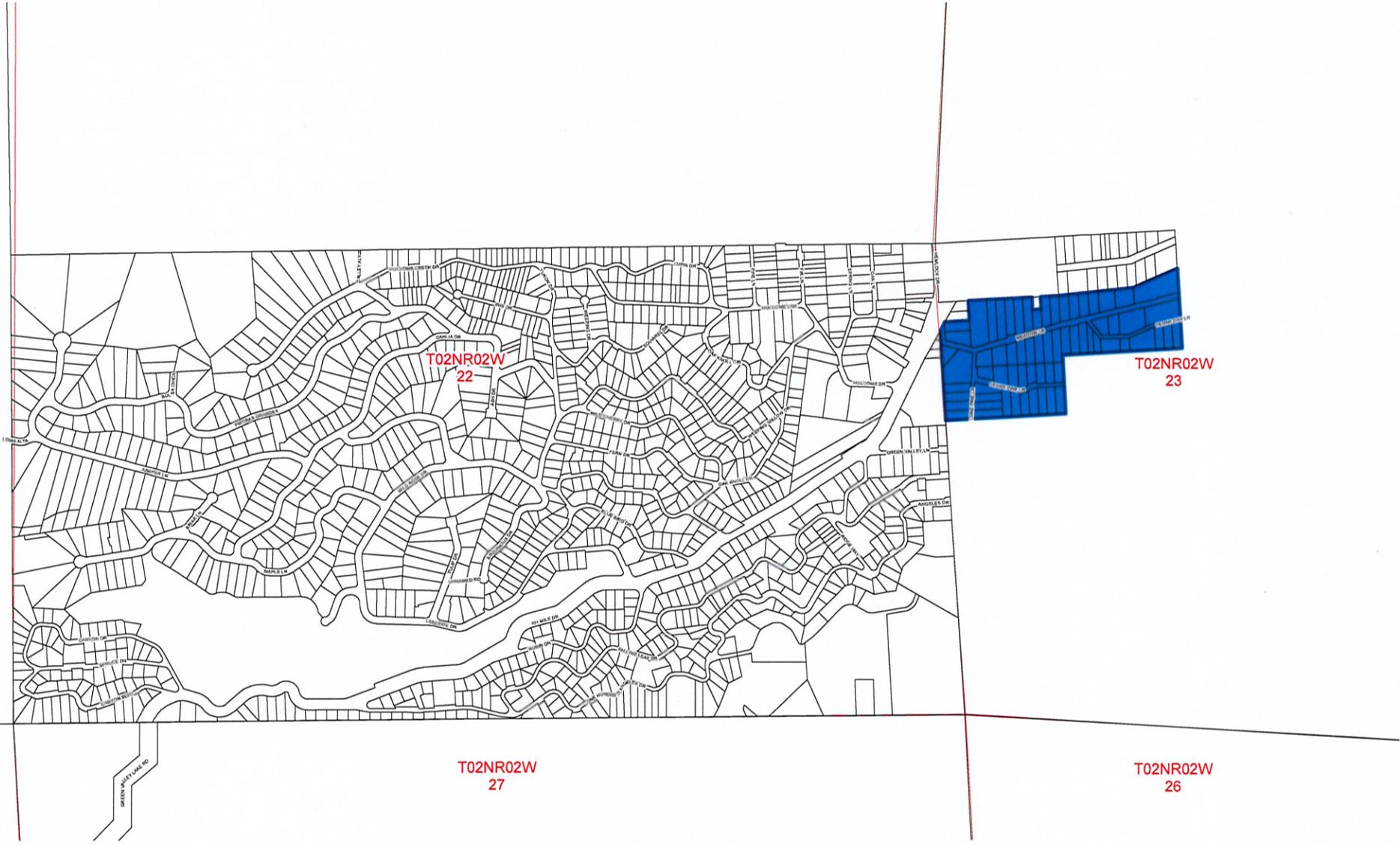


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Date Created: Apr 23, 2008  
(Map Printed Date)

### COUNTY SERVICE AREA 79 R-1

 CSA 70 R-1 Boundary

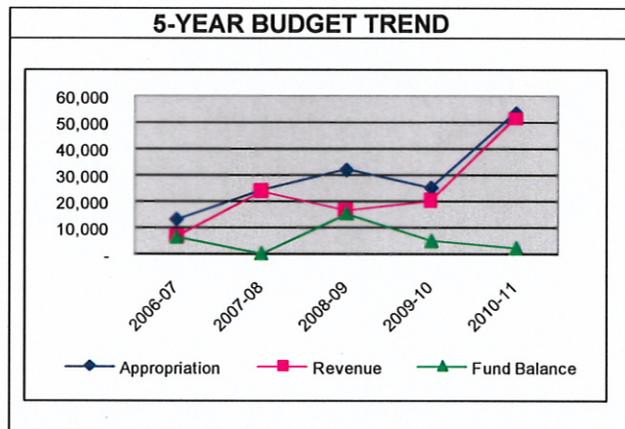


## CSA 79 R-1 Green Valley Lake

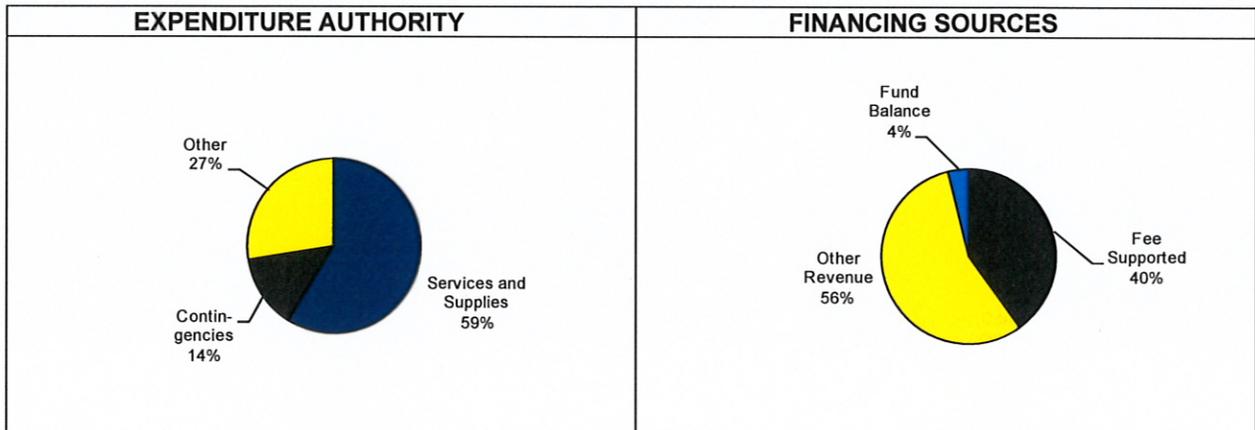
### DESCRIPTION OF MAJOR SERVICES

County Service Area (CSA) 79, Improvement Zone R-1 was established by an act of the County of San Bernardino Board of Supervisors on September 14, 1993 to maintain approximately 0.75 mile of paved road in "The Meadow" area of Green Valley Lake. This Road District receives a \$379.01 special tax, which includes an annual 2.5% inflationary increase, on each of 67 parcels of land to fund road maintenance, paving, and snow removal services. This District does not utilize an Advisory Commission or Municipal Advisory Council. Meetings are held with residents as needed.

### BUDGET HISTORY



### 2010-11 BUDGET



**ANALYSIS OF ADOPTED BUDGET**

**GROUP: Operations and Community Services**  
**DEPARTMENT: Special Districts**  
**FUND: CSA 79 R-1 Green Valley Lake**

**BUDGET UNIT: RCP 485**  
**FUNCTION: Operating**  
**ACTIVITY: Road**

	2006-07 Actual	2007-08 Actual	2008-09 Actual	2009-10 Actual	2009-10 Current Budget	2010-11 Adopted Budget	Change From 2009-10 Current Budget
<b>Appropriation</b>							
Services and Supplies	7,917	17,310	30,041	22,313	22,360	31,494	9,134
Transfers	4,402	2,974	2,022	2,036	2,850	1,803	(1,047)
Contingencies	-	-	-	-	-	7,438	7,438
<b>Total Appropriation</b>	<b>12,319</b>	<b>20,284</b>	<b>32,063</b>	<b>24,348</b>	<b>25,210</b>	<b>40,735</b>	<b>15,525</b>
Operating Transfers Out	-	-	-	-	-	13,000	13,000
<b>Total Requirements</b>	<b>12,319</b>	<b>20,284</b>	<b>32,063</b>	<b>24,348</b>	<b>25,210</b>	<b>53,735</b>	<b>28,525</b>
<b>Departmental Revenue</b>							
Use of Money and Prop	173	157	366	132	300	150	(150)
State, Fed or Gov't Aid	-	10,670	-	-	-	-	-
Current Services	5,916	22,540	21,083	21,566	20,118	21,517	1,399
Other Revenue	33	2,119	97	-	-	-	-
Other Financing Sources	-	-	-	-	-	30,000	30,000
<b>Total Revenue</b>	<b>6,122</b>	<b>35,486</b>	<b>21,546</b>	<b>21,698</b>	<b>20,418</b>	<b>51,667</b>	<b>31,249</b>
				Fund Balance	4,792	2,068	(2,724)

Services and supplies of \$31,494 represents road maintenance costs and auditing and is increasing by \$9,134 due to anticipated increase in maintenance work.

Transfers of \$1,803 represents costs for salaries and benefits and services and supplies support from CSA 70 Countywide and is decreasing by \$1,047.

Contingencies of \$7,438 reflects departmental revenue available.

Operating transfers out of \$13,000 represents repayment of CSA 70 Countywide for an operating cash advance in 2009-10.

Departmental revenue of \$51,667 represents special taxes, interest, and proceeds from planned CSA revolving loan and is increasing by \$31,249 due primarily to the loan proceeds.

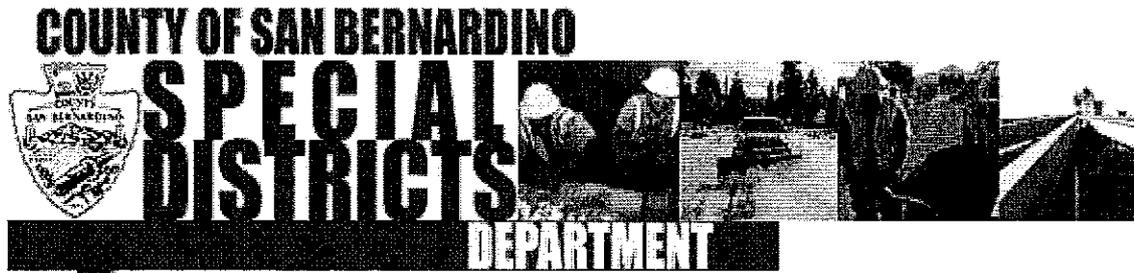
SPECIAL DISTRICTS



**COUNTY OF SAN BERNARDINO  
SPECIAL DISTRICTS  
COUNTY SERVICE AREA No. 79  
GREEN VALLEY LAKE**

**REPORT ON AUDIT**

**JUNE 30, 2010**



**Special Districts > Operations Division > Roads > History & Background > CSA70  
R-1 Green Valley Lake**

**County Service Area 79, Improvement Zone R-1 Green Valley Lake**

Green Valley Lake is located in the 3rd Supervisorial District in the Meadow area of Green Valley Lake in San Bernardino County. This district consists of one mile of paved roads. Snow removal is provided by a Special Districts employee. The revenue is derived from a \$100 service charge levied on each parcel of land.

Questions regarding Green Valley Lake may be directed to Pam Vandervoort at (909) 387-6067 or she can be reached by email. In the event of an emergency and/or snow removal concerns on weekends, holidays or after business hours, please contact (909) 356-3805.

The roads maintained by this district are:

Cedar Oak Lane  
Cedar Pine Lane  
Lone Pine Lane  
Meadow Lane

**Running Springs Road Districts (Snow Removal)  
County Service Area 79, Zone R-1 - Green Valley Lake**

Cedar Oak Lane	820
Cedar Pine Lane	480
Lone Pine Lane	364
Meadow Lane	1690
Total Miles of Roadway	2/3 of a mile
Snow Removal Equipment:	1 Backhoe
Plowed:	Contractor
Plowing Schedule:	Immediately

**County of San Bernardino Special Districts  
County Service Area No. 79  
Green Valley Lake  
Table of Contents**

	Exhibit	Page
INDEPENDENT AUDITOR'S REPORT		1 - 2
BASIC FINANCIAL STATEMENTS		
<b>Government-Wide Financial Statements</b>		
Statement of Net Assets	A	3
Statement of Activities	B	4
<b>Fund Financial Statements</b>		
Balance Sheet - Governmental Fund	C	5
Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Fund	D	6
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Fund to the Statement of Activities	E	7
Statement of Net Assets - Proprietary Fund	F	8
Statement of Revenues, Expenses and Changes in Net Assets - Proprietary Fund	G	9
Statement of Cash Flows - Proprietary Fund	H	10 - 11
Statement of Fiduciary Assets and Liabilities - Agency Fund	I	12
Notes to Financial Statements		13 - 23
<b>Required Supplementary Information</b>	Schedule	
Budgetary Comparison Schedule - Special Revenue Fund (R-1 Meadow Green Valley Lake)	One	24



**ROGERS, ANDERSON, MALODY & SCOTT, LLP**

CERTIFIED PUBLIC ACCOUNTANTS

ROBERT B. MEMORY, C.P.A. (1945-2009)

OF COUNSEL  
JAY H. ZERCHER, C.P.A.

Board of Supervisors  
County of San Bernardino  
County of San Bernardino Special  
District County Service Area  
No. 79 - Green Valley Lake

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**INDEPENDENT AUDITOR'S REPORT**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the major fund, and the aggregate remaining fund information of the County of San Bernardino Special District County Service Area No. 79 - Green Valley Lake (CSA), a component unit of the County of San Bernardino, as of and for the year ended June 30, 2010 which collectively comprise the CSA's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the CSA's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the State Controller's Minimum Audit Requirement for California Special Districts. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the major fund, and the aggregate remaining fund information of the County of San Bernardino Special District County Service Area No. 79 - Green Valley Lake, as of June 30, 2010, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America, as well as accounting systems prescribed by the State Controller's Office and state regulations governing special districts.

The budgetary comparison information on page 24 is not a required part of the basic financial statements, but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

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The County of San Bernardino Special District County Service Area No. 79 - Green Valley Lake has not presented the *Management's Discussion and Analysis* that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be a part of, the basic financial statements.

*Rogers, Anderson, Malady & Smith, LLP*

November 30, 2010

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Statement of Net Assets  
June 30, 2010**

	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash and cash equivalents	\$ 773	\$ 1,235,729	\$ 1,236,502
Accounts receivable, net	-	192,380	192,380
Interest receivable	-	3,731	3,731
Taxes receivable	1,295	2,351	3,646
Due from other governments	-	64,583	64,583
Capital assets, net of depreciation	72,421	1,673,597	1,746,018
<b>Total Assets</b>	<b>74,489</b>	<b>3,172,371</b>	<b>3,246,860</b>
<b>LIABILITIES</b>			
Accounts payable	-	62,914	62,914
Due to other governments	-	668	668
<b>Total Liabilities</b>	<b>-</b>	<b>63,582</b>	<b>63,582</b>
<b>NET ASSETS</b>			
Invested in capital assets	72,421	1,673,597	1,746,018
Unrestricted	2,068	1,435,192	1,437,260
<b>Total Net Assets</b>	<b>\$ 74,489</b>	<b>\$ 3,108,789</b>	<b>\$ 3,183,278</b>

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Statement of Activities  
For the Year Ended June 30, 2010**

	Governmental Activities	Business-type Activities	Total
<b>EXPENSES</b>			
Salaries and benefits	\$ 1,571	\$ 381,295	\$ 382,866
Services and supplies	22,778	197,648	220,426
Utilities	-	27,221	27,221
Depreciation	3,292	116,662	119,954
Professional fees	-	237,581	237,581
Filtration project	-	69,645	69,645
Other	-	5,763	5,763
Loss on disposal of assets	-	14,418	14,418
Total Program Expenses	<u>27,641</u>	<u>1,050,233</u>	<u>1,077,874</u>
<b>PROGRAM REVENUE</b>			
Charges for services	<u>21,425</u>	<u>867,054</u>	<u>888,479</u>
Net Program Expense	<u>(6,216)</u>	<u>(183,179)</u>	<u>(189,395)</u>
<b>GENERAL REVENUES</b>			
Property taxes	142	3,476	3,618
Special assessments	-	14,762	14,762
Investment earnings	57	17,171	17,228
Penalties	-	11,507	11,507
Intergovernmental	-	64,582	64,582
Other	-	9,011	9,011
Total General Revenues	<u>199</u>	<u>120,509</u>	<u>120,708</u>
Change in Net Assets	(6,017)	(62,670)	(68,687)
<b>Net Assets - beginning</b>	<u>80,506</u>	<u>3,171,459</u>	<u>3,251,965</u>
<b>Net Assets - ending</b>	<u>\$ 74,489</u>	<u>\$ 3,108,789</u>	<u>\$ 3,183,278</u>

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Balance Sheet  
Governmental Fund  
June 30, 2010**

	SPECIAL REVENUE FUND
	R-1 Meadow Green Valley Lake (RCP)
<b>ASSETS</b>	
Cash and cash equivalents	\$ 773
Taxes receivable	1,295
Total Assets	\$ 2,068
<b>LIABILITIES AND FUND BALANCES</b>	
Liabilities	\$ -
Fund Balance:	
Unreserved:	
Undesignated	2,068
Total Fund Balance	2,068
Total Liabilities and Fund Balance	\$ 2,068
<b>Total Fund Balance - Governmental Fund</b>	\$ 2,068
Amounts reported for <i>governmental activities</i> in the statement of net assets (Exhibit "A") are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the fund.	72,421
Net Assets of Governmental Activities	\$ 74,489

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Governmental Fund  
For the Year Ended June 30, 2010**

	SPECIAL REVENUE FUND
	R-1 Meadow Green Valley Lake (RCP)
<b>REVENUES</b>	
Property taxes	\$ 142
Special assessments	21,425
Investment earnings	57
Total Revenues	21,624
<b>EXPENDITURES</b>	
Salaries and benefits	1,571
Services and supplies	22,778
Total Expenditures	24,349
Net Change in Fund Balance	(2,725)
<b>Fund Balance - beginning</b>	4,793
<b>Fund Balance - ending</b>	\$ 2,068

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Reconciliation of the Statement of Revenues, Expenditures and  
Changes in Fund Balance of Governmental Fund to the  
Statement of Activities  
For the Year Ended June 30, 2010**

Net Change in Fund Balance - Total Governmental Fund \$ (2,725)

Amounts reported for *governmental activities* in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense (\$3,292) exceeded capital outlay (\$-0-) in the current period. (3,292)

Change in Net Assets of Governmental Activities \$ (6,017)

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Statement of Net Assets  
Proprietary Fund  
June 30, 2010**

	ENTERPRISE FUND
	Sewer
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	\$ 1,235,729
Accounts receivable, net	192,380
Interest receivable	3,731
Taxes receivable	2,351
Due from other governments	64,583
Total Current Assets	1,498,774
Noncurrent Assets:	
Capital assets:	
Improvements to land	4,738,752
Structures and improvements	159,050
Vehicles	30,985
Equipment	73,061
Construction in progress	18,581
Accumulated depreciation	(3,346,832)
Total Noncurrent Assets	1,673,597
Total Assets	3,172,371
<b>LIABILITIES</b>	
Current Liabilities:	
Accounts payable	62,914
Due to other governments	668
Total Current Liabilities	63,582
<b>NET ASSETS</b>	
Invested in capital assets	1,673,597
Unrestricted	1,435,192
Total Net Assets	\$ 3,108,789

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Statement of Revenues, Expenses, and Changes in Net Assets  
Proprietary Fund  
For the Year Ended June 30, 2010**

	ENTERPRISE FUND
	Sewer
<b>OPERATING REVENUES</b>	
Sanitation services	\$ 862,010
Permit and inspection fees	438
Connection fees	1,467
Other	3,139
Total Operating Revenues	867,054
<b>OPERATING EXPENSES</b>	
Professional fees	237,581
Salaries and benefits	381,295
Services and supplies	197,648
Utilities	27,221
Filtration project	69,645
Depreciation	116,662
Other	5,763
Total Operating Expenses	1,035,815
Operating Loss	(168,761)
<b>NONOPERATING REVENUES (EXPENSES)</b>	
Property taxes	3,476
Special assessments	14,762
Investment earnings	17,171
Penalties	11,507
Intergovernmental	64,582
Loss on disposal of capital assets	(14,418)
Other	9,011
Total Nonoperating Revenues (Expenses)	106,091
Change in Net Assets	(62,670)
<b>Net Assets - beginning</b>	3,171,459
<b>Net Assets - ending</b>	\$ 3,108,789

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Statement of Cash Flows  
Proprietary Fund  
For the Year Ended June 30, 2010**

	ENTERPRISE FUND
	Sewer
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Receipts from customers	\$ 790,684
Payments to suppliers	(464,053)
Payments to employees	(381,295)
Other payments	(69,645)
Net Cash Used For Operating Activities	(124,309)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>	
Property taxes	6,960
Special assessments	14,762
Penalties	11,507
Intergovernmental revenue	64,582
Other nonoperating revenues	9,011
Net Cash Provided by Noncapital Financing Activities	106,822
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>	
Purchase of capital assets	(18,581)
Disposal of capital assets	359
Net Cash Used for Capital and Related Financing Activities	(18,222)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Investment earnings	18,669
Net Cash Provided by Investing Activities	18,669
Net Decrease in Cash and Cash Equivalents	(17,040)
<b>Cash and Cash Equivalents - beginning of the year</b>	<b>1,252,769</b>
<b>Cash and Cash Equivalents - end of the year</b>	<b>\$ 1,235,729</b>

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Statement of Cash Flows  
Proprietary Fund  
For the Year Ended June 30, 2010**

**Reconciliation of operating loss to net cash used for  
operating activities:**

Operating loss	\$	(168,761)
Adjustments to reconcile operating loss to net cash used for operating activities:		
Depreciation expense		116,662
Change in assets and liabilities:		
Increase in accounts receivable		(11,787)
Increase in due from other governments		(64,583)
Increase in accounts payable		3,942
Increase in due to other governments		218
Net Cash Used for Operating Activities	\$	<u>(124,309)</u>

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Statement of Fiduciary Assets and Liabilities  
Agency Fund  
June 30, 2010**

**ASSETS**

Cash and cash equivalents	<u>\$ 2,345</u>
Total Assets	<u><u>\$ 2,345</u></u>

**LIABILITIES**

Due to bondholders	<u>\$ 2,345</u>
Total Liabilities	<u><u>\$ 2,345</u></u>

The accompanying notes are an integral part of these financial statements.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Reporting entity**

The County Service Area (CSA) No. 79 - Green Valley Lake was established by an act of the Board of Supervisors of the County of San Bernardino (the County) on September 7, 1971 with the active powers of fire (inspection, suppression, protection, first aid, and rescue), sewer (collection and disposal), and water and road (maintenance and improvements). Currently, the governmental reporting entity consists of fire protection, emergency medical services, and an enterprise fund (sewer) for the community of Green Valley Lake. The CSA contracts sewage treatment through Running Springs County Water District which serves 1,321 households. Improvement Zone R-1, established by an act of the County of San Bernardino Board of Supervisors on September 14, 1993, provides maintenance for approximately .75 mile of paved road in "The Meadow" area of Green Valley Lake.

The CSA is a component unit of the County of San Bernardino and is governed by the actions of the County Board of Supervisors.

The accompanying financial statements reflect only the accounts of the County Service Area No. 79 - Green Valley Lake of the County of San Bernardino and are not intended to present the financial position of the County taken as a whole.

Because the CSA meets the reporting entity criteria established by the Governmental Accounting Standards Board (GASB), the CSA's financial statements have also been included in the Comprehensive Annual Financial Report of the County as a "component unit" for the fiscal year ended June 30, 2010.

**Government-wide and fund financial statements**

The government-wide financial statements (e.g., the Statement of Net Assets and the Statement of Activities) report information on all of the nonfiduciary activities of the reporting entity. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. *Governmental activities* normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

**Measurement focus, basis of accounting, and financial statement presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting* as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. However, for revenue derived from voluntary non-exchange transactions, such as taxes and federal and state grants, the County expanded its definition of "available" to 9 months. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes are considered to be susceptible to accrual and have been recognized as revenues in the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The government reports the following major governmental fund:

The *special revenue fund* labeled "R-1 Meadow Green Valley Lake" is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The government reports the following major proprietary fund:

The *enterprise fund* labeled "Sewer" accounts for the sewer activities of the CSA.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principle ongoing operations. The principal operating revenue of the CSA enterprise fund is charges to customers for sanitation services. Operating expenses for enterprise funds include the cost of salaries and benefits, services and supplies, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements.

Private-sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in both the government-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private-sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The CSA has elected not to follow subsequent private-sector guidance.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, and then unrestricted resources as they are needed.

Agency funds are used to account for assets held by the CSA as an agent for individuals, private organizations, other governments and/or other funds. The funds are custodial in nature (assets equal liabilities) and do not involve measurement of the results of operations. The modified accrual of accounting is used for the agency fund. The fund is used to account for the accumulation of resources for, and payment of, the bonds issued under the Improvement Act of 1915 for certain sewer improvements.

**Deposits and investments**

Cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

**Receivables and payables**

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (e.g., the current portion of interfund loans) or "advances to/from other funds" (e.g., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

No allowance for uncollectibles has been recorded as of June 30, 2010 based on management's expectation that all accounts receivable will be collected through the property tax roll.

**Property taxes**

Secured property taxes are levied in two equal installments, November 1 and February 1. They become delinquent with penalties on December 10 and April 10, respectively. The lien date is January 1 of each year. Unsecured property taxes are due on March 1st and become delinquent with penalties on August 31st.

**Inventories and prepaid items**

Inventories, if any, are valued at cost using the first-in/first-out method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Stewardship, compliance and accountability**

A. Budgetary information

In accordance with provisions of Section 29000 - 29143 of the Government code of the State of California, commonly known as the County Budget Act, the CSA prepares and adopts a budget on or before August 30 for each fiscal year.

Budgets are prepared on the modified accrual basis of accounting. The legal level of budgetary control is the object level and the sub-object level for capital assets within each fund.

Amendments or transfers of appropriations between funds or departments must be approved by the Board. Transfers at the sub-object level or cost center level may be done at the discretion of the Special District's Administration Department head. Any deficiency of budgeted revenues and other financing sources over expenditures and other financing uses is financed by beginning available fund balances as provided for in the County Budget Act.

B. Encumbrances

Encumbrance accounting is employed in governmental funds. Encumbrances (e.g., purchase orders, contracts) outstanding at year end are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be reappropriated and honored during the subsequent year.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

**NOTE 2: CASH AND DEPOSITS**

Cash and cash equivalents includes the cash balance of monies deposited with the County Treasurer which are pooled and invested for the purpose of increasing earnings through investment activities. Interest earned on pooled investments is deposited to the CSA's account based upon the CSA's average daily deposit balance during the allocation period. Cash and cash equivalents are shown at the fair value as of June 30, 2010.

See the County of San Bernardino's Comprehensive Annual Financial Report (CAFR) for details of their investment policy and disclosures related to investment credit risk, concentration of credit risk, interest rate risk and custodial credit risk, as required by GASB Statement No. 40.

**NOTE 3: ACCOUNTS RECEIVABLE**

At June 30, 2010, the accounts receivable were composed of the following:

	Enterprise Fund Sewer
Accounts receivable	\$ 192,380
Less: allowance for uncollectibles	-
Total accounts receivable, net	\$ 192,380

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

NOTE 4: CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2010 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
<b>Business-type activities:</b>				
Capital assets, not being depreciated:				
Construction in progress	\$ -	\$ 18,581	\$ -	\$ 18,581
Total capital assets, not being depreciated	<u>-</u>	<u>18,581</u>	<u>-</u>	<u>18,581</u>
Capital assets, being depreciated:				
Improvements to land	4,738,752	-	-	4,738,752
Structures and improvements	159,050	-	-	159,050
Vehicles	54,309	-	(23,324)	30,985
Equipment	93,060	-	(19,999)	73,061
Total capital assets, being depreciated	<u>5,045,171</u>	<u>-</u>	<u>(43,323)</u>	<u>5,001,848</u>
Less accumulated depreciation for:				
Improvements to land	(3,072,326)	(105,306)	-	(3,177,632)
Structures and improvements	(107,506)	(3,534)	-	(111,040)
Vehicles	(33,653)	(5,164)	23,324	(15,493)
Equipment	(45,231)	(2,658)	5,222	(42,667)
Total accumulated depreciation	<u>(3,258,716)</u>	<u>(116,662)</u>	<u>28,546</u>	<u>(3,346,832)</u>
Business-type activities capital assets, net	<u>\$ 1,786,455</u>	<u>\$ (98,081)</u>	<u>\$ (14,777)</u>	<u>\$ 1,673,597</u>
<b>Governmental activities:</b>				
Capital assets, being depreciated:				
Infrastructure	\$ 131,675	\$ -	\$ -	\$ 131,675
Total capital assets, being depreciated	<u>131,675</u>	<u>-</u>	<u>-</u>	<u>131,675</u>
Less accumulated depreciation for:				
Infrastructure	(55,962)	(3,292)	-	(59,254)
Total accumulated depreciation	<u>(55,962)</u>	<u>(3,292)</u>	<u>-</u>	<u>(59,254)</u>
Governmental activities capital assets, net	<u>\$ 75,713</u>	<u>\$ (3,292)</u>	<u>\$ -</u>	<u>\$ 72,421</u>

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

NOTE 5: RETIREMENT PLAN

**Plan Description**

The San Bernardino County Employees' Retirement Association (SBCERA) is a cost-sharing multiple-employer defined benefit pension plan (the Plan) operating under the California County Employees' Retirement Act of 1937 (1937 Act). It provides retirement, death and disability benefits to members. Although legally established as a single employer plan, the City of Big Bear Lake, California State Association of Counties, South Coast Air Quality Management District (SCAQMD), San Bernardino Associated Governments (SANBAG), Local Agency Formation Commission (LAFCO), San Bernardino County Law Library, Barstow Fire Protection District, Hesperia Recreation and Parks District, SBCERA, City of Chino Hills, Crest Forest Fire District, Mojave Desert Air Quality Management District (MDAQMD), California Electronic Recording Transaction Network Authority (CERTNA), Inland Valley Development Agency (IVDA), San Bernardino International Airport Authority (SBIAA), the San Bernardino County Superior Court Inland Library System (ILS) and Rim of the World Recreation and Parks District (RIM-REC) were later included, along with the County, and are collectively referred to as the "Participating Members." The plan is governed by the SBCERA Board of Retirement under the 1937 Act. Employees become eligible for membership on their first day of regular employment and become fully vested after 5 years. SBCERA issues a stand-alone financial report, which may be obtained by contacting the Board of Retirement, 348 W Hospitality Lane - 3<sup>rd</sup> Floor, San Bernardino, California 92415-0014.

**Fiduciary Responsibility**

SBCERA is controlled by its own board, the Retirement Board, which acts as a fiduciary agent for the accounting and control of member and employee contributions and investment income. SBCERA publishes its own Comprehensive Annual Financial Report and receives a separate independent audit. SBCERA is also a legally separate entity from the County and not a component unit. For these reasons, the County's Comprehensive Annual Financial Report excludes SBCERA pension trust fund as of June 30, 2010.

**Funding Policy**

Participating members are required by statute (Sections 31621.6 and 31639.25 of the California Government Code) to contribute a percentage of covered salary based on certain actuarial assumptions and their age at entry to the Plan. Employee contribution rates vary according to age and classification (general or safety). General members are required to contribute 7.42% - 12.96% and safety members 9.52% - 15.29% of their annual covered salaries, of which the County pays approximately 7%. County of San Bernardino employer contribution rates are as follows: County General 11.25%, County Safety 24.46%. All employers combined are required to contribute 13.95% of the current year covered payroll. For 2010, the County's annual pension cost of \$197,097,000 was equal to the County's required and actual contributions. Employee contribution rates are established and may be amended pursuant to Articles 6 and 6.8 of the 1937 Act. Employer rates are determined pursuant to Sections 31453 of the 1937 Act.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

NOTE 5: RETIREMENT PLAN (continued)

The County's annual pension cost and prepaid asset, computed in accordance with GASB 27, Accounting for Pensions by State and Local Governmental Employers, for the year ended June 30, 2010, were as follows (in thousands):

Annual Required Contribution (County fiscal year basis)	\$ 197,097
Interest on Pension Assets	(4,131)
Adjustment to the Annual Required Contribution	<u>32,488</u>
Annual Pension Cost	225,454
Annual Contributions Made	<u>197,097</u>
Increase/(Decrease) in Pension Assets	<u>(28,357)</u>
Pension Assets, Beginning of Year	769,745
Pension Assets, End of Year	<u><u>\$ 741,388</u></u>

The following table shows the County's required contributions and percentage contributed for the current year and two preceding years:

Year Ended June 30,	Annual Contributions Made (in thousands)		Percentage Contributed
	SBCERA	County	
2008	\$ 241,721	\$ 203,712	100%
2009	246,232	200,300	100%
2010	243,773	197,097	100%

The County, along with the SCAQMD, issued Pension Refunding Bonds (the Bonds) in November 1995 with an aggregate amount of \$420,527,000. These Bonds were issued to allow the County and the SCAQMD to refinance each of their unfunded accrued actuarial liabilities with respect to retirement benefits for their respective employees. The Bonds are the obligations of the employers participating in the Plan and the assets of the Plan do not secure the Bonds. The County's portion of the bond issuance was \$386,266,000. The outstanding liability at June 30, 2010 is \$423,652,000.

On June 24, 2004, the County issued its County of San Bernardino Pension Obligation Bonds, Series 2004 A (Fixed Rate Bonds), its County of San Bernardino Pension Obligation Bonds, Series 2004 B (Auction Rate Bonds), and its County of San Bernardino Pension Obligation Bonds, Series 2004 C (Index Bonds) in respective aggregate principal amounts of \$189,070,000, \$149,825,000 and \$125,000,000. The Bonds were issued to finance the County's share of the unfunded accrued actuarial liability of the SBCERA. In April 2008, the County refunded all of the 2004 Series B. The outstanding liability at June 30, 2010 is \$294,515,000.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

**NOTE 5: RETIREMENT PLAN (continued)**

In April 2008, the County of San Bernardino issued its \$160,900,000 in Pension Obligation Refunding Bonds (POB), Series 2008 (the Series 2008 Bonds). The outstanding liability at June 30, 2010 is \$158,327,000.

**NOTE 6: FEDERAL AND STATE GRANTS**

From time to time, the CSA may receive funds from various Federal and State agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantors cannot be determined at this time, although the CSA expects such amounts, if any, to be immaterial.

**NOTE 7: RISK MANAGEMENT**

The County has self-insurance programs for public liability, property damage, unemployment insurance, employee dental insurance, hospital and medical malpractice liability, and workers' compensation claims. Public liability claims are self-insured for up to \$2 million per occurrence. Excess insurance coverage over the Self-Insured Retention (SIR) up to \$50 million is provided through a combination of insurance policies as recommended by AON Risk Services, Broker of Record, as follows: Primary Liability coverage \$25 million excess of \$2.5 million SIR with CV Starr/Everest; Excess Liability coverage of \$10 million, excess of \$25 million with Allied World Insurance Company (AWAC); and Excess Liability coverage \$15 million, excess of \$35 million with Great American Insurance Company of New York. Workers' compensation claims are self-insured up to \$5 million per occurrence, and covered by Arch Ins. Co. for up to \$3 million for employer's liability, and up to statutory limits for workers' compensation per occurrence. Property damage claims are insured on an occurrence basis over a \$25 thousand deductible, and insured with several insurers like Lexington Ins. Co., Affiliated FM, and Lloyd's of London, among others.

The County supplements its self-insurance for medical malpractice claims with Steadfast Ins. Co., which provides annual coverage on a per claim basis with an SIR of \$2 million for each claim. Maximum coverage under the policy is \$25 million in limits per claim provided by Illinois Union Ins. Co.

All public officials and County employees are insured under a blanket Comprehensive Disappearance, Destruction, and Dishonesty policy covering County monies and securities, with National Union Fire Ins. Co. of Pittsburgh with a \$100 thousand deductible, and excess limits up to \$10 million per occurrence.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

**NOTE 7: RISK MANAGEMENT (continued)**

The activities related to such programs are accounted for in Risk Management except for unemployment insurance, and employee dental insurance, which are accounted for in the General Fund. The IBNR (Incurred But Not Reported) and IBNS (Incurred But Not Settled) liabilities stated on Risk Management's balance sheet are based upon the results of actuarial studies, and include amounts for allocated and unallocated loss adjustment expenses. The liabilities for these claims are reported using a discounted rate of 1.70%. It is Risk Management's practice to obtain actuarial studies on an annual basis.

The total claims liability of \$145.4 million reported at June 30, 2010 is based on the requirements of GASB Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements, and the amount of the loss can be reasonably estimated.

Changes in the claims liability amount in fiscal years 2009 and 2010 were:

<b>Fiscal Year</b>	<b>Beginning of Fiscal Year Liability (in thousands)</b>	<b>Current Year Claims and Changes in Estimates (in thousands)</b>	<b>Claims Payments (in thousands)</b>	<b>End of Fiscal Year Liability (in thousands)</b>
2008-09	\$ 149,321	\$ 32,909	\$ (32,289)	\$ 149,941
2009-10	\$ 149,941	\$ 37,441	\$ (45,000)	\$ 142,382

**NOTE 8: SPECIAL ASSESSMENT ACCOUNTING – 1915 ACT BONDS**

The CSA issued bonds under the Improvement Act of 1915 to finance certain sewer improvements. The CSA reports 1915 Act Bonds according to the provisions of the Government Accounting Standards Boards Statement No. 6. The bonds are not a direct liability of the CSA and therefore are not reported on the CSA's financial statements. The portion of the Utility Plant in Service financed by Special Assessments amounting to \$460,662 is reported as Invested in Capital Assets, Net of Related Debt in the Enterprise Fund. The liability for each Assessment District at June 30, 2010 is \$-0-.

**County of San Bernardino Special Districts  
County Service Area No. 79 - Green Valley Lake  
Notes to Financial Statements  
June 30, 2010**

**NOTE 9: WASTEWATER TRANSPORTATION, TREATMENT AND DISPOSAL  
AGREEMENT WITH RUNNING SPRINGS WATER DISTRICT**

The CSA entered into a forty (40) year agreement with the Running Springs County Water District (District) on May 9, 1977. The agreement provides transportation of wastewater from the CSA to a connecting point within the District wastewater system and to provide proportionate joint financing for enlargement of the District system to treat the projected flows from the CSA and the District. The District will provide final transportation, treatment and disposal of these wastewater flows and bill the CSA for their proportionate share of costs in accordance with the terms of the agreement.

As compensation for transportation, treatment and disposal of their wastewater, the CSA shall pay a proportionate share of the operation and maintenance expense of the jointly used facilities. The payment will be made based on a three-month accounting period commencing on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, or October 1<sup>st</sup>. Additionally, an amount equal to fifteen percent (15%) of the CSA's proportionate share of operations and maintenance expenses will be paid to the District to cover overhead and indirect expenses.

Expansion or modifications or replacement of joint use facilities will be assessed to the CSA in proportion to the ratio of assessed valuation of the District, the CSA and Arrowbear at the time that the projects are approved by the District. These costs shall be included in a written notification to the CSA no later than March 1<sup>st</sup> of each year. The CSA is currently paying their proportionate share (21.08%) on a filtration project, which was financed over fifteen years beginning on September 21, 2002. The loan to the District will mature on March 21, 2017.

Any net income the District may receive from the wastewater or by-products of treatment shall be shared by the District, Arrowbear and the CSA on a proportionate share basis.

The CSA has an option to renew the agreement for an additional forty years if they exercise the option to renew at least three years prior to the expiration date of the agreement by sending a written notice to the District. The current agreement will expire on May 9, 2017.

The CSA incurred the following costs in FY 09/10 based on the agreement:

Wastewater transportation, treatment and disposal	\$	470,221
Expansion or modification or replacement (Filtration project)		69,645
Total Costs	\$	539,866

**NOTE 10: CONTINGENCIES**

As of June 30, 2010, in the opinion of the CSA Administration, there are no outstanding matters, which would have a significant effect on the financial position of the CSA.

**Required Supplementary Information  
 County of San Bernardino Special Districts  
 County Service Area No. 79 - Green Valley Lake  
 Budgetary Comparison Schedule - Special Revenue Fund  
 For the Year Ended June 30, 2010**

SPECIAL REVENUE FUND				
R-1 Meadow Green Valley Lake (RCP)				
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
<b>REVENUES</b>				
Property taxes	\$ 194	\$ 194	\$ 142	\$ (52)
Special assessments	19,924	19,924	21,425	1,501
Investment earnings	300	300	57	(243)
	<u>20,418</u>	<u>20,418</u>	<u>21,624</u>	<u>1,206</u>
<b>EXPENDITURES</b>				
Salaries and benefits	1,985	1,985	1,571	414
Services and supplies	23,225	23,225	22,778	447
	<u>25,210</u>	<u>25,210</u>	<u>24,349</u>	<u>861</u>
Net Change in Fund Balance	<u>\$ (4,792)</u>	<u>\$ (4,792)</u>	<u>(2,725)</u>	<u>\$ 2,067</u>
<b>Fund Balance - beginning</b>			<u>4,793</u>	
<b>Fund Balance - ending</b>			<u>\$ 2,068</u>	

RECEIVED  
FEB 01 2011

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

LAFCO  
San Bernardino County

January 11, 2011

FROM: JEFFREY O. RIGNEY, Director  
Special Districts Department

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

SUBJECT: COOPERATIVE AGREEMENT WITH THE COUNTY OF SAN BERNARDINO  
PUBLIC WORKS – TRANSPORTATION DEPARTMENT FOR SNOW REMOVAL  
OPERATIONS IN COUNTY SERVICE AREA 79, ZONE R-1 (GREEN VALLEY  
LAKE)

RECOMMENDATION(S)

1. Acting as the governing body of County Service Area 79, rescind cooperative agreement with County of San Bernardino Department of Public Works – Transportation Division to provide snow removal services on roads which are currently maintained by County Service Area 79 through June 30, 2012, in an amount not-to-exceed \$7,500 per fiscal year as approved on November 16, 2010 (Item No. 58).
2. Acting as the Board of Supervisors and the governing body of County Service Area 79, Zone R-1 (Green Valley Lake), approve cooperative Agreement No. 11-23 with County of San Bernardino Department of Public Works – Transportation Division to provide snow removal services on roads which are currently maintained by County Service Area 79, Zone R-1 effective from November 16, 2010 through June 30, 2012, in an amount not-to-exceed \$7,500 per fiscal year.

(Affected Districts: Third)

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

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Maintain Public Safety.

BACKGROUND INFORMATION

On November 16, 2010, the Board of Supervisors approved Cooperative Agreement No. 10-1047 (Item No. 58) with the County Department of Public Works (Public Works) and County Service Area 79 (CSA 79) for snowplowing services on district roads. The agreement erroneously omitted Zone R-1 of CSA 79, which is the actual location of the roads identified in the agreement. The new agreement properly identifies CSA 79, Zone R-1 as the district to receive snowplowing services from Public Works.

cc: Special Districts-Vandervoort  
w/agreement, Moran w/agreement &  
Rigney  
Contractor c/o Special Districts  
w/agreement  
Auditor-Accounts Payable Manager  
w/agreement  
EBIX-BPO c/o Risk Management  
PW/Transportation-Bowman  
County Counsel-Messer & Runyan  
CAO-Brown & Valdez  
Risk Management-Eisel  
File - w/agreement

ml  
01/20/11  
ITEM 56

Record of Action of the Board of Supervisors  
APPROVED (CONSENT CALENDAR)

COUNTY OF SAN BERNARDINO  
Board Governed County Service Areas  
BOARD

MOTION	AYE	AYE	SECOND	MOVE	AYE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY \_\_\_\_\_

DATED: January 11, 2011

**BOARD OF SUPERVISORS  
COOPERATIVE AGREEMENT WITH THE COUNTY OF SAN BERNARDINO  
PUBLIC WORKS – TRANSPORTATION DEPARTMENT FOR SNOW  
REMOVAL OPERATIONS IN COUNTY SERVICE AREA 79, ZONE R-1  
(GREEN VALLEY LAKE)  
JANUARY 11, 2011  
PAGE 2 OF 2**

Approval of this item will rescind the cooperative agreement (Agreement No. 10-1047) between CSA 79 and Public Works for providing snow removal operations on certain roads, as approved on November 16, 2010 (Item No. 58). The item will also approve a revised agreement with the correct zone, identified as CSA 79, Zone R-1, and Public Works for snowplowing services which are currently maintained by CSA 79, Zone R-1 in the Green Valley Lake community.

In order to facilitate more cost efficient snow removal operations in the Green Valley Lake community, Public Works and CSA 79, Zone R-1 desire that Public Works perform snow removal services on four (4) district maintained roads that lie on the boundary of areas that are covered by Public Works and CSA 79, Zone R-1. Under the terms of the proposed Agreement, Public Works will perform required and emergency snow removal operations on 0.64 miles of CSA 79, Zone R-1 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, Meadow Lane, Cedar Oak Lane, Cedar Pines Lane and Lone Pine Lane in the Green Valley Lake community.

CSA 79, Zone R-1 will reimburse Public Works after each storm event for the costs of the snow removal at the rates identified in Attachment "D" of the cooperative agreement. This cooperative agreement is effective from November 16, 2010 through June 30, 2012, but may be terminated by either party with at least thirty (30) days written notice. This agreement has a retroactive effective date of November 16, 2010, the original date the agreement was approved by the Board of Supervisors.

Public Works currently provides snow removal operations on the majority of the roadways in the Green Valley Lake community and the addition of these four roadways will have no major impact on the Department's ability to provide satisfactory snow removal services to the public. The community will benefit from this agreement in that there will now be one point of contact for all snow removal services in the Green Valley Lake community.

**FINANCIAL IMPACT**

Estimated snowplow costs shall not exceed \$7,500 per fiscal year and will be paid out of the CSA 79, Zone R-1's approved annual Operating Budget. All payments for work are contingent upon the CSA 79, Zone R-1's approval and verification of completed work and acceptance of submitted invoices. Fund transfers will be completed upon approvals and verified requests for payment by Public Works. The community will benefit from this contract through ensuring public safety through the necessary snow removal on applicable roads. There is no net County cost (County General Fund).

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Dawn M. Messer, Deputy, 387-4322, and Scott M. Runyan, Deputy County Counsel, 387-9022) on December 17, 2010; County Administrative Office (Jessica Brown, Administrative Analyst, 387-5510, and Beatriz Valdez, Principal Administrative Analyst, 387-1852) on January 4, 2011; and Risk Management Department (John Eisel, Risk Assessment Officer, 386-9024) on November 5, 2010.

<input checked="" type="checkbox"/> New	Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number			
<input type="checkbox"/> Change						11- <u>23</u>			
<input type="checkbox"/> Cancel									
County Service Area 79, Zone R-1			Dept. 485	Orgn. 485	Contractor's License No.				
Contract Representative Pam Vandervoort, Regional Manager			Telephone 909 397-5940		Total Contract Amount \$15,000.00				
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: <b>MOU</b>									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount		
		11-16-10		6-30-12		\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
RCP	485	485	200	2445		\$15,000			
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 <b>SNOW REMOVAL</b>				Estimated Payment Total by Fiscal Year					
Contract Type - Special				FY	Amount	I/D	FY	Amount	I/D
				10/11	\$7,500.00	---			
				11/12	\$7,500.00	---			

COUNTY SERVICE AREA 79

F A S

STANDARD CONTRACT

THIS CONTRACT is entered into in the State of California by and between County Service Area 79, Zone R-1 hereinafter called the DISTRICT, and

Name County of San Bernardino – Public Works hereinafter called: COUNTY

Address 825 E. Third Street

San Bernardino, CA. 92415-0835

Telephone (909) 336-7509 Federal ID No. or Social Security No. \_\_\_\_\_ Fax \_\_\_\_\_

**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 79, Zone R-1, (referred to as "DISTRICT") also provides, or contracts to provide, snow removal services for roads that are within its respective service areas; and

WHEREAS, snow removal on COUNTY roads located in the Green Valley Lake community are closer to COUNTY snow removal operations than DISTRICT operations; and

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

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

WHEREAS, COUNTY and DISTRICT therefore desire to enter into this agreement for COUNTY to provide to DISTRICT 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 Map", and at the rates specified in "Attachment D", entitled "Fee Schedule". In addition, COUNTY must complete the DISTRICT'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 COUNTY AGREES TO:**

- 1.1 Be the responsible party for the removal of snow from DISTRICT 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 community of Green Valley Lake. Roadway names and limits will be those listed in Attachment "B" and shown in red in Attachment "E".
- 1.2 Invoice the DISTRICT 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, COUNTY agrees that the total payment by DISTRICT to COUNTY for any given fiscal year shall not exceed \$7,500.00 without prior written approval by DISTRICT and COUNTY pursuant to an amendment to this agreement. The not-to-exceed amount of \$7,500.00 per fiscal year represents approximately \$11,718.75 per mile of roadway for the 0.64 miles listed in Attachment "B".
- 1.4 Deposit payments into the applicable account of the COUNTY (as defined above). Payments will be deposited into a COUNTY account based upon the performance of snow removal services on roadways within such district.

**2.0 DISTRICT AGREES TO:**

- 2.1 Permit COUNTY to perform snow removal operations on DISTRICT roads identified in Attachment "B", and as outlined in Attachment "A", Specifications. Roadways are located in the community of Green Valley Lake. 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 COUNTY 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 \$7,500.00 per fiscal year. The not-to-exceed amount of \$7,500.00 per fiscal year represents approximately \$11,718.75 per mile of roadway for the 0.64 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 as of November 16, 2010, and shall remain in effect through June 30, 2012.
  - 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. COUNTY must contact the DISTRICT contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. COUNTY 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 DISTRICT may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. COUNTY agrees to fully cooperate in providing information or documents as requested by the DISTRICT 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.

COUNTY 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

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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.

COUNTY may be required to provide detailed information regarding expenditures so that the DISTRICT may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. COUNTY agrees to fully cooperate in providing information or documents as requested by the DISTRICT 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.

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.

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

COUNTY SERVICE AREA 79, ZONE R-1

  
\_\_\_\_\_  
Josie Gonzales, Board Chair

COUNTY OF SAN BERNARDINO

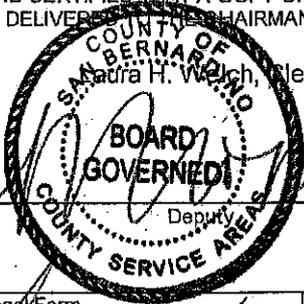
  
\_\_\_\_\_  
Josie Gonzales, Board Chair

Dated: 01/11/11

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

By:  \_\_\_\_\_  
Deputy

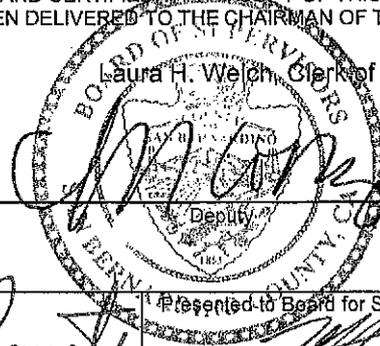


Dated: 01/11/11

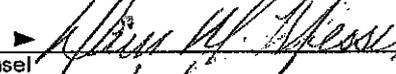
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch, Clerk of the Board

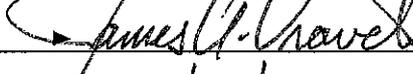
By:  \_\_\_\_\_  
Deputy



Approved as to Legal Form

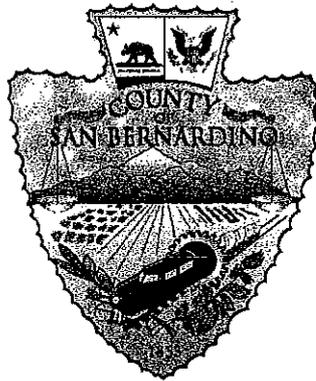
▶   
Counsel  
Date 1/4/11

Reviewed by Contract Compliance

▶   
Date 12/21/10

Presented to Board for Signature

▶   
Date 12/29/10



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.
  - 1.2 DISTRICT – County Service Area 79 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 DEPARTMENT is authorized by DISTRICT 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.
- B. 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.

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 DEPARTMENT 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 DEPARTMENT, DEPARTMENT 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 community of Green Valley Lake and the specific roads are listed in Attachment “B” and shown in red in Attachment “E”.
- 3.2 SCOPE OF WORK – The work consists of removing snow from the DISTRICT maintained roads.
- 3.3 DEPARTMENT REPRESENTATIVE – DEPARTMENT shall have a field supervisor on full time duty when snow removal operations are in progress. DEPARTMENT 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, DEPARTMENT shall provide the DISTRICT a phone number for DISTRICT to contact DEPARTMENT in the event of an emergency. DEPARTMENT 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 DISTRICT upon request.
- 3.4 COMMUNICATIONS – DEPARTMENT 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. DEPARTMENT shall provide the DISTRICT with the phone numbers or radio frequencies necessary to communicate with the DEPARTMENT supervisor on duty.
- 3.5 VEHICLE AND EQUIPMENT DELINEATION – DEPARTMENT name and DEPARTMENT logo shall be affixed to all vehicles and equipment owned or leased by DEPARTMENT and used in snow removal operations. DEPARTMENT shall further place a vehicle number upon said vehicles and equipment and shall supply to the DISTRICT a list and description of all such vehicles and equipment.
- a. If DEPARTMENT is utilizing outside vendors, DEPARTMENT shall provide the DISTRICT 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. DEPARTMENT shall also provide to the DISTRICT 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. DEPARTMENT shall provide DISTRICT 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 – DEPARTMENT shall begin actual snow removal operations within four (4) hours of being notified to do so by the DISTRICT 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 – DEPARTMENT shall notify the DISTRICT representative when a piece of equipment is down for more than two (2) hours. Notification to the DISTRICT representative shall be given no later than two (2) hours after the equipment is out of service. The DISTRICT 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 DISTRICT 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 DEPARTMENT becomes aware of the improper placement. If this snow is not removed within eight hours, DISTRICT may remove the snow and deduct the cost, including overhead and other incidental costs, from payments due DEPARTMENT. Snow which has been placed within ten feet of fire hydrants, shall be removed by DEPARTMENT immediately on becoming aware of the improper placement. If this snow is not removed by DEPARTMENT, the DISTRICT may remove the snow and deduct the cost, including overhead and other incidental costs, from payments due DEPARTMENT.
- 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. DEPARTMENT shall return to primary roads within one hour after being notified by the DISTRICT.
- 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 – DEPARTMENT 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. DEPARTMENT is not required to remove snow from driveways unless, in the opinion of the DISTRICT

representative, an excessive amount of snow has been placed in the driveway by DEPARTMENT or DEPARTMENT'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 DISTRICT, DEPARTMENT shall immediately remove any snow placed in, or in front of, any fire department driveway, or driveways marked with authorized blue snow poles.
- b. DEPARTMENT shall be responsible for removal of excessive amounts of snow placed in driveways by DEPARTMENT 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 DISTRICT. 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 DISTRICT, DEPARTMENT fails to perform snow removal in accordance with this agreement and specifications, in addition to any other remedies that are available to DISTRICT, the DISTRICT 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 DEPARTMENT.

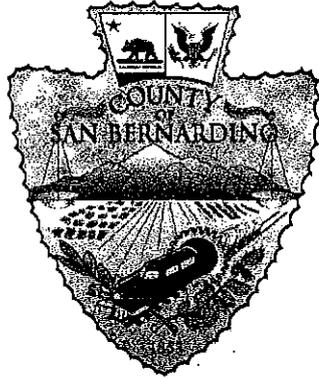
3.16 NON-CONFORMANCE – The DISTRICT reserves the right to immediately terminate this agreement if DEPARTMENT fails to comply with the terms of this agreement.

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. DEPARTMENT invoice shall itemize all work performed for each storm. The DISTRICT's Snow Route Check List, provided by the DISTRICT (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 DISTRICT to DEPARTMENT following each storm, upon completion of snow removal and acceptance by the DISTRICT. From each partial

payment, the DISTRICT 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 DISTRICT of work under this agreement which will be conducted annually on or about May 15<sup>th</sup>.

- 3.18 COMPENSATION – In consideration of the services performed by DEPARTMENT, the DISTRICT shall pay DEPARTMENT 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 DISTRICT's approval and verification of completed work and acceptance of submitted invoices. DISTRICT shall not be responsible to DEPARTMENT for DEPARTMENT 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 DISTRICT to DEPARTMENT for any given fiscal year shall not exceed \$7,500.00 without prior written approval by DISTRICT and DEPARTMENT pursuant to an amendment to this agreement. The not-to-exceed amount of \$7,500.00 per fiscal year represents approximately \$11,719.00 per mile for the 0.64 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 DEPARTMENT operations, they shall be replaced or restored at DEPARTMENT expense.
- a. DISTRICT shall perform interim inspections from time to time in addition to a final inspection which will be conducted by DISTRICT before May 15<sup>th</sup> of each year this agreement is in force. A list of damaged roadway facilities will be given to DEPARTMENT for scheduling for repairs.
  - b. All damage, in opinion of the DISTRICT, resulting from DEPARTMENT snow removal work shall be immediately barricaded as warranted and repaired by DEPARTMENT as provided in this section.
  - c. All damage resulting from DEPARTMENT snow removal work shall be repaired and completed by DEPARTMENT within a two week period after written notification by the DISTRICT. An extension of time may be approved in excess of the two week period if requested in writing by DEPARTMENT. 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 DEPARTMENT other than that shown in the final inspection. Any work not completed by DEPARTMENT within the designated time period may be performed by the DISTRICT and the cost deducted from monies due DEPARTMENT including overhead and other incidental cost, from retentions or other monies due DEPARTMENT.
  - d. This section shall not be construed as to relieve DEPARTMENT of responsibility for damage to private facilities.



**Attachment "B"**

**LIST OF ROADS**

**GREEN VALLEY LAKE AREA**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (miles)</u>
Meadow Lane	Green Valley Lake Road	End	0.32
Cedar Oak Lane	Meadow Lane	Meadow Lane	0.16
Lone Pine Lane	Meadow Lane	End	0.07
Cedar Pines Lane	Lone Pine Lane	End	0.09
<b>TOTAL MILES:</b>			0.64 miles



Attachment "C"

# **SNOW ROUTE CHECK LIST**



**DEPARTMENT SNOW REMOVAL EQUIPMENT**  
**FEE SUMMARY**

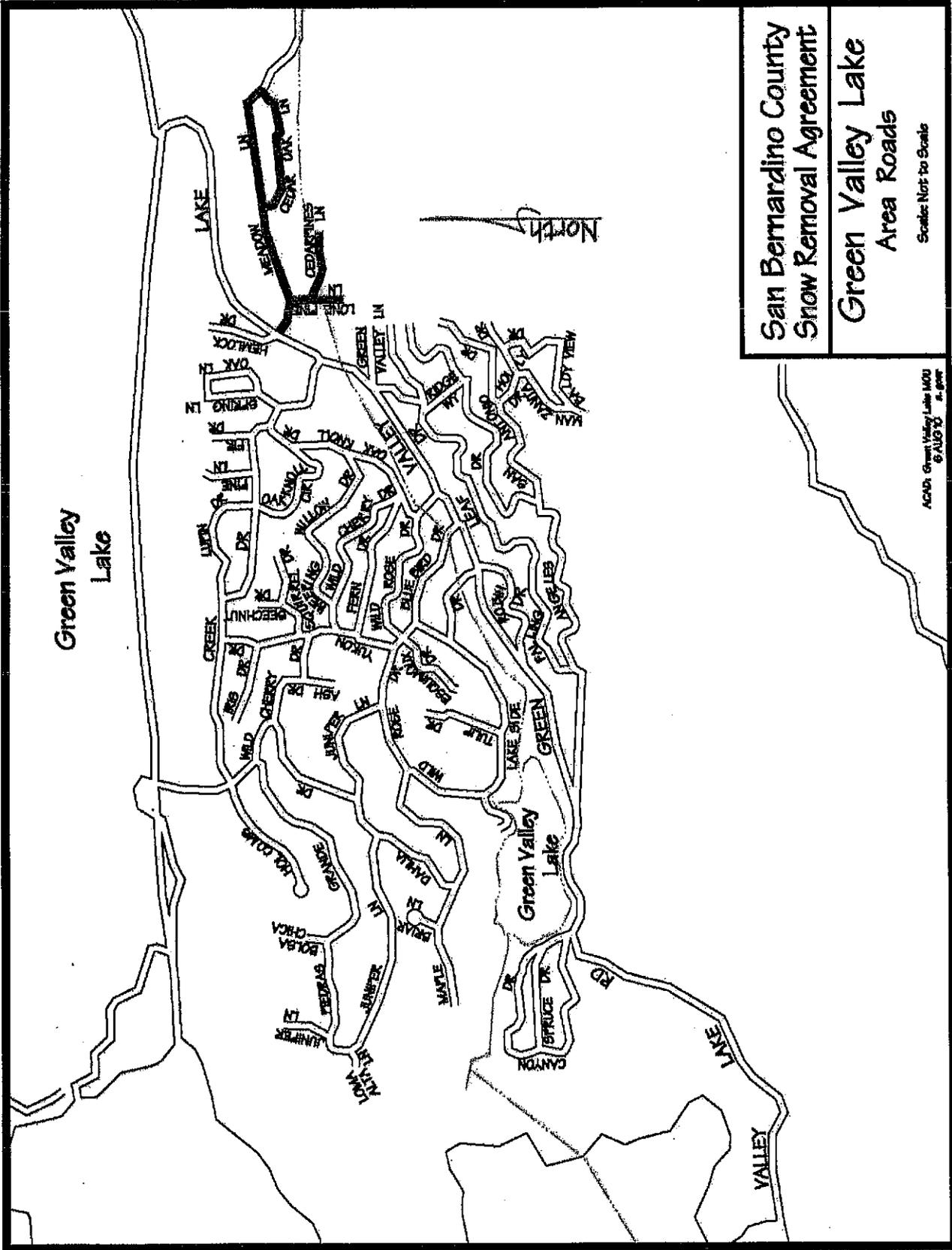
1. All wheel motorgrader	\$119.00/hr
2. All wheel drive 975 loader:	\$124.00/hr
3. All wheel snow blower:	\$84.00/hr

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

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



**Attachment "E"**  
**ROUTE MAP**



MINUTES OF THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA

CSA 79-R-1;  
Ord.

September 14, 1993

SPECIAL DISTRICTS  
SAN BERNARDINO COUNTY

93 SEP 25 AM 9:37

FROM: VERNON G. KNOUREK, Assistant Administrative Officer  
for Special Districts

SUBJECT: PUBLIC HEARING TO CONSIDER FORMATION OF COUNTY  
SERVICE AREA 79, IMPROVEMENT ZONE R-1, (GREEN VALLEY  
LAKE) AND ESTABLISHMENT OF A SERVICE CHARGE

RECOMMENDATION: Acting as the governing body of County Service  
Area 79:

1. Conduct a public hearing and adopt Resolution No. 93-  
267, approving the formation of County Service Area  
79, Improvement Zone R-1, with road maintenance powers,  
and establishing a first-year service charge of \$1,400 per  
parcel, for the paving of one-half mile of road, and  
subsequent annual charges based on the cost of providing  
maintenance to the paved road.
2. Read title only of a proposed ordinance, authorizing the  
collection of the first-year service charge and interest  
thereon on the tax rolls for Fiscal Years 1994-95, 1995-  
96, 1996-97, 1997-98, and 1998-99; waive reading of entire  
text and continue to September 21, 1993, for adoption on  
the consent calendar;
3. Adopt Resolution No. 93- 268, authorizing a loan from  
the County Service Area Revolving Loan Fund to County  
Service Area 79, Improvement Zone R-1, not to exceed  
\$90,000 to be used for the paving of the road in question  
and associated costs; and,
4. Direct the Clerk of the Board to file the Notice of  
Exemption to satisfy California Environmental Quality Act  
review.

**BACKGROUND:** The Office of Special Districts conducted an  
advisory survey to determine if the property owners within the  
Green Valley Lake area would be in favor of forming a county  
service area improvement zone and paying a first-year service

Res's to:

(continued)

cc: SDD-Rigney  
Co. Counsel-Krahelski  
St. Board Equal. w/check  
Assessor-M. Valdez  
Recorder  
Auditor  
Registrar of Voters  
Surveyor  
File

lw

Action of the Board of Supervisors  
RESOLUTION NOS. 93-267 & 93-268  
CONTINUE ORD. TO 9/21/93 FOR ADOPTION

APPROVED BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO

MOTION	YE	AYE	MOTION	AYE	SECOND
	2			4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY

DATED: SEPTEMBER 14, 1993

**Board of Supervisors  
PUBLIC HEARING TO CONSIDER FORMATION OF COUNTY SERVICE AREA 79,  
IMPROVEMENT ZONE R-1, (GREEN VALLEY LAKE) AND ESTABLISHMENT OF  
A SERVICE CHARGE  
September 14, 1993  
Page 2**

charge. At this time, based on the proposed boundary and number of parcels, a first-year service charge of \$1,400 per parcel, and an estimated \$100 annually, thereafter, would cover the cost of paving and maintenance of approximately one-half mile on Meadow Lane, Cedar Oak Lane, Lone Pine Lane, and Cedar Pine Lane in Green Valley Lake.

The results of the survey indicated that of the 71 survey letters mailed, 36 responded favorably, 23 were opposed, and 12 did not respond. The favorable responses represent 61% of those who responded.

If the district is formed and the service charge approved, property owners will have the opportunity to pay the first-year service charge of \$1,400, or may elect to pay the charge in five installments, plus interest. If paid in installments, the service charge and interest will be collected on the 1994-95, 1995-96, 1996-97, 1997-98, and 1998-99 tax rolls.

**FINANCIAL DATA:** The cost of the paving project, environmental review, and formation will be funded from the first-year service charge of \$1,400 per parcel.

**REVIEW:** This item has been reviewed by County Counsel (L. Thomas Krahelski), and coordinated with the Third Supervisorial District (Steve Watt).

**PRESENTER:** Vernon G. Knourek

**\*DISCUSSION:** Tony Orlich voices his opposition of the formation of CSA 79-R-1 and establishment of the service charge.

On call of the Chairman, no further testimony is presented and the public hearing is closed.

RESOLUTION NO. 93-267

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACTING IN ITS CAPACITY AS THE GOVERNING BODY OF COUNTY SERVICE AREA 79, APPROVING FORMATION OF IMPROVEMENT ZONE R-1 (GREEN VALLEY LAKE) OF COUNTY SERVICE AREA 79, AND ESTABLISHING A SERVICE CHARGE AND PROVIDING FOR THE COLLECTION OF SUCH CHARGE ON THE TAX ROLL

On Tuesday, September 14, 1993, on motion of Supervisor

Riordan, duly seconded by Supervisor Eaves and

carried, the following resolution is adopted:

SECTION 1. The Board of Supervisors of the County of San Bernardino hereby finds and determines:

(a) That County Service Area 79 is organized and operated under the authority of Chapter 2.2 of Division 2, Title 3 of the Government Code (commencing with Section 25210.1) and is authorized to provide road maintenance services, among other functions.

(b) That the proceedings for formation of certain described territory into an improvement zone of County Service Area 79, to be known as Improvement Zone R-1, were initiated by this Board at the request of affected property owners.

(c) That the exterior boundaries of the territory proposed to be formed into the said improvement zone are described and set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

(d) That the territory hereinabove described is in need of road maintenance services and will benefit thereby; that said services may be extended to such territory and can most conveniently be provided to such territory by formation of said

OF THE  
COUNSEL  
COUNTY GOVERNMENT CENTER  
385 NORTH ARROWHEAD AVENUE  
SAN BERNARDINO, CA 92415-0140

OF THE  
COUNTY COUNSEL  
COUNTY GOVERNMENT CENTER  
385 NORTH ARROWHEAD AVENUE  
SAN BERNARDINO, CA 92415-0140

1 improvement zone.

2 (e) That the County Surveyor and the County Assessor  
3 have reviewed the proposed boundary description. Their report  
4 states that boundaries are definite and certain, as described  
5 herein and do not split any lines of ownership as shown on the  
6 last equalized assessment roll or by documents of record.  
7

8  
9 (f) That this Board called for a public hearing on the  
10 proposed formation and service charge to be held on September  
11 14, 1993, at 10:00 a.m., at the Chambers of the Board of  
12 Supervisors, County Government Center, 385 North Arrowhead  
13 Avenue, First Floor, San Bernardino, California, and directed  
14 the Clerk of the Board to give notice of the hearing.  
15

16  
17 (g) That required notice was given and a public  
18 hearing was held on said date and all parties desiring to be  
19 heard have been heard and testimony and evidence for and against  
20 the proposed formation and service charge, if any, were duly  
21 considered.  
22

23  
24 (h) That County staff has determined that this action  
25 is exempt from environmental review under the California  
26 Environmental Quality Act.  
27

28 SECTION 2. The Board of Supervisors of the County of  
29 San Bernardino, acting in its capacity as the governing body of  
30 County Service Area 79, therefore, hereby resolves and orders:  
31

32 (a) That the territory described on Exhibit "A" should  
33 be, and it hereby is, ordered formed into Improvement Zone R-1  
34 with the power to provide road maintenance services therein.  
35

36 (b) That there is hereby established a first year

9/14/93 lw #80

1 service charge of \$1,400 per parcel on real property within the  
2 boundaries of the improvement zone and said charge shall be  
3 collected on the tax bills for the affected properties. Said  
4 first year service charge, unless prepaid by an affected  
5 property owner in the improvement zone, shall be collected on  
6 the tax roll in five installment payments of \$280 each, plus  
7 applicable interest, for five consecutive years, commencing with  
8 fiscal year 1994-95. Subsequent yearly services charges,  
9 commencing in fiscal year 1995-96, shall be established based on  
10 the cost of providing authorized services.

14 (c) That the Clerk of the Board is hereby directed to  
15 certify to the passage of this resolution and to file copies of  
16 same and a map or plat indicating the boundaries of the affected  
17 territory with the County Assessor and the State Board of  
18 Equalization; the Clerk is further directed to request the  
19 recordation of this resolution in the official records of  
20 San Bernardino County and to forward copies of this resolution  
21 and the map or plat to the following: the Registrar of Voters  
22 of the County of San Bernardino, the Surveyor of the County of  
23 San Bernardino, and the Auditor of the County of San Bernardino;  
24 the Clerk is further directed to file an appropriate Notice of  
25 Exemption in connection therewith.

30 (d) That there will be no exchange of property tax  
31 revenue between the affected taxing agencies as the result of  
32 this formation.

34 PASSED AND ADOPTED by the Board of Supervisors of San  
35 Bernardino County, State of California, by the following vote:  
36

9/14/93 lw #80

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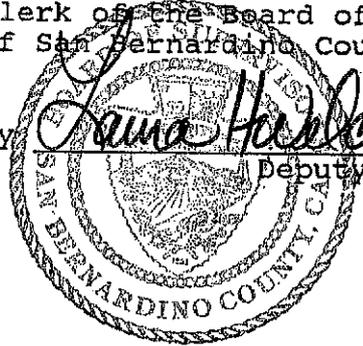
AYES: Supervisors: Turoci, Riordan, Walker, Eaves, Mikel  
NOES: Supervisors: None  
ABSENT: Supervisors: None

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN BERNARDINO )

I, EARLENE SPROAT, Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action as the same appears in the Official Minutes of said Board at its meeting of September 14, 1993.

EARLENE SPROAT  
Clerk of the Board of Supervisors  
of San Bernardino County

BY Jana Hessel  
Deputy



OF THE  
OF THE  
COUNTY COUNSEL  
COUNTY GOVERNMENT CENTER  
385 NORTH ARROWHEAD AVENUE  
SAN BERNARDINO, CA 92415-0140

9/14/93 lw #80

1 RESOLUTION NO. 93268

2 A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
3 THE COUNTY OF SAN BERNARDINO, STATE OF  
4 CALIFORNIA, APPROVING A LOAN TO COUNTY SERVICE  
5 AREA 79, IMPROVEMENT ZONE R-1 (GREEN VALLEY  
6 LAKE), FROM THE COUNTY SERVICE AREA LOAN FUND

7 On Tuesday, September 14, 1993, on motion of Supervisor  
8 Riordan, duly seconded by Supervisor Eaves and  
9 carried, the following resolution is adopted:

10  
11 SECTION 1. The Board of Supervisors of the County of  
12 San Bernardino hereby finds and determines:

13  
14 (a) That California Government Code Section 25210.9c  
15 authorizes this Board to appropriate available funds to a  
16 revolving fund of not more than \$1,000,000, from which loans may  
17 be made to county service areas;

18 (b) That this Board, acting in its capacity as the  
19 governing body of County Service Area 79, Improvement Zone R-1,  
20 ("District") has determined that said District is in need of  
21 funds to carry out the functions for which it was formed, and  
22 has further determined that the loan is for a proper purpose and  
23 that the District will be able to repay said loan within the  
24 time and under the conditions imposed by law and by this  
25 Resolution.

26  
27 SECTION 2. The Board of Supervisors of the County of  
28 San Bernardino, therefore, hereby resolves and orders:

29  
30 (a) That there is hereby authorized a loan to the  
31 District in the amount of \$90,000, with said loan to be made  
32 from the Reserve Fund for Loans to County Service Areas, subject  
33 to the following conditions:

34 (1) The loan may be paid out in increments, as  
35 requested by the District;

36 (2) The loan shall be repaid to said fund not  
later than five (5) years after the date on which the loan

9/14/93 lw #80



MINUTES OF THE BOARD OF SUPERVISORS

MASTER

OF SAN BERNARDINO COUNTY, CALIFORNIA

CSA 79-R-1

August 24, 1993

RECEIVED  
OFFICE OF  
SPECIAL DISTRICTS  
SAN BERNARDINO COUNTY

93 AUG 27 PM 4:47

FROM: VERNON G. KNOUREK, Assistant Administrative Officer  
for Special Districts

SUBJECT: SCHEDULE PUBLIC HEARING TO CONSIDER FORMATION OF  
COUNTY SERVICE AREA 79, IMPROVEMENT ZONE R-1, (GREEN  
VALLEY LAKE) AND ESTABLISHMENT OF A SERVICE CHARGE

RECOMMENDATION: Acting as the governing body of County Service  
Area 79, schedule a public hearing for Tuesday, September 14,  
1993, at 10:00 a.m. to consider formation of County Service  
Area 79, Improvement Zone R-1, with road maintenance powers and  
establishment of a one-time service charge.

BACKGROUND: The Office of Special Districts has conducted an  
advisory survey to determine if the property owners within the  
Green Valley Lake area are in favor of forming a county service  
area improvement zone and paying a one-time service charge to  
construct road improvements. Based on the proposed boundary  
and number of parcels, a one-time charge of \$1,400 per parcel,  
and an estimated \$100 annually, thereafter, would cover the  
cost of paving and maintenance of approximately three-fourths  
mile on Meadow Lane, Cedar Oak Lane, Lone Pine Lane, and Cedar  
Pine Lane in Green Valley Lake.

The results of the survey indicated that of the 71 survey  
letters mailed, 36 responded favorably, 23 were opposed, and  
12 did not respond. The favorable responses represent 61% of  
those who responded.

If the district is formed and the service charge approved,  
property owners will have the opportunity to pay the one-time  
service charge of \$1,400, or may elect to pay the charge in  
five installments, plus interest at the current rate as  
determined by the County Treasurer. If paid in installments,  
the service charge and interest will be collected on the 1994-  
95, 1995-96, 1996-97, 1997-98, and 1998-99 tax rolls.

(continued)

cc: SDD-Knourek  
Co. Counsel-Krahelski  
Assessor-M. Valdez  
File

lw

Action of the Board of Supervisors

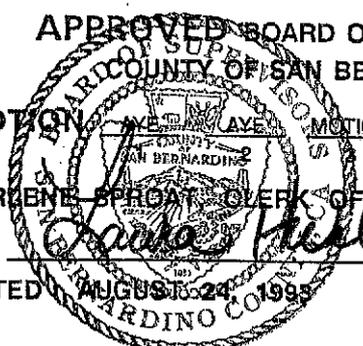
APPROVED BOARD OF SUPERVISORS  
SAN BERNARDINO COUNTY OF SAN BERNARDINO

MOTION AYE NAY AYE NAY MOTION AYE SECOND  
4 5

EARGENE SPRIGGS, CLERK OF THE BOARD

BY

DATED AUGUST 24, 1993



**Board of Supervisors  
SCHEDULE PUBLIC HEARING TO CONSIDER FORMATION OF COUNTY SERVICE  
AREA 79, IMPROVEMENT ZONE R-1, (GREEN VALLEY LAKE) AND  
ESTABLISHMENT OF A SERVICE CHARGE  
August 24, 1993  
Page 2**

**FINANCIAL DATA:** The cost of the paving project, environmental review, and formation will be funded from the one-time service charge of \$1,400 per parcel.

**REVIEW:** This item has been reviewed by County Counsel (L. Thomas Krahelski), and coordinated with the Third Supervisorial District (Steve Watt).