

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

January 12, 2010

FROM: GRANVILLE M. BOWMAN, Director
Department of Public Works - Transportation

SUBJECT: COOPERATIVE AGREEMENT WITH THE COUNTY OF SAN BERNARDINO SPECIAL DISTRICTS DEPARTMENT FOR SNOW REMOVAL OPERATIONS IN COUNTY SERVICE AREA 18 (CEDAR PINES), COUNTY SERVICE AREA 68 (VALLEY OF THE MOON), COUNTY SERVICE AREA 69 (LAKE ARROWHEAD) AND COUNTY SERVICE AREA 70 (GENERAL)

RECOMMENDATION(S)

Approve cooperative **Agreement No. 10-22** with County Service Area 18 (Cedar Pines), County Service Area 68 (Valley of the Moon), County Service Area 69 (Lake Arrowhead), and County Service Area 70 (General) (collectively referred to as "District") in order for District to provide snow removal services on roads within the County Maintained Road System in the communities of Big Bear, Crestline, Lake Arrowhead and Running Springs through June 30, 2012, in an amount not to exceed \$80,000 per fiscal year.

(Affected Districts: Second, Third)

(Presenter: Granville M. Bowman, Director, 387-7906)

BACKGROUND INFORMATION

Approval of this item will establish a cooperative agreement (Agreement) between the County of San Bernardino, through its Department of Public Works (Department), and Special Districts (District) for District to provide snow removal operations on certain roads within the County Maintained Road System.

In order to facilitate more cost efficient snow removal operations in the areas of Big Bear, Crestline, Lake Arrowhead and Running Springs, the Department and District desire that District perform snow removal services for a number of County maintained roads that lie on the boundary of areas that are covered by the Department and District. Under the terms of the proposed Agreement, District will perform required and emergency snow removal operations on 11.42 miles of County maintained roads as outlined in the Agreement. The subject roads are shown in red in Attachment "E" to the Agreement and include in whole, or in part: Orange Avenue, Santa Barbara Avenue, Kern Avenue, Riverside Avenue, San Bernardino Road, Sunset Lane, Barton Lane, Silver Pine Road and Maple Lane in the Big Bear area; Sawpit Canyon Road, Mozumdar Drive, Crest Forest Drive and Mojave River Road in the Crestline area;

Note: See related Board of Supervisors Item #66 of 1/12/10.

cc: Trans-Bowman w/ agree
Contractor c/o Dept w/ agree
ACR-Acct Pay Mgr w/ agree
EBIX-BPO c/o Risk w/ agree
County Counsel-Runyan
Risk-Eisel
CAO-Valdez
SDD-Quiroz
File - w/ agree
jr 1/19/10
ITEM 44

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)



APPROVED	AYE	AYE	AYE
1	4	5	
BY LAURA H. WELCH, CLERK OF THE BOARD			
DATED: January 12, 2010			

**BOARD OF SUPERVISORS
COOPERATIVE AGREEMENT WITH THE COUNTY OF SAN BERNARDINO
SPECIAL DISTRICTS DEPARTMENT FOR SNOW REMOVAL
OPERATIONS IN COUNTY SERVICE AREA 18 (CEDAR PINES), COUNTY
SERVICE AREA 68 (VALLEY OF THE MOON), COUNTY SERVICE AREA
69 (LAKE ARROWHEAD) AND COUNTY SERVICE AREA 70 (GENERAL)
JANUARY 12, 2010
PAGE 2 OF 2**

Sonoma Drive, Pinehurst Drive, Trinity Drive, Brentwood Lane, Black Oaks Court, Klondike Drive, Aleutian Drive, Evergreen Lane, Grass Valley Road, Cedar Brook Drive, Hospital Road and Torrey Road in the Lake Arrowhead area; View Drive, Circle Drive, Holiday Lane, Pine Cone Drive, Mountain Lane, Snowflower Drive and Highland Drive in the Running Springs area.

Approval of the recommendation above will approve the Agreement between the Department and the District for snow removal operations and scope of work as outlined in Attachments A through E of the Agreement being presented by the Department on today's agenda. This item is a companion item to the District agenda item.

The Department will reimburse District after each storm event for the costs of the snow removal at the rates identified in Attachment "D" of the Agreement. Amendments to the Agreement may be made by mutual agreement of the Department and the District. This Agreement will remain in effect until June 30, 2012, but may be terminated by either party with at least thirty (30) days written notice.

FINANCIAL IMPACT

Approval of this item will not result in any costs to the County General Fund. All payments for work are contingent upon the Department's approval and verification of completed work and acceptance of submitted invoices. The Department shall compensate the District no more than \$80,000.00 (which represents approximately \$7,000 per mile for the 11.42 miles of County roads), per fiscal year, for a three year period for a total cost of \$240,000, including District's overhead.

REVIEW BY OTHERS

This item was reviewed by County Counsel (Scott M. Runyan, Deputy County Counsel, 387-9022) on December 11, 2009, Risk Management Department (John Eisel, Risk Assessment Officer) on December 15, 2009, and the County Administrative Office (Beatriz Valdez, Principal Administrative Analyst, 387-5301) on December 29, 2009.



COUNTY OF SAN BERNARDINO

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change			SC	TRA	A
<input type="checkbox"/> Cancel					10-2-2
County Department			Dept.	Orgn.	Contractor's License No.
Public Works - Transportation			TRA	TRA	
County Department Contract Representative			Telephone	Total Contract Amount	
			909 387-8040	\$240,000.00	
Contract Type					
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: MOU					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	This Amendment
		1-12-10	06-30-12		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
SAA	TRA	TRA	200	2445	
					Orig. Amount
					\$240,000.00
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Orig. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Orig. Amount
Project Name			Estimated Payment Total by Fiscal Year		
<u>SNOW REMOVAL</u>			FY	Amount	I/D
			09/10	\$80,000	
Contract Type - Special			10/11	\$80,000	
(Risk Management Approved)			11/12	\$80,000	

Auditor / Controller - Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name
COUNTY SERVICE AREA 18 hereinafter called: collectively referred to as DISTRICT
Address
157 W. FIFTH STREET, SECOND FLOOR
SAN BERNARDINO, CA 92415-0450
Telephone Federal ID No. or Social Security No.
(909) 387-5940

COUNTY SERVICE AREA 68 hereinafter called: collectively referred to as DISTRICT
Address
157 W. FIFTH STREET, SECOND FLOOR
SAN BERNARDINO, CA 92415-0450
Telephone Federal ID No. or Social Security No.
(909) 387-5940

COUNTY SERVICE AREA 69 hereinafter called: collectively referred to as DISTRICT
Address
157 W. FIFTH STREET, SECOND FLOOR
SAN BERNARDINO, CA 92415-0450
Telephone Federal ID No. or Social Security No.
(909) 387-5940

COUNTY SERVICE AREA 70 hereinafter called: collectively referred to as DISTRICT
Address
157 W. FIFTH STREET, SECOND FLOOR
SAN BERNARDINO, CA 92415-0450
Telephone Federal ID No. or Social Security No.
(909) 387-5940

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the County of San Bernardino (COUNTY) provides, or contracts to provide, snow removal services for roads that are within its County Maintained Road System (CMRS); and

WHEREAS, County Service Area 18, County Service Area 68, County Service Area 69, and County Service Area 70 (including County Service Area 70's improvement zones) (collectively referred to as "DISTRICT") also provide, or contract to provide, snow removal services for roads that are within their respective service areas; and

WHEREAS, snow removal on COUNTY roads located in the communities of Big Bear, Crestline, Lake Arrowhead and Running Springs are closer to DISTRICT snow removal operations than COUNTY operations; and

WHEREAS, due to the location of DISTRICT snow removal operations in comparison to COUNTY operations, COUNTY believes that DISTRICT can provide snow removal services that are more cost effective than if the COUNTY provided said services; and

WHEREAS, DISTRICT is willing to provide, either with its own forces or by contract, snow removal services for COUNTY roads within said communities and that are listed in "Attachment B"; and

WHEREAS, COUNTY and DISTRICT therefore desire to enter into this agreement for DISTRICT to provide to COUNTY snow removal services in adherence to "Attachment A", entitled, "Specifications for Snow Removal" (hereinafter referred to as "Specifications"), for the roads listed in "Attachment B", entitled "List of Roads", and shown in red in "Attachment E", entitled "Route Maps", and at the rates specified in "Attachment D", entitled "Fee Schedule". In addition, DISTRICT must complete the Department's "Snow Route Check List" as identified in "Attachment C"; and

WHEREAS, Attachments A, B, C, D and E are hereby incorporated into this agreement by this reference.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 DISTRICT AGREES TO:

- 1.1 Be the responsible party for the removal of snow from COUNTY roads listed in Attachment B and shown in red in Attachment E in compliance with the Specifications identified in Attachment A. Roadways are located in the communities of Big Bear, Crestline, Lake Arrowhead and Running Springs. Roadway names and limits will be those listed in Attachment B and shown in red in Attachment E.
- 1.2 Invoice the COUNTY after each storm event at the rates identified in Attachment D, for the costs of the snow removal that is associated with those roadways listed in Attachment B and shown in red in Attachment E.
- 1.3 As provided in Section 3.18 of the Specifications, DISTRICT agrees that the total payment by COUNTY to DISTRICT for any given fiscal year shall not exceed \$80,000.00 without prior written approval by COUNTY and DISTRICT pursuant to an amendment to this agreement. The not-to-exceed amount of \$80,000.00 per fiscal year represents approximately \$7,000.00 per mile of roadway for the 11.42 miles listed in Attachment B.
- 1.4 Deposit payments into the applicable account of the individual district (as defined above). Payments will be deposited into an individual district's account based upon the performance of snow removal services on roadways within such district.

2.0 COUNTY AGREES TO:

- 2.1 Permit DISTRICT to perform snow removal operations on COUNTY roads identified in Attachment B, and as outlined in Attachment A, Specifications. Roadways are located in the communities of Big Bear, Crestline, Lake Arrowhead and Running Springs. Roadway names and limits will be those listed in Attachment B and shown in red in Attachment E.
- 2.2 As provided in Section 3.18 of the Specifications, upon receipt and approval of invoice from DISTRICT, reimburse DISTRICT after each storm event for the costs of the snow removal that is associated with those roadways listed in Attachment B and shown in red in Attachment E at the rates identified in Attachment D, in an amount not-to-exceed \$80,000.00 per fiscal year. The not-to-exceed amount of \$80,000.00 per fiscal year represents approximately \$7,000.00 per mile of roadway for the 11.42 miles listed in Attachment B.

3.0 IT IS MUTUALLY AGREED:

- 3.1 COUNTY agrees to indemnify, defend (with counsel approved by DISTRICT) and hold harmless the DISTRICT, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this agreement.
- 3.2 DISTRICT agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all claims, actions, 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.
- 3.3 In the event the COUNTY 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, the COUNTY and/or DISTRICT shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or DISTRICT attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the COUNTY and DISTRICT agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 In the event litigation arises from this agreement, each Party to the agreement shall bear its own costs, including attorney fees. This Section does not apply to costs or attorney fees relative to Sections 3.1, 3.2 and 3.3 relating to indemnification.
- 3.5 COUNTY and DISTRICT are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of COUNTY and DISTRICT performance of this Agreement.
- 3.6 This Agreement may be terminated, with or without cause, upon thirty (30) days written notice of either Party. Unless this agreement is terminated pursuant to this paragraph, this agreement shall remain in full force and effect on the date it is executed by all parties and shall remain in effect through January 11, 2013.
- 3.7 This Agreement, which includes Attachments A, B, C, D and E, contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all parties.
- 3.8 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between DISTRICT and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement, shall be instituted and prosecuted in the appropriate state court in the County of San Bernardino, California.
- 3.9 Time is of the essence for each and every provision of this Agreement.
- 3.10. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time,

days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 3.11 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.12 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.13 All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.
- 3.14 **Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the COUNTY for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. DISTRICT must contact the COUNTY contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. DISTRICT will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the COUNTY may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. DISTRICT agrees to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

DISTRICT may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. DISTRICT must contact the COUNTY with any questions regarding registration requirements.

3.15 Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. DISTRICT agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, DISTRICT agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

DISTRICT may be required to provide detailed information regarding expenditures so that the COUNTY may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. DISTRICT agrees to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

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3.16 This Agreement may be signed in counterparts, each of which shall constitute an original.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

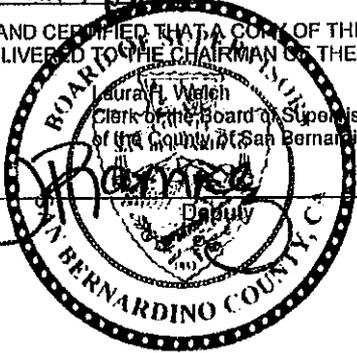
COUNTY OF SAN BERNARDINO

Gary C. Ovitt, Chairman, Board of Supervisors

Dated: JAN 12 2010

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

By:



COUNTY SERVICE AREA 69

Gary C. Ovitt, Chairman, Board of Supervisors

Dated: JAN 12 2010

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

By:



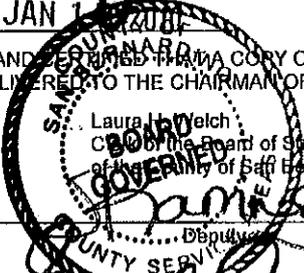
COUNTY SERVICE AREA 395

Gary C. Ovitt, Chairman, Board of Supervisors

Dated: JAN 12 2010

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

By:



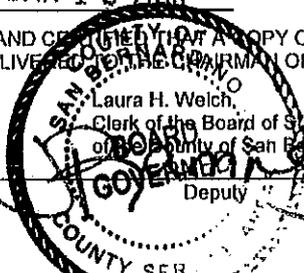
COUNTY SERVICE AREA 10

Gary C. Ovitt, Chairman, Board of Supervisors

Dated: JAN 12 2010

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

By:



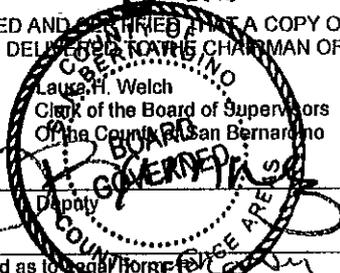
COUNTY SERVICE AREA 18

Gary C. Ovitt, Chairman, Board of Supervisors

Dated: JAN 12 2010

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

By:



Approved as to legal form for

County Counsel

Date 12-15-09

Reviewed by Contract Compliance

David R. Noublo

Date 12/16/09

Presented to BOS for Signature

Department Head

Date 12/16/09



Attachment "A"

**SPECIFICATIONS
FOR
SNOW REMOVAL**

1.0 SPECIFICATIONS AND DEFINITION OF TERMS

The work under this agreement shall be performed in accordance with these specifications. Whenever in these specifications the following terms are used, they shall be understood to mean and refer to the following:

- 1.1 DEPARTMENT – San Bernardino County Department of Public Works represented by the Director of Public Works acting either directly or through properly authorized Deputy Directors, agents, engineers, inspectors and superintendents, acting severally within the scope of the particular duties delegated to them.
- 1.2 DISTRICT – County Service Area 18, County Service Area 68, County Service Area 69, and County Service Area 70 (including County Service Area 70's improvement zones) represented by the Director of Special Districts acting either directly or through properly authorized Deputy Directors, agents, engineers, inspectors and superintendents, acting severally within the scope of the particular duties delegated to them.
- 1.3 STORM – A storm will be considered in progress when DISTRICT is authorized by COUNTY to begin work.
- 1.4 END OF STORM – "End of storm" is when, at the time of any snow depth measurement, there has been no accumulation of snow since the previous snow depth measurement. Measurement of snow depth shall be in accordance with Section 3.6 of these specifications, entitled "Measurement of Snow Depth".
- 1.5 SNOWPACK – Snow which remains on the roadway after initial clearing of the roadway has been completed. Snowpack may also include the buildup of ice on the roadway due to a freeze/thaw cycle.
- 1.6 SNOW REMOVAL EQUIPMENT – Snow removal equipment shall include all-wheel drive motorgraders; all-wheel drive loaders having a minimum bucket size of two cubic yards or appropriate sized snowplow blade; all-wheel drive trucks having a minimum gross-vehicle weight of five tons and equipped with a snowplow blade; and snow blowers. Other equipment shall be submitted in writing to the Department for approval. Loaders larger than CAT 980 and dozers shall not be used without prior approval by the Department.

For snow depths of 0" to 6", snow removal may be accomplished through the use of plow trucks in the size range of one ton to five tons. This shall not, however, relieve DISTRICT from having pieces of equipment available for snow removal operations as specified hereinabove and in Section 2, "Beginning of Work".

All snow removal equipment shall be equipped with a type of tire suitable for use in snow. Chains shall be furnished on all equipment and shall be in place on all wheels anytime equipment is in operation.

2.0 BEGINNING OF WORK

Upon approval of this agreement by both DISTRICT and COUNTY, DISTRICT shall begin and complete work as prescribed in these specifications.

3.0 DETAILS OF WORK

- 3.1 LOCATION OF WORK – The location of the snow removal work is in the communities of Big Bear, Crestline, Lake Arrowhead and Running Springs. Specific roads are listed in "Attachment B" and shown in red in "Attachment E". For the different communities (Big Bear, Crestline, Lake Arrowhead and Running Springs), the specifications for "Beginning Work", "Completion of Snow Removal" and "Payment" will be applied individually to each community.
- 3.2 SCOPE OF WORK – The work consists of removing snow from the County maintained roads.
- 3.3 DISTRICT REPRESENTATIVE – DISTRICT shall have a field supervisor on full time duty when snow removal operations are in progress. DISTRICT shall provide a manned phone in the area of the work between the hours of 8:00 AM and 5:00 PM for the purpose of responding to public inquiries and complaints when snow removal operations are in progress and until completion of snow removal. In addition to a phone line for public inquiries, DISTRICT shall provide the Department a phone number for Department to contact DISTRICT in the event of an emergency. DISTRICT shall keep a record of all public inquiries and complaints. Said inquiries and complaints shall be recorded by date, time, name of person calling, location, and nature. Such record shall be made available to the Department upon request.
- 3.4 COMMUNICATIONS – DISTRICT shall provide a means of effective communication in all vehicles and in snow removal operations equipment and also near a manned telephone area, to provide for communications and work direction. DISTRICT shall provide the Department with the phone numbers or radio frequencies necessary to communicate with the DISTRICT supervisor on duty.
- 3.5 VEHICLE AND EQUIPMENT DELINEATION – DISTRICT name and DISTRICT logo shall be affixed to all vehicles and equipment owned or leased by DISTRICT and used in snow removal operations. DISTRICT shall further place a vehicle number upon said vehicles and equipment and shall supply to the Department a list and description of all such vehicles and equipment.
- a. If DISTRICT is utilizing outside vendors, DISTRICT shall provide the Department a list and description of all such vehicles and equipment. The list shall also include the area in which the equipment is being utilized.
 - b. DISTRICT shall also provide to the Department upon request, hourly rental rates for all vehicles and equipment used in snow removal operations and the number of hours all vehicles, or pieces of equipment, were utilized in a given storm.
- 3.6 MEASUREMENT OF SNOW DEPTH – The Department shall provide snow measurements and provide this information to DISTRICT via e-mail to a designated DISTRICT representative. DISTRICT shall provide the Department with their designated representative information annually and after each storm. The Department shall also include DISTRICT on the distribution list for the Department's daily Storm Report. DISTRICT shall provide Department daily Storm Report information on the roadways listed in Attachment B and shown in red in Attachment E of this agreement.

- 3.7 BEIGINNING WORK – DISTRICT shall begin actual snow removal operations within four (4) hours of being notified to do so by the Department representative. The notification may come on any day of the week, including weekends and holidays, and at anytime of the day. The starting time may vary from area to area depending on the depth of snow.
- 3.8 BREAKDOWNS AND BACKUP EQUIPMENT – DISTRICT shall notify the Department representative when a piece of equipment is down for more than two (2) hours. Notification to the Department representative shall be given no later than two (2) hours after the equipment is out of service. The Department representative shall be notified when the piece of equipment is back in service.
- 3.9 SNOWPACK REMOVAL – Snow shall be removed down to the black pavement on roads listed in Attachment B and shown in red in Attachment E.
- 3.10 MAINTENANCE OF DRAINAGE INLETS AND FIRE HYDRANTS – Snow removed from roadway shall not be piled within ten feet of the entrance to any drainage structure, or within ten feet of any fire hydrant. Hydrants should be adequately marked by the appropriate water agency (water agency responsibility). Drainage structures will be marked by the Department by installing a color coded snow pole. Snow which has been placed within ten feet of these entrances to drainage structures shall be removed within eight hours after DISTRICT becomes aware of the improper placement. If this snow is not removed within eight hours, Department may remove the snow and deduct the cost, including overhead and other incidental costs, from payments due DISTRICT. Snow which has been placed within ten feet of fire hydrants, shall be removed by DISTRICT immediately on becoming aware of the improper placement. If this snow is not removed by DISTRICT, the Department may remove the snow and deduct the cost, including overhead and other incidental costs, from payments due DISTRICT.
- 3.11 WIDTH OF SNOW REMOVAL ON ROADWAY – Snow shall be removed to the widths specified in the list of roads (Attachment B) or to the width of the established travel lanes, whichever is greater. Cul-de-sacs or not-through streets will be plowed to the width of the cul-de-sac or pavement width of not-through streets.
- 3.12 PRIORITY OF SNOW REMOVAL ON PRIMARY AND SECONDARY ROADS – Those roads shown on the list of roads (Attachment B) and shown in red in the Route Maps (Attachment E) shall take precedence for snow removal. It is the intent that primary roads be given initial and ongoing priority to the extent necessary to maintain two-lane widths, to maintain intersections for turning movements and minimize accumulation of snow on primary roads to not more than four inches. DISTRICT shall return to primary roads within one hour after being notified by the Department.
- 3.13 REMOVAL OF SNOW IN INTERSECTIONS – Snow shall be removed in intersection areas and shall include a 20' radius returns at each corner in addition to the widths specified in the list of roads and on the adjacent County Maintained roadways that are not part of this agreement.
- 3.14 MAINTENANCE OF DRIVEWAYS – DISTRICT shall make every effort to avoid filling private driveways with snow during snow removal operations. It is recognized this cannot be eliminated but only minimized when using plow trucks and motorgraders. Snow shall not be placed in driveways when using loaders with buckets and snow blowers. DISTRICT is not required to remove snow from driveways unless, in the opinion of the Department

representative, an excessive amount of snow has been placed in the driveway by DISTRICT or DISTRICT's contractors.

- a. Snow shall not be placed in, or in front of, any fire department driveway, or driveways marked with authorized blue snow poles. Upon request by the Department, DISTRICT shall immediately remove any snow placed in, or in front of, any fire department driveway, or driveways marked with authorized blue snow poles.
- b. DISTRICT shall be responsible for removal of excessive amounts of snow placed in driveways by DISTRICT snow removal operations. This responsibility does not end with completion of snow removal under a given storm.

3.15 COMPLETION OF SNOW REMOVAL – Snow removal for each storm will be considered complete when snow and snowpacks on roads and intersections are removed to the widths and depths specified. If a new storm begins before snow removal is complete, payment for all snowpack remaining is included in the previous storm. No additional payment shall be considered as part of the new storm.

- a. Removal of snow and snowpack will be continuously pursued unless otherwise approved by the Department. Snow and snowpack shall be removed as soon as physically possible but not longer than the maximum time allowed in the table below:

<u>Depth of Snow During Storm</u>	<u>Maximum time to Complete Work after end of Storm</u>
i. 0" thru 10"	6 hrs.
ii. 10 ½" thru 20"	24 hrs.
iii. 20 ½" thru 30"	36 hrs.
iv. 30 ½" thru 40"	48 hrs.
v. 40 ½" and up	84 hrs.

- b. If, in the opinion of the Department, DISTRICT fails to perform snow removal in accordance with this agreement and specifications, in addition to any other remedies that are available to Department, the Department also reserves the unilateral right to remove snow on roads within the specified area and deduct the cost of snow removal including overhead and other incidental costs, from monies due DISTRICT.

3.16 NON-CONFORMANCE – The Department reserves the right to immediately terminate this agreement if DISTRICT fails to comply with the terms of this agreement.

3.17 PAYMENT – Payment includes full compensation for monitoring snowfall, removing snow, and for all labor, tools, materials and incidentals necessary to complete the work in accordance with these specifications.

- a. DISTRICT invoice shall itemize all work performed for each storm. The Department's Snow Route Check List, provided by the Department ("Attachment C"), shall be completed in full and shall accompany each invoice in order for payment to be remitted.
- b. Partial payments will be made by COUNTY to DISTRICT following each storm, upon completion of snow removal and acceptance by the Department. From each partial

payment, the Department will retain an amount equal to five (5) percent of said payment. The said amount shall be retained until final inspection and acceptance by the Department of work under this agreement which will be conducted annually on or about May 15th.

- 3.18 COMPENSATION – In consideration of the services performed by DISTRICT, the Department shall pay DISTRICT for the hours of actual snow removal work performed under this agreement at the hourly rates (plus overhead) described in the attached fee schedule ("Attachment D"). All payments for work are contingent upon the Department's approval and verification of completed work and acceptance of submitted invoices. COUNTY shall not be responsible to DISTRICT for DISTRICT costs incurred in preparing for actual snow removal work (examples of preparation work include transportation to snow removal site and the chaining-up and/or setting up of snow removal equipment).
- a. Total payment by COUNTY to DISTRICT for any given fiscal year shall not exceed \$80,000.00 without prior written approval by COUNTY and DISTRICT pursuant to an amendment to this agreement. The not-to-exceed amount of \$80,000.00 per fiscal year represents approximately \$7,000.00 per mile for the 11.42 miles listed in Attachment B.
 - b. Increases or decreases in the scope of work, changes in service levels or details, or new task requirements shall be approved by both parties as amendments in advance of such work.
- 3.19 PRESERVATION OF PROPERTY AND RESPONSIBILITY FOR DAMAGE – Due care shall be exercised to avoid injury to existing highway improvements or facilities and adjacent property. If such objects are injured or damaged by reason of DISTRICT operations, they shall be replaced or restored at DISTRICT expense.
- a. Department shall perform interim inspections from time to time in addition to a final inspection which will be conducted by Department before May 15th of each year this agreement is in force. A list of damaged roadway facilities will be given to DISTRICT for scheduling for repairs.
 - b. All damage, in opinion of the Department, resulting from DISTRICT snow removal work shall be immediately barricaded as warranted and repaired by DISTRICT as provided in this section.
 - c. All damage resulting from DISTRICT snow removal work shall be repaired and completed by DISTRICT within a two week period after written notification by the Department. An extension of time may be approved in excess of the two week period if requested in writing by DISTRICT. The request shall state the requested amount of additional time necessary to complete the repairs and the reasons for the requested extension. No additional repair work to roadway facilities shall be required of DISTRICT other than that shown in the final inspection. Any work not completed by DISTRICT within the designated time period may be performed by the Department and the cost deducted from monies due DISTRICT including overhead and other incidental cost, from retentions or other monies due DISTRICT.
 - d. This section shall not be construed as to relieve DISTRICT of responsibility for damage to private facilities.



Attachment "B"

LIST OF ROADS

BIG BEAR AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width(ft)</u>
Orange Ave.	Fir Lane	Barton Lane	0.16	26
Santa Barbara Ave.	Fir Lane	Barton Lane	0.16	26
Kern Ave.	Fir Lane	Barton Lane	0.16	26
Riverside Av.	Fir Lane	Barton Lane	0.16	26
San Bernardino Rd.	Fir Lane	Barton Lane	0.16	26
Sunset Lane	Fir Lane	Barton Lane	0.16	26
Barton Lane	Orange Ave.	Maple Lane	0.63	24
Silver Pine Rd.	Orange Ave.	San Bernardino Ave.	0.18	26
Maple Lane	Baldwin Lane	Barton Lane	0.50	27
		SUBTOTAL MILES:	2.27	

CRESTLINE AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width (ft)</u>
Sawpit Canyon Rd.	Crest Forest Dr.	End	1.78	16
Mozumdar Drive	Crest Forest Dr.	End	1.34	18
Crest Forest Dr.	Water	Mozumdar Dr.	0.81	22
Mojave River Rd.	Crest Forest Dr.	End	0.52	var.
		SUBTOTAL MILES:	4.45	

LAKE ARROWHEAD AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width(ft)</u>
Sonoma Dr.	Brentwood Dr.	Nely/Amador	0.68	26
Pinehurst Dr.	San Benito Dr.	Brentwood Dr.	0.08	27
Trinity Dr.	Merced Dr.	Brentwood Dr.	0.25	26
Brentwood Ln.	Brentwood Dr.	End	0.02	26
Black Oaks Ct.	End	Black Oaks Dr.	0.07	26
Klondike Dr.	Amador Ln.	End	0.10	26
Aleutian Dr.	Grass Valley Rd.	Matterhorn	0.16	27
Evergreen Ln.	Aleutian Dr.	End	0.26	26
Grass Valley Rd.	Brentwood Dr.	St. Hwy 173	0.99	20
Cedar Brook	Iris Dr.	Cedar Brook	0.22	22
Hospital Rd.	St. Hwy 173	End	0.21	27
Torrey Rd.	St. Hwy 173	Little Bear	0.57	28
		SUBTOTAL MILES:	3.61	

RUNNING SPRINGS AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width(ft)</u>
View Dr.	Circle Dr.	E&N St. Hwy 18	0.23	15
Circle Dr.	Pine Cone Dr.	View Dr.	0.12	11
Holiday Ln.	Mt. View Dr.	E&N St. Hwy 18	0.19	23
Pine Cone Dr.	Circle Dr.	Mt. View Dr.	0.23	15
Pine Cone Dr.	End Pavement	Holiday Ln.	0.03	13
Mountain View Dr.	Pine Cone Dr.	Holiday Ln.	0.05	23
Snowflower	View Dr.	View Dr.	0.20	18
Highland Dr.	End	Holiday Ln.	0.04	18
		SUBTOTAL MILES:	1.09	
		TOTAL MILES:	11.42	



Attachment "C"

SNOW ROUTE CHECK LIST



Attachment "D"

FEE SCHEDULE

DISTRICT SNOW REMOVAL EQUIPMENT FEE SUMMARY

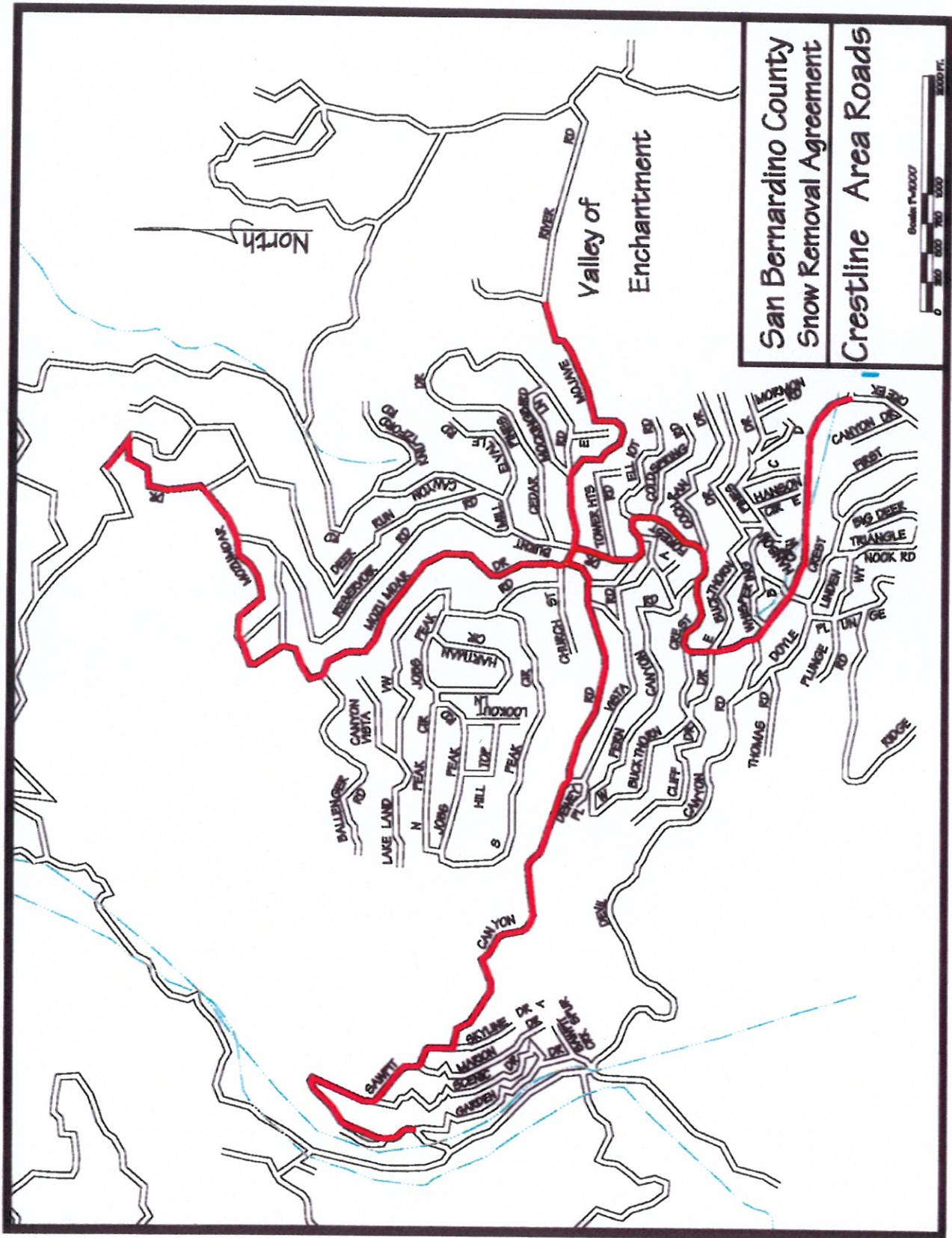
- | | |
|--------------------------------------|-------------|
| 1. 4 X 4 Truck with plow: | \$120.50/hr |
| 2. All wheel drive backhoe w/bucket: | \$162.00/hr |
| 3. All wheel drive loader: | \$169.67/hr |
| 4. All wheel drive motorgrader: | \$197.50/hr |

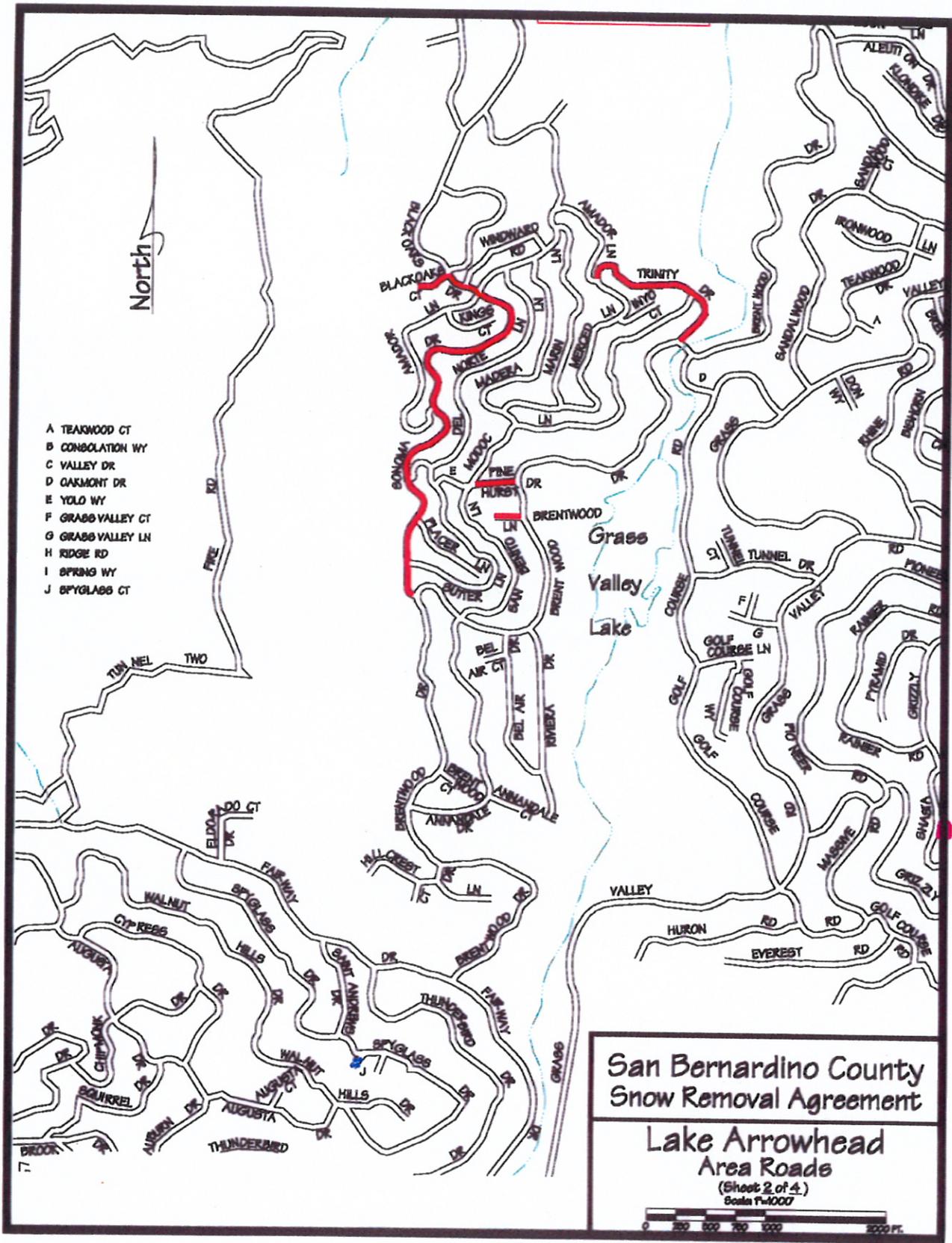
The above fees include the equipment operator. Costs for contract services shall be at DISTRICT cost without additional markup.

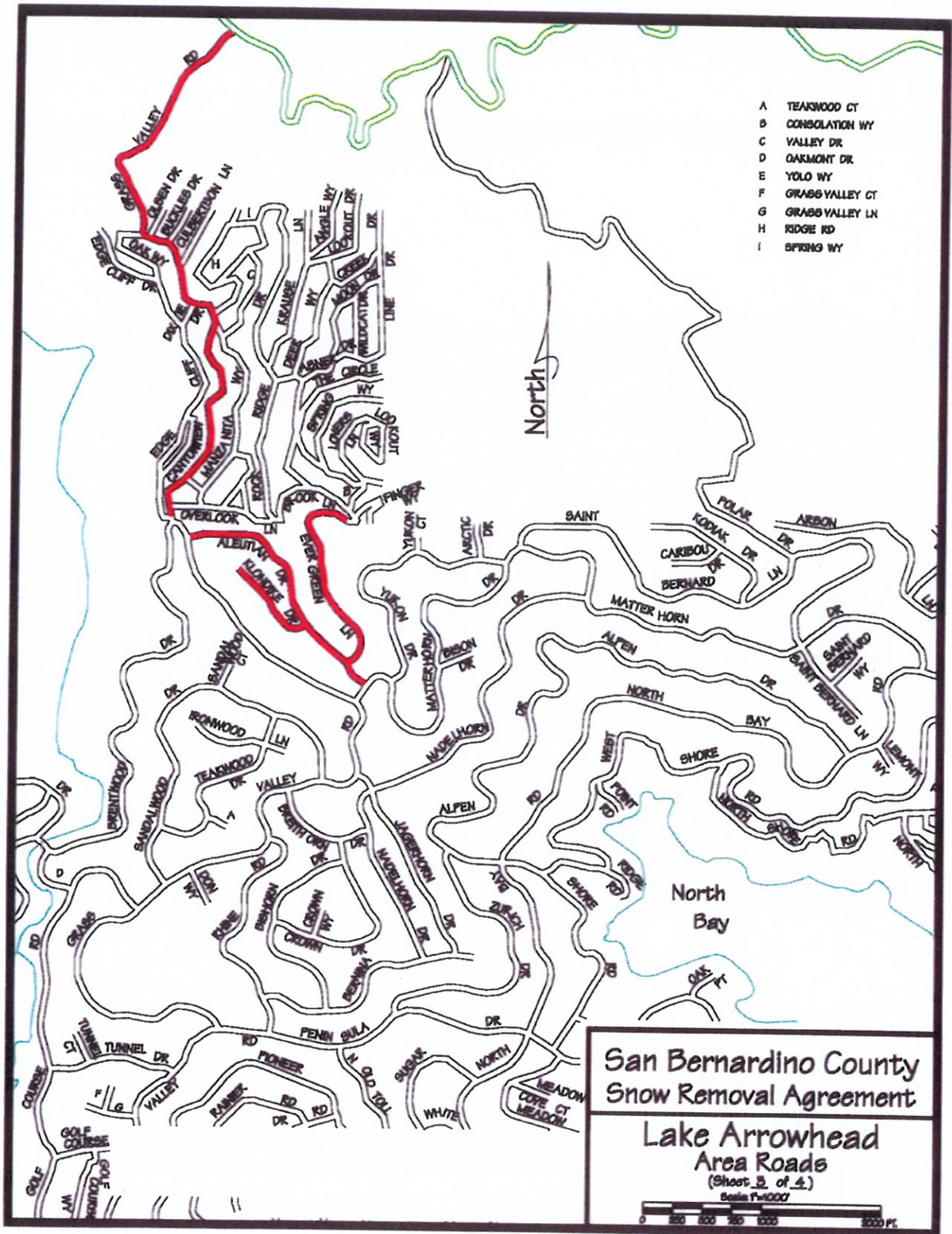
DISTRICT overhead rate shall not exceed 20% of DISTRICT snow removal charges and any overhead charged shall be noted on every invoice.

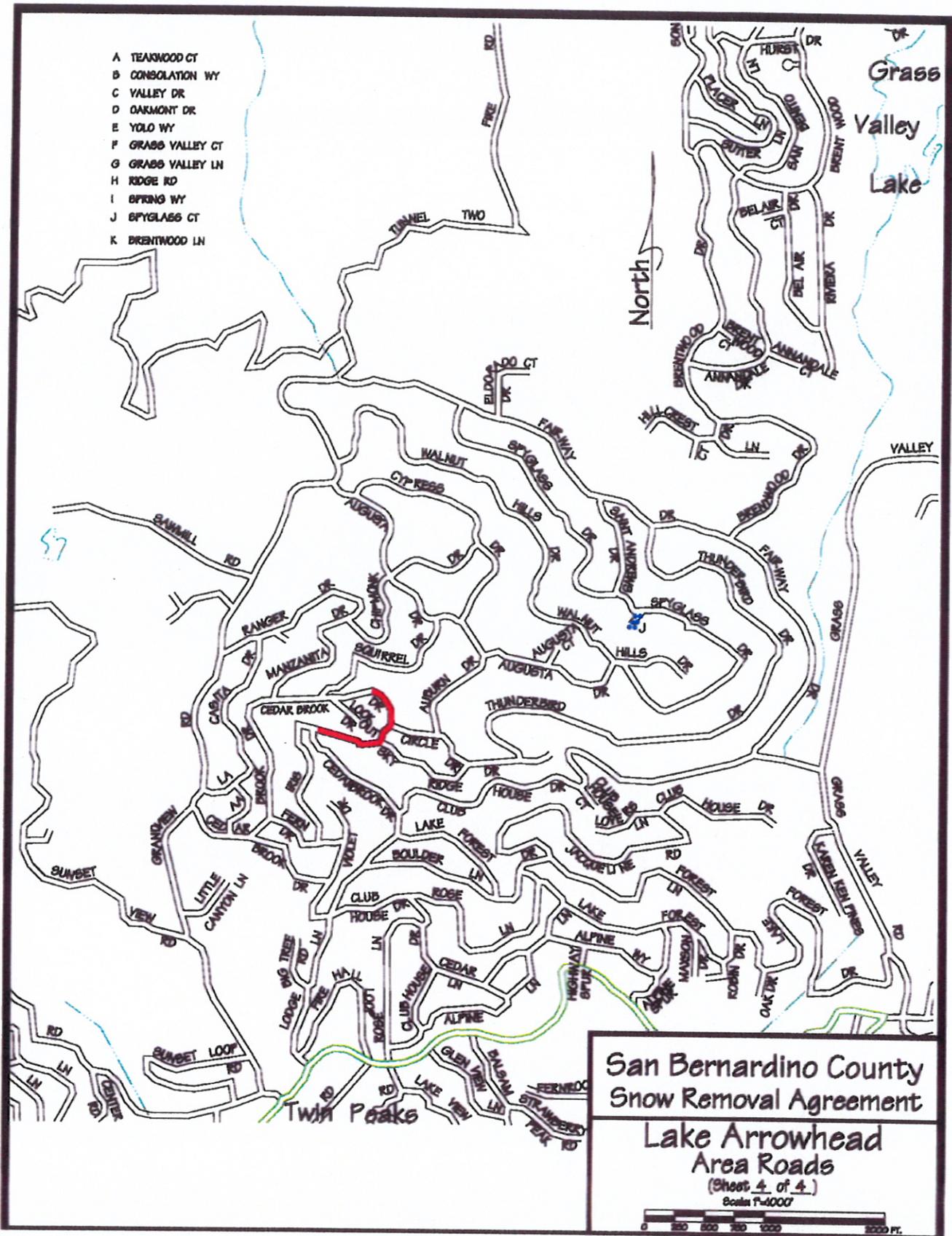


Attachment "E"
ROUTE MAPS



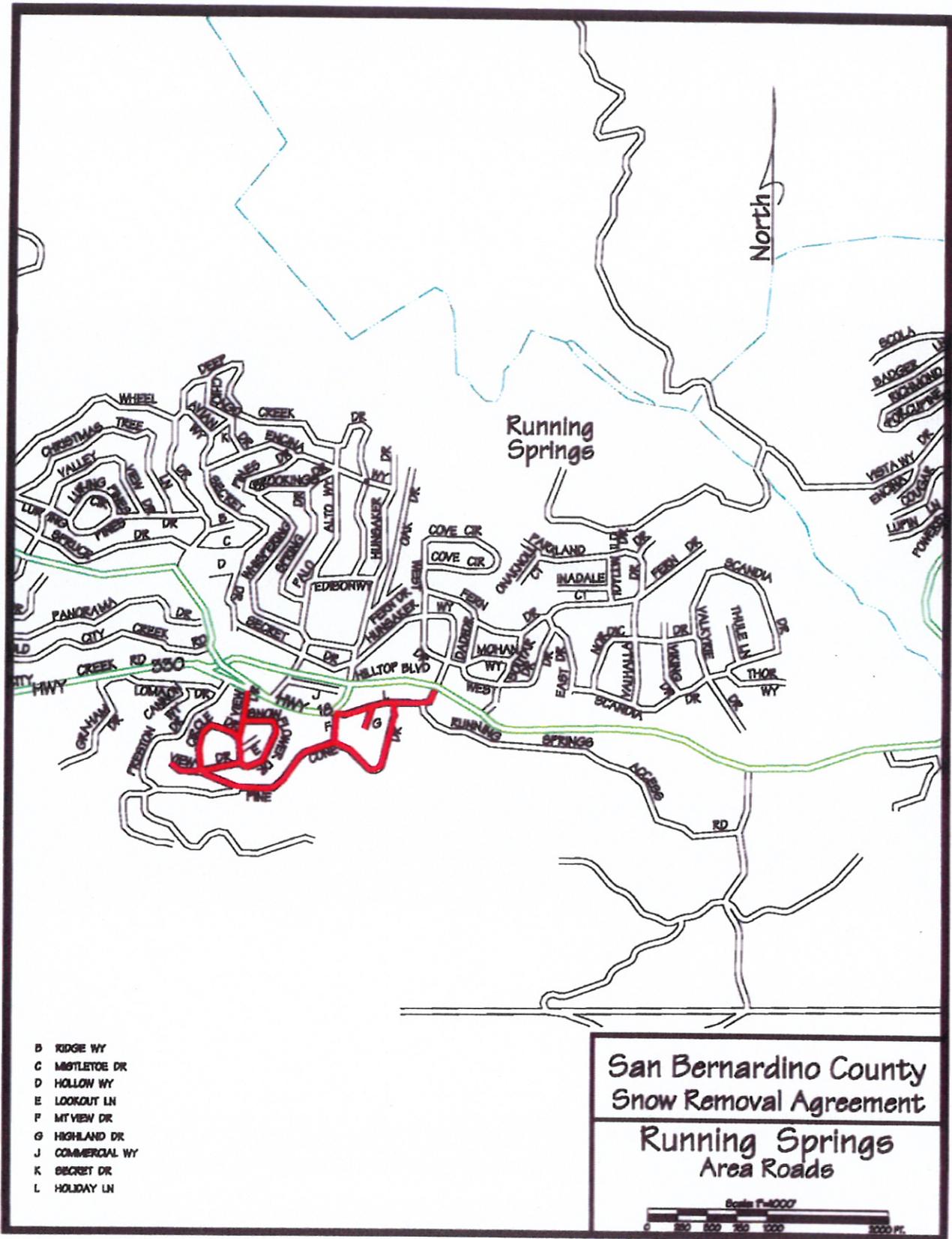






- A TEAKWOOD CT
- B CONSOLATION WY
- C VALLEY DR
- D OAKMONT DR
- E YOLO WY
- F GRASS VALLEY CT
- G GRASS VALLEY LN
- H RIDGE RD
- I SPRING WY
- J SPYGLASS CT
- K BRENTWOOD LN

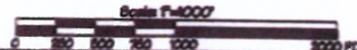
San Bernardino County
 Snow Removal Agreement
 Lake Arrowhead
 Area Roads
 (Sheet 4 of 4)
 Scale 1"=400'



- B RIDGE WY
- C MISTLETOE DR
- D HOLLOW WY
- E LOOKOUT LN
- F MT VIEW DR
- G HIGHLAND DR
- J COMMERCIAL WY
- K SECRET DR
- L HOLIDAY LN

San Bernardino County
Snow Removal Agreement

Running Springs
Area Roads



**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

December 14, 2010

**FROM: GRANVILLE M. BOWMAN, Director
Department of Public Works - Transportation**

SUBJECT: CONTRACT AMENDMENT FOR SNOW REMOVAL

RECOMMENDATION(S)

Approve **Amendment No. 1** to **County Agreement No. 10-22** with County Service Area 18 (Cedar Pines), County Service Area 68 (Valley of the Moon), County Service Area 69 (Lake Arrowhead), and County Service Area 70 (General) (collectively referred to as "District") which increases the not-to-exceed amount by \$132,230 for each fiscal year (from \$80,000 to \$212,230 for each fiscal year), and adds 18.89 miles of roads (from 11.42 miles to 30.31 total miles) within the County Maintained Road System that will receive snow removal services from the District effective November 17, 2010 through June 30, 2012.

(Affected Districts: Second, Third)

(Presenter: Granville M. Bowman, Director, 387-7906)

BACKGROUND INFORMATION

On January 12, 2010 (Item No, 44), the Board of Supervisors (Board) approved Contract No. 10-22 between the County's Department of Public Works (Department) and County Service Area 18, County Service Area 68, County Service Area 69, and County Service Area 70 (collectively referred to as "District"). The Department seeks Board approval to amend the contract. This amendment will increase the number of roadways by 68 and increase the mileage by 18.89 miles to which the District will provide snow removal services on in the communities of Moonridge, Erwin Lake, Lake Williams, Big Bear, Crestline, Running Springs and Lake Arrowhead. This amendment will also increase the annual "Not to Exceed" amount by \$132,230 based on approximately \$7,000.00 per mile. Per this amendment the "Not to Exceed" amount shall be increased to \$212,230 per fiscal year.

Under the terms of the proposed Amendment No. 1, the District will perform required and emergency snow removal operations on an additional 18.89 miles of County maintained roads as outlined in the Amendment. The subject roads are listed in Attachment "B-1" and shown in red in Attachment "E-1" to Amendment No. 1 and include in whole, or in part: Alameda Rd., Alameda Ct., Alpine Wy., Alta Vista Ave., Angels Camp Rd., Butte Ave., Canyon Crest Dr., Cascade Rd., Columbine Dr., Colusa Dr., Coyote Ct., Fenway Dr., Flintridge Ave., Green Oak Ct., Jasper Dr., Klamath Ct., Klamath Rd., La Crescenta Dr., Lucerne Dr., Luna Rd., Menlo Dr., Minton Dr., Mira

Note: See related Board of Supervisors Item #72 of 12/14/10.

Page 1 of 2

cc: PW/Transportation-Fogerson
w/agreement & Bowman
Contractor c/o Transportation
w/agreement
Auditor-Accounts Payable Manager
w/agreement
EBIX-BPO c/o Risk Management
County Counsel-Runyan & Messer
Risk Management-Eisel
Special Districts-Rigney
CAO-Valdez & Brown
File - w/agreement
ml 12/27/10
ITEM 45

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	AYE	SECOND	AYE	AYE	MOVE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: December 14, 2010

**BOARD OF SUPERVISORS
CONTRACT AMENDMENT FOR SNOW REMOVAL
DECEMBER 14, 2010
PAGE 2 OF 2**

Ln., Plumas Ct., Sahuaro Wy., Sheephorn Rd., Silverado Rd., Sun Crest Ct., Sunnyslope Rd., Travertine Rd., Trinity Ct., Tuolumne Rd., Villa Grove Ave., Vine Ave., Wolf Rd., Yosemite Dr. in the Moonridge area, Ash Ln., Chaparral Ct., Erwin Ranch Rd., Hatchery Dr., Hemlock Ln., Mahogany Ln., Manzanita Ln., Pine Ln., Pinon Ln., Rafferty Ct., State Ct., State Ln., Willow Ln. in the Erwin Lake area, Angelus Ave., Angelus Ct., Crestwood Dr., Forest Hill Dr., Lake Williams Dr., Lakewood Dr., Montevista Dr., Onyx Wy., Pinewood Dr., Sky View Ct., Sky View Dr., Sun View Dr., Valley View Dr., Woodberry Dr. in the Lake Williams area, Running Springs School Road in the Running Springs area, Cedarbrook Dr., Lachen Rd., Como Ln., Tailsman Ln. in the Lake Arrowhead area.

All other terms listed in the approved contract shall remain in effect. This amendment has a retroactive effective date of November 17, 2010. The agreement will remain in effect until June 30, 2012, but may be terminated by either party with at least thirty (30) days written notice.

In order to facilitate more cost efficient snow removal operations in the communities of Moonridge, Erwin Lake, Lake William, Lake Arrowhead and Running Springs, the Department and District desire the District perform snow removal services on those roads listed in Attachment "B-1" and shown in red on Attachment "E-1" of Amendment No. 1 to Contract No. 10-22.

The District currently provides snow removal operations on roadways within County Service Areas and on Department maintained roads per the current agreement. The roads identified in this amendment are in addition to the roads identified in Attachment "B" of the original agreement and are roads that generally connect District roads to State highways or Department maintained primary snow routes. Having these roads plowed by the District's contractor(s) is cost effective because the District's contractor(s) is/are already mobilized within the immediate area. The addition of these roadways will have no major impact on the District's ability to provide satisfactory snow removal services on their current maintained roads. This agreement will also help to minimize complaints because the connecting roads will be plowed at the same time as the District maintained roads. The reduction in overall road miles will also improve the Department's ability to provide satisfactory snow removal services to the constituents in other areas. The mountain community as a whole will benefit from this agreement in the form of improved snow removal services.

FINANCIAL IMPACT

Approval of this item will not result in any costs to the County General Fund. All payments for work are contingent upon the Department's approval and verification of completed work and acceptance of submitted invoices. The Department shall compensate the District no more than \$212,230 (which represents approximately \$7,000 per mile for the 30.31 miles of Department roads) per fiscal year, including District's overhead. This amount will fully compensate the District for all snow removal services provided to the Department under the existing Contract No. 10-22 and this Amendment to said existing contract. The mountain community as a whole will benefit from this agreement in the form of improved snow removal services.

REVIEW BY OTHERS

This item was reviewed by County Counsel (Scott M. Runyan, Deputy County Counsel, 387-9022) on December 1, 2010, Risk Management Department (John Eisel, Risk Assessment Officer) on November 5, 2010, and the County Administrative Office (Beatriz Valdez, Principal Administrative Analyst, 387-1852) on December 2, 2010.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
BOARD GOVERNED COUNTY SERVICE AREAS
AND RECORD OF ACTION**

December 14, 2010

**FROM: JEFFREY O. RIGNEY, Director
Special Districts Department**

SUBJECT: CONTRACT AMENDMENT FOR SNOW REMOVAL SERVICES

RECOMMENDATION(S)

Acting as the governing body of County Service Area 18 (Cedar Pines), the governing body of County Service Area 68 (Valley of the Moon), the governing body of County Service Area 69 (Lake Arrowhead), and the governing body of County Service Area 70 (General), approve Amendment No. 1 to County Contract No. 10-22 with County of San Bernardino Department of Public Works, which increases the not-to-exceed amount by \$132,230 to \$212,230 for each fiscal year, and increases the miles of roads by 18.89 to 30.31 within the County Maintained Road System that will receive snow removal services from County Service Area 18, County Service Area 68, County Service Area 69 and County Service Area 70, effective November 17, 2010 through June 30, 2012.

(Affected Districts: Second and Third)

(Presenter: Jeffrey O. Rigney, Director, 387-5967)

BACKGROUND INFORMATION

On January 12, 2010 (Item No. 66), the Board of Supervisors approved Contract No. 10-22 between the County's Department of Public Works and County Service Area 18, County Service Area 68, County Service Area 69 and County Service Area 70. The collective County Service Areas and Department of Public Works seek Board approval to amend the contract. This amendment will increase the number of roadways by 68 and increase the mileage by 18.89 to which the various County Service Areas will provide snow removal services in the communities of Moonridge, Erwin Lake, Lake Williams, Big Bear, Crestline, Running Springs and Lake Arrowhead. This amendment will also increase the annual not-to-exceed amount by \$132,230 based on approximately \$7,000 per mile. This is a companion item to a County Public Works item on today's agenda.

Under the terms of the proposed Amendment No. 1, the District will perform required and emergency snow removal operations on an additional 18.89 miles of County maintained roads as outlined in the Agreement. The subject roads are shown in red in Attachment "E-1" to Amendment No. 1 and include in whole, or in part: Alameda Rd., Alameda Ct., Alpine Wy., Alta Vista Ave., Angels Camp Rd., Butte Ave., Canyon Crest Dr., Cascade Rd., Columbine Dr., Colusa Dr., Coyote Ct., Fenway Dr., Flintridge Ave., Green Oak Ct., Jasper Dr., Klamath Ct.,

Note: See related Board of Supervisors Item #45 of 12/14/10.

Page 1 of 2

cc: PW/Transportation-Fogerson & Bowman
Contractor c/o Transportation Auditor-Accounts Payable Manager
EBIX-BPO c/o Risk Management
County Counsel-Runyan & Messer
Risk Management-Eisel
CAO-Valdez & Brown
Special Districts-Rigney
File - w/agreement
ml 12/27/10
ITEM 22

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board Governed County Service Areas

MOTION	AYE	SECOND	AYE	AYE	MOVE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: December 14, 2010

**BOARD OF SUPERVISORS
CONTRACT AMENDMENT FOR SNOW REMOVAL SERVICES
DECEMBER 14, 2010
PAGE 2 OF 2**

Klamath Rd., La Crescenta Dr., Lucerne Dr., Luna Rd., Menlo Dr., Minton Dr., Mira Ln., Plumas Ct., Sahuaro Wy., Sheephorn Rd., Silverado Rd., Sun Crest Ct., Sunnyslope Rd., Travertine Rd., Tuolumne Rd., Villa Grove Ave., Vine Ave., Wolf Rd., Yosemite Dr. in the Moonridge area, Ash Ln., Chaparral Ct., Erwin Ranch Rd., Hatchery Dr., Hemlock Ln., Mahogany Ln., Manzanita Ln., Pinon Ln., Rafferty Ct., State Ct., State Ln., Willow Ln. in the Erwin Lake area, Angelus Ave., Angelus Ct., Crestwood Dr., Forest Hill Dr., Lake Williams Dr., Lakewood Dr., Montevista Dr., Onyz Wy., Pinewood Dr., Sky View Ct., Sky View Dr., Sun View Dr., Valley View Dr., and Woodberry Dr. in the Lake William area; Running Springs School Road in the Running Springs area; and Cedarbrook Dr., Lachen Rd., Como Ln. and Tailsman Ln. in the Lake Arrowhead area.

All other terms listed in the approved contract shall remain in effect. This amendment has a retroactive date of November 17, 2010. The Agreement will remain in effect until June 30, 2012, but may be terminated by either party with at least thirty (30) days written notice.

In order to facilitate more cost efficient snow removal operations in the communities of Moonridge, Erwin Lake, Lake Williams, Lake Arrowhead and Running Springs, the County's Department of Public Works and the collective County Service Areas desire the County Service Areas perform snow removal services on those roads listed in Attachment "B-1" and shown in red on Attachment "E-1" of Amendment No. 1 to Contract No. 10-22.

The collective County Service Areas currently provide snow removal operations on roadways within County Service Areas and on Department maintained roads per the current agreement. The roads identified in this amendment are in addition to the roads identified in Attachment "B" of the original Agreement and are roads that generally connect County Service Area roads to State highways or Department maintained primary snow routes. Having these roads plowed by the County Service Areas' contractor(s) is cost effective because their contractor(s) is/are already mobilized within the immediate area. The addition of these roadways will have no major impact on the collective County Service Areas' ability to provide satisfactory snow removal services on their current maintained roads. This agreement will also help to minimize complaints because the connecting roads will be plowed at the same time as the County Service Areas maintained roads. The reduction in overall road miles will also improve the Department's ability to provide satisfactory snow removal services to the constituents in other areas. The mountain community as a whole will benefit from this agreement in the form of improved snow removal services.

FINANCIAL IMPACT

All payments for work are contingent upon the County Department of Public Work's approval and verification of completed work and acceptance of submitted invoices. The Department shall compensate the County Service Areas no more than \$212,230 (which represents approximately \$7,000 per mile for the 30.31 miles of Department roads) per fiscal year, including Department overhead. This amount will fully compensate the County Service Areas for all snow removal services provided to the Department under the existing Contract No. 10-22 and this Amendment to said existing contract. The contract will provide affected communities more cost efficient snow removal services.

REVIEW BY OTHERS

This item was reviewed by County Counsel (Dawn M. Messer, Deputy County Counsel, 387-4322) on December 2, 2010; and the County Administrative Office (Jessica Brown, Administrative Analyst, 387-5510) on December 3, 2010.



County of San Bernardino

F A S

STANDARD CONTRACT

FIRST AMENDMENT

FOR COUNTY USE ONLY

<input type="checkbox"/>	New	Vendor Code			SC	Dept.	A	Contract Number		
<input checked="" type="checkbox"/>	Change				TRA	TRA		10-22-1		
<input type="checkbox"/>	Cancel									
County Department					Dept.	Orgn.	Contractor's License No.			
Department of Public Works					TRA	TRA				
County Department Contract Representative					Telephone		Total Contract Amount			
ERWIN FOGERSON					909-387-8040		Not To Exceed \$212,230/yr			
Contract Type										
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: MOU										
If not encumbered or revenue contract type, provide reason:										
Commodity Code			Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
					06-30-12		\$80,000		\$132,230	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount			
SAA	TRA	TRA	200	2445			\$212,230			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount			
Project Name					Estimated Payment Total by Fiscal Year					
SNOW REMOVAL					FY	Amount	I/D	FY	Amount	I/D
					10/11	\$132,230				
Contract Type - Special					11/12	\$132,230				
(Risk Management Approved)										

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name

COUNTY SERVICE AREA 18

hereinafter called Collectively referred to as DISTRICT

Address

157 W. FIFTH STREET, SECOND FLOOR

SAN BERNARDINO CA 92415-0450

Telephone

Federal ID No. or Social Security No.

(909) 387-5940

Name

COUNTY SERVICE AREA 68

hereinafter called Collectively referred to as DISTRICT

Address

157 W. FIFTH STREET, SECOND FLOOR

SAN BERNARDINO CA 92415-0450

Telephone

Federal ID No. or Social Security No.

(909) 387-5940

Name

COUNTY SERVICE AREA 69

hereinafter called Collectively referred to as DISTRICT

Address

157 W. FIFTH STREET, SECOND FLOOR

SAN BERNARDINO CA 92415-0450

Telephone

Federal ID No. or Social Security No.

(909) 387-5940

Name

COUNTY SERVICE AREA 70

hereinafter called Collectively referred to as DISTRICT

Address

157 W. FIFTH STREET, SECOND FLOOR

SAN BERNARDINO CA 92415-0450

Telephone

Federal ID No. or Social Security No.

(909) 387-5940

AMENDMENT NO. 1

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the COUNTY and DISTRICT have previously entered into an agreement, Contract No. 10-22 ("the Agreement"), wherein DISTRICT agreed to provide snow removal services from January 12, 2010 to June 30, 2012 for COUNTY roads that are within its County Maintained Road System (CMRS); and,

WHEREAS, the COUNTY and DISTRICT now desire to amend the Agreement to include additional roads (18.89 miles) within County Service Area 18, County Service Area 68, County Service Area 69 and County Service Area 70, and increase the not to exceed amount by \$132,230 for each fiscal year; and,

WHEREAS, DISTRICT agrees to be the responsible party for the removal of snow from the additional COUNTY roads listed in Attachment B-1 and shown in red in Attachment E-1, and COUNTY agrees to reimburse DISTRICT for said services, pursuant to the terms and conditions of the Agreement (except as amended herein); and,

WHEREAS, the COUNTY roads listed Attachment B-1 and shown in red in Attachment E-1 are located in the communities of Moonridge, Erwin Lake, Lake Williams, Running Springs and Lake Arrowhead; and,

WHEREAS, COUNTY road names and limits will be those listed in Attachment B-1 and shown in red in Attachment E-1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions described herein, the parties hereto agree th Contract No. 10-22, is amended as follows:

1. ADD Attachment B-1 (attached and incorporated herein by this reference) to Attachment B, such that all references in the Agreement and in the attachments to Attachment B includes both Attachment B and Attachment B-1.
2. ADD Attachment C-1 (attached and incorporated herein by this reference) to Attachment C, such that all references in the Agreement and in the attachments to Attachment C includes both Attachment C and Attachment C-1.
3. ADD Attachment E-1 (attached and incorporated herein by this reference) to Attachment E, such that all references in the Agreement and in the attachments to Attachment E includes both Attachment E and Attachment E-1.
4. ADD the phrase "Moonridge, Erwin Lake, Lake Williams" before the phrase "Big Bear, Crestline, Lake Arrowhead and Running Springs" used throughout the Agreement and in the attachments.
5. DELETE Section 1.3 and REPLACE it with a revised Section 1.3, which shall read as follows:

"1.3 As provided in Section 3.18 of the Specifications, DISTRICT agrees that the total payment by COUNTY to DISTRICT for any given fiscal year shall not exceed \$212,230 without prior written approval by COUNTY and DISTRICT pursuant to an amendment to this agreement. The not-to-exceed amount of \$212,230 per fiscal year represents approximately \$7,001.97 per mile of roadway for the 30.31 miles listed in Attachment B."
6. DELETE Section 2.2 and REPLACE it with a revised Section 2.2, which shall read as follows:

"2.2 As provided in Section 3.18 of the Specifications, upon receipt and approval of invoice from DISTRICT, reimburse DISTRICT after each storm event for the costs of the snow removal that is associated with those roadways listed in Attachment B and shown in red in Attachment E at the rates identified in Attachment D, in an amount not-to-exceed \$212,230 per fiscal year. The not-to-exceed amount of \$212,230 per fiscal year represents approximately \$7,001.97 per mile of roadway for the 30.31 miles listed in Attachment B."
7. DELETE Section 3.18 found in Attachment A and REPLACE it with a revised Section 3.18, which shall read as follows:

"3.18 COMPENSATION – In consideration of the services performed by DISTRICT, the Department shall pay DISTRICT for the hours of actual snow removal work performed under this agreement at the hourly rates (plus overhead) described in the attached fee schedule ("Attachment D"). All payments for work are contingent upon the Department's approval and verification of completed work and acceptance of submitted invoices. COUNTY shall not be responsible to DISTRICT for DISTRICT costs incurred in preparing for actual snow removal work (examples of preparation work include transportation to snow removal site and the chaining-up and/or setting up of snow removal equipment).

 - a. Total payment by COUNTY to DISTRICT for any given fiscal year shall not exceed \$212,230 without prior written approval by COUNTY and DISTRICT pursuant to an amendment to this agreement. The not-to-exceed amount of \$212,230 per fiscal year represents approximately \$7,001.97 per mile for the 30.31 miles listed in Attachment B.
 - b. Increases or decreases in the scope of work, changes in service levels or details, or new task requirements shall be approved by both parties as amendments in advance of such work."

All other provisions and terms of the Agreement, Contract No. 10-22, shall remain the same and are hereby incorporated by reference.

This Amendment No. 1 shall take effect on the date it is approved by all parties and shall have a retroactive effective date of November 17, 2010.

END OF AMENDMENT NO. 1

This Agreement may be signed in counterparts, each of which shall constitute an original.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

Gary C. Ovitt, Chairman, Board of Supervisors

COUNTY SERVICE AREA 68

Gary C. Ovitt, Chairman, Board of Supervisors

Dated: DEC 14 2010

Dated: DEC 14 2010

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

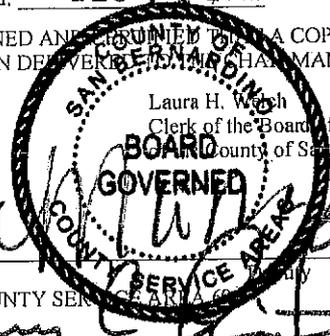
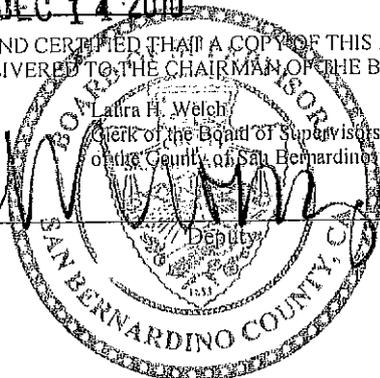
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Laura H. Welch
Clerk of the Board of Supervisors
County of San Bernardino

By:

By:



COUNTY SERVICE AREA 68

Gary C. Ovitt, Chairman, Board of Supervisors

Dated: DEC 14 2010

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

Laura H. Welch
Clerk of the Board of Supervisors
County of San Bernardino

By:

COUNTY SERVICE AREA 68

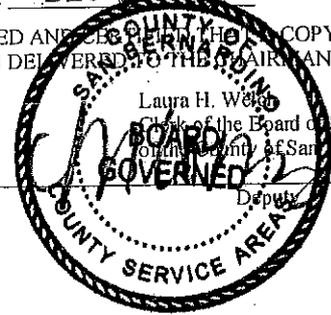
Gary C. Ovitt, Chairman, Board of Supervisors

Dated: DEC 14 2010

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Laura H. Welch
Clerk of the Board of Supervisors
County of San Bernardino

By:



Gary C. Ovitt, Chairman, Board of Supervisors

COUNTY SERVICE AREA 68

Gary C. Ovitt, Chairman, Board of Supervisors

Dated: DEC 14 2010

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

Laura H. Welch
Clerk of the Board of Supervisors
Of the County of San Bernardino

By:

Deputy



Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

County Counsel

Date

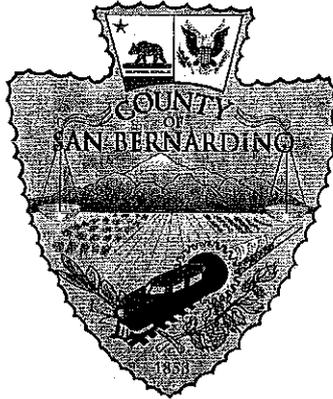
Department Head

Date 12-6-10

Date 12/6/10

Date 12/6/10

CSA 18, 68, 69, 70



Amendment 1 Attachment "B-1"

LIST OF ROADS

MOONRIDGE AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width(ft)</u>
Alameda Rd	Wolf Rd	N of Klamath Rd	0.32	29
Alameda Ct	Alameda Rd	End	0.04	26
Alpine Wy	Villa Grove Av	N 0.08mi	0.08	12
Alta Vista Av	Lucerne Dr	E of Jasper Dr	0.16	19
Angels Camp Rd	Yosemite Dr	N of Klamath Rd	0.66	26
Butte Av	Villa Grove Av	Sheephorn Rd	0.65	20
Canyon Crest Dr	Wolf Rd	SE Yosemite Dr	0.09	26
Cascade Rd	Angels Camp Rd	N Tuolumne Rd	0.28	26
Columbine Dr	Yosemite Dr	N Tuolumne Rd	0.32	29
Colusa Dr	Wolf Rd	End	0.02	27
Coyote Ct	Wolf Rd	End	0.04	30
Fenway Dr	End	E to Villa Grove Av	0.03	24
Flintridge Av	Wolf Rd	End	0.17	22
Green Oak Ct	Klamath Rd	End	0.03	26
Jasper Dr	Villa Grove Av	End	0.08	20
Klamath Ct	Klamath Rd	S 0.05mi	0.05	29
Klamath Rd	Flintridge Av	Angels Camp Rd	0.89	29
La Crescenta Dr	Wolf Rd	N Sunnyslope Rd	0.57	26
Lucerne Dr	Villa Grove Av	Vine	0.09	15
Luna Rd	Sheephorn Rd	Villa Grove Av	0.05	20
Menlo Dr	Sheephorn Rd	Butte Av	0.09	19
Minton Dr	Villa Grove Av	Villa Grove Av	0.58	20
Mira Ln	Butte Av	Villa Grove Av	0.02	20
Plumas Ct	Villa Grove Av	End	0.09	22
Sahuaro Wy	Villa Grove Av	Vine	0.09	28
Sheephorn Rd	Luna Rd	Menlo Dr	0.39	21
Silverado Rd	Minton Dr	End	0.08	22
Sun Crest Ct	Villa Grove Av	End	0.03	26
Sunnyslope Rd	Villa Grove Av	La Crescenta Dr	0.05	26
Travertine Rd	Villa Grove Av	E 0.07mi	0.07	23
Trinity Ct	Wolf Rd	End	0.04	22
Tuolumne Rd	Alameda Rd	Klamath Rd	0.70	26
Villa Grove Av	Lucerne Dr	Sunnyslope Rd	2.64	19
Vine Av	Lucerne Dr	Sahuaro Wy	0.12	16
Wolf Rd	Villa Grove Av	Canyon Crest Dr	0.32	20
Yosemite Dr	Canyon Crest Dr	E 0.15mi	0.15	19

SUBTOTAL MILES: 10.08 miles

ERWIN LAKE AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width (ft)</u>
Ash Ln	Manzanita Ln	State Ln	0.25	26
Chaparral Ct	Willow Ln	E 0.06mi	0.06	26
Erwin Ranch Rd	Hwy38	E 1.05mi	1.05	17
Hatchery Drive	State Ln.	Hwy 39	0.93	17
Hemlock Ln	Manzanita Ln	Mahogany Ln	0.17	26
Mahogany Ln	Willow Ln	Ash Ln	0.25	26
Manzanita Ln	Willow Ln	E of Ash Ln	0.20	26
Pine Ln	Manzanita Ln	Mahogany Ln	0.16	26
Pinon Ln	Manzanita Ln	Mahogany Ln	0.17	26
Rafferty Ct	State Ln	End	0.04	26
State Ct	State Ln	End	0.06	20
State Ln	Hwy 38	End	1.11	20
Willow Ln	Fern Ln	State Ln	0.37	26

SUBTOTAL MILES: 4.82 miles

LAKE WILLIAMS AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width(ft)</u>
Angelus Ave	Skyview Dr	Montevista Dr	0.21	24
Angelus Ct	Angelus Av	End	0.04	24
Crestwood Dr	Sky View Dr	Montevista Dr	0.16	26
Forest Hill Dr	Sky View Dr	Montevista Dr	0.21	26
Lake William Dr	Hwy 38	Lakewood Dr	0.05	26
Lakewood Dr	Lake William Dr	Sky View	0.18	26
Montevista Dr	Sky View Dr	Onyx Wy	0.41	26
Onyx Wy	Montevista Dr	End	0.08	24
Pinewood Dr	Sky View Dr	Sky View Dr	0.08	31
Sky View Ct	Sky View Dr	End	0.04	24
Sky View Dr	Lakewood Dr	Valley View Dr	0.70	26
Sun View Dr	Sky View Dr	End	0.06	31
Valley View Dr	Sky View Dr	Montevista Dr	0.23	26
Woodberry Dr	Sky View Dr	NE 0.03mi	0.03	31

SUBTOTAL MILES: 2.48 miles

RUNNING SPRINGS AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width(ft)</u>
Running Springs School Rd	HWY 18	0.15mi S. Cactus Ct	0.79	26

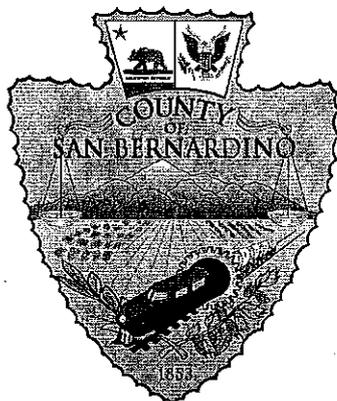
SUBTOTAL MILES: 0.79 miles

LAKE ARROWHEAD AREA

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>	<u>Width(ft)</u>
Cedarbrook Dr.	Clubhouse	NE to End	0.36	18
Lachen Road	Como Lane	Shore	0.10	28
Como Lane	Lachen Rd	End	0.10	28
Tailsman Lane	Como Lane	End	0.16	27

SUBTOTAL MILES: 0.72 miles

TOTAL MILES: 18.89 miles



**Amendment 1
Attachment "C-1"**

SNOW ROUTE CHECK LIST

Snow Route Check List

Date: _____

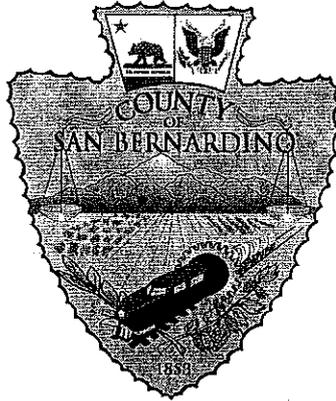
Area: **MOONRIDGE AREA**

Time In: _____ Time Out: _____

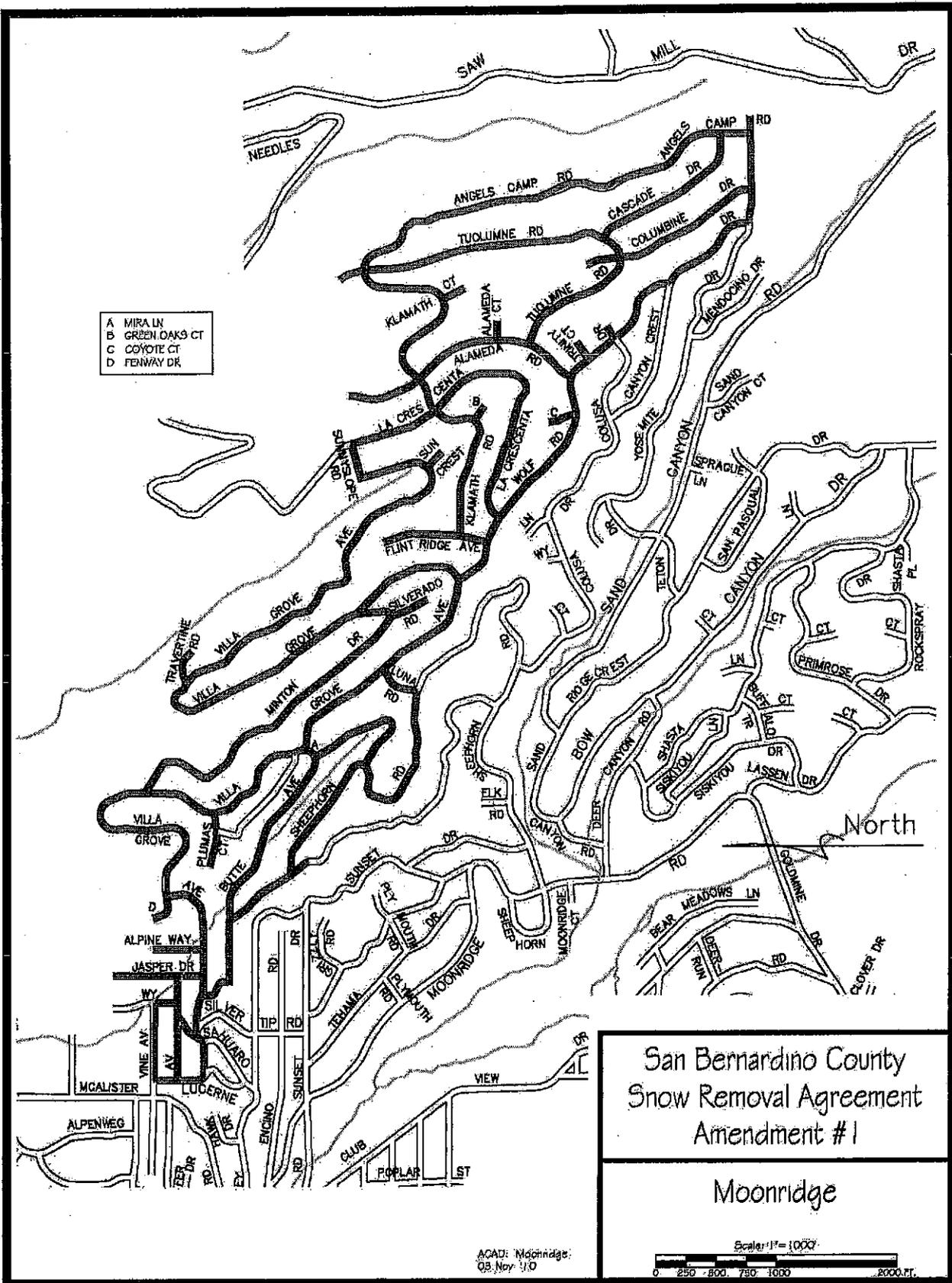
Operator: _____

Equipment: _____

Road Name:	Completed (Please Check)	Remarks:
Alameda Rd		
Alameda Ct		
Alpine Wy		
Alta Vista Ave		
Angels Camp Rd		
Butte Ave		
Canyon Crest Dr		
Cascade Rd		
Columbine Dr		
Colusa Dr		
Coyote Ct		
Fenway Dr		
Flintridge Av		
Green Oaks Ct		
Jasper Dr		
Klamath Ct		
Klamath Rd		
La Crescenta Dr		
Lucerne Dr		
Luna Rd		
Menlo Drive		
Minton Dr		
Mira Lane		



Amendment 1
Attachment "E-1"
ROUTE MAPS

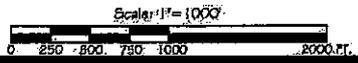


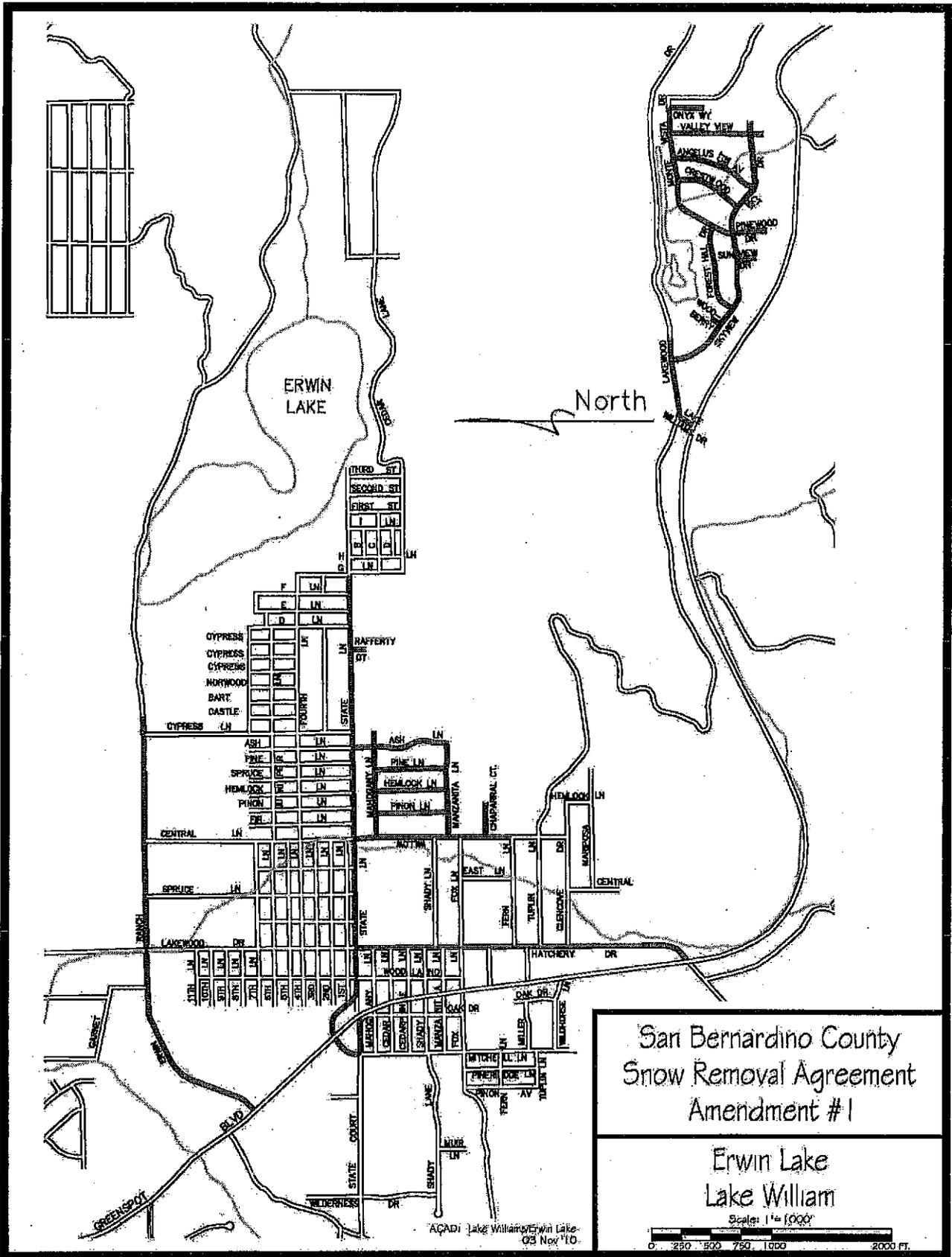
- A MIRA LN
- B GREEN OAKS CT
- C COYOTE CT
- D FENWAY DR

San Bernardino County
 Snow Removal Agreement
 Amendment #1

Moonridge

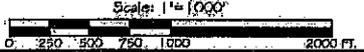
ACAD: Moonridge
 03 Nov 11/0



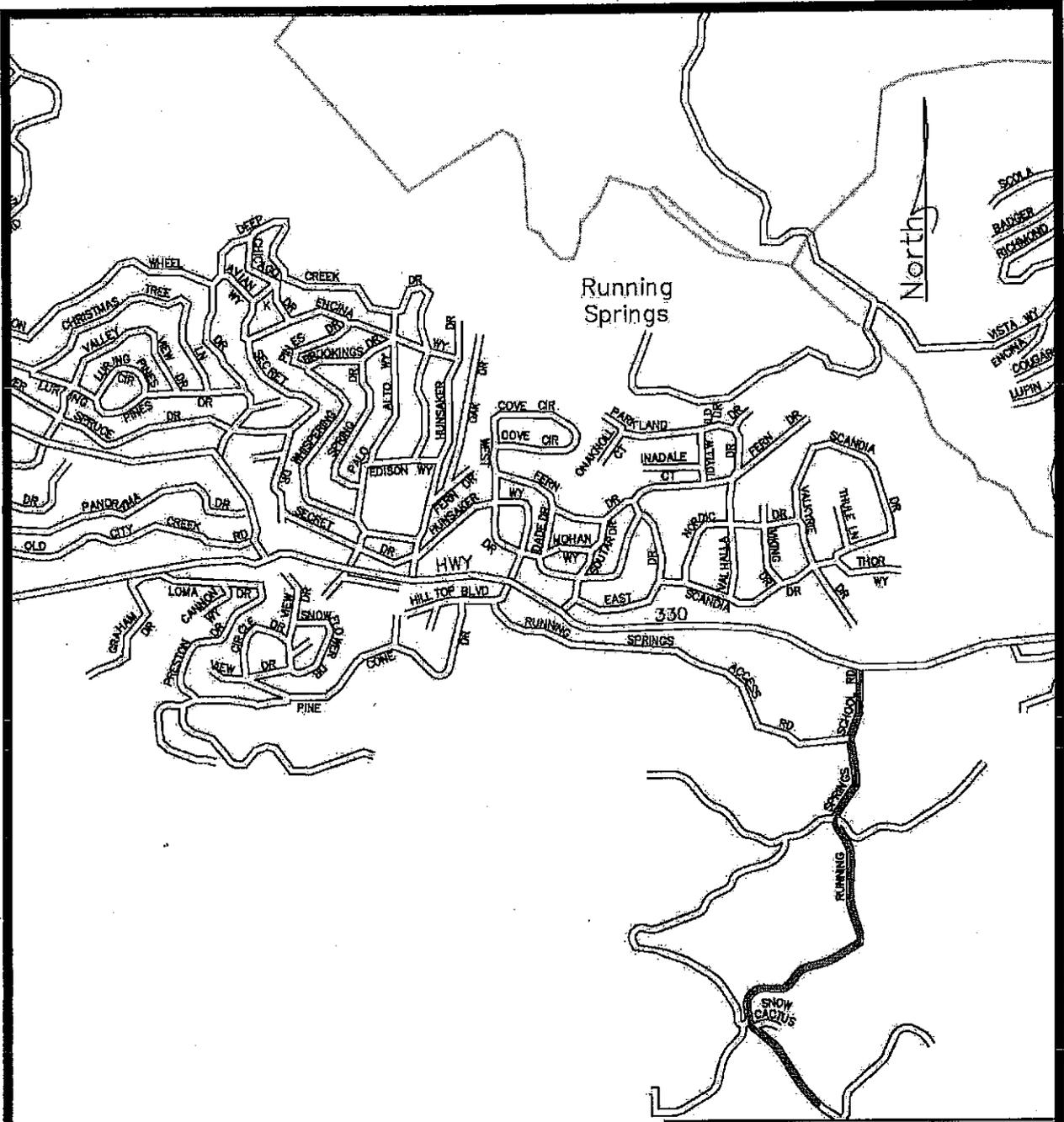


San Bernardino County
 Snow Removal Agreement
 Amendment #1

Erwin Lake
 Lake William



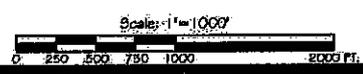
ACADI Lake William/Erwin Lake
 03 Nov '10.

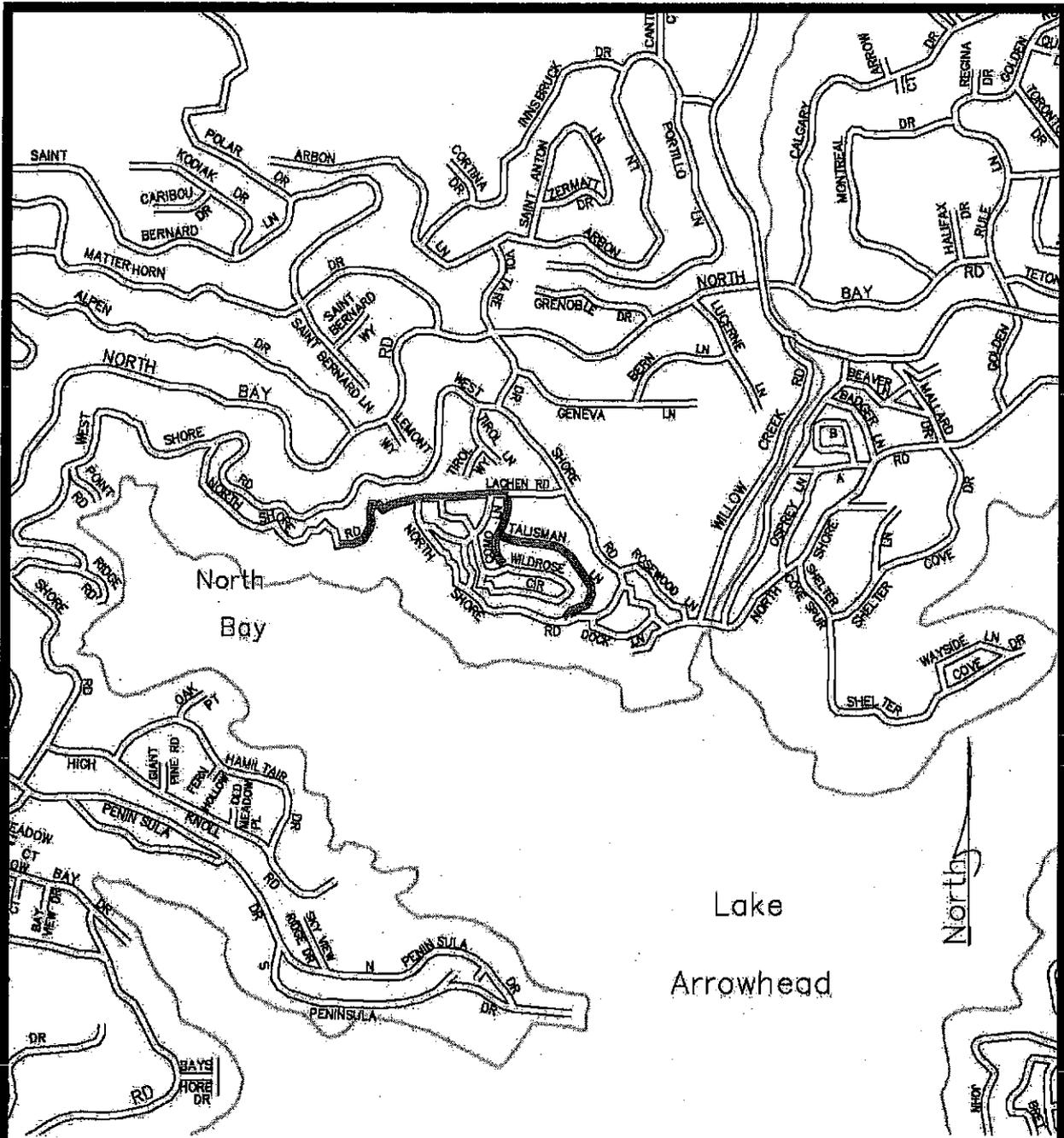


San. Bernardino County
 Snow Removal Agreement
 Amendment #1

Running Springs

ACAD: Running Springs
 4 Nov 10

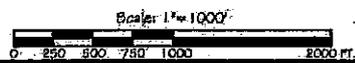


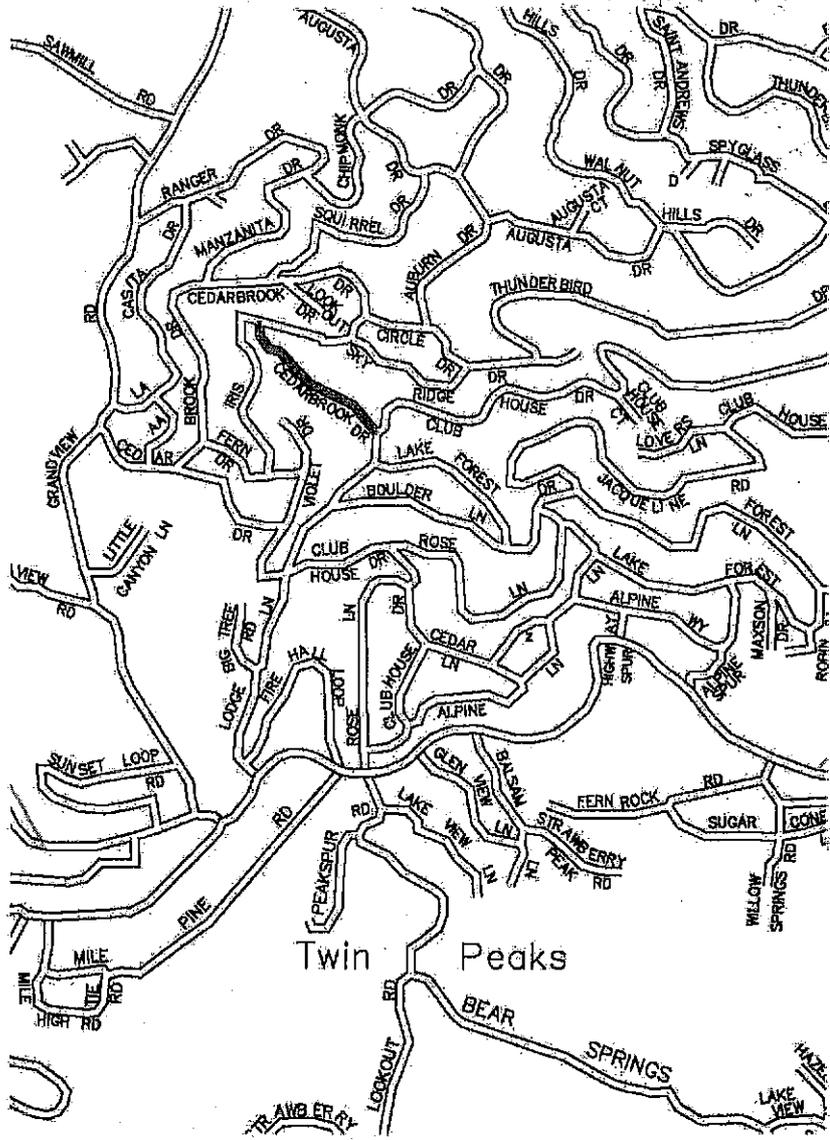


San Bernardino County
 Snow Removal Agreement
 Amendment # 1

Lake Arrowhead

ACADI, Lake Arrowhead
 4 Nov 110.

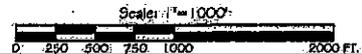




San Bernardino County
 Snow Removal Agreement
 Amendment #1

Lake Arrowhead

ACAD: Lake Arrowhead
 4 Nov 10



Rollings-McDonald, Kathleen

From: Rollings-McDonald, Kathleen
Sent: Wednesday, January 12, 2011 1:16 PM
To: Rigney, Jeff; Vandervoort, Pam; Oravets, Jim
Cc: Martinez, Samuel; Tuerpe, Michael; Richardson, John; Prusch, David; Rangel, Charles; Clark Alsop
Subject: RE: LAFCo Hearing -- Roads/Snow Removal for the Mountain Region
Importance: High

Happy New Year Jeff, Pam and Jim:

Since the Road item was continued to the March 16, 2011 hearing I wanted to outline the timeline for our consideration and presentation to the Commission:

1. We will need Special Districts' response to the options presented in our report and any alternatives proposed by February 16;
2. LAFCO staff will review the materials, determine whether additional environmental review would be necessary for additional legal notice on February 23 – legal ad submission on February 18 ;
3. LAFCO staff will set up a meeting with LAFCO legal counsel and you and special district counsel (assignment is still Dawn Messer?) to review the issues of liability for roads through removal of power or dissolution of agency the week of February 22nd, and
4. have the report ready for publication by March 4.

Please provide the times you would be available the week of February 22nd so that we can put together the meeting with legal counsels. If you have any questions, let me know.

Kathy

KATHLEEN ROLLINGS-McDONALD
LAFCO Executive Officer
(909) 383-9900
(909) 383-9901 (fax)

From: Rigney, Jeff
Sent: Wednesday, December 08, 2010 5:12 PM
To: Rollings-McDonald, Kathleen; Martinez, Samuel; Tuerpe, Michael
Cc: Vandervoort, Pam; Oravets, Jim
Subject: LAFCo Hearing

Kathy,

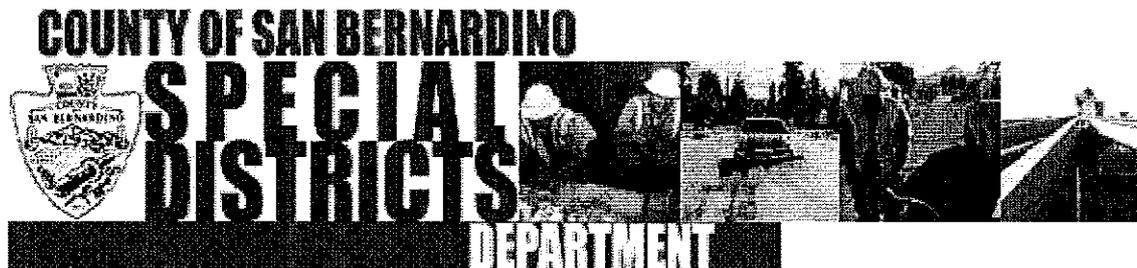
I thought you and your staff did a very good job presenting the reports today, thank you. Pam Vandervoort will be our lead person looking at the various options you presented and any others. We will try and meet internally on it once before the holidays and then we can get together after.

Thanks again,

Jeff

Jeff Rigney

Director
Special Districts Department
San Bernardino County



Special Districts > Operations Division > Roads

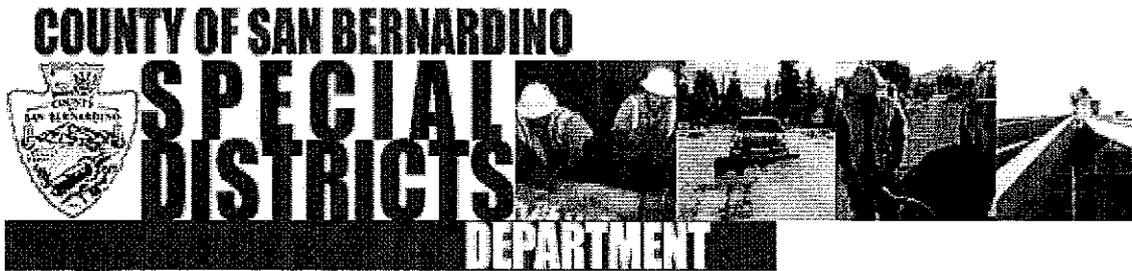
- Road Maintenance List
- Road Maintenance Guides
- Road Services
- Development Services
- Permits
- 2008 Snow Route Checklist
- 2010 Big Bear Lake Snow Removal Schedule
- 2010 Crestline Road District Snow Removal Schedule
- 2010 Lake Arrowhead Snow Removal Schedule
- 2010 Running Springs Snow Removal Schedule
- General Permit Conditions and Trench Specifications
- Slurry Seal Schedule July 2010 - Sugarloaf Road Closure Days



The Department of Public Works for the County of San Bernardino is responsible for maintaining over 3,000 miles of road within the County maintenance system. However, there are thousands of miles of road that are not the responsibility of the County Transportation Department. Who maintains these roads? In many instances there is no governmental agency that provides maintenance, so the property owners are responsible for the maintenance of these roads sometimes through homeowner associations or many times by simply "passing the hat" among all of the neighbors. However, there is a program that brings together government and property owners to provide a custom road maintenance program designed to provide only the level of service that is desired by the property owners. This is accomplished through the formation of a road maintenance district.

A road maintenance district is a Board of Supervisors-governed entity that provides specific services to the roads within a specified boundary established by the property owners. The level of service is determined by the needs and desires of the property owners and what they are willing to pay on an annual basis. Unlike roads that are within the County Transportation Department's maintenance system, road maintenance districts do not receive any funds from gas tax revenue. All funding is generated from the property owners receiving benefit within the district. In order to form a Road Improvement District please see the section on **road improvement district formations**.

Services that a district receives may include periodic road grading, snow plowing and road paving and on-going maintenance. The cost for providing services is placed on the property owners annual tax bill. In addition to the actual costs for services, Special Districts charges annual administration fees.



Special Districts > Operations Division > Roads > Development Services

Road Maintenance Improvement Zone Formation Procedures

A road improvement zone is formed when a group of residents choose an area of the County to have improved or maintained roads. They must submit a request for an improvement zone to the Special Districts Department indicating 1) the type of services desired (grading, paving, snowplowing etc.); 2) the roads to be maintained; 3) a list of the property owners in the proposed area (if the information is available); and 4) a map of the proposed area. The Special Districts Department will provide the group with a cost estimate for the proposed project, the maximum cost per Assessor's Parcel Number and the funds required to conduct a feasibility study which must be paid in advance by the group. Additionally, a mailed ballot proceeding must be successful in order to place the charge on the property tax bill. A successful mailed ballot would consist of either 2/3 of the registered voters or a majority (50%+) of property owners returning yes ballots in favor of the proposed per parcel charge. Each step of the formation process is outlined below.

1) Proponents provide to the Special Districts Department:

- Petition from property owners requesting assistance from Special Districts
- Map of proposed boundaries
- Description of services or improvements desired
- Roads to be maintained, including length and width of road

2) Special Districts Department will then:

- Determine cost of services/improvements and request payment by property owners to process the formation. These costs include survey costs and project management costs.
- Determine the annual cost to all property owners after district formation
- Conduct property owner survey to determine if property owners wish to form a road maintenance improvement zone and if they will support a service charge or special tax
- Meet with property owners during survey period (if needed)

3a) If survey results are negative

- Inform proponents
- Take no further action

3b) If survey results are positive

- Inform proponents

- Determine if a mailed ballot proceeding will have a strong chance of passing
- Conduct a public hearing to form improvement zone and call for a mailed ballot proceeding for a service charge or special tax
- Conduct proceeding

4a) If mailed ballot proceeding fails

- Inform proponents
- Take no further action

4b) If mailed ballot proceeding passes

- Inform proponents
- At a public hearing, the Board of Supervisors recommends forming a district and imposing a special tax or service charge
- File all necessary papers and maps with County and State offices
- Auditor/Controller places the charge on the following year's tax roll

The total time necessary to form an improvement zone is 5 months to 1 year depending on the complexity of the proposal and time of year the improvement zone is formed. The funds cannot be placed on the property tax bill unless the district is formed prior to the beginning of August each year.

The work within the newly formed road maintenance improvement zone will begin when property service charge/tax revenue is received – generally in December of each year.

Cost

Special Districts Deposit to be paid by the property owners*	\$1,000 in advance to conduct feasibility study and prepare cost estimates; \$250 additional if registered voter list required
Survey/mailling cost	\$1 per parcel
Mailed Ballot Proceeding cost	varies
Environmental fee	\$25 (more if road is not existing)
Maps & legal descriptions	Estimate is \$2,700 (a cost estimate may be obtained).
State Board of Equalization	varies based on acreage (minimum \$500- paid only if district is formed)

The deposit is required in order to proceed with the formation of the district. This deposit must cover the cost of conducting the survey and project management time to determine the cost and scope of project. If the survey indicates strong support for the project, the mailed ballot cost, environmental fee, maps & legal description as well as the State Board of Equalization fee may

be repaid at the time the district is formed.

Please contact Pamela Vandervoort, Special Districts Department at (909) 387-6067 or email her if you have any questions or require additional information.

Sample Petition

Road Permits for District Roads

Permits are required on all district roads in the following circumstances:

A new service for a utility is being connected ([click here for form](#)) *

A mainline for a utility is being extended ([click here for form](#)) *

An encroachment is being made onto a district road ([click here for form](#)). *

-The San Bernardino County General Permit and Trench Specifications must be followed whenever engaging in any of these activities. To view the trenching specifications, please [click here](#).

-There are application and inspection fees each time a permit is requested. To view the permit fees, please [click here](#).

To apply for a permit or if you have any questions, the permit coordinator for Special Districts is Pamela Vandervoort, Staff Analyst II. She can be reached at (909) 387-6067 or through email.

If you are a utility company you may qualify for an annual permit for new service connections. For further information, please contact Pamela Vandervoort at (909) 387-6067 or through email.

For additional requirements for franchise information, please contact through email.

*Requires Adobe Acrobat Reader

Rollings-McDonald, Kathleen

From: Rollings-McDonald, Kathleen
Sent: Tuesday, February 01, 2011 12:48 PM
To: Cho, Joon - ATC; White Eagle, Conchita - ATC; Rigney, Jeff
Cc: Booker, Randy; Vandervoort, Pam; Messer, Dawn; Martinez, Samuel; Tuerpe, Michael
Subject: RE: Appropriation Limits

Well, it didn't take long to find another entity subject to special tax without an appropriation limit. CSA 70 R-46 (South Fairway Drive) was formed on August 10, 2010 with a special tax but no provision for appropriation limit. This entity was discussed in the original regional road report and this correction will be included in the final report anticipated for presentation with the Big Bear Valley service review.

Kathy

KATHLEEN ROLLINGS-McDONALD
LAFCO Executive Officer
(909) 383-9900
(909) 383-9901 (fax)

From: Rollings-McDonald, Kathleen
Sent: Tuesday, February 01, 2011 11:56 AM
To: Cho, Joon - ATC; White Eagle, Conchita - ATC; Rigney, Jeff
Cc: Booker, Randy; Vandervoort, Pam; Messer, Dawn; Martinez, Samuel; Tuerpe, Michael
Subject: Appropriation Limits

Good Morning,

In conducting our hilltop review for the Mountain Region Road report, we have discovered some agencies which have special taxes when we had previously understood them to have service charges not subject to a Gann Limit. The agencies for the hilltop region are:

1. CSA 70 Zone R-16 which had a change to special tax approved on August 14, 2001 – therefore requires an appropriation limit
2. CSA 70 Zone R-11 which had a change to special tax approved on August 7, 2007 – therefore requires an appropriation limit.

We have completed the reviews for the Crest Forest area of this regional road report. However, we did not identify the issue for CSA 70 Zone R-23 which has a special tax approved by action taken on January 29, 2002. This should also be corrected by action to set an appropriation limit.

As we continue to review the dependent road districts for the Big Bear Valley area we will notify you of additional updates, if any. Should you have any questions, please do not hesitate to contact me.

Kathy

KATHLEEN ROLLINGS-McDONALD
LAFCO Executive Officer
(909) 383-9900
(909) 383-9901 (fax)

Rollings-McDonald, Kathleen

From: Messer, Dawn
Sent: Friday, August 20, 2010 4:20 PM
To: Rollings-McDonald, Kathleen
Cc: Vandervoort, Pam
Subject: CSA 56

Hi Kathy-

CSA 56 provides road maintenance and snow removal services. A proposed special tax to repave the roads was voted down. Therefore, the district has insufficient revenue to continue providing road maintenance but will continue to provide snow removal services. Under Gov Code section 25213.6, it would seem that the Board can adopt a Resolution of Intention to divest the CSA of its road maintenance powers and hold a public hearing without seeking LAFCO action. Is that your interpretation as well? Thanks.

Dawn

Dawn Messer
Deputy County Counsel
(909) 387-4322
(909) 387-4068 (FAX)

CONFIDENTIALITY NOTICE: This communication contains legally privileged and confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

Rollings-McDonald, Kathleen

From: Rollings-McDonald, Kathleen
Sent: Tuesday, February 01, 2011 12:48 PM
To: Cho, Joon - ATC; White Eagle, Conchita - ATC; Rigney, Jeff
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Subject: RE: Appropriation Limits

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Sent: Tuesday, February 01, 2011 11:56 AM
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Cc: Booker, Randy; Vandervoort, Pam; Messer, Dawn; Martinez, Samuel; Tuerpe, Michael
Subject: Appropriation Limits

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1. CSA 70 Zone R-16 which had a change to special tax approved on August 14, 2001 – therefore requires an appropriation limit
2. CSA 70 Zone R-11 which had a change to special tax approved on August 7, 2007 – therefore requires an appropriation limit.

We have completed the reviews for the Crest Forest area of this regional road report. However, we did not identify the issue for CSA 70 Zone R-23 which has a special tax approved by action taken on January 29, 2002. This should also be corrected by action to set an appropriation limit.

As we continue to review the dependent road districts for the Big Bear Valley area we will notify you of additional updates, if any. Should you have any questions, please do not hesitate to contact me.

Kathy

KATHLEEN ROLLINGS-McDONALD
LAFCO Executive Officer
(909) 383-9900
(909) 383-9901 (fax)

Rollings-McDonald, Kathleen

From: Rollings-McDonald, Kathleen
Sent: Tuesday, February 01, 2011 11:56 AM
To: Cho, Joon - ATC; White Eagle, Conchita - ATC; Rigney, Jeff
Cc: Booker, Randy; Vandervoort, Pam; Messer, Dawn; Martinez, Samuel; Tuerpe, Michael
Subject: Appropriation Limits

Good Morning,

In conducting our hilltop review for the Mountain Region Road report, we have discovered some agencies which have special taxes when we had previously understood them to have service charges not subject to a Gann Limit. The agencies for the hilltop region are:

1. CSA 70 Zone R-16 which had a change to special tax approved on August 14, 2001 – therefore requires an appropriation limit
2. CSA 70 Zone R-11 which had a change to special tax approved on August 7, 2007 – therefore requires an appropriation limit.

We have completed the reviews for the Crest Forest area of this regional road report . However, we did not identify the issue for CSA 70 Zone R-23 which has a special tax approved by action taken on January 29, 2002. This should also be corrected by action to set an appropriation limit.

As we continue to review the dependent road districts for the Big Bear Valley area we will notify you of additional updates, if any. Should you have any questions, please do not hesitate to contact me.

Kathy

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INTEROFFICE MEMO



DATE: November 22, 2010
FROM: **JEFFREY O. RIGNEY**, Director
Special Districts Department
TO: **KATHLEEN ROLLINGS-McDONALD**, Executive Officer
Local Agency Formation Commission

PHONE: 387-5967

MAIL CODE: 0450

SUBJECT: RESPONSE TO LAFCO STAFF REPORT FOR SERVICE REVIEW AND SPHERE OF INFLUENCE FOR MOUNTAIN AREA – DATED NOVEMBER 3, 2010

The following are comments on the Mountain Region Road and Snow Removal Service Review Report.

In the above-referenced report LAFCO has the following issues:

Lack of Transparency and Tracking

Special Districts' staff disagrees with this finding. The transfer of funds to CSA 70 is for administration charges, charged to all CSAs, zones and districts on a percentage basis. This formula has been audited and approved by the CAO's office and the Board of Supervisors. It is not charged exclusively to the road and snow removal districts.

Numerous Formations

LAFCO staff states that there are a number of scattered agencies with an abundance of them being financially challenged. Special Districts' staff disagrees with this statement. The agencies are funded at the amount approved by the voters and owners within the areas for the type and level of service they want. There have been times when funding is a concern and staff has and will work with those agencies to resolve the problem which could include a tax increase, decrease in level of service, or dissolution of the agency. LAFCO staff also refers to a number of agencies as a "patch work" effect. This is certainly a way to describe them, but this occurs due to the locations of areas throughout the mountain that are in need of road services as they are not contingent to each other.

The Use of Equipment Owned by CSA 70, D-1 for Road Maintenance and Snow Removal

LAFCO staff has expressed concerns with Special Districts using equipment owned by CSA 70, D-1 which does not have road maintenance or snow removal authority. The loader owned by CSA 70, D-1 is used primarily for the upkeep of the desilting basin and clearing of property owned by CSA 70, D-1. It is also used for snow removal for the road across the Dam which must be cleared for access and for the parking lot. When it is not being used for CSA 70, D-1 purposes, and in case of heavy snowfalls, several road districts and one County maintained road will use and reimburse CSA 70, D-1 for use of its equipment. The utilization of resources between districts and other County departments is an accepted practice and reimbursements are always completed in all cases.

No Standards for Road Maintenance and Snow Removal Through the Region

Each of the agencies has their own standards. To some this may seem inefficient, but it does demonstrate how an agency can tailor service for their individual area based on services needed and the ability to pay for those services. Special Districts' staff does not view this as a negative.

There Are No Advisory Boards or Commissions

Advisory boards and commissions are functions of the Board of Supervisors. Currently, when community input is needed, Special Districts' staff will meet a committee of property owners or, if needed, conduct a public meeting.

At the meeting on November 17, 2010, LAFCO indicated the concerns were that CSA 70 had numerous agencies providing snow removal for the mountain area and that each paid administration costs and audit reports. It was recommended that CSA 68 be expanded and have separate zones for each existing agency. LAFCO felt this would save \$48,000 in audit fees. LAFCO used the Fire reorganization as a model for this reorganization. LAFCO also felt this would establish a standard for road maintenance at the current planning level for new development.

The Special Districts Department does not feel that the communities served would benefit from this reorganization. The fire district collects the property taxes into the four regional areas and disseminates them on an as needed basis. CSA 68 and other CSAs and zones receive a portion of ad valorem property tax (which property owners approved prior to Prop. 13) and the property owners would not benefit from sharing these funds with other communities. The Special Districts Department believes this to be contrary to the benefit of individual agencies being able to determine their own level of service and voting on what they are willing to pay.

Further, the Special Districts Department has CSA 70, a Countywide district, which has road services. Even if there was an individual mountain CSA, there would still be individual zones within that CSA. The road districts are formed by request of the individual communities based on the special needs of that community. Some zones or CSAs receive berm removal, while others do not. Some CSAs have an extensive culvert system, requiring additional maintenance and budgeting for culvert replacement. Even if there was one CSA for the mountain area providing road and snow removal service there would still need to be many individual zones with differing levels of service based on the unique needs of that community. CSA 70 currently provides that service.

LAFCO claims there would be significant cost savings by expanding CSA 68 to cover the mountain area. They indicate there could be \$42,000 in audit report savings. We question this, as the road districts in the area being reviewed currently pay a combined audit cost of \$11,396 (see attached). The audit charge for the mountain CSA would still need to be divided over the zones of the CSA so the cost savings for the audit report does not appear to be significant.

The additional expense to the CSAs and zones that the reorganization would require, including the LAFCO costs, annexation costs, registered voter and property owner notification and public hearing time does not seem to warrant the benefits of having a single CSA over the Crest Forest, Lake Arrowhead mountain region, when CSA 70 already provides the service required. Further, a planning requirement for road maintenance for new develop could be implemented under CSA 70, without needing to go to the time and expense of changing a system that is very effective.

LAFCO suggests that the Department of Public Works form a Permanent Road Division (PRD) and maintain the CSA and zone roads as another option. If a PRD was desired, the Special Districts Department has experience and capability to form a Countywide or mountain area PRD. This could be a valid idea due to the PRD's ability to obtain private financing and the cost savings resulting from its exemption from LAFCO and the State Board of Equalization filing fees. However, there would still be upfront cost.

The Special Districts Department would like to request that LAFCO include the removal of road services from CSA 59 and limit their services to snow removal service only.

The Special Districts Department would also like to request, that in lieu of LAFCO's suggested options, that LAFCO recommend that the Special Districts' staff look at the LAFCO options and report back as to their viability or suggest alternative options that could include leaving status quo. Also, Special Districts recommends that the sphere of influence for CSA 68 not be expanded at this time.

Thank you for the opportunity to provide these comments. The Special Districts Department is very appreciative of the study that LAFCO performed and the sharing of their findings and recommendations. We believe that it is the goal of all to operate these agencies in the best way possible while meeting the needs and expectations of the property owners within them.

SPECIAL DISTRICTS DEPARTMENT
Charges for Auditing of FY 2009/10

<u>Road CSA/Zone</u>	<u>To be paid in FY 2010-11</u>
CSA 70 R-23 Mile High Park	504
CSA 70 R-35 Cedar Glen	504
CSA 70 R-40 Upper No. Bay - Lake Arrowhead	1,560
CSA 18 Cedar Pines	1,680
CSA 59 Deer Lodge Park	504
CSA 68 Valley of the Moon	504
CSA 69 Lake Arrowhead	504
CSA 70 R-2 Twin Peaks	504
CSA 70 R-4 Cedar Glen	504
CSA 70 R-7 Lake Arrowhead	504
CSA 70 R-9 Rim Forest	504
CSA 70 R-22 Twin Peaks	504
CSA 70 R-13 Lake Arrowhead North Shore	504
CSA 70 R-16 Running Springs	672
CSA 70 R-44 Saw Pit Canyon	1,940
Total	11,396