



LAND USE SERVICES DEPARTMENT Planning Division

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www.sbcounty.gov/uploads/LUS/Planning/Applications/MitigationMonitoring.pdf

MITIGATION MONITORING INFORMATION SHEET AND APPLICATION

This application is required when a project has been conditionally approved and, as a Condition of Approval, the County has approved a Mitigation Monitoring Program. The Advance Planning Division staff will verify compliance and effectiveness of the mitigation measures as outlined in the Conditions of Approval and the Mitigation Monitoring Plan.

CHECKLIST OF SUBMITTAL MATERIALS

Please use this checklist as you assemble the materials for the submittal of your Mitigation Monitoring application. County staff will use the checklist to determine whether your application is acceptable for submission. If you have any questions about the items requested or if you wish to obtain information on processing schedules, please call the Application Intake Center at (909) 387-8311.

Section A – Fees/Deposit

1. _____ Check or money order made payable to San Bernardino County in the amount of **\$3,250.00** for the “initial deposit”. (J657)

“Actual Cost Initial Deposit” – The basic review fees for this application are charged on an “actual cost” basis. Your application money is deposited into an account and the reviewing staff records the time spent processing your proposed project. Your account is then charged for the staff time at established hourly rate (\$63 to \$226/hr). If account funds are depleted an additional deposit will be requested. If an additional deposit is required it must be paid to allow staff to continue processing. Any failure to pay the requested deposit will result in termination of the review process. After the review is completed, a minimum deposit balance of \$1000 will be required for condition compliance processing. For more information on fees, please refer to the Land Use and Development Review Fees handout.

Section B - County Documents

2. _____ **One copy** of a completed application form.
3. _____ **One copy** of the Conditions of Approval from an approved Land Use Application.
4. _____ **One copy** of the Mitigation Monitoring Program.
5. _____ **One completed** Financial Responsible Party Information form.

MITIGATION MONITORING PROGRAM APPLICATION

Complete all sections of this form. If you believe that an item does not apply to your project, mark it "N/A." Do not leave any blank spaces.

Section 1 – APPLICATION INFORMATION

Applicant's Name: _____

Address: _____

City: _____ Zip: _____

Phone: _____ FAX #: _____ E-Mail: _____

Engineer/Representative Name: _____

Address: _____

City: _____ Zip: _____

Phone _____ FAX #: _____ E-Mail: _____

Section 2 - PROJECT DESCRIPTION

APN: _____

Approved Project Name: _____

Legal Description: Township: _____ Range: _____ Section: _____

USGS Quad Name: _____ Acreage: _____

Location: Community: _____ Nearest cross street: _____

Street name: _____ Side of street: _____

Section 3 – SIGNATURE

I certify under penalty of perjury that I am the (check one)

- Legal Owner (all individuals must sign as their names appear on the deed to the land), **OR**
- Owner's legal Agent, and that the foregoing is true and correct. (Please submit an authorization letter from legal owners).

Signature Date Signature Date

To be completed by County Staff: Filing Date: _____ Project No.: _____ JCS Project No.: _____

FINANCIALLY RESPONSIBLE PARTY INFORMATION

Please print your responses.

The Financially Responsible Party is the individual or legal entity that will sign the Financially Responsible Party Agreement (attached), which agreement establishes the entity that: is responsible for all permit processing costs associated with the project application; will receive project accounting during the application processing; is responsible for paying for consultants necessary to complete the processing of the project application; is deemed the owner of funds held in the project trust fund; and indemnifies the County for legal challenges to project approval.

Have you ever had a Trust Account with San Bernardino County Land Use Services? Yes No

If yes, what name was used? _____

Financially Responsible Party Name: _____

The Financially Responsible Party is a (choose one): Company/Organization Individual

If Company/Organization, type, i.e. corporation, LLC, partnership: _____

Are you registered with the California Secretary of State? Yes No

If yes, what is your entity number? _____

If Company/Organization, Contact Name: _____

Mailing Address: _____

City State Zip

Home/Business Phone: _____ Cell Phone: _____

Email: _____

What is your preferred method for receiving invoices: Email U.S. Mail

If you are not the Financially Responsible Party, do you have notarized authorization to encumber the Financially Responsible party? Yes No (Please attach a copy of the authorization.)

----- **For Office Use Only** -----

Project Number: _____ Type of Application: _____

Received By: _____ Date: _____

Entered By: _____ Date: _____

FINANCIALLY RESPONSIBLE PARTY AGREEMENT

This Agreement is entered for the benefit of San Bernardino County by and through the San Bernardino County Land Use Services Department (LUSD) by

_____ (Financially Responsible Party) in reference to LUSD application processing costs associated with a Project. [If the Financially Responsible Party is a legal entity (e.g. corporation or partnership), the representative must supply notarized authorization that he/she is approved to financially encumber that legal entity.]

1. The Financially Responsible Party will pay the security deposit required at the time of Project submittal in an amount established by the County Code or by LUSD policy; will pay monthly invoices within twenty-five (25) days from invoice date, subject to LUSD stopping work until payment is received; and agrees to be responsible for payment of all permit processing costs associated with the Project application.
2. If it is deemed necessary by LUSD to utilize consultant services, the Financially Responsible Party will pay a deposit to cover consultant costs prior to execution of the contract with the consultant, with charges against the contract with the consultant to be billed on an hourly basis against the deposit.
3. Financially Responsible Party agrees that all funds deposited in the Project Trust Account will be held by the County in an account under the name of Financially Responsible Party, and that the Financially Responsible Party shall be considered the owner of all funds in said account.
4. Financially Responsible Party agrees that the LUSD is not required to issue any clearances or permits without receipt of full payment of fees, unless waived by the Board of Supervisors, by Board Action.
5. Financially Responsible Party agrees that if there is an outstanding amount on any other LUSD application for which the Financially Responsible Party is the applicant, the depositor, of the Financially Responsible Party, subsequent applications will not be accepted until such amounts are paid.
6. Financially Responsible Party agrees that LUSD may refund any funds remaining in the project trust account at the completion of work to the Financially Responsible Party.
7. The Financially Responsible Party agrees that the person or entity designated as the Financially Responsible Party maintains that designation until the project is completed and all legal challenges to the County's approval have been resolved, or the County is notified, and accepts, a Change of Financial Responsibility form (available on the San Bernardino County LUSD website).
8. Indemnification. In compliance with Development Code §81.01.070, the Financially Responsible Party agrees, to defend, indemnify, and hold harmless the County or its "indemnitees" (herein collectively the County's elected officials, appointed officials (including Planning Commissioners), Zoning Administrator, agents, officers, employees, volunteers, advisory agencies or committees, appeal boards or legislative body) from any claim, action, or proceeding against the County or its indemnitees to attack, set aside, void, or annul an approval of the County by an indemnitee concerning a map or permit or any other action

relating to or arising out of County approval, including the acts, errors or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim, except where such indemnification is prohibited by law. In the alternative, the developer may agree to relinquish such approval.

The Financially Responsible Party shall reimburse the County and its indemnitees for all expenses resulting from such actions, including any court costs and attorney fees, which the County or its indemnitees may be required by a court to pay as a result of such action.

Although the County may, at its sole discretion, participate at its own expense in the defense of any such action, such participation shall not relieve the Financially Responsible Party of their obligations under this condition to reimburse the County or its indemnitees for all such expenses.

This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Financially Responsible Party's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

The Financially Responsible Party agrees that its indemnification obligations under this agreement remain in effect even though a court may order the County to set aside its approvals of the project.

9. In the event of a transfer of project or property, the Financially Responsible Party shall notify the County within two (2) working days, in writing and by telephone as follows:

Land Use Services Department
Attn: Administrative Manager
385 N. Arrowhead Avenue, 1st Floor
San Bernardino, CA 92415-0187
(909) 387-4000

Executed on the _____ day of _____, 20_____

Financially Responsible Party (Please print and sign)