 Type I Fire Engine be placed with SBCFPD for response to mutual aid and local incidents. In accordance with the recommended Agreement, the fire engine will be assigned to SBCFPD through December 5, 2039.

The Type I Fire Engine assigned to SBCFPD is available for the following:

- Mutual aid
- Multiple alarm event and emergency incident response
- Emergency incidents threatening properties vital to national defense or important military installations
- Parades and displays
- Training of regular, volunteer, and auxiliary firefighters
- Temporary standby for SBCFPD's regular vehicles while they are out of service for repairs

Having the fire engine locally available for the above-described purposes will provide mutual benefit to Cal OES and SBCFPD. After approval of the recommended action, Cal OES will set up delivery of the vehicle to SBCFPD. Either party may terminate the Agreement upon 14 days' written notice to the other party.

The Agreement includes terms that differ from the standard SBCFPD contract and omits certain SBCFPD standard contract terms. The non-standard and missing terms include the following:

1. There is no provision in the Agreement that prohibits Cal OES from assigning the agreement to another party.
 - Under the SBCFPD standard contract, SBCFPD must approve any assignment of the contract.
 - Potential Impact: SBCFPD does not envision any scenario where Cal OES would assign this Agreement to another party; therefore, there is no potential impact.
2. The term of the Agreement is 15 years.
 - Under the SBCFPD standard contract, the term of the contract is five years.
 - Potential Impact: SBCFPD will benefit by having the vehicle assigned to it for 15 years. Also, as provided above, either party may terminate the Agreement upon 14 days' written notice to the other party.
3. The Agreement does not include a dispute resolution provision.
 - Under the SBCFPD standard contract, in the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.
 - Potential Impact: Given the scope and nature of this Agreement, there is a low likelihood of any impact caused by the absence of a dispute resolution provision.
4. The Agreement provides that SBCFPD shall hold Cal OES harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the engine and the equipment under the terms of the Agreement.
 - Under the SBCFPD standard contract, the contractor agrees to indemnify SBCFPD in accordance with County Policy 11-07.

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- Potential Impact: During the term of the Agreement, SBCFPD could incur personal injury or property damage arising out of its maintenance, use or operation of the engine and the equipment. This Agreement term holds Cal OES harmless from these types of personal injury or property damage claims.
5. The Agreement does not require that Cal OES agree to any insurance terms, but instead, SBCFPD must provide Cal OES with a written statement that it is self-insured. SBCFPD must also obtain physical damage insurance, including collision coverage and comprehensive coverage, with the State of California named as a loss payee.
- Under the SBCFPD standard contract, the insurance terms must mirror the insurance provisions in County Standard Practice 11-07.
 - Potential Impact: There is little risk to SBCFPD of not including insurance terms required of Cal OES given that it is a State agency. In terms of the insurance requirements for SBCFPD, SBCFPD must provide Cal OES with a written statement that it is self-insured. SBCFPD must also obtain physical damage insurance, including collision coverage and comprehensive coverage with the State of California named as a loss payee.

SBCFPD recommends approval of the Agreement, including the non-standard terms, as this will allow for the acceptance of the temporary assignment of a 2024 HME Type I Fire Engine to help protect county communities during local incidents.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Rick Luczak, Deputy County Counsel, 387-5455) on November 5, 2024; Finance (Ivan Ramirez, Administrative Analyst, 387-4020) on November 7, 2024; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on November 13, 2024.

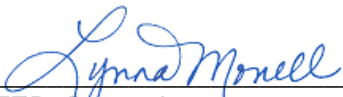
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Record of Action of the Board of Directors
San Bernardino County Fire Protection District

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, SECRETARY

BY 
DATED: December 3, 2024



cc: SBCFPD - Munsey w/agree for sign
 Contractor - c/o SBCFPD w/agree
 File - w/agree
MBA 12/4/2024