

MEMORANDUM OF UNDERSTANDING
between
SAN BERNARDINO COUNTY FLEET MANAGEMENT
DEPARTMENT
and
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
for
VEHICLE SHOP FACILITY USAGE AND SUPPORT SERVICES at
210 N. LENA ROAD, SAN BERNARDINO

WHEREAS the San Bernardino County Fleet Management Department (“Fleet”) and the San Bernardino County Fire Protection District (“SBCFPD”) acknowledge their shared commitment to delivering effective and efficient public services; and

WHEREAS, since 2013 Fleet has provided SBCFPD with shop space, ancillary facilities, and related services, and the parties now desire to update the cost methodology and establish a clear five-year transition plan so Fleet may regain full operational control of the facility; and

WHEREAS, Fleet requires additional space to accommodate electric vehicles, technician training, and an expanding customer base; and

WHEREAS the parties agree that SBCFPD will work towards relocating its vehicle maintenance and parts operations to an independent location within five (5) years or as soon as practicable;

NOW, THEREFORE, Fleet and SBCFPD agree as follows:

NOW, THEREFORE, the parties intend to proceed with the terms outlined herein.

I. PURPOSE OF AGREEMENT

- A. The agreement establishes a facilities usage and support services arrangement for vehicle shop operations, defines duties/responsibilities for each party, and creates the methodology for development of the annual facilities usage and support services calculation for vehicle shop facilities located at the County-owned facilities operated and maintained by Fleet Management at 210 N. Lena Road in San Bernardino.
- B. The agreement establishes the arrangement for shared costs for sublets, parts, and staff.
- C. The agreement establishes a strategy for Fleet to reoccupy the garage and ancillary office space currently occupied by SBCFPD and for SBCFPD to relocate their vehicle and parts services to an independent service location.

II. RESPONSIBILITIES

Fire and Fleet agree to the cost responsibilities detailed in the following attachments, which are hereby incorporated by reference:

- Attachment A** – Cost Responsibilities
- Attachment B** – Sublets & Parts Agreement
- Attachment C** – Facility and Parking Allotment Map
- Attachment D** – Cost Matrix

III. MUTUAL RESPONSIBILITIES

- A. Neither party shall interfere with the other's use and enjoyment of the premises each respectively occupies.
- B. The parties shall exchange keys and access devices necessary for normal operation.
- C. Each party shall comply with all federal, state, and county requirements and maintain all required permits for its operations.

IV. PREMISES AND PARKING

A. Shop and Ancillary Space

SBCFPD's use under this MOU is limited to approximately 18,309 square feet of shop bays, offices, storage, and ancillary areas at 210 N. Lena Road, San Bernardino, as depicted and labeled on **Attachment C** – Facility and Parking Allotment Map (attached hereto and incorporated by reference).

B. Parking

SBCFPD is granted the exclusive use of sixty-six (66) parking spaces, as shown on **Attachment C**. There is no additional charge for these parking spaces. SBCFPD shall not park vehicles or equipment outside these designated 66 spaces without Fleet's prior written consent. Fleet Management, and other parties, shall not park vehicles or equipment inside these designated 66 spaces without SBCFD's prior written consent.

C. Annual Verification

The square footage and parking allocations shown on **Attachment C** shall serve as the baseline for FY 2026-27 cost calculations. Any material change in SBCFPD's actual occupied square footage or parking usage during the term shall be documented by Real Estate Services Department and reflected in the annual update to **Attachment A**.

V. TERM

This MOU shall commence on July 1, 2026, and shall expire on June 30, 2031.

VI. ANNUAL REVIEW AND UPDATES TO ATTACHMENTS

- A. During the five-year term, Fleet and SBCFPD shall jointly review and update **Attachments A and C** no later than March 15 of each year. The annual update shall include the following:
 - i. Annual Occupancy Certification: SBCFPD's actual square footage occupancy for the upcoming fiscal year (as certified by Real Estate Services Department) and reflected in an updated **Attachment A**.

- ii. **Annual Pass-Through Cost Calculation:** SBCFPD's proportionate share of all pass-through costs (utilities, security, custodial, grounds maintenance, etc.) using the most recent actual cost data available.
 - iii. **Facility and Parking Allotment Map Updates:** Any material changes to SBCFPD's assigned facility space, parking spaces, or operational use areas shall be documented in an updated **Attachment C** – Facility and Parking Allotment Map. Any such updates shall be coordinated by Fleet and SBCFPD and, as applicable, verified by the Real Estate Services Department.
- B. The Director of Fleet Management and the Fire Chief may approve written updates to **Attachment A** – Cost Responsibilities and **Attachment C** – Facility and Parking Allotment Map without further Board approval, provided the updates are consistent with this MOU and do not change the term, approved fiscal limits, or any other material term requiring Board approval. Any such update shall be signed by both authorized representatives and incorporated into this MOU.

VII. FISCAL PROVISIONS

A. Facility Usage and Support Services

1. SBCFPD shall pay Fleet a total of \$669,694 for shop facility usage and SBCFPD's proportionate share of shared costs, as detailed in **Attachment A**, for Fiscal Year 2026-27.
2. Beginning in subsequent years, the facility usage and proportionate share of costs shall be recalculated annually using the methodology in the current **Attachment A**. Fleet shall provide the updated calculation and costs to SBCFPD, no later than March 15 of each year.
3. Fleet shall be responsible for entering and processing the payment through the County's financial system. The full amount shall be paid in advance via a single lump sum during the month of July each year.

B. SBCFPD Parts Personnel Payroll

1. To maintain the current parts room arrangement, Fleet shall pay to SBCFPD through an SAP transfer in the amount \$449,507 for the salaries, benefits, services, and supplies of four (4) Parts Personnel, for Fiscal Year 2026-27.
2. For subsequent years, SBCFPD will provide Fleet with the updated annual costs of SBCFPD's Parts Personnel and, no later than March 15, each year. SBCFPD shall be responsible for entering and processing the payment through the County's financial system. The full amount shall be paid in advance via a single lump sum during the month of July of each year.
3. Pursuant to this arrangement, SBCFPD parts personnel shall procure and issue all parts exclusively through vendors that have been approved by and entered into the Fleet Management Information System (currently known as FASTER). The parts markup covers the cost of SBCFPD Fire Parts Personnel.

C. Sublet Services

1. Costs in **Attachment B** are the service costs incurred by the sublet costs for each invoice at an annual rate adopted by the Board of Supervisors as part of Fleet's rate adoption process. Sublet services will automatically be billed through Fleet Management's Information System.

VIII. EARLY TERMINATION

This MOU may be terminated prior to June 30, 2031, only as follows:

- A. By Mutual Agreement – The parties may terminate this MOU without cause at any time by mutual written agreement signed by the Fleet Management Director and the Fire Chief.
- B. For Cause – Either party may terminate this MOU upon ninety (90) days written notice if the other party commits a material breach of this MOU and fails to cure such breach within thirty (30) days after receiving written notice thereof.
- C. All notices under this section shall be delivered in writing to the Fleet Management Director and the Fire Chief at the addresses set forth in this MOU (or to such other addresses as may be provided in writing).

IX. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in writing which refers to provisions so waived and which are executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall not be valid until they have been reduced to writing, duly signed and approved by the Authorized Representatives of each party as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. As departments and/or agencies of San Bernardino County, Fleet and SBCFPD are each independently self-insured under the laws of the State of California, and all employees performing services covered under this agreement are County or SBCFPD employees. Fleet and SBCFPD will be responsible for their own recovery.
- D. Information shared under this MOU may not be disclosed to any contractors, business associates or vendors.
- E. Fleet and SBCFPD shall cooperate mutually in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements

established by this MOU.

- F. This MOU cannot be assigned in whole or in part without the prior written mutual consent of both parties.

X. CONCLUSION

- A. This MOU, consisting of ten (10) pages including **Attachments A, B, C and D**, is the full and complete document describing services to be rendered by the parties exchanging facilities, including all covenants, conditions, and benefits.
- B. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterpart 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 email 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.

SAN BERNARDINO COUNTY

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

▶

 Dawn Rowe, Chair, Board of Supervisors

▶

 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

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

Lynna Monell, Secretary

By _____
 Deputy

By _____
 Deputy

Approved as to Legal Form



Rick Luczak, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department



Date _____

ATTACHMENT A - COST RESPONSIBILITIES

FLEET MANAGEMENT DEPARTMENT & SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

COUNTY OF SAN BERNARDINO

				COSTS FOR FY 2026-27 *Based on FY 2024-25 Actuals	
A7:G53BA7:G47					
CATEGORY OF RESPONSIBILITY	DESCRIPTION	RESPONSIBLE PARTY FY 26-27	NOTES: OVER THE COURSE OF THIS AGREEMENT, RESPONSIBILITIES CAN CHANGE ANNUALLY BASED UPON A WRITTEN MUTAL AGREEMENT.	FLEET TOTAL FY 2024-25 *Actuals 2024-25	FIRE TOTAL FY 2026-27 *Calculated @33.36%
Garage Space and Operations Costs	Garage Space Rent	Fire	The total square footage of Fleet space is 54,884.50 sq feet. The total square footage usage amount by Fire is 18,309 square feet. Please see COST MATRIX and MAP attachment provided by RESD. The space usage is 33.36%		\$351,533
Garage Space and Operations Costs	Garage Utilities (Electric, Gas, Water, Trash)	Fire	Fire Responsibility calculated at 33.36% Space Usage (Per Real Estate Services) Billed Annually in July	\$237,980	\$79,390
Garage Space and Operations Costs	Security & Lock Up Services	Fire	Fire Responsibility calculated at 33.36% Space Usage (Per Real Estate Services) Billed Annually in July	\$255,836	\$85,347
Garage Space and Operations Costs	Facilities/ Grounds	Fire	Fire Responsibility calculated at 33.36% Space Usage (Per Real Estate Services) Billed Annually in July	\$289,793	\$96,675
Garage Space and Operations Costs	Custodial	Fire	Fire Responsibility calculated at 33.36% Space Usage (Per Real Estate Services) Billed Annually in July	\$170,112	\$56,749
Garage Space and Operations Costs	Clarifier & Hazmat Usage and Maintenance	Fleet	Fleet Responsibility	\$88,529	\$0
Garage Space and Operations Costs	Garage Maintenance and Repair	Fleet	Fleet Responsibility		
Garage Space and Operations Costs	Garage Upgrades and Improvements	Fleet	Fleet Responsibility		
Garage Space and Operations Costs	Phone Landlines	Fleet	Fleet Responsibility		
Garage Space and Operations Costs	Shop Supplies	Fleet/Fire	Expendables/Consumables: Towels, Nuts, Bolts (Fleet and Fire Pay through \$11 Work Order Fee)		
Garage/Grounds/Misc Operations Usage	Fabrication Shop Usage	Fleet/Fire	Shared use		
Garage/Grounds/Misc Operations Usage	Restrooms and Breakrooms Usage	Fleet/Fire	Shared use		
Garage/Grounds/Misc Operations Usage	Parking Lot Usage	Fleet/Fire	Fire has been allotted 66 parking stalls. (See attachment C of MOU for description)		
Misc Business Tools and Supplies	Garage Tools: Hand Tools, Shop Tools & Equipment	Fleet/Fire	Both Parties Responsible for Employees Tools		
Misc Business Tools and Supplies	Radios: 800 MHz	Fleet/Fire	Both Parties Responsible for Employees Devices		
Misc Business Tools and Supplies	Cell Phones & Tablets	Fleet/Fire	Both Parties Responsible for Employees Devices		
Misc Business Tools and Supplies	Internet Access	Fleet/Fire	Wi-Fi on campus is free to Fire, all other Network services paid by Fire		
Misc Business Tools and Supplies	Office Supplies	Fleet/Fire	Both Parties Responsible for Individual Office Supplies		
Misc Business Tools and Supplies	Computers: Desktop, Laptop	Fleet/Fire	Both Parties Responsible for Employees Devices		
Misc Business Tools and Supplies	Printer & Printer Supplies	Fleet/Fire	Both Parties Responsible for Employees Devices		
Misc Business Tools and Supplies	Bottled Water, Coffee, Kitchen Supplies	Fleet/Fire	Both Parties Responsible for Employees Supplies		
Misc Business Tools and Supplies	Uniform Services	Fleet/Fire	Both Parties Responsible for Employees Uniforms		
Misc Business Tools and Supplies	Training, Travel and Meals	Fleet/Fire	Both Parties Responsible for Employees Travel/Training		
Misc Business Tools and Supplies	Fleet Management info System (FMIS) License/Support	Fleet	Billed at annual ISF rate based on "asset master records"		

A7:G53BA7:G47				COSTS FOR FY 2026-27 * Based on FY 2024-25 Actuals	
CATEGORY OF RESPONSIBILITY	DESCRIPTION	RESPONSIBLE PARTY FY 26-27	NOTES: OVER THE COURSE OF THIS AGREEMENT, RESPONSIBILITIES CAN CHANGE ANNUALLY BASED UPON A WRITTEN MUTAL AGREEMENT.	FLEET TOTAL FY 2024-25 *Actuals 2024-25	FIRE TOTAL FY 2026-27 *Calculated @33.36%
Vehicle Related Items and Usage	New Fire Vehicle Purchases & Upfitting	Fire	Fire can sublet to Fleet for Fire vehicle Up-Fits.		
Vehicle Related Items and Usage	Vehicle/Equipment Maintenance./Repair by Fleet	Fleet	Billed at ISF current rate.		
Vehicle Related Items and Usage	Work Orders/Parts/ Sublets billing (VSD to County Fire)	Fire/Fleet	Fire work orders are created by Fire staff. Parts are entered by Fire Staff. Fire Sublets are entered by Fleet Staff.		
Vehicle Related Items and Usage	Shop Trucks with GPS, forklift, utility cart	Fleet/Fire	Motor Pool vehicles leased to Fire can be terminated with returning or purchasing vehicles		
Vehicle Related Items and Usage	Parts Pick Up Vehicle (Does not include Personnel)	Fleet			
Vehicle Related Items and Usage	Vehicle Emission Compliance Reporting	Fleet	Billed at annual ISF Rate on qualifying vehicle type		
Parts Personnel Supervision	Current Fire Parts Counter Employees (3)	Fire	Two Parts counter Fire employees working at Lena Road and one off site D Street Location		
Parts Personnel Supervision	Current Fire Parts Driver (1)	Fire	No change, Fire employees working in Parts		
Parts Operation and Exchange Plan Costs	Fire Parts Employee Payroll (4)	Fleet	To maintain the current parts room arrangement, Fleet shall pay through a Due to Due from to SBCFPD in the amount \$449,507 for the salaries, benefits, services, and supplies of four (4) Parts Personnel, for Fiscal Year 2026-27.		
Parts Operation and Exchange Plan Costs	Part Expense (COGS) Plus Markup Payment	Fire	Pursuant to this arrangement, SBCFPD parts personnel shall procure and issue all parts exclusively through vendors that have been approved by and entered into the Fleet Management Information System (currently known as FASTER). The parts markup covers the cost of SBCFPD Fire Parts Personnel.		
Parts Operation and Exchange Plan Costs	Parts Inventory Ownership/Responsibilities	Fleet	Fleet Responsibility		
Parts Operation and Exchange Plan Costs	Parts Policies & Procedures	Fleet	Fleet Responsibility		
Parts Operation and Exchange Plan Costs	Parts Issued to Technician, Special Orders & Stock	Fleet/Fire	Shared Responsibility		
Fiscal Operations	Standard Garage Vendor and Payments	Fleet/Fire	Fire is responsible to work with Fleet for obtaining POs for vendors who are not currently a contract vendor with Fleet		
Fiscal Operations	Standard Garage Vendor POs/ Contracts	Fleet/Fire	Fleet and Fire will work together to establish vendor POs/Contracts for purchase of parts and materials		
Fiscal Operations	Standard Garage Sublet Vendors	Fleet/Fire	Fleet and Fire will work together to establish vendor list for sublet work. Fleet will enter all Fire Sublets into FMIS		
Fiscal Operations	Shop Labor Rate Development	Fleet			
Fiscal Operations	Parts Vendors	Fleet	Fleet will establish all parts vendors P.O.'s		
Fuel Related Items	Fuel (from County-owned sites & Voyager credit cards)	Fleet	Billed at ISF rates as pumped.		
Fuel Related Items	Fuel Tank Management, Emergency Preparedness	Fleet	Billed annually at ISF rate based on consumption gallons		
Fuel Related Items	Fuel Tank Management, Non-Emergency Preparedness	Fleet	Billed annually at ISF rate based on consumption gallons		
Generator Related Items	Generator PMs - Quarterly & Annuals	Fleet	Billed as completed AQMD mandate, penalties		
Generator Related Items	Generator PMs Monthly	Fleet	AQMD mandate. Penalties for non-compliance can apply		
Generator Related Items	Generator Emission Compliance Reports	Fleet	Billed at annual ISF rate based on count and size of nine generators		
ANNUAL TOTAL				\$1,042,250	\$669,694

ATTACHMENT B

SUBLETS & PARTS AGREEMENT

OVERVIEW

Sublets are created when a vehicle, piece of equipment or subcomponent is sent out to a vendor for maintenance/repairs/rebuild. Sublets can, and almost always do, include parts purchases to effectuate the requested service(s). Parts purchased from/by the sublet vendor while performing the repair are not subject to the Parts markup. Conversely, sublets are not intended to be used to purchase "parts only" from a vendor. "Parts only" purchases from sublet vendors should be processed using the normal Parts processes and are subject to the Parts markup.

I. PARTS AND SUBLET PROCESS

- A. Fire agrees to pay the Board approved sublet rate per sublet transaction. Fleet rates are re-calculated and approved annually; currently the rate is \$61.00/sublet.
- B. Fire sublets, utilizing Fleet's approved vendors, are processed to Parts work orders (Cost Center 313) by the Fleet Parts Supervisor, or designee. This assures that sublet costs and sublet fees are credited to Parts and debited from County Fire's fund codes associated with the vehicle record in Fleet Management's Information System (FMIS).
- C. All work orders, in all shops/cost centers valued at \$500 or more (parts, labor, sublets cost, sublet fees and "other charges") will be closed monthly to coincide with Fleet's "close of billing period" calendar so that costs are captured in the accounting period in which they occurred. (Fleet Management Policy and Procedure Manual 06-04)
- D. All new vendor addition requests must be initiated by sending the request to the Parts Supervisor for initial review, which includes Business Office validation of available funds. Following this validation, the request requires final approval by the Fleet Director or their designee. Furthermore, all such new vendor setups must be processed in strict accordance with the County's Purchasing policies and procedures.

All purchases exceeding **\$2,999** must receive prior approval from the Fleet Business Office. Before placing an order with a vendor, a formal quote for parts, materials, and sublet services must be secured and approved. All final quotes must be submitted via email to the dedicated Fleet Accounts Payable email address.

- E. No changes are necessary for VSD's processes of purchasing parts/materials from the Parts Room; they will continue to be added to VSD's work orders (in Shop/Cost Center 421). Parts is reimbursed for this cost from the fund codes associated with the vehicle/equipment record in FMIS.
- F. Fleet and Fire reserve the right to revisit, propose changes or cancel, with advance notification.

ATTACHMENT C Facility and Parking Allotment Map



ATTACHMENT D – Cost Matrix

ATTACHMENT "D" FLEET/FIRE SPACE USAGE
--

Fleet Shop Facilities FY 24/25 Costs:	
Estimated Building Replacement	\$ 25,000,000
Recovery Period (Years)	60
Annual Recovery	\$ 416,667
Total Shops Square Footage	54,885
County Fire Usage Square Footage	18,309
County Fire Usage (Percentage)	33.36%
Utilities	\$ 237,980
Facilities/Grounds Expense	\$ 289,793
Clarifier/Hazmat	\$ -
Custodial	\$ 170,112
Security	\$ 255,836
Sq Footage is "Full Service Gross" Per (Terry Thompson)	

Industry Standard - Square Footage	
RESD Quote Sq Ft	\$ 1.60
Fire Square Footage	18,309
Monthly Cost	\$ 29,294.40
Total:	\$ 351,532.80

Fire Department 33.36% Shared Cost	
Space Usage Cost	\$ 351,533
Utilities	\$ 79,390
Facilities/Grounds	\$ 96,675
Clarifier/Hazmat	\$ -
Security	\$ 85,347
Custodial	\$ 56,749
TOTAL	\$ 669,694