

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

March 26, 2024

FROM

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

SUBJECT

Non-Financial Automatic and Mutual Aid Agreement with the City of Ontario

RECOMMENDATION(S)

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

1. Approve non-financial automatic and mutual aid **Agreement No. 24-246**, which includes the Operating Plan, with the City of Ontario for mutual assistance on fire, rescue, and emergency response services, effective the date the agreement is executed by both parties, through June 30, 2028.
2. Authorize the Fire Chief to negotiate, execute, and make additions, deletions, or other technical amendments to the Operating Plan and Boundary Map, which are attachments to the automatic and mutual aid agreement, including the areas in which aid is to be provided and the resources included as part of the Operating Plan, subject to review by County Counsel.
3. Direct the Fire Chief/Fire Warden to transmit the attachments described in Recommendation No. 2 to the Secretary of the Board of Directors within 30 days of execution.

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

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

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 this agreement will not result in the use of Discretionary General Funding (Net County Cost). The automatic and mutual aid agreement (Agreement) is non-financial and defines the responsibilities of the two entities regarding mutual aid response.

BACKGROUND INFORMATION

The San Bernardino County Fire Protection District (SBCFPD) has numerous mutual aid agreements with local, state, and federal agencies to assist each other in the suppression of fires and in the provision of emergency medical services. These agreements allow one party to assist the other party by providing personnel, equipment, materials/supplies, and other services, as needed, for fire and/or emergency incidents.

SBCFPD and the City of Ontario (City) desire to enter into the recommended mutually beneficial automatic aid/mutual aid agreement for a reasonable and reciprocal exchange of fire, rescue and emergency medical services between the two agencies. Mutual aid responses from either party shall include equipment, material and supplies such as are usually and customarily used

**Non-Financial Automatic and Mutual Aid Agreement with the City of
Ontario
March 26, 2024**

within the sending party's jurisdiction. SBCFPD will, upon notification from its primary dispatch facility, and with approval of its Duty Chief, respond with the requested type of emergency equipment to an incident within the City's jurisdictional boundaries. The City will, upon notification from its primary dispatch facility, and with approval from the Agency's Duty Officer, respond with the requested type of emergency equipment to an incident within SBCFPD's jurisdictional boundary.

Automatic aid is defined as the immediate dispatch of a fire unit within the jurisdictional boundary set forth under the terms and conditions of the agreement. Automatic aid will be initiated by each agency's primary dispatch facility. The Agreement requires that the equipment to be used for each emergency incident be pre-identified. This Agreement allows for the most expeditious and cost-effective response to suppress fires, as well as other emergency services, for the public served by these fire agencies.

SBCFPD and City agree to participate in a boundary drop to adhere as closely as possible to the "closest resource" concept. For the purposes of the agreement, "boundary drop" shall mean the use of the closest most appropriate fire unit regardless of jurisdiction.

SBCFPD and the City will mutually benefit from this arrangement by allowing resources to cross jurisdictional boundaries and providing equipment and apparatus that may be unavailable from within their jurisdiction. The service to the communities will be enhanced by decreasing response times to emergencies, allocating specialized equipment to incidents when necessary, and developing partnerships and a spirit of cooperation amongst agencies. In the event of multiple calls for service within a short time frame, this agreement identifies the closest, most appropriate resource and reduces travel delays from units located at a further distance. When multiple calls for service occur, there will be a draw from the units in the area that can lead to an increase in response time for any additional calls.

Approval of this agreement is allowed by Health and Safety Code section 13863 and will provide for the safety, health, and social service needs of SBCFPD and county residents by enhancing the emergency response capabilities of SBCFPD and the City. The effective date of the agreement is defined as the date the agreement is approved by both SBCFPD and the City and the Operating Plan referenced in Attachment A of the agreement is executed by the Fire Chiefs of both SBCFPD and the City. When all conditions have been met, the agreement will be effective through June 30, 2028, but may be terminated by either party upon 90 days' written notice.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott Runyan, Principal Assistant County Counsel, 387-5455) on March 7, 2024; Finance (Ivan Ramirez, Administrative Analyst, 387-4020) on March 7, 2024; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 387-5423) on March 11, 2024.

**Non-Financial Automatic and Mutual Aid Agreement with the City of
Ontario
March 26, 2024**

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: March 26, 2024



cc: SBCFPD - Munsey w/ agree
 Contractor c/o SBCFPD w/ agree
 File w/ agree

JLL 03/27/2024