

Justification for Proposal and Preliminary Environmental Description Form

INTRODUCTION: The questions on this form and its supplements are designed to obtain enough data about the proposed project site to allow the Commission, its staff and others to adequately assess the project. By taking the time to fully respond to the questions on the forms, you can reduce the processing time for your project. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, or attach any relevant documents.

GENERAL INFORMATION

1. NAME OF PROPOSAL: Sphere of Influence Amendment (Expansion) and Reorganization to Include Annexation to the San Bernardino County Fire Protection District and its North Desert Service Zone (I-15 Freeway Jurisdictional Alignment)

2. NAME OF APPLICANT: City of Victorville – on behalf of the San Bernardino County Fire Protection District (SBCFPD)
MAILING ADDRESS: City of Victorville – PO Box 5001, Victorville CA 92393-5001
SBCFPD – 157 W.5th St., 2nd floor San Bernardino, Ca. 92415-0451
PHONE: (909) 387-5974
FAX: (909) 387.5542
E-MAIL ADDRESS: _____

3. GENERAL LOCATION OF PROPOSAL: Interstate 15 Freeway between the logical extension of Dante Street and Dale Evans Parkway. The sphere of influence expansion and annexation for San Bernardino County Fire Protection District includes the west side of the I-15 Freeway right-of-way area from the logical extension of Norco Street to the Dale Evans Parkway Exit (Exit 161).

4. Does the application possess 100% written consent of each landowner in the subject territory?
YES NO If YES, provide written authorization for change.

5. Indicate the reasons that the proposed action has been requested. This proposal places an island area of unserved territory that was created through the dissolution of the Victorville Fire Protection District (LAFCO 3071) within a fire service provider. This proposal will also realign the boundaries between the SBCFPD, the Apple Valley FPD, and the City of Victorville’s Fire Department along the centerline of the I-15 Freeway corridor. The realignment would delineate clear jurisdictional boundaries between the three fire service providers within the area.

6. Would the proposal create a totally or substantially surrounded island of unincorporated territory? YES ___ NO **X** If YES, please provide a written justification for the proposed boundary configuration.
This proposal will eliminate an island of unserved territory created through the dissolution of the Victorville Fire Protection District

LAND USE AND DEVELOPMENT POTENTIAL

1. Total land area (defined in acres): **175+/- acres**
2. Current dwelling units in area: **None**
3. Approximate current population in area: **None**
4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s): **N/A**
- San Bernardino County General Plan designation(s) and uses permitted by this designation(s):
CALTRANS right-of-way
RC (Resource Conservation) provides sites for open space and recreational activities, single-family homes on very large parcels (40 acres) and similar and compatible uses.
IR (Regional Industrial) provides sites for heavy industrial uses that have the potential to generate severe negative impacts, incidental commercial uses, agricultural support services, salvage operations, and similar and compatible uses.
IN (Institutional) provides sites for public and quasi-public uses facilities, and similar and compatible uses.

5. Describe any special land use concerns expressed in the above plans. **None**
6. Indicate the existing land use. **Freeway**
 What is the proposed land use? **Freeway**
7. For a city annexation, State law requires pre-zoning of the territory proposed for annexation. Provide a response to the following: **N/A**
- a. Has pre-zoning been completed? YES ___ NO ___
 b. If the response to "a" is NO, is the area in the process of pre-zoning? YES ___ NO ___
- Identify below the pre-zoning classification, title, and densities permitted. If the pre-zoning process is underway, identify the timing for completion of the process. **N/A**

8. On the following list, indicate if any portion of the territory contains the following by placing a checkmark next to the item: **N/A**
- | | |
|--|--|
| <input type="checkbox"/> Agricultural Land Uses | <input type="checkbox"/> Agricultural Preserve Designation |
| <input type="checkbox"/> Williamson Act Contract | <input type="checkbox"/> Area where Special Permits are Required |

Any other unusual features of the area or permits required: _____

9. If a Williamson Act Contract(s) exists within the area proposed for annexation to a City, please provide a copy of the original contract, the notice of non-renewal (if appropriate) and any protest to the contract filed with the County by the City. Please provide an outline of the City's anticipated actions with regard to this contract. **N/A**

10. Will the proposal require public services from any agency or district which is currently operating at or near capacity (including sewer, water, police, fire, or schools)? YES ___ NO If YES, please explain.

ENVIRONMENTAL INFORMATION

1. Provide general description of topography. **Generally flat, freeway right-of-way** _____

2. Describe any existing improvements on the site as % of total area.

Residential	0%	Agricultural	0%
Commercial	0%	Vacant	0%
Industrial	2%	Other	98%

3. Describe the surrounding land uses:

NORTH	Undeveloped vacant land
EAST	Undeveloped vacant land
SOUTH	Undeveloped vacant land
WEST	mostly vacant land, County landfill, and one commercial building (Osborne Pipe and Supply)

4. Describe site alterations that will be produced by improvement projects associated with this proposed action (installation of water facilities, sewer facilities, grading, flow channelization, etc.).
None

5. Will service extensions accomplished by this proposal induce growth on this site? YES ___ NO Adjacent sites? YES ___ NO Unincorporated ___ Incorporated ___

6. Is this project a part of a larger project or series of projects? YES ___ NO If YES, please explain.

NOTICES

Please provide the names and addresses of persons who are to be furnished mailed notice of the hearing(s) and receive copies of the agenda and staff report.

NAME Doug Robertson, City of Victorville TELEPHONE NO. _____

ADDRESS: PO Box 5001, Victorville CA 92393-5001

NAME Chris Borchert, City of Victorville TELEPHONE NO. _____

ADDRESS: PO Box 5001, Victorville CA 92393-5001

NAME Chief Pat Dennen – SBCFPD TELEPHONE NO. _____

ADDRESS: 157 W.5th St., 2nd floor San Bernardino, Ca. 92415-0451

NAME Deputy Chief Dan Wurl – SBCFPD TELEPHONE NO. _____

ADDRESS: 157 W.5th St., 2nd floor San Bernardino, Ca. 92415-0451

CERTIFICATION

I hereby certify that the statements furnished above and in the attached supplements and exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief. I understand that if this proposal is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

DATE 2/24/2010

Revised by LAFCO Staff
SIGNATURE OF APPLICANT

PRINTED NAME OF APPLICANT

TITLE

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

- ANNEXATION, DETACHMENT, REORGANIZATION SUPPLEMENT
- SPHERE OF INFLUENCE CHANGE SUPPLEMENT
- CITY INCORPORATION SUPPLEMENT
- FORMATION OF A SPECIAL DISTRICT SUPPLEMENT
- ACTIVATION OF LATENT POWERS SUPPLEMENT

APPLICATION TO BE SUBMITTED TO:

LOCAL AGENCY FORMATION COMMISSION
215 NORTH "D" STREET, SUITE 204
SAN BERNARDINO, CA 92415-0490
PHONE: (909)387-5866 • FAX: (909) 387-5871
E-mail address: lafco@lafco.sbcounty.gov

SUPPLEMENT SPHERE OF INFLUENCE CHANGE

INTRODUCTION: The questions on this form are designed to obtain data about the specific sphere of influence change proposal to allow the Commission, staff and others to adequately assess the project. You may also include any additional information that you believe is pertinent. Use additional sheets where necessary, and/or include any relevant documents.

1. Please provide an identification of the agencies involved in the proposed sphere of influence change(s):

SPHERE EXPANSION

San Bernardino County Fire Protection District

SPHERE REDUCTION

2. Provide a narrative description of the following factors of consideration as outlined in Government Code Section 56425. (If additional room for response is necessary, please attach additional sheets to this form.)

The present and planned land uses in the area, including agricultural and open-space lands.

The area includes the I-15 Freeway corridor and its right-of-way area (CALTRANS right-of-way). Portions of the Right-of-way area have a County land use designation of RC (Resource Conservation), IR (Regional Industrial), and IN (Institutional).

The present and probable need for public facilities and services in the area.

The San Bernardino County FPD would be responsible for providing fire services to the area and can provide the service using existing facilities.

The present capacity of public facilities and adequacy of public services that the agency to be expanded provides or is authorized to provide.

The San Bernardino County FPD currently has adequate facilities and capacity to serve the area.

The existence of any social or economic communities of interest in the area.

The division of the fire agencies along municipal boundaries supports the community definition for the area. The centerline of the freeway within the area

defines the existing division between the unincorporated County area, the Town of Apple Valley and the City of Victorville.

3. If the proposal includes a city sphere of influence change, provide a written statement of whether or not agreement on the sphere change between the city and county was achieved. In addition, provide a written statement of the elements of agreement (such as, development standards, boundaries, zoning agreements, etc.) (See Government Code Section 56425)

N/A

4. If the proposal includes a special district sphere of influence change, provide a written statement: (a) specifying the function or classes of service provided by the district(s) and (b) specifying the nature, location and extent of the functions or classes of service provided by the district(s). (See Government Code Section 56425(i))

The San Bernardino County FPD provides fire suppression and rescue related services to these areas.

5. For any sphere of influence amendment either initiated by an agency or individual, or updated as mandated by Government Code Section 56425, the following service review information is required to be addressed in a narrative discussion, and attached to this supplemental form (See Government Code Section 56430):
 - a. Growth and population projections for the affected area.
Growth and population projections are not applicable since the area is within the CALTRANS right-of-way.
 - b. Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies.
The present capacity of services to the area is adequate. The area is already being served by the San Bernardino County FPD.
 - c. Financial ability of agencies to provide services.
Since San Bernardino FPD already provides emergency fire and rescue service to the area, there would be no additional fiscal impact on district.
 - d. Status of, and opportunities for, shared facilities.
The expansion area will not provide additional facilities or opportunities for shared facilities.
 - e. Accountability for community service needs, including governmental structure and operational efficiencies.
There will be opportunities to revisit and modify existing mutual aid agreements for service to this area to assure greatest response efficiency for the public traveling along the I-15 Freeway.

The narrative description shall be signed and certified by an official of the agency(s) involved with the sphere of influence review as to the accuracy of the information provided. If necessary, attach copies of documents supporting statements.

CERTIFICATION

I hereby certify that the statements furnished above present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 2/24/2010

Revised by LAFCO Staff
SIGNATURE OF APPLICANT

PRINTED NAME

TITLE

**SUPPLEMENT
ANNEXATION, DETACHMENT, REORGANIZATION PROPOSALS**

INTRODUCTION: The questions on this form are designed to obtain data about the specific annexation, detachment and/or reorganization proposal to allow the Commission, staff and others to adequately assess the project. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, and/or include any relevant documents.

1. Please identify the agencies involved in the proposal by proposed action:

ANNEXED TO

DETACHED FROM

**San Bernardino County Fire Protection District
and its North Desert Service Zone**

2. Will the territory proposed for change be subject to any new or additional special taxes, any new assessment districts, or fees?

NO _____

3. Will the territory be relieved of any existing special taxes, assessments, district charges or fees required by the agencies to be detached?

NO _____

4. Provide a description of how the proposed change will assist the annexing agency in achieving its fair share of regional housing needs as determined by SCAG.

N/A _____

5. PLAN FOR SERVICES:

For each item identified for a change in service provider, a narrative "Plan for Service" (required by Government Code Section 56653) must be submitted. This plan shall, at a minimum, respond to each of the following questions and be signed and certified by an official of the annexing agency or agencies.

1. A description of the level and range of each service to be provided to the affected territory.
2. An indication of when the service can be feasibly extended to the affected territory.

3. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.
4. The estimated cost of extending the service and a description of how the service or required improvements will be financed. A discussion of the sufficiency of revenues for anticipated service extensions and operations is also required.
5. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
6. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

SEE ATTACHED AGREEMENT BETWEEN THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND THE FORMER VICTORVILLE FIRE PROTECTION DISTRICT

CERTIFICATION

I hereby certify that the statements furnished above and the documents attached to this form present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE **2/24/2010**

Revised by LAFCO Staff
SIGNATURE OF APPLICANT

/krm – 12/8/2000

COUNTY FIRE DEPARTMENT

157 West Fifth Street, Second Floor San Bernardino, CA 92415-0451 (909) 387-5974
Fax (909) 387-5542



**COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP**

PAT A. DENNEN
Fire Chief
County Fire Warden

July 11, 2008

3138 / 3139

RECEIVED
JUL 16 2008

LAFCO
San Bernardino County

Kathleen Rollings-McDonald, Executive Officer
Local Agency Formation Commission
215 N. "D" Street, Suite 204
San Bernardino, CA 92415-0490

**RE: Agreement between San Bernardino County Fire Protection District
and the Victorville Fire Protection District**

Dear Ms. Rollings-McDonald,

The Victorville Fire Protection District operates under the authority of the Fire Protection District law in the Health and Safety Code 13801, et. Seq., Part 2.7, Division 12.

The City of Victorville determined that in the best interest of the community and the Fire District, it was necessary to contract for alternate and/or substitute fire protection services already being provided by the Victorville Fire Protection District (Fire District). On June 24, 2008, the City of Victorville and the San Bernardino County Fire Protection District (County Fire) entered into a County Board approved agreement whereby County Fire will provide fire suppression, rescue and advanced life support (ALS) services effective July 5, 2008. Since County Fire will be providing new and/or extended services outside of its jurisdictional boundaries, County Fire is respectfully requesting that the Local Agency Formation Commission (LAFCO) consider and approve an exemption from the provisions of Government Code Section 56133 for the following reasons:

- a) The Agreement for fire protection services between County Fire and Fire District is solely between two public agencies;
- b) The public service to be provided is an alternative to, or substitute for, public services already provided by an existing public service provider;
- c) The level of service for fire suppression services to be provided is consistent with the level of service contemplated by the existing service provider, and an increase from Basic Life Support to Advanced Life Support (paramedic) for emergency medical responses.

MARK UFFER
County Administrative Officer
NORMAN A. KANOLD
Assistant County Administrator
Public and Support
Services Group

Board of Supervisors

BRAD MITZELFELT First District	DENNIS HANSBERGER Third District
PAUL BIANE , Chair Second District	GARY C. OVITT , Vice Chair..... Fourth District
JOSIE GONZALES Fifth District	

A copy of the proposed fire protection services agreement is included as an attachment to this written request.

Sincerely,

A handwritten signature in cursive script that reads "Danny R. Wurl". The signature is written in black ink and is positioned below the word "Sincerely,".

Danny R. Wurl
Deputy Fire Chief

Enclosures



District
F A S

STANDARD CONTRACT

FOR DISTRICT USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number	
M	<input type="checkbox"/>	Change			SC	08-1051	
X	<input type="checkbox"/>	Cancel				A	
District					Dept.	Orgn.	Contractor's License No.
San Bernardino County Fire - Administration, CSA 70							
County Department-Contract Representative					Ph. Ext.	Amount of Contract	
Carol Montag, Division Manager					(909) 387-5944	\$11,453.655	
						\$483,000 one time cost	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
SKX	106	C310		9800			
Commodity Code				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
Project Name				08/09	\$11,936,655		
Fire Protection Services							

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Service Area 70, San Bernardino County Fire - Administration, hereinafter called DISTRICT, and

Name City of Victorville hereinafter called CITY
 Attn: City Manager

Address 14343 Civic Drive

Victorville, CA 92392

Phone (760) 955-5036 Birth Date _____

Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**FIRE PROTECTION SERVICES AGREEMENT
 BETWEEN
 SAN BERNARDINO COUNTY FIRE - ADMINISTRATION, CSA 70
 AND
 CITY OF VICTORVILLE/VICTORVILLE FIRE PROTECTION DISTRICT**

This Agreement is made and entered into by and between the San Bernardino County Fire - Administration, CSA 70 (hereinafter referred to as "DISTRICT") and the City of Victorville/Victorville Fire Protection District (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, CITY desires to contract for performance of fire protection, emergency medical services and Aircraft Rescue and Fire Fighting (ARFF) within the territorial boundaries of CITY, including the Southern California Logistics Airport (SCLA); and

WHEREAS, DISTRICT is willing and able to perform such fire protection, emergency medical and ARFF services.

NOW THEREFORE, it is agreed as follows:

SCOPE OF WORK:

1. This Agreement shall be effective when executed by the authorized representatives of all parties.
2. DISTRICT shall provide to CITY fire protection services within the corporate limits of CITY, including SCLA as same which now exists, or as such limits may be modified by annexation or exclusion during the term of this Agreement.
3. DISTRICT shall provide to CITY, fire investigation, fire suppression, advanced life support ("ALS") services, rescue services, and ARFF services as described on "Exhibit A" ("Service Levels"), and standards shall comply with DISTRICT criteria and State and Federal guidelines. Modifications may be mutually agreed to by DISTRICT and CITY.
4. DISTRICT will furnish to CITY fire cause and origin investigations at the same level which it furnishes within its own boundaries. CITY agrees to adopt DISTRICT's cost recovery ordinances.
5. DISTRICT shall provide annual fire inspections for general business occupancies within the CITY such as office complexes and retail outlets. Engine companies will be encouraged to participate in all target hazards inspections with City of Victorville Fire Prevention Staff.
6. DISTRICT shall make available to the CITY an officer at the captain level position to function as Emergency Management liaison, consistent with current level of service. DISTRICT shall participate in annual Emergency Operations Center (EOC) drill and CITY department training.
7. CITY or any authorized representative shall have access to any books, documents, and records of DISTRICT, which are pertinent to this contract for the purposes of making an audit or examination. All books, records and supporting detail shall be retained for a period of five (5) years after the term of this contract. DISTRICT agrees that in the event audit exceptions are determined by appropriate audit agencies, it shall be the responsibility of DISTRICT to comply.
8. City of Victorville's City Council shall remain the governing body for the CITY, and the Board of Supervisors shall be the governing body of the DISTRICT. Any changes or modifications of this Agreement shall not become effective until approved by the CITY Council and Board of Supervisors.
9. Fire Chief/Fire Warden of DISTRICT shall be designated as the Fire Chief of CITY for fire suppression, emergency medical and ARFF operations at all times during the term of this Agreement. Said Fire Chief shall designate a Division Chief to work directly with the City of Victorville's City Manager and provide liaison with other officers of the CITY. The Fire Chief's designated Division Chief will attend city council meetings, meetings requested by the CITY, make regular monthly reports to the City Manager, and such other reports as may be appropriate, as determined by the Fire Chief, with respect to the fire protection services provided within the corporate limits of CITY.
10. During the term of this Agreement, DISTRICT may find it necessary, in connection with fire and other emergencies, to move certain equipment described in Exhibit "C" ("Equipment") from CITY's limits. DISTRICT may do so and in the event that an emergency extends beyond twelve (12) hours, DISTRICT shall obtain approval for the continued use beyond the 12-hour period. Persons authorized to give CITY approval are the City Manager or his/her designee. To assure adequate fire protection to CITY, DISTRICT will endeavor to maintain a minimum of three (3) ALS units within CITY at all times.

TERMS AND CONDITIONS

11. Term and Termination:

- a. The term of this Agreement shall be ten (10) years, commencing July 5, 2008 and ending July 5, 2018 ("Term") unless terminated earlier as provided herein. However, a three year firm term commencing upon execution of this Agreement ("Firm Term") shall be in place during which neither party may exercise any early termination provisions of this Agreement. Following the expiration of the Firm Term, either party, by written notice to the other party, may terminate the whole or any part of this Agreement at any time, and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least three-hundred sixty-five (365) days before the effective date of such termination. Upon termination, DISTRICT shall be compensated only for those services which have been rendered to CITY, and DISTRICT shall be entitled to no further compensation.
- b. Notwithstanding the foregoing, in the event DISTRICT provides any services to CITY on a holdover basis after the date of termination, CITY shall fully reimburse DISTRICT for all costs of providing such services.
- c. The Term of this Agreement shall automatically renew for up to an additional one (1) year period, as determined by DISTRICT, unless the CITY provides notice to the DISTRICT of its desire to terminate the Agreement. Such notice shall be provided no less than three-hundred sixty-five (365) days prior to July 5, 2018. If CITY fails to provide such notice, DISTRICT shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as DISTRICT determines would be appropriate during the extended period of this Agreement. The DISTRICT shall notify the CITY of the extended termination date.

12. Payment:

- a. CITY shall pay DISTRICT the sum of \$10,052,835 for each fiscal year of fire protection services provided by DISTRICT during the term of this Agreement and a one-time start up cost of \$483,000 for supplies and equipment. CITY shall pay to DISTRICT monthly installments of \$837,736 at the beginning of each month during the period of this Agreement. In addition to cost provided above, CITY shall pay DISTRICT the sum of \$1,400,820 each fiscal year for fire protection services for SCLA provided by DISTRICT during the term of this Agreement. CITY shall pay to DISTRICT monthly installments of \$116,735 at the beginning of each month during the period of this Agreement. Payments will be renegotiated annually based upon the provisions of paragraph 12 d. Both payments shall be due by the fifth (5th) day of each month. Payments received after sixty (60) days of when due shall include 10% simple interest after the sixtieth (60th) day against the amount owing.
- b. All revenue billed and collected by DISTRICT for the CITY will be reported and remitted to the CITY monthly, unless the CITY agrees to a different schedule.
- c. DISTRICT shall have the right to terminate this Agreement sooner than provided for in Section 11(a) if CITY does not make timely payments of its obligations hereunder to DISTRICT.
- d. DISTRICT shall have the right to annually renegotiate the rate of services performed under this Agreement. CITY shall be responsible for any future MOU and/or Compensation Plan for salary/benefit increases that may occur during the term of the Agreement. Unless otherwise negotiated, the annual increase for supplies (excluding Dispatching/Radio Charges) shall not exceed the annual All Urban Consumer Price Index (CPI) for the Los Angeles/Riverside/Orange County areas for any given year. The calculation period for the CPI will be January 1 to December 31 of the preceding year.

- e. DISTRICT may give notice to CITY of increased costs incurred by DISTRICT in providing the services pursuant to this Agreement, and this Agreement may be amended to reflect the increased costs to DISTRICT, with any such amendment to be effective the date the costs for DISTRICT are increased. CITY may have the option to terminate this Agreement if the parties cannot agree on the amount of additional costs proposed by DISTRICT, in accordance with Section 11, "Term and Termination." In the event of such termination, DISTRICT shall be paid for all services rendered until such termination date at the rates set forth in this Agreement.
- f. Annually, CITY and DISTRICT shall review staffing levels and CITY shall have the right at any time during the term of this Agreement to request a change in the level of fire protection services provided for herein. In such event, all provisions of this Agreement with respect to compensation paid by CITY shall remain in full force and effect, but in addition to payment of the sums herein provided, CITY shall pay DISTRICT in monthly installments the cost of such additional fire protection service.
- g. CITY shall not hold DISTRICT responsible for a reduction in fire protection services resulting from labor relation actions and CITY's obligation to pay DISTRICT shall be reduced for services not performed for that reason.

13. Premises Lease:

- a. CITY hereby leases to DISTRICT the real property, together with the fixtures and furnishings described on "Exhibit B" ("Leased Premises") for the sum of \$1 per year for duration of this Agreement, on the terms and conditions set forth in this Agreement. During the term of this Agreement, DISTRICT shall maintain in good repair the heating and cooling systems, plumbing and electrical systems, exterior and interior walls, windows, roof, sidewalks, and other like portions of the Leased Premises.
- b. CITY agrees to be responsible for all major structural repairs and/or replacements which exceed \$1,000 per occurrence (including labor costs) to CITY owned facilities. Major structural repairs shall be defined as major plumbing problems where the slab or a wall must be broken to access, major concrete replacement, major asphalt replacement, roof replacement, apparatus door replacement, and the structural integrity of the building and facility replacement due to fire, flood, earthquake, or any other natural or man made disaster causing the facility to be uninhabitable. The foregoing shall apply unless the need for such repairs and/or replacements are the result of the negligent or willful misconduct of DISTRICT, in which case DISTRICT shall be responsible for promptly completing and paying for the costs of such repairs and/or replacements. Except as specifically set forth herein, CITY will remain financially responsible for new and replacement CITY facilities.
- c. DISTRICT agrees to the storage of Victorville Emergency Services vehicles and equipment within the leased fire stations and grounds and to allow access to this equipment by CITY employees. In addition, current agreements pertaining to the Leased Premises by other entities under contract with CITY will be honored by DISTRICT with the liability remaining with CITY. Future agreements for use of the Leased Premises by other agencies shall be coordinated and mutually agreed to by CITY and DISTRICT.

14. Utilities:

DISTRICT shall pay all utility service charges, including charges for electricity, gas, telephone, water, refuse disposal, janitorial, maintenance and any related expenses provided to the Leased Premises.

15. Maintenance Expense:

DISTRICT shall provide all necessary routine maintenance expense, including janitorial interior maintenance and landscaping maintenance for the Leased Premises.

16. Fire/ALS/Paramedic Apparatus and Equipment:

CITY hereby leases to DISTRICT the fire vehicles, apparatus, equipment and property described in Exhibit "C" ("Fire Equipment") for the sum of \$1 per year for duration of this Agreement, on the terms and conditions set forth in this Agreement. CITY shall be listed as owner and DISTRICT shall be listed as the registered owner of the apparatus. During the term of this Agreement, DISTRICT shall maintain in good repair the fire equipment, and shall be financially responsible for said maintenance and repairs.

The CITY agrees to be responsible for all major apparatus and equipment repairs and/or replacements unless the need for such repairs and/or replacements are the result of the negligent or willful misconduct of DISTRICT, in which case DISTRICT shall be responsible for promptly completing and paying for the costs of such repairs and/or replacements. Major apparatus and equipment repairs shall be defined as engine, transmission, drive train, pump and tank repairs which exceed \$5,000 for fire apparatus and \$2,000 for staff vehicles per occurrence (including labor costs). CITY will remain financially responsible for new and replacement apparatus, and staff vehicles. Except as otherwise provided herein, failure to replace equipment on schedule may be cause for the DISTRICT to direct bill the CITY for maintenance related repairs to such identified vehicles. DISTRICT shall include these costs as an element of the compensation paid by CITY. Repairs to SCLA vehicles for which DISTRICT is responsible, unless such repairs are the result of the negligent or willful misconduct of DISTRICT, shall be limited to \$40,000 annually. CITY shall be directly billed for repairs exceeding this limit provided that the DISTRICT notify the CITY in advance of the need for any such repairs.

17. Cost of Providing and Operating Equipment:

The cost of providing, maintaining, operating any and all property, furnishings and equipment, real or personal, previously furnished by CITY for fire protection and ALS / Paramedic services (other than the fire equipment set forth in Exhibit "C" ("Equipment") and provided for hereinabove) shall be borne by DISTRICT unless otherwise provided for herein or by separate written agreement. New additional equipment and replacement of equipment over \$2,000 will be borne by CITY.

18. Assumption of Personnel:

DISTRICT agrees to offer employment to CITY personnel, as listed in "Exhibit D" ("Personnel"), provided that each of them successfully passes the required background checks/pre-employment physicals and drug test. Failure to successfully pass the required background check/pre-employment physicals or drug test shall disqualify a person on said list from employment with DISTRICT. CITY agrees to assume all liability for, and to defend, indemnify and hold harmless DISTRICT, its officers, agents, employees or volunteers from claims, actions, losses, or damages by any such employees that arise from occupational injuries during the course of their employment during the term of this Agreement that arose out of, or were aggravated by, medical conditions existing prior to the term of this Agreement as identified during pre-employment physicals and in existing City of Victorville employee files. DISTRICT agrees to maintain employee's city service date for its Retirement Medical Trust Fund, any future negotiated benefits, and will assume up to 70% of DISTRICT's maximum allowable vacation accruals based on current Memorandum of Understanding between the International Association of Firefighters (IAFF), Local 935 and CSA 70 (MOU) with DISTRICT paid by CITY.

The employees listed in Exhibit "D" ("Personnel") are required to maintain all appropriate license/certifications/registrations for the job to which they are assigned. Notwithstanding any provision to the contrary in the Personnel Rules for Board Governed Special Districts to which DISTRICT is subject, management safety personnel along with rank and file personnel will be offered employment in positions as determined by DISTRICT in a classification that as closely as possible has job duties resembling the work said employee was performing prior to this Agreement. Notwithstanding any provision to the contrary in the Personnel Rules for Board Governed Special Districts to which DISTRICT is subject, management safety personnel along with rank and file employees will be placed on the closest higher salary step of the new classification to current CITY salary, except in circumstances where CITY salary is higher than DISTRICT's top step. In these cases, DISTRICT's top step will be applicable. All fulltime employees who have less than two years of CITY service will be

required to serve a six (6) month probationary period. Employees on probation at the inception of this Agreement shall remain on probation for the remainder of their original probationary period or six (6) months, whichever is longer, following their employment with DISTRICT.

CITY agrees to indemnify and hold DISTRICT, its employees, officer and agents, harmless for any and all claims that may arise with regard to the assumption of the abovementioned employees and any and all claims, lawsuits or damages arising from, including but not limited to Unfair Labor Practice Claims, claims relating to successor employer status, rights with regard to union representation and other claims that may arise related to the appropriateness of the assumption of services and employees by DISTRICT.

19. Grants:

DISTRICT and CITY shall participate and coordinate efforts to obtain all available grants, reimbursements and related programs to enhance funding for the CITY.

20. Purchasing Program:

In order to achieve economies of scale, the CITY may authorize the DISTRICT to purchase equipment, apparatus and supplies on behalf of the CITY. Recognizing that fire and emergency medical equipment, apparatus and supplies are specialized for these functions, CITY agrees to coordinate with DISTRICT specifications when the CITY makes these purchases.

21. Indemnification:

- A. DISTRICT, to the extent permitted by law, agrees to indemnify and hold harmless the CITY, its officers, agents, employees and volunteers from any and all claims including employment related claims, actions or losses, damages, and/or liability resulting from DISTRICT's negligent acts or omissions which arise from DISTRICT's performance of its obligations under this Agreement.
- B. The CITY, to the extent permitted by law, agrees to indemnify and hold harmless DISTRICT and its officers, employees, agents and volunteers from any and all claims including employment related claims, actions, losses or damages and/or liability arising out of the CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this Agreement.
- C. In the event CITY and/or DISTRICT is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, CITY and/or DISTRICT shall indemnify the other to the extent of its comparative fault.
- D. Notwithstanding indemnification for any claim, action losses, or damage involving a third party, the CITY and DISTRICT hereby waive any and all rights of subrogation recovery against each other.

22. Insurance:

DISTRICT and CITY are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage 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 term, conditions or obligations of this agreement.

DISTRICT shall provide vehicle collision and comprehensive coverage through its JPA Insurance Program. For first party damages resulting in a total loss by DISTRICT use, reimbursement from DISTRICT's JPA Insurance shall be based on a depreciated value. Each party shall be responsible for providing and maintaining comprehensive insurance as necessary for the ongoing operations of the CITY.

23. Proof of Coverage:

DISTRICT shall, within sixty (60) days of commencement of this Agreement, furnish certificates of insurance or self-insurance to CITY evidencing the insurance coverage including endorsements, above required prior to the commencement of performance of service hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CITY, and DISTRICT shall maintain such insurance from the time DISTRICT commences performance of services hereunder until the completion of such services.

24. Severability

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had ever been contained herein.

25. Applicable Laws

At all times during the term of this Agreement, the CITY and the DISTRICT shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivisions thereof.

26. Attorney Fees and Cost

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own cost and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Section 21.

27. Venue

The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by a third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

28. NOTICES:

Any and all notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such address as the respective parties may provide in writing by registered or certified mail, postage prepaid for this purpose:

DISTRICT:

SAN BERNARDINO COUNTY FIRE – ADMINISTRATION, CSA 70
Attn: Pat A. Dennen, Fire Chief/Fire Warden
157 W. 5th Street, 2nd floor
San Bernardino, CA 92415-0451

CITY:

CITY OF VICTORVILLE
Attn: Jon Roberts, City Manager
14343 Civic Drive
Victorville, CA 92392-2392

29. Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties. The City understands and acknowledges that the District is undergoing a reorganization and shall be known and referred to as "San Bernardino County Fire Protection District," effective July 1, 2008. This change in reorganization shall not effect the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

DISTRICT

CITY

[Handwritten Signature]

Chairman, Board of Supervisors

JUN 24 2008

Dated: _____

City of Victorville
(Print or type name of corporation, company, contractor, etc.)

By *[Handwritten Signature]*
(Authorized signature - sign in blue ink)

Name Jon B. Roberts
(Print or type name of person signing contract)

Title City Manager

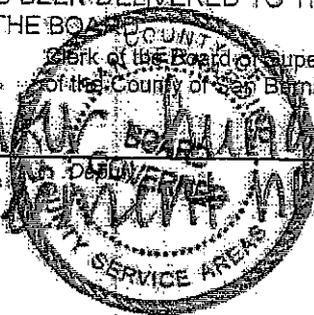
Dated 6/20/08 *(Print or Type)*

Address 14343 Civic Drive
Victorville, CA 92392

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

Clerk of the Board of Supervisors of the County of San Bernardino.

By *[Handwritten Signature]*
Agreement No. 08-087



CITY

Approved as to Legal Form
[Handwritten Signature]
City Counselor

Date 6/18/08

Reviewed by Contract Compliance
[Handwritten Signature]

Date 6/19/08

DISTRICT

Approved as to Legal Form
[Handwritten Signature]
County Counselor

Date 6/20/08

Reviewed by Contract Compliance

Date _____

Reviewed for Processing
[Handwritten Signature]
Agency Administrator/CAO

Date 6/20/08

"EXHIBIT A"
FIRE PROTECTION SERVICES AGREEMENT
CITY OF VICTORVILLE/VICTORVILLE FIRE PROTECTION DISTRICT

SERVICE LEVELS

A. Fire Protection Services for the City of Victorville

- Maintain fifteen (15) personnel on duty at CITY fire stations for twenty-four (24) hours a day.
- Provide Fire Protection and Rescue Services with staffing of five (5) fire engines/trucks with three (3) personnel each.
- Provide Advanced Life Support services with a minimum of one (1) paramedic on each unit daily.
- Communication system includes an automated incident reporting system with full record management and computer network services utilizing DISTRICT's network system.
- Personnel vacation accrual rates will be based on seniority with the City of Victorville only, as determined by the Human Resources Division of DISTRICT.
- All fiscal services will be handled through DISTRICT so CITY will not incur any workload, bill payments or payroll, except for normal oversight and accountability.
- Vehicle repairs will be performed by DISTRICT certified mechanics that travel to on-site stations to reduce "down time," or at our shop that have full capability to provide major equipment overhaul and fabrication.
- Fire inspections in general business occupancies such as office complexes and retail outlets shall be inspected annually. Engine companies will be encouraged to participate in all target hazards inspections.
- Fire investigators shall be available to fire scenes for fire cause determination twenty-four (24) hours per day.

B. Aircraft Rescue and Fire Fighting for SCLA

- Maintain a minimum Index "C" coverage per FAR Part 139 24/7.
- Increase service level to Index "D" and "E" with PPR (Prior Permission Required) as necessary.
- Participate in development of the Airport Emergency Plan and in annual tabletop and/or live exercises.
- Comply with FAR Part 139, SCLA Security Program and SCLA Rules and Regulations.
- Perform daily/weekly/quarterly/annual checks presently performed by Victorville Fire Department.

- Respond to standby requests from Airport tenants.
- Respond to fire watch request of the Airport Director. It is recognized that fire watch is not envisioned to be a part of this Agreement. As such, DISTRICT will be reimbursed for said fire watch requests.
- Support all military, unmanned aeronautical system (UAS), and flight test programs.

"EXHIBIT B"
FIRE PROTECTION SERVICES AGREEMENT
CITY OF VICTORVILLE/VICTORVILLE FIRE PROTECTION DISTRICT

LEASED PREMISES

Fire Station No. 311/Fire Headquarters

16200 Desert Knoll Drive
Victorville, CA. 92392

Fire Station No. 312

15182 El Evado
Victorville, CA 92392

Fire Station No. 313

13086 Amethyst Road
Victorville, CA 92392

Fire Station No. 314

17008 Silica Street
Victorville, CA 92392

Fire Station No. 319

18550 Readiness,
Victorville, CA 92394

"EXHIBIT C"
FIRE PROTECTION SERVICES AGREEMENT
CITY OF VICTORVILLE/VICTORVILLE FIRE PROTECTION DISTRICT

FIRE VEHICLES

Station 311

Year	Vehicle Description	Vin No	License No
2006	E311, Pierce Engine	4P1CE01A36A006603	1243218
2006	E311A, Pierce Fire Engine	4PICE81A16A006602	1243215
2001	T311, E-One Ladder Truck	4EN3ABA8311003285	1105613
1995	BE311, International Brush Engine	1HRSEAANXRH298222	370229
1980	WT311, Ford Water Tender	1FDYW90W5BVJ73094	002847

Station 312

Year	Vehicle Description	Vin No	License No
2002	E312, Westates Fire Engine	4S7CT49922C040612	1109119
1991	E312R, Beck Fire Engine	4S7DT9D09MC003196	335747

Station 313

Year	Vehicle Description	Vin No	License No
2002	E313, Westates Fire Engine	4S7CT49972C040055	1109116
1996	BE313, International Brush Engine	1HTSEARR5VH445813	993718

Station 314

Year	Vehicle Description	Vin No	License No
2006	T314, Pierce Ladder Truck	4PICDO1H86A006550	1243217
1990	BE314, International Brush Engine	1HTSEZ2N3LH281520	438051
1994	E314R1, Spartan-Central States Fire Engine	4S7AT9D00RC013402	108376
1989	E314R2, Beck Fire Engine	189016H05KC185117	209225
1991	HM314, Chevrolet		
	HM314T, 20' Box Trailer		352970

Station 319 (Airport Owned)

Year	Vehicle Description	Vin No	License No
2005	E319, Pierce Fire Engine	4P1CS01AX5A005388	1230861
2001	R2, Ford 450	1FDXF47F12EA91862	
1985	R3, Oshkosh Crash Truck P-19	10T9L5BE5F1023253	
1974	R4, Oshkosh Crash Truck P-4	13085	
	R5, Oshkosh Crash Truck M-4000	10T9K5W1C101019979	
1974	R6, Oshkosh Crash Truck P-4	14030	
2004	Foam 319-T, Foam Trailer	4HXHD16305C084731	
	CT319, Cribbing Trailer		
	MCI Trailer		328197
1980	FS319 (Foam Support)	K90RVHJ5371	049151

Staff Vehicles

Year	Vehicle Description	Vin No	License No
2006	Ford Expedition	1FMPU16566LA80113	1245238
2000	Ford Expedition		1093085
2000	Ford Expedition		1093083
2000	Dodge Durango		1076910

"EXHIBIT D"
FIRE PROTECTION SERVICES AGREEMENT
CITY OF VICTORVILLE/VICTORVILLE FIRE PROTECTION DISTRICT

PERSONNEL

- The following management safety personnel appointed to their current position prior to April 1, 2008 and employed by CITY as of June 21, 2008 will be offered Battalion Chief employment with the DISTRICT:
Battalion Chiefs (3)

- The following safety personnel appointed to their current position prior to April 1, 2008 and employed by CITY as of June 21, 2008 will be offered employment equal to their current rank classification with the DISTRICT:
Captains (18)
Engineers (16)
Firefighters (19)