

**FACILITY USE AGREEMENT  
BETWEEN  
SAN BERNARDINO COUNTY OFFICE OF EMERGENCY SERVICES  
AND  
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

**OVERVIEW**

This Facility Use Agreement (Agreement) is established between the San Bernardino County (County) Office of Emergency Services (OES) and the San Bernardino County Fire Protection District (SBCFPD) regarding the shared use of Station 303, located at 17443 Lemon Street, Hesperia, CA 92345 (Facility). OES and SBCFPD are each referred to herein individually as a "Party" and collectively as the "Parties."

OES intends to utilize floor space in the garage area of the Facility for pre-staged emergency supplies and to allow periodic, as-needed workspace occupancy by OES personnel as described in Exhibit A. This Agreement outlines the roles, responsibilities, and expectations for shared use of the Facility.

**SPACE USE AND PRIORITY**

The Facility is owned by SBCFPD. OES may occupy designated garage floor space for storage of emergency supplies and may utilize additional designated office space for intermittent work activity. No structural modifications shall be made by OES without prior written approval by SBCFPD.

**ROLES AND RESPONSIBILITIES**

**A. Access**

1. Both Parties shall have 24/7 access to the Facility. OES personnel may access the Facility at any time, including outside regular business hours, without advance notice, unless otherwise restricted due to an active SBCFPD operational need or emergency, which SBCFPD will notify OES at least 24 hours in advance, whenever reasonably possible.
2. OES shall be issued its own set of Facility keys or access credentials by SBCFPD. SBCFPD will maintain master key control and coordinate issuance. OES is responsible for safeguarding keys issued to its personnel.
3. OES shall immediately notify SBCFPD in the event of lost keys, damage, security incidents, or observed misuse of the Facility.
4. OES personnel shall follow all existing site security and lock-up procedures when entering or exiting the Facility. Any access by non-OES/County personnel shall be coordinated in advance with SBCFPD.
5. All keys or access credentials issued to OES shall be returned to SBCFPD within 5 business days of termination of this Agreement.

**B. Use and Maintenance**

1. OES shall maintain the cleanliness and order of any space it uses.
2. SBCFPD remains responsible for coordinating routine building maintenance and utilities.
3. OES shall be responsible for janitorial service related to its areas of use on an as-needed basis, utilizing existing County vendors under a call-when-needed arrangement. Routine janitorial service for common areas remains the responsibility of SBCFPD.

**LIABILITY, IDEMNIFICATION, AND DAMAGES**

**A. Damages and Losses**

Each Party shall be responsible for damages to its own property. OES assumes liability for its stored materials and equipment and for any damage it causes to the Facility. SBCFPD assumes no responsibility for theft, vandalism, or damage to OES equipment stored at the Facility.

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## **B. Risk of Loss**

OES acknowledges that stored items are subject to environmental exposure, unforeseen events, and external risks. OES agrees to take appropriate risk mitigation measures and holds SBCFPD harmless for losses resulting from acts of nature or third-party interference.

## **C. Insurance**

The County and SBCFPD are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Agreement.

## **D. Indemnification**

The County agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless the SBCFPD and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of the Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The County indemnification obligation applies to the SBCFPD's "active" as well as "passive" negligence but does not apply to the SBCFPD's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

SBCFPD agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of the Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The SBCFPD indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event the County and/or SBCFPD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the County and/or SBCFPD shall indemnify the other to the extent of its comparative fault.

## **FEES AND COST SHARING**

### **A. Utility Cost Sharing**

OES agrees to reimburse SBCFPD for 75% of actual utility expenses incurred during each fiscal year in which this Agreement is active, unless otherwise modified in writing.

1. Billing and Documentation: SBCFPD shall provide OES with an invoice on a quarterly basis, accompanied by a year-to-date utility cost summary and any supporting documentation required for processing.
2. Payment Terms: OES shall initiate payment or internal fund transfer using SAP transaction code "ZJ" within forty-five (45) calendar days of receiving complete billing documentation (NET 45).
3. Review of Terms: Either Party may request a review and adjustment of the cost-sharing arrangement due to changes in operational use, utility consumption, or fiscal constraints. Any changes must be mutually agreed to in writing.
4. Billing should be sent to:
  - a. Email: OES Accounts Payable: [OES-AccountsPayable@oes.sbcounty.gov](mailto:OES-AccountsPayable@oes.sbcounty.gov)
  - b. Address: 1743 Miro Way, Rialto, CA, 92376

## **B. Facility Use Fee**

There is no general occupancy or lease fee charged to OES for the use of the Facility beyond the agreed-upon utility cost share. OES is not responsible for structural maintenance, capital improvements, or janitorial contracts unless otherwise specified by mutual written agreement.

## **DESIGNATED POINT OF CONTACTS**

For day-to-day coordination and formal communication, the following individuals shall serve as designated points of contact. Each Party agrees to notify the other in writing of any changes to designated contacts.

### **SBCFPD – Division 5**

Name: Brianna Diaz

Title: Staff Analyst II

Phone: 760-243-8584

Email: bdiaz@sbcfire.org

### **OES**

Name: Jonathan Thayer

Title: Staff Analyst II

Phone: 909-732-6184

Email: Jonathan.Thayer@oes.sbcounty.gov

## **EXHIBIT A – SPACE DESCRIPTION**

OES is authorized to use the following areas within the Facility:

1. Garage and Warehouse Area: Approximately 40' x 40' of interior space allocated for OES use. This includes access to all four (4) bay doors for vehicle ingress/egress and loading or unloading activities, subject to coordination with SBCFPD operational needs.
2. Office Workspace: Use of office workspace within the administrative area of the building for part-time OES personnel (as needed).
3. Common Areas: Shared access to Facility restrooms and standard utilities necessary for routine workspace function.

Any changes in space allocation or usage must be reviewed and approved by both Parties in writing.

## **TERM AND TERMINATION**

This Agreement shall be effective from September 9, 2025, through September 8, 2026, with the option to renew annually for up to three (3) additional one-year terms. Either Party may terminate this Agreement with thirty (30) calendar days' written notice to the other Party.

## **ENTIRE AGREEMENT**

This Agreement, including any exhibits and other attachments attached hereto and incorporated herein, represents the final, complete, and exclusive agreement between the Parties hereto. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this Agreement and signs the same of its own free will.

## **ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the Party whose name is

contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.

**AUTHORIZED SIGNATURE**

The signatures of the individuals affixed to this Agreement affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this Agreement.

**IN WITNESS WHEREOF**, San Bernardino County and the San Bernardino County Fire Protection District have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**

►

Dawn Rowe, Chair, Board of Directors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell, Secretary

By

Deputy

**SAN BERNARDINO COUNTY**

►

Dawn Rowe, Chair, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By

Deputy

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

Rick Luczak, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

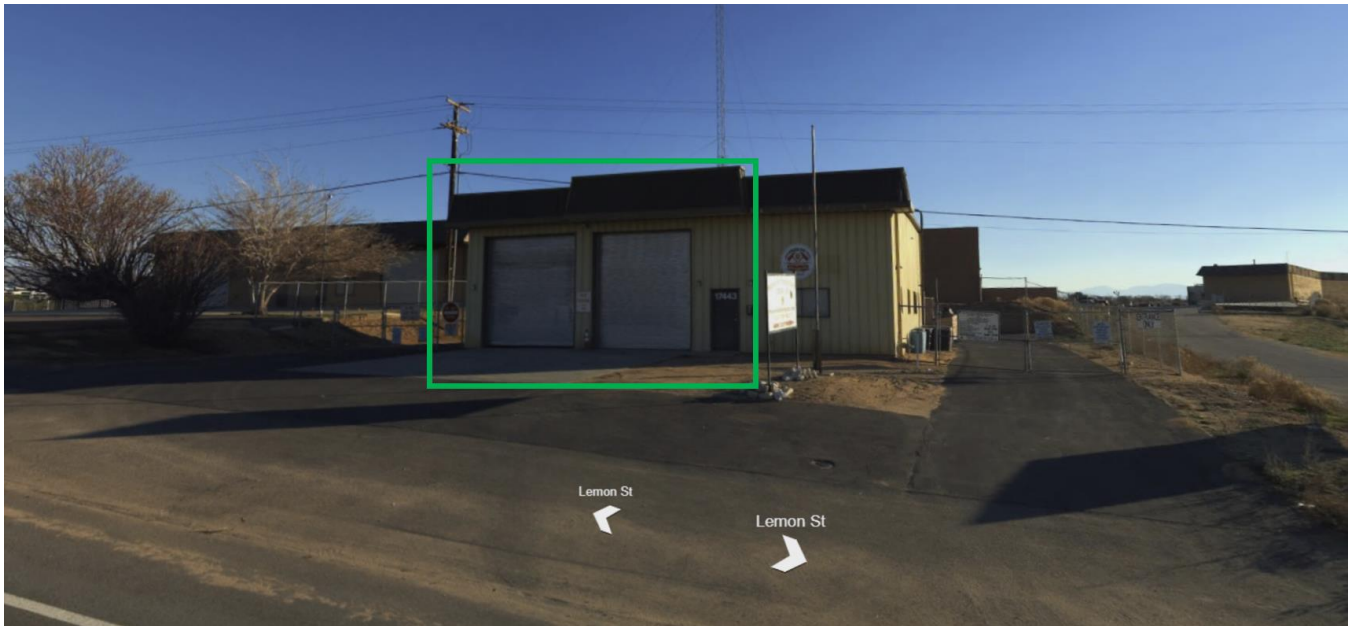
Date \_\_\_\_\_

Reviewed/Approved by Department

►

Date \_\_\_\_\_

**EXHIBIT A**



**Legend**

**Green Box** = Bay Doors that OES will utilize in addition to the back bay doors not in the picture.

**EXHIBIT A, Continued**



**Legend**

**Red** = Staging/Receiving/Distribution Point that OES will utilize

**Green** = Warehouse Space/Facility that OES will utilize

**Orange** = Office Space that OES will utilize