

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

July 23, 2024

FROM

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

SUBJECT

Facility Rental Application/Facility Use Agreement with East Valley Water District for the Use of the Banquet Hall and Kitchen

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Fire Protection District:

1. Approve the Facility Rental Application template, which will serve as the Facility Use agreement template, with the East Valley Water District, including non-standard terms, for the use of the banquet hall and kitchen, for the annual Office of the Fire Marshal Staff Development Day and other events held at the facility, for the period of July 23, 2024, through June 30, 2027.
2. Authorize the Fire Chief/Fire Warden to complete and execute the Facility Rental Application template, which will serve as the Facility Use agreement template, with the East Valley Water District for the annual Office of the Fire Marshal Staff Development Day and other events held at the facility, for the period of July 23, 2024, through June 30, 2027, subject to the Purchasing Agent's limits as defined in County Policy 11-04 and review by County Counsel.

(Presenter: Dan Munsey, Fire Chief/Fire Warden, 387-5779)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

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

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

FINANCIAL IMPACT

Approval of this Facility Rental Application template, which shall serve as the Facility Use Agreement template (Agreement), will not result in the use of Discretionary General Funding (Net County Cost). The annual Office of the Fire Marshal (OFM) Staff Development Day event has an estimated facility rental cost of \$805. Sufficient appropriation for the facility rental costs associated with this year's OFM Staff Development Day and for other facility rentals associated with the Agreement template is included in the San Bernardino County Fire Protection District's (SBCFPD) 2024-25 budget and will be included in future recommended budgets, as necessary.

BACKGROUND INFORMATION

SBCFPD is committed to providing service to all departments, employees, and residents of SBCFPD and San Bernardino County (County) through the timely delivery of innovative programs, quality systems, and services. This includes the coordination of training events for SBCFPD's workforce, to ensure optimal performance and alignment with organizational goals.

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OFM hosts a Staff Development Day event each year. On October 24, 2023 (Item No. 79), SBCFPD's Board of Directors (Board) approved East Valley Water District's (Vendor) Facility Use Agreement for OFM's 2023 Staff Developmental Day.

This year's event will take place on October 23, 2024, at the same Vendor facility. Upon Board approval, SBCFPD would use Vendor's facility for this year's OFM Staff Development Day, future annual OFM Staff Development Days, and other SBCFPD events, for the period of July 23, 2024, to June 30, 2027. The Vendor will provide the facilities, sound and light equipment, tables and chairs, as well as the use of the kitchen to provide lunch for all attendees. Estimated facility rental costs will be finalized upon the approval of each Agreement.

The Vendor's standard Agreement template does not include all SBCFPD standard terms. The non-standard and missing terms include the following:

1. The Agreement may be assigned by the Vendor without SBCFPD's approval.
 - a. The SBCFPD standard contract terms require SBCFPD approval of any assignment of the contract.
 - b. Potential Impact: The Vendor may assign this Agreement to a third party or business with which SBCFPD is legally prohibited from doing business due to issues of federal disbarment or suspension and conflict of interest, without SBCFPD's knowledge. Should this occur, SBCFPD would be out of compliance with the law until it becomes aware of the assignment and terminates the agreement. The risk of assignment is low given that the Vendor is a public agency.
2. Cancellation of the Agreement must be made by SBCFPD at least 10 working days in advance of the scheduled event. Failure to do so may result in the Vendor retaining 10% of the deposits made to reserve the venue or \$100, whichever is greater.
 - a. The SBCFPD standard contract term gives SBCFPD the right to terminate a contract for any reason, with a 30-day written notice of termination without any obligation other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
 - b. Potential Impact: SBCFPD may terminate for convenience without penalty if it provides at least 10 working days advance notice.
3. The Agreement provides that SBCFPD shall defend, indemnify, and hold harmless the Vendor and its directors, agents, officers, employees, and volunteers, against any and all claims, demands, damages, costs, and expenses, including attorney's fees, actions or liability whatsoever directly or indirectly arising out of or resulting in any way from the occupancy or use of the facility by SBCFPD and/or SBCFPD's invitees.
 - a. The SBCFPD standard indemnification language for use agreements is not as broad, does not include the defense obligation, and is limited to the negligent acts or omissions of SBCFPD and its officers, employees, agents or volunteers in connection with venue.
 - b. Potential Impact: SBCFPD will be required to not only indemnify and hold harmless the Vendor for SBCFPD's negligent acts, but also indemnify, defend, and hold the Vendor harmless for any claims, actions or liability, etc. directly or indirectly arising out of or resulting in any way from the occupancy or use of the facility by SBCFPD and/or SBCFPD's invitees.

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SBCFPD recommends approval of the Agreement template with the Vendor, including non-standard and missing terms, because this Vendor is centrally located and can accommodate OFM's needs with regard to space, equipment, and technology. Approval of the delegation of authority will allow SBCFPD to use this venue for other staff development trainings, meetings, or events as needed, subject to County Counsel review, for events held during the period of July 23, 2024, through June 30, 2027.

PROCUREMENT

The Agreement template with the Vendor is a non-competitive procurement. The Purchasing Department supports the non-competitive procurement and Agreement template with the Vendor for events held during the period of July 23, 2024, through June 30, 2027, due to functional specifications. SBCFPD visited the venue before selecting this location for the event. The contract value of each contract issued under the recommended template will be subject to the Purchasing Agent's limits as defined in County Policy 11-04. SBCFPD will return to the Board for approval of any contract that exceeds these limits.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott Runyan, Principal Assistant County Counsel, 387-5455) on June 28, 2024; Purchasing (Alberto Cazares, Lead Buyer, 387-3376) on July 1, 2024; Risk Management (Victor Tordesillas, Deputy Executive Officer, 386-8623) on July 1, 2024; Finance (Ivan Ramirez, Administrative Analyst, 387-4020) on July 1, 2024; and County Finance and Administration (Paloma Hernandez-Barker, Deputy Executive Officer, 387-5423) on July 3, 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.), Dawn Rowe, Curt Hagman, Joe Baca, Jr.
Absent: Jesse Armendarez

Lynna Monell, SECRETARY

BY 
DATED: July 23, 2024



cc: File - SBCFPD w/ attachment
JLL 07/25/2024