

AGENDA

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

**SAN BERNARDINO CITY COUNCIL CHAMBERS
300 NORTH D STREET, FIRST FLOOR, SAN BERNARDINO**

REGULAR MEETING OF JANUARY 27, 2016

9:00 A.M. – CALL TO ORDER – FLAG SALUTE

ANNOUNCEMENT: Anyone present at the hearing who is involved with any of the changes of organization to be considered and who has made a contribution of more than \$250 in the past twelve (12) months to any member of the Commission will be asked to state for the record the Commission member to whom the contribution has been made and the matter of consideration with which they are involved.

CONSENT ITEMS:

The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time without discussion, unless a request has been received prior to the hearing to discuss the matter.

1. Approval of Minutes for Regular Meeting of December 16, 2015
2. Approval of Executive Officer's Expense Report
3. Ratify Payments as Reconciled for Month of December 2015 and Note Cash Receipts
4. Review and Accept Audit Report for Fiscal Year Ended June 30, 2015

PUBLIC HEARING ITEMS:

5. Consent Items Deferred for Discussion
6. Consideration of: (1) CEQA Statutory Exemption for LAFCO 3197 and (2) LAFCO 3197 – Sphere of influence Amendment for San Bernardino County Fire Protection District (City of San Bernardino area)
7. Consideration of: (1) CEQA Statutory Exemption for LAFCO 3198 and (2) LAFCO 3198 – Reorganization to include Annexations to the San Bernardino Fire Protection District, its Valley Service Zone and Service Zone FP-5

DISCUSSION ITEMS:

8. Mid-Year Budget Review for Fiscal Year 2015-16:
 - Financial Report for Period July 1 through December 31, 2015
 - Authorization of Fund Transfer to Address Increased Revenues and Expenditures due to Increased Proposal Activity

- Acknowledge County Exempt Compensation Plan amendments approved on December 15, 2015 to include a one percent (1.0%) across the board salary increase retroactive to January 9, 2016
- Approve Amendments to Policy and Procedure Manual Section III Human Resources, Chapter 2 Employment to Reflect County Exempt Compensation Plan Changes

INFORMATION ITEMS:

9. Legislative Update Report

10. Executive Officer's Report

11. Commissioner Comments

(This is an opportunity for Commissioners to comment on issues not listed on the agenda, provided that the subject matter is within the jurisdiction of the Commission and that no action may be taken on off-agenda items unless authorized by law.)

12. Comments from the Public

(By Commission policy, the public comment period is limited to five minutes per person for comments related to items under the jurisdiction of LAFCO.)

The Commission may adjourn for lunch from 12:00 to 1:30 p.m. The Commission may take action on any item listed in this Agenda whether or not it is listed For Action. In its deliberations, the Commission may make appropriate changes incidental to the above-listed proposals.

Materials related to an item on this Agenda submitted to the Commission or prepared after distribution of the agenda packet will be available for public inspection in the LAFCO office at 215 N. D St., Suite 204, San Bernardino, during normal business hours, on the LAFCO website at www.sbclafco.org, and at the hearing.

Current law and Commission policy require the publishing of staff reports prior to the public hearing. These reports contain technical findings, comments, and recommendations of staff. The staff recommendation may be accepted or rejected by the Commission after its own analysis and consideration of public testimony.

IF YOU CHALLENGE ANY DECISION REGARDING ANY OF THE ABOVE PROPOSALS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED DURING THE PUBLIC TESTIMONY PERIOD REGARDING THAT PROPOSAL OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE LOCAL AGENCY FORMATION COMMISSION AT, OR PRIOR TO, THE PUBLIC HEARING.

The Political Reform Act requires the disclosure of expenditures for political purposes related to a change of organization or reorganization proposal which has been submitted to the Commission, and contributions in support of or in opposition to such measures, shall be disclosed and reported to the same extent and subject to the same requirements as provided for local initiative measures presented to the electorate (Government Code Section 56700.1). Questions regarding this should be directed to the Fair Political Practices Commission at www.fppc.ca.gov or at 1-866-ASK-FPPC (1-866-275-3772).

A person with a disability may contact the LAFCO office at (909) 388-0480 at least 72-hours before the scheduled meeting to request receipt of an agenda in an alternative format or to request disability-related accommodations, including auxiliary aids or services, in order to participate in the public meeting. Later requests will be accommodated to the extent feasible.

**DRAFT - ACTION MINUTES OF THE - DRAFT
LOCAL AGENCY FORMATION COMMISSION
HEARING OF DECEMBER 16, 2015**

REGULAR MEETING

9:00 A.M.

DECEMBER 16, 2015

PRESENT:

COMMISSIONERS:	Jim Bagley	Larry McCallon
	Kimberly Cox, Vice-Chair	James Ramos
	James Curatalo, Chair	Acquanetta Warren, Alternate
	Steve Farrell, Alternate	Diane Williams
	Robert Lovingood	

STAFF:

Kathleen Rollings-McDonald, Executive Officer
Clark Alsop, LAFCO Legal Counsel
Samuel Martinez, Assistant Executive Officer
Michael Tuerpe, Project Manager
Jeffery Lum, LAFCO Analyst
Rebecca Lowery, Clerk to the Commission
Bob Aldrich, LAFCO Consultant

ABSENT:

COMMISSIONERS: **Janice Rutherford, Alternate** **Sunil Sethi, Alternate**

9:05 A.M. – CALL TO ORDER – FLAG SALUTE

Chairman Curatalo calls the regular session of the Local Agency Formation Commission to order and leads the flag salute.

Chairman Curatalo requests those present who are involved with any of the changes of organization to be considered today by the Commission, and have made a contribution of more than \$250 within the past twelve months to any member of the Commission, to come forward and state for the record their name, the member to whom the contribution has been made, and the matter of consideration with which they are involved. There are none.

(It is noted that Ms. Warren arrives at the dais at 9:06 a.m.)

CONSENT ITEMS – APPROVE STAFF RECOMMENDATION:

The following consent items are expected to be routine and non-controversial and will be acted upon by the Commission at one time without discussion, unless a request has been received prior to the hearing to discuss the matter.

1. Approval of Minutes for Regular Meeting of November 18, 2015

2. Approval of Executive Officer's Expense Report
3. Ratify Payments as Reconciled for Month of November 2015 and Note Cash Receipts
4. Consideration of: (1) CEQA Statutory Exemption for LAFCO SC#402; and (2) LAFCO SC#402 – City of San Bernardino Irrevocable Agreement to Annex for Sewer Service (APN: 0268-291-09 Muscoy)
5. Consideration of Fee Reduction Request by the City of Needles/San Bernardino County Fire Protection District for its Reorganization Proposal to Annex the City of Needles Territory to the San Bernardino County Fire Protection District

LAFCO considered the items listed under its consent calendar, which includes a Visa Justification, the Executive Officer's amended expense report, ratification of payments as reconciled for the month of November, LAFCO SC# 402 and the consideration of fee reduction for the City of Needles. Copies of each report are on file in the LAFCO office and are made part of the record by their reference herein.

Executive Officer Kathleen Rollings-McDonald says that an amended expense report for the Executive Officer has been provided to the Commission.

Chairman Curatalo calls for requests for deferral from Commissioners or staff; there are none.

Commissioner Lovingood moves approval of the consent calendar as revised, second by Commissioner Ramos. There being no opposition, the motion passes unanimously with the following roll call vote: Ayes: Bagley, Cox, Curatalo, Lovingood, McCallon, Ramos, Williams. Noes: None. Abstain: None. Absent: None.

PUBLIC HEARING ITEMS:

ITEM 6. CONSENT ITEMS DEFERRED FOR DISCUSSION

No items deferred for discussion.

DISCUSSION ITEMS:

ITEM 7. CONTINUED FROM THE NOVEMBER 18, 2015 HEARING - PRESENTATION REQUIRED PURSUANT TO POLICY AND PROCEDURE MANUAL SECTION IV- APPLICATION PROCESSING, CHAPTER 1 – PROPOSALS, POLICY 11 –ISLAND ANNEXATION PURSUANT TO GOVERNMENT CODE SECTION 56375.3 -- PROPOSED ANNEXATION TO THE CITY OF RIALTO AND WEST VALLEY WATER DISTRICT OF THE LYTLE CREEK RANCH SPECIFIC PLAN ANTICIPATING THE DEVELOPMENT OF MORE THAN 500 UNITS

Commissioner Curatalo opens the discussion item as required by LAFCO Policy 11 – Island Annexation Pursuant to Government Code Section 56375.3 related to LAFCO 3201

Reorganization to include City of Rialto Annexations et seq. Executive Officer Kathleen Rollings-McDonald presents the staff report for Policy 11 – Island Annexation, a complete copy of which is on file in the LAFCO office and is made a part of the record by its reference here.

Ms. McDonald states that in September 2011, the Commission modified its Island Annexation Policy removing the requirement for a City to initiate the annexation of its islands when considering a major development application. She states that the amendment addressed two changes in circumstances: (1) the passage of SB 89 by the legislature removing the discretionary Motor Vehicle In-lieu fee on a per capita basis made the determination of sustainability for service delivery questionable; and (2) the continuing desire of the Commission to look at these issues on a case-by-case basis. She says that in September 2015, the City of Rialto submitted an application for annexation of two portions of the adopted Lytle Creek Ranch Specific Plan.

Ms. McDonald states that the annexation proposal includes the anticipated development of 3,187 residential units and 235,645 square feet of commercial development and that the specific plan includes areas already a part of the City of Rialto, bringing the total development to 6,260 residential units and 668,732 square feet of commercial development. She says that the development criteria of the island annexation policy have clearly been met requiring the discussion of the unincorporated island areas near the project.

Ms. McDonald states that it is LAFCO staff's position that LAFCO 3201 presents the last opportunity for the Commission to look at requiring the annexation of the North Rialto islands as a companion action. She says that this does not preclude efforts which may be undertaken between the County and City, along with LAFCO support, to address a comprehensive island annexation plan to provide for clarification and realignment of jurisdictions but the incentive may be different. She says that staff has evaluated the revenues available from within these areas for transfer to the City of Rialto and the anticipated cost for provision of service based upon the calculation used in the Plan for Service signed by the City of Rialto for LAFCO 3201.

Ms. McDonald states that San Bernardino County has established policies related to the transfer of ad valorem property tax, generally known as the "share the pain" process. She says that in the transfer, the historic share assigned the City is determined, what would have been the historic allocation of property tax is determined based upon that share, and then the detaching agencies' revenue is subtracted from the historic share of revenue; the remaining amount is then equally split between the City and County General Fund, generally resulting in a loss of percentage share for the annexing City. Ms. McDonald states that in the case of the City of Rialto, the historic share is less than the amount of the detaching agencies at 13.642183%. The detaching agencies have shares which total 21.043441% of property tax revenues. She says that staff has estimated that the total revenues that would be received based upon 2015-16 data is \$201,207 and that according to the County's past practice, compared to a standard annexation, this would be an increase of \$70,762.

Ms. McDonald states that an additional item of significance in considering these islands is a recent judicial decision related to the imposition of special taxes in an island annexation situation. She says that the case, *Citizen's Association of Sunset Beach vs Orange County Local Agency Formation Commission*, determined that the provisions of Prop 218 do not apply to island annexations, and the existing taxes that had been previously authorized by the annexing City

could be extended to the island without a vote. She says that this decision is significant for consideration of island annexations in San Bernardino County as this was not the interpretation prior to the decision in 2011. She says that based upon the calculation of Stan Hoffman and Associates for LAFCO 3201, this represents revenues of approximately \$235,665 annually based upon existing populations in the five islands estimated at 2,250. This would be a substantial source of revenue for the City of Rialto.

Ms. McDonald states that staff's review of the revenues and expenditures shows that there will be a cash balance available to fund reserves and/or capital replacement costs. She states that in the past, the City of Rialto has rejected the Commission's requirement to annex the island areas as their analysis showed a substantial deficit in funding and that this deficit was primarily based on the exclusion of the utility tax; and as outlined in the staff report, that situation has changed.

Ms. McDonald states that based upon the information amassed by staff related to this discussion, it is staff's position that further discussions related the North Rialto Islands in total should be pursued under the provision of Government Code Section 5637.3 in partnership with the County and City of Rialto and that this position has been conveyed to the City of Rialto representatives. Ms. McDonald states that the El Rancho Verde Island does not meet the criteria for expedited annexation and asks the Commission for direction concerning the processing for LAFCO 3201.

Commissioner Bagley comments that the issue is with the utility tax, that cities are responsible for the provision of service to the public, and that LAFCO is charged with ensuring the efficient distribution of these services.

Commissioner Ramos asks for clarification of what caused the change to the issue with the utility tax; Ms. McDonald states that it was a lawsuit over extension of city taxes that determined that the taxes can be extended and that the provisions of Prop 218 do not apply to the island annexation.

Lynn Boshart, member of the public, states her concerns over creating another island in the City and if members of the public can opt out of being in the City. She also asks about the utility users' tax and if staff has conducted an age demographic of the area. She asks if those living in the annexation area would have to connect to the sewer. Ms. McDonald states that no demographic study has been conducted, and that in the in depth discussion, that a plan for service would require, has not been held, as clearly stated in the staff report. She states that no information regarding the annexation of Rancho Verde has been presented to LAFCO and that in the past that area has been against annexing to the City of Rialto; however, Rancho Verde residents will receive notice of the Commission hearing when the proposal is ready to be heard, since they are in the area surrounding the annexation.

Commissioner Bagley gives a summary of how LAFCO is structured.

Commissioner Cox asks where the Rancho Verde area is located. Ms. McDonald points out the area on the map.

Commissioner Farrell asks if it is appropriate to consider the utility tax, since it does have a sunset. Ms. McDonald states that it is the existing tax structure for the City, and the City would

need to address that revenue issue at the time of the sunset.

Rob Steel, Assistant City Administrator, City of Rialto, submits a letter from the City to be made part of the record. He states that the City disagrees with the recommendation to pursue the annexation of the north Rialto islands in conjunction with the Lytle Creek annexation, stating that it will place a financial hardship on the City. He says that the staff report does not take into consideration the cost of providing fire services to the City. He says that the City is willing to move in good faith toward the annexing of the islands, once they are able to conduct their analysis of the project.

Commissioner Cox asks Mr. Steel why it costs more to serve their island residents than those in other parts of the City. Mr. Steel says that the City spends more on services than the revenue it receives in the residential areas.

Commissioner Williams asks what the ad valorem tax rate is; Mr. Steel states that it is a 13.6% tax rate. Ms. McDonald states that is within the Lytle Creek Ranch Annexation through the County's "share the pain" plan, but for the islands, the share increases it to approximately 21%.

Commissioner McCallon states that the discussion on annexing these islands has been going on for 20 years, and how can the Commission rely on the City's good faith word to address this issue. Mr. Steel states that he understands the Commission's concern and that the City wants to ensure that all its residents receive the same level of service without causing fiscal issues for the City.

Commissioner Lovingood asks for clarification of how the City manages to provide service with its current deficit. Mr. Steel states that for new residential developments they require a formation of a Community Facilities District, which charges an annual fee or special tax, to ensure that they at least break even; with existing residents, the City cannot apply that charge. Commissioner Lovingood asks how long that has been in place; Mr. Steel says since 2005.

Commissioner Bagley asks how granting more time can help; Mr. Steel state that there is some mutual interests in the County that require time to acquire. Commissioner Bagley states that it does not make sense for the City not to be the provider of service for these island areas and that there is an opportunity to move forward. Mr. Steel states that the City's government officials would want to be involved in the process and that the City has not conducted any outreach on the annexing of the islands.

Commissioner Ramos states that the item in front of the Commission is that of the Annexation Policy and that no determination regarding the annexation of the Rialto Islands is to be voted on at this time. He says he has concerns regarding the utility tax and asks how far out staff analyzed the finances. Ms. McDonald states that staff projected out a single year.

Commissioner Cox asks who provides water, sewer and trash service to the City. Ms. McDonald says that West Valley Water District, Burrtec (trash) and the City of Rialto (sewers) are the providers.

Commissioner Warren asks if the City has the trunk line for sewer; Mr. Steel states he is not sure where the lines are. Ms. Warren says that connection to sewer lines can be costly to the

residents.

Commissioner Farrell asks about the percent of fire costs not included in the financial information; Mr. Steel says that the costs are high since they have to compensate the County for shared services. Mr. Farrell asks that finances regarding fire provision be clarified if the annexation is proposed in the future. Ms. McDonald states that information came from the Fiscal Impact Analysis for LAFCO 3201, which is listed at \$149.91 per unit.

(It is noted that Commissioner Lovingood leaves the dais at 10:01 a.m.)

Jane Hunt, member of Save Lytle Creek Wash, states that she supports the residents of the El Rancho Verde area and asks for clarification of the Lytle Creek Ranch Specific Plan. Ms. McDonald states that Ms. Hunt is not impacted by LAFCO 3201 and that the notation regarding the Lytle Creek Ranch Specific Plan is related to the Commission's Annexation Policy for discussion on island annexations and not an action item for consideration.

(It is noted that Commissioner Lovingood returns to the dais at 10:05 a.m.)

Commissioner Cox states that more discussion needs to be held between staff, the City and the County and that staff should move forward in addressing the Rialto Islands. Ms. McDonald states that LAFCO 3201 will continue to be processed and that currently staff is waiting for the required property tax transfer resolutions from the City and the County to be completed, so that it can be heard by the Commission.

Chairman Curatalo asks if staff will present information regarding the annexation of the islands at the time that the staff report for LAFCO 3201 is heard by the Commission. Ms. McDonald states that if the Commission directs staff to prepare and present that information, it will be presented at that time.

Commissioner Bagley states that the Commission has an obligation to protect the public and that the Commission has an opportunity to improve the municipal services. He is in agreement with staff continuing the discussions to annex the islands.

Commissioner Lovingood asks if there will be a definitive time limit for the completion of the island annexation discussions. Ms. McDonald states that prior to the Commission's hearing of 3201 would be a logical time.

Commissioner Bagley modifies the recommendation to include the discussion of the annexation of the Rialto Islands at the time LAFCO 3201 is heard.

Chairman Curatalo calls for further comments. There being none, he closes the discussion.

Commissioner Bagley moves approval of the modified recommendation, second by Commissioner Cox. There being no opposition, the motion passes unanimously with the following roll call vote: Ayes: Bagley, Cox, Curatalo, Lovingood, McCallon, Ramos, Williams. Noes: None. Abstain: None. Absent: None.

(It is noted that Commissioners Warren and Ramos leave the dais at 10:15 a.m.)

ITEM 8. WORKSHOP: OUTLINE OF ISSUES RELATED TO COMMISSION CONSIDERATION OF LAFCO 3197/3198 – CITY OF SAN BERNARDINO FIRE REORGANIZATION WITH THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND LAFCO 3199/3200 TWENTYNINE PALMS FIRE REORGANIZATION WITH THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

Executive Officer Kathleen Rollings-McDonald presents the staff report for the workshop, a complete copy of which is on file in the LAFCO office and is made a part of the record by its reference here.

Ms. McDonald states that staff has placed this workshop on the agenda to review the issues related to the City of San Bernardino and the Twentynine Palms Water District. She states that the proposals as presented represent a good government approach to providing a continuing and sustainable fire protection and emergency response service. She states that LAFCO is responsible for addressing the details to assure a smooth transition,, to assure that the constituents understand the ramifications and that staff has done their best at due diligence for these proposals.

Ms. McDonald states for notices, Legal Counsel has directed that individual notice be provided to landowners and registered voters for both the Commission and Protest hearings. This means that approximately 44,000 notices will be mailed for each of the hearings for the San Bernardino proposal and approximately 15,500 notices for each of the hearings for the Twentynine Palms proposal. She states that based on that information, staff has requested the Commission's concurrence in changing the January hearing date to the 27th with the notices being mailed on January 4th. She states that the concurrence has been received and staff is recommending that the Commission officially change the hearing date by ratification.

Ms. McDonald reviews the County fire area maps for the San Bernardino Proposal and for the Twentynine Palms Proposal on the overhead.

(It is noted that Commissioner Ramos returns to the dais at 10:19 a.m.)

Ms. McDonald states that the primary issues for San Bernardino are regarding the property tax transfer, the Plan for Service and Fiscal Impact Analysis. She says that a substantial portion of the property tax pledged to provide for the ongoing delivery of service is derived from the swap of Motor Vehicle In-Lieu fee for property tax which a fire protection district is not statutorily authorized to receive. She says that a condition of approval will be developed to transfer these funds in perpetuity and that the discussions are on-going.

Ms. McDonald states that the Plan for Service and the Fiscal Impact Analysis are currently being updated to reflect the information required by LAFCO staff and include the transfer of equipment funded by the San Manual Tribe of Mission Indians, the Community Facilities District funding the Verdemont Fire Station, and a question of the transfer of ownership of that station as it is function of lease back financing with the California Infrastructure and Economic Development Bank. She states that in addition, a new issue has been brought to staff attention regarding Inland Valley

Development Agency. She states that this proposal will be heard in January.

Ms. McDonald states that for Twentynine Palms the primary issue to be resolved is that of the unfunded PERS pension liability. She states that it has been determined that the estimated liability is \$3,000,000. She states that this proposal will be heard in February.

Ms. McDonald states that staff continues to work with all parties in the discussion to resolve the issues that have been presented, and that the purpose of the workshop is to outline these issues and to hear from the members of the Commission on additional questions it requires staff to address in its reports on these proposals.

Commissioner Cox asks what the Inland Valley Development Agency is; Ms. McDonald states that it is a redevelopment agency that was created by the legislature to address the closure of Norton Air Force Base with a board made up of the Cities of San Bernardino, Loma Linda, Colton, and the County of San Bernardino.

Commissioner Cox asks what the significance of the July 1 target date is for the proposals to be completed; to which Ms. McDonald states that it is when the 16/17 budgets are adopted and that the special tax information, based on those budgets, must be given to the tax collector by August 8, the financial information and plan must be in place by then.

Commissioner Cox asks if the City of Needles has the same time line; Ms. McDonald states that the City of Needles has a contract with the County Fire District as does the City of Hesperia; there will be no transfer of employees or unfunded liability issues with these proposals so there may be some latitude.

Commissioner Bagley states that he has familiarity with the financial issues related to the fire service in Twentynine Palms. He asks how the Marine Corp base will be addressed in the reorganization; Ms. McDonald states that except for the area that is in the City boundary, the Marine Corps Base is within the Fire District's boundary, so if a closure were to happen, the transfer of fire services would be simple.

Commissioner Bagley states that it is important to look at these reorganizations on a long range basis and try to plan for what may happen. He asks for clarification to the comment of the pension hold ability; to which Ms. McDonald responds that there are several ways, under PERS, in which this can be done, either termination, or the placement of the contract in inactive status; this allows for a payment schedule rather than a lump sum for the pension liabilities. Ms. McDonald states that the details will be reviewed once staff has received a plan and other information from the City of Twentynine Palms related to their obligation in the process. Commissioner Bagley says that it is his opinion that the issue of unfunded liabilities and existing debt needs to be addressed for all reorganizations that come before the Commission.

Ms. McDonald states that staff continues to move forward and continues to try to educate the public on the issues at hand, help them to understand that it is about ensuring that fire protection continues to be provided to the residents of the cities and districts and that the service remains sustainable.

Commissioner Ramos states that staff is working with all the parties toward an agreeable solution to the issues of fire reorganization. He asks for clarification of the hearing dates; Ms. McDonald states that the San Bernardino Reorganization will be heard on January 27th and Twentynine Palms will be heard in February.

Chairman Curatalo calls for comments. There are none.

Commissioner Ramos moves approval of staff recommendations, second by Commissioner Lovingood. There being no opposition, the motion passes unanimously with the following roll call vote: Ayes: Bagley, Cox, Curatalo, Lovingood, McCallon, Ramos, Williams. Noes: None. Abstain: None. Absent: None.

INFORMATION ITEMS:

ITEM 9 LEGISLATIVE UPDATE REPORT

Executive Officer Kathleen Rollings-McDonald provides an oral legislative report update and states that she attended the CALAFCO Legislative Committee Meeting in Sacramento on December 11. Ms. McDonald states that CALAFCO will be sponsoring a single bill this year that will address JPAs; she states that CALAFCO will continue to monitor the fallout of the signing of SB 88 and the new issues regarding water service consolidations as well.

(It is noted that Commissioner Lovingood leaves the dais at 10:50 a.m.)

Ms. McDonald states that CALAFCO will work with the stakeholders of the water agencies on these water issues, but will not be taking the lead. She states that she will continue to be involved with the Legislative Committee but does not plan on taking the lead on any legislative projects at this time.

ITEM 10 EXECUTIVE OFFICER'S ORAL REPORT:

Executive Officer Kathleen Rollings-McDonald states that Kathleen Tiegs, from Cucamonga Valley Water District is the new President of ACWA. She also states that the Commission's Hearing Calendar will be very busy and lists the items that are forthcoming in the New Year and wishes the Commission happy holidays. She introduces new staff member, Jeffrey Lum, LAFCO Analyst, to the Commission.

Commissioner Cox welcomes Mr. Martinez back from his absence and wishes him well and asks that the Commission adjourn today's hearing in memory of the victims of the terrorist attack on December 2, 2016. She states her concern over the current location of the LAFCO staff office and asks for an update on the move from the current office to a new space. Ms. McDonald states that staff is continuing its negotiations with SANBAG to secure space in the historic Harvey House and that more information will be presented to the Commission once it is available.

Ms. McDonald states that the Commission's second training event regarding how to improve

public participation will be held on January 13, 2016 at the Mojave Water Agency.

ITEM 11 COMMENTS FROM THE PUBLIC

Stephen Rogers, member of the public, states that he has concerns regarding the project that the Commission is currently reviewing. He states that in Mentone, where he lives, there are also unique issues to be addressed. He states that he has concerns over the projects that are possibly pending in Mentone and perhaps there is a better way to go forward.

ITEM 12 COMMISSIONER COMMENTS

Chairman Curatalo states that the tragic events that occurred in the City of San Bernardino were horrific, but that the effective, high level of performance that was shown by the fire, police, medical emergency departments, and others is a direct result of communication and vigilant training and we should be very proud of them.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION THE HEARING IS ADJOURNED IN MEMORY OF THE VICTIMS OF THE TERRORIST ATTACK IN THE CITY OF SAN BERNARDINO ON DECEMBER 2, 2015 AT 11:08 A.M.

ATTEST:

REBECCA LOWERY
Clerk to the Commission

LOCAL AGENCY FORMATION COMMISSION

JAMES CURATALO, Chairman

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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DATE: JANUARY 19, 2016

FROM: KATHLEEN ROLLINGS-McDONALD, Executive Officer

TO: LOCAL AGENCY FORMATION COMMISSION

**SUBJECT: AGENDA ITEM #2 – APPROVAL OF EXECUTIVE OFFICER’S
EXPENSE REPORT**

RECOMMENDATION:

Approve the Executive Officer’s Expense Report for Procurement Card Purchases and expense claim for December 2015 as presented.

BACKGROUND INFORMATION:

The Commission participates in the County of San Bernardino’s Procurement Card Program to supply the Executive Officer a credit card to provide for payment of routine official costs of Commission activities as authorized by LAFCO Policy and Procedure Manual Section II – Accounting and Financial Policies #3(H). Staff has prepared an itemized report of purchases that covers the billing period of November 23, 2015 through December 22, 2015.

It is recommended that the Commission approve the Executive Officer’s expense report as shown on the attachment.

KRM/rc1

Attachment



COUNTY OF SAN BERNARDINO
PROCUREMENT CARD PROGRAM

Page 1 of 1

MONTHLY PROCUREMENT CARD PURCHASE REPORT

Card Number [REDACTED]	Cardholder Kathleen Rollings-McDonald	Billing Period 11/23/15 to 12/22/15
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Date	Vendor Name	Receipt/ Invoice No.	Item Description	Purpose	\$ Amount	Reconciled (R) Disputed (D)	Sales Tax Included on invoice (Yes or No)
11-27	Applebee's	1	Dinner – Rollings-McDonald	Twentynine Palms Water District Meeting	34.43	R	N
11-27	Thomas West	2	Monthly Payment	Law Library Updates	178.42	R	N
12-2	Southwest Airlines	3	Air Fare – Rollings-McDonald	CALAFCO Legislative Committee Meeting	360.46	R	Y
12-9	Edchadas Mexican Restaurant	4	Dinner – Rollings-McDonald, Aldrich	Twentynine Palms Water District Meeting	29.00	R	N
12-9	Advanced Copy Systems	5	Monthly Payment	Sharp Photo Copier	453.57	R	Y
12-10	Storetrieve	6	Monthly Payment	Records Storage and Maintenance	49.03	R	N
12-10	Verizon	7	Payment	Phone line for alarm and fax	52.43	R	N
12-11	Ontario Carls Jr.	8	Lunch – Rollings-McDonald	CALAFCO Legislative Committee Meeting	13.17	R	Y
12-14	Sitoa Long Island	9	Cab Fare – Rollings McDonald	CALAFCO Legislative Committee Meeting	37.50	R	N
12-14	Park N Fly	10	Parking – Rollings-McDonald	CALAFCO Legislative Committee Meeting	20.50	R	N
12-14	Embassy Suites	11	Hotel – Rollings-McDonald	CALAFCO Legislative Committee Meeting	259.06	R	Y
12-16	Advanced Copy Systems	12	Monthly Payment	Sharp Photo Copier	453.57	R	Y
12-17	Thomas West	13	Monthly Payment	Law Library Updates	178.42	R	N
12-21	ASPA	14	Membership Renewal - Tuerpe	American Society for Public Administration	100.00	R	N
12-21	Storetrieve	15	Monthly Payment	Records Storage and Maintenance	49.03	R	N

The undersigned, under penalty of perjury, states the above information to be true and correct. If an unauthorized purchase has been made, the undersigned authorizes the County Auditor/Controller-Recorder to withhold the appropriate amount from their payroll check after 15 days from the receipt of the cardholder's Statement of Account.

Cardholder (Print & Sign) Kathleen Rollings-McDonald	Date 1/19/16
--	------------------------

Approving Official (Print & Sign) James Curatalo, Chairman	Date 1/27/16
--	------------------------

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

215 North "D" Street, Suite 204, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 885-8170
E-mail: lafco@lafco.sbcounty.gov
www.sbclafco.org

DATE : JANUARY 19, 2016

FROM: KATHLEEN ROLLINGS-McDONALD, Executive Officer

TO: LOCAL AGENCY FORMATION COMMISSION

**SUBJECT: AGENDA ITEM #3 - RATIFY PAYMENTS AS RECONCILED FOR
MONTH OF DECEMBER 2015 AND NOTE REVENUE RECEIPTS**

RECOMMENDATION:

Ratify payments as reconciled for the month of December 2015 and note revenue receipts for the same period.

BACKGROUND INFORMATION:

Staff has prepared a reconciliation of warrants issued for payments to various vendors, internal transfers for payments to County Departments, cash receipts and internal transfers for payments of deposits or other charges that cover the period of November 1, 2015 through November 30, 2015.

Staff is recommending that the Commission ratify the payments for December 2015 outlined on the attached listings and note the revenues received.

KRM/rci

Attachment

MONTHLY RECONCILIATION OF PAYMENTS

MONTH OF DECEMBER 2015 PAYMENTS PROCESSED					
VOUCHER DOCUMENT ID	ACCOUNT	NAME	WARRANT NUMBER	WARRANT DATE	AMOUNT
PV8908471	2400	BEST BEST & KRIEGER	3264680	12/15/15	\$ 2,343.97
PV8908472	2305	DAISY WHEEL RIBBON CO INC	3264692	12/15/15	\$ 885.17
PV8908473	2445	ROBERT J ALDRICH	3264727	12/15/15	\$ 3,600.00
PV8908474	2444	MJS ALARM CORP	3264716	12/15/15	\$ 102.00
PV8908475	2905	INLAND EMPIRE PROPERTIES	3264751	12/15/15	\$ 4,353.41
PV8908476	2085	DAILY JOURNAL	8760381	12/15/15	\$ 3,000.40
PV8908477	2445/2940	JIM BAGLEY	8760416	12/15/15	\$ 303.40
PV8908478	2445/2940	KIMBERLY COX	8760420	12/15/15	\$ 262.10
PV8908479	2445/2940	JAMES V CURATALO	8760413	12/15/15	\$ 228.75
PV8908480	2445/2940	STEVEN FARRELL	8760583	12/15/15	\$ 218.98
PV890848101	2445	JAMES C RAMOS	8760414	12/15/15	\$ 200.00
PV890848102	2445	LARRY MCCALLON	8760437	12/15/15	\$ 200.00
PV8908482	2445/2940	ACQUANETTA WARREN	8760340	12/15/15	\$ 218.40
PV8908483	2445/2940	DIANE WILLIAMS	8760389	12/15/15	\$ 229.90
TOTAL					\$ 16,146.48
MONTH OF DECEMBER 2015 INTERNAL TRANSFERS PROCESSED					
JVIB 05072037D	2037	NOVEMBER 2015 PHONE		12/8/2015	\$ 213.01
JV890RT09094	2040	FUND CORRECTION - 2040/2080		12/22/2015	\$ 3,990.82
JVATXRT08233	2308	CAL-CARD PAYMENT - NOVEMBER		12/10/2015	\$ 1,472.03
JVPURRT08300	2310	1ST CLASS - MAIL		12/15/2015	\$ 1.25
JVPURRT08302	2310	1ST CLASS PRESORT- MAIL		12/15/2015	\$ 257.37
JVPURRT08315	2310	INTER-OFFICE MAIL		12/15/2015	\$ 151.20
JVPURRT08317	2310	PACKAGING - MAIL		12/15/2015	\$ 432.85
JVPURRT08319	2310	PACKAGING - MAIL		12/15/2015	\$ 5.85
JVPURRT08321	2310	PRESORT FLATS - MAIL		12/15/2015	\$ 44.12
JVIB 05072410AB	2410	NOVEMBER 2015 DATA PROC		12/8/2015	\$ 2.04
JVIB 05072410AF	2410	NOVEMBER 2015 DATA PROC		12/8/2015	\$ 166.12
JVIB 05072410E	2410	NOVEMBER 2015 DATA PROC		12/8/2015	\$ 48.40
JVIB 05072410P	2410	NOVEMBER 2015 DATA PROC		12/8/2015	\$ 151.94
JVIB 05072410T	2410	NOVEMBER 2015 DATA PROC		12/8/2015	\$ 59.17
JVIB 05072410X	2410	NOVEMBER 2015 DATA PROC		12/8/2015	\$ 168.14
JVIB 05072420J	2420	NOVEMBER 2015 ISD OTHER IT SERVICES		12/8/2015	\$ 58.44
JVIB 05072421D	2421	NOVEMBER 2015 ISD DIRECT		12/8/2015	\$ 818.01
JV890RT09093	2424	NOE FOR LAFCO SC 402		12/22/2015	\$ 50.00
JVATXRT08062	2445	2015 THIRD QUARTER PAYROLL FEE		12/9/2015	\$ 992.25
JV890RT08061	2445	ROV FEES - LAFCO 3201		12/9/2015	\$ 1,255.59
JV890RT08061	2445	ROV FEES - LAFCO SC 400		12/9/2015	\$ 179.37
JV890RT08061	2445	ROV FEES - LAFCO 3191		12/9/2015	\$ 179.37
JV890RT08061	2445	ROV FEES - LAFCO SC 402		12/9/2015	\$ 179.37
JVIB 05072460B	2460	COUNTY GEOGRAPHIC SUBSCRIPTION (STREET NETWORK, GOOGLE EARTH)		12/9/2015	\$ 13,500.00
TOTAL					\$ 24,376.71

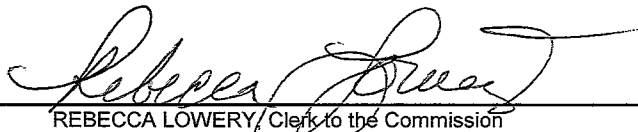
MONTHLY RECONCILIATION OF PAYMENTS

MONTH OF DECEMBER 2015 CASH RECEIPTS

DEPOSIT DOCUMENT ID	ACCOUNT	DESCRIPTION		DEPOSIT DATE	AMOUNT
CR890A07181	9545	INDIVIDUAL NOTICE		12/15/2015	\$ 1,000.00
CR890A07181	9555	LEGAL		12/15/2015	\$ 1,150.00
CR890A07181	9660	ENVIRONMENTAL		12/15/2015	\$ 750.00
CR890A07181	9800	LAFCO FEES		12/15/2015	\$ 27,500.00
CR890A06728	9800	LAFCO FEES		12/8/2015	\$ 1,500.00
CR890A06728	9655	GIMS FEES		12/8/2015	\$ 570.00
TOTAL					\$ 32,470.00

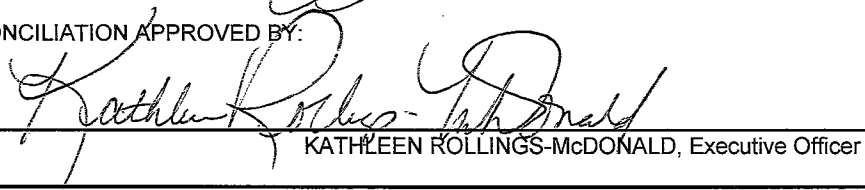
MONTH OF DECEMBER 2015 INTERNAL TRANSFERS RECEIVED

TRANSFER DOCUMENT ID	ACCOUNT	NAME		TRANSFER DATE	AMOUNT
JV610RT08971	9545	LAFCO FEE-NEEDLES SPHERE		12/21/2015	\$ 1,000.00
JV610RT08971	9555	LAFCO FEE-NEEDLES SPHERE		12/21/2015	\$ 1,150.00
JV610RT08971	9660	LAFCO FEE-NEEDLES SPHERE		12/21/2015	\$ 750.00
JV610RT08971	9800	LAFCO FEE-NEEDLES SPHERE		12/21/2015	\$ 5,000.00
JV610RT08971	9800	LAFCO FEE-NEEDLES SPHERE		12/21/2015	\$ 7,500.00
JVBDFRT08412	9930	RSG SENSITIVITY ANALYSIS		12/15/2015	\$ 8,468.75
TOTAL					\$ 23,868.75


 REBECCA LOWERY, Clerk to the Commission

1/19/2016
 DATE

RECONCILIATION APPROVED BY:


 KATHLEEN ROLLINGS-McDONALD, Executive Officer

1/19/2016
 DATE

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

215 North D Street, Suite 204, San Bernardino, CA 92415-0490

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DATE: JANUARY 20, 2016

FROM: MICHAEL TUERPE, Project Manager



TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: Agenda Item #4: Review and Accept Audit Report for Fiscal Year Ended June 30, 2015

RECOMMENDATION:

Staff recommends that the Commission receive and file the materials submitted by White Nelson Diehl Evans LLP related to the Commission's audit for Fiscal Year 2014-15.

BACKGROUND:

The public accounting firm of White Nelson Diehl Evans LLP has conducted the annual audit for the period of July 1, 2014 through June 30, 2015 (copy attached to this staff report). The auditor has independently verified the financial statements prepared by LAFCO staff, outlined its professional responsibilities and findings, and disclosed its compliance with current *Government Auditing Standards*. During the audit process, the auditor did not identify any deficiencies in internal controls.

GASB 68 and GASB 71

The financial statements typically consist of two parts – management's discussion and analysis, and the basic financial statements. Absent from this year's audit is the Management Discussion and Analysis (MD&A) prepared by LAFCO staff. This is the first year for implementation of GASB 68 (Accounting and Financial Reporting for Pensions) and GASB 71 (Pension Transition for Contributions Made Subsequent to the Measurement Date). Being so, the statements include new information and are in a different format. Therefore, the purpose of the MD&A, comparison to the prior year, cannot be shown. Upon the recommendation of the auditors, the MD&A is not provided for this audit but will resume in subsequent audits.

Information regarding the Commission's net pension liability is included in the Statement of Net Position per GASB 68. The San Bernardino County Employees' Retirement Association's ("SBCERA") actuary has estimated the Commission's proportionate share of the net pension liability as of the June 30, 2014 measurement date to be \$584,731. This preliminary information can be found in Note 9 on page 25 of the financial statements.

Due to the implementation of GASB 68 and GASB 71(which now includes Net Pension Liability and associated items called Deferred Outflows and Deferred Inflows), reporting of the net pension liability is in the financial statements and is applied retroactively by restating the net position as of the beginning of the fiscal year. The implementation of GASB 68 and GASB 71 resulted in reducing net position in the statement of activities (page 5) by \$495,275 as of July 1, 2014. The reduction is calculated as follows:

Prior Year Net Pension Liability	(\$581,103)
<u>Contributions made to the pension during FY 2013-14</u>	<u>\$ 85,828</u>
Reduction of Net Position as of July 1, 2014	(\$495,275)

2014-15 Financial Statements

The basic financial statements provide both short-term and long-term information about the Commission's overall financial status, include additional budgetary information, and include notes that explain some of the information presented. The auditor did not identify any deficiencies in internal controls. The financial statements show positive changes in net position of \$14,763 and fund balance of \$33,613. Some of the significant reasons for the changes in the revenues and expenses of the Commission's governmental activities are outlined as follows:

- Revenues
 - Proposal activity and related charges were essentially the same as prior year.
 - Apportionment contributions remained steady during the period due to the Commission's determination to maintain overall costs.
 - Unassigned Carryover from the prior year was roughly \$26,600 more than received in FY 2013-14.
- Expenditures
 - Salaries and Benefits experienced increased expenditures due to increased retirement contributions, one-time incentive bonus, and scheduled step increases.
 - Services and Supplies experienced increased expenditures due to:
 - Increased County Information Services Department charges, and
 - The relocation of the County's Workforce Development Department from 215 North "D" Street and the need to retain communications at the current level.
- Overall, Net Position Ending continues to show movement in a positive direction.

LAFCO staff does not have issues or concerns with the financial statements or audit letters provided by the auditors. Therefore, an auditor representative was not requested to be present at the hearing. Should you have any questions, LAFCO staff would be glad to answer them prior to or at the hearing.

MT/

Attachment

WHITE NELSON DIEHL EVANS LLP
Certified Public Accountants & Consultants

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

The Commission Members
Local Agency Formation Commission
for San Bernardino County
San Bernardino, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the General Fund of Local Agency Formation Commission for San Bernardino County (the "Commission"), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated January 6, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

White Nelson Dick Evans LLP

Irvine, California
January 6, 2016

WHITE NELSON DIEHL EVANS LLP
Certified Public Accountants & Consultants

To the Commission Members of the
Local Agency Formation Commission
for San Bernardino County

We have audited the financial statements of the Local Agency Formation Commission for the County of San Bernardino (the Commission) for the year ended June 30, 2015, and have issued our report thereon dated January 6, 2016. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 4, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Commission are described in Note 1 to the financial statements. As discussed in Notes 1d and 11 to the basic financial statements, the Commission adopted Governmental Accounting Standards Board's Statement No. 68 - "*Accounting and Financial Reporting for Pensions, an amendment of GASB Statement No. 27*", and Statement No. 71 - "*Pension Transition for Contributions Made Subsequent to the Measurement Date, an Amendment of GASB Statement No. 68*". These Statements establish standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit pension plans, these Statements identify the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. The adoption of these standards required retrospective application resulting in a \$495,275 reduction of previously reported net position. We noted no transactions entered into by the Commission during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the Commission's financial statements were:

- a. Management's estimate of the fair market value of investments which is based on market values provided by outside sources.
- b. The estimated useful lives of capital assets for depreciation purposes which are based on industry standards.
- c. The annual required contribution for the Pension Plan was prepared by an outside consultant.
- d. The calculation of net pension liability and related deferred outflows of resources and deferred inflows of resources are based on an actuarial valuation provided by SBCERA.

We evaluated the key factors and assumptions used to develop these estimates in determining that they were reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was reported in Note 9 to the financial statements regarding the actuarial liability for the Commission's Pension Plan, and Note 11 regarding the restatement of prior year financial statements due to the implementation of GASB Numbers 68 and 71.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has determined that the effects of passed adjustments are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, the attached "adjusting journal entries report" summarizes misstatements of the financial statements that have been corrected by management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 6, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Commission's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Commission's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matter

We applied certain limited procedures to management's discussion and analysis, the schedule of proportionate share of the net pension liability, and the schedule of contributions - defined benefit pension plans, which are required supplementary information (RSI) that supplements the financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of the Commission Members and management of the Commission and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Irvine, California
January 6, 2016

**LOCAL AGENCY FORMATION COMMISSION
FOR SAN BERNARDINO COUNTY**

FINANCIAL STATEMENTS

**WITH REPORT ON AUDIT
BY INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANTS**

FOR THE YEAR ENDED JUNE 30, 2015

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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For the year ended June 30, 2015

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WHITE NELSON DIEHL EVANS LLP
Certified Public Accountants & Consultants

INDEPENDENT AUDITORS' REPORT

To the Members of the Commission
Local Agency Formation Commission
for San Bernardino County
San Bernardino, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and General Fund of the Local Agency Formation Commission for San Bernardino County (the Commission) as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these basic 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 standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the Commission's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the General Fund of the Commission, as of June 30, 2015, and the respective changes in financial position thereof, and the budgetary comparison of the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Notes 1d and 11 to the financial statements, the Commission implemented Governmental Accounting Standards Board's Statement No. 68 - "*Accounting and Financial Reporting for Pensions, an amendment of GASB Statement No. 27*", and Statement No. 71 - "*Pension Transition for Contributions Made Subsequent to the Measurement Date, an Amendment of GASB Statement No. 68*". The adoption of these standards required retrospective application resulting in a \$495,275 reduction of previously reported net position. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of proportionate share of the net pension liability and the schedule of contributions - defined benefit pension plan, identified as required supplementary information (RSI) in the accompanying table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during the audit of the basic financial statements. We do not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 6, 2016, on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over financial reporting and compliance.

White Nelson Nick Evans LLP

Irvine, California
January 6, 2016

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

STATEMENT OF NET POSITION

June 30, 2015

	<u>Governmental Activities</u>
ASSETS:	
Cash and investments	\$ 759,008
Due from other governments	9,615
Capital assets, net of accumulated depreciation	<u>3,511</u>
 TOTAL ASSETS	 <u>772,134</u>
DEFERRED OUTFLOWS OF RESOURCES:	
Deferred amounts from pension plan	<u>370,080</u>
LIABILITIES:	
Accounts payable	11,439
Other accrued liabilities	26,051
Unearned revenues	53,723
Compensated absences:	
Due within one year	24,246
Due in more than one year	56,575
Net pension liability	<u>584,731</u>
 TOTAL LIABILITIES	 <u>756,765</u>
DEFERRED INFLOWS OF RESOURCES:	
Deferred amounts from pension plan	<u>290,495</u>
NET POSITION:	
Net investment in capital assets	3,511
Unrestricted	<u>91,443</u>
 TOTAL NET POSITION	 <u><u>\$ 94,954</u></u>

See accompanying notes to basic financial statements.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

STATEMENT OF ACTIVITIES

For the year ended June 30, 2015

Functions/programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Governmental activities:					
General government	\$ 993,822	\$ 139,477	\$ 864,821	\$ -	\$ 10,476
Total governmental activities	<u>\$ 993,822</u>	<u>\$ 139,477</u>	<u>\$ 864,821</u>	<u>\$ -</u>	10,476
General revenues:					
Investment income					<u>4,287</u>
Change in net position					14,763
Net Position - Beginning of Year, as Restated					<u>80,191</u>
Net Position - End of Year					<u>\$ 94,954</u>

See accompanying notes to basic financial statements.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

BALANCE SHEET
GOVERNMENTAL FUND

June 30, 2015

	<u>General Fund</u>
ASSETS	
Cash and investments	\$ 759,008
Due from other governments	<u>9,615</u>
TOTAL ASSETS	<u><u>\$ 768,623</u></u>
LIABILITIES AND FUND BALANCE	
LIABILITIES:	
Accounts payable	\$ 11,439
Salaries and benefits payable	26,051
Unearned revenues	<u>53,723</u>
TOTAL LIABILITIES	<u>91,213</u>
FUND BALANCE:	
Committed for:	
Compensated absences	72,897
Net pension liability reserve	56,432
Assigned for:	
Litigation reserve	300,000
Unassigned	<u>248,081</u>
TOTAL FUND BALANCE	<u>677,410</u>
TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$ 768,623</u></u>

See accompanying notes to basic financial statements.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET
TO THE STATEMENT OF NET POSITION

June 30, 2015

Fund balance for the governmental fund	\$ 677,410
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Amounts reported for governmental activities in the Statement of
Net Position are different because:

Capital assets and accumulated depreciation, have not been
included as financial resources in governmental fund activity:

Capital assets	\$ 8,192	
Accumulated depreciation	<u>(4,681)</u>	3,511

Pension related deferred outflows of resources, net of accumulated amortization,
have not been reported in the governmental funds:

Employer contributions subsequent to the measurement date	\$ 122,480	
Changes in actuarial assumptions	94,939	
Changes in proportion and differences between employer contributions and the proportionate share of contributions	<u>152,661</u>	370,080

Long-term liabilities are not available to pay for current-period expenditures and,
therefore, are not reported in the governmental funds. Long-term liabilities
consist of the following:

Net pension liability		(584,731)
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Pension related deferred inflows of resources, net of accumulated amortization, have
not been reported in the governmental funds:

Differences in expected and actual experience	\$ (111,404)	
Difference in projected and actual earnings on investments	<u>(179,091)</u>	(290,495)

Accrued compensated absences that have not been included
in the governmental fund activity.

<u>(80,821)</u>

Net position of governmental activities	<u><u>\$ 94,954</u></u>
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See accompanying notes to basic financial statements.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND

For the year ended June 30, 2015

	<u>General Fund</u>
REVENUES:	
Intergovernmental	\$ 864,821
Charges for services	139,477
Investment income	<u>4,287</u>
 TOTAL REVENUES	 1,008,585
 EXPENDITURES:	
Current:	
General government	<u>974,972</u>
 NET CHANGE IN FUND BALANCE	 33,613
 FUND BALANCE - BEGINNING OF YEAR	 <u>643,797</u>
 FUND BALANCE - END OF YEAR	 <u><u>\$ 677,410</u></u>

See accompanying notes to basic financial statements.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
TO THE STATEMENT OF ACTIVITIES

For the year ended June 30, 2015

Net change in fund balance - total governmental fund \$ 33,613

Amounts reported for governmental activities in the Statement of
Activities are different because:

The governmental fund reports capital outlay as expenditures.

However in the Statement of Activities, the cost of those assets
is allocated over their estimated useful lives as depreciation
expense. This is the amount by which depreciation exceeded
capital outlays in the current period:

Capital outlay	\$ -	
Depreciation expense	<u>(1,170)</u>	(1,170)

Pension expense reported in the governmental fund includes the actual
contributions made in the fiscal year. Pension expense reported in the
Statement of Activities includes the changes in the net pension liability and
pension related deferred outflows/inflows of resources.

Change in net pension liability	\$ (3,628)	
Change in deferred outflows of resources related to pensions	284,252	
Change in deferred inflows of resources related to pension	<u>(290,495)</u>	(9,871)

Accrued compensated absences expenses reported in the Statement
of Activities do not require the use of current financial resources
and, therefore, are not reported as expenditures in the
governmental fund.

(7,809)

Change in net position of governmental activities \$ 14,763

See accompanying notes to basic financial statements.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

BUDGETARY COMPARISON STATEMENT
GENERAL FUND

For the year ended June 30, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Fund balance, July 1	\$ 643,797	\$ 643,797	\$ 643,797	\$ -
Resources (inflows):				
Intergovernmental	864,821	864,821	864,821	-
Charges for services	57,975	57,975	139,477	81,502
Investment income	4,000	4,000	4,287	287
Amounts Available for Appropriation	926,796	926,796	1,008,585	81,789
Charges to appropriations (outflows):				
General government:				
Salaries and benefits	689,235	689,235	678,685	10,550
Services and supplies	365,884	376,884	296,287	80,597
Total charges to appropriations (outflows)	1,055,119	1,066,119	974,972	91,147
Excess of resources over (under) charges to appropriations	(128,323)	(139,323)	33,613	172,936
Fund balance, June 30	\$ 515,474	\$ 504,474	\$ 677,410	\$ 172,936

See accompanying notes to basic financial statements.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS

June 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The accounting policies of the Local Agency Formation Commission for San Bernardino County (the Commission) conform to generally accepted accounting principles as applicable to governments. The following is a summary of the significant policies.

a. Reporting Entity:

Following the end of World War II, California entered a new era of demographic growth and diversity, and economic development. With this growth came the need for housing, jobs and public services. To provide for these services, California experienced a wave of newly formed cities and special districts, but with little forethought as to how the new agencies should plan for services. The lack of coordination and adequate planning for future governance led to a multitude of overlapping, inefficient jurisdictional and service boundaries.

In 1963, the State Legislature created Local Agency Formation Commissions (Commissions) to help direct and coordinate California's growth in a logical, efficient, and orderly manner. Each county within California is required to have a Commission. The Commissions are charged with the responsibility of making difficult decisions on proposals for new cities and special districts, spheres of influence, consolidations, and annexations.

The Commission is composed of seven voting members, with four alternate members who vote only in the absence or abstention of a voting member. The seven members and their alternates represent all levels of local government. Two members are elected county supervisors and are selected by the Board of Supervisors. Two members are elected city council members and are selected by the mayors of the cities within San Bernardino County. Two members are elected members of a special district board of directors and are selected by the presidents of the independent special districts in San Bernardino County. These six elected officials select a "public" member who is not affiliated with county, city, or special district governments. Alternate members for the county, city, special district, and public categories are selected in the same manner. Each commissioner and alternate serves a four-year term.

b. Government-wide Financial Statements:

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the Commission.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

b. Government-wide Financial Statements (Continued):

Program revenues include charges for services that are restricted to meeting the operational or capital requirements of particular function or segment. Investment income and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental fund. The Commission operates under a single-program governmental fund.

c. 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. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the time of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when 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. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, expenditures related to compensated absences are not recognized until paid.

Intergovernmental revenues, charges for services and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Amounts reported as program revenues include charges for services and operating contributions from members.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

d. New Accounting Pronouncements:

Current Year Standards:

In fiscal year 2014-2015, the Commission implemented Governmental Accounting Standards Board (GASB) Statement No. 68 - *"Accounting and Financial Reporting for Pensions, an Amendment of GASB Statement No. 27"* and GASB Statement No. 71 - *"Pension Transition for Contributions Made Subsequent to the Measurement Date, an Amendment of GASB Statement No. 68"*. These Statements establish standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expenses. For defined benefit pension plans, these Statements identify the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service.

Accounting changes adopted to conform to the provisions of these statements should be applied retroactively. The result of the implementation of these standards decreased the net position at July 1, 2014 by \$495,275.

GASB Statement No. 69 - *"Government Combinations and Disposals of Government Operations"* was required to be implemented in the current fiscal year and did not impact the Commission.

Pending Accounting Standards:

The GASB has issued the following statements which may impact the Commission's financial reporting requirements in the future:

- GASB 72 - *"Fair Value Measurement and Application"*, effective for periods beginning after June 15, 2015.
- GASB 73 - *"Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68"*, effective for periods beginning after June 15, 2015 - except for those provisions that address employers and governmental nonemployer contributing entities for pensions that are not within the scope of Statement 68, which are effective for periods beginning after June 15, 2016.
- GASB 74 - *"Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans"*, effective for periods beginning after June 15, 2016.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

d. New Accounting Pronouncements (Continued):

Pending Accounting Standards (Continued):

- GASB 75 - *"Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions"*, effective for periods beginning after June 15, 2017.
- GASB 76 - *"The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments"*, effective for periods beginning after June 15, 2015.

e. Deferred Outflows/Inflows of Resources:

In addition to assets, the statement of net position and the governmental fund balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The Commission has three items that qualify for reporting in this category for the fiscal year ended June 30, 2015. The first item is a deferred outflow related to pensions. This amount is equal to employer contributions made after the measurement date of the net pension liability. The second item is a deferred outflow related to pensions resulting from a change in actuarial assumptions, and the third item is a deferred outflow related to pensions for the changes in proportion and differences between employer contributions and the proportionate share of contributions. These amounts are amortized over a closed period equal to the average of the expected remaining service lives of all employees that are provided with pensions through the Plan determined as of June 30, 2013 (the beginning of the measurement period ended June 30, 2014), which is 6.23 years.

In addition to liabilities, the statement of net position and the governmental fund balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to future periods and will not be recognized as an inflow of resources (revenue) until that time. The Commission has two items that qualify for reporting in this category for the fiscal year ended June 30, 2015. The first item is a deferred inflow related to pensions resulting from differences between expected and actual experience. This amount is amortized over a closed period equal to the average of the expected remaining service lives of all employees that are provided with pensions through the Plan determined as of June 30, 2013 (the beginning of the measurement period ended June 30, 2014), which is 6.23 years. The second item is a deferred inflow related to pensions for the net difference between projected and actual earnings on plan investments. This amount is amortized over a closed period 5-year period.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

f. Cash and Cash Equivalents:

Cash and cash equivalents are defined as cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Cash and cash equivalents include the cash balances of substantially all funds, which are pooled and invested by the County Treasurer to increase interest earnings through investment activities.

Investment activities are governed by the California Government Code Sections 53601, 53635, and 53638 and the County's Investment Policy.

Interest income, and realized gains and losses earned on pooled investments are deposited quarterly to the Commission's accounts based upon the Commission's average daily deposit balances during the quarter. Unrealized gains and losses of the pooled investments are distributed to the Commission annually. Cash and cash equivalents are shown at fair value.

g. Capital Assets:

Capital assets are reported as governmental activities in the government-wide financial statements. Capital assets are defined by the Commission as assets with an initial, individual cost of more than \$5,000 and have an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. Equipment of the Commission is depreciated using the straight-line method over a 5 to 7 year estimated useful life.

The cost of normal maintenance and repairs that does not add to the value of the asset or materially extend asset life is not capitalized.

h. Employee Compensated Absences:

Liabilities for vacation, holidays, sick pay and compensatory time are accrued when incurred in the government-wide financial statements. Upon retirement or termination, an employee is compensated for 100% of unused accrued vacation and holiday time. Those with more than five years of LAFCO service receive 75% of their accumulated sick leave up to a maximum of fourteen hundred (1,400) hours. A liability for accrued leave is reported in the governmental fund financial statements only if it has matured. A matured liability may result from employees who terminate prior to year-end and are paid for their leave subsequent to year-end.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

i. Fund Balance:

Committed fund balance includes amounts that can be used only for the specific purposes determined by a formal action of the Commission's highest level of decision-making authority. The governing board is the highest level of decision-making authority that can commit fund balances. Once adopted, the limitation imposed by the commitment remains in place until a similar action is taken to remove or revise the limitation.

Assigned fund balance includes amounts to be used by the Commission for specific purposes but do not meet the criteria to be classified as restricted or committed.

Unassigned fund balance includes the residual amounts that have not been committed or assigned to specific purposes.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balances are available, the Commission's policy is to apply restricted fund balance first.

When an expenditure is incurred for purposes for which committed, assigned, or unassigned fund balances are available, the Commission's policy is to apply committed fund balance first, then assigned fund balance, and finally unassigned fund balance.

j. Pensions:

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Commission's San Bernardino County Employees' Retirement Association (SBCERA) plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by SBCERA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

k. Use of Estimates:

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

2. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY:

General Budget Policies:

In accordance with provisions of Section 56381 of the Government Code of the State of California, commonly known as the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH), the Commission shall adopt a proposed budget by May 1 and a final budget by June 15 of each fiscal year.

Budgets are prepared on the modified accrual basis of accounting. After adoption of a final budget, the County of San Bernardino Auditor shall apportion one-third of net operating expenses of the Commission to each of the following: the county, cities, and independent special districts. The legal level of budgetary control is the fund level.

Any deficiency of budgeted revenues and other financing sources over expenditures and other financing uses is financed by beginning available fund balance as provided for in the County Budget Act.

3. CASH AND INVESTMENTS:

Cash and Investments:

Cash and investments as of June 30, 2015, consist of the following:

Petty cash	\$ 250
Investment in County of San Bernardino Investment Pool	<u>758,758</u>
Total Cash and Investments	<u>\$ 759,008</u>

Investments Authorized by the Commission's Investment Policy:

The Commission's investment policy authorizes investments only in the County of San Bernardino Investment Pool.

Interest Rate Risk:

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of the fair value to changes in market interest rates.

As of June 30, 2015, the Commission's cash was voluntarily invested in the County of San Bernardino Investment Pool, and therefore was not exposed to any interest rate risk as described above.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

3. CASH AND INVESTMENTS (CONTINUED):

Interest Rate Risk (Continued):

The County of San Bernardino Investment Pool is a pooled investment fund program governed by the San Bernardino County Board of Supervisors, and is administered by the County Treasurer. Investments in the pool are highly liquid as deposits and withdrawal can be made at any time without penalty. The Commission's fair value of its share in the pool is the same value of the pool shares, which amounted to \$758,758. Information on the pool's use of derivative securities in its investment portfolio and the Commission's exposure to credit, market, or legal risk is not available.

Credit Risk:

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The money pooled with the County of San Bernardino Investment Pool is not subject to a credit rating.

Custodial Credit Risk:

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Commission's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure Commission deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the money invested by the Commission in the County of San Bernardino Investment Pool).

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

4. CAPITAL ASSETS:

Capital asset activity for the year ended June 30, 2015 was as follows:

	Balance at July 1, 2014	Additions	Deletions	Balance at June 30, 2015
Capital assets:				
Office equipment	\$ 8,192	\$ -	\$ -	\$ 8,192
Less accumulated depreciation for:				
Office equipment	(3,511)	(1,170)	-	(4,681)
Total capital assets, net	<u>\$ 4,681</u>	<u>\$ (1,170)</u>	<u>\$ -</u>	<u>\$ 3,511</u>

5. UNEARNED REVENUES:

At June 30, 2015, the Commission deferred recognition of \$53,723 from fee revenues and deposits that had been received but not yet earned.

6. COMPENSATED ABSENCES:

Changes in unpaid compensated absences at June 30, 2015, were as follows:

Accrued compensated absences at July 1, 2014	\$ 73,012
Compensated absences earned	64,246
Compensated absences used	<u>(56,437)</u>
Accrued compensated absences at June 30, 2015	<u>\$ 80,821</u>

There is no fixed payment schedule for earned but unpaid compensated absences. Accrued compensated absences expected to be paid within one year is \$24,246 at June 30, 2015.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

7. INSURANCE:

The Commission is a member of the Special District Risk Management Authority, an intergovernmental risk sharing joint powers authority. The schedule of insurance coverage is as follows:

<u>Coverage</u>		<u>Limit of Insurance</u>
Personal Injury and Property Damage Liability- General	\$ 2,500,000	Per occurrence/aggregate where applicable. \$500 deductible per occurrence
Personal Injury and Property Damage Liability-Auto	2,500,000	Per accident. \$1,000 deductible per occurrence
Public Officials and Employees Errors and Omissions Liability	2,500,000	Per wrongful act/annual member aggregate
Employment Practices Liability	2,500,000	Per wrongful employment practice/ aggregate limits per member
Employee Benefits Liability	2,500,000	Per wrongful act/annual member aggregate
Employee Dishonesty Coverage	400,000	Per loss
Public Officials Personal Liability	500,000	Per occurrence/annual aggregate Board Member
Property Coverage	1,000,000,000	Per occurrence, \$2,000 deductible per occurrence
Workers' Compensation	Statutory	Per occurrence
Employers' Liability	5,000,000	Per occurrence
Boiler and Machinery	100,000,000	Per occurrence, \$1,000 deductible per occurrence
Uninsured/Underinsured Motorists	1,000,000	Per occurrence

The Commission is self-insured for unemployment insurance.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

8. OPERATING LEASE:

The Commission entered into non-cancelable operating lease agreements for the rental of office space and office equipment, expiring in various years through 2017. Future minimum lease payments under these operating leases are as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2016	\$ 52,241
2017	<u>53,808</u>
Total	<u>\$ 106,049</u>

Total rent expense for the year ended June 30, 2015 amounted to \$56,131.

9. PENSION PLAN:

a. General Information about the Pension Plan:

Plan Description:

The San Bernardino County Employees' Retirement Association (SBCERA) administers the SBCERA pension plan - a cost-sharing multiple-employer defined benefit pension plan (the Plan). SBCERA provides retirement, disability, death and survivor benefits to its members, who are employed by 17 active participating employers (including SBCERA) and 3 withdrawn employers. SBCERA publishes its own Comprehensive Annual Financial Report (CAFR) which is available on SBCERA's website at www.SBCERA.org.

Benefits Provided:

SBCERA provides service retirement, disability, death and survivor benefits to eligible employees. Generally, any employee of the County of San Bernardino or participating employers who is appointed to a regular position whose service is greater than fifty percent of the full standard of hours required by a participating SBCERA employer (e.g. 20 hours per week or more) must become a member of SBCERA effective on the first day of employment. The retirement benefit the member will receive is based upon age at retirement, final average compensation, years of retirement service credit and retirement plan and tier.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

9. PENSION PLAN (CONTINUED):

a. General Information about the Pension Plan (Continued):

Benefits Provided (Continued):

The Plan's provisions and benefits in effect at June 30, 2015, are summarized as follows:

	General	
	Prior to January 1, 2013	On or After January 1, 2013
Hire date		
Benefit formula	2%@55	2.5%@67
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 65	52 - 67
Monthly benefits, as a % of eligible compensation	1.49% - 3.13%	1.0% - 2.5%
Required employee contribution rates	11.06%	9.29%
Required employer contribution rates	33.31%	29.77%

Contributions:

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Commission is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

As of June 30, 2015, the Commission reported net pension liability for its proportionate share of the net pension liability of the Plan of \$584,731

The Commission's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2014, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2013 rolled forward to June 30, 2014 using standard update procedures. The Commission's proportionate share of the net pension liability was based on a projection of the Commission's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

9. PENSION PLAN (CONTINUED):

b. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions:

The Commission's proportionate share of the net pension liability for the Plan as of June 30, 2013 and 2014 was as follows:

	General
Proportion - June 30, 2013	0.029%
Proportion - June 30, 2014	0.034%
Change - Increase (Decrease)	0.005%

For the year ended June 30, 2015, the Commission recognized pension expense of \$132,351. At June 30, 2015, the Commission reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 122,480	\$ -
Differences between actual and expected experience	-	(111,404)
Change in assumptions	94,939	-
Change in employer's proportion and differences between the employer's contributions and the employer's proportionate share of contributions	152,661	-
Net differences between projected and actual earnings on plan investments	-	(179,091)
Total	<u>\$ 370,080</u>	<u>\$ (290,495)</u>

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

9. PENSION PLAN (CONTINUED):

b. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued):

The deferred outflows of resources related to contributions subsequent to the measurement date of \$122,480 will be recognized as a reduction of the net pension liability in the year ending June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	Amount
2016	\$ (24,856)
2017	(24,856)
2018	(24,856)
2019	4,945
2020	22,247
Thereafter	4,481
	<u>\$ (42,895)</u>

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

9. PENSION PLAN (CONTINUED):

b. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued):

Actuarial Assumptions:

The total pension liabilities in the June 30, 2013 actuarial valuations were determined using the following actuarial assumptions:

	General
Valuation Date	June 30, 2013
Measurement Date	June 30, 2014
Actuarial Cost Method	Entry-Age Actuarial Cost Method
Actuarial Assumptions:	
Discount Rate	7.50%
Inflation	3.25%
Payroll Growth	3.25%
Projected Salary Increase	4.60% - 13.75% (1)
Investment Rate of Return	7.50% (2)
Mortality	(3)

(1) Depending on age, service and type of employment

(2) Net of pension plan investment expenses, including inflation

(3) The probabilities of mortality are derived using SBCERA's membership data for all funds. The mortality table used was developed based on SBCERA's specific data. The table includes 20 years of mortality improvements using Projection Scale BB. For more details on this table, please refer to the 2014 experience study report.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2013 valuation were based on the results of a January 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can found on the SBCERA website.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

9. PENSION PLAN (CONTINUED):

b. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued):

Discount Rate:

The discount rates used to measure the Total Pension Liability were 7.50% and 7.75% as of June 30, 2014 and June 30, 2013, respectively. The projection of cash flows used to determine the discount rate assumed employer and member contributions will be made at rates equal to the actuarially determined contribution rates. For this purpose, only employee and employer contributions that are intended to fund benefits for current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries, as well as projected contributions from future plan members, are not included. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments of 7.50% and 7.75% were applied to all periods of projected benefit payments to determine the Total Pension Liability as of both June 30, 2014 and June 30, 2013, respectively.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

9. PENSION PLAN (CONTINUED):

b. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued):

Discount Rate (Continued):

The June 30, 2014 and June 30, 2013 target allocations (approved by the Board) and projected arithmetic real rates of return for each major asset class, after deducting inflation but before deducting investment expenses, used in the derivation of the long-term expected investment rate of return assumption are summarized in the following tables:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Large Cap U.S. Equity	5.00%	5.94%
Small Cap U.S. Equity	2.00%	6.50%
Developed International Equity	6.00%	6.87%
Emerging Market Equity	6.00%	8.06%
U.S. Core Fixed Income	2.00%	0.69%
High Yield/Credit Strategies	13.00%	3.10%
Global Core Fixed Income	1.00%	0.30%
Emerging Market Debt	6.00%	4.16%
Real Estate	9.00%	4.96%
Cash & Equivalents	2.00%	-0.03%
International Credit	10.00%	6.76%
Absolute Return	13.00%	2.88%
Real Assets	6.00%	6.85%
Long/Short Equity	3.00%	4.86%
Private Equity	16.00%	9.64%
Total	<u>100.00%</u>	

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

9. PENSION PLAN (CONTINUED):

- b. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued):

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate:

The following presents the Commission's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the Commission's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>General</u>
1% Decrease	6.50%
Net Pension Liability	\$ 1,033,356
Current Discount Rate	7.50%
Net Pension Liability	\$ 584,731
1% Increase	8.50%
Net Pension Liability	\$ 213,194

Pension Plan Fiduciary Net Position:

Detailed information about each pension plan's fiduciary net position is available in the separately issued SBCERA financial reports.

- c. Payable to the Pension Plan:

At June 30, 2015, the Commission had no outstanding amount of contributions to the pension plan required for the year ended June 30, 2015.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

10. SALARY SAVINGS PLANS:

Benefit Plan Groups:

For the purpose of the salary savings plans, employees shall be divided into the following groups:

- a. Group A Executive Officer
- b. Group B All Commission Employees not in Group A or C
- c. Group C Deputy Clerk to the Commission and LAFCO Secretary

401(k) Plan:

Bi-weekly contributions of Commission employees to the County's 401(k) Defined Contribution Plan will be matched by a Commission contribution on the basis of two times the employee's contribution. The bi-weekly contributions of employees in Groups A and B of up to four percent of bi-weekly base salary will be matched by a Commission contribution of two times the employee's contribution, not to exceed eight percent of an employee's bi-weekly base salary.

The bi-weekly contributions of employees in Group C to the County's 401(k) Defined Contribution Plan of up to three percent of bi-weekly base salary will be matched by a Commission contribution of two times the employee's contribution. The Commission's contribution shall not exceed six percent of an employee's bi-weekly base salary.

The Commission contributed \$26,131 to this plan for the fiscal year ended June 30, 2015.

457 Deferred Compensation Plan:

Bi-weekly contributions of Commission Group A employees to the County's Section 457 Deferred Compensation Plan up to one percent (1%) of an employee's bi-weekly base salary will be matched by a Commission contribution on the basis of one (1) times the employee's contribution. The Commission contribution shall not exceed one percent of the employee's bi-weekly salary. The contribution shall be deposited in the County's 401(a) Plan.

Bi-weekly contributions of Commission Group B and C employees to the County's Section 457 Deferred Compensation Plan up to one percent (1%) of an employee's bi-weekly base salary will be matched by a Commission contribution of one-half (1/2) times the employee's contribution. The Commission's contribution shall not exceed one-half percent (1/2%) of the employee's bi-weekly salary. The contribution shall be deposited in the County's 401(a) Plan.

The Commission contributed \$1,631 to this plan for the fiscal year ended June 30, 2015.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NOTES TO BASIC FINANCIAL STATEMENTS
(CONTINUED)

June 30, 2015

11. RESTATEMENT OF PRIOR YEAR FINANCIAL STATEMENTS:

The implementation of GASB Statement Numbers 68 and 71 requires reporting the net pension liability of the Commission's defined benefit pension plans in the financial statements and is applied retroactively by restating the net position as of the beginning of the fiscal year. The implementation of GASB Numbers 68 and 71 resulted in reducing net position by \$495,275 as of July 1, 2014.

12. SUBSEQUENT EVENTS:

Events occurring after June 30, 2015 have been evaluated for possible adjustments to the financial statements or disclosure as of January 6, 2016, which is the date these financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

LOCAL AGENCY FORMATION COMMISSION
FOR SAN BERNARDINO COUNTY

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Last Ten Fiscal Years*

	<u>2015</u>
Plan's proportion of the net pension liability	0.034%
Plan's proportionate share of the net pension liability	\$ 584,731
Plan's covered - employee payroll	\$ 289,935
Plan's proportionate share of the net pension liability as a percentage of covered - employee payroll	201.68%
Plan's fiduciary net position	\$ 2,750,378
Plan fiduciary net position as a percentage of the total pension liability	82.47%

Notes to Schedule:

Benefit Changes:

There were no changes in benefits.

Changes in Assumptions:

There were no changes in assumptions.

* - Fiscal year 2015 was the 1st year of implementation, therefore only one year is shown.

LOCAL AGENCY FORMATION COMMISSION
FOR SAN BERNARDINO COUNTY

SCHEDULE OF CONTRIBUTIONS

Last Ten Fiscal Years*

	<u>2015</u>
Contractually required contribution (actuarially determined)	\$ 122,480
Contributions in relation to the actuarially determined contributions	<u>(122,480)</u>
Contribution deficiency (excess)	<u>\$ -</u>
Covered - employee payroll	\$ 289,935
Contributions as a percentage of covered - employee payroll	42.24%

Notes to Schedule:

Valuation Date 6/30/2013

Methods and Assumptions Used to Determine Contribution Rates:

Cost sharing employers	Entry Age Actuarial Cost Method
Amortization method	Level percentage of payroll, closed
Remaining amortization period	20 years
Asset valuation method	5-year smoothed market
Inflation	3.25%
Salary increases	4.60 to 13.75%, including inflation of 3.25%
Investment rate of return	7.50%, net of pension plan investment expense, including inflation
Retirement age	50-70 years (2%@50 and 2.5%@67)
Mortality	RP-2000 Combined Healthy Mortality Table

* - Fiscal year 2015 was the 1st year of implementation, therefore only one year is shown.

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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E-MAIL: lafco@lafco.sbcounty.gov
www.sbclafco.org

DATE: JANUARY 20, 2016

FROM: KATHLEEN ROLLINGS-McDONALD, Executive Officer
ROBERT ALDRICH, Consultant

TO: LOCAL AGENCY FORMATION COMMISSION

**SUBJECT: AGENDA ITEM #6 - LAFCO 3197 – Sphere of Influence Amendments
(Expansion) for the San Bernardino County Fire Protection District
(City of San Bernardino territory)**

INITIATED BY:

Jointly Initiated by the City Council of the City of San Bernardino and Board of Directors of the San Bernardino County Fire Protection District

RECOMMENDATION:

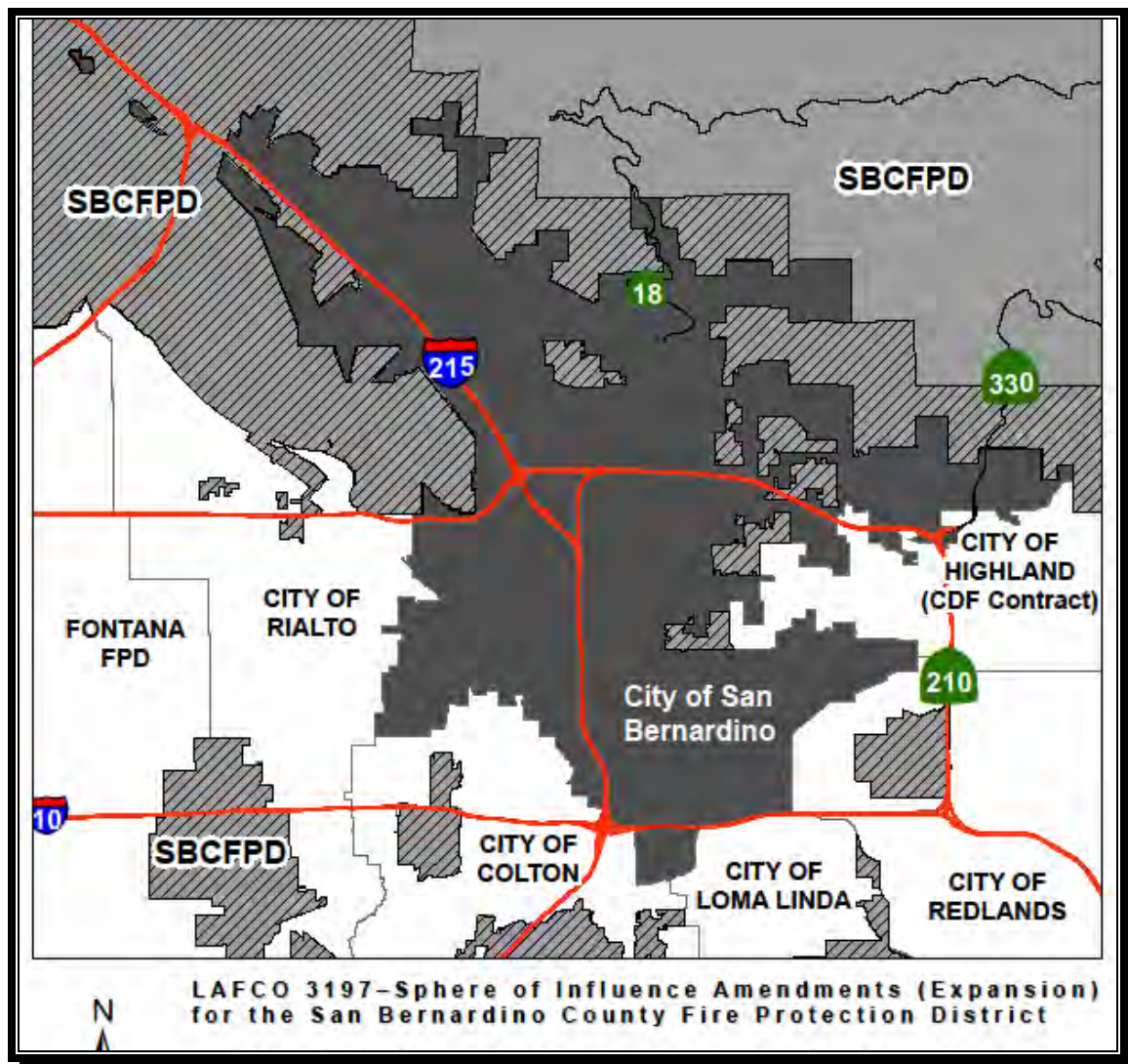
Staff recommends that the Commission make the following determinations:

1. Determine that the proposed sphere of influence amendment, submitted under the provisions of Government Code Section 56428, does not require a service review.
2. Certify that LAFCO 3197 is statutorily exempt from environmental review, and direct the Executive Officer to file a Notice of Exemption within five (5) days.
3. Approve the expansion of the sphere of influence for the San Bernardino County Fire Protection District to include the entirety of the City of San Bernardino.
4. Adopt LAFCO Resolution No. 3212 reflecting the Commission's determinations and findings for the sphere of influence changes identified.

BACKGROUND:

On August 25, 2015, the City of San Bernardino adopted Resolution 2015-195 initiating an application to expand the sphere of influence for the San Bernardino County Fire Protection District (hereafter "County Fire") to include the entirety of the City of San Bernardino. At the same meeting, the City initiated an application to annex the City of

San Bernardino to County Fire, its Valley Service Zone, and Service Zone FP-5. On September 15, 2015, County Fire adopted Resolution 2015-183 recognizing and supporting the City's resolution. If approved, the reorganization of County Fire and the annexation of the City into County Fire would result in the complete assumption of fire, rescue and emergency services by County Fire for the City of San Bernardino. These were taken in recognition of the City's dire financial position and its inability to pay for the costs of providing adequate levels of fire and emergency medical services. A map illustrating the sphere expansion is included as Attachment #1 to this report and is shown below:



At LAFCO's September 16, 2015 hearing, the Commission determined that it would not require a municipal service review for the sphere of influence amendments proposed for County Fire. At that hearing, the Commission supported staff's position that sphere of

influence “amendments” submitted under the provisions of Government Code Section 56428 do not require a service review.

Expansion of the sphere of influence will allow for the annexation of the entirety of the City of San Bernardino by County Fire, its Valley Service Zone and Service Zone FP-5 by separate action (LAFCO 3198). This item will be heard following consideration of the proposed sphere expansion. This set of proposals is intended to maintain adequate fire protection and emergency medical response within the City of San Bernardino given the severe financial issues that continue to face the City.

The data and analysis, below, address the factors of consideration required for a sphere of influence amendment as outlined in Government Code Section 56425. Each of these requires a determination adopted by the Commission.

SPHERE OF INFLUENCE DETERMINATIONS:

The City of San Bernardino has submitted an application requesting that LAFCO amend the sphere of influence of County Fire to include the entirety of the City of San Bernardino which encompasses 38,402 acres (60 square miles). As of January 1, 2015, the City’s population is 213,933 according to the State Department of Finance/Demographic Research Unit. The proposal, along with a concurrent application (LAFCO 3198) to annex the entirety of the City by County Fire, its Valley Service Zone and Service Zone FP-5, will allow the residents of the City of San Bernardino to continue to receive adequate long-term fire and emergency medical response services. The City’s immediate and long-term financial constraints preclude the City from continuing to provide this service at acceptable service levels. Therefore, LAFCO staff is recommending that the Commission approve the sphere of influence amendment for the San Bernardino County Fire Protection District to include the entirety of the City of San Bernardino.

The materials that follow provide the data and analysis for the evaluation of the factors of consideration for a sphere of influence amendment outlined in Government Code Section 56425. Each of these requires a determination to be made by the Commission.

1. The present and planned land uses in the area including agricultural and open space lands:

The land area proposed to be included in the sphere of influence of County Fire includes the entirety of the City of San Bernardino. The City, 38,402 acres (60 square miles) in size, contains a full range of land uses including residential, commercial, industrial, public facilities, and open space. According to the City, residential uses currently comprise approximately 39 percent of the City; commercial and industrial uses account for approximately 24 percent; public/quasi-public uses comprise approximately 33 percent; and, open space/recreation uses comprise the remaining four percent of the City’s land

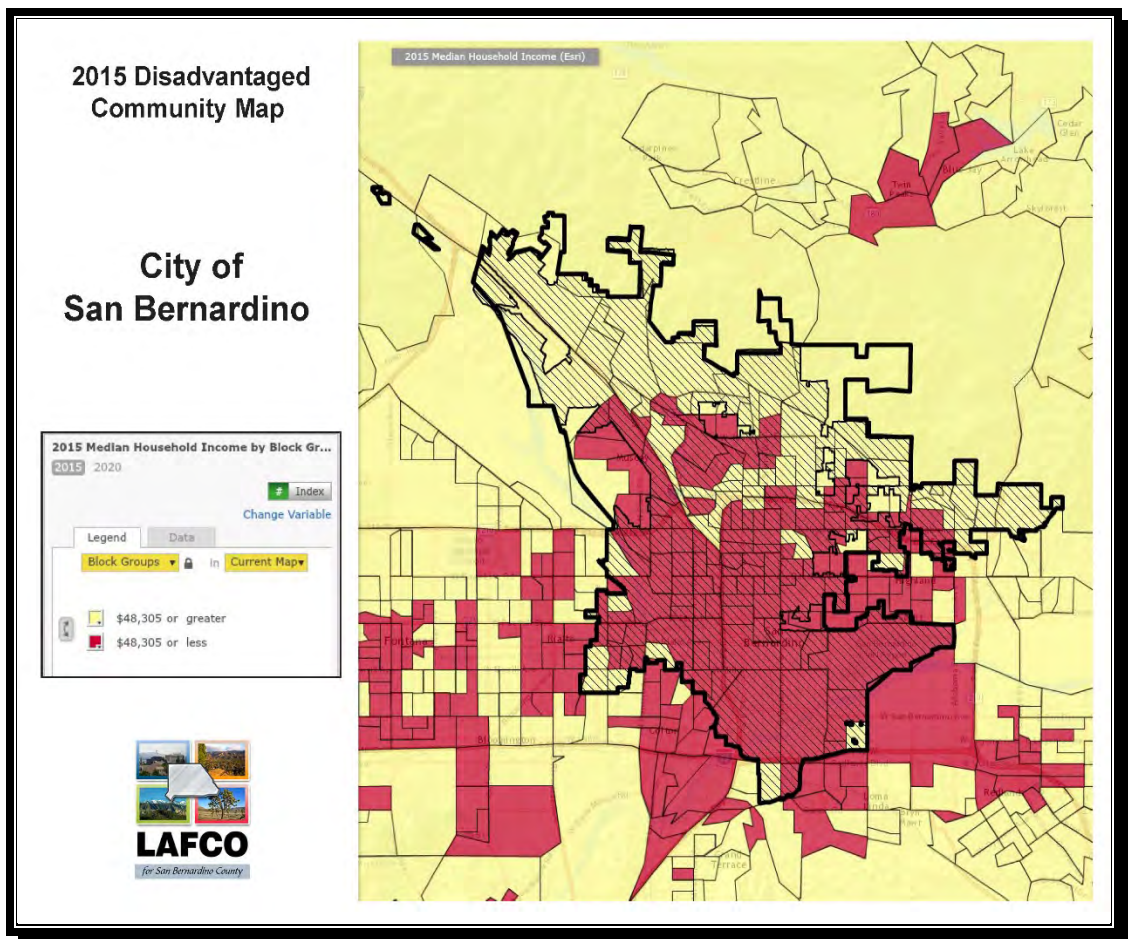
uses. The City's General Plan does not designate any territory for agricultural uses.

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

As referenced earlier in this report, the City has been challenged to provide fire service across the City, but has been particularly challenged by emergency medical demands. The 2014 Citygate Associates fire service study concluded that operational staff reductions, combined with exceptionally high emergency medical incident call volumes and frequent structure fires, have resulted in long response times. Given the high volume of emergency medical calls, resources typically available for fire suppression are too often unavailable for an appropriate level of response in an urban setting. According to the Citygate Study, arrival time for 90 percent of calls was 9:36 minutes in 2013 which is above the seven minutes generally considered satisfactory in an urban setting.

The City of San Bernardino has submitted a response to the Factors of Consideration for the sphere of influence amendment and a related Plan of Service and Fiscal Impact Analysis. According to the Plan of Service, as amended, annexation to County Fire will allow the City to take advantage of substantial economies of scale available from the County Fire as well as existing County Fire stations and personnel located nearby to the City. It will also allow for the opportunity to annex into one of the County Fire Service Zones which is supported by a parcel tax. These factors will allow the City to reduce the overall level of City revenue allocated to fire service delivery, freeing up limited City resources to address other critical service delivery needs in the community. Transfer of the City's fire responsibilities to County Fire is consistent with the City's Plan of Adjustment filed with the bankruptcy court on May 30, 2015.

Government Code Section 564215(e)(5) directs the Commission to evaluate the present and probable need for the delivery of structural fire protection within a disadvantaged unincorporated community. LAFCO 3197 addresses an incorporated city area not required by the code section but the questions for assurance of service delivery to a disadvantaged community are real in this situation. The 2015 Disadvantaged Community Maps maintained by LAFCO identify that the bulk of the City area is disadvantaged and the Commission has an inherent responsibility to assure the continuation of this critical public health and safety service. The map below outlines the disadvantaged areas meeting the criteria of State law as earning less than \$48,305 per year (80% of Statewide median income):



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

County Fire operates 75 fire stations serving approximately 750,000 residents in approximately 16,535 acres of unincorporated territory plus five incorporated cities directly and two fire protection districts. Those cities include Adelanto (contract), Grand Terrace, Needles (contract), Victorville (contract), and Yucca Valley. In addition it provides the service by contract for the Hesperia and Fontana Fire Protection Districts. County fire provides a full range of emergency services, including ladder trucks, fire boats for water rescues, snow cats for winter operations, heavy equipment for flooding and earth moving, ambulance transportation in seven ambulance operating areas, paramedics and large incident command and control capability. County Fire is the largest provider of pre-hospital care in the County and the second largest ambulance provider.

The package of applications submitted by the City of San Bernardino and County Fire is intended to ensure adequate, long-term fire protection, and emergency response services for the residents of San Bernardino. The City is both budget

and service insolvent and can no longer afford to continue funding these services at appropriate levels. The inclusion of the City's stations within this larger framework of operations of County Fire will allow for the economies of scale and services offered to be extended to the citizens of the City of San Bernardino. The sphere of influence determination will allow County Fire to formally address this service deficiency through the reorganization process.

4. The existence of any social or economic communities of interest as determined by the Commission to be relevant to the agency:

County Fire currently provides fire protection and emergency services to 750,000 residents (approximately 37 percent of the County's population) in San Bernardino County. In addition to 16,535 acres of unincorporated territory, County Fire provides service within the corporate boundaries of seven cities - Adelanto, Fontana, Grand Terrace, Hesperia, Needles, Victorville, and Yucca Valley. The implementation of a fiscally sustainable agency to provide adequate levels of fire protection, and emergency response, supports the economic and social community defined by the corporate boundaries of the City of San Bernardino over the long-term and is critical for the safety and well-being of City residents.

Services of the Agency:

Government Code Section 56425(i) requires that during a sphere of influence amendment or update for a Special District, the Commission is required to review and identify the range of services to be provided, as well as the nature and location of those services. At present, the Commission's Policy and Procedure Manual identifies the authorized functions and services to be provided by the special districts under its purview. That listing identifies the following function and services for the San Bernardino County Fire Protection District:

Fire	Structural, watershed, prevention, inspection, suppression, weed abatement, hazardous materials services, rescue, first aid, paramedic, ambulance transportation, emergency response, and disaster preparedness planning
------	--

The nature and location of the provision of these services to the City of San Bernardino will be reviewed and considered in-depth within the companion proposal, LAFCO 3198.

ADDITIONAL DETERMINATIONS:

1. The Commission is the lead agency for review of the potential environmental consequences of the sphere of influence modifications. LAFCO staff has provided the Commission's Environmental Consultant, Tom Dodson of Tom Dodson and Associates, with the application materials for review. Mr. Dodson has indicated the proposed sphere amendment is not judged to pose any adverse changes to the

physical environment. Therefore, his recommendation is that the sphere amendment is exempt from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061(b). A copy of his letter is included as Attachment #3.

2. Legal notice of the Commission's consideration of the proposal has been provided through publication of a 1/8th page advertisement in *The Sun*, a newspaper of general circulation in the area. In addition, individual notice was provided to affected and interested agencies, County departments and those individuals and agencies requesting special notice.
3. The map and legal description for this sphere of influence amendment was prepared and certified by the County Surveyor's Office.

CONCLUSION:

LAFCO 3197 is the first step in a two-part process to provide for continuing fire protection and emergency medical response services for the City of San Bernardino. The City of San Bernardino's financial constraints are well documented in its Plan of Recovery and Plan of Adjustment which support the City's efforts to emerge from bankruptcy. Fiscal projections within the Plan clearly indicate that without fundamental and substantial changes in its service delivery model, the City will be unable to move to a service and budget-solvent municipality. A key component of that plan is the transfer of responsibility for fire services from the City to County Fire.

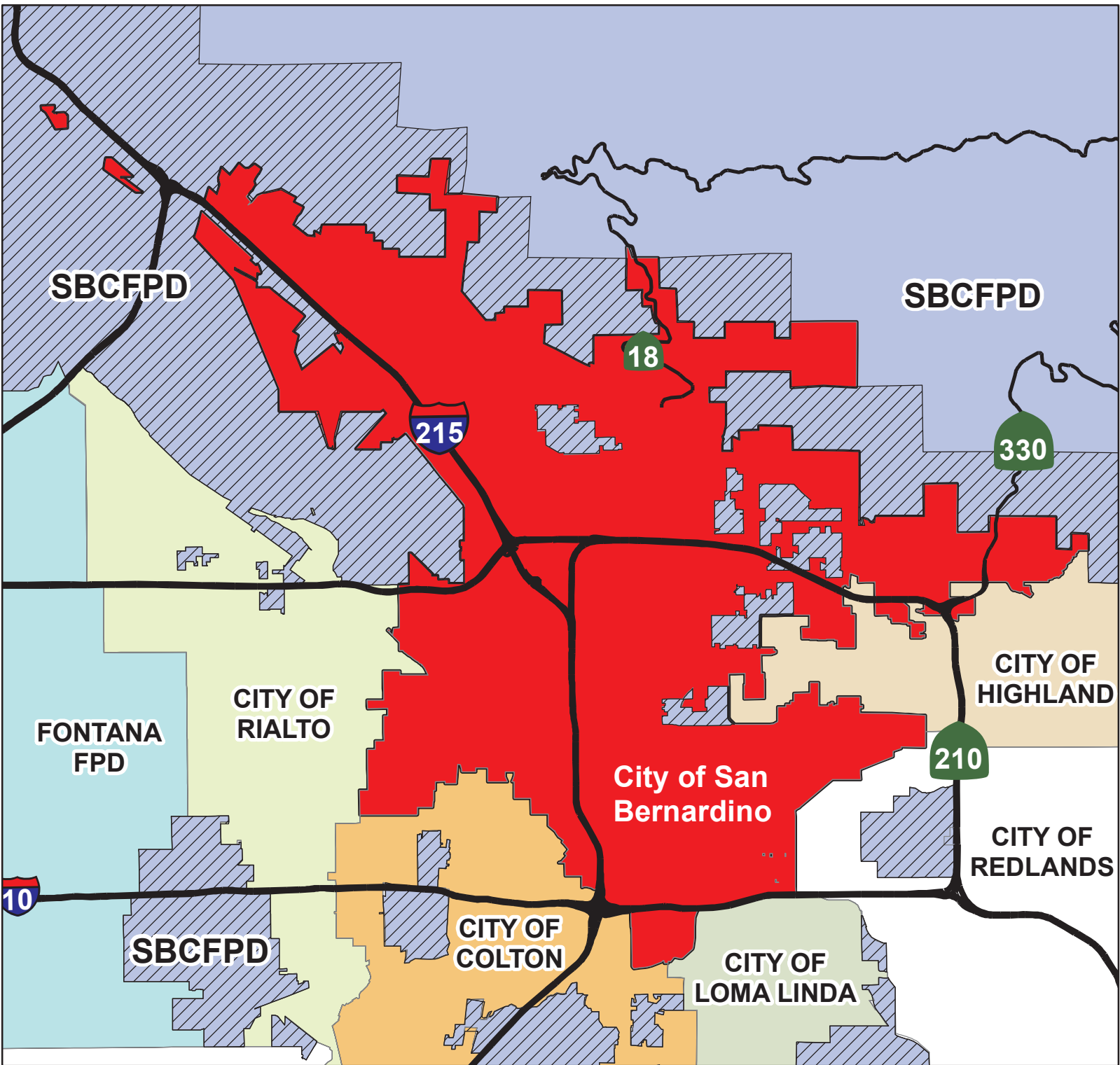
For all the reasons outlined in this report, LAFCO staff supports the change in sphere of influence designation to expand the sphere for County Fire.

Attachments:

1. Vicinity Map and Map of Proposed Sphere expansion
2. City of San Bernardino/County Fire Application for Sphere of Influence Expansion, San Manuel Band of Mission Indians Resolution of Consent to Overlay and Supplemental Data
3. Letter from Commission Environmental Consultant Tom Dodson of Tom Dodson and Associates Dated January 10, 2016
4. Draft LAFCO Resolution No. 3212

Vicinity Map and Map of Proposed Sphere Expansion

Attachment 1



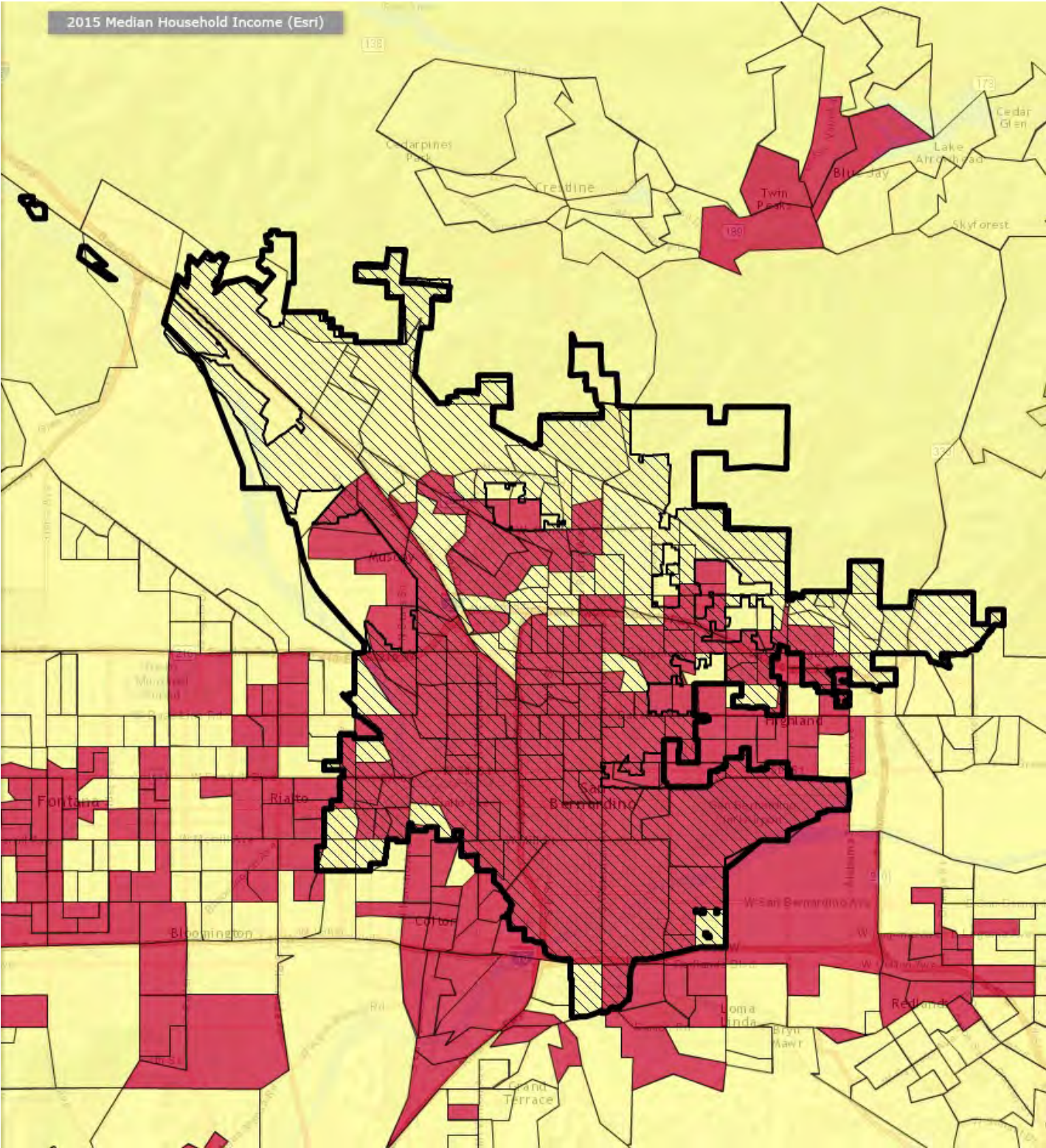
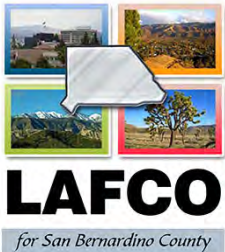
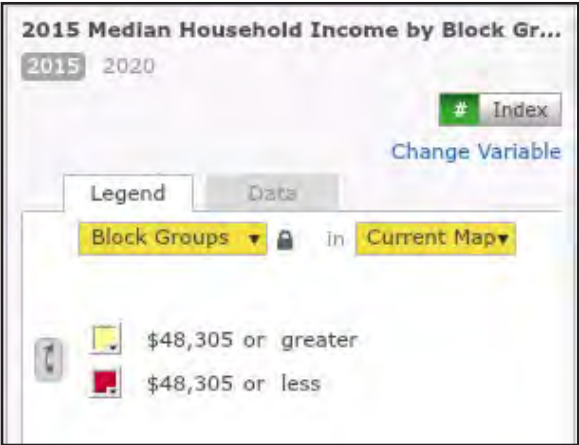
LAFCO 3197–Sphere of Influence Amendments (Expansion) for the San Bernardino County Fire Protection District (City of San Bernardino territory)

- City of San Bernardino
- (Proposed Annexation to SBCFPD, its Valley Service Zone and Service Zone FP-5)
- San Bernardino County Fire Protection District (SBCFPD)
- SBCFPD - Valley Service Zone
- City of Highland
- City of Colton
- City of Redlands
- City of Rialto
- City of Loma Linda
- Fontana FPD



2015 Disadvantaged Community Map

City of San Bernardino



**City of San Bernardino/County Fire
Application for Sphere of Influence
Expansion, San Manuel Band of Mission
Indians Resolution of Consent to Overlay
and Supplemental Data**

Attachment 2

SAN BERNARDINO LAFCO APPLICATION AND PRELIMINARY ENVIRONMENTAL DESCRIPTION FORM

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

GENERAL INFORMATION

1. NAME OF PROPOSAL:

- (1) Sphere of Influence amendment (expansion) for the San Bernardino County Fire Protection District; and,
- (2) Reorganization to include Annexations to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5

2. NAME OF APPLICANT:

City of San Bernardino

MAILING ADDRESS:

300 North "D" Street

San Bernardino, CA 92418-0001

PHONE:

(909) 384-5122

FAX:

(909) 384-5138

E-MAIL ADDRESS:

manis_bi@sbcity.org or parker_al@sbcity.org

3. GENERAL LOCATION OF PROPOSAL:

The City of San Bernardino, CA.

4. Does the application possess 100% written consent of each landowner in the subject territory?

YES ☐ NO ☒ If YES, provide written authorization for change.

5. Indicate the reasons that the proposed action has been requested.

On May 18, 2015, the Mayor and Common Council of the City of San Bernardino adopted a Plan of Recovery (Plan) and a Plan of Adjustment for submission to the court on May 31, 2015 in support of the City's efforts to emerge from bankruptcy. In those documents, the City indicated that it was both service and budget insolvent, and only cash solvent due to the protection of chapter 9 bankruptcy. The Plan describes in detail the City's inability to pay for all the costs of providing services at the level and quality that are required for the health, safety and welfare of the community, including fire protection and emergency medical services. Fiscal projections within the Plan clearly indicated that without fundamental and substantive changes in its service delivery model, the City would not be able to move to a service and budget solvent municipality.

The San Bernardino Fire Department and the community have been suffering from what a fire services consultant (Citygate Associates) described in a *2014 Fire Services Deployment Study* as

"severe stress." The report indicated this has resulted from a combination of factors found in a community with little economic investment, a city in bankruptcy and a low median income.

Operational staff reductions combined with exceptionally high emergency medical incident call volumes and frequent structure fires have resulted in longer response times and an inability to stem the perception that San Bernardino may not be a community safe from fire. The 2014 study concluded that the City is "not over-deployed to serve its diverse geography and risks." However, given the level of emergency medical incidents, resources typically available for fire suppression are too often unavailable for an appropriate level of response in an urban setting.

The proposed annexation into the San Bernardino County Fire Protection District will:

- Provide the framework and financial platform for the delivery of efficient and cost-effective fire protection and emergency medical services to the City.
- Significantly improve the fire service delivery model available to the residents and businesses of the City. By moving to a regionalized service delivery approach the City will be able to take advantage of economies of scale associated with the County Fire District and stations located near City boundaries.
- Improve the health and safety of the community.

6. Would the proposal create a totally or substantially surrounded island of unincorporated territory?

YES ☐ NO ☒ If YES, provide written justification for the proposed boundary configuration

LAND USE AND DEVELOPMENT POTENTIAL

1. Total land area (defined in acres):

City incorporated = 38,402 acres (60.0 sq. miles)
City sphere = 6,829 acres (10.7 sq. miles)

2. Current dwelling units in area classified by type (Single Family detached, multi-family (duplex, four-plex, 10-unit), apartments)

Total dwelling units = 65,451
Single family detached = 39,396
Single family attached = 1,908
2-4 units = 5,072
5+ units = 14,870
Mobile homes = 4,205

(Source: San Bernardino Housing Element February 10, 2014)

3. Approximate current population in area:

213,933 (Source: CA DOF 1/1/2015)

4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s):

Residential Land Uses
Residential Estate (RE 1, du/ac)
Residential Low (RL 3.1, du/ac)
Residential Low-3.5 (RL-3.5, 3.5 du/ac)
Residential Suburban (RS, 4.5 du/ac)

Residential Urban (RU, 9 du/ac)
Residential Medium (RM, 14 du/ac)
Residential Medium High-20 (RMH-20, 20 du/ac)
Residential Medium High (RMH, 24 du/ac)
Residential High (RH, 36 du/ac)

Commercial Land Uses

Commercial Office (CO)
Commercial General (CG-1)
Commercial General (CG-2)
Commercial General (CG-3)
Central City South-1 (CCS-1)
University Business Park-2 (UBP-2)
University Business Park-3 (UBP-3)
Commercial Regional-1 (CR-1) – Regional Malls
Commercial Regional-2 (CR-2) – Downtown
Commercial Regional-3 (CR-3) – Tri-city Commercial
Commercial Regional-4 (CR-4) – Auto Plaza
Commercial Heavy (CH)

Industrial

Office Industrial Park (OIP)
Industrial Light (IL)
Industrial Heavy (IH)
Industrial Extraction (IE)
University Business Park-1 (UBP-1)
Central City South-2 (CCS-2)

Public/Quasi-Public

Publicly Owned Flood Control (PFC)
Public Facilities (PF)
Central City South-3 (CCS-3)
Road Right-of-way (ROW)
Railroad (RR)

Open Space

Public Parks (PP)
Open Space (OS)
Public/Commercial Recreation (PCR)

San Bernardino County General Plan designation(s) and uses permitted by this designation(s):

N/A

5. **Describe any special land use concerns expressed in the above plans. In addition, for a City Annexation or Reorganization, provide a discussion of the land use plan's consistency with the regional transportation plan as adopted pursuant to Government Code Section 65080 for the subject territory:**

N/A

6. **Indicate the existing land use.**

Residential, commercial, office, industrial, parks and public facilities.

What is the proposed land use?

There is no change to the proposed land uses that would result following the reorganization and sphere of influence amendment.

7. For a city annexation, State law requires pre-zoning of the territory proposed for annexation. Provide a response to the following:

a. Has pre-zoning been completed?

YES ____ NO ____

b. If the response to "a" is NO, is the area in the process of pre-zoning?

YES ____ NO ____

Identify below the pre-zoning classification, title, and densities permitted. If the pre-zoning process is underway, identify the timing for completion of the process.

N/A

8. Will the proposal require public services from any agency or district which is currently operating at or near capacity (including sewer, water, police, fire, or schools)?

YES ____ NO X If YES, please explain.

9. On the following list, indicate if any portion of the territory contains the following by placing a checkmark next to the item:

☒ Agricultural Land Uses

☒ Agricultural Preserve Designation

☒ Williamson Act Contract

☒ Area where Special Permits are Required

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

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

N/A

11. Provide a narrative response to the following factor of consideration as identified in §56668(o): *The extent to which the proposal will promote environmental justice. As used in this subdivision, "environmental justice" means the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services:*

Annexation of the City into the District will result in expanded, more reliable, efficient and effective fire protection and emergency medical services to all residents of the community.

ENVIRONMENTAL INFORMATION

1. Provide general description of topography.

The area south of the I-210 freeway is mostly flat. At the south City limits at Waterman Avenue the elevation is approximately 1000 feet. Waterman Avenue at the I-210 freeway is approximately 1200

feet in elevation. The terrain north of the I-210 freeway is steeper. The elevation at the northeast end of the City at Cajon Pass is approximately 2200 feet.

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

General Plan Land Use Distribution:

Residential	15,107 ac. or 29.2%
Commercial	3,773 ac. or 9.7%%
Industrial	5,426 ac. or 14.0%%
Agriculture	0%
Other	Public Facilities 12,543 ac. or 32.6%
	Parks & OS 1,733 ac. or 4.5%

3. Describe the surrounding land uses:

NORTH: San Bernardino National Forest
EAST: Cities of Highland and Redlands
SOUTH: City of Loma Linda
WEST: Cities of Colton and Rialto

4. Describe site alterations that will be produced by improvement projects associated with this proposed action (installation of water facilities, sewer facilities, grading, flow channelization, etc.).

None.

5. Will service extensions accomplished by this proposal induce growth on this site?

YES ☐ NO ☒ Adjacent sites? YES ☐ NO ☒

Unincorporated ☐ Incorporated ☐

6. Are there any existing out-of-agency service contracts/agreements within the area?

YES ☒ NO ☐ If YES, please identify.

There are existing mutual and auto aid agreements in place with the following agencies:

- United States Department of Agriculture Fire Service (fire protection and rescue services within the foothills of the San Bernardino mountains adjacent to the city limits)
- Cities of Colton, Loma Linda, Redlands, Rialto, and Fire Districts of Bloomington, Fontana and Muscoy (supplemental fire protection services)
- San Bernardino International Airport Authority (fire-fighting services and lease of property located at the airport)
- County of San Bernardino (fire protection and paramedic services)
- San Manuel Band of Mission Indians Fire Department (automatic aid response)

7. Is this project a part of a larger project or series of projects?

YES ☐ NO ☒ If YES, please explain.

NOTICES

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

NAME Allen Parker (City Manager) **TELEPHONE NO.** (909) 384-5122

ADDRESS 300 North "D" Street, San Bernardino, CA 92418-0001

NAME Bill Manis (Deputy City Manager) **TELEPHONE NO.** (909) 384-5122

ADDRESS 300 North "D" Street, San Bernardino, CA 92418-0001

NAME Georgeann Hanna (City Clerk) **TELEPHONE NO.** (909) 384-5002

ADDRESS 300 North "D" Street, San Bernardino, CA 92418-0001

NAME Andy Belknap, Regional Vice President,
Management Partners **TELEPHONE NO.** (408) 437-5400

ADDRESS 2107 N. First Street, Suite #470, San Jose, CA 95131

CERTIFICATION

As a part of this application, the City of San Bernardino (the applicant) agrees to defend, indemnify, hold harmless, and release the San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, and expenses, including attorney fees. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

As the proponent, I/We acknowledge that annexation to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5 may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIII C and XIII D of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

I hereby certify that the statements furnished above and in the attached supplements and exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 8/25/15


SIGNATURE OF APPLICANT

Allen J. Parker
PRINTED NAME OF APPLICANT

City Manager
TITLE

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

- ☒ ANNEXATION, DETACHMENT, REORGANIZATION SUPPLEMENT
- ☒ SPHERE OF INFLUENCE CHANGE SUPPLEMENT
- ☐ CITY INCORPORATION SUPPLEMENT
- ☐ FORMATION OF A SPECIAL DISTRICT SUPPLEMENT
- ☐ ACTIVATION OR DIVESTITURE OF FUNCTIONS AND/OR SERVICES FOR SPECIAL DISTRICTS SUPPLEMENT

KRM-Rev. 8/15/2012

SUPPLEMENT SPHERE OF INFLUENCE CHANGE

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

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

SPHERE EXPANSION

San Bernardino County Fire Protection District
157 West Fifth Street
San Bernardino, CA 92415-0451

SPHERE REDUCTION

City of San Bernardino
300 North "D" Street
San Bernardino, CA 92418-0001

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

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

The present General Plan land use distribution is as follows:

Residential	15,107 ac. or 29.2%
Commercial	3,773 ac. or 9.7%%
Industrial	5,426 ac. or 14.0%%
Agriculture	0%
Other	Public Facilities 12,543 ac. or 32.6%
	Parks & OS 1,733 ac. or 4.5%

The 2005 General Plan anticipates a build-out of 276,264 people in the City and 42,976 people in the City's sphere of influence for a total population of 319,240.

The planned land uses will not change as a result of this annexation. This annexation is a change in service providers not an annexation for development purposes.

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

The City of San Bernardino will continue to provide municipal public services and related facilities within the City, except fire protection and emergency medical services.

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

The San Bernardino County Fire Protection District will provide fire protection and emergency medical services to the entire City of Bernardino community. Please see Attachment A – Fire Plan of Service filed with the Annexation Supplement for a full description of the public facilities and public services.

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

San Bernardino's population has the lowest median household income of any city with a population greater than 50,000 in the state. This affects the City's ability to deliver a base level of needed services. A community without much income relies more on basic municipal services such as libraries, accessible recreation, and public safety than residents with greater disposable income and choices.

The City's economic struggles are also accompanied by low educational achievement. Thirty-two percent of San Bernardino's population does not have a high school diploma compared to the regional and state average of 21% and 19%, respectively. Only 11% of San Bernardino's population has a bachelor's degree or higher compared to the state's 31%.

The City has been challenged to provide fire service across the City, but has been particularly challenged by emergency medical demands. The San Bernardino Fire Department and the community have been suffering from what a fire services consultant (Citygate Associates) described in a *2014 Fire Services Deployment Study* as "severe stress." The report indicated this has resulted from a combination of factors found in a community with little economic investment, a city in bankruptcy and a low median income. Operational staff reductions combined with exceptionally high emergency medical incident call volumes and frequent structure fires have resulted in longer response times and an inability to stem the perception that San Bernardino may not be a community safe from fire. The 2014 study concluded that the City is "not over-deployed to serve its diverse geography and risks." However, given the level of emergency medical incidents, resources typically available for fire suppression are too often unavailable for an appropriate level of response in an urban setting. So while the department has an average number of total fire employees as measured by its peers, the calls for service make effective deployment challenging.

The Fire Service Plan provides a service plan that will result in real improvement to the entire City, but most importantly will enable the City to provide full service to social and economic communities which may have been particularly impacted by the City's bankruptcy.

The present and probable need for public facilities or services related to sewers, municipal and industrial water, or structural fire protection for any disadvantaged unincorporated community, as defined by Govt. Code Section 56033.5, within the existing sphere of influence.

The San Bernardino County Fire Protection District will provide fire protection, suppression and emergency medical services to any and all disadvantaged unincorporated communities within the City of San Bernardino's sphere of influence.

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

N/A

4. **If the proposal includes a special district sphere of influence change not considered to be minor, provide a written statement: (a) specifying the function or classes of service provided by the district(s) and (b) specifying the nature, location and extent of the functions or classes of service provided by the district(s). (See Government Code Section 56425(i)).**

The function or classes of service provided by the San Bernardino County Fire Protection District (amended 7/1/08, formerly known as the Yucca Valley Fire Protection District) include: Structural fire protection, watershed, prevention inspection, fire suppression, weed abatement, hazardous materials services, rescue, first aid, ambulance transportation, emergency response and disaster preparedness. The nature and location are provided throughout the District's boundaries to varying degrees based upon the financial resources available within the various service zones.

5. **For any sphere of influence amendment either initiated by an agency or individual, or updated as mandated by Government Code Section 56425, the following service review information is required to be addressed in a narrative discussion, and attached to this supplemental form (See Government Code Section 56430):**

- a. **Growth and population projections for the affected area.**

The total residential General Plan build-out for the City is 82,714 dwelling units (a 26.4% increase) with an additional 12,950 units in the City's sphere of influence. Total population is projected at 276,264 in the City with an additional 42,976 in the City's sphere of influence.

- b. **Location and characteristics of disadvantaged unincorporated communities within or contiguous to the sphere of influence.**

N/A

- c. **Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies, including those associated with a disadvantaged unincorporated community.**

Fire protection and emergency medical services should improve for any disadvantaged unincorporated communities within the City of San Bernardino's sphere of influence.

- d. **Financial ability of agencies to provide services.**

Please see Fiscal Impact Analysis –Options 1 and 2 (Attachments B and C) filed with the Annexation Supplement.

- e. **Status of, and opportunities for, shared facilities.**

Please see Fire Plan of Service (Attachment A) filed with the Annexation Supplement.

- f. **Accountability for community service needs, including governmental structure and operational efficiencies.**

Please see Fire Plan of Service (Attachment A) filed with the Annexation Supplement.

If additional sheet are submitted or a separate document provided to fulfill Item #5, the narrative description shall be signed and certified by an official of the agency(s) involved with

the sphere of influence review as to the accuracy of the information provided. If necessary, attach copies of documents supporting statements.

CERTIFICATION

As a part of this application, the City of San Bernardino (the applicant) agrees to defend, indemnify, hold harmless, and release the San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, and expenses, including attorney fees. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

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

DATE 8/25/15


SIGNATURE OF APPLICANT
Allen J. Parker
PRINTED NAME
City Manager
TITLE

KRM
RECEIVED
DEC 16 2015

City of San Bernardino
Annexation into the
San Bernardino County Fire Protection District
Plan of Service

LAFCO
San Bernardino County

December, 2015

1. Annexation

The City of Bernardino (City) proposes to annex into the San Bernardino County Fire Protection District (County Fire), its Valley Service Zone and Fire Protection Service Zone 5 (FP-5) for the provision of fire suppression and emergency medical services. Annexation to the San Bernardino County Fire District will allow the City to take advantage of the substantial economies of scale available from the District, as well as existing District stations and personnel located nearby to the City. These factors will allow the City to reduce the overall level of City revenue allocated to fire service delivery, freeing up scarce City resources to address other critical service delivery needs in the community. This is consistent with the City's Plan of Adjustment filed with the bankruptcy court on May 30, 2015.

The reorganization of County Fire and annexation of the City into County Fire would result in the complete assumption of fire, rescue, and EMS services by County Fire for the City of San Bernardino. Through the reorganization process an agreement will be developed to transfer a percentage of the City's property tax to revenue to County Fire to support the short and long term costs of providing fire protection services. Following completion of the reorganization, and execution of the property tax reallocation agreement, the City will have no further funding obligations for fire suppression or emergency services within the City. The proposed start of service should the reorganization be approved is July 1, 2016. The following describes the plan of service that would be provided by County Fire to the City upon annexation.

2. Incident Response

A. Fire Suppression

County Fire is a full-service organization operating seventy fire stations serving approximately 750,000 citizens throughout the approximately 16,535 square miles of unincorporated territory plus seven incorporated cities including Adelanto, Fontana, Grand Terrace, Hesperia, Needles, Victorville, and Yucca Valley. County Fire provides a full range of emergency services including ladder trucks and elevated stream operations, fire boats for water rescues, snow cats for winter operations, heavy equipment dozers and front-loaders for flooding and earth moving, hand crews, ambulance transportation in seven ambulance operating areas, paramedics on engines and ambulances, and large

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

incident command and control capability. County Fire's chief officers are trained to function in various Incident Command System (ICS) capacities while some participate on Interagency Management Teams. Levels of service vary in each community based on County Fire's available revenue. Staffing in County Fire stations varies from all paid-call firefighters to two, or three, career firefighters on each fire engine.

The City of San Bernardino is located within San Bernardino County Fire's Valley Service Zone. The Valley Service Zone currently staffs and deploys the following:

Table 1. County Fire Valley Service Zone Staffing and Resources

Personnel		Resources
Division Chief	1	Type I Engines
Battalion Chief(s)	6	Type III Engines
Administrative	3	Type VI Engines
Fire Captains	42	Ladder Trucks
Fire Engineers	42	Type I Hazmat Unit
Firefighters (PM)	54	Heavy Rescue
Firefighters	18	Squads
		Water Tenders
		Utilities
		Command Vehicles

To provide service to the City, County Fire would add an additional Division and Division Chief to the Valley Service Zone. County Fire would also add their fully funded current station in Mentone (Station 9) to the new Division.

B. Emergency Medical Response

County Fire is the largest provider of pre-hospital care in the County and second largest ambulance transport provider. This level of service is provided using Paramedic Engine/Truck/Squad Companies or Paramedic Ambulances depending on the need of the local communities. County Fire also has an extensive Automatic External Defibrillator (AED) program operating in 27 communities with 52 defibrillators.

C. Hazardous Materials Response

County Fire Hazardous Materials Division has maintained and implemented a comprehensive Hazardous Materials Emergency Response Team since 1983, which responds to all incidents associated with the release of hazardous materials or hazardous wastes throughout the County. The team is fully equipped and comprised of ten Registered Environmental Health Specialists who are trained to the State of California Hazardous Materials Specialist level.

For individual emergencies and disasters, hazardous materials responses are coordinated through the Incident Command System, the Standardized Emergency Management System (SEMS) and the automatic aid provisions. In addition to the ten Registered Environmental Health Specialists, County Fire maintains two Type II Hazardous Materials Response Units. One unit is located in the West Valley and one unit in the North Desert. The units are staffed with 36 Specialist Level members of the hazardous materials team. County Fire also maintains five Decontamination Trailers located in the various divisions for quick regional response. These units provide for the rapid decontamination and clothing of up to 500 victims for release or treatment during an emergency. Hazardous materials equipment, response, and training are coordinated through the Interagency Team concept adopted by the San Bernardino County Fire Chiefs' Association as an efficient delivery of specialized hazardous materials response throughout the County. Depending on the incident and resources available, members of the team may fill any position in the Incident Command System ranging from entry and de-con personnel, team leaders, HAZMAT group supervisor, PIO, safety officer and unified incident commanders.

The Hazardous Materials Emergency Response Team is critical to civil and criminal investigations. The team provides the expert testimony, obtains and prepares and documents evidence, and conducts the sampling maintaining the chain of custody for any evidence collected.

D. Rescue Operations

County Fire is one of California's largest Office of Emergency Services (OES) Urban Search & Rescue (USAR) local government resources. The County Fire currently deploys three Heavy Rescues and one Medium Rescues. County Fire has also been certified by the State of California as a Regional Taskforce for USAR providing RTF-6 for response throughout the State of California. County Fire currently has 70 personnel trained to "Heavy" Type I response capability, and these numbers continue to grow. Additionally, nearly all of County Fire's personnel have been trained in swift-water rescue, over-the-side rescue, and other various aspects of technical rescue. County Fire has also taken the lead within the County in the fight against terrorism. County Fire has been the recipient of numerous grants from the Federal Government for terrorism preparation. County Fire is also very active on the Terrorism Early Warning Group, the Terrorism Oversight Committee and Bio-Terrorism Operations Committee.

Urban Search & Rescue is considered a multi-hazard discipline; as it may be needed for a variety of emergencies or disasters, including earthquakes, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.

E. Mass-Casualty Incident Response

County Fire deploys trained and experienced personnel and resources to effectively manage mass-casualty incidents (MCI). Fixed resources include 11 self-contained MCI trailers stocked with medical equipment including backboards, blankets, trauma dressings, IV solutions, oxygen, triage tarps, etc., and each are designed to be towed or lifted by helicopter to the scene of a major medical incident. The MCI trailers are strategically located within each of the divisions near the likely locations of mass-casualty incidents such as transportation corridors and remote mountain communities. County Fire can also mobilize multiple ALS and BLS ambulances through existing Ambulance Mutual Aid Agreements on file with ICEMA. County Fire recognizes, and prepares for mass-casualty incidents in the event of an act of terrorism, natural disaster, or transportation incident.

F. Arson Investigation Services

County Fire provides Arson Investigation services for all areas served by the County Fire. The County Fire Fires Investigation Bureau has six investigators with at least one supervisor assigned daily. Fire prevention inspectors who are assigned a geographical region may also respond as fire investigator. The assigned investigator along with the back-up investigator covers all investigations after hours. The investigator who performs these duties are armed Peace Officers. Their responsibility is to conduct fire investigations for cause and origin, conduct criminal investigations, assist the local law enforcement agency, and County District Attorney with the prosecution of cases.

County Fire investigators work in conjunction with the San Bernardino County Sheriff Department Arson and Bomb Unit on multi-agency crime scene investigations. The Fire Investigation Unit conducts over 500 investigations annually.

G. Major Disaster Response

County Fire has a proven history of managing major incidents and disasters. Major disaster response usually includes the activation of Incident Management Teams to effectively manage the incident, and to free-up local resources and personnel. Several County Fire personnel on Interagency Management Teams functioning as Incident Commanders, Operation Section Chiefs, Logistics Chiefs, Safety Officers, Division/Group Supervisors, Public Information Officers, GIS Technical Specialists (mapping technicians), and Helicopter Coordinators. County Fire is also a participant in the San Bernardino County Chiefs Incident Management Team. Employees assigned to Incident Command Teams are all NWCG 310-1 Red-Card Certified (National Wildfire Coordinating Group). County Fire also has their own Type III Incident Management Team.

H. Confined-Space Operations

County Fire provides training to all suppression personnel to the Confined Space Awareness level. This level of training allows for basic confined space rescue operations and the establishment of the Incident Command System while awaiting the arrival of technical rescue team members. The majority of County Fire's personnel have obtained a higher level of training comprised of the Confined Space Rescue Operational level. County Fire has the capability of performing complex rescue operations using state-of-the-art rescue equipment. County Fire maintains and operates supplied-air breathing apparatus (SABA), intrinsically safe communications and lighting equipment, tripods for vertical entry and rescue operations, rope rescue systems, and other specialized equipment for complex confined space rescue operations.

3. Fire Prevention

A. Pre-development Planning

County Fire will assign members of the Fire Prevention Planning and Engineering Section to coordinate and participate in the City's development review process. This allows County Fire personnel to convey Fire Code requirements to contractors and developers interested in developing projects within the City. The Fire Prevention Planning and Engineering personnel will also review proposed developments, inspect proposed development sites, meet with City and County Building Officials, Planners and staff to make appropriate recommendations to developers.

B. Plan Submittal Review

The Fire Prevention Planning and Engineering Section will review all residential, commercial, industrial, and manufacturing plans as well as tract maps for compliance with the appropriate fire and building codes as well as our local ordinances and standards. The Prevention personnel will provide written comments to proposed developers and contractors regarding conditions and requirements for their projects and/or proposed developments. The Prevention staff will be available for questions pertaining to the proposed projects or developments.

C. Development Inspection

County Fire will provide site inspections of all developments within the City of San Bernardino requiring such inspections. Fire inspection personnel will coordinate and schedule inspection dates and times with the contractors and developers.

D. Post Occupancy Inspections

Pre-Fire Planning - County Fire will perform pre-fire inspection service assessments. An Engine company will perform these inspections through a coordinated effort with the Fire Prevention Division. Each engine company will be given a geographical area and be required to perform these inspections and generate pre-fire planning diagrams.

Permit Inspection and Permit Issuance - County Fire will provide annual inspections and permit issuance for occupancies as outlined in the California Fire Code and any County or City ordinances.

New Business Review - County Fire will perform new business occupancy inspections upon request from Land Use, Planning and Building and Safety. The expectation would be for Building and Safety to notify County Fire when a new business is being considered for a business license.

E. California Fire and Building Code Administration

County Fire administers the San Bernardino County Fire Code as amended from the California Fire Code as well as State Fire Marshal regulated sections of the California Building Code. A committee was established under the direction of the San Bernardino County Fire Chiefs' Association whose sole responsibility is to monitor changes, code adoptions and prepare staff reports with recommendations to the Fire Marshal for ordinance amendments and for proper interpretation of the San Bernardino County Fire Code.

F. San Bernardino City Fire Code Administration

As part of the annexation process, County Fire would require that related County ordinances and fee schedules would be adopted by the City.

G. Weed Abatement

County Fire performs vegetation risk assessments within its jurisdiction. Property owners are required to abate their property of weeds and vegetation that could create a fire hazard and pose a potential threat to adjacent properties. Property owners are given written notice to abate within a specified time frame to remain in compliance. County Fire will work with City code enforcement to gain voluntary compliance. If voluntary compliance is not obtained, there is an administrative citation process and a property lien process available depending on how compliant the property owner wishes to be. Generally, voluntary compliance has a high success rate in reducing neighborhood fire risk associated with vegetation management.

H. Fire Investigations

County Fire will provide fire investigative services and Fire Code law enforcement twenty-four hours per day in the City. Fire Investigators are sworn Peace Officers and Reserve POST certified investigators. County Fire also participates with the San Bernardino County Arson Task Force (SBCATF) under a cooperative agreement. The SBCATF provides additional investigations services for large scale and difficult to manage investigations without additional costs to jurisdictions.

I. Public Education and Special Events

Public education and special event management will be provided through County Fire's Community Safety Division with trained Fire Prevention Specialists. County Fire's public education programs include education for kindergarten through twelfth grade, the Juvenile Fire Starter Intervention program and customized program delivery for senior citizens.

Special event management incorporates all large venue events such as California Speedway and San Manuel Amphitheater as well as specialized management for individual jurisdictions events. Special Events Unit provides permitting and inspection services for all special events within County Fire's service area.

4. Dispatch/Communications

County Fire will transition the City of San Bernardino to the Confire JPA (CommCenter) Dispatch Center located in Rialto. County Fire will continue the use of the trunked Motorola 800 MHz radio system for all apparatus and staff vehicles and the County 900 MHz paging system. The Confire system also provides Automatic Vehicle Locators (AVL), Mobile Data Computer (MDC), and WiFi hotspots on all units to support the latest generation of Computer Aided Dispatch (CAD) and support. The Confire system dispatches the closest available unit by using the call location and real time AVL information to determine the closest unit. The MDC's provide call details, mapping and pre-plan information. Patient Care Reports are generated on tablet computers that are linked through the WiFi hotspot to the call data.

Confire is also a certified provider of Medical Priority Dispatch System (MPDS). The system is a medically approved, unified system used to dispatch appropriate aid to medical emergencies including systematized caller interrogation and pre-arrival instructions. MPDS starts with the dispatcher asking the caller key questions. These questions allow the dispatchers to categorize the call by chief complaint and set a determinant level ranging from A (minor) to E (immediate life threatening) relating to the severity of the patient's condition. The response then may be altered based on the determinant level. A two person squad may respond to A and B level calls without an engine company. This approach accomplishes two goals, ensuring a response and

evaluation to all 911 calls for service regardless of the status of the ambulance company and keeps the engine companies available and in their areas for the higher level calls. County Fire proposes to serve the City with one squad in the core of the city to run the low severity medical aid calls. The Confire JPA provides the network connectivity for all San Bernardino County Fire Stations to allow for system inter-action of various County Fire programs and management tools.

A. Estimated Average Response Time for Incident Response

Currently the City does not have a set response time goal. A June 2014 report by fire service consulting firm (Citygate) indicated that call to arrival time for 90% of calls was 9:36 minutes in 2013, which was above the time of seven minutes generally considered satisfactory in an urban setting. In particular call handling time of 2:31 and turnout time of 2:11 were significantly above industry standards.

County Fire's goal is to meet the National Fire Protection Association (NFPA) 1710 recommendations for the arrival of the first unit in five minutes and the first alarm in eight minutes but only meets this in some urban areas. Ninety percent of County Fire's calls are processed and dispatched in less than two minutes and eighteen seconds. Due to improvements in call processing time and as a result of utilizing County Fire Station 75, response times are expected to be at least be equal to current levels.

B. Existing Dispatch Equipment

The following dispatch equipment from the City Dispatch Center will be transferred to County Fire (Confire JPA) for continued used in dispatching and alerting units.

Item	Serial #	Location	Notes
Dell T3500 CPU	4B72FQ1	FD01 area	
Dell 2408WFP monitor	MX-OG283H•74262-891-234S	FD01 area	
Dell 2408WFP monitor	MX-OG283H7• 4262-891-103S	FD01 area	
Viewsonic VG930M-3 monitor	QC2101620855	FD01 area	
HP LaserJet Pro 300 Color MMP printer	CND8FCC8RY	FD01 area	
Dell Precision E221hB	6MH6YR1	FD01 area	First in alerting client
HP DC 5000 MP CPU	2UB440020V	FD03 area	Internet PC
Acer 245HQ Monitor	20902875543	FD03 area	
Dell GX 270	F615341	FD01 area	Internet PC
First-IN keypad (Modell# FRIC-AU)	849817	FD01 area	
XTS 5000	721CLK0848	FD01 area	
Spectra (S45ZXA5JC7AK)	581AUA3125	FD01 area	
Dell T3500 CPU	4B71FQ1	FD02area	
Dell 2408WFP monitor	MX•OGM504-74262-7AJ-2CES	FD02 area	

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

Dell 2408WFP monitor	MX-OGM504-46634-79H-1HFS	FD02 area	
HP RA373A monitor		FD02 area	
First-IN keypad (Model# FRIC•AU)	849819	FD02 area	
XTS 5000	721CLK0849	FD02 area	
Spectra (S45ZXASJC7AK)	581HRE0185	FD02 area	
Del T3500 CPU	4B63FQ1	FD03 area	
Dell 2408WFP monitor	MX•OGM504-74262 7AK ITIS	FD03 area	
Dell 2408WFP monitor	MX-OGM504-74262-B7A•2AAS	FD03 area	
HP RA373A monitor	CNN84500SQ	FD03 area	
First-IN keypad (Model# FRIC•AU)	849818	FD03 area	
XTS 5000	721CLK0847	FD03 area	
Spectra (S45ZXASJC7AK)	581AUA2573	FD03 area	
Dell T3500 CPU	GBG8PS1	Supervisor	
Acer 245HQ monitor	20902874743	Supervisor	
First-IN RIC (Model# QRIC-04-A-DT)	849845	Server Room	Radio interface controller
Dell Poweredge R710	JV7TBP1	Server Room	First in alerting server

Other notes: Each dispatch station has county radio console equipment, which is leased from the county. Each console has a Centercom Gold Series and Zetron 3022.

5. Administration

A. Liaison to the City

The Fire Chief of the San Bernardino County Fire Protection District will assign a Division Chief as the Fire Chief for the City of San Bernardino. The Division Chief shall act as liaison to the City regarding fire protection issues. If the City is required to maintain a Fire Chief, then the Mayor of the City of San Bernardino shall appoint such Fire Chief, subject to the approval of the City's Common Council, and the County Division Chief shall continue to be the liaison between County Fire and the City.

B. Meeting Attendance

The assigned Division Chief will attend all meetings as requested by the City. S/he will also attend Common Council meetings as the City Fire Chief or County Fire Division Chief and make appropriate reports on the activities of County Fire.

C. Reports and Records

County Fire maintains a variety of records that are typically maintained by fire departments. These records include emergency responses, company inspections, facility

and equipment safety inspections, equipment repairs, employee time reports, etc. Quarterly staff reports, review and adoption of related codes, and other related reports requested by the City and/or City Manager will be provided in a reasonable time-frame that is mutually agreed upon by both parties.

D. Fire Complaints and Public Information

County Fire understands the need for positive, engaged community relationships, which is a major value for the County Fire organization. The values cited in County Fire's Mission Statement would be applied equally in the City of San Bernardino. Information requested through the Public Information Act is readily available through our division headquarters or fire department administrative headquarters. County Fire has an established fee schedule and members of the public wishing copies of documents are subject to the appropriate fees.

E. City of San Bernardino Identity

County Fire will work with the City Manager or his/her designee to maintain the history and identity of the San Bernardino City Fire Department as much as possible. This would include equipment identification, fire station signage, reports and records. County Fire's customer service philosophy is focused on meeting the needs of the customer in the shortest reasonable timeframe, without numerous referrals or transfers to other departmental agencies, and mostly being courteous, polite, and helpful in every manner.

F. Financial Management

County Fire will provide the City of San Bernardino financial reports whenever requested. County Fire will also work with the City to provide these reports in an acceptable format and include any reasonably obtainable information. County Fire shall maintain a separate accounting of all FP-5 funds generated and spent within the City of San Bernardino.

6. Facilities and Equipment

A. Buildings

All listed buildings and property of the San Bernardino City Fire Department would become property of County Fire following completion of the reorganization. This includes all City Fire property in each facility. For those properties transferred, County Fire will then be responsible for all future maintenance, repairs and replacement. All Quit Claim Deeds shall be prepared by the City Managers Office and ready for filing on the date of reorganization.

B. Equipment

Upon the occurrence of the reorganization the real property locations listed on Exhibit "A" ("Transferred Facilities and Vehicles") attached hereto and incorporated by reference (the "Transferred Facilities"), and the vehicles listed on Exhibit "B" (the "Transferred Vehicles"), together with all the fixtures and furnishings of the Premises, together with all firefighting equipment and apparatus used in connection with the Facilities and Vehicles, and all property, furniture, fixtures, materials, and equipment necessary or convenient to service, maintain, repair, provision or replace the Vehicles and the Premises, and any and all property, furnishings and equipment, real or personal, previously furnished by CITY for Office of Emergency Services, fire prevention services, fire protection and ALS/Paramedic services, for the purpose of performing the activities and fulfilling the responsibilities of County Fire shall become property of County Fire. County Fire shall be responsible for all future maintenance, repairs and replacement of vehicles, equipment, and facilities in the City of San Bernardino. The City Managers Office shall prepare all Title Transfer Documents for the Vehicles listed in Exhibit "A" and present them to County Fire by the reorganization date.

7. Miscellaneous

A. Assumption of Existing Personnel

1. Suppression Personnel. County Fire agrees to offer employment to all City Suppression Personnel to the extent that each of such Suppression Personnel successfully passes, in the sole determination of County Fire, the background check, including review of their City of San Bernardino personnel file, training records and applicable certificates, pre-employment physical, and drug test required by County Fire. Such Suppression Personnel will be hired as new County Fire employees for all purposes except those set forth below. Failure to pass the required background check/pre-employment physical or drug test shall disqualify a person from employment with County Fire.
2. Seniority of Suppression Personnel. County Fire agrees to maintain employee's City service dates for the following purposes, only: (i) County Fire's retirement contribution, with the rate to be determined by San Bernardino County Employees Retirement Association ("SBCERA"), recognizing that the reciprocal retirement contribution rate only applies if the employee does not elect retirement from City's retirement plan and takes all actions necessary to establish reciprocity; (ii) participation in the Retiree Medical Trust Fund; and (iii) vacation accrual rate.
3. Hiring of City Non-Suppression Personnel. Offers of employment to City non-suppression personnel with County Fire will be based on each person's

experience, qualifications and certifications. The number of non-suppression personnel offered employment with County Fire will be determined by the qualifications of the employees and the availability of positions within County Fire as of the date of reorganization. Any Non-Suppression Personnel offered employment by County Fire will be required to successfully pass, in the sole determination of County Fire, a background check including a review of their City of San Bernardino personnel file, training certificates and records, pre-employment physical, and drug test as required by County Fire. Failure to pass the required background check/pre-employment physical or drug test shall disqualify a person from employment with County Fire. All City Non-Suppression Personnel will be hired as new County Fire employees for all purposes except the following: (i) The County's miscellaneous employee retirement contribution rate as determined by the San Bernardino County Employees Retirement Association (SBCERA), recognizing that the reciprocal retirement contribution rate only applies if the employee does not elect retirement from City's retirement plan and takes all actions necessary to establish reciprocity; (ii) vacation accrual rate; (iii) participation in the Retirement Medical Trust; (iv) sick leave conversion eligibility. All Non-Suppression Personnel that are on probation at the time of employment with County Fire will be required to serve a twelve (12) month probationary period with County Fire. All City employees hired by County Fire will be eligible to compete for future promotional opportunities with County Fire as soon as they are eligible to do so. Time employed by the City will be counted for promotions within County Fire requiring a minimum amount of time with County Fire or achievement of a certain rank or position.

4. Vacation/Sick Leave. On or before the completion of the reorganization, City may remit to County Fire the cash value of up to 96 hours of vacation leave and up to 96 hours of sick leave, to the extent owing, of each hired employee's City's leave balances at the rate of pay the employee will be receiving at County Fire for purchase of leave balances for the hired employees (the "Vacation/Sick Leave Advance"). County Fire will have no responsibility for determining the appropriate number of hours to be purchased by City for employees hired by County Fire. Except to the extent covered by the Vacation/Sick Leave Advance, City will retain all liability for employee leave balances and related matters. City will similarly retain all liability for pre-existing medical conditions due to occupational injuries for all City employees hired by County Fire.
5. Unfunded Retirement Plan Liability. City will retain all liability for any unfunded retirement plan liability as of the annexation date for all City employees hired by County Fire. City will retain all liability for any promised retirement benefits, such as health insurance maintenance or payment.

County Fire does not accept any liability regarding City employees that arises from City employment up through the reorganization date.

6. Positions with County Fire. Notwithstanding any provision to the contrary in the Personnel Rules for Board Governed Special Districts to which County Fire is subject, all Suppression Personnel and other City employees that are offered employment by County Fire upon or shortly after the annexation date will be offered comparable positions with County Fire at a base salary (without incentive) and step, as effective March 1, 2016, that is closest in pay to the City fire department position salary for that position, except in circumstances where City salary is higher than County Fire's top step for the position offered, in which case County Fire's top step will be applicable. Suppression Personnel hired by County Fire will be offered employment in positions as determined by County Fire. Management Suppression Personnel that are offered employment will be placed at the salary rate of a top step Captain with County Fire. Within thirty (30) days of employment with County Fire, all City Fire Management will be eligible to test for Chief Officer County Fire positions created through the annexation of the City of San Bernardino. All City Fire Management personnel successfully passing the testing process shall be placed on a promotional list that will be created on or about September 1, 2016. Such list shall be effective one (1) year from its creation or until there are no employees on the list, whichever occurs first. No hired Suppression Personnel will be placed at a salary level above a County Fire top step Captain. All Suppression Personnel that are on probation at the time of employment with County Fire shall serve a twelve (12) month probationary period with County Fire. All City employees hired by County Fire will be assigned to the retirement system associated with County Fire's classifications, and will be eligible to compete for future promotional opportunities with County Fire as soon as they are eligible to do so. Time employed by the City fire department and the rank with the City fire department will be counted for promotions within County Fire requiring a minimum amount of time with County Fire or achievement of a certain rank within County Fire.
7. Maintenance of Certifications. City Personnel hired by County Fire will be required to maintain all appropriate licenses, certifications and registrations for the position they are assigned.

The City and County will work together to make the transition as smooth as possible. The County will provide an orientation for City employees during the transition to cover options for City employees. The County will provide staff from the County's retirement system (SBCERA) to give City employees their options regarding the retirement system. The City has and will continue

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

to meet and confer with the appropriate labor organizations representing both suppression and non-suppression personnel regarding the implementation of the above terms and consistent with applicable time-lines necessary to the annexation proceedings.

Employee Transition Plan:

City Job Classification	Number of City Positions	County Job Classification	Number of County Fire Positions
Suppression Staff			
Fire Chief	1	Fire Captain	1
Deputy Fire Chief	1	Fire Captain	1
Battalion Chief	6	Fire Captain	6
Fire Captain	37	Fire Captain	37
Captain/Investigator	1	Fire Captain	1
Fire Engineer	30	Fire Engineer	30
Firefighter/Paramedic	36	Fighter/Paramedic	36
SUPPRESSION TOTALS	112		112
Office Staff			
Administrative Analyst II	1	Staff Analyst I, II or Budget Officer	1
Executive Assistant to Director	1	Office Assistant II or III	1
Senior Admin. Assistant	3	OA I, II, Payroll Clerk, Fiscal Asst	3
OFFICE STAFF TOTALS	5		5

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Training Staff			
EMS Coordinator RN	1	EMS Nurse Educator	1
TRAINING TOTALS	1		1
Dispatch			
Dispatch Supervisor	3	Dispatcher	3
Dispatcher II	8	Dispatcher	8
Dispatcher I (Flex)	1	Dispatcher	1
DISPATCH TOTALS	12		12
Fleet Services			
Equipment Maintenance Sup.	1	Fire Mechanic	1
Mechanic II	2	Fire Mechanic	3
Mechanic I (Flex)	1	Fire Mechanic or County Mechanic	0
Senior Warehouse Driver	1	Fire Equipment Tech	1
FLEET TOTALS	5		5
Fire Prevention			
Fire Marshal	1	Fire Prevention Supervisor or FPS	1

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Fire Risk Reduction Supervisor	1	Fire Prevention Officer or Fire Prevention Specialist	1
Fire Prevention Officer	4	Fire Prevention Officer or Fire Prevention Specialist	4
PREVENTION TOTALS	6		6

The County Fire positions listed in red will require review of the City employees' qualifications and experience to ensure the employees meet the minimum requirements for the County position and determine what position can be offered.

B. Workers Compensation Insurance

Workers compensation will be provided by County Fire in accordance with State law and its own policies and requirements. The City will have no responsibility for workers compensation expenses or administration after the date of annexation. Legacy workers' compensation costs will remain with the City. The City shall have provided County Fire and LAFCO with documentation evidencing, to the reasonable satisfaction of County Fire and LAFCO, that City has obtained or will obtain by the completion of the reorganization adequate worker compensation tail insurance covering all workers compensation claims of all City suppression personnel and other City employees to be hired by County Fire incurred before the annexation date.

C. Vehicle and Liability Insurance

Vehicle ownership along with vehicle liability insurance would be transferred to County Fire. The City will have no responsibility for vehicles or equipment expenses or administration after the date of annexation.

D. Subcontractors

County Fire does not intend to subcontract any portion of the service described herein.

E. Litigation

The disposition and impact of any litigation filed prior to the completion of the reorganization with City of San Bernardino fire department employees (individual or any collective bargaining group) will be the responsibility of the City of San Bernardino. If the reorganization is not completed because of any litigation the operation of the City Fire Department will continue with the City until the litigation is resolved and the reorganization is completed. The City and the San Bernardino City Professional

Firefighters' Union are currently in settlement discussions regarding administrative claims and lawsuits filed separately or in connection with the City's Bankruptcy Court proceedings.

F. Legacy Costs

All existing liabilities and legacy costs including but not limited to Workers Compensation, Retirement System unfunded liability, and existing leave balances shall remain with the City. The County shall only be liable for costs incurred after the reorganization date.

G. CFD Transfer

The north end Community Facilities District (CFD-1033) shall be transferred to the San Bernardino County Fire District through LAFCO pursuant to Government Code Section 56886(u). This funding shall continue to be used for the ongoing maintenance and operation of the Verdemon fire station.

H. City Contract with San Manual Fire

The City of San Bernardino has a contract with the San Manual Band of Mission Indians to provide dispatching, mechanic, reserve units, fire prevention services, and automatic aid as needed. This contract expires June 30, 2017 and was prepaid by San Manual. The remaining cash value of the contract for service between July 1, 2016 (reorganization date) and June 30, 2017 is \$86,333. This amount shall be paid to the County Fire District by the City of San Bernardino by the reorganization date and the County Fire District shall provide the services specified by the contract for the remainder of the contract term. The County Fire District has the full ability to provide the outlined services to the San Manual Fire Department that were provided by San Bernardino City. At the conclusion of the existing contract the County Fire District intends to enter into a new contract with San Manuel Fire if they elect to continue the partnership with the District.

I. ARFF JPA

The County Fire District will continue the Aircraft Rescue and Firefighting joint Powers Authority that exists between Crafton Hills College, San Bernardino County Fire District, and the City of San Bernardino. This JPA operates the ARFF training facility at San Bernardino International Airport.

J. City Contract with County Fire

County Fire currently contracts with the City of San Bernardino to provide fire, rescue, and EMS services to several County pockets within the City. County Fire pays the City approximately \$487,000 per year to provide this service. Upon the reorganization these funds will stay in the Valley Service Zone to support the increased call volume and cost for County Station 75 in Muscoy and County Station 2 in Devore as they support operations within the City of San Bernardino.

8. Staffing Plan

The City's Common Council chose and approved the submitted staffing model on August 24, 2015.

A. Facilities and Equipment

County Fire will take ownership of all listed facilities and vehicles upon completion of the annexation.

B. Equipment and Station Replacement Fund

County Fire would establish a capital replacement program for the replacement of City equipment and remodeling or replacement of stations as needed. County Fire proposes the vehicle replacement program be based on an age replacement schedule. Some vehicles may need replacement sooner while others may be extended depending on the usage of the vehicle. Any replacement schedule will need to meet County Fire's available funding and replacement policies. County Fire recommends the following vehicle and apparatus replacement schedule:

Table 2. Proposed City Vehicle Apparatus and Replacement Schedule

• Engine	20 years (10 to 12 years frontline/8 to 10 years reserve)
• Ladder Truck	20 years (10 to 12 years frontline/8 to 10 years reserve)
• Water Tender	20 years
• Brush Engine	20 years
• Squad	7 years (5 years frontline/2 years reserve)
• Staff Vehicle	7 years
• Command Vehicle	7 years (5 years frontline/2 years reserve)

County Fire will establish a Capital Replacement Fund starting at \$1,839,330 with the annexation in fiscal 2016/17 and increasing at 2% per year thereafter. The formula is based on the above replacement schedule and the following vehicles and stations.

Type	Number	Annual Reserve
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Engine	10	630,697
Truck	2	221,340
Squad	1	34,355
Air/Light	1	11,985
Command	4	47,793
Brush Engine	5	153,677
Prevention Supervisor	2	7,344
Prevention	4	11,424
Utility	1	4,675
Generator	2	2,040
Station Replacement	10	714,000
Total		1,839,330

C. Service Level

County Fire believes this service model best meets the City's need to provide a level of service adequate for cities of comparable size, area, and demographics. County Station 75 (Muscoy) is integral to this service model. The ten identified fire stations would be staffed daily with 38 full-time employees as shown in the table below. Each unit would provide Advanced Life Support services and the fire stations will be supervised by a Battalion Chief who will be on-duty twenty-four hours per day, seven days per week and respond to all incidents requiring a Chief Officer. County Fire Station 75 would cover the current area served by Station 223. A future goal would be to add an additional squad to run the high volume of low priority medical aids in the core of the

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City. This plan would use the Priority Dispatch Program to reduce the call volume for the engine companies and keep them available in their areas for major emergencies.

The annual estimated operating cost for fiscal 2016/17 excluding one-time start-up costs is \$31,411,666.

Table 3. Service and Staffing Plan

Position	#	Annual Operating Cost
Division Chief	0.93	277,958
Battalion Chief	2.80	752,536
Captain	36.00	7,717,896
Engineer	36.00	6,713,820
Firefighter/PM	39.00	6,423,846
Firefighter	3.00	453,021
Deputy Fire Marshal	1.00	231,659
Fire Prevention Supervisor	1.00	144,546
Fire Prevention Specialist	2.00	245,098
Fire Prevention Officer / Arson	1.00	191,805
Fire Prevention Officer	3.00	316,824
Fire Prevention OA II	1.00	60,440
Office Assistant III	0.93	56,400
Staff Analyst I	0.93	86,796
Total Personnel Costs	128.58	23,672,645
Station Expenses		2,143,275
Service/Supplies/Dispatch/MIS		2,534,749
Overhead/Support		1,221,667
Total Operating Expenses		5,954,691
Capital Improvement Fund		1,839,330
Total Personnel and Operating		\$31,411,666

Daily Staffing configuration:

Station 221 – Engine, Truck (CAP, ENG, FF/PM + CAP, ENG, FF/PM)

Station 222 – Engine (CAP, ENG, FF/PM)

Station 223 - **CLOSED**

Station 224- Engine, Truck (CAP, ENG, FF/PM + CAP, ENG, FF/PM)

Station 225 – Engine (CAP, ENG, FF/PM)

Station 226 – Engine, Squad (CAP, ENG, FF/PM + FF/PM, FF)

Station 227 – Engine (CAP, ENG, FF/PM)

Station 228- Engine (CAP, ENG, and FF/PM)

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Station 229- Engine (CAP, ENG, and FF/PM)

Station 230 - **CLOSED**

Station 231 – Engine (CAP, ENG, FF/PM)

Station 232 – Engine (CAP, ENG, FF/PM)

Exhibit A

Transferred Facilities and Vehicles

Facilities

- Station 221 - 200 E. 3rd Street (APN 0135-181-63-0000)
- Station 222 - 1201 W. 9th Street (APN 0139-241-07-0000)
- Station 224 - 2641 N. E Street (APN 0149-161-17-0000)
- Station 225 - 1640 W. Kendall Drive (APN 0266-601-03-0000)
- Station 226 - 1920 N. Del Rosa Avenue (APN 0273-011-22-0000)
- Station 227 - 282 W 40th Street (APN 0154-211-17-0000)
- Station 228 - 3398 E. Highland Avenue (APN 0285-191-05-0000)
- Station 229 - 202 N. Meridian Avenue APN 0142-051-13-0000)
- Station 231 - 450 E. Vanderbilt Drive (APN 0281-341-09-0000)
- Station 232 - 6065 Palm Avenue (APN 0261-191-06-0000)
- Fleet Facility – 120 S. D Street (APN 0136-122-89-0000 & 0136-122-90-0000)

Station 223 (2121 Medical Center Drive) and station 230 (502 S. Arrowhead) will not be transferred to County Fire.

VEHICLES

ID	YR	MAKE/MODEL	LICENSE	TITLE/CALL SIGN
AL-1	2002	PIERCE/SABER	1113897	AIR/LIGHT 221
BC-5	2002	CHEVY TAHOE	1113872	EMS Coord
BC-6	2002	CHEVY TAHOE	1136817	Res
BC-7	2007	CHEVY TAHOE	1245232	C-600
BC-8	2007	CHEVY TAHOE	1256945	DC-601
BC-9	2007	CHEVY TAHOE	1270315	BC-605
BC-10	2007	CHEVY TAHOE	1272826	BC-603
BC-11	2007	CHEVY TAHOE	1272827	BC-604
BC-12	2007	CHEVY TAHOE	1272828	BC-602
BE-1	2000	INTERNATIONAL	1041396	BE-225
BE-2	2000	INTERNATIONAL	1041397	BE-228
BE-3	2000	INTERNATIONAL	1041398	BE-232
BE-4	2002	INTERNATIONAL	1113898	BE-226

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BE-5	2002	INTERNATIONAL	1113896	BE-227
FL-2	1999	CAT	1351160	FORKLIFT
G-1	2009	WHITEMAN	1413441	SBIA
G-2	2012	WHITEMAN	948867	SHOP
G-3		DAYTON	N/A	SBIA
HM-2	2000	PIERCE/SABER	1041399	HM-231
HM-3	2004	SPORT TRAILER	1176878	HM-231 TRAILER
HR-1	2002	PIERCE/SABER	1113899	HR-221
HR-2	2005	WELLS TRAILER	1202588	HR-221 TRAILER
MC-1	2011	MOTOR HOME	1353921	DISASTER PREP
ME-9	1999	PIERCE/DASH	1012639	RESERVE
ME-10	1999	PIERCE/DASH	1031234	RESERVE
ME-11	1999	PIERCE/DASH	1012638	RESERVE
ME-12	1999	PIERCE/DASH	1012637	RESERVE
ME-13	1999	PIERCE/DASH	1012641	RESERVE
ME-14	1999	PIERCE/DASH	1012642	RESERVE
ME-15	1999	PIERCE/DASH	1012643	RESERVE
ME-16	2000	PIERCE/DASH	1057355	ME-225
ME-17	2000	PIERCE/DASH	1057356	ME-227
ME-18	2000	PIERCE/DASH	1057357	ME-229
ME-19	2000	PIERCE/DASH	1057358	RESERVE
ME-20	2004	PIERCE/DASH	1149085	ME-232
ME-21	2008	PEIRCE/ARROW	1202931	ME-221
ME-22	2008	PEIRCE/ARROW	1202887	ME-222
ME-23	2008	PEIRCE/ARROW	1202889	RESERVE
ME-24	2008	PEIRCE/ARROW	1202888	ME-224
ME-25	2008	PEIRCE/ARROW	1202938	ME-231
ME-26	2008	PEIRCE/ARROW	1202940	ME-226
ME-27	2008	PEIRCE/ARROW	1202939	ME-228
RS-3	2003	CHEVY/PU	1169593	REPAIR
SQ-1	2008	FORD/F-450	1302512	MS
SQ-2	2011	FORD/F-450	1358360	MS
SS-18	2000	FORD/RANGER	1063863	PARTS
SS-20	2001	FORD/CROWN VIC	1288188	EQUIP. SUPER
SS-22	2001	FORD/F-250	1081865	DELEVERY
SS-23	2001	FORD/CROWN VIC	1119818	POOL
SS-24	2001	FORD/CROWN VIC	1119819	POOL
SS-25	2001	FORD/CROWN VIC	1119820	POOL
SS-26	2001	FORD/CROWN VIC	1119821	ADMIN
SS-27	2001	FORD/TAURUS	116308	POOL

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SS-28	2002	CHEVY/S-10	1120978	PREVENTION
SS-29	2002	CHEVY/S-10	120977	PREVENTION
SS-30	2002	FORD/TAURUS	1132592	PREVENTION
SS-32	2002	FORD/TAURUS	1147946	PREVENTION
SS-34	2005	CHEVY/EQUINOX	1209227	PREVENTION
SS-35	2005	CHEVY/EQUINOX	1209223	PREVENTION
SS-36	2005	CHEVY/EQUINOX	1209228	PREVENTION
SS-37	2005	CHEVY/EQUINOX	1209229	PREVENTION
SS-38	2005	CHEVY/EQUINOX	1209224	PREVENTION
SS-41	2002	CHEVY/TAHOE	5XSM564	INVESTIGATIONS
SS-42	2005	FORD/F-150	8M17730	INVESTIGATIONS
SS-43	2006	FORD/CROWN VIC	1225383	SWAT - MEDICS
SS-44	2001	DODGE/RAM 2500	1202944	ARSON
SS-46	2006	TOTOTA/4 RUNNER	6WGR290	INVESTIGATIONS
SS-47	1988	FORD/PU	J4409	ATF (LOAN)
T-2	1993	SEAGRAVE	374833	RESERVE
T-3	1999	PIERCE/DASH	1012640	RESERVE
T-4	2008	PIERCE/ARROW	1202891	T-224
T-5	2008	PIERCE/ARROW	1202892	T-221
UT-1	2007	AZTEX/TRAILER	1202924	TRAILER 225
UT-2	2007	AZTEX/TRAILER	1202925	TRAILER 231
UT-3	2007	SPORT TRAILER	1234354	EXPLORER TRAILER
UT-4	2007	SPORT TRAILER	1234355	HONOR GD TRAILER
UT-5	2007	SCOTTY SAFETY	1234362	PUB ED TRAILER
UT-6	2008	FORD/F-450	1312634	STAKE BED
UT-7	2011	SPORT TRAILER	1361387	CERT TRAILER
UT-8	2011	SPORT TRAILER	1361388	CERT TRAILER
UT-9	2011	SPORT TRAILER	1361389	CERT TRAILER
UT-10	2011	SPORT TRAILER	1361390	CERT TRAILER
UT-11	2011	SPORT TRAILER	1361391	CERT TRAILER
UV-1	2007	KAWASAKI/MULE	N/A	MULE 231
UV-2	2007	KAWASAKI/MULE	N/A	MULE 225

- **P-2 1948 SEAGRAVE 126921 (parade vehicle) to remain as property of CITY.**


 MARK A. HARTWIG
 Fire Chief
 San Bernardino County Fire District

12.16.2015
 Date

San Manuel Band of Mission Indians

CERTIFICATE OF RESOLUTION

Resolution No. 2015-024

BUSINESS COMMITTEE OF THE SAN MANUEL BAND OF MISSION INDIANS

Conditional Consent to the Inclusion of the San Manuel Indian Reservation in San Bernardino County Fire Protection District (SBCFPD) Service Zone FP-5 for Purposes of Fire Protection.

WHEREAS, the San Manuel Band of Mission Indians (Tribe) is a federally recognized Indian tribe exercising sovereign governmental authority over its territory, members, and activities, including the San Manuel Indian Reservation; and

WHEREAS, the Tribe provides fire services to the Reservation through the San Manuel Fire Department (SMFD); and

WHEREAS, the San Bernardino County Consolidated Fire District includes San Bernardino Community Service Area 38 (CSA 38), which was created in 1969 and purportedly included the San Manuel Indian Reservation; and

WHEREAS, San Bernardino Local Agency Formation Commission (LAFCO) is currently considering a proposal to include the entirety of the City of San Bernardino ("City") within SBCFPD Service Zone FP-5, including as part of such an overlay tribal lands comprising the San Manuel Indian Reservation within the exclusive jurisdiction of the Tribe and the federal government;

WHEREAS, LAFCO has requested the Tribe's consent to be included in the overlay of the reorganized fire district and for the City's assignment to SBCFPD of City's existing Emergency Services Agreement with Tribe which runs through June 30, 2017; and

WHEREAS, the San Manuel Fire Department consulted with members of the San Bernardino County Fire Department and LAFCO regarding the operative impact of inclusion in the overlay; and

WHEREAS, as part of the reorganized fire district, SMFD shall have continued access to additional equipment, personnel, and resources in the event of an emergency; and

WHEREAS, both SMFD and the County remain committed to maintaining the current cooperative relationship between each respective government agency; and

WHEREAS, the County and LAFCO understand and agree that the Tribe's inclusion does not subject it to County, or any other non-Tribal government's ordinances, regulations, taxes, or jurisdiction; and

WHEREAS, the County and LAFCO further understand that the inclusion does not subject the Tribe or its lands to the authorities granted to CSA 38 or the reorganized fire protection district under California Health and Safety Code § 13800 *et seq.*, or to any other authority exercised under state or local law unless expressly agreed to by the Tribe in writing and by a separately-approved Tribal resolution designated for that purpose; and

NOW THEREFORE BE IT RESOLVED, the San Manuel Band of Mission Indians consents to the inclusion of the San Manuel Indian Reservation into the County Fire overlay, subject to the understandings, limitations and conditions provided herein, including without limitation the following:

1. This approval shall not be construed as the Tribe's consent to State or County jurisdiction over any matters, including, without limitation, fire prevention, fire inspection, fire code enforcement, permitting, administrative, or any other authority.
2. This approval shall not be construed as the Tribe's consent to any ordinance, code, law, or regulation enacted by the State, County or any of their affiliates, agencies, or related entities, or any other non-Tribal governmental entity.
3. The Tribe's consent shall not be construed as explicit or implied consent to any authority exercised by any fire protection district pursuant to California Health and Safety Code § 13800 *et seq.* or any other related state or County law or regulation.

BE IT FURTHER RESOLVED, the powers exercised by the governing bodies of San Bernardino County and SBCFPD are strictly limited to its respective officers, employees, agents, personnel, assets and resources used to respond to emergencies. Under no circumstances shall such powers apply to the San Manuel Band of Mission Indians, the SMFD, its agents, officers, employees, personnel, assets or resources.

BE IT FURTHER RESOLVED, when operating on the Tribe's lands, the management of emergency incidents involving SBCFPD resources shall be conducted using the Incident Command System with a SMFD officer as the

Incident Commander in single jurisdictional incidents on the Tribe's lands. For those incidents occurring on or impacting both jurisdictions, such management shall be conducted with the Tribe and the local fire protection district participating in a unified command structure.

BE IT FURTHER RESOLVED, Tribe consents to the assignment of the Emergency Services Agreement by City to SBCFPD for the duration of its term;

BE IT FURTHER RESOLVED, this consent shall be incorporated into and made a part of the LAFCO 3198 Reorganization Service Zone FP-5.

BE IT FURTHER RESOLVED, nothing contained in this consent shall be deemed to constitute a waiver or diminution of the Tribe's sovereign immunity from unconsented suit.


BE IT FURTHER RESOLVED, in the event any non-Tribal governmental entity (including without limitation, any State or federal court) shall undermine, ignore or act contrary to any of the understandings, limitations or conditions of this Resolution, as determined in the Tribe's sole discretion, the Tribe reserves the right to withdraw its consent provided herein retroactively to the date of this Resolution or any such non-Tribal act.

BE IT FINALLY RESOLVED, both the Tribe and San Bernardino County will continue consultations in a government-to-government setting for the purposes of ensuring the continued safety of the San Manuel tribal community and the citizens who visit Tribal lands.

CERTIFICATION

By a vote of the Business Committee of the San Manuel Band of Mission Indians at a duly noticed meeting at which a quorum was present, held at approximately 10 a.m. on December 2, 2015 at the Tribal Community Center on the San Manuel Indian Reservation, the above-recited Resolution was passed by the Business Committee following a vote of 5 in favor, 0 against and 0 abstentions.

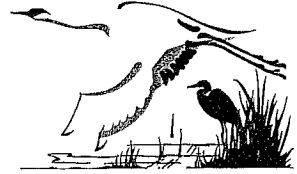
Dated: December 2, 2015


LYNN R. VALBUENA
Tribal Chairwoman

**Letter from Commission Environmental
Consultant Tom Dodson of Tom Dodson
and Associates Dated January 10, 2016**

Attachment 3

TOM DODSON & ASSOCIATES
2150 N. ARROWHEAD AVENUE
SAN BERNARDINO, CA 92405
TEL (909) 882-3612 • FAX (909) 882-7015
E-MAIL tda@tdaenv.com



January 10, 2016

RECEIVED
JAN 19 2016

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

LAFCO
San Bernardino County

Dear Kathy:

LAFCO 3197 consists of a Sphere of Influence (SOI) Amendment for the San Bernardino County Fire Protection District to incorporate the City of San Bernardino area. LAFCO 3198 consists of a proposal initiated by the City of San Bernardino to reorganize and annex into the San Bernardino County Fire Protection District (County Fire), its Valley Service Zone and Fire Protection Service Zone 5 (FP-5) for the provision of fire suppression and emergency medical services. The study area encompasses the entirety of the corporate boundaries of the City of San Bernardino, comprising approximately 38,144 acres. The purpose of the SOI Amendment and reorganization is to annex the City area to the County Fire District, its Valley Service Zone and Service Zone FP-5. This change of organization will entail the transfer of the City's Fire Department employees, assets obligations, liabilities and responsibilities to County Fire and its related service zones. The consideration of the proposed reorganization will include the annexation into Service Zone FP-5 which includes a special tax for funding of fire protection and emergency medical response services. This special tax includes an annual inflationary rate of up to a maximum of 3% increase.

Annexation to County Fire will allow the City to take advantage of the substantial economies of scale available from this agency, as well as existing County Fire stations and personnel located nearby to the City. The proposed annexation encompasses the current City of San Bernardino incorporated area (estimated at 38,144 acres). If LAFCOs 3197 and 3198 are approved, County Fire will assume responsibility for providing fire suppression and emergency medical response services for the City of San Bernardino.

The reorganization allowed by LAFCO 3197 and proposed by LAFCO 3198 represents a straight forward replacement of the City's existing Fire Department by County Fire. The City's existing fire, rescue and emergency personnel and physical assets will be transferred to the County. In essence, these services continue to be provided to City of San Bernardino

residents, but County Fire assumes the responsibility for these services in the future. Accordingly, approval of LAFCOs 3197/3198 has no identified potential to cause any modifications to the physical environment. Given this circumstance, I recommend that the Commission find that a Statutory Exemption (as defined in the California Environmental Quality Act, CEQA) applies to LAFCOs 3197/3198 under Section 15061 (b) (3) of the State CEQA Guidelines (General Rule), which states: "A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." It is my opinion, and recommendation to the Commission, that this circumstance applies to LAFCOs 3197/3198, which will facilitate future emergency response service to the residents of the City of San Bernardino.

Based on this review of LAFCOs 3197 and 3198 and the pertinent sections of CEQA and the State CEQA Guidelines, I conclude that LAFCOs 3197/3198 does not constitute a project under CEQA and adoption of the Statutory Exemption and filing of a Notice of Exemption is the most appropriate determination to comply with CEQA for these actions. The Commission can approve the review and findings for these actions and I recommend that you notice LAFCOs 3197/3198 as statutorily exempt from CEQA for the reasons outlined in the State CEQA Guideline sections cited above. The Commission needs to file a Notice of Exemption with the County Clerk to the Board for this action once it is completed.

A copy of this exemption should be retained in LAFCO's project files to serve as verification of this evaluation and as the CEQA environmental determination record for LAFCOs 3197/3198. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Tom Dodson".

Tom Dodson

Draft LAFCO Resolution No. 3212

Attachment 4

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

215 North "D" Street, Suite 204, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 885-8170
E-mail: lafco@lafco.sbcounty.gov
www.sbclafco.org

PROPOSAL NO.: LAFCO 3197

HEARING DATE: JANUARY 27, 2016

RESOLUTION NO. 3212

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO 3197 AND APPROVING THE SPHERE OF INFLUENCE EXPANSION FOR THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (sphere amendment to include the entirety of the City of San Bernardino which encompasses approximately 38,144 acres (59.5 square miles).

On motion of Commissioner _____, duly seconded by Commissioner _____, and carried, the Local Agency Formation Commission adopts the following resolution:

WHEREAS, an application for the proposed sphere of influence amendment (expansion) in the County of San Bernardino was filed with the Executive Officer of this Local Agency Formation Commission (hereinafter referred to as "the Commission") in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.); and,

WHEREAS, at the times and in the form and manner provided by law, the Executive Officer has given notice of the public hearing by the Commission on this matter; and,

WHEREAS, the Executive Officer has reviewed available information and prepared a report including her recommendations thereon, the filings and report and related information having been presented to and considered by this Commission; and,

WHEREAS, the public hearing by this Commission was called for January 27, 2016 at the time and place specified in the notice of public hearing; and,

WHEREAS, at the hearing, this Commission heard and received all oral and written support and opposition; the Commission considered all objections and evidence which were made, presented, or filed; and all persons present were given an opportunity to hear and be heard in respect to any matter relating to the application, in evidence presented at the hearing; and,

WHEREAS, a statutory exemption has been issued pursuant to the provisions of the California Environmental Quality Act (CEQA) indicating that the sphere of influence amendment

RESOLUTION NO. 3212

(expansion) is statutory exempt from CEQA and such exemption was adopted by this Commission on January 27, 2016. The Commission directed its Executive Officer to file a Notice of Exemption within five working days with the San Bernardino County Clerk of the Board of Supervisors; and,

WHEREAS, based on presently existing evidence, facts, and circumstances filed with the Local Agency Formation Commission and considered by this Commission, it is determined that the sphere of influence for the San Bernardino County Fire Protection District should be expanded to include the territory included within the City of San Bernardino, as more specifically described on the attached Exhibits "A" and "A-1" to this resolution; and,

WHEREAS, the Commission determined on September 16, 2015 that a service review would not be required for this sphere of influence amendment as allowed by Government Code Section 56430;

WHEREAS, the following determinations are made in conformance with Government Code Section 56425 and local Commission policy:

1. The present and planned land uses in the area including agricultural and open space lands:

The land area proposed to be included in the sphere of influence of County Fire includes the entirety of the City of San Bernardino. The City, 38,144 acres (59.5 square miles) in size, contains a full range of land uses including residential, commercial, industrial, public facilities, and open space. According to the City, residential uses currently comprise approximately 39 percent of the City; commercial and industrial uses account for approximately 24 percent; public/quasi-public uses comprise approximately 33 percent; and, open space/recreation uses comprise the remaining four percent of the City's land uses. The City's General Plan does not designate any territory for agricultural uses.

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

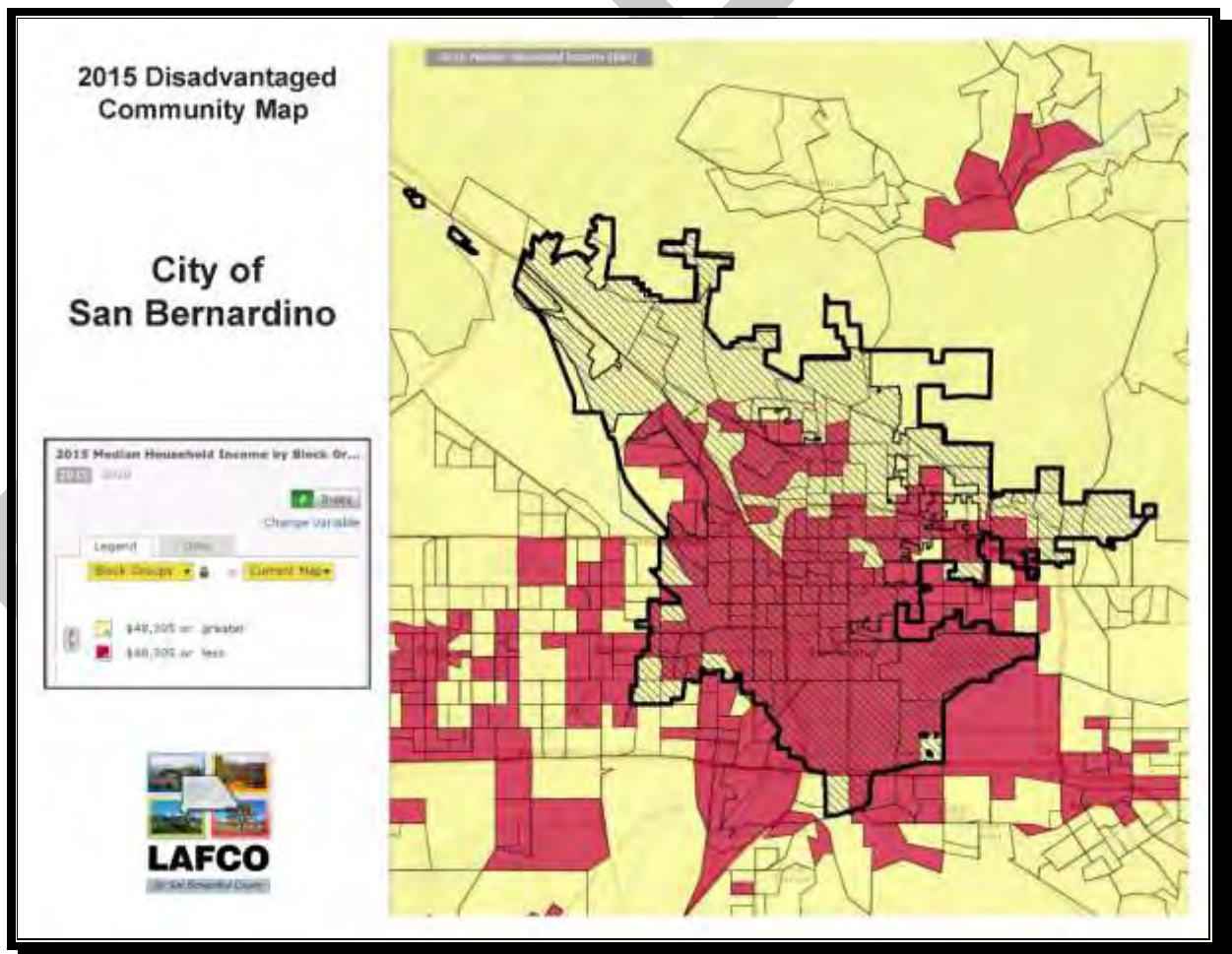
The staff report and the materials submitted by the City of San Bernardino identifies that the City has been challenged to provide fire service across the City, but has been particularly challenged by emergency medical demands. The 2014 Citygate Associates fire service study concluded that operational staff reductions, combined with exceptionally high emergency medical incident call volumes and frequent structure fires, have resulted in long response times. Given the high volume of emergency medical calls, resources typically available for fire suppression are too often unavailable for an appropriate level of response in an urban setting. According to the Citygate Study, arrival time for 90 percent of calls was 9:36 minutes in 2013 which is above the seven minutes generally considered satisfactory in an urban setting.

The City of San Bernardino has submitted a response to the Factors of Consideration for the sphere of influence amendment and a related Plan of Service and Fiscal Impact Analysis. According to the Plan of Service, as amended, annexation to County Fire will allow the City to take advantage of substantial economies of scale available from County Fire as well as existing County Fire stations and personnel located nearby to the City. It will also allow for

RESOLUTION NO. 3212

the opportunity to annex into one of the County Fire Service Zones which is supported by a parcel tax. These factors will allow the City to reduce the overall level of City revenue allocated to fire service delivery, freeing up limited City resources to address other critical service delivery needs in the community. Transfer of the City's fire responsibilities to County Fire is consistent with the City's Plan of Adjustment filed with the bankruptcy court on May 30, 2015.

Government Code Section 564215(e)(5) directs the Commission to evaluate the present and probable need for the delivery of structural fire protection within a disadvantaged unincorporated community. LAFCO 3197 addresses an incorporated city area not required by the code section but the questions for assurance of service delivery to a disadvantaged community are real in this situation. The 2015 Disadvantaged Community Maps maintained by LAFCO identify that the bulk of the City area is disadvantaged and the Commission has an inherent responsibility to assure the continuation of this critical public health and safety service. The map below outlines the disadvantaged areas meeting the criteria of State law as earning less than \$48,305 per year (80% of Statewide median income):



RESOLUTION NO. 3212

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

County Fire operates 75 fire stations serving approximately 750,000 residents in approximately 16,535 acres of unincorporated territory plus five incorporated cities directly and two fire protection districts. Those cities including Adelanto (contract), Grand Terrace, Needles (contract), Victorville (contract), and Yucca Valley. In addition it provides the service by contract for the Hesperia and Fontana Fire Protection Districts. County fire provides a full range of emergency services, including ladder trucks, fire boats for water rescues, snow cats for winter operations, heavy equipment for flooding and earth moving, ambulance transportation in seven ambulance operating areas, paramedics and large incident command and control capability. County Fire is the largest provider of pre-hospital care in the County and the second largest ambulance provider.

The package of applications submitted by the City of San Bernardino and County Fire is intended to ensure adequate, long-term fire protection, and emergency response services for the residents of San Bernardino. The City is both budget and service insolvent and can no longer afford to continue funding these services at appropriate levels. The inclusion of the City's stations within this larger framework of operations of County Fire will allow for the economies of scale and services offered to be extended to the citizens of the City of San Bernardino. The sphere of influence determination will allow County Fire to formally address this service deficiency through the reorganization process.

4. The existence of any social or economic communities of interest as determined by the Commission to be relevant to the agency:

County Fire currently provides fire protection and emergency services to 750,000 residents (approximately 37 percent of the County's population) in San Bernardino County. In addition to 16,535 acres of unincorporated territory, County Fire provides service within the corporate boundaries of seven cities - Adelanto, Fontana, Grand Terrace, Hesperia, Needles, Victorville, and Yucca Valley. The implementation of a fiscally sustainable agency to provide adequate levels of fire protection, and emergency response, supports the economic and social community defined by the corporate boundaries of the City of San Bernardino over the long-term and is critical for the safety and well-being of City residents.

5. Additional Determinations

- Legal notice of the Commission's consideration of the proposal has been provided through publication of a 1/8th page advertisement in *The Sun*, a newspaper of general circulation in the area. In addition, individual notices were provided to all affected and interested agencies, County departments and those individuals and agencies requesting special notice.
- The map and legal description for this sphere of influence amendment was prepared and certified by the County Surveyor's Office.

RESOLUTION NO. 3212

WHEREAS, pursuant to the provisions of Government Code Section 56425(i) the range of services provided by the San Bernardino County Fire Protection District shall be limited to the following:

FUNCTIONS	SERVICES
Fire	Structural, watershed, prevention, inspection, suppression, weed abatement, hazardous materials services. rescue, first aid, paramedic, ambulance transportation, emergency response, and disaster preparedness planning

The nature and location of the provision of these services to the City of San Bernardino community will be considered within the companion proposal, LAFCO 3198.

WHEREAS, having reviewed and considered the determinations as outlined above, the Commission determines to expand the sphere of influence for the San Bernardino County Fire Protection District, encompassing approximately 38,144 acres (59.5 square miles) representing the corporate boundaries of the City of San Bernardino.

NOW, THEREFORE, BE IT RESOLVED by the Local Agency Formation Commission for San Bernardino County, State of California, that this Commission shall consider the territory described in Exhibits "A" and "A-1" as being within the sphere of influence of the San Bernardino County Fire Protection District, it being fully understood that the amendment of such sphere of influence is a policy declaration of this Commission based on existing facts and circumstances which, although not readily changed, may be subject to review and change in the event a future significant change of circumstances so warrants.

BE IT FURTHER RESOLVED that the Local Agency Formation Commission for San Bernardino County, State of California, does hereby determine that San Bernardino County Fire Protection District and City of San Bernardino shall indemnify, defend, and hold harmless the Commission from any legal expense, legal action, or judgment arising out of the Commission's approval of this proposal, including any reimbursement of legal fees and costs incurred by the Commission.

THIS ACTION APPROVED AND ADOPTED by the Local Agency Formation Commission for San Bernardino County by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

* * * * *

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

RESOLUTION NO. 3212

I, KATHLEEN ROLLINGS-MCDONALD, Executive Officer of the Local Agency Formation Commission for San Bernardino County, California, do hereby certify this record to be a full, true, and correct copy of the action taken by said Commission by vote of the members present as the same appears in the Official Minutes of said Commission at its regular meeting of January 27, 2016.

DATED:

KATHLEEN ROLLINGS-MCDONALD
Executive Officer

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

215 North "D" Street, Suite 204, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 885-8170
E-mail: lafco@lafco.sbcounty.gov
www.sbclafco.org

DATE: JANUARY 20, 2016

FROM: KATHLEEN ROLLINGS-McDONALD, Executive Officer
SAMUEL MARTINEZ, Assistant Executive Officer
ROBERT ALDRICH, Consultant
MICHAEL TUERPE, Project Manager

TO: LOCAL AGENCY FORMATION COMMISSION

**SUBJECT: AGENDA ITEM #7 - LAFCO 3198 – Reorganization to include
Annexation of the City of San Bernardino to the San Bernardino
County Fire Protection District, its Valley Service Zone and Service
Zone FP-5**

INITIATED BY:

City Council of the City of San Bernardino and the Board of Directors for the San Bernardino County Fire Protection District

RECOMMENDATION:

Staff recommends that the Commission take the following actions:

1. Certify that LAFCO 3198 is statutorily exempt from environmental review, and direct the Executive Officer to file a Notice of Exemption within five (5) days;
2. Approve LAFCO 3198 with the following conditions:
 - Standard conditions for a change of organization.
 - The effective date of this reorganization shall be no earlier than July 1, 2016, subject to completion of the terms and conditions outlined in this resolution for approval as authorized by Government Code Sections 56886(p) and 57202.
 - Upon the effective date of the reorganization, the San Bernardino County Fire Protection District (SBCFPD) Valley Service Zone, as the Successor District to the fire and emergency medical response

obligations of the City of San Bernardino, shall succeed and/or be assigned all rights, duties, responsibilities, properties (both real and personal), contracts, equipment, assets, liabilities, obligations, functions, executory provisions, entitlements, permit and approvals of the City of San Bernardino Fire Department (City Fire). All property tax revenues attributable to the City of San Bernardino not designated in Condition No. 13 below, prior to calculations required by Section 96.1 of the Revenue and Taxation Code, including delinquent taxes and any and all other collections or assets of City of San Bernardino, shall accrue and be transferred to the Successor Districts pursuant to 56886(I). Said Successor Districts shall be subject to the terms and conditions contained herein.

- Upon the effective date of the reorganization including annexation, pursuant to the terms specified in the Plan for Service, attached as Exhibit "B" and the updated Transition Action Plan, attached as Exhibit "C", all current City Fire Department employees, suppression, prevention, and administrative, shall transfer to the San Bernardino County Fire Protection District Valley Service Zone with comparable position classifications, rates of pay, accrued vacation and sick leave, vacation and sick leave accrual rates, seniority rights, and shall become subject to the terms and conditions set forth in said Plan for Service. All transferred employees shall be subject to the terms and conditions of the respective San Bernardino County Fire Protection District Memorandum of Understanding in place as of the effective date of the reorganization including annexation for their successor classification.
- Upon the effective date of the reorganization including annexation, pursuant to the terms specified in the Plan for Service and updated Transition Action Plan, all current City Fire Dispatch employees shall transfer to the joint powers authority known as Consolidated Fire Agencies (hereafter shown as "CONFIRE") with comparable position classifications, rates of pay, accrued vacation and sick leave, vacation and sick leave accrual rates, seniority rights and shall become subject to the terms and conditions set forth in said Plan for Service. All transferred employees shall be subject to the terms and conditions of the respective Memorandum of Understanding in place as of the effective date of the reorganization including annexation for their successor classification.
- Prior to the issuance of the Certificate of Completion, the City of San Bernardino shall provide to the Executive Officer of LAFCO documentation that it has obtained a workers compensation tailing insurance policy covering all worker compensation claims of all City fire suppression personnel and other City employees transitioning to County Fire and/or CONFIRE.

- Upon the effective date of the reorganization including annexation, the City of San Bernardino shall retain the obligations for unfunded retirement obligations, any contractual benefit following retirement such as health insurance maintenance or payment, or other contractual obligation approved by the City for all suppression, prevention, dispatch, and other City employees transitioning to County Fire and/or CONFIRE.
- Upon the effective date of the reorganization including annexation, the Successor District shall accept all facilities transferred from the City of San Bernardino in “as is” condition (pursuant to Government Code Section 56886(h)). All assets including, but not limited to, equipment (vehicles, apparatus, supplies, etc.) rolling stock, tools, office furniture, fixtures and equipment, all lands, buildings, real and personal property and appurtenances held by the City of San Bernardino for the purpose of providing fire protection and emergency medical response shall be transferred to the Successor District, the Valley Service Zone of SBCFPD. All quitclaim deeds to effectuate the transfer of land and/or buildings and the title transfer documents for vehicles shall be prepared by the City of San Bernardino City Manager’s office to be filed upon the effective date of the change with a copy provided to LAFCO.
- All equipment and fixtures, office furniture, real and personal property held by the City of San Bernardino for the purpose of providing fire and emergency medical response dispatching shall be transferred to CONFIRE, a joint powers authority providing for a centralized public safety communications system and a cooperative program of fire-related functions such as emergency operations. Upon the effective date of the reorganization including annexation, CONFIRE shall accept all equipment transferred from the City of San Bernardino in “as is” condition (pursuant to Government Code Section 56886(h)).
- Pursuant to the provisions of Government Code Section 56886(e), the SBCFPD Board of Directors shall be required to create a new sub-service zone under FP-5 to reflect the City of San Bernardino territory. After conclusion of the protest hearing pursuant to Government Code Section 57000 et seq., but prior to the issuance of the Certificate of Completion, as authorized by Government Code Section 56886(o), the Board of Directors of the SBCFPD shall provide the LAFCO Executive Officer with documentation identifying how the provisions contained in Health and Safety Code Section 13950 to form the new Service Zone of FP-5 to isolate the special tax revenue contributed by the territory within the City of San Bernardino will be implemented by the District. All actions required by the SBCFPD to implement the special tax shall be completed prior to the August 8, 2016 due date for placement of the special tax on the tax rolls by the San Bernardino County Treasurer/Tax Collector.

- Upon the effective date of the reorganization including annexation, the Successor District shall accept the administration of Community Facilities District #1033 (hereafter CFD 1033) from the City of San Bernardino terminating in Fiscal Year commencing July 1, 2033. The special tax levy for this entity shall be limited to the commercial, retail, office and industrial properties currently assessed or which will be developed in the future pursuant to the terms specified in City of San Bernardino Resolution No. 2004-210. All residential properties previously assessed will be exempted from future assessments by Valley Service Zone administration of CFD 1033. All cash on hand or fund balance in the accounts of CFD 1033 within the City of San Bernardino upon the effective date of LAFCO 3198 shall transfer to the administration of this CFD under the Successor District. All delinquent taxes and any and all other collections or assets of CFD 1033 that may accrue shall be transferred to the Successor District pursuant to Government Code Section 56886(I). The revenues to be received by the Successor District administering CFD 1033 are impressed with the public trust, use or purpose as defined by City of San Bernardino Resolution No. 2004-210 and all transactions utilizing these funds shall be accounted for and described in the annual audit and/or comprehensive financial reports recognizing CFD 1033 by the Successor District.

The future administration of CFD 1033 under the Successor District shall require that the Valley Service Zone, Successor District, participate in the development review process of the City of San Bernardino for any properties within the defined Verdernont Service Area, shown on Exhibit "D", for commercial, industrial retail or office uses. The City of San Bernardino shall be required to annex any commercial, industrial, retail or office parcels into CFD 1033 as a condition of development approval to be completed prior to the issuance of the certificate of occupancy for said projects.

- Prior to the issuance of the Certificate of Completion for the reorganization to include annexation, pursuant to the provisions outlined in Government Code Section 56886 (I), (o) and (s), the Commission requires that the City of San Bernardino, County of San Bernardino, and San Bernardino County Fire Protection District enter into a contract which directs the Auditor/Controller/Treasurer/Tax Collector for San Bernardino County to provide for the calculation of property tax revenues to be transferred from the City's proceeds under the property tax in lieu of Motor Vehicle License Fees to the Valley Service Zone of SBCFPD, successor agency, as a replacement for the exclusion of the Inland Valley Development Authority (IVDA) territory within the City of San Bernardino from the property tax transfer process in the manner presented below. This term and condition shall assure that there is no impairment of the Inland Valley Development Agency Tax Allocation Refunding Bonds Service 2014A and successor Agency to the Inland

Valley Development Agency Tax Allocation Refunding Bonds Service
2014B bond obligations:

- The calculation shall use the following amounts to determine the transfer from proceeds of property tax swap in lieu of Motor Vehicle License Fees: (a) base property tax within the affected Tax Rate Areas (TRAs) within IVDA a part of the corporate limits of the City of San Bernardino; (b) pass through payments, negotiated or statutory within the defined TRAs; (c) residual distribution as a result of redevelopment dissolution within the defined TRAs; and (d) any other property tax proceeds that would have come to the Valley Service Zone except for the exclusion of the IVDA area of the City of San Bernardino; and,
- The methodology outlined above shall be permanent and may only be amended after the conclusion of the revenue bond pledge on or after June 30, 2035 or if said revenue bond pledges are refunded or refinanced by mutual agreement between the County of San Bernardino, the San Bernardino County Fire Protection District and the City of San Bernardino.
- Prior to the issuance of the Certificate of Completion for the reorganization to include annexation, pursuant to the provisions outlined in Government Code Section 56886 (I), the Commission requires that the City of San Bernardino, County of San Bernardino, and San Bernardino County Fire Protection District enter into a contract which directs the Auditor/Controller/Treasurer/Tax Collector for San Bernardino County to direct that 35% of the City's total property taxes in lieu of Vehicle License Fees be transferred to the Valley Service Zone of SBCFPD, Successor District, to fund the provision of fire protection and emergency medical response services. This contract shall be perpetual and address the needs for allocation of funds to replace the property tax in-lieu of Motor Vehicle License fees should the State of California make changes to this revenue stream legislatively. This amount is in addition to the amounts determined pursuant to the provisions of Revenue and Taxation Code Section 99 for LAFCO 3198.
- The remaining payments, all rights and interests held or claimed by the City of San Bernardino Fire Department under all agreements and/or memoranda of understanding with any public agency or private entity, shall transfer to the Successor District, Valley Service Zone of the SBCFPD, excluding those contracts shown on Exhibit "E" for termination. The Successor District, Valley Service Zone, shall also assume all joint use, maintenance, automatic aid or mutual aid agreements held by the City of San Bernardino Fire Department [(Government Code Section 56886(r)]. Amendments of existing agreements required for successful transfer shall be completed and

submitted to the Local Agency Formation Commission prior to the issuance of the Certificate of Completion to address any changes [Government Code Section 56886(r)(v)].

- The debt obligations of the transferring City of San Bernardino Fire Department shall be either be paid in full prior to the issuance of the Certificate of Completion or assigned to the Successor District, the Valley Service Zone of SBCFPD. The debt obligations to be paid relate to the City's leaseback financing with the California Infrastructure and Economic Development Bank and the lease through WESTNET.
- Upon the effective date of this reorganization, the appropriation limit of San Bernardino County Fire Protection District, Valley Service Zone, Successor District, shall be increased by \$21,596,954 for Fiscal Year 2016-17 to recognize the anticipated first year proceeds of taxes for the provision of fire protection and emergency medical response.
- Upon the effective date of this reorganization, any funds currently deposited for the benefit of the City of San Bernardino Fire Department which have been impressed with a public trust, use or purpose shall be transferred to the Successor District, and said District shall separately maintain such funds in accordance with the provisions of Government Code Section 57462.
- Upon the effective date of this reorganization, any funds currently deposited for the benefit of the City of San Bernardino Fire Department Community Facilities District 1033 which have been impressed with a public trust, use or purpose shall be transferred to the Successor District for its administration of Community Facilities District 1033, and said Successor District shall separately maintain such funds in accordance with the provisions of Government Code Section 57462.
- As of the date of approval of the reorganization by LAFCO through the effective date pursuant to the provisions of Government Code 56885.5(a)(4), the City Council of the City of San Bernardino shall be prohibited from taking the following actions unless it first finds an emergency situation exists as defined in Government Code Section 54956.5, and it is supported by the San Bernardino County Fire Protection District:
 - a. **No Increase in Compensation or Benefits:** No increase in calculation for payment of benefits or compensation for employees of the City Fire Department shall be allowed. Exceptions to this prohibition include planned and budgeted increases identified in the adopted budget for Fiscal Year 2015-16.

- b. **Bound by Current Budget:** Appropriating, encumbering, expending, or otherwise obligating any revenue of the City Fire Department beyond that provided in the current budget at the time of Commission approval, except to include any budgetary adjustment due to the circumstances surrounding the December 2, 2015 terrorist attack, unless agreed to by the Successor District.
3. Adopt LAFCO Resolution No. 3211 setting forth the Commission's determinations and conditions of approval concerning this proposal and specifying that the protest period for this change of organization shall be 30 days.

BACKGROUND:

In June 2014, Citygate Associates, a fire services consultant, completed a study ("*2014 Fire Services Deployment Study*") evaluating the City of San Bernardino Fire (City Fire) Department. The Study described the City's fire department and community as under "severe stress" from a combination of factors including: (1) a lack of economic investment, (2) the City's bankruptcy, and (3) a population experiencing high unemployment (and a low median income) placing additional strain on City social, recreation and community services. Staff reductions in the City Fire Department, combined with an exceptionally high volume of emergency medical calls and structure fires, have resulted in longer response times which threaten the health, safety and welfare of the City of San Bernardino residents.

On May 18, 2015, the City Council of the City of San Bernardino adopted a Plan of Recovery and a Plan of Adjustment in support of the City's efforts to emerge from bankruptcy. The City is both "service insolvent" (unable to pay for all of the costs of providing services at the level and quality that are required for the health, safety and welfare of the community) and "budget insolvent" (unable to create a balanced budget that provides sufficient revenues to pay for its expenses that occur within the budgeted period). The Plan describes in detail the City's inability to pay for adequate levels of municipal services, including fire protection and emergency medical services. Fiscal projections within the Plan indicate that without fundamental and substantive changes in its service delivery system, the City will be unable to move to a service and budget solvent municipality.

Thereafter, the City conducted a Request for Proposal (RFP) process to outsource its fire protection and emergency medical response service. As many are aware, this process was fraught with legal questions for the Superior and Bankruptcy courts submitted by the Fire Union representatives and others. City staff has reviewed several issues with LAFCO staff related to the outsourcing of its fire services, including:

- What type of LAFCO review is required for contracting out City Fire operations?
- Would transfer to a private fire service provider require review by LAFCO?

- What would be the timeline and review required by LAFCO for annexation of City Fire operations to the San Bernardino County Fire Protection District?

Ultimately, it was identified that annexation was the best option for the City and the San Bernardino County Fire Protection District (hereafter referred to as “County Fire” or “SBCFPD”) to pursue. On August 24, 2015, the City Council of the City of San Bernardino initiated the annexation of its corporate territory to County Fire. This action was directly related to the City’s Plan of Adjustment which identified the need to outsource some of the City’s services in order to redirect revenues to other core operations to address its service insolvency issue.

Annexation of the City to County Fire will allow the City to take advantage of substantial economies of scale available from the District as well as existing fire stations and personnel located close to the City. Annexation also includes the inclusion of the City territory into one of County Fire’s service zones (“Service Zone FP-5”) with a pre-existing special tax that will be spread to City property owners to address service delivery costs. This strategy will allow the City to reduce the level of revenue currently allocated to fire service delivery and enable scarce revenue to be redirected to address other critical service needs in the community.

At the heart of this discussion is the need to preserve the adequate delivery of fire protection and emergency medical response to the citizens of the City of San Bernardino, a health and safety issue whose need has been laid out for all the world to see in the tragic events of December 2. It is a philosophically simple approach - provide the most efficient and effective means to continue the service through annexation to County Fire. However, as staff has often outlined for the Commission, the “devil is in the details,” and this proposal has some of the most unique details yet to be encountered by LAFCO.

The narrative which follows provides a discussion of the mandatory factors of consideration as required by Government Code Section 56000 et al. The narrative provides for a detailed analysis and discussion of the various aspects of the reorganization and its transition of City fire service to County fire service as a snapshot in time. This snapshot is represented by the revised Plan for Service submitted December 16, 2015. As with all applications for change of organization, the Commission’s review will center on making the required determinations in four areas:

1. **BOUNDARIES:** Do the boundaries presented for the reorganization represent a division which makes sense from a service delivery perspective for current and future growth? Are the boundaries definite, certain and easily recognizable? Do the boundaries promote efficient and effective service delivery?
2. **LAND USE:** Will approval of the proposal affect the land use authority or the decisions upon land use options?
3. **FINANCIAL AND SERVICE CONSIDERATIONS:** Does the reorganization represent the best available service option for the affected community? Does it provide for a more efficient and effective form of government? Can the annexing or successor district continue

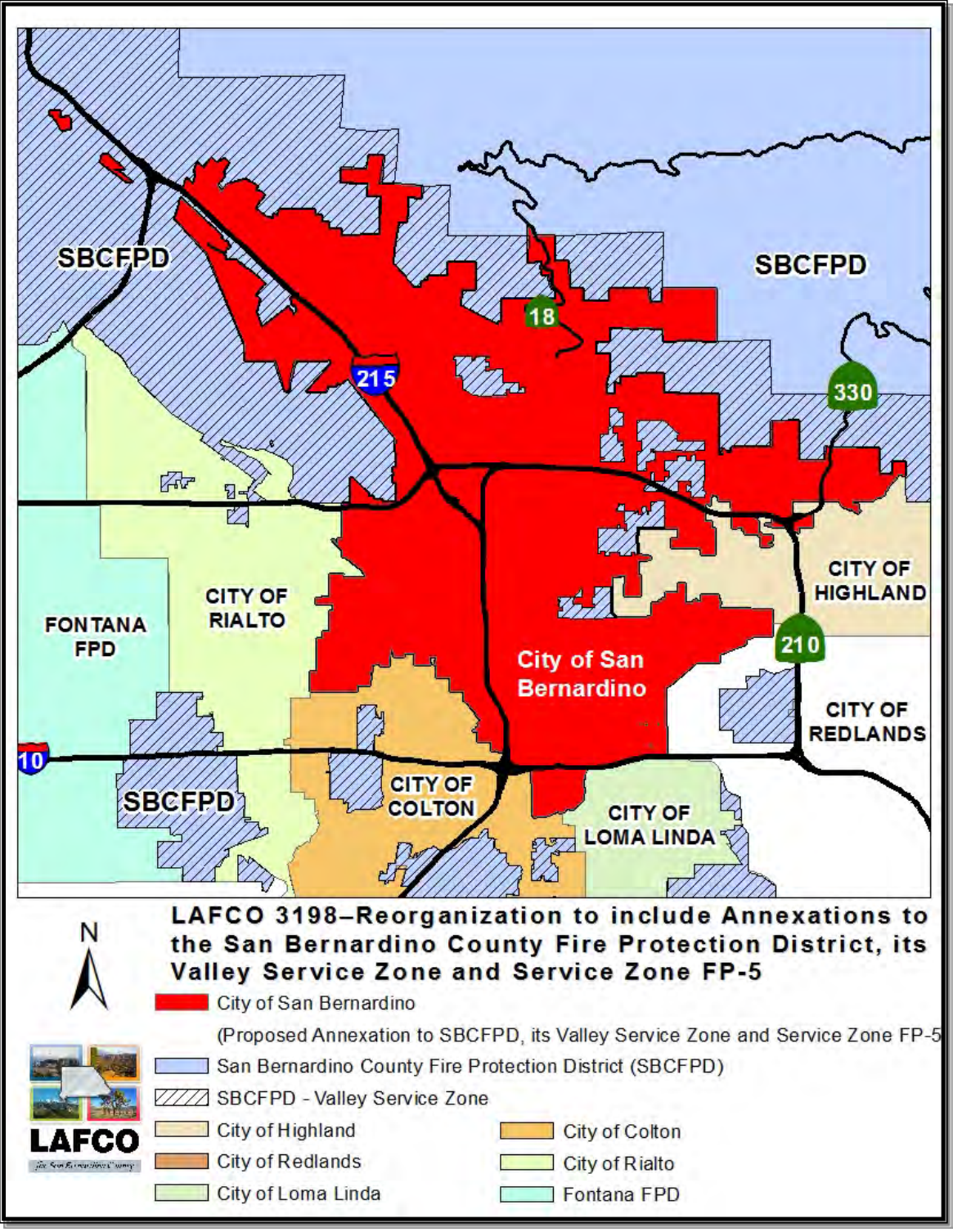
to provide the level of services which existed prior to the change? Would the approval of the reorganization impair the ability of any other agency to continue providing its range and level of services?

4. ENVIRONMENTAL: Will the proposed reorganization have an adverse environmental effect that cannot be mitigated to a level of non-significance? If it does, can those adverse effects be overridden by other benefits?

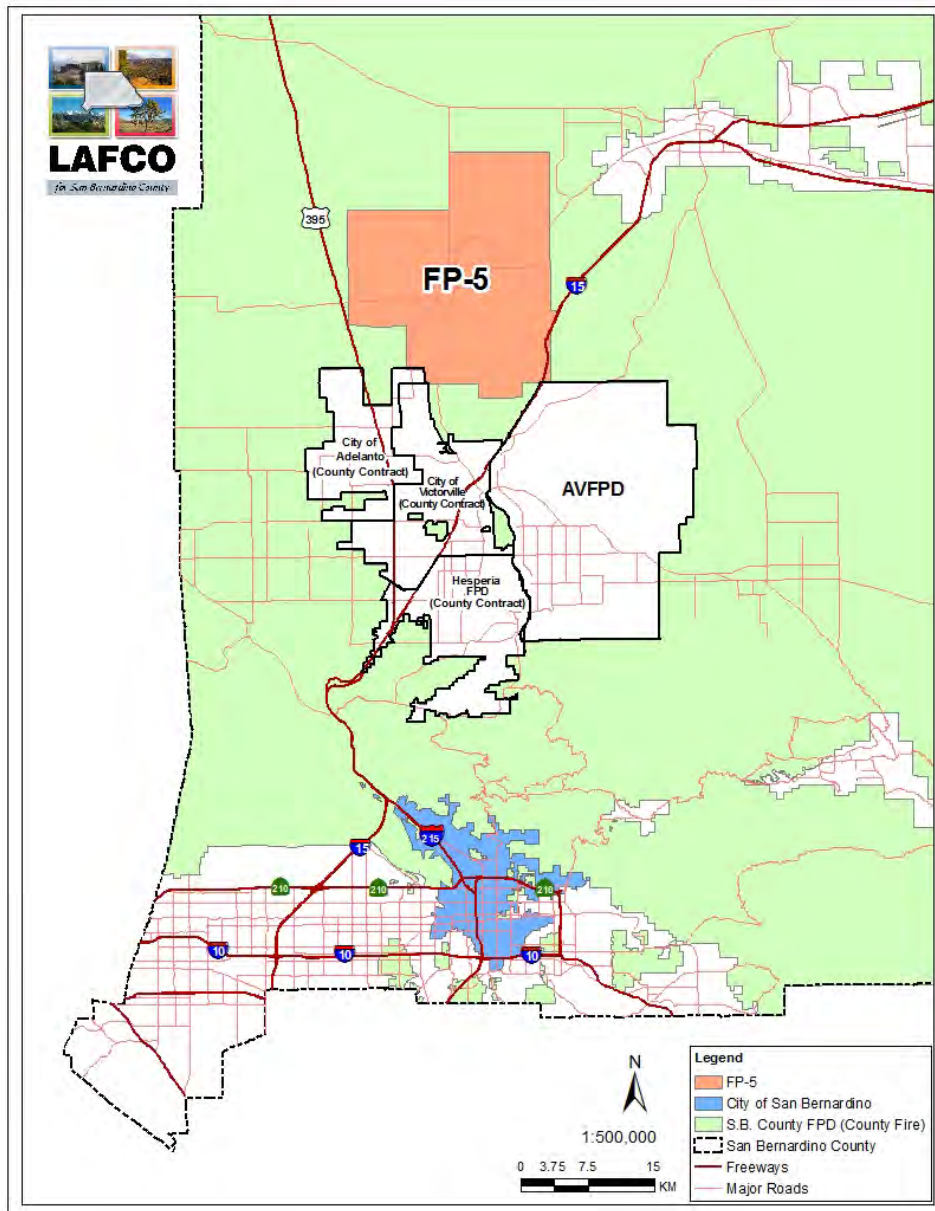
BOUNDARY DISCUSSION:

BOUNDARIES: Do the boundaries presented for the reorganization represent a division which makes sense from a service delivery perspective for current and future growth? Are the boundaries definite, certain and easily recognizable? Do the boundaries promote efficient and effective service delivery?

The proposal, as submitted by the City and County Fire, anticipates the annexation of the entirety of the City of San Bernardino to the San Bernardino County Fire District Protection District and its Valley Service Zone (see Exhibit below) for the direct provision of fire protection and emergency medical response. The County Fire Valley Service Zone is the defined successor agency to receive the assets and liabilities, responsibilities and obligations of the City Fire Department, while administrative functions will be provided by the parent district, SBCFPD.



The proposal also provides for annexation of the study area (i.e., the City of San Bernardino corporate boundaries) into County Fire's Service Zone FP-5, which collects a special tax from property owners to fund ongoing fire protection and fire paramedic services. The current rate for Service Zone FP-5 is \$143.92 per parcel for Fiscal Year 2015-16. Annual increases cannot be increased more than 3% per year. If the maximum increase is approved for Fiscal Year 2016-2017, the first year of County operations, the per parcel fee would be \$148.23.



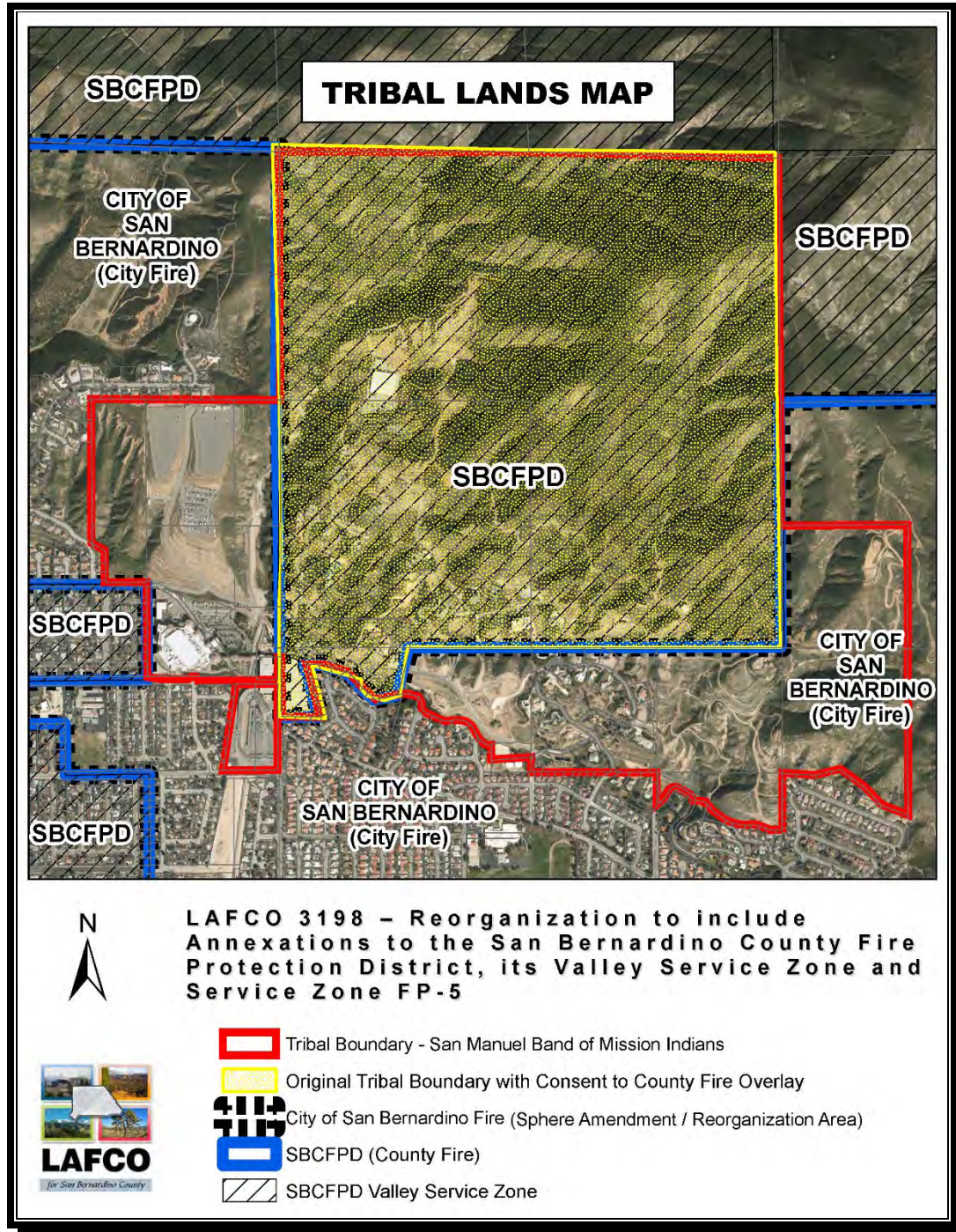
During the staff review process, one of the concerns identified was the need for transparency in the collection and use of the Service Zone FP-5 special tax applied to

individual parcels within the City. In order to identify a means to isolate the revenues received within the City of San Bernardino territory, staff is proposing the inclusion of a condition of approval that will require the SBCFPD to create a subzone of FP-5 to address the area of the City of San Bernardino, LAFCO 3198 prior to placement of the special tax on the tax rolls. Staff is recommending that the Commission include a condition of approval outlining the process and requiring signed statements from SBCFPD (including the designation and map and legal of the subzone) be provided prior to the issuance of the Certificate of Completion for the reorganization. The language is:

- Pursuant to the provisions of Government Code Section 56886(e), the SBCFPD Board of Directors shall be required to create a new sub-service zone under FP-5 to reflect the City of San Bernardino territory. After conclusion of the protest hearing pursuant to Government Code Section 57000 et seq., but prior to the issuance of the Certificate of Completion as authorized by Government Code Section 56886(o), the SBCFPD Board of Directors shall provide the LAFCO Executive Officer with documentation identifying how the provisions contained in Health and Safety Code Section 13950 to form a new Service Zone of FP-5 to isolate the special tax revenue contributed by the territory within the City of San Bernardino will be implemented by the District. All actions required by the SBCFPD to implement the special tax shall be completed prior to the August 8, 2016 due date for placement of the special tax on the tax rolls by the San Bernardino County Treasurer/Tax Collector.

Tribal Lands:

The San Manuel Band of Mission Indians has its tribal lands located in the foothills of the San Bernardino Mountains. The majority of these lands is unincorporated and were included in the San Bernardino County Fire Protection District during its reorganization in 2008. However, there are portions of the tribal lands currently within the boundaries of the City of San Bernardino which are shown on the map below:



LAFCO staff has contacted the Tribal Council to request that it review the proposed annexation and, if it does not object, provide a resolution to allow for the overlay of the San Bernardino County Fire Protection District within its tribal lands. On December 2, 2015, by Resolution No. 2015-024, the Tribal Council consented to the inclusion of its tribal area within County Fire. A copy of this resolution is included as a part of Attachment #2 to this report.

Based upon the review of the proposal, it is staff's position that LAFCO 3198 provides for a definite and certain boundary as required by LAFCO law for all the affected agencies, both Successor and continuing service providers.

LAND USE:

LAND USE: Will approval of the proposal affect the land use authority or the decisions upon land use options?

The review and approval of LAFCO 3198 will have no direct effect on the land use designations assigned by the City of San Bernardino through its General Plan. The City of San Bernardino is an entirely urbanized City that has a diverse mix of land uses, and the need for the continuation of fire protection and emergency medical response are a health and safety issue of great importance to the City, the community and its surrounding service providers. The acreage and percentage of land uses within the City are listed in the table below:

City of San Bernardino - Land Use	Acres	Percent of Total
Residential	15,107	39.1%
Business Related Uses (commercial, industrial)	9,198	23.8%
Public/Quasi-Public Related Uses	12,542	32.5%
Open Space	1,733	4.5%
TOTAL	38,580	100.0%

Source: City of San Bernardino Final EIR, Redevelopment Mergers and Amendments (2010)

According to the State Department of Finance/Demographic Research Unit, the current population for the City of San Bernardino is 213,933 (1/1/2015). The Southern California Association of Governments (SCAG), in its most recently adopted regional growth forecast, projects the City's population will increase to 261,400 (a 18 percent increase) by year 2035. At build-out, the City projects a total population of 276,264 residents.

The Southern California Association of Governments (SCAG) has adopted a Regional Transportation Plan and Sustainable Community Strategy pursuant to the provisions of Government Code Section 65352.5 and approval of LAFCO 3198 will have no direct impact on those determinations. However, the Sustainable Community Strategy is required to assess the ability of an area to receive its required services in order to maintain its viability and a mitigation measure is anticipated in the 2016 RTP/SCS document to attempt to achieve appropriate funding for this service. Therefore, approval of LAFCO 3198 will assist in the implementation of the 2016 RTP/SCS.

The consideration and approval of LAFCO 3198 will have no direct impact upon land use decisions within the City of San Bernardino.

SERVICE CONSIDERATIONS AND FINANCIAL EFFECTS:

SERVICE AND FINANCIAL CONSIDERATIONS: Does the reorganization represent the best available service option for the affected community? Does it provide for a more efficient and effective form of government? Can the annexing or successor district continue to provide the level of services which existed prior to the change? Would the approval of the reorganization impair the ability of any other agency to continue providing its range and level of services?

SERVICE CONSIDERATIONS:

Since the filing of the request for bankruptcy protection by the City of San Bernardino in 2012, discussions regarding the continuation of fire protection and emergency response services have remained at the forefront. The filing of the mandatory Plan of Adjustment by the City detailed the need to restructure through outsourcing the City's fire operations. This was met with much concern from the Firefighters Union and the Department itself. The City's initial effort was to issue a Request for Proposal (RFP) to outsource the service to a contract provider. Two responses were received - Gateway and County Fire, along with a plan submitted by City Fire itself. Through ensuing negotiations, County Fire indicated that it would not be interested in a contractual service arrangement due to concerns regarding long-term funding and the potential for future actions which could change the contractual relationship to the detriment of County Fire, a board-governed special district.

On August 24, 2015, the City Council adopted a resolution initiating the annexation process for the City's territory along with the pursuit of an interim contract for transitioning the service to County Fire immediately. On September 15, 2015, the County Board of Supervisors adopted a resolution initiating the annexation process, but made no direct reference to the contracting process. On September 21, 2015, LAFCO circulated its Notice of Filing commencing the review process.

The proposal is to annex the corporate area of the City to SBCFPD, its Valley Service Zone, and its Service Zone FP-5. The SBCFPD is the parent district and the administrative arm of the Board-governed fire protection district. The regional structure underlying SBCFPD provides for the tailoring of service delivery needs to the unique population, land use and geographic composition of each region:

- The Valley Region includes the County's more densely developed areas;
- The Mountain Region includes urban forested areas with year-round populations; and,
- The two Desert Regions within SBCFPD serve two vastly different population needs: The North Desert region with the I-15/I-40 transportation corridors

composed of largely of truck and rail traffic, and the South Desert region comprised of Colorado River recreational activities and other isolated desert areas.

Transferring the responsibility of the City's territory to the Valley Service Zone will allow for the allocation of resources within the Valley to accommodate service need rather than by jurisdictional boundary. Conditions have been included in the staff recommendation to designate the successor agency and to address the assignment of these responsibilities.

Key Commission Considerations

In evaluating the proposed reorganization, the most important considerations for the Commission are to ensure that: (1) the service levels will, at a minimum, be maintained; (2) staffing from the City fire operations (including its dispatch operation) to County Fire and the Joint Powers Authority Consolidated Fire Agencies (known as CONFIRE) will transition seamlessly; and, (3) all active station locations will be accurately identified. The Plan for Service and the updated Transition "Action Plan" outline the process for this transition and acknowledge that all active duty City Fire suppression personnel will transfer (with rank not to exceed Captain) with comparable County base salary and step except when the City salary exceeds the County Fire top step in a comparable position.

All administrative office, training, fleet and prevention staff will transfer to County operations. Upon the effective date of the reorganization, the City will pay to County Fire the cash value of up to 96 hours of vacation and sick leave per employee to the extent owed each individual employee through the "post-petition" values, which will be transferred to County Fire with the fiduciary responsibility to hold for payment the compensated absences. "Post-petition" are those hours accumulated after the filing of the bankruptcy petition, or August 2012. Dispatch personnel will be transferred to CONFIRE, the joint powers authority which provides for a regional dispatch response.

Questions were reviewed by LAFCO, City and County staff related to retirement considerations, vacation balances and existing work compensation claims during the transition process. Retirement obligations for unfunded liabilities will remain with the City as its safety and/or general contracts with the California Public Employees Retirement System (PERS) will continue, and the City will retain liability for any other pension benefit liabilities (OPEBs) such as health insurance maintenance, or other payments currently considered a contractual obligation. The information presented in the Plan for Service and Fiscal Impact Analysis (FIA) outlines this ongoing obligation to be \$2,367,442 per year for the City. All employees will be transferred to the San Bernardino County Employees Retirement System (SBCERA), a separate 1937 Act retirement system, with reciprocity.

City and Fire Union Litigation

Throughout this review process for annexation, the bankruptcy proceedings, and the RFP process, the Firefighters Union has been represented in discussions. The updated Action Plan outlines the process by which the matters related to transfer will be reviewed with employees, the obligations for transition, and the timeline for the matters to occur to

secure an estimated July 1, 2016 transition date. However, on January 4, 2016, staff received a letter from the City Attorney outlining existing and continuing litigation between the City and the Fire Union related to the “contracting” or outsourcing of fire responsibilities.

The LAFCO proposal currently under consideration is not a contract but a jurisdictional change transferring permanently, without contractual right of termination, the responsibilities for fire protection and emergency medical response along with the employees for suppression, prevention, administrative and dispatch. While the City has undertaken and participated in a “meet and confer” process as directed by the Bankruptcy Court related to its contracting process, LAFCO staff and Legal Counsel view the current process as being outside that realm but offering direct input into the review process including, but not limited to, the terms and conditions which can be addressed in the jurisdictional change process and which are agreed to by the Board of Directors of the San Bernardino County Fire Protection District. Government Code Section 56886 (l) provides the legal authority for the Commission to address the transfer of employees and reads as follows:

(l) The employment, transfer, or discharge of employees, the continuation, modification, or termination of existing employment contracts, civil service rights, seniority rights, retirement rights, and other employee benefits and rights.

LAFCO staff along with representatives from the City, County, and County Fire have reviewed the transition plan to provide for the transfer of existing employees from the City Fire Department for both suppression and dispatch. The existing employment contracts will end upon the effective date of the reorganization as the employees will become part of the San Bernardino County Fire Protection District with its current Memorandum of Understanding, terms, and benefits.

In order to memorialize those actions necessary to move forward with this process, staff is recommending that the Commission include the following conditions in its approval:

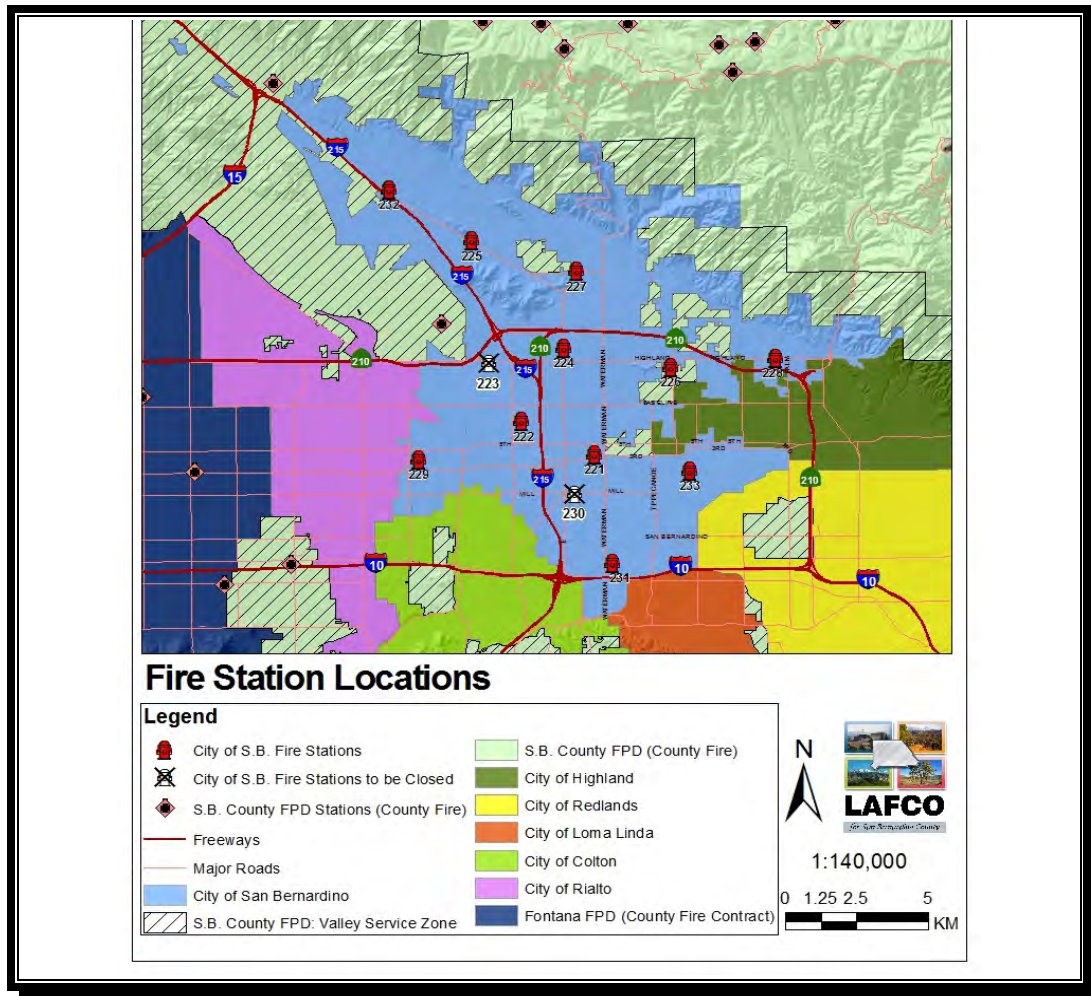
- Upon the effective date of the reorganization including annexation, pursuant to the terms specified in the Plan for Service, attached as Exhibit “B”, and the updated Transition Action Plan, attached as Exhibit “C”, all current City Fire Department employees, suppression, prevention, and administrative, shall transfer to the San Bernardino County Fire Protection District Valley Service Zone with comparable position classifications, rates of pay, accrued vacation and sick leave, vacation and sick leave accrual rates, seniority rights, and shall become subject to the terms and conditions set forth in said Plan for Service. All transferred employees shall be subject to the terms and conditions of the respective San Bernardino County Fire Protection District Memorandum of Understanding in place as of the effective date of the reorganization including annexation for their successor classification.
- Upon the effective date of the reorganization including annexation, pursuant to the terms specified in the Plan for Service and updated Transition Action Plan,

all current City Fire Dispatch employees shall transfer to the joint powers authority known as CONFIRE with comparable position classifications, rates of pay, accrued vacation and sick leave, vacation and sick leave accrual rates, seniority rights and shall become subject to the terms and conditions set forth in said Plan for Service. All transferred employees shall be subject to the terms and conditions of the respective Memorandum of Understanding in place as of the effective date of the reorganization including annexation for their successor classification.

- Prior to the issuance of the Certificate of Completion, the City of San Bernardino shall provide to the Executive Officer of LAFCO documentation that it has obtained a workers compensation tailing insurance policy covering all worker compensation claims of all City fire suppression personnel and other City employees transitioning to County Fire and/or CONFIRE.
- Upon the effective date of the reorganization including annexation, the City of San Bernardino shall retain the obligations for unfunded retirement obligations, any contractual benefit following retirement such as health insurance maintenance or payment, for all suppression and other City employees transitioning to County Fire and/or CONFIRE.

Facilities Transfer

In addition to concerns related to service delivery through the successful transition of employees is the transfer of facilities to support the operations. The Plan for Service identifies that the City will transfer ten fire stations, its fleet facility, its fire vehicles (excluding the 1948 Seagrave parade engine) and all appurtenant equipment to those facilities to County Fire Valley Service Zone. The City will not transfer Station 223 (located at 2121 Medical Center Drive) and Station 230 (502 South Arrowhead), both of which are currently shuttered and not operating as a fire station. The fire station facilities are shown on the map below and in Attachment #1 to the staff report:



In addition, the Verdemont Station is currently financed with leaseback financing through the California Infrastructure and Economic Development Bank (I-bank). The terms of this contract allow for transfer of the obligation for its term (five more years), but the discussions with City administrative and fire personnel have identified that their preference is to pay off the obligation prior to the effective date of the reorganization so that the required funding for this obligation is not an amount transferred to County Fire.

The ten stations are proposed to be manned daily with 38 full time employees as outlined in the Plan for Service and shown below:

Service and Staffing Plan

Daily Staff configuration:

- Station 221 - 200 E. 3rd Street (APN 0135-181-63)
Engine, Truck (CAP, ENG, FF/PM + CAP, ENG, FF/PM)
- Station 222 - 1201 W. 9th Street (APN 0139-241-07)
Engine (CAP, ENG, FF/PM)
- Station 224 - 2641 N. E Street (APN 0149-161-17)
Engine, Truck (CAP, ENG, FF/PM + CAP, ENG, FF/PM)
- Station 225 - 1640 W. Kendall Drive (APN 0266-601-03)
Engine (CAP, ENG, FF/PM)
- Station 226 - 1920 N. Del Rosa Avenue (APN 0273-011-22)
Engine, Squad (CAP, ENG, FF/PM + FF/PM, FF)
- Station 227 - 282 W 40th Street (APN 0154-211-17)
Engine (CAP, ENG, and FF/PM)
- Station 228 - 3398 E. Highland Avenue (APN 0285-191-05)
Engine (CAP, ENG, and FF/PM)
- Station 229 - 202 N. Meridian Avenue APN 0142-051-13)
Engine (CAP, ENG, and FF/PM)
- Station 231 - 450 E. Vanderbilt Drive (APN 0281-341-09)
Engine (CAP, ENG, FF/PM)
- Station 232 - 6065 Palm Avenue (APN 0261-191-06)
Engine (CAP, ENG, FF/PM)

All dispatch equipment and all appurtenant equipment used by City Fire dispatch personnel are proposed to be transferred to CONFIRE to continue the provision of service. LAFCO staff and representatives from County Fire and CONFIRE are addressing questions related to the necessary actions of the CONFIRE Board of Directors agreeing to the transfer, the definition of costs for the continuation of the services, and the acceptance of all equipment from the City Fire Department in "as is" condition. The Plan for Service outlines the transfer of personnel but shows the costs as an expense item. CONFIRE is proposed to take the necessary actions to address the transfer, costs, and equipment at its Administrative Committee meeting scheduled for January 26, 2016. An update will be provided at the hearing. Regardless of the need for a supplemental action from CONFIRE, a condition of approval is proposed which addresses this transfer of responsibility.

To effect these changes, staff proposes the following conditions of approval:

- Upon the effective date of the reorganization including annexation, the Successor District shall accept all facilities transferred from the City of San Bernardino in “as is” condition (pursuant to Government Code Section 56886(h)). All assets including, but not limited to, equipment (vehicles, apparatus, supplies, etc.) rolling stock, tools, office furniture, fixtures and equipment, all lands, buildings, real and personal property and appurtenances held by the City of San Bernardino as outlined in the Plan for Service for the purpose of providing fire protection and emergency medical response shall be transferred to the Successor District, the Valley Service Zone of SBCFPD. All quitclaim deeds to effectuate the transfer of land and/or buildings and the title transfer documents for vehicles shall be prepared by the City of San Bernardino City Manager’s office to be filed upon the effective date of the change with a copy provided to LAFCO.
- All equipment and fixtures, office furniture, real and personal property held by the City of San Bernardino as outlined in the Plan for Service for the purpose of providing fire and emergency medical response dispatching shall be transferred to CONFIRE, a joint powers authority providing for a centralized public safety communications system and a cooperative program of fire-related functions such as emergency operations. Upon the effective date of the reorganization including annexation, CONFIRE shall accept all equipment transferred from the City of San Bernardino in “as is” condition (pursuant to Government Code Section 56886(h)).

FINANCIAL EFFECTS:

SBCFPD, working in conjunction with the City of San Bernardino, has submitted a Plan for Service, a Fiscal Impact Analysis (FIA) and updates to the Plan and FIA identifying the expenditures and revenues for transferring its service responsibility to the Valley Service Zone of SBCFPD. The original Plan for Service has been revised to address issues arising from the LAFCO review of this application. The following narrative will address the revised Plan for Service.

As a starting point, it is important to understand the financial position of the City’s fire operation which resulted in the Plan of Adjustment’s determination to outsource this function. Staff requested that the City provide this information in an unaudited format as its last two audits have not yet been accepted by the City. This information was received from the City as unaudited year-end totals from Urban Futures, the City’s financial consultant for the past several years. The City Fire’s historical expenditure data for 2011 through 2015 are shown below:

City of San Bernardino Fire Dept Historical Data - 2011 - 2015

	2011	2012	2013	2014	2015
GENERAL FUND					
REVENUES					
Property Taxes and Assessments	-	-	-	-	-
Charges for Services	1,985,659	1,830,679	1,582,978	1,559,461	1,537,035
Intergovernmental	1,315,155	830,580	910,108	1,175,408	1,231,563
Contributions	-	-	-	832	-
Other	97,852	154,258	53,602	62,513	62,956
Total Revenue	3,398,666	2,815,517	2,546,688	2,798,214	2,831,553
EXPENSES					
Salaries and Benefits	30,850,786	31,583,593	28,112,048	22,735,612	24,882,806
Services and Supplies	1,130,737	1,403,838	632,519	3,497,919	2,895,837
Debt Service	2,016,437	1,305,996	88,521	88,521	88,521
Capital Outlay	-	-	-	-	-
Total Expenses	33,997,960	34,293,427	28,833,088	26,322,053	27,867,164
Revenues over (under) Expenses	(30,599,294)	(31,477,910)	(26,286,400)	(23,523,838)	(25,035,611)
OTHER FUNDS					
REVENUES					
Property Taxes and Assessments	-	-	-	-	-
Charges for Services	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Contributions	-	-	-	-	-
Federal Grants (recoverable)	1,202,532	2,201,492	2,083,348	2,771,823	913,067
Other	42,473	(456)	2,947	397	(64)
Total Revenue	1,245,005	2,201,036	2,086,296	2,772,220	913,003
EXPENSES					
Salaries and Benefits	1,323,036	1,539,483	2,627,163	3,373,558	884,907
Services and Supplies	432,666	503,796	16,691	22,463	9,923
Debt Service	154,763	696,791	696,495	669,482	642,461
Capital Outlay	-	-	-	-	-
Total Expenses	1,910,465	2,740,070	3,340,349	4,065,504	1,537,291
Revenues over (under) Expenses	(665,460)	(539,034)	(1,254,054)	(1,293,283)	(624,288)
Grand Totals					
EXPENSE TOTALS	35,908,425	37,033,497	32,173,438	30,387,556	29,404,456
REVENUE TOTALS	4,643,670	5,016,553	4,632,984	5,570,435	3,744,557
CITY OBLIGATION TO FIRE FUNDS	31,264,754	32,016,944	27,540,454	24,817,121	25,659,899
source: City of San Bernardino					

The historic finance materials received on December 15, 2015 from the City present a picture of continuing cuts to City Fire Department operations and the need for use of the entire proceeds of general ad valorem property tax (the general levy on the tax bill) and all of the proceeds of the Motor Vehicle License Fee swap for property tax revenues (these are described in more detail below).

The City Historic Fire Financial data outlined in the chart under "Other Funds" shows a significant debt obligation for the City's fire operations. It is related to the Verdemont leaseback financing through the California Infrastructure and Economic Development Bank. Through negotiations with City and County Fire personnel and administration, this debt obligation will be paid prior to the issuance of the Certificate of Completion. In addition, the City shall be responsible for payment of the amount owed to WESTNET for the Station Alert system through the expiration of the lease contract in July 2017. This, too, will be required to be completed prior to the issuance of the Certificate of Completion.

- The debt obligations of the transferring City of San Bernardino Fire Department shall be either be paid in full prior to the issuance of the Certificate of Completion or assigned to the Successor District, the Valley Service Zone of SBCFPD. The debt obligations to be paid relate to the City's leaseback financing with the California Infrastructure and Economic Development Bank and the lease through WESTNET.

The materials submitted by County Fire, as the amended Plan for Service and Fiscal Impact Analysis, identify that the annexation will provide for the continuation of service at current levels. It is also estimated that the transition to County Fire will result in a reduction in response times through a consolidation of dispatch operations with CONFIRE, a Joint Powers Authority which currently provides multi-agency fire, rescue and emergency medical services dispatch services for the SBCFPD and the cities of Colton, Loma Linda, Redlands and Rialto, which is an increase in service provided to the residents of the City.

Based upon the determination that the transition of service from City Fire to County Fire provides for an efficient and effective form of government to continue the range and level of service currently provided and that it will not impair the ability of any other agency to be provide its range and level of service, the Commission must now turn its attention to the financial consideration of the proposal.

LAFCO staff has reviewed the financial materials submitted by representatives from the City and those submitted and signed by the Fire Chief for the San Bernardino County Fire Protection District, the County Administrative Office, CONFIRE, along with the several revisions processed for the FIA. The spreadsheet which follows outlines the Commission required five-year financial projection as presented on January 19, 2016:

**AGENDA ITEM #7 - LAFCO 3198 -- CITY OF
SAN BERNARDINO FIRE REORGANIZATION
JANUARY 20, 2016**

Expenditures:	Number of Positions	FY 2015/16 City Budget	2016/17 Forecast Per Position	FY 2016/17 Forecast	FY 2017/18 Forecast	FY 2018/19 Forecast	FY 2019/20 Forecast	FY 2020/21 Forecast
Inflation Rate				5.0%	2.0%	2.0%	3.0%	3.0%
Staffing:								
Suppression								
Division Chief	0.93		298,880	277,958	283,517	289,187	297,863	306,799
Battalion Chief	2.79		269,726	752,536	767,587	782,939	806,427	830,620
Captain	36		214,386	7,717,896	7,872,254	8,029,699	8,270,590	8,518,708
Engineer	36		186,495	6,713,820	6,848,096	6,985,058	7,194,610	7,410,448
Firefighter / Paramedic	39		164,714	6,423,846	6,552,323	6,683,369	6,883,870	7,090,386
Firefighter	3		151,007	453,021	462,081	471,323	485,463	500,027
Fire Prevention								
Deputy Fire Marshal	1		231,659	231,659	236,292	241,018	248,249	255,696
Fire Prevention Supervisor	1		144,546	144,546	147,437	150,386	154,898	159,545
Fire Prevention Specialist	2		122,549	245,098	250,000	255,000	262,650	270,530
Fire Prevention Officer / Arson	1		191,805	191,805	195,641	199,554	205,541	211,707
Fire Prevention Officer	3		105,608	316,824	323,160	329,623	339,512	349,697
Fire Prevention Office Assistant II	1		60,440	60,440	61,649	62,882	64,768	66,711
Non-Suppression								
Staff Analyst I	0.93		93,329	86,796	88,532	90,303	93,012	95,802
Office Assistant III	0.93		60,645	56,400	57,528	58,679	60,439	62,252
TOTAL SALARIES AND BENEFITS	128.58	26,319,709		23,672,645	24,146,097	24,629,020	25,367,892	26,128,928
Inflation Rate				2.0%	2.0%	2.0%	2.0%	2.0%
Operating Expenses								
Services and Supplies / Dispatch / MIS		3,058,063		2,534,749	2,585,444	2,637,153	2,689,896	2,743,694
Station Expenses		825,752		2,143,275	2,186,141	2,229,863	2,274,461	2,319,950
Overhead and Support (1)		1,108,018		1,221,667	1,246,100	1,271,022	1,296,443	1,322,372
TOTAL OPERATING EXPENSES		4,991,833		5,899,691	6,017,685	6,138,039	6,260,799	6,386,015
CAPITAL IMPROVEMENT FUND (2)		18,221		1,839,330	1,876,117	1,913,639	1,951,912	1,990,950
City Debt Services		527,364						
TOTAL EXPENDITURES		31,857,127		31,411,666	32,039,898	32,680,697	33,580,603	34,505,893
Revenues:								
Grants				0	0	0	0	0
Ambulance Fees (3)		429,310		349,854	356,851	363,988	371,268	378,693
Charges for Service - General (4)		1,169,495		23,737	24,212	24,696	25,190	25,694
Charges for Service - Govt. (5)		1,089,624		642,867	655,724	668,839	682,216	695,860
CFD (6)		720,625		835,323	852,029	869,070	886,451	904,180
Fire Prevention Fees (7)		0		1,190,372	1,214,179	1,238,463	1,263,232	1,288,497
FP-5 (8)		0		7,409,899	7,632,196	7,861,162	8,096,997	8,339,907
Revenue Before Property Tax		3,409,054		10,452,052	10,735,192	11,026,218	11,325,354	11,632,831
Property Tax Required		28,448,073		20,959,614	21,304,706	21,654,479	22,255,249	22,873,062
100% of City's Ad Valorem Property Tax Excluding IVDA Area				8,151,865	8,314,902	8,481,200	8,650,824	8,823,841
Other Property Tax Revenue				2,389,155	2,397,177	2,405,359	2,413,705	2,422,217
Total Property Tax				10,541,020	10,712,079	10,886,559	11,064,529	11,246,058
In Lieu of VLF								
Total City Property Taxes in lieu of VLF				18,743,853	19,118,730	19,501,105	19,891,127	20,288,949
Base Transfer % to County Fire of PT in lieu of VLF				35%	35%	35%	35%	35%
Base Property Taxes in lieu of VLF Transferred to County Fire				6,560,349	6,691,556	6,825,387	6,961,894	7,101,132
Additional VLF to Replace Value of IVDA Ad Valorem Area				2,318,202	2,364,567	2,411,858	2,460,095	2,509,297
IVDA Negotiated Pass Through / Replaced with VLF				2,177,383	2,177,383	2,177,383	2,177,383	2,177,383
TOTAL VLF TRANSFER TO COUNTRY FIRE				11,055,934	11,233,505	11,414,627	11,599,372	11,787,812
SBCFPD Total Transfer Revenue				21,596,954	21,945,584	22,301,186	22,663,901	23,033,870
Valley Service Zone (9)	94%			20,301,136	20,628,849	20,963,115	21,304,067	21,651,838
Administration FPD (9)	6%			1,295,817	1,316,735	1,338,071	1,359,834	1,382,032
Yearly Net				637,340	640,877	646,707	408,652	160,808
Fund Balance				637,340	1,278,217	1,924,924	2,333,575	2,494,383
City Retained Costs								
One Time County Fire Startup Costs (10)				311,471				
iBank Debt (11)				0	0	0	0	0
San Manual Contract (12)				86,333	0	0	0	0
Unfunded Pension Liability				2,367,442	2,367,442	2,367,442	2,367,442	2,367,442
Fleet Facility Lease / Purchase (13)				55,000	55,000	55,000	55,000	1,072,500
Westnet Final Purchase Payment				44,261				
Total City Retained Costs				2,864,507	2,422,442	2,422,442	2,422,442	3,439,942

The notes to this chart are needed to fully understand the references. They are shown below:

FOOTNOTES:

1	FPD Administration Amount			
2	Vehicle / Station Replacement and Major CIP Projects			
3	Fee for Providing Liscensed Health Care (Average last 5 years)			
4	Service Fees (Average last 7 years) (City # includes Prevention)			
5	Strike Team, Airport, and other Reimbursements (3 Year Average)			
6	Based on 2015/16 Assessed amount of 871,217 @ 94% collection + 2% for FY 2016/17			
7	Based on our analyses of current services and our fees			
8	Based on 53,180 taxable parcels @148.23 (Fy 2016/17 rate) with 94% collection			
9	All revenue shall be split 94% to Valley Service Zone and 6% to FPD Administration			
10	Costs to move dispatch, networks, equipment to County Fire, vehicles to meet County Standards, Inspect repair items noted in station inspections by First Safety			
11	City shall pay off prior to Reorganization			
12	Contract Expires 6/30/2017 (Final Payment will be made by City to County Fire)			
13	Final Payment of \$1,072,500 due in 2020 (City shall Lease facility to County Fire for \$1.00 untill paid off then Quit Claim to County)			
14	Final Payment of 44,260.70 shall be paid by City prior to Reorganization			

This material has several nuances to the identification of both expenditures and revenues which are more fully described below. However, the basic information outlines the expenses and revenues which are proposed for the Valley Service Zone, successor agency, for the boots on the ground operation of fire protection and emergency medical response within the City of San Bernardino.

Expenditures:

Salary and benefit expenditures identified in the County Fire FIA shows the costs for fire suppression, prevention and administrative personnel tied to those activities. They accommodate the transfer of 128.58 positions from City Fire (all the affected employees) but not the 12.42 dispatch personnel. Dispatch personnel are being transferred to CONFIRE, a joint powers authority providing regional dispatch services of which County Fire is a member. LAFCO staff has taken the information provided in the FIA and information provided by County Fire, County Administrative Office and City personnel to provide more information on these aspects of the FIA.

Staffing:

The FIA identifies the suppression, prevention and administrative personnel costs for the five years following transfer from City Fire. All employees within these categories are

included in this projection based upon the current County Fire Memorandum of Understanding in effect through July 2018. The Plan for Service identifies the transition plan for the employees including the requirement to pass a physical for all suppression and prevention employees. The terms of agreement with the City of San Bernardino is that the transfer of compensated absences (vacation, holiday time and sick leave) will be provided through a lump sum payment to County Fire for use by employees following transition. County Fire will be impressed with a public trust fiduciary responsibility to protect these funds for the purpose which they were intended through a condition of approval for LAFCO 3198.

Expenditures:	Number of Positions	FY 2015/16 City Budget	2016/17 Forecast Per Position	FY 2016/17 Forecast	FY 2017/18 Forecast	FY 2018/19 Forecast	FY 2019/20 Forecast	FY 2020/21 Forecast
Inflation Rate				5.0%	2.0%	2.0%	3.0%	3.0%
Staffing:								
Suppression								
Division Chief	0.93		298,880	277,958	283,517	289,187	297,863	306,799
Battalion Chief	2.79		269,726	752,536	767,587	782,939	806,427	830,620
Captain	36		214,386	7,717,896	7,872,254	8,029,699	8,270,590	8,518,708
Engineer	36		186,495	6,713,820	6,848,096	6,985,058	7,194,610	7,410,448
Firefighter / Paramedic	39		164,714	6,423,846	6,552,323	6,683,369	6,883,870	7,090,386
Firefighter	3		151,007	453,021	462,081	471,323	485,463	500,027
Fire Prevention								
Deputy Fire Marshal	1		231,659	231,659	236,292	241,018	248,249	255,696
Fire Prevention Supervisor	1		144,546	144,546	147,437	150,386	154,898	159,545
Fire Prevention Specialist	2		122,549	245,098	250,000	255,000	262,650	270,530
Fire Prevention Officer / Arson	1		191,805	191,805	195,641	199,554	205,541	211,707
Fire Prevention Officer	3		105,608	316,824	323,160	329,623	339,512	349,697
Fire Prevention Office Assistant II	1		60,440	60,440	61,649	62,882	64,768	66,711
Non-Suppression								
Staff Analyst I	0.93		93,329	86,796	88,532	90,303	93,012	95,802
Office Assistant III	0.93		60,645	56,400	57,528	58,679	60,439	62,252
TOTAL SALARIES AND BENEFITS	128.58	26,319,709		23,672,645	24,146,097	24,629,020	25,367,892	26,128,928

In addition, the draft staff report for the CONFIRE Board consideration, dated January 26, 2016, identifies the transfer of all dispatch personnel, the acceptance of all equipment, and outlines the actions necessary to accommodate this change, i.e., opening the High Desert Government Center Dispatch Center to free up space in the CONFIRE offices in Rialto. The materials address the staff's concerns that the JPA acknowledge and accept the terms of the transition of employees and equipment.

The materials provided in the FIA related to Operating Expenses were submitted with three line items only: Services and Supplies/Dispatch/MIS, Station Expenses and Overhead and Support. LAFCO staff requested additional information on the breakdown of the items which make up these expenditures totals and has updated the FIA chart to reflect them. The LAFCO staff update is shown below:

	Number of Positions	FY 2015/16 City Budget	2016/17 Forecast Per Position	FY 2016/17 Forecast	FY 2017/18 Forecast	FY 2018/19 Forecast	FY 2019/20 Forecast	FY 2020/21 Forecast
Expenditures:								
<i>Inflation Rate</i>				2.0%	2.0%	2.0%	2.0%	2.0%
Operating Expenses								
Services and Supplies / Dispatch / MIS		3,058,063		2,534,749	2,585,444	2,637,153	2,689,896	2,743,694
Costs Allocation:								
Dispatch/MIS				1,571,544	1,602,975	1,635,035	1,667,736	1,701,090
County Overhead				506,950	517,089	527,431	537,979	548,739
Equipment				177,432	180,981	184,601	188,293	192,059
Vehicle Maintenance				101,390	103,418	105,486	107,596	109,748
Other Management Expense				50,695	51,709	52,743	53,798	54,874
Medical Expense				50,695	51,709	52,743	53,798	54,874
Insurance				50,695	51,709	52,743	53,798	54,874
Information Services				25,347	25,854	26,372	26,899	27,437
Station Expenses		825,752		2,143,275	2,186,141	2,229,863	2,274,461	2,319,950
Cost Allocation:								
Vehicle Maintenance/Fuel				921,608	940,041	958,841	978,018	997,579
Miscellaneous				364,357	371,644	379,077	386,658	394,392
Utilities				171,462	174,891	178,389	181,957	185,596
General Maintenance				171,462	174,891	178,389	181,957	185,596
Insurance				171,462	174,891	178,389	181,957	185,596
Equipment				150,029	153,030	156,090	159,212	162,397
Medical supplies				107,164	109,307	111,493	113,723	115,998
Information Services				64,298	65,584	66,896	68,234	69,599
Clothing				21,433	21,861	22,299	22,745	23,200
Overhead and Support (Footnote 1 on master table)		1,108,018		1,221,667	1,246,100	1,271,022	1,296,443	1,322,372
Cost Allocation:								
Administration				842,950	859,809	877,005	894,546	912,437
Public Information Officer				61,083	62,305	63,551	64,822	66,119
Human Resources				122,167	124,610	127,102	129,644	132,237
Warehouse/Support Services				195,467	199,376	203,364	207,431	211,580
TOTAL OPERATING EXPENSES		4,991,833		5,899,691	6,017,685	6,138,038	6,260,800	6,386,016
CAPITAL IMPROVEMENT FUND (2)		18,221		1,839,330	1,876,117	1,913,639	1,951,912	1,990,950
TOTAL OPERATING EXPENSE AND CAPITAL IMPROVEMENT FUND		5,010,054		7,739,021	7,893,802	8,051,677	8,212,712	8,376,966

The breakdown in the cost allocation categories identifies that the expenses for providing the services through County Fire are an increase in funding to provide for deferred maintenance which the City, due to its financial position, was unable to fund and to set aside revenues to accommodate needed capital improvements (new vehicles, equipment upgrades, etc.). This brings the anticipated expenditures for the first five years of operation to an increase of more than \$2,000,000 above the City cost for the preceding five year period.

It is the position of LAFCO staff that the expenditures identified in the FIA reflect the anticipated costs for the operation and the maintenance of the level of service previously provided by the City and, in those instances identified, increases the service.

REVENUES:

The FIA, as amended, identifies the revenue streams to support the provision of service. Throughout the analysis process, LAFCO staff has raised questions and responded to concerns to assure that the FIA accurately reflects the revenue streams for this service. The proposal presents unique circumstances for the distribution of City revenue to County Fire for the delivery of fire protection and emergency medical response.

Revenues:						
Grants		0	0	0	0	0
Ambulance Fees (3)	429,310	349,854	356,851	363,988	371,268	378,693
Charges for Service - General (4)	1,169,495	23,737	24,212	24,696	25,190	25,694
Charges for Service - Govt. (5)	1,089,624	642,867	655,724	668,839	682,216	695,860
CFD (6)	720,625	835,323	852,029	869,070	886,451	904,180
Fire Prevention Fees (7)	0	1,190,372	1,214,179	1,238,463	1,263,232	1,288,497
FP-5 (8)	0	7,409,899	7,632,196	7,861,162	8,096,997	8,339,907
Revenue Before Property Tax	3,409,054	10,452,052	10,735,192	11,026,218	11,325,354	11,632,831
Property Tax Required	28,448,073	20,959,614	21,304,706	21,654,479	22,255,249	22,873,062
100% of City's Ad Valorem Property Tax Excluding IVDA Area		8,151,865	8,314,902	8,481,200	8,650,824	8,823,841
Other Property Tax Revenue		2,389,155	2,397,177	2,405,359	2,413,705	2,422,217
Total Property Tax		10,541,020	10,712,079	10,886,559	11,064,529	11,246,058
In Lieu of VLF						
Total City Property Taxes in lieu of VLF		18,743,853	19,118,730	19,501,105	19,891,127	20,288,949
Base Transfer % to County Fire of PT in lieu of VLF		35%	35%	35%	35%	35%
Base Property Taxes in lieu of VLF Transferred to County Fire		6,560,349	6,691,556	6,825,387	6,961,894	7,101,132
Additional VLF to Replace Value of IVDA Ad Valorem Area		2,318,202	2,364,567	2,411,858	2,460,095	2,509,297
IVDA Negotiated Pass Through / Replaced with VLF		2,177,383	2,177,383	2,177,383	2,177,383	2,177,383
TOTAL VLF TRANSFER TO COUNTRY FIRE		11,055,934	11,233,505	11,414,627	11,599,372	11,787,812
SBCFPD Total Transfer Revenue		21,596,954	21,945,584	22,301,186	22,663,901	23,033,870
Valley Service Zone (9)	94%	20,301,136	20,628,849	20,963,115	21,304,067	21,651,838
Administration FPD (9)	6%	1,295,817	1,316,735	1,338,071	1,359,834	1,382,032
Yearly Net		637,340	640,877	646,707	408,652	160,808
Fund Balance		637,340	1,278,217	1,924,924	2,333,575	2,494,383

Those unique circumstances are described in more detail below:

Property Tax for Motor Vehicle In Lieu Transfer

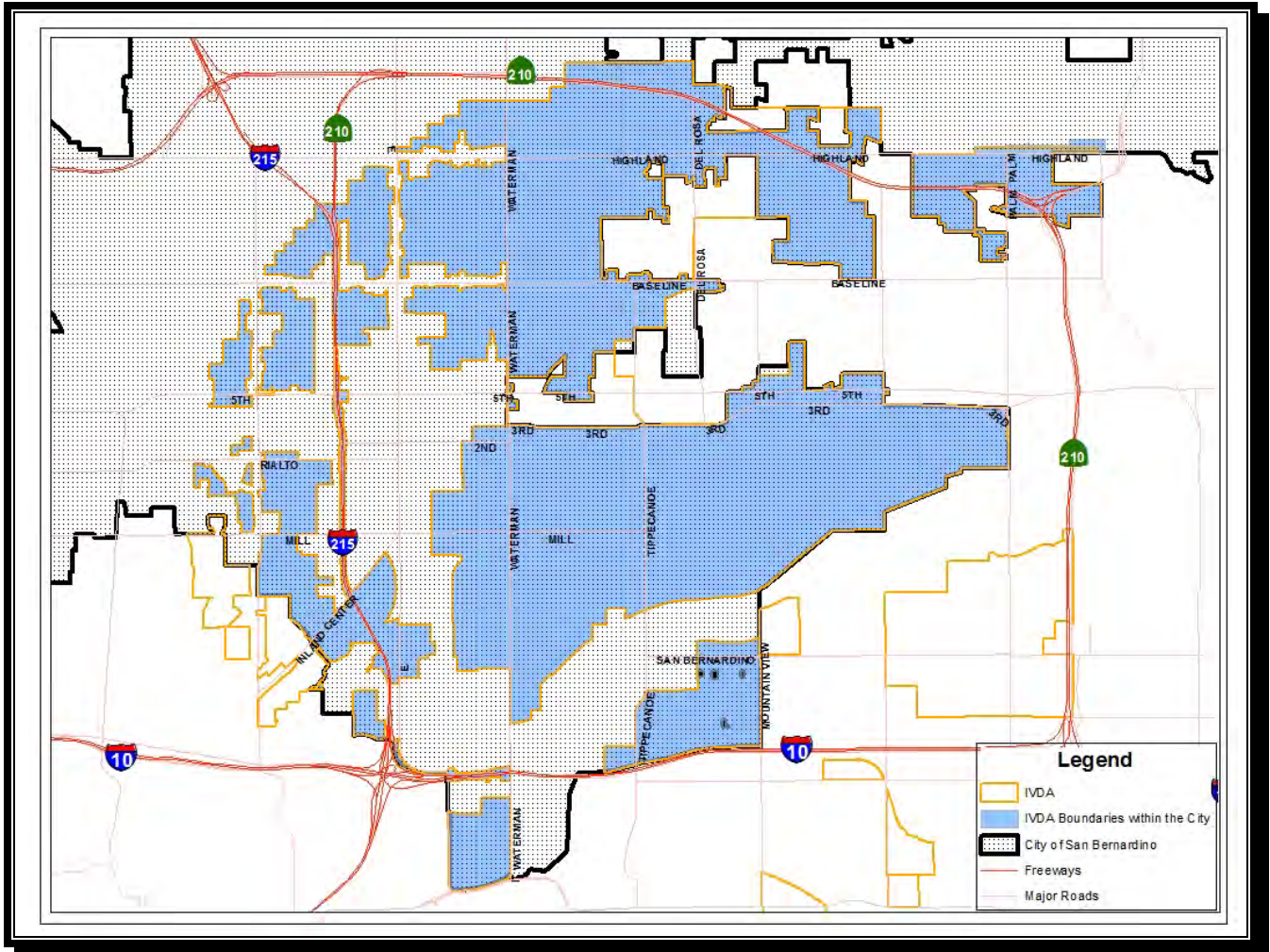
During the processing of the proposal through the mandatory Revenue and Taxation Code Section 99 negotiation process, it was determined that the property tax receipts for the City of San Bernardino are comprised of general ad valorem taxes, subject to R&T Section 99, and property tax in lieu of Motor Vehicle License Fees. The first is transferred as a function of the negotiation process; the latter, however, cannot be transferred directly to a special district. In order to provide for the level of funding necessary to sustain the operations being transferred to County Fire, a contractual agreement is required between the City of San Bernardino, the Valley Service Zone of SBCFPD, and the County Auditor-Controller specifying that 35% of the property tax proceeds from the swap of Motor Vehicle License Fees attributable for the City of San Bernardino will be directed to the Valley Service Zone for the fire operations delivered to the City. Staff has expressed its

concern that, as with so many things, what the State giveth it can take away. In response to that concern the proposed contract, currently in draft form, addresses that should there be a change in the method by which these revenues are calculated, the Valley Service Zone of SBCFPD shall receive an equivalent amount from the new calculation. The proposed condition of approval to memorialize this agreement is:

- Prior to the issuance of the Certificate of Completion for the reorganization to include annexation, pursuant to the provisions outlined in Government Code Section 56886 (i) the Commission requires that the City of San Bernardino, County of San Bernardino, and San Bernardino County Fire Protection District enter into a contract which requires the Auditor/Controller/Treasurer/Tax Collector for San Bernardino County to direct that 35% of the City's total property taxes in lieu of Vehicle License Fees be transferred to the Valley Service Zone of SBCFPD, Successor District, to fund the provision of fire protection and emergency medical response services. This contract shall be perpetual and address the needs for allocation of funds to replace the property tax in-lieu of Motor Vehicle License fees should the State of California make changes to this revenue stream legislatively. This amount is in addition to the amounts determined pursuant to the provisions of Revenue and Taxation Code Section 99 for LAFCO 3198.

IVDA Property Tax and Incremental Transfer

In addition, to the item identified above, staff also learned late in December that the provisions of the Joint Powers Agreement with the Inland Valley Development Authority (a redevelopment entity originally formed to address the transition of Norton Air Force Base) does not allow for the property tax base and increment portion of the ad valorem taxes allocation to the City of San Bernardino to be transferred to County Fire. The language of this agreement and the recent refinancing of the revenue bonds for the Authority require that for those areas within the IVDA the City must retain this funding and the direction of the revenue bonds that pledge the increment to repayment of the bonds. Government Code Sections 56121 and 56122 requires that the Commission make the determination that no bond or contractual obligation be impaired by an action before it. Therefore, after much negotiation, it has been determined that a contractual arrangement be entered into to provide the sum equivalent to the property tax, increment, and pass through funding that would have been transferred to County Fire. In order to move forward with the determination that the transfer of operations is sustainable, a mechanism for transfer of an equivalent sum from a different source must be determined by the Commission and the affected agencies. The map below delineates the area within the boundaries of the City of San Bernardino that is within IVDA.



Staff could find no precedent for determining a method to address this issue; however, through negotiations with IVDA, County Administrative Office, City of San Bernardino, and County Fire, a contractual basis for transfer has been proposed that addresses the provision of an equivalent sum from property taxes in exchange for Motor Vehicle License fees during the term of the revenue bond pledge (expiring in 2035) for the property taxes, increment and pass-through that would have been exchanged if the standard property tax transfer process for the reorganization were to have been completed. Therefore, staff is proposing a condition of approval that reflects the agreements of the County Administrative Office, County Fire, City of San Bernardino and IVDA for these contractual transfers within the IVDA area.

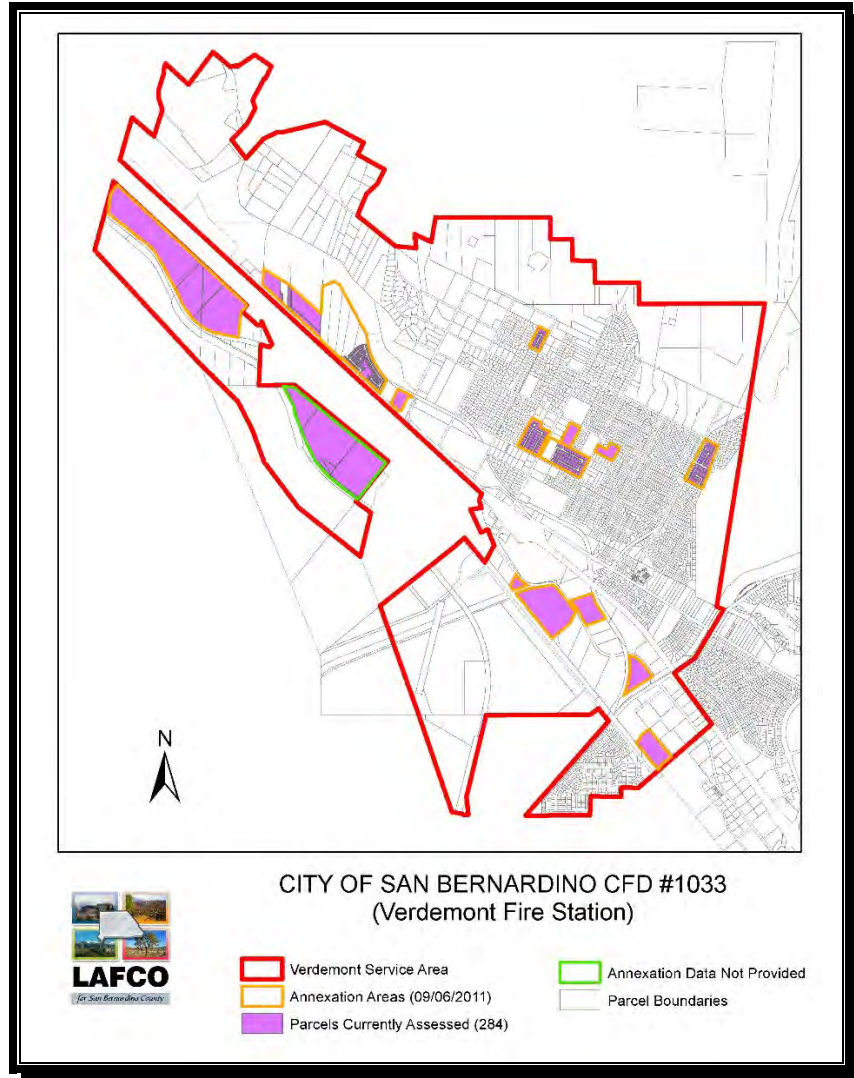
- Prior to the issuance of the Certificate of Completion for the reorganization to include annexation, pursuant to the provisions outlined in Government Code Section 56886 (l), (o) and (s), the Commission requires that the City of San Bernardino, County of San Bernardino, and San Bernardino County Fire Protection District enter into a contract which directs the Auditor/Controller/Treasurer/Tax Collector for San Bernardino County to provide

for the calculation of property tax revenues to be transferred from the City's proceeds under the property tax in lieu of Motor Vehicle License Fees to the Valley Service Zone of SBCFPD, successor agency, as a replacement for the exclusion of the Inland Valley Development Authority (IVDA) territory within the City of San Bernardino from the property tax transfer process in the manner presented below, This term and condition shall assure that there is no impairment of the Inland Valley Development Agency Tax Allocation Refunding Bonds Series 2014A and Successor Agency to the Inland Valley Development Agency Tax Allocation Refunding Bonds Series 2014B bond obligations::

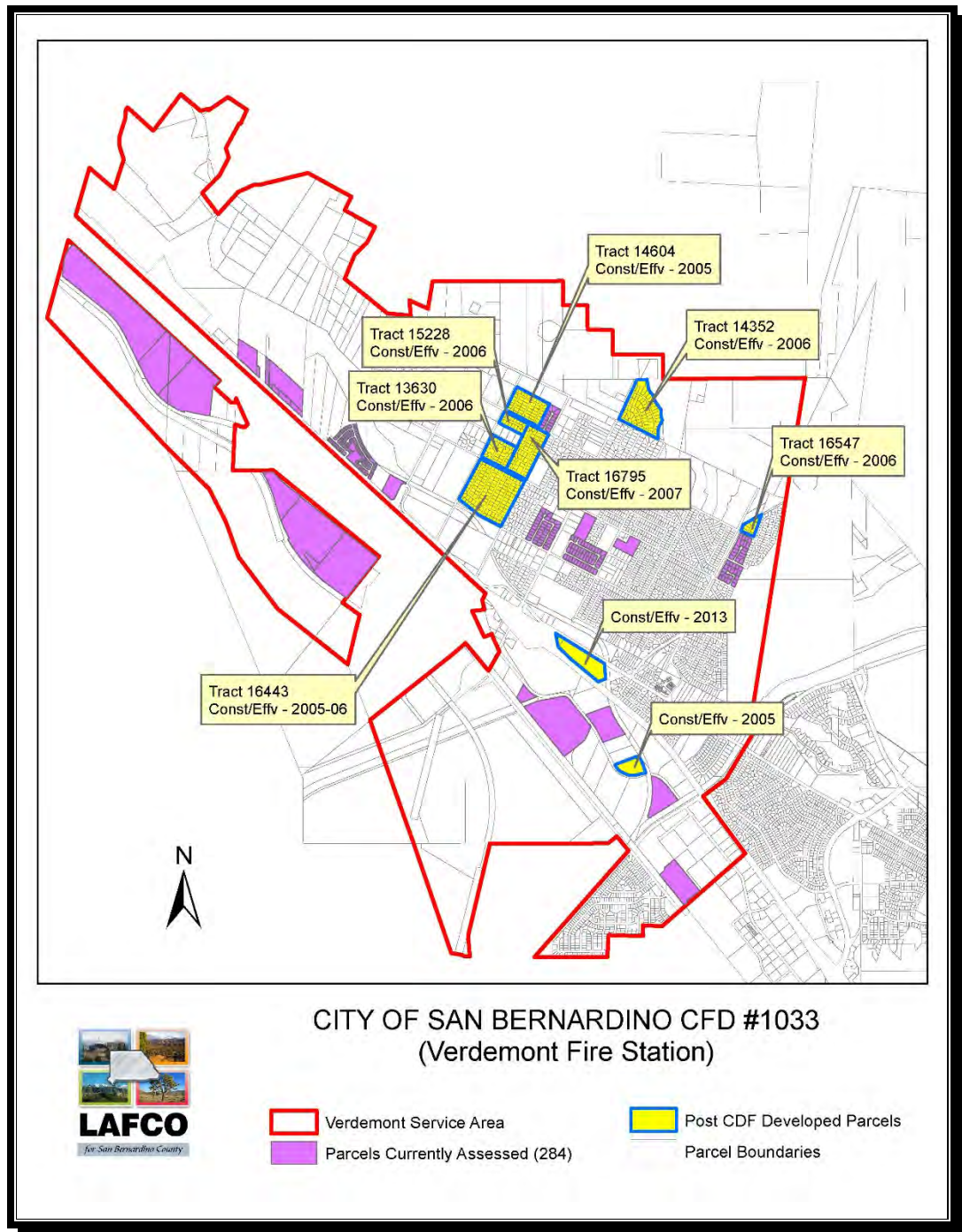
- The calculation shall use the following amounts to determine the transfer from proceeds of property tax swap in lieu of Motor Vehicle License Fees amount: (a) base property tax within the affected Tax Rate Areas (TRAs) within IVDA a part of the corporate limits of the City of San Bernardino , (b) pass through payments, negotiated or statutory within the defined TRAs; (c) residual distribution as a result of redevelopment dissolution within the defined TRAs; and (d) any other property tax proceeds that would have come to the Valley Service Zone except for the exclusion of the IVDA area of the City of San Bernardino; and,
- The methodology outlined above shall be permanent and may only be amended after the conclusion of the revenue bond pledge on or after June 30, 2035 or if said revenue bond pledge is refunded or refinanced by mutual agreement between the County of San Bernardino, the San Bernardino County Fire Protection District and the City of San Bernardino.

Transfer of CFD

Community Facilities District #1033 was formed by the City Council of the City of San Bernardino in 2004 under Resolution No. 2004-10. The engineering report included with that Resolution identifies the CFD special tax was to provide for funding to build, equip and man the Verdemont Fire Station and defines the standards of service that were to be met. The map below identifies the Verdemont service area and the actual parcels paying the annual special tax. As the map reflects, only a limited number of parcels within the service area pay the special tax and LAFCO staff requested that the City of San Bernardino provide documentation of the limitation of funding resources.



After months of discussions with City personnel, on January 15, 2016, LAFCO staff received a letter from the City Attorney stating that while the City believes that all appropriate residential and commercial development has been included in the CFD, it cannot provide an explanation of the number of tracts not currently paying. LAFCO staff had questioned the following tracts, but has no identification of individual residential units built during the period 2004 to 2015:



The City of San Bernardino is currently working to reconcile the parcels developed and assessed. However, staff has concerns for the means to transfer the administration of CFD 1033 to the Valley Service Zone of SBCFPD, as the successor, if these questions on administration remain. Government Code Section 56886(u) provides the statutory authority for the Commission to transfer this Mello-Roos District and it reads as follows:

(u) The transfer of authority and responsibility among any affected cities, affected counties, and affected districts for the administration of special tax and special assessment districts, including, but not limited to, the levying and collecting of special taxes and special assessments, including the determination of the annual special tax rate within authorized limits; the management of redemption, reserve, special reserve, and construction funds; the issuance of bonds which are authorized but not yet issued at the time of the transfer, including not yet issued portions or phases of bonds which are authorized; supervision of construction paid for with bond or special tax or assessment proceeds; administration of agreements to acquire public facilities and reimburse advances made to the district; and all other rights and responsibilities with respect to the levies, bonds, funds, and use of proceeds that would have applied to the local agency that created the special tax or special assessment district.

The language addresses the ability of the Commission to transfer this authority as well as to determine the *“levying and collecting of special taxes and special assessment, including the determination of the annual special tax rate within authorized limits”*. Due to the issues involved with the administration of CFD 1033 and the component of the reorganization proposal to include a per parcel charge for funding of fire protection, staff is proposing a condition of approval to transfer CFD 1033 for administration by the Valley Service Zone of SBCFPD but only for the commercial and industrial parcels currently assessed and those which will be developed in the future. This would remove the \$435 per parcel residential special tax which will be replaced with the \$144 FP-5 charge. The financial change for Fiscal Year 2015-16 is shown below:

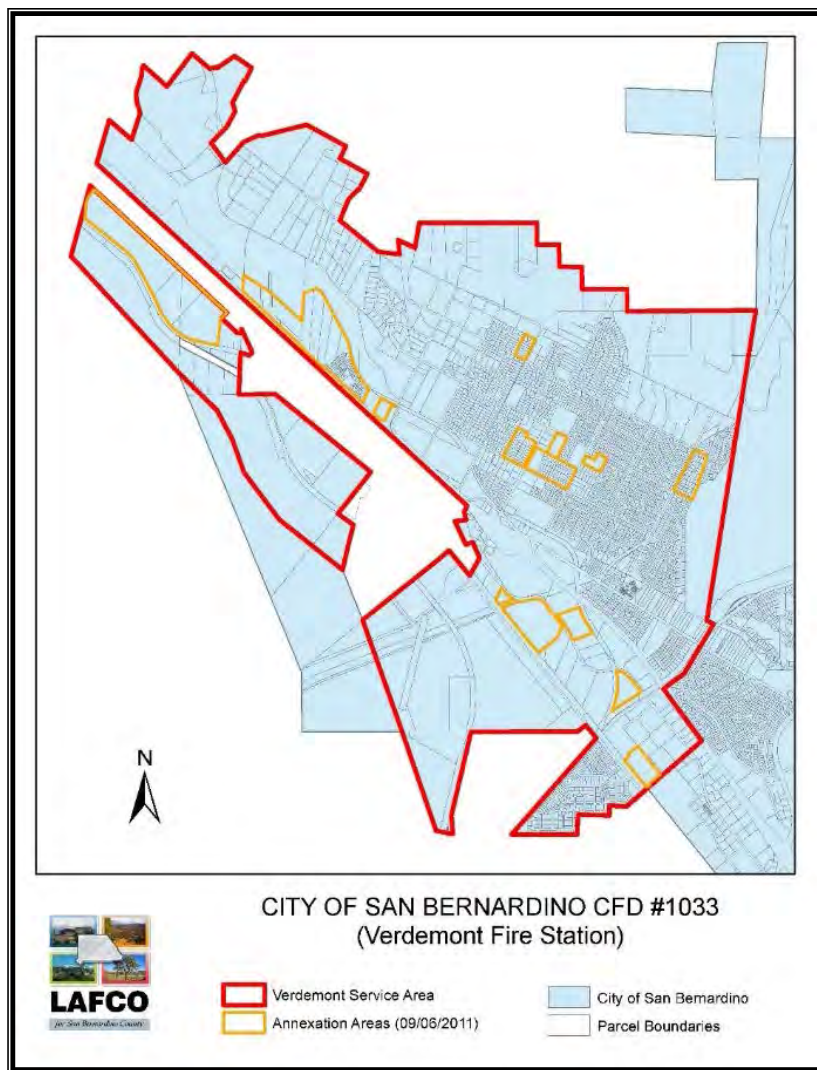
Number of Parcels	Per parcel charge	Total Revenue in 2015-16
Residential -- 127 parcels	\$435.18	\$55,310
Commercial/Retail/ Office/Industrial -- 11 parcels	Per acre charge in 2004-05 was \$2,445	\$815,949

The loss of \$55,310 is not considered to be substantial to the operations of the CFD and the Valley Service Zone as its successor, especially in light of the additional Valley Service Zone revenues available from the unincorporated islands for delivery of service outlined below. The staff is proposing the following condition to address this change:

Upon the effective date of the reorganization including annexation, the Successor District shall accept the administration of Community Facilities District #1033 (hereafter “CFD 1033”) from the City of San Bernardino terminating in Fiscal Year commencing July 1, 2033. The special tax levy for this entity shall be limited to the commercial, retail, office and industrial properties currently assessed or which will be developed in the future pursuant to the terms specified in City of San Bernardino Resolution No. 2004-210. All residential properties previously assessed will be exempted from future assessments by Valley Service Zone administration of CFD 1033. All cash on hand or fund balance in the accounts of CFD 1033 within the City of San Bernardino upon the effective date of LAFCO 3198 shall transfer to the

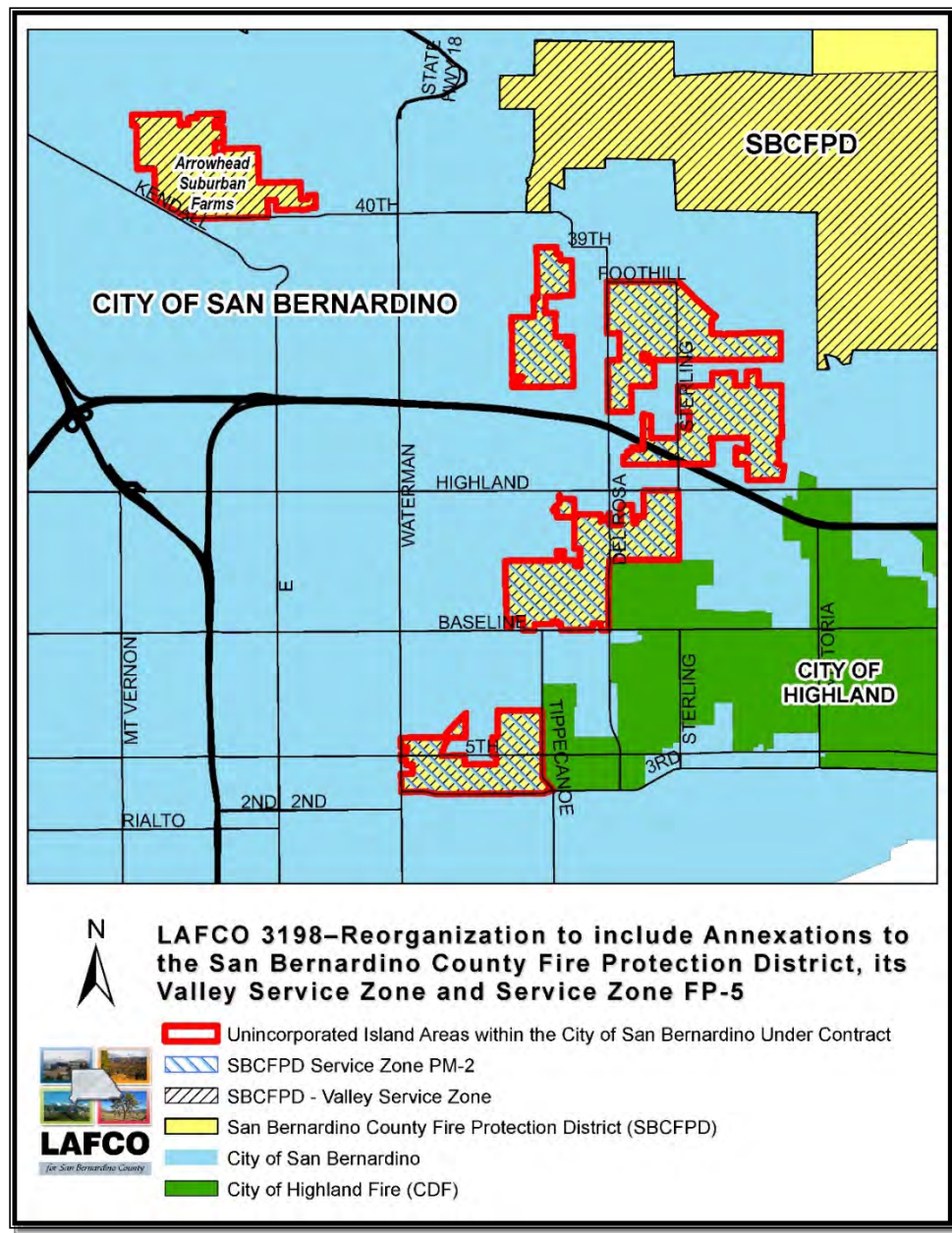
administration of this CFD under the Successor District. All delinquent taxes and any and all other collections or assets of CFD 1033 that may accrue shall be transferred to the Successor District pursuant to Government Code Section 56886(l). The revenues to be received by the Successor District administering CFD 1033 are impressed with the public trust, use or purpose as defined by City of San Bernardino Resolution No. 2004-210 and all transactions utilizing these funds shall be accounted for and described in the annual audit and/or comprehensive financial reports recognizing CFD 1033 by the Successor District.

The future administration of CFD 1033 under the Successor District shall require that the Valley Service Zone, Successor District, shall participate in the development review process of the City of San Bernardino for any properties within the defined Verdmont Service Area, shown below, for commercial, industrial retail or office uses. The City of San Bernardino shall be required to annex any commercial, industrial, retail or office parcels into CFD 1033 as a condition of development approval to be completed prior to the issuance of the certificate of occupancy for said projects.



Valley Service Zone Area:

SBCFPD and its Valley Service Zone are currently located within the unincorporated area which is defining the general area to receive service by annexation of the City of San Bernardino. Specifically on the map shown above, the peninsula of unincorporated area along Kendall Avenue is within the Valley Service Zone. In addition, the San Bernardino islands, the subject of a revenue contract with the City of San Bernardino to provide for the eastern islands and Arrowhead Suburban Farms, are also within the Valley Service Zone. Those island areas are shown on the map below:



The significance to the present discussion is that the revenues currently attributable to the SBCFPD parent district for administration are estimated at \$202,525 and the SBCFPD Valley Service Zone at \$916,813. Also to be included in service delivery mechanism is the special tax for County Fire Service Zone PM-2 (paramedic tax within the six islands). This is an annual receipt estimated at \$106,712. These funds, totaling \$1,226,050, will also be available for use in supporting the fire protection and emergency medical response within the overall San Bernardino community.

Transfer of Contracts

There are a number of contracts which have been entered into between the City of San Bernardino on behalf of its Fire Department for such matters as mutual aid, joint powers authorities, and the provision of a range of out-sourced services. As a part of the consideration, the Commission must make a determination regarding the transfer of the contracts (copies of the contracts proposed for termination are included as Attachment #7 to this report). The staff is proposing the inclusion of the following condition to reflect these determinations:

- The remaining payments, all rights and interests held or claimed by the City of San Bernardino Fire Department under all agreements and/or memoranda of understanding with any public agency or private entity, shall transfer to the Successor District, Valley Service Zone of the SBCFPD, excluding those contracts shown on Exhibit "E" for termination. The Successor District, Valley Service Zone, shall also assume all joint use, maintenance, automatic aid or mutual aid agreements held by the City of San Bernardino Fire Department [(Government Code Section 56886(r)]. Amendments of existing agreements required for successful transfer shall be completed and submitted to the Local Agency Formation Commission prior to the issuance of the Certificate of Completion to address any changes [Government Code Section 56886(r)(v)].

City of San Bernardino Fire Contracts		
<i>Contract Description</i>	<i>Term</i>	<i>SBCFPD to Transfer or Terminate</i>
City of San Bernardino and Wildan and CSG Consultants for plan review, inspection building official and counter services	Through 9/30/2017	Terminate 6/30/2016
Contract Emergency Services Director for City	6/30/2015 with two, one year extensions	Terminate 6/30/2016
City of San Bernardino and Rancho Santiago College District for fire personnel training/education	1/2008 until terminated	Terminate 6/30/2016
City of San Bernardino and Advance Data Processing – provides billing services for City Fire	Until 6/2013; unclear if three single year extensions were approved	Terminate 6/30/2016

City of San Bernardino and Fire Recovery USA – provides billing services for traffic control and vehicle extraction services	7/1/2013 – 6/30/2014 with three, one year extensions	Contract expires 6/30/16 and will not transfer
City of San Bernardino and SBCFPD; County Fire District provides emergency management services within City boundaries	2/1/14-1/31/2017	Contract expires 6/30/2016; SBCFPD will assume this responsibility; contract will not transfer
City of San Bernardino and Westnet, Inc; provides warranty and maintenance of fire station alarm systems	7/1/2014 until terminated	City will fund final payment prior to issuance of Certificate of Completion /County to manage until 7/1/2017
City of San Bernardino and Amerik Medical Billing	Unknown	City to terminate agreement prior to issuance of Certificate of Completion
City of San Bernardino and SBCFPD to provide fire protection and paramedic services to unincorporated areas with the San Bernardino's sphere of influence	7/1/2011 – 6/30/2016	Valley Service Zone becomes provider of service, contract no longer necessary.
Cities of San Bernardino, Colton, Loma Linda, Redlands and Rialto and the Fire Districts of Bloomington, Fontana and Muscoy – supplemental fire protection and mutual aid services	6/1972 – no end date specified	Contract stays in place; no impact on master mutual aid agreements
City of San Bernardino and San Bernardino International Airport Authority – fire station lease (aircraft fire crash rescue facility)	2/4/2004 until either party terminates	Transfer 7/1/2016
City of San Bernardino and San Manuel Band of Mission Indians – fire, EMS, dispatching, fire equipment maintenance, etc.	7/1/2007 – 7/1/2017	Transfer 7/1/2016
City of San Bernardino, San Bernardino Community College and Crafton Hills Community College	Unknown	Transfer 7/1/2016
City of San Bernardino and Department of State Hospitals – Patton	Unknown	Transfer to County 7/1/2016
City of San Bernardino and US Department of Agriculture/National Forest Service cooperative agreement – fire and rescue services with mutual threat zones	10/11/2014 through 10/11/2019	Transfer 7/1/2016
JPA (City of San Bernardino, County of San Bernardino and Santiago Community College District) to create the San Bernardino Regional Emergency Training Center	Entered 6/1998 until revenue bonds are paid	SBCFPD will assume City' portion of contract

It is the position of LAFCO staff that the approval of this reorganization will provide for the continuing delivery of fire protection and emergency medical response service within the corporate boundaries of the City of San Bernardino at the same level as received in the past and in some aspects of service will improve. As required by Commission policy and State law, the revised Plan for Service and Fiscal Impact Analysis submitted by County Fire shows that the delivery of service can be maintained following reorganization.

Given the staff's support for the reorganization, the Commission will now need to address the terms and conditions that are required to effectuate the change not otherwise outlined in the narrative above. Specifically, the terms and conditions will address the transition of service, transfer of obligations, discussion of assignment of special taxes and more. First, staff is recommending that the effective date be set as July 1, 2016, or as soon as the terms and conditions of the approval can be met. This will allow for a clean break in financial operations and allow for a clean audit trail.

Next, conditions will need to be applied to transfer operations, facilities, and debt to the Valley Service Zone for the continued operation. All in all, a number of specific conditions are needed to accommodate the dissolution and assumption of service. The full range of conditions is outlined as follows:

- Upon the effective date of this reorganization, the appropriation limit of San Bernardino County Fire Protection District, Valley Service Zone, Successor District, shall be increased by \$21,596,954 for Fiscal Year 2016-17 to recognize the anticipated first year proceeds of taxes for the provision of fire protection and emergency medical response.
- Upon the effective date of this reorganization, any funds currently deposited for the benefit of the City of San Bernardino Fire Department which have been impressed with a public trust, use or purpose shall be transferred to the Successor District, and said District shall separately maintain such funds in accordance with the provisions of Government Code Section 57462.
- Upon the effective date of this reorganization, any funds currently deposited for the benefit of the City of San Bernardino Fire Department Community Facilities District 1033 which have been impressed with a public trust, use or purpose shall be transferred to the Successor District for its administration of Community Facilities District 1033, and said Successor District shall separately maintain such funds in accordance with the provisions of Government Code Section 57462.

The final element that will need to be addressed is that during the transition period State law specifies that the dissolving entity be limited in its authority for expenditures and encumbering obligations. Therefore, staff is recommending that the following condition be included to address this issue which will limit the City from the point in time that the

Commission approves the reorganization (adoption of its resolution) through the effective date proposed to be July 1, 2016.

- As of the date of approval of the reorganization by LAFCO, through the effective date pursuant to the provisions of Government Code 56885.5(a)(4), the City Council of the City of San Bernardino shall be prohibited from taking the following actions unless it first finds an emergency situation exists as defined in Government Code Section 54956.5, and it is supported by the San Bernardino County Fire Protection District:
 - **No Increase in Compensation or Benefits:** No increase in calculation for payment of benefits or compensation for employees of the City of San Bernardino Fire Department shall be allowed. Exceptions to this prohibition include planned and budgeted increases identified in the adopted budget for Fiscal Year 2015-16.
 - **Bound by Current Budget:** Appropriating, encumbering, extending, or otherwise obligating any revenue of the City Fire Department beyond that provided in the current budget at the time of Commission approval, but to include any budgetary adjustment due to the circumstances surrounding the December 2, 2015 terrorist attack, unless agreed to by the Successor District.

Staff would note that the condition includes the proviso to address an issue that may arise which requires expenditure of funds or the obligation for payment. This allows for a mechanism to address unknowns during the transition.

ENVIRONMENTAL CONSIDERATIONS

ENVIRONMENTAL: Will the proposed reorganization have an adverse environmental effect that cannot be mitigated to a level of non-significance? If it does, can those adverse effects be overridden by other benefits?

The Commission is the lead agency for review of the potential environmental consequences of the reorganization evaluated in this report. LAFCO staff has provided the Commission's Environmental Consultant, Tom Dodson and Associates, with the application materials and responses provided by the City of San Bernardino and the San Bernardino County Fire Protection District. Mr. Dodson reviewed this proposal and has recommended that the reorganization is statutorily exempt from the California Environmental Quality Act (CEQA) (copy of letter included as Attachment #9).

This determination is based on the fact that the reorganization will transfer the delivery of fire protection, and emergency medical response from one entity to another which will

not result in any physical impacts on the environment. Therefore, this action is exempt as defined under Section 15061(b)(3) of the State CEQA Guidelines. It is recommended that the Commission adopt the General Rule Statutory Exemption for this proposal by taking the actions outlined in the Recommendation Section of this report.

PUBLIC COMMENT

In addition to publication of a legal notice of this proposal (1/8th page advertisement in *The Sun*), staff also mailed individual notices to the 42,783 landowners in the affected reorganization territory. Over the last three weeks, staff has fielded approximately 100 phone calls from landowners requesting additional information on the proposal. Specific areas of concern generally included:

- A desire to maintain the City Fire Department through the City reprioritizing expenditures.
- Objection to the imposition of a special tax due to financial hardships of homeowners.
- A belief that the City's financial hardships are being solved through the taxation of its residents.
- Additional clarification needed as to why residents do not have the opportunity to vote on the imposition of a special tax.

In addition, staff received nine comment letters which are included as Attachment #8 to this report. The most extensive letter was received by LAFCO staff on January 19, 2016 from Ms. Karmel Roe. Staff is unable to provide a response to this information in the staff report; however, an update will be provided at the hearing.

DETERMINATIONS

The following determinations are required to be provided by Commission policy and Government Code Section 56668 for any proposal considered:

1. The County Registrar of Voters Office has determined that the study area is legally inhabited with 67,883 registered voters as of October 8, 2015.
2. The study area is proposed to be within the sphere of influence assigned the San Bernardino County Fire Protection District through approval of LAFCO 3197.
3. The County Assessor's Office has determined that the total assessed valuation of land and improvements for the area is \$11,363,748,189 as of November 2, 2015. This figure is broken down as \$2,976,373,339 for land and \$8,387,374,850 for improvements.

4. Legal notice of the Commission's consideration of the proposal has been provided through publication of a 1/8th page advertisement in *The Sun*, a newspaper of general circulation in the area. In addition, individual notices were provided to all affected and interested agencies, County departments and those individuals and agencies requesting special notice.
5. In compliance with the requirements of Government Code Section 56125, individual notice was mailed to landowners within the reorganization area (totaling 42,783) due to the annexation of the territory into SBCFPD Service Zone FP-5 (a special tax zone). Comments from landowners have been considered by the Commission in making its determination.
6. The Southern California Association of Governments (SCAG) has adopted a Regional Transportation Plan and Sustainable Community Strategy pursuant to the provisions of Government Code Section 65352.5. Approval of LAFCO 3198 has no direct impact on these determinations. The Sustainable Community Strategy includes as a determination the need to assure the ongoing availability of health and safety services which approval of LAFCO 3198 will support.
7. The Commission's Environmental Consultant, Tom Dodson of Tom Dodson and Associates, has indicated that based on his review of this reorganization, the proposal will not change the area in which the service is provided. Therefore, the proposal will have no physical affect upon the environment, and a General Rule Statutory Exemption as authorized under Section 15061(b)(3) of the State CEQA Guidelines is appropriate. A copy of Mr. Dodson's response is included for the Commission's review as Attachment #9 to this report.
8. The study area is presently served by the following public agencies: County of San Bernardino, City of San Bernardino, East Valley Water District, San Bernardino Valley Municipal Water District, San Bernardino Valley Water Conservation District, Inland Empire Resource Conservation District, Riverside Corona Resource Conservation District, and West Valley Water District. The City of San Bernardino is affected through the transfer of its fire protection and emergency medical response obligation to County Fire as a function of the reorganization. In addition, the change anticipates that the San Bernardino County Fire Protection District, its Valley Service Zone and its Service Zone FP-5 will be expanded to include the territory of the City of San Bernardino. None of the other agencies are affected by this reorganization proposal as they are regional in nature.
9. The San Bernardino County Fire Protection District has submitted a Plan for Service as required by Government Code Section 56653, which indicates that County Fire can, at a minimum, maintain the existing level of service delivery and can improve the level and range of selected portion of the fire protection and emergency medical response currently available in the area. The Plan for Service has been reviewed and compared with the standards established by the Commission and the factors contained within Government Code Section 56668.

The Commission finds that such Plan conforms to those adopted standards and requirements.

10. The reorganization area can benefit from the assumption of fire protection and emergency medical response through the Valley Service Zone of the San Bernardino County Fire Protection District as evidenced by the Plan for Service.
11. This proposal will not affect the fair share allocation of the regional housing needs assigned to the City of San Bernardino through the Southern California Association of Government's (SCAG) Regional Housing Needs Allocation (RHNA) process.
12. With respect to environmental justice, the reorganization provides for the continuation of existing fire protection and emergency medical response within the area and will not result in the unfair treatment of any person based upon race, culture or income.
13. The County Board of Supervisors has successfully completed the process for the determination of the transfer of ad valorem property tax revenues upon successful completion of this reorganization to the successor agencies, SBCFPD and its Valley Service Zone. An amended to that agreement will be processed to address the transfer of property tax revenues only for those areas outside the Inland Valley Development Agency (IVDA). Based upon the need to maintain the pledge to the Revenue Bonds of IVDA and its Successor Oversight Agency, the tax rates and Tax Rate Areas within IVDA shall be retained by the City of San Bernardino until the bonds are paid in full or refunded. This fulfills the requirements of Section 99 of the Revenue and Taxation Code.
14. The maps and legal descriptions prepared by the County Surveyor are in substantial compliance with LAFCO and State standards.

CONCLUSION

Adequate fire protection and emergency medical response are key health and safety issues for any community. This was no more evident as when the tragic events of December 2, 2015 played out on our television screens and cellphones and the exemplary response by all emergency responders was on display. The City of San Bernardino, is both "service insolvent" (unable to pay for all of the costs of providing services at the level required for the health, safety and welfare of the community) and "budget insolvent" (unable to create a balanced budget that provides sufficient revenues to pay for expenses), and cannot continue to fund adequate levels of fire and emergency services for its residents over the long-term. Fiscal projections within the City's Plan of Recovery and Plan of Adjustment indicate that without substantial change in how services are provided to its residents, the City will be unable to emerge from

bankruptcy. A key component of that plan is the transfer of responsibility for fire services from the City to the County.

The City's decision to propose the transfer of its own fire department through annexation to the San Bernardino County Fire Protection District was not an easy one. Alternatives considered by the City included contracting out fire and emergency services or transferring responsibility to a private service provider. Ultimately, the City proposed transfer of its Fire Department through annexation to County Fire as the best and most fiscally responsible alternative for serving their residents. This plan is important to the City in that provides a means to return to the City's coffers an estimated of \$7,000,000 to \$8,000,000 for use in addressing other service deficiencies that currently exist, such as police protection, roads, parks, or even streetlighting. These service determinations will need to be made by the City in its future budgeting process. This is no small thing for the residents of this City.

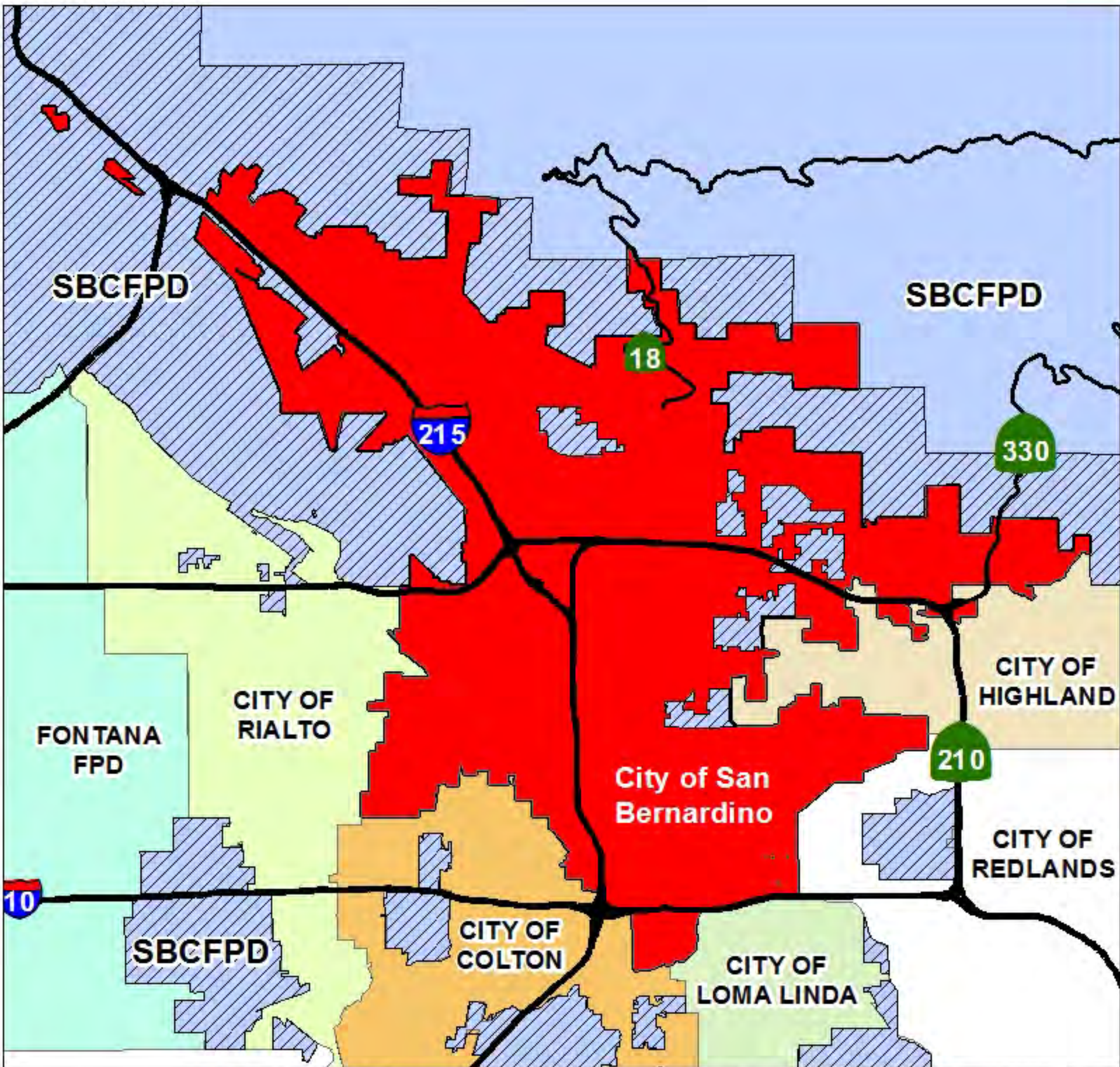
Staff concurs with the City that annexation to County Fire, its Valley Service Zone, and Service Zone FP-5 remains the best option, both operationally and fiscally, by allowing the City to take advantage of substantial economies of scale available from County Fire as well as existing County Fire stations and personnel located nearby the City. Therefore, staff recommends approval of LAFCO 3198 as presented.

Attachments

1. Vicinity Map, Map of Proposed Reorganization and Supplemental Maps
2. City of San Bernardino/County Fire Application for Reorganization Including Plan for Service, Fiscal Impact Analysis (Five-Year Projection), Transition Plan, San Manuel Band of Mission Indians Consent Resolution and Supplemental Data
3. Draft CONFIRE Staff Report Dated January 26, 2016 for Transition of San Bernardino City Fire Dispatch Personnel to CONFIRE/County Fire
4. City of San Bernardino Responses to LAFCO Questions: Letter From City Attorney Dated January 4, 2016; Letter from City Manager Dated November 9, 2015, and Letter Dated November 2, 2015
5. County of San Bernardino Property Tax Transfer Resolutions from December 15, 2015
6. Letter from City of San Bernardino Attorney Dated January 15, 2016 Related to CFD #1033 and City of San Bernardino Resolution No. 2004-210 Forming CFD #1033 and City Resolution No. 2015-128 Setting Special Tax for Fiscal Year 2015-16
7. Contracts To Be Terminated by the City of San Bernardino
8. Copies of Letters Received from the Public Related to LAFCO 3198
9. Letter from Commission Environmental Consultant Tom Dodson of Tom Dodson and Associates Dated January 10, 2016
10. Draft LAFCO Resolution No. 3211

**Vicinity Map, Map of Proposed
Reorganization and Supplemental Maps**

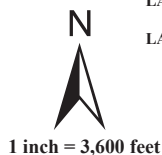
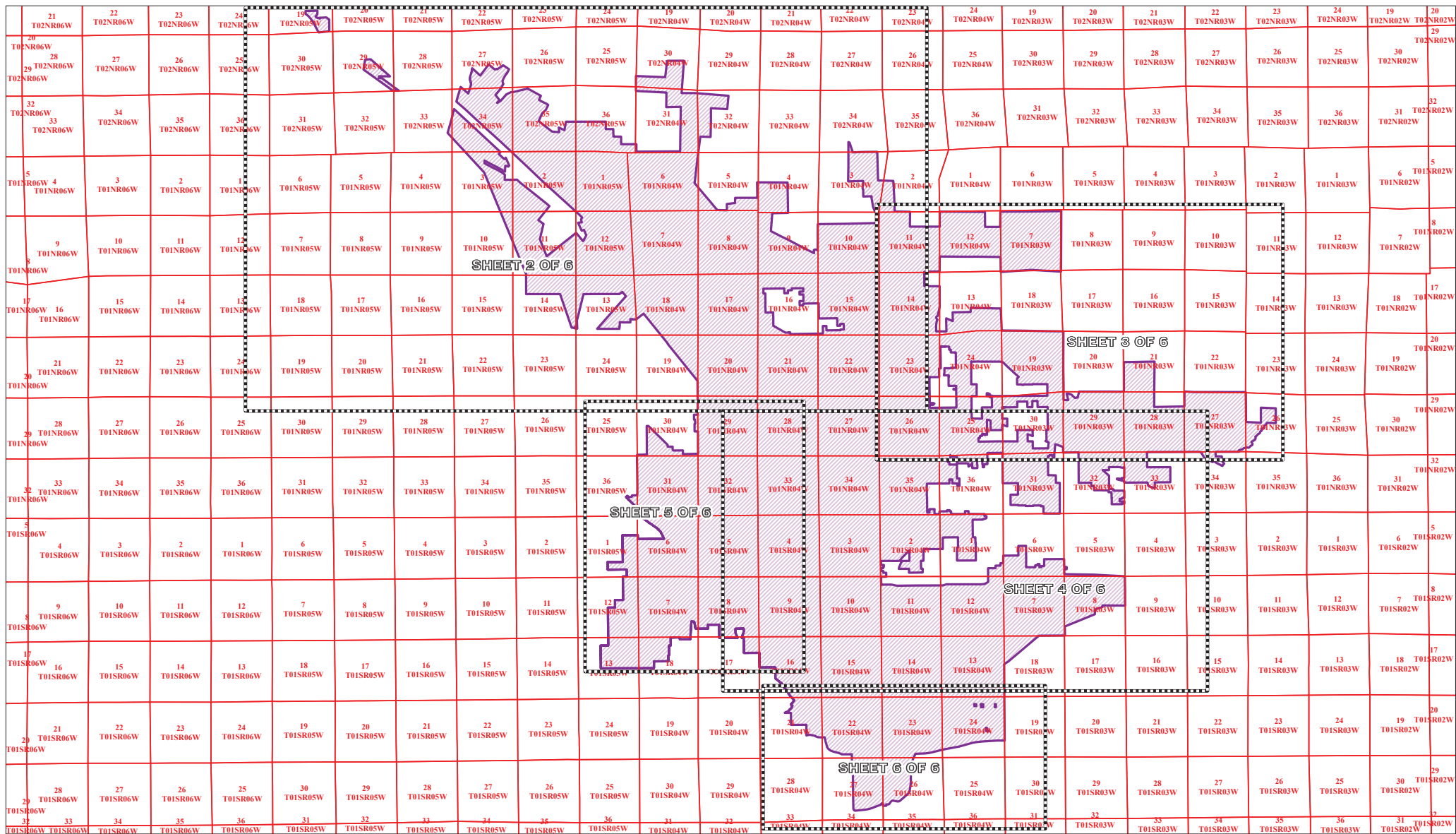
Attachment 1



LAFCO 3198–Reorganization to include Annexations to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5

- City of San Bernardino
- San Bernardino County Fire Protection District (SBCFPD)
- SBCFPD - Valley Service Zone
- City of Highland
- City of Colton
- City of Rialto
- Fontana FPD
- City of Redlands
- City of Loma Linda





LAFCO 3197 - Sphere of Influence Amendments (Expansion) for the San Bernardino County Fire Protection District

LAFCO 3198 - Reorganization to Include Annexations to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5

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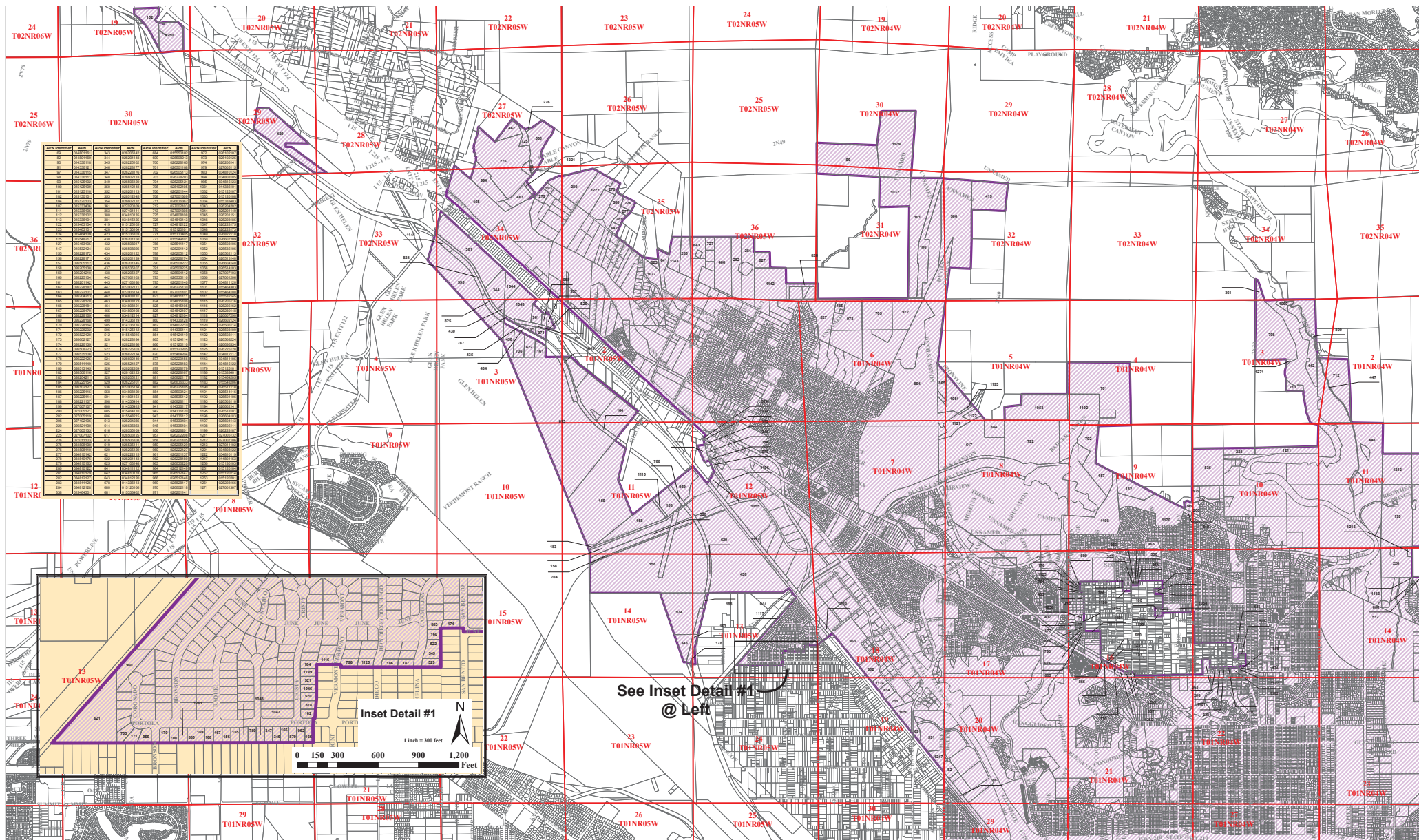
James L. Stone
Deputy County Surveyor
PLS 9075

12/14/2015

Date

Exp. 3/31/2016
Job Number 00138CP0 - Revised December 14, 2015

SHEET 1 OF 6



See Inset Detail #1
@ Left

LAFCO 3197 - Sphere of Influence Amendments (Expansion) for the San Bernardino County Fire Protection District

LAFCO 3198 - Reorganization to Include Annexations to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5

Those Portions of Township 1 South, Ranges 3, 4, and 5 West; Township 1 North, Ranges 3, 4, and 5 West; Township 2 North, Ranges 4 and 5 West, S.B.M., San Bernardino County, State of California.

Annexation Area
Containing 38,144
Acres, More or Less

APN Assessors Parcel Number

0 1,700 3,400 6,800 10,200 13,600 Feet

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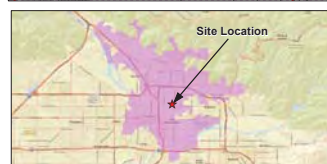
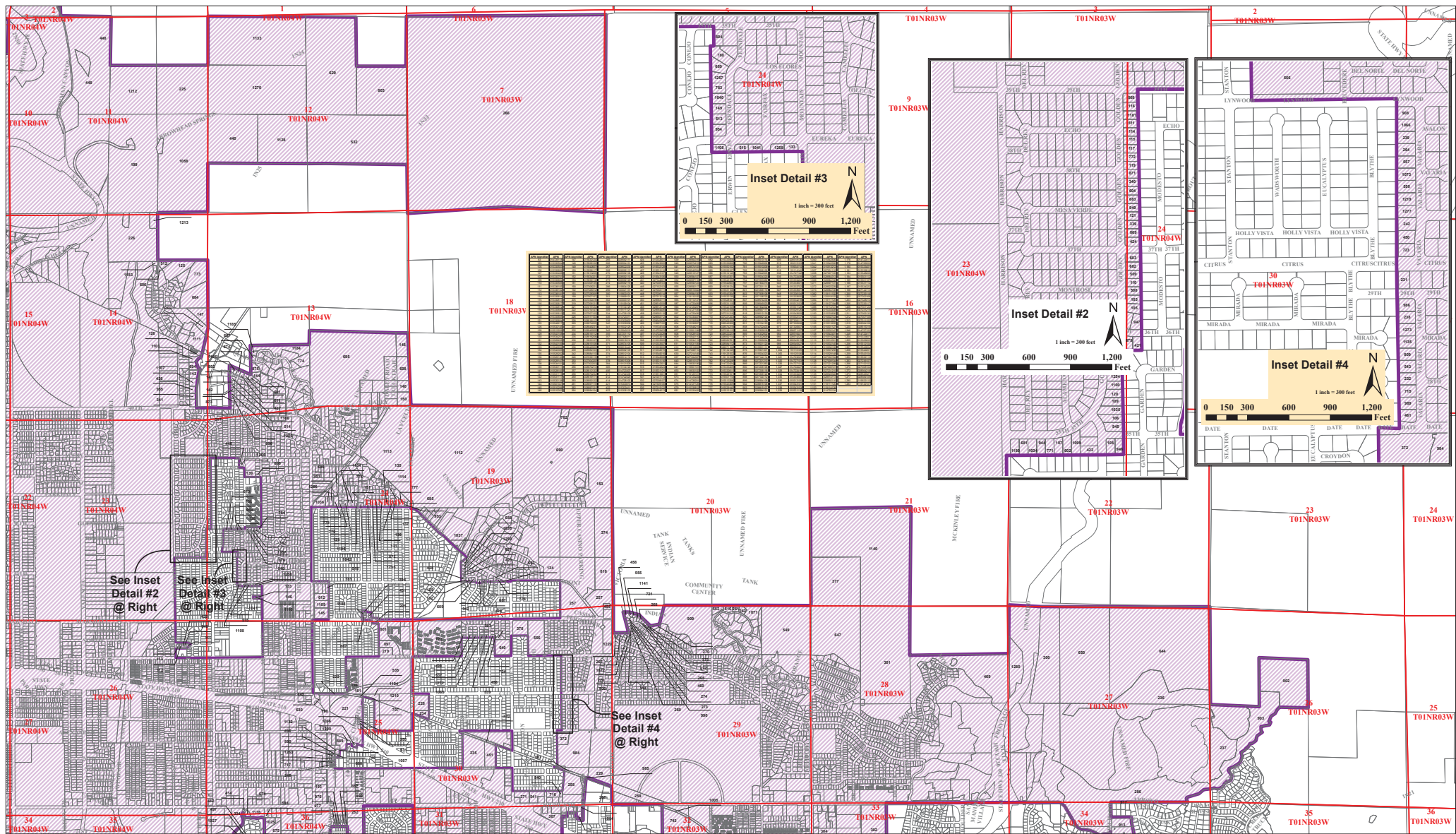
James L. Stone
Deputy County Surveyor
PLS 9075

12/14/2015

Date

Exp. 3/31/2016
Job Number 00138CP0 - Revised December 14, 2015

SHEET 2 OF 6



LAFCO 3197 - Sphere of Influence Amendments (Expansion) for the San Bernardino County Fire Protection District

LAFCO 3198 - Reorganization to Include Annexations to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5

- Annexation Area Containing 38,144 Acres, More or Less
- Parcels
- Section Lines
- APN Assessors Parcel Number

Those Portions of Township 1 South, Ranges 3, 4, and 5 West; Township 1 North, Ranges 3, 4, and 5 West; Township 2 North, Ranges 4 and 5 West, S.B.M., San Bernardino County, State of California.



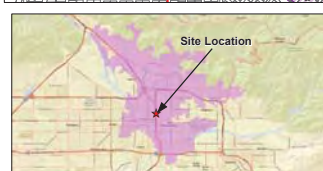
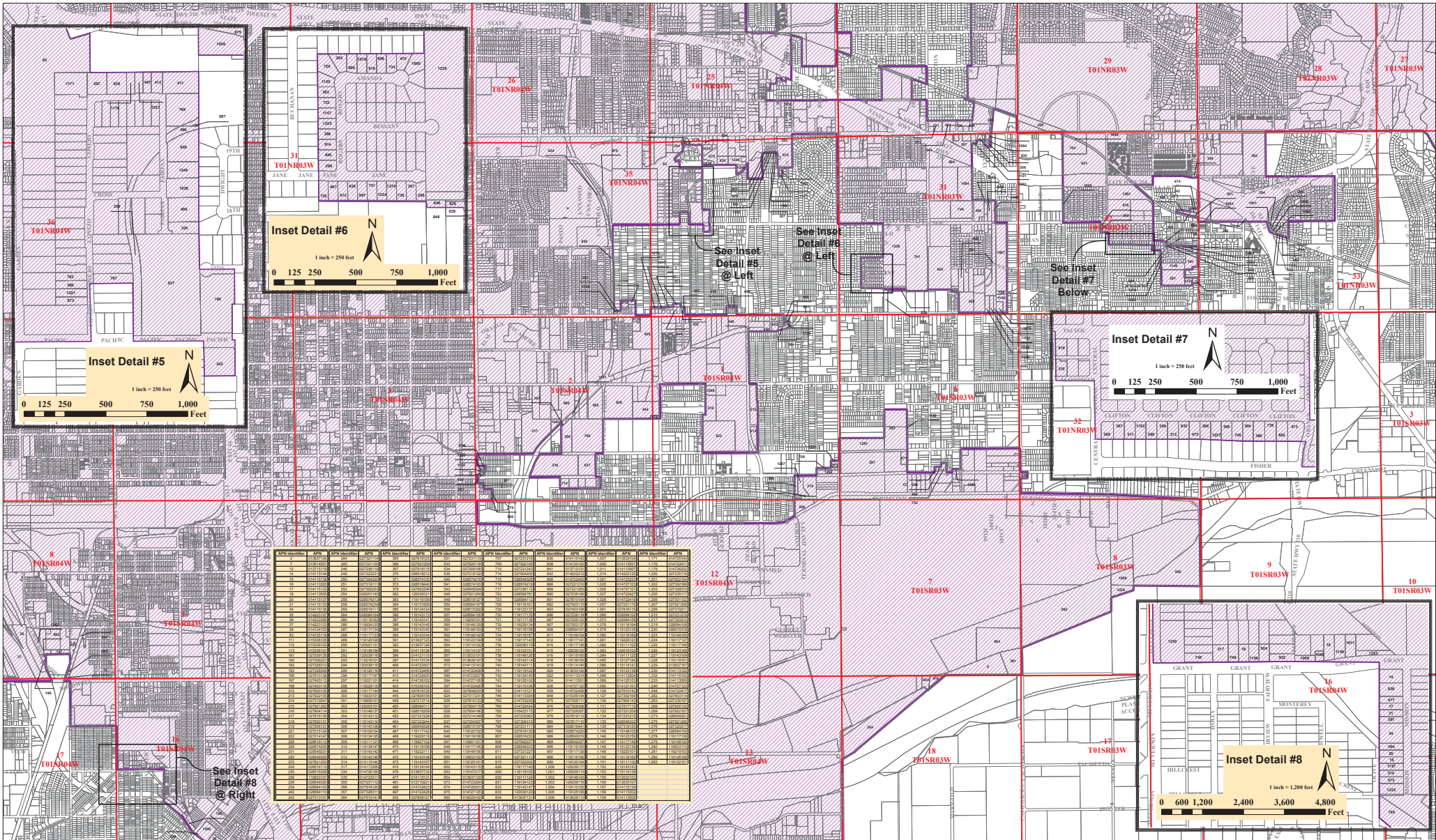
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James L. Stone
Deputy County Surveyor
PLS 9075
Exp. 3/31/2016
Job Number 00138CP0 - Revised December 11, 2015

12/11/2015

Date



LAFCO 3197 - Sphere of Influence Amendments (Expansion) for the San Bernardino County Fire Protection District

LAFCO 3198 - Reorganization to Include Annexations to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5

Those Portions of: Township 1 South, Ranges 3, 4, and 5 West; Township 1 North, Ranges 3, 4, and 5 West; Township 2 North, Ranges 4 and 5 West, S.B.M., San Bernardino County, State of California.

- Annexation Area Containing 38,144 Acres, More or Less
- Parcels
- Assessor's Parcel Number
- Section Lines



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION



James L. Stone
Deputy County Surveyor
PLS 9075

12/14/2015

Date

Exp. 3/31/2016
Job Number 00138CP0 - Revised December 14, 2015

SHEET 4 OF 6

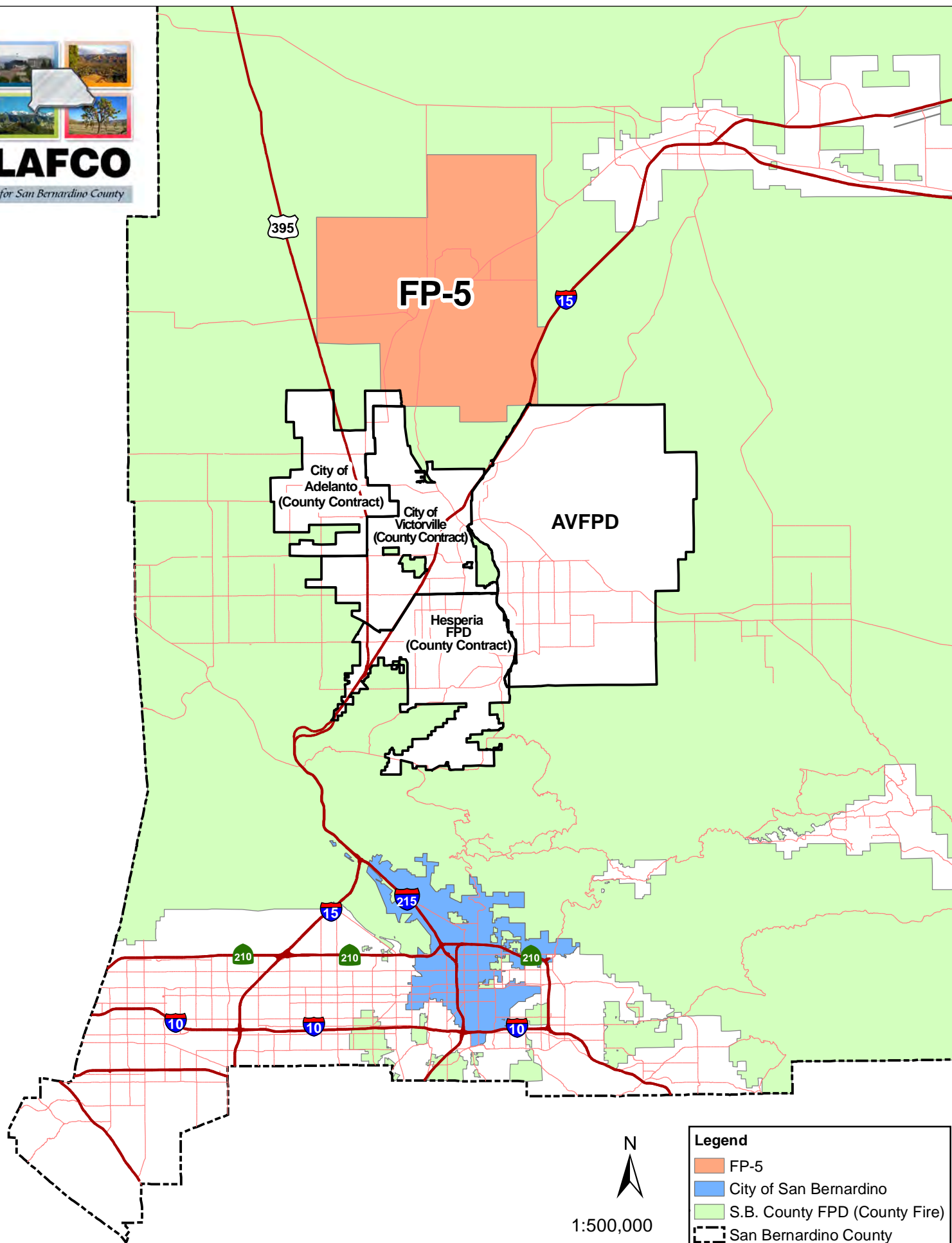


SHEET 5 OF 6

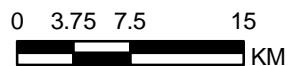


LAFCO

for San Bernardino County

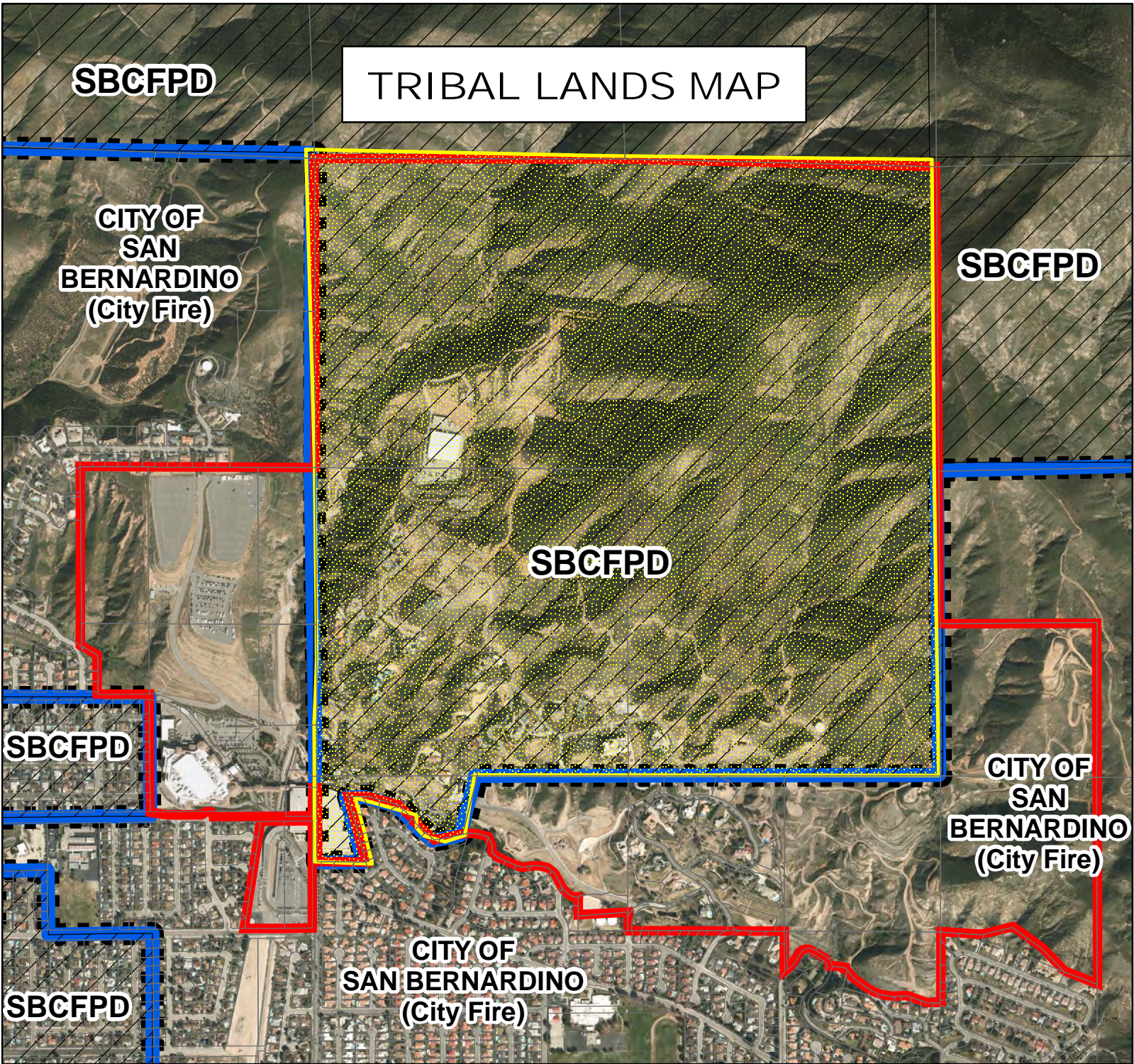


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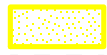


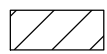
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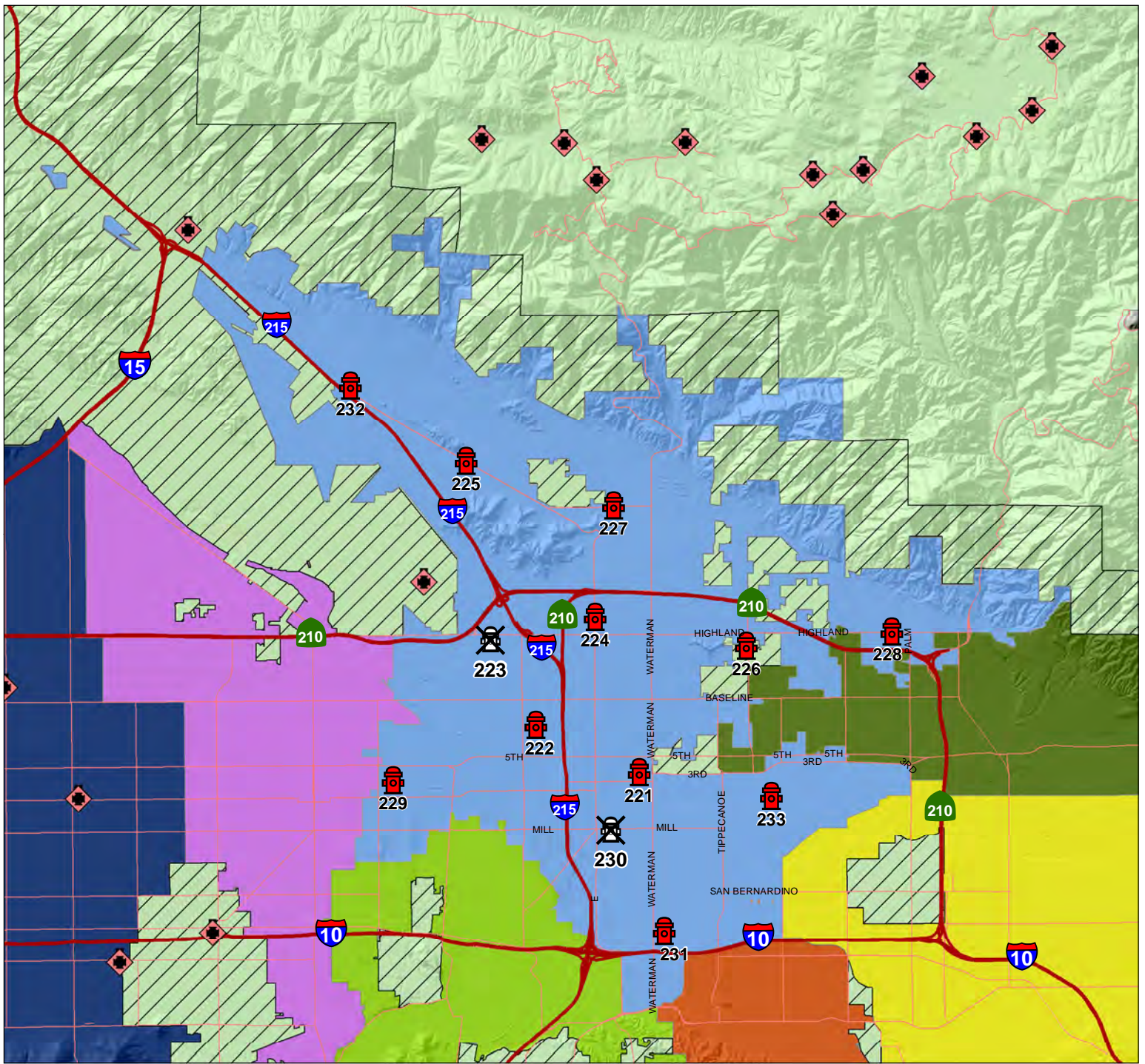
- FP-5
- City of San Bernardino
- S.B. County FPD (County Fire)
- San Bernardino County
- Freeways
- Major Roads



LAFCO 3198 – Reorganization to include Annexations to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5

















-  Tribal Boundary - San Manuel Band of Mission Indians
-  Original Tribal Boundary with Consent to County Fire Overlay
-  City of San Bernardino Fire (Sphere Amendment / Reorganization Area)
-  SBCFPD (County Fire)
-  SBCFPD Valley Service Zone





Fire Station Locations

Legend

- | | | | |
|--|---|---|------------------------------------|
|  | City of S.B. Fire Stations |  | S.B. County FPD (County Fire) |
|  | City of S.B. Fire Stations to be Closed |  | City of Highland |
|  | S.B. County FPD Stations (County Fire) |  | City of Redlands |
|  | Freeways |  | City of Loma Linda |
|  | Major Roads |  | City of Colton |
|  | City of San Bernardino |  | City of Rialto |
|  | S.B. County FPD: Valley Service Zone |  | Fontana FPD (County Fire Contract) |


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LAFCO
for San Bernardino County

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**City of San Bernardino/County Fire
Application for Reorganization Including
Plan for Service, Fiscal Impact Analysis
(Five-Year Projection), Transition Plan,
San Manuel Band of Mission Indians
Consent Resolution
and Supplemental Data**

Attachment 2

City of San Bernardino
Annexation into the
San Bernardino County Fire Protection District
Plan of Service

LAFCO
San Bernardino County

December, 2015

1. Annexation

The City of Bernardino (City) proposes to annex into the San Bernardino County Fire Protection District (County Fire), its Valley Service Zone and Fire Protection Service Zone 5 (FP-5) for the provision of fire suppression and emergency medical services. Annexation to the San Bernardino County Fire District will allow the City to take advantage of the substantial economies of scale available from the District, as well as existing District stations and personnel located nearby to the City. These factors will allow the City to reduce the overall level of City revenue allocated to fire service delivery, freeing up scarce City resources to address other critical service delivery needs in the community. This is consistent with the City's Plan of Adjustment filed with the bankruptcy court on May 30, 2015.

The reorganization of County Fire and annexation of the City into County Fire would result in the complete assumption of fire, rescue, and EMS services by County Fire for the City of San Bernardino. Through the reorganization process an agreement will be developed to transfer a percentage of the City's property tax to revenue to County Fire to support the short and long term costs of providing fire protection services. Following completion of the reorganization, and execution of the property tax reallocation agreement, the City will have no further funding obligations for fire suppression or emergency services within the City. The proposed start of service should the reorganization be approved is July 1, 2016. The following describes the plan of service that would be provided by County Fire to the City upon annexation.

2. Incident Response

A. Fire Suppression

County Fire is a full-service organization operating seventy fire stations serving approximately 750,000 citizens throughout the approximately 16,535 square miles of unincorporated territory plus seven incorporated cities including Adelanto, Fontana, Grand Terrace, Hesperia, Needles, Victorville, and Yucca Valley. County Fire provides a full range of emergency services including ladder trucks and elevated stream operations, fire boats for water rescues, snow cats for winter operations, heavy equipment dozers and front-loaders for flooding and earth moving, hand crews, ambulance transportation in seven ambulance operating areas, paramedics on engines and ambulances, and large

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

incident command and control capability. County Fire's chief officers are trained to function in various Incident Command System (ICS) capacities while some participate on Interagency Management Teams. Levels of service vary in each community based on County Fire's available revenue. Staffing in County Fire stations varies from all paid-call firefighters to two, or three, career firefighters on each fire engine.

The City of San Bernardino is located within San Bernardino County Fire's Valley Service Zone. The Valley Service Zone currently staffs and deploys the following:

Table 1. County Fire Valley Service Zone Staffing and Resources

Personnel		Resources
Division Chief	1	Type I Engines
Battalion Chief(s)	6	Type III Engines
Administrative	3	Type VI Engines
Fire Captains	42	Ladder Trucks
Fire Engineers	42	Type I Hazmat Unit
Firefighters (PM)	54	Heavy Rescue
Firefighters	18	Squads
		Water Tenders
		Utilities
		Command Vehicles

To provide service to the City, County Fire would add an additional Division and Division Chief to the Valley Service Zone. County Fire would also add their fully funded current station in Mentone (Station 9) to the new Division.

B. Emergency Medical Response

County Fire is the largest provider of pre-hospital care in the County and second largest ambulance transport provider. This level of service is provided using Paramedic Engine/Truck/Squad Companies or Paramedic Ambulances depending on the need of the local communities. County Fire also has an extensive Automatic External Defibrillator (AED) program operating in 27 communities with 52 defibrillators.

C. Hazardous Materials Response

County Fire Hazardous Materials Division has maintained and implemented a comprehensive Hazardous Materials Emergency Response Team since 1983, which responds to all incidents associated with the release of hazardous materials or hazardous wastes throughout the County. The team is fully equipped and comprised of ten Registered Environmental Health Specialists who are trained to the State of California Hazardous Materials Specialist level.

For individual emergencies and disasters, hazardous materials responses are coordinated through the Incident Command System, the Standardized Emergency Management System (SEMS) and the automatic aid provisions. In addition to the ten Registered Environmental Health Specialists, County Fire maintains two Type II Hazardous Materials Response Units. One unit is located in the West Valley and one unit in the North Desert. The units are staffed with 36 Specialist Level members of the hazardous materials team. County Fire also maintains five Decontamination Trailers located in the various divisions for quick regional response. These units provide for the rapid decontamination and clothing of up to 500 victims for release or treatment during an emergency. Hazardous materials equipment, response, and training are coordinated through the Interagency Team concept adopted by the San Bernardino County Fire Chiefs' Association as an efficient delivery of specialized hazardous materials response throughout the County. Depending on the incident and resources available, members of the team may fill any position in the Incident Command System ranging from entry and de-con personnel, team leaders, HAZMAT group supervisor, PIO, safety officer and unified incident commanders.

The Hazardous Materials Emergency Response Team is critical to civil and criminal investigations. The team provides the expert testimony, obtains and prepares and documents evidence, and conducts the sampling maintaining the chain of custody for any evidence collected.

D. Rescue Operations

County Fire is one of California's largest Office of Emergency Services (OES) Urban Search & Rescue (USAR) local government resources. The County Fire currently deploys three Heavy Rescues and one Medium Rescues. County Fire has also been certified by the State of California as a Regional Taskforce for USAR providing RTF-6 for response throughout the State of California. County Fire currently has 70 personnel trained to "Heavy" Type I response capability, and these numbers continue to grow. Additionally, nearly all of County Fire's personnel have been trained in swift-water rescue, over-the-side rescue, and other various aspects of technical rescue. County Fire has also taken the lead within the County in the fight against terrorism. County Fire has been the recipient of numerous grants from the Federal Government for terrorism preparation. County Fire is also very active on the Terrorism Early Warning Group, the Terrorism Oversight Committee and Bio-Terrorism Operations Committee.

Urban Search & Rescue is considered a multi-hazard discipline; as it may be needed for a variety of emergencies or disasters, including earthquakes, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.

E. Mass-Casualty Incident Response

County Fire deploys trained and experienced personnel and resources to effectively manage mass-casualty incidents (MCI). Fixed resources include 11 self-contained MCI trailers stocked with medical equipment including backboards, blankets, trauma dressings, IV solutions, oxygen, triage tarps, etc., and each are designed to be towed or lifted by helicopter to the scene of a major medical incident. The MCI trailers are strategically located within each of the divisions near the likely locations of mass-casualty incidents such as transportation corridors and remote mountain communities. County Fire can also mobilize multiple ALS and BLS ambulances through existing Ambulance Mutual Aid Agreements on file with ICEMA. County Fire recognizes, and prepares for mass-casualty incidents in the event of an act of terrorism, natural disaster, or transportation incident.

F. Arson Investigation Services

County Fire provides Arson Investigation services for all areas served by the County Fire. The County Fire Fires Investigation Bureau has six investigators with at least one supervisor assigned daily. Fire prevention inspectors who are assigned a geographical region may also respond as fire investigator. The assigned investigator along with the back-up investigator covers all investigations after hours. The investigator who performs these duties are armed Peace Officers. Their responsibility is to conduct fire investigations for cause and origin, conduct criminal investigations, assist the local law enforcement agency, and County District Attorney with the prosecution of cases.

County Fire investigators work in conjunction with the San Bernardino County Sheriff Department Arson and Bomb Unit on multi-agency crime scene investigations. The Fire Investigation Unit conducts over 500 investigations annually.

G. Major Disaster Response

County Fire has a proven history of managing major incidents and disasters. Major disaster response usually includes the activation of Incident Management Teams to effectively manage the incident, and to free-up local resources and personnel. Several County Fire personnel on Interagency Management Teams functioning as Incident Commanders, Operation Section Chiefs, Logistics Chiefs, Safety Officers, Division/Group Supervisors, Public Information Officers, GIS Technical Specialists (mapping technicians), and Helicopter Coordinators. County Fire is also a participant in the San Bernardino County Chiefs Incident Management Team. Employees assigned to Incident Command Teams are all NWCG 310-1 Red-Card Certified (National Wildfire Coordinating Group). County Fire also has their own Type III Incident Management Team.

H. Confined-Space Operations

County Fire provides training to all suppression personnel to the Confined Space Awareness level. This level of training allows for basic confined space rescue operations and the establishment of the Incident Command System while awaiting the arrival of technical rescue team members. The majority of County Fire's personnel have obtained a higher level of training comprised of the Confined Space Rescue Operational level. County Fire has the capability of performing complex rescue operations using state-of-the-art rescue equipment. County Fire maintains and operates supplied-air breathing apparatus (SABA), intrinsically safe communications and lighting equipment, tripods for vertical entry and rescue operations, rope rescue systems, and other specialized equipment for complex confined space rescue operations.

3. Fire Prevention

A. Pre-development Planning

County Fire will assign members of the Fire Prevention Planning and Engineering Section to coordinate and participate in the City's development review process. This allows County Fire personnel to convey Fire Code requirements to contractors and developers interested in developing projects within the City. The Fire Prevention Planning and Engineering personnel will also review proposed developments, inspect proposed development sites, meet with City and County Building Officials, Planners and staff to make appropriate recommendations to developers.

B. Plan Submittal Review

The Fire Prevention Planning and Engineering Section will review all residential, commercial, industrial, and manufacturing plans as well as tract maps for compliance with the appropriate fire and building codes as well as our local ordinances and standards. The Prevention personnel will provide written comments to proposed developers and contractors regarding conditions and requirements for their projects and/or proposed developments. The Prevention staff will be available for questions pertaining to the proposed projects or developments.

C. Development Inspection

County Fire will provide site inspections of all developments within the City of San Bernardino requiring such inspections. Fire inspection personnel will coordinate and schedule inspection dates and times with the contractors and developers.

D. Post Occupancy Inspections

Pre-Fire Planning - County Fire will perform pre-fire inspection service assessments. An Engine company will perform these inspections through a coordinated effort with the Fire Prevention Division. Each engine company will be given a geographical area and be required to perform these inspections and generate pre-fire planning diagrams.

Permit Inspection and Permit Issuance - County Fire will provide annual inspections and permit issuance for occupancies as outlined in the California Fire Code and any County or City ordinances.

New Business Review - County Fire will perform new business occupancy inspections upon request from Land Use, Planning and Building and Safety. The expectation would be for Building and Safety to notify County Fire when a new business is being considered for a business license.

E. California Fire and Building Code Administration

County Fire administers the San Bernardino County Fire Code as amended from the California Fire Code as well as State Fire Marshal regulated sections of the California Building Code. A committee was established under the direction of the San Bernardino County Fire Chiefs' Association whose sole responsibility is to monitor changes, code adoptions and prepare staff reports with recommendations to the Fire Marshal for ordinance amendments and for proper interpretation of the San Bernardino County Fire Code.

F. San Bernardino City Fire Code Administration

As part of the annexation process, County Fire would require that related County ordinances and fee schedules would be adopted by the City.

G. Weed Abatement

County Fire performs vegetation risk assessments within its jurisdiction. Property owners are required to abate their property of weeds and vegetation that could create a fire hazard and pose a potential threat to adjacent properties. Property owners are given written notice to abate within a specified time frame to remain in compliance. County Fire will work with City code enforcement to gain voluntary compliance. If voluntary compliance is not obtained, there is an administrative citation process and a property lien process available depending on how compliant the property owner wishes to be. Generally, voluntary compliance has a high success rate in reducing neighborhood fire risk associated with vegetation management.

H. Fire Investigations

County Fire will provide fire investigative services and Fire Code law enforcement twenty-four hours per day in the City. Fire Investigators are sworn Peace Officers and Reserve POST certified investigators. County Fire also participates with the San Bernardino County Arson Task Force (SBCATF) under a cooperative agreement. The SBCATF provides additional investigations services for large scale and difficult to manage investigations without additional costs to jurisdictions.

I. Public Education and Special Events

Public education and special event management will be provided through County Fire's Community Safety Division with trained Fire Prevention Specialists. County Fire's public education programs include education for kindergarten through twelfth grade, the Juvenile Fire Starter Intervention program and customized program delivery for senior citizens.

Special event management incorporates all large venue events such as California Speedway and San Manuel Amphitheater as well as specialized management for individual jurisdictions events. Special Events Unit provides permitting and inspection services for all special events within County Fire's service area.

4. Dispatch/Communications

County Fire will transition the City of San Bernardino to the Confire JPA (CommCenter) Dispatch Center located in Rialto. County Fire will continue the use of the trunked Motorola 800 MHz radio system for all apparatus and staff vehicles and the County 900 MHz paging system. The Confire system also provides Automatic Vehicle Locators (AVL), Mobile Data Computer (MDC), and WiFi hotspots on all units to support the latest generation of Computer Aided Dispatch (CAD) and support. The Confire system dispatches the closest available unit by using the call location and real time AVL information to determine the closest unit. The MDC's provide call details, mapping and pre-plan information. Patient Care Reports are generated on tablet computers that are linked through the WiFi hotspot to the call data.

Confire is also a certified provider of Medical Priority Dispatch System (MPDS). The system is a medically approved, unified system used to dispatch appropriate aid to medical emergencies including systematized caller interrogation and pre-arrival instructions. MPDS starts with the dispatcher asking the caller key questions. These questions allow the dispatchers to categorize the call by chief complaint and set a determinant level ranging from A (minor) to E (immediate life threatening) relating to the severity of the patient's condition. The response then may be altered based on the determinant level. A two person squad may respond to A and B level calls without an engine company. This approach accomplishes two goals, ensuring a response and

evaluation to all 911 calls for service regardless of the status of the ambulance company and keeps the engine companies available and in their areas for the higher level calls. County Fire proposes to serve the City with one squad in the core of the city to run the low severity medical aid calls. The Confire JPA provides the network connectivity for all San Bernardino County Fire Stations to allow for system inter-action of various County Fire programs and management tools.

A. Estimated Average Response Time for Incident Response

Currently the City does not have a set response time goal. A June 2014 report by fire service consulting firm (Citygate) indicated that call to arrival time for 90% of calls was 9:36 minutes in 2013, which was above the time of seven minutes generally considered satisfactory in an urban setting. In particular call handling time of 2:31 and turnout time of 2:11 were significantly above industry standards.

County Fire's goal is to meet the National Fire Protection Association (NFPA) 1710 recommendations for the arrival of the first unit in five minutes and the first alarm in eight minutes but only meets this in some urban areas. Ninety percent of County Fire's calls are processed and dispatched in less than two minutes and eighteen seconds. Due to improvements in call processing time and as a result of utilizing County Fire Station 75, response times are expected to be at least be equal to current levels.

B. Existing Dispatch Equipment

The following dispatch equipment from the City Dispatch Center will be transferred to County Fire (Confire JPA) for continued used in dispatching and alerting units.

Item	Serial #	Location	Notes
Dell T3500 CPU	4B72FQ1	FD01 area	
Dell 2408WFP monitor	MX-OG283H•74262-891-234S	FD01 area	
Dell 2408WFP monitor	MX-OG283H7• 4262-891-103S	FD01 area	
Viewsonic VG930M-3 monitor	QC2101620855	FD01 area	
HP LaserJet Pro 300 Color MMP printer	CND8FCC8RY	FD01 area	
Dell Precision E22lhB	6MH6YR1	FD01 area	First in alerting client
HP DC 5000 MP CPU	2UB440020V	FD03 area	Internet PC
Acer 245HQ Monitor	20902875543	FD03 area	
Dell GX 270	F615341	FD01 area	Internet PC
First-IN keypad (Modell# FRIC-AU)	849817	FD01 area	
XTS 5000	721CLK0848	FD01 area	
Spectra (S45ZXA5JC7AK)	581AUA3125	FD01 area	
Dell T3500 CPU	4B71FQ1	FD02area	
Dell 2408WFP monitor	MX•OGM504-74262-7AJ-2CES	FD02 area	

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Dell 2408WFP monitor	MX-OGM504-46634-79H-1HFS	FD02 area	
HP RA373A monitor		FD02 area	
First-IN keypad (Model# FRIC•AU)	849819	FD02 area	
XTS 5000	721CLK0849	FD02 area	
Spectra (S45ZXASJC7AK)	581HRE0185	FD02 area	
Del T3500 CPU	4B63FQ1	FD03 area	
Dell 2408WFP monitor	MX•OGM504-74262 7AK ITIS	FD03 area	
Dell 2408WFP monitor	MX-OGM504-74262-B7A•2AAS	FD03 area	
HP RA373A monitor	CNN84500SQ	FD03 area	
First-IN keypad (Model# FRIC•AU)	849818	FD03 area	
XTS 5000	721CLK0847	FD03 area	
Spectra (S45ZXASJC7AK)	581AUA2573	FD03 area	
Dell T3500 CPU	GBG8PS1	Supervisor	
Acer 245HQ monitor	20902874743	Supervisor	
First-IN RIC (Model# QRIC-04-A-DT)	849845	Server Room	Radio interface controller
Dell Poweredge R710	JV7TBP1	Server Room	First in alerting server

Other notes: Each dispatch station has county radio console equipment, which is leased from the county. Each console has a Centercom Gold Series and Zetron 3022.

5. Administration

A. Liaison to the City

The Fire Chief of the San Bernardino County Fire Protection District will assign a Division Chief as the Fire Chief for the City of San Bernardino. The Division Chief shall act as liaison to the City regarding fire protection issues. If the City is required to maintain a Fire Chief, then the Mayor of the City of San Bernardino shall appoint such Fire Chief, subject to the approval of the City's Common Council, and the County Division Chief shall continue to be the liaison between County Fire and the City.

B. Meeting Attendance

The assigned Division Chief will attend all meetings as requested by the City. S/he will also attend Common Council meetings as the City Fire Chief or County Fire Division Chief and make appropriate reports on the activities of County Fire.

C. Reports and Records

County Fire maintains a variety of records that are typically maintained by fire departments. These records include emergency responses, company inspections, facility

and equipment safety inspections, equipment repairs, employee time reports, etc. Quarterly staff reports, review and adoption of related codes, and other related reports requested by the City and/or City Manager will be provided in a reasonable time-frame that is mutually agreed upon by both parties.

D. Fire Complaints and Public Information

County Fire understands the need for positive, engaged community relationships, which is a major value for the County Fire organization. The values cited in County Fire's Mission Statement would be applied equally in the City of San Bernardino. Information requested through the Public Information Act is readily available through our division headquarters or fire department administrative headquarters. County Fire has an established fee schedule and members of the public wishing copies of documents are subject to the appropriate fees.

E. City of San Bernardino Identity

County Fire will work with the City Manager or his/her designee to maintain the history and identity of the San Bernardino City Fire Department as much as possible. This would include equipment identification, fire station signage, reports and records. County Fire's customer service philosophy is focused on meeting the needs of the customer in the shortest reasonable timeframe, without numerous referrals or transfers to other departmental agencies, and mostly being courteous, polite, and helpful in every manner.

F. Financial Management

County Fire will provide the City of San Bernardino financial reports whenever requested. County Fire will also work with the City to provide these reports in an acceptable format and include any reasonably obtainable information. County Fire shall maintain a separate accounting of all FP-5 funds generated and spent within the City of San Bernardino.

6. Facilities and Equipment

A. Buildings

All listed buildings and property of the San Bernardino City Fire Department would become property of County Fire following completion of the reorganization. This includes all City Fire property in each facility. For those properties transferred, County Fire will then be responsible for all future maintenance, repairs and replacement. All Quit Claim Deeds shall be prepared by the City Managers Office and ready for filing on the date of reorganization.

B. Equipment

Upon the occurrence of the reorganization the real property locations listed on Exhibit "A" ("Transferred Facilities and Vehicles") attached hereto and incorporated by reference (the "Transferred Facilities"), and the vehicles listed on Exhibit "B" (the "Transferred Vehicles"), together with all the fixtures and furnishings of the Premises, together with all firefighting equipment and apparatus used in connection with the Facilities and Vehicles, and all property, furniture, fixtures, materials, and equipment necessary or convenient to service, maintain, repair, provision or replace the Vehicles and the Premises, and any and all property, furnishings and equipment, real or personal, previously furnished by CITY for Office of Emergency Services, fire prevention services, fire protection and ALS/Paramedic services, for the purpose of performing the activities and fulfilling the responsibilities of County Fire shall become property of County Fire. County Fire shall be responsible for all future maintenance, repairs and replacement of vehicles, equipment, and facilities in the City of San Bernardino. The City Managers Office shall prepare all Title Transfer Documents for the Vehicles listed in Exhibit "A" and present them to County Fire by the reorganization date.

7. Miscellaneous

A. Assumption of Existing Personnel

1. Suppression Personnel. County Fire agrees to offer employment to all City Suppression Personnel to the extent that each of such Suppression Personnel successfully passes, in the sole determination of County Fire, the background check, including review of their City of San Bernardino personnel file, training records and applicable certificates, pre-employment physical, and drug test required by County Fire. Such Suppression Personnel will be hired as new County Fire employees for all purposes except those set forth below. Failure to pass the required background check/pre-employment physical or drug test shall disqualify a person from employment with County Fire.
2. Seniority of Suppression Personnel. County Fire agrees to maintain employee's City service dates for the following purposes, only: (i) County Fire's retirement contribution, with the rate to be determined by San Bernardino County Employees Retirement Association ("SBCERA"), recognizing that the reciprocal retirement contribution rate only applies if the employee does not elect retirement from City's retirement plan and takes all actions necessary to establish reciprocity; (ii) participation in the Retiree Medical Trust Fund; and (iii) vacation accrual rate.
3. Hiring of City Non-Suppression Personnel. Offers of employment to City non-suppression personnel with County Fire will be based on each person's

experience, qualifications and certifications. The number of non-suppression personnel offered employment with County Fire will be determined by the qualifications of the employees and the availability of positions within County Fire as of the date of reorganization. Any Non-Suppression Personnel offered employment by County Fire will be required to successfully pass, in the sole determination of County Fire, a background check including a review of their City of San Bernardino personnel file, training certificates and records, pre-employment physical, and drug test as required by County Fire. Failure to pass the required background check/pre-employment physical or drug test shall disqualify a person from employment with County Fire. All City Non-Suppression Personnel will be hired as new County Fire employees for all purposes except the following: (i) The County's miscellaneous employee retirement contribution rate as determined by the San Bernardino County Employees Retirement Association (SBCERA), recognizing that the reciprocal retirement contribution rate only applies if the employee does not elect retirement from City's retirement plan and takes all actions necessary to establish reciprocity; (ii) vacation accrual rate; (iii) participation in the Retirement Medical Trust; (iv) sick leave conversion eligibility. All Non-Suppression Personnel that are on probation at the time of employment with County Fire will be required to serve a twelve (12) month probationary period with County Fire. All City employees hired by County Fire will be eligible to compete for future promotional opportunities with County Fire as soon as they are eligible to do so. Time employed by the City will be counted for promotions within County Fire requiring a minimum amount of time with County Fire or achievement of a certain rank or position.

4. Vacation/Sick Leave. On or before the completion of the reorganization, City may remit to County Fire the cash value of up to 96 hours of vacation leave and up to 96 hours of sick leave, to the extent owing, of each hired employee's City's leave balances at the rate of pay the employee will be receiving at County Fire for purchase of leave balances for the hired employees (the "Vacation/Sick Leave Advance"). County Fire will have no responsibility for determining the appropriate number of hours to be purchased by City for employees hired by County Fire. Except to the extent covered by the Vacation/Sick Leave Advance, City will retain all liability for employee leave balances and related matters. City will similarly retain all liability for pre-existing medical conditions due to occupational injuries for all City employees hired by County Fire.
5. Unfunded Retirement Plan Liability. City will retain all liability for any unfunded retirement plan liability as of the annexation date for all City employees hired by County Fire. City will retain all liability for any promised retirement benefits, such as health insurance maintenance or payment.

County Fire does not accept any liability regarding City employees that arises from City employment up through the reorganization date.

6. Positions with County Fire. Notwithstanding any provision to the contrary in the Personnel Rules for Board Governed Special Districts to which County Fire is subject, all Suppression Personnel and other City employees that are offered employment by County Fire upon or shortly after the annexation date will be offered comparable positions with County Fire at a base salary (without incentive) and step, as effective March 1, 2016, that is closest in pay to the City fire department position salary for that position, except in circumstances where City salary is higher than County Fire's top step for the position offered, in which case County Fire's top step will be applicable. Suppression Personnel hired by County Fire will be offered employment in positions as determined by County Fire. Management Suppression Personnel that are offered employment will be placed at the salary rate of a top step Captain with County Fire. Within thirty (30) days of employment with County Fire, all City Fire Management will be eligible to test for Chief Officer County Fire positions created through the annexation of the City of San Bernardino. All City Fire Management personnel successfully passing the testing process shall be placed on a promotional list that will be created on or about September 1, 2016. Such list shall be effective one (1) year from its creation or until there are no employees on the list, whichever occurs first. No hired Suppression Personnel will be placed at a salary level above a County Fire top step Captain. All Suppression Personnel that are on probation at the time of employment with County Fire shall serve a twelve (12) month probationary period with County Fire. All City employees hired by County Fire will be assigned to the retirement system associated with County Fire's classifications, and will be eligible to compete for future promotional opportunities with County Fire as soon as they are eligible to do so. Time employed by the City fire department and the rank with the City fire department will be counted for promotions within County Fire requiring a minimum amount of time with County Fire or achievement of a certain rank within County Fire.
7. Maintenance of Certifications. City Personnel hired by County Fire will be required to maintain all appropriate licenses, certifications and registrations for the position they are assigned.

The City and County will work together to make the transition as smooth as possible. The County will provide an orientation for City employees during the transition to cover options for City employees. The County will provide staff from the County's retirement system (SBCERA) to give City employees their options regarding the retirement system. The City has and will continue

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to meet and confer with the appropriate labor organizations representing both suppression and non-suppression personnel regarding the implementation of the above terms and consistent with applicable time-lines necessary to the annexation proceedings.

Employee Transition Plan:

City Job Classification	Number of City Positions	County Job Classification	Number of County Fire Positions
Suppression Staff			
Fire Chief	1	Fire Captain	1
Deputy Fire Chief	1	Fire Captain	1
Battalion Chief	6	Fire Captain	6
Fire Captain	37	Fire Captain	37
Captain/Investigator	1	Fire Captain	1
Fire Engineer	30	Fire Engineer	30
Firefighter/Paramedic	36	Fighter/Paramedic	36
SUPPRESSION TOTALS	112		112
Office Staff			
Administrative Analyst II	1	Staff Analyst I, II or Budget Officer	1
Executive Assistant to Director	1	Office Assistant II or III	1
Senior Admin. Assistant	3	OA I, II; Payroll Clerk, Fiscal Asst	3
OFFICE STAFF TOTALS	5		5

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Training Staff			
EMS Coordinator RN	1	EMS Nurse Educator	1
TRAINING TOTALS	1		1
Dispatch			
Dispatch Supervisor	3	Dispatcher	3
Dispatcher II	8	Dispatcher	8
Dispatcher I (Flex)	1	Dispatcher	1
DISPATCH TOTALS	12		12
Fleet Services			
Equipment Maintenance Sup.	1	Fire Mechanic	1
Mechanic II	2	Fire Mechanic	3
Mechanic I (Flex)	1	Fire Mechanic or County Mechanic	0
Senior Warehouse Driver	1	Fire Equipment Tech	1
FLEET TOTALS	5		5
Fire Prevention			
Fire Marshal	1	Fire Prevention Supervisor or FPS	1

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Fire Risk Reduction Supervisor	1	Fire Prevention Officer or Fire Prevention Specialist	1
Fire Prevention Officer	4	Fire Prevention Officer or Fire Prevention Specialist	4
PREVENTION TOTALS	6		6

The County Fire positions listed in red will require review of the City employees' qualifications and experience to ensure the employees meet the minimum requirements for the County position and determine what position can be offered.

B. Workers Compensation Insurance

Workers compensation will be provided by County Fire in accordance with State law and its own policies and requirements. The City will have no responsibility for workers compensation expenses or administration after the date of annexation. Legacy workers' compensation costs will remain with the City. The City shall have provided County Fire and LAFCO with documentation evidencing, to the reasonable satisfaction of County Fire and LAFCO, that City has obtained or will obtain by the completion of the reorganization adequate worker compensation tail insurance covering all workers compensation claims of all City suppression personnel and other City employees to be hired by County Fire incurred before the annexation date.

C. Vehicle and Liability Insurance

Vehicle ownership along with vehicle liability insurance would be transferred to County Fire. The City will have no responsibility for vehicles or equipment expenses or administration after the date of annexation.

D. Subcontractors

County Fire does not intend to subcontract any portion of the service described herein.

E. Litigation

The disposition and impact of any litigation filed prior to the completion of the reorganization with City of San Bernardino fire department employees (individual or any collective bargaining group) will be the responsibility of the City of San Bernardino. If the reorganization is not completed because of any litigation the operation of the City Fire Department will continue with the City until the litigation is resolved and the reorganization is completed. The City and the San Bernardino City Professional

Firefighters' Union are currently in settlement discussions regarding administrative claims and lawsuits filed separately or in connection with the City's Bankruptcy Court proceedings.

F. Legacy Costs

All existing liabilities and legacy costs including but not limited to Workers Compensation, Retirement System unfunded liability, and existing leave balances shall remain with the City. The County shall only be liable for costs incurred after the reorganization date.

G. CFD Transfer

The north end Community Facilities District (CFD-1033) shall be transferred to the San Bernardino County Fire District through LAFCO pursuant to Government Code Section 56886(u). This funding shall continue to be used for the ongoing maintenance and operation of the Verdemont fire station.

H. City Contract with San Manual Fire

The City of San Bernardino has a contract with the San Manuel Band of Mission Indians to provide dispatching, mechanic, reserve units, fire prevention services, and automatic aid as needed. This contract expires June 30, 2017 and was prepaid by San Manuel. The remaining cash value of the contract for service between July 1, 2016 (reorganization date) and June 30, 2017 is \$86,333. This amount shall be paid to the County Fire District by the City of San Bernardino by the reorganization date and the County Fire District shall provide the services specified by the contract for the remainder of the contract term. The County Fire District has the full ability to provide the outlined services to the San Manuel Fire Department that were provided by San Bernardino City. At the conclusion of the existing contract the County Fire District intends to enter into a new contract with San Manuel Fire if they elect to continue the partnership with the District.

I. ARFF JPA

The County Fire District will continue the Aircraft Rescue and Firefighting joint Powers Authority that exists between Crafton Hills College, San Bernardino County Fire District, and the City of San Bernardino. This JPA operates the ARFF training facility at San Bernardino International Airport.

J. City Contract with County Fire

County Fire currently contracts with the City of San Bernardino to provide fire, rescue, and EMS services to several County pockets within the City. County Fire pays the City approximately \$487,000 per year to provide this service. Upon the reorganization these funds will stay in the Valley Service Zone to support the increased call volume and cost for County Station 75 in Muscoy and County Station 2 in Devore as they support operations within the City of San Bernardino.

8. Staffing Plan

The City's Common Council chose and approved the submitted staffing model on August 24, 2015.

A. Facilities and Equipment

County Fire will take ownership of all listed facilities and vehicles upon completion of the annexation.

B. Equipment and Station Replacement Fund

County Fire would establish a capital replacement program for the replacement of City equipment and remodeling or replacement of stations as needed. County Fire proposes the vehicle replacement program be based on an age replacement schedule. Some vehicles may need replacement sooner while others may be extended depending on the usage of the vehicle. Any replacement schedule will need to meet County Fire's available funding and replacement policies. County Fire recommends the following vehicle and apparatus replacement schedule:

Table 2. Proposed City Vehicle Apparatus and Replacement Schedule

• Engine	20 years (10 to 12 years frontline/8 to 10 years reserve)
• Ladder Truck	20 years (10 to 12 years frontline/8 to 10 years reserve)
• Water Tender	20 years
• Brush Engine	20 years
• Squad	7 years (5 years frontline/2 years reserve)
• Staff Vehicle	7 years
• Command Vehicle	7 years (5 years frontline/2 years reserve)

County Fire will establish a Capital Replacement Fund starting at \$1,839,330 with the annexation in fiscal 2016/17 and increasing at 2% per year thereafter. The formula is based on the above replacement schedule and the following vehicles and stations.

Type	Number	Annual Reserve
------	--------	----------------

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

Engine	10	630,697
Truck	2	221,340
Squad	1	34,355
Air/Light	1	11,985
Command	4	47,793
Brush Engine	5	153,677
Prevention Supervisor	2	7,344
Prevention	4	11,424
Utility	1	4,675
Generator	2	2,040
Station Replacement	10	714,000
Total		1,839,330

C. Service Level

County Fire believes this service model best meets the City's need to provide a level of service adequate for cities of comparable size, area, and demographics. County Station 75 (Muscoy) is integral to this service model. The ten identified fire stations would be staffed daily with 38 full-time employees as shown in the table below. Each unit would provide Advanced Life Support services and the fire stations will be supervised by a Battalion Chief who will be on-duty twenty-four hours per day, seven days per week and respond to all incidents requiring a Chief Officer. County Fire Station 75 would cover the current area served by Station 223. A future goal would be to add an additional squad to run the high volume of low priority medical aids in the core of the

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

City. This plan would use the Priority Dispatch Program to reduce the call volume for the engine companies and keep them available in their areas for major emergencies.

The annual estimated operating cost for fiscal 2016/17 excluding one-time start-up costs is \$31,411,666.

Table 3. Service and Staffing Plan

Position	#	Annual Operating Cost
Division Chief	0.93	277,958
Battalion Chief	2.80	752,536
Captain	36.00	7,717,896
Engineer	36.00	6,713,820
Firefighter/PM	39.00	6,423,846
Firefighter	3.00	453,021
Deputy Fire Marshal	1.00	231,659
Fire Prevention Supervisor	1.00	144,546
Fire Prevention Specialist	2.00	245,098
Fire Prevention Officer / Arson	1.00	191,805
Fire Prevention Officer	3.00	316,824
Fire Prevention OA II	1.00	60,440
Office Assistant III	0.93	56,400
Staff Analyst I	0.93	86,796
Total Personnel Costs	128.58	23,672,645
Station Expenses		2,143,275
Service/Supplies/Dispatch/MIS		2,534,749
Overhead/Support		1,221,667
Total Operating Expenses		5,954,691
Capital Improvement Fund		1,839,330
Total Personnel and Operating		\$31,411,666

Daily Staffing configuration:

Station 221 – Engine, Truck (CAP, ENG, FF/PM + CAP, ENG, FF/PM)

Station 222 – Engine (CAP, ENG, FF/PM)

Station 223 - **CLOSED**

Station 224- Engine, Truck (CAP, ENG, FF/PM + CAP, ENG, FF/PM)

Station 225 – Engine (CAP, ENG, FF/PM)

Station 226 – Engine, Squad (CAP, ENG, FF/PM + FF/PM, FF)

Station 227 – Engine (CAP, ENG, FF/PM)

Station 228- Engine (CAP, ENG, and FF/PM)

City of San Bernardino Annexation into the San Bernardino County Fire Protection
District - Plan of Service

Station 229- Engine (CAP, ENG, and FF/PM)

Station 230 - **CLOSED**

Station 231 – Engine (CAP, ENG, FF/PM)

Station 232 – Engine (CAP, ENG, FF/PM)

Exhibit A

Transferred Facilities and Vehicles

Facilities

- Station 221 - 200 E. 3rd Street (APN 0135-181-63-0000)
- Station 222 - 1201 W. 9th Street (APN 0139-241-07-0000)
- Station 224 - 2641 N. E Street (APN 0149-161-17-0000)
- Station 225 - 1640 W. Kendall Drive (APN 0266-601-03-0000)
- Station 226 - 1920 N. Del Rosa Avenue (APN 0273-011-22-0000)
- Station 227 - 282 W 40th Street (APN 0154-211-17-0000)
- Station 228 - 3398 E. Highland Avenue (APN 0285-191-05-0000)
- Station 229 - 202 N. Meridian Avenue APN 0142-051-13-0000)
- Station 231 - 450 E. Vanderbilt Drive (APN 0281-341-09-0000)
- Station 232 - 6065 Palm Avenue (APN 0261-191-06-0000)
- Fleet Facility – 120 S. D Street (APN 0136-122-89-0000 & 0136-122-90-0000)

Station 223 (2121 Medical Center Drive) and station 230 (502 S. Arrowhead) will not be transferred to County Fire.

VEHICLES

ID	YR	MAKE/MODEL	LICENSE	TITLE/CALL SIGN
AL-1	2002	PIERCE/SABER	1113897	AIR/LIGHT 221
BC-5	2002	CHEVY TAHOE	1113872	EMS Coord
BC-6	2002	CHEVY TAHOE	1136817	Res
BC-7	2007	CHEVY TAHOE	1245232	C-600
BC-8	2007	CHEVY TAHOE	1256945	DC-601
BC-9	2007	CHEVY TAHOE	1270315	BC-605
BC-10	2007	CHEVY TAHOE	1272826	BC-603
BC-11	2007	CHEVY TAHOE	1272827	BC-604
BC-12	2007	CHEVY TAHOE	1272828	BC-602
BE-1	2000	INTERNATIONAL	1041396	BE-225
BE-2	2000	INTERNATIONAL	1041397	BE-228
BE-3	2000	INTERNATIONAL	1041398	BE-232
BE-4	2002	INTERNATIONAL	1113898	BE-226

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

BE-5	2002	INTERNATIONAL	1113896	BE-227
FL-2	1999	CAT	1351160	FORKLIFT
G-1	2009	WHITEMAN	1413441	SBIA
G-2	2012	WHITEMAN	948867	SHOP
G-3		DAYTON	N/A	SBIA
HM-2	2000	PIERCE/SABER	1041399	HM-231
HM-3	2004	SPORT TRAILER	1176878	HM-231 TRAILER
HR-1	2002	PIERCE/SABER	1113899	HR-221
HR-2	2005	WELLS TRAILER	1202588	HR-221 TRAILER
MC-1	2011	MOTOR HOME	1353921	DISASTER PREP
ME-9	1999	PIERCE/DASH	1012639	RESERVE
ME-10	1999	PIERCE/DASH	1031234	RESERVE
ME-11	1999	PIERCE/DASH	1012638	RESERVE
ME-12	1999	PIERCE/DASH	1012637	RESERVE
ME-13	1999	PIERCE/DASH	1012641	RESERVE
ME-14	1999	PIERCE/DASH	1012642	RESERVE
ME-15	1999	PIERCE/DASH	1012643	RESERVE
ME-16	2000	PIERCE/DASH	1057355	ME-225
ME-17	2000	PIERCE/DASH	1057356	ME-227
ME-18	2000	PIERCE/DASH	1057357	ME-229
ME-19	2000	PIERCE/DASH	1057358	RESERVE
ME-20	2004	PIERCE/DASH	1149085	ME-232
ME-21	2008	PEIRCE/ARROW	1202931	ME-221
ME-22	2008	PEIRCE/ARROW	1202887	ME-222
ME-23	2008	PEIRCE/ARROW	1202889	RESERVE
ME-24	2008	PEIRCE/ARROW	1202888	ME-224
ME-25	2008	PEIRCE/ARROW	1202938	ME-231
ME-26	2008	PEIRCE/ARROW	1202940	ME-226
ME-27	2008	PEIRCE/ARROW	1202939	ME-228
RS-3	2003	CHEVY/PU	1169593	REPAIR
SQ-1	2008	FORD/F-450	1302512	MS
SQ-2	2011	FORD/F-450	1358360	MS
SS-18	2000	FORD/RANGER	1063863	PARTS
SS-20	2001	FORD/CROWN VIC	1288188	EQUIP. SUPER
SS-22	2001	FORD/F-250	1081865	DELEVERY
SS-23	2001	FORD/CROWN VIC	1119818	POOL
SS-24	2001	FORD/CROWN VIC	1119819	POOL
SS-25	2001	FORD/CROWN VIC	1119820	POOL
SS-26	2001	FORD/CROWN VIC	1119821	ADMIN
SS-27	2001	FORD/TAURUS	116308	POOL

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

SS-28	2002	CHEVY/S-10	1120978	PREVENTION
SS-29	2002	CHEVY/S-10	120977	PREVENTION
SS-30	2002	FORD/TAURUS	1132592	PREVENTION
SS-32	2002	FORD/TAURUS	1147946	PREVENTION
SS-34	2005	CHEVY/EQUINOX	1209227	PREVENTION
SS-35	2005	CHEVY/EQUINOX	1209223	PREVENTION
SS-36	2005	CHEVY/EQUINOX	1209228	PREVENTION
SS-37	2005	CHEVY/EQUINOX	1209229	PREVENTION
SS-38	2005	CHEVY/EQUINOX	1209224	PREVENTION
SS-41	2002	CHEVY/TAHOE	5XSM564	INVESTIGATIONS
SS-42	2005	FORD/F-150	8M17730	INVESTIGATIONS
SS-43	2006	FORD/CROWN VIC	1225383	SWAT - MEDICS
SS-44	2001	DODGE/RAM 2500	1202944	ARSON
SS-46	2006	TOTOTA/4 RUNNER	6WGR290	INVESTIGATIONS
SS-47	1988	FORD/PU	J4409	ATF (LOAN)
T-2	1993	SEAGRAVE	374833	RESERVE
T-3	1999	PIERCE/DASH	1012640	RESERVE
T-4	2008	PIERCE/ARROW	1202891	T-224
T-5	2008	PIERCE/ARROW	1202892	T-221
UT-1	2007	AZTEX/TRAILER	1202924	TRTRAILER 225
UT-2	2007	AZTEX/TRAILER	1202925	TRAILER 231
UT-3	2007	SPORT TRAILER	1234354	EXPLORER TRAILER
UT-4	2007	SPORT TRAILER	1234355	HONOR GD TRAILER
UT-5	2007	SCOTTY SAFETY	1234362	PUB ED TRAILER
UT-6	2008	FORD/F-450	1312634	STAKE BED
UT-7	2011	SPORT TRAILER	1361387	CERT TRAILER
UT-8	2011	SPORT TRAILER	1361388	CERT TRAILER
UT-9	2011	SPORT TRAILER	1361389	CERT TRAILER
UT-10	2011	SPORT TRAILER	1361390	CERT TRAILER
UT-11	2011	SPORT TRAILER	1361391	CERT TRAILER
UV-1	2007	KAWASAKI/MULE	N/A	MULE 231
UV-2	2007	KAWASAKI/MULE	N/A	MULE 225

- **P-2 1948 SEAGRAVE 126921 (parade vehicle) to remain as property of CITY.**


 MARK A. HARTWIG
 Fire Chief
 San Bernardino County Fire District

12.16.2015
 Date

	Number of Positions	FY 2015/16 City Budget	2016/17 Forecast Per Position	FY 2016/17 Forecast	FY 2017/18 Forecast	FY 2018/19 Forecast	FY 2019/20 Forecast	FY 2020/21 Forecast
Expenditures:								
	Inflation Rate			5.0%	2.0%	2.0%	3.0%	3.0%
Staffing:								
Suppression								
Division Chief	0.93		298,880	277,958	283,517	289,187	297,863	306,799
Battalion Chief	2.79		269,726	752,536	767,587	782,939	806,427	830,620
Captain	36		214,386	7,717,896	7,872,254	8,029,699	8,270,590	8,518,708
Engineer	36		186,495	6,713,820	6,848,096	6,985,058	7,194,610	7,410,448
Firefighter / Paramedic	39		164,714	6,423,846	6,552,323	6,683,369	6,883,870	7,090,386
Firefighter	3		151,007	453,021	462,081	471,323	485,463	500,027
Fire Prevention								
Deputy Fire Marshal	1		231,659	231,659	236,292	241,018	248,249	255,696
Fire Prevention Supervisor	1		144,546	144,546	147,437	150,386	154,898	159,545
Fire Prevention Specialist	2		122,549	245,098	250,000	255,000	262,650	270,530
Fire Prevention Officer / Arson	1		191,805	191,805	195,641	199,554	205,541	211,707
Fire Prevention Officer	3		105,608	316,824	323,160	329,623	339,512	349,697
Fire Prevention Office Assistant II	1		60,440	60,440	61,649	62,882	64,768	66,711
Non-Suppression								
Staff Analyst I	0.93		93,329	86,796	88,532	90,303	93,012	95,802
Office Assistant III	0.93		60,645	56,400	57,528	58,679	60,439	62,252
TOTAL SALARIES AND BENEFITS	128.58	26,319,709		23,672,645	24,146,097	24,629,020	25,367,892	26,128,928
	Inflation Rate			2.0%	2.0%	2.0%	2.0%	2.0%
Operating Expenses								
Services and Supplies / Dispatch / MIS		3,058,063		2,534,749	2,585,444	2,637,153	2,689,896	2,743,694
Station Expenses		825,752		2,143,275	2,186,141	2,229,863	2,274,461	2,319,950
Overhead and Support (1)		1,108,018		1,221,667	1,246,100	1,271,022	1,296,443	1,322,372
TOTAL OPERATING EXPENSES		4,991,833		5,899,691	6,017,685	6,138,039	6,260,799	6,386,015
CAPITAL IMPROVEMENT FUND (2)		18,221		1,839,330	1,876,117	1,913,639	1,951,912	1,990,950
City Debt Services		527,364						

TOTAL EXPENDITURES	31,857,127	31,411,666	32,039,898	32,680,697	33,580,603	34,505,893
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Revenues:

Grants		0	0	0	0	0
Ambulance Fees (3)	429,310	349,854	356,851	363,988	371,268	378,693
Charges for Service - General (4)	1,169,495	23,737	24,212	24,696	25,190	25,694
Charges for Service - Govt. (5)	1,089,624	642,867	655,724	668,839	682,216	695,860
CFD (6)	720,625	835,323	852,029	869,070	886,451	904,180
Fire Prevention Fees (7)	0	1,190,372	1,214,179	1,238,463	1,263,232	1,288,497
FP-5 (8)	0	7,409,899	7,632,196	7,861,162	8,096,997	8,339,907

Revenue Before Property Tax	3,409,054	10,452,052	10,735,192	11,026,218	11,325,354	11,632,831
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Property Tax Required	28,448,073	20,959,614	21,304,706	21,654,479	22,255,249	22,873,062
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100% of City's Ad Valorem Property Tax Excluding IVDA Area		8,151,865	8,314,902	8,481,200	8,650,824	8,823,841
Other Property Tax Revenue		2,389,155	2,397,177	2,405,359	2,413,705	2,422,217
Total Property Tax		10,541,020	10,712,079	10,886,559	11,064,529	11,246,058

In Lieu of VLF

Total City Property Taxes in lieu of VLF		18,743,853	19,118,730	19,501,105	19,891,127	20,288,949
Base Transfer % to County Fire of PT in lieu of VLF		35%	35%	35%	35%	35%
Base Property Taxes in lieu of VLF Transferred to County Fire		6,560,349	6,691,556	6,825,387	6,961,894	7,101,132

Additional VLF to Replace Value of IVDA Ad Valorem Area		2,318,202	2,364,567	2,411,858	2,460,095	2,509,297
IVDA Negotiated Pass Through / Replaced with VLF		2,177,383	2,177,383	2,177,383	2,177,383	2,177,383

TOTAL VLF TRANSFER TO COUNTRY FIRE		11,055,934	11,233,505	11,414,627	11,599,372	11,787,812
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SBCFPD Total Transfer Revenue		21,596,954	21,945,584	22,301,186	22,663,901	23,033,870
Valley Service Zone (9)	94%	20,301,136	20,628,849	20,963,115	21,304,067	21,651,838
Administration FPD (9)	6%	1,295,817	1,316,735	1,338,071	1,359,834	1,382,032

Yearly Net		637,340	640,877	646,707	408,652	160,808
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Fund Balance		637,340	1,278,217	1,924,924	2,333,575	2,494,383
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City Retained Costs

One Time County Fire Startup Costs (10)	311,471				
iBank Debt (11)	0	0	0	0	0
San Manual Contract (12)	86,333	0	0	0	0
Unfunded Pension Liability	2,367,442	2,367,442	2,367,442	2,367,442	2,367,442
Fleet Facility Lease / Purchase (13)	55,000	55,000	55,000	55,000	1,072,500
Westnet Final Purchase Payment	44,261				
Total City Retained Costs	2,864,507	2,422,442	2,422,442	2,422,442	3,439,942

- 1 FPD Administration Amount
- 2 Vehicle / Station Replacement and Major CIP Projects
- 3 Fee for Providing Liscensed Health Care (Average last 5 years)
- 4 Service Fees (Average last 7 years) (City # includes Prevention)
- 5 Strike Team, Airport, and other Reimbursements (3 Year Average)
- 6 Based on 2015/16 Assessed amount of 871,217 @ 94% collection + 2% for FY 2016/17
- 7 Based on our analyses of current services and our fees
- 8 Based on 53,180 taxable parcels @148.23 (Fy 2016/17 rate) with 94% collection
- 9 All revenue shall be split 94% to Valley Service Zone and 6% to FPD Administration
- 10 Costs to move dispatch, networks, equipment to County Fire, vehicles to meet County Standards, Inspect repair items noted in station inspections by First Safety
- 11 City shall pay off prior to Reorganization
- 12 Contract Expires 6/30/2017 (Final Payment will be made by City to County Fire)
- 13 Final Payment of \$1,072,500 due in 2020 (City shall Lease facility to County Fire for \$1.00 untill paid off then Quit Claim to County)
- 14 Final Payment of 44,260.70 shall be paid by City prior to Reorganization

1/19/2016 @ 1300

MARK A. HARTWIG
Fire Chief
San Bernardino County Fire District

Date

City of San Bernardino
Annexation into the
San Bernardino County Fire Protection District
Plan of Service Update

January, 2016

Employee Transition

The chart at the bottom clarifies the transition of the existing employees and also shows the funding source for their new positions.

The existing 8 Chief Officers and 38 Captains will be offered Captain positions with the County Fire District. City funding to the Valley Service Zone will fund 36 new Captain position in the City and the remaining 10 people will fill existing funded vacant Captain positions within County Fire.

The City currently has 30 Engineers and City funding to the Valley Service Zone will fund 36 Engineer Positions. The vacancies will be filled with overtime until promotions can be made.

The City currently has 36 Firefighter Paramedics and City funding to the Valley Service Zone will fund 39 Firefighter Paramedics and 3 Firefighters. The vacancies will be filled with overtime until new hiring.

The City has one Administration Analyst II that will come over as a Staff Analyst I funded by City funding to the Valley Service Zone.

The City has one Executive Assistant to Director that will come over as an Office Assistant III funded by City funding to the Valley Service Zone.

The City has 3 Senior Administration Assistants who will be offered positions based on qualifications and fit into either one Fire Prevention Fee funded Office Assistant II position, one PFD Administration funded Payroll Clerk position, or one FPD Administration funded Fiscal Assistant position in our warehouse.

The Cities EMS Coordinator RN will come across as an FPD Administration funded EMS Nurse Educator for County Fire.

The City currently has 3 Dispatch Supervisors, 8 Dispatcher II's, and 1 Dispatcher I. Con-Fire will be offering them all Call Taker or Dispatcher positions based on their qualifications with all being moved to Dispatcher positions as soon as qualified. These positions are funded by the Con-Fire dispatch charge to County Fire.

The City has 1 Equipment Maintenance Supervisor, 2 Mechanic II's, and 1 Mechanic I. They will all be offered Fire Mechanic positions if qualified and County Fleet Mechanic position if not fire qualified. Two of the positions are new and will be funded by charges to the Station Expense budgets in the new City fire stations. The other two positions will fill vacant funded positions in County Fire.

The City has a Senior Warehouse Driver that will be offered an FPD Administration funded Fire Equipment Technician position.

The Cities Fire Prevention Division has a Fire Marshal, one Risk Reduction Supervisor, and 4 Fire Prevention Supervisors. County Fire will staff the office with one Fire Prevention Supervisor, one Fire Prevention Specialist, and four Fire Prevention Officers. All existing City staff will be offered positions based on their qualifications with all of the positions funded by Fire Prevention Fees generated within the City.

To find the funding in the Financial Forecast the positions shown as “Direct Valley Service Zone Funded” are listed on the top in “Staffing”. Con-Fire funded positions are funded in the “Services and Supplies / Dispatch / MIS” cost line. Prevention Fee funded positions are listed in the staffing section and the revenue is shown in the revenue section. FPD Administration funded or charged positions are funded either directly through the “Overhead and Support” cost line or charged like mechanic services that are charged to the “Station Expense” line.

City Position	# of EMP	County Position	Direct Valley Service Zone Funded	Con-Fire Charge Funded	Prevention Fee Funded	FPD or FPD Charge Funded	Vacant County Fire Position
Chief	1	Captain					1
Deputy Chief	1	Captain					1
BC	6	Captain					6
Captain	38	Captain	36				2
Engineer	30	Engineer	30				
Firefighter	36	Firefighter	36				
Adm. An. II	1	Staff Ana. I	1				
Ex. Asst. Dir.	1	OA III	1				
Sr. Adm. Asst.	3	OA II Payroll Clerk Fiscal Asst.			1	2	
EMS Cord. RN	1	EMS Nurse Ed.				1	
Dispatch Sup.	3	Dispatcher		3			
Dispatcher II	8	Dispatcher		8			
Dispatcher I	1	Dispatcher		1			
Equip. Mnt. Sup.	1	Fire Mechanic				1	
Mechanic II	2	Fire Mechanic				1	1
Mechanic I	1	Fire Mechanic					1
Sr. Ware. Driver	1	Fr. Equip Tech				1	
Fire Marshal	1	Fire Prev. Sup			1		
Risk Red. Sup.	1	Fire Prev. Spec			1		
Fire Prev. Off.	4	Fire Prev. Off.			4		
TOTALS	141		104	12	7	6	12

12/15/2015

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LAFCO

San Bernardino County



San Bernardino City Action Plan

Project Team Leader: Chief Hartwig

Project Team: Trapp, Horton, Vargas, Sutera, Bell, Jordan, Pacot, Felgar, Antonucci, Green, Golden, Robbins, Overton

INFORMATION ITEM		CATEGORY/SCOPE OF WORK DESCRIPTION		ASSIGNED	DUE DATES
I. PERSONNEL		Done			
NOTE: Employees coming over with less than one year will be on probation.		Handout: Welcome Letter, Application, Background Questionair		Vargas	April 11, 2016
		Obtain Seniority List of Employees		Trapp	March 14, 2016
		Job Offer Letters		Vargas	April 11, 2016
		Live Scan		Vargas	April 12 to April 29, 2016
		Physicals To Be Conducted		Vargas	April 25 to May 27, 2016
		List of Salaries		Vargas	March 14, 2016
		Application and Background Packet Submissions		Vargas	April 20, 2016
		Non-Probationary Backgrounds		Vargas/Trapp/Grigoli	May 6, 2016
		Probationary Backgrounds		Vargas/Trapp/Grigoli	May 13, 2016
		Review Physicals Failures		Vargas/Trapp	June 10, 2016
		Orientation		Vargas/Trapp	June 20 to 24, 2016
		Workers Comp/Sick Leave & Vacation Banks		Vargas	June 22, 2016
		Transfer Meeting		Trapp/Grigoli	May 23, 2016
II. AGREEMENTS NEEDED		Done			
SMI, ARFF JPA, etc.		Draft Agreements		Trapp/Green/Sutera	April 22, 2016
		Send Draft Agreement to County Counsel & Risk Management		Suerta	April 22, 2016
		Board Item and Agreement Submitted to CAO		Trapp/Suerta	May 2, 2016
		Board Item and Agreement to Go Before Board of Supervisors		Suerta	May 24, 2016
III. FACILITY/EQUIPMENT EVALUATION		Done			
		Inventory Homeland Security Grant Equipment		Antonucci	May 20, 2016
		Facility Inventory		Jordan/Bell/Robbins	May 20, 2016
		Facility Safety Inspection		Jordan/Golden	May 20, 2016
		Fueling Stations		Jordan/Fleet	May 20, 2016
		Equipment Inventory		Jordan/Rand	May 20, 2016
		Equipment Safety Inspection		Jordan/Rand	May 20, 2016
		Permittee on Fueling Stations		Jordan/Fleet	June 17, 2016
		Permittee on Air Compressors		Jordan	June 17, 2016
		Cell Phones for BCs, and DC		Jordan	June 17, 2016
		Set up Uniform Allowance		Pacot	June 17, 2016
		Order Badges, Helmets, Pagers, Voyager Card, CalCards, etc.		Jordan/Pacot	June 17, 2016
		Upgrading radio plates, locking compartments, mounting suction units		Jordan	June 24, 2016

12/15/2015

INFORMATION ITEM		CATEGORY/SCOPE OF WORK DESCRIPTION		ASSIGNED	DUE DATES
IV. DISPATCH/COMMUNICATION/IS					
	Done	Computer Networking & Setup Email Accounts		Bell/Robbins	June 17, 2016
		Telestaff		Bell/Robbins	June 17, 2016
		Image Trend Reports		Bell/Robbins	June 17, 2016
		Radio Plan		Bell	May 2, 2016
V. ADMINISTRATION					
	Done	Financial Management		Trapp/Pacot	June 17, 2016
		Operations Set Up		DC	June 17, 2016
VI. TRAINING					
NOTE: Employees to bring copy of certificates/red cards to presentation <i>See #1</i>	Done	Matrix of Certifications		Felgar	June 17, 2016
		Setup Training Files / Target Solutions		Felgar	June 17, 2016
		Icema Inspection (ALS/BLS)		Overton	June 24, 2016
		Curriculum		Felgar	June 24, 2016
VII. ONE TIME START-UP COST					
	Done	Radio / Pagers		Jordan	June 24, 2016
		Breathing Apparatus		Jordan	June 24, 2016
		Mask / Fit Testing		Jordan	June 24, 2016
		Acrylic Cover for City Badges		Jordan	July 29, 2016
		BC Vehicles - Set up & Equipment		Jordan/Rand	June 24, 2016

San Manuel Band of Mission Indians

CERTIFICATE OF RESOLUTION

Resolution No. 2015-024

BUSINESS COMMITTEE OF THE SAN MANUEL BAND OF MISSION INDIANS

Conditional Consent to the Inclusion of the San Manuel Indian Reservation in San Bernardino County Fire Protection District (SBCFPD) Service Zone FP-5 for Purposes of Fire Protection.

WHEREAS, the San Manuel Band of Mission Indians (Tribe) is a federally recognized Indian tribe exercising sovereign governmental authority over its territory, members, and activities, including the San Manuel Indian Reservation; and

WHEREAS, the Tribe provides fire services to the Reservation through the San Manuel Fire Department (SMFD); and

WHEREAS, the San Bernardino County Consolidated Fire District includes San Bernardino Community Service Area 38 (CSA 38), which was created in 1969 and purportedly included the San Manuel Indian Reservation; and

WHEREAS, San Bernardino Local Agency Formation Commission (LAFCO) is currently considering a proposal to include the entirety of the City of San Bernardino ("City") within SBCFPD Service Zone FP-5, including as part of such an overlay tribal lands comprising the San Manuel Indian Reservation within the exclusive jurisdiction of the Tribe and the federal government;

WHEREAS, LAFCO has requested the Tribe's consent to be included in the overlay of the reorganized fire district and for the City's assignment to SBCFPD of City's existing Emergency Services Agreement with Tribe which runs through June 30, 2017; and

WHEREAS, the San Manuel Fire Department consulted with members of the San Bernardino County Fire Department and LAFCO regarding the operative impact of inclusion in the overlay; and

WHEREAS, as part of the reorganized fire district, SMFD shall have continued access to additional equipment, personnel, and resources in the event of an emergency; and

WHEREAS, both SMFD and the County remain committed to maintaining the current cooperative relationship between each respective government agency; and

WHEREAS, the County and LAFCO understand and agree that the Tribe's inclusion does not subject it to County, or any other non-Tribal government's ordinances, regulations, taxes, or jurisdiction; and

WHEREAS, the County and LAFCO further understand that the inclusion does not subject the Tribe or its lands to the authorities granted to CSA 38 or the reorganized fire protection district under California Health and Safety Code § 13800 *et seq.*, or to any other authority exercised under state or local law unless expressly agreed to by the Tribe in writing and by a separately-approved Tribal resolution designated for that purpose; and

NOW THEREFORE BE IT RESOLVED, the San Manuel Band of Mission Indians consents to the inclusion of the San Manuel Indian Reservation into the County Fire overlay, subject to the understandings, limitations and conditions provided herein, including without limitation the following:

1. This approval shall not be construed as the Tribe's consent to State or County jurisdiction over any matters, including, without limitation, fire prevention, fire inspection, fire code enforcement, permitting, administrative, or any other authority.
2. This approval shall not be construed as the Tribe's consent to any ordinance, code, law, or regulation enacted by the State, County or any of their affiliates, agencies, or related entities, or any other non-Tribal governmental entity.
3. The Tribe's consent shall not be construed as explicit or implied consent to any authority exercised by any fire protection district pursuant to California Health and Safety Code § 13800 *et seq.* or any other related state or County law or regulation.

BE IT FURTHER RESOLVED, the powers exercised by the governing bodies of San Bernardino County and SBCFPD are strictly limited to its respective officers, employees, agents, personnel, assets and resources used to respond to emergencies. Under no circumstances shall such powers apply to the San Manuel Band of Mission Indians, the SMFD, its agents, officers, employees, personnel, assets or resources.

BE IT FURTHER RESOLVED, when operating on the Tribe's lands, the management of emergency incidents involving SBCFPD resources shall be conducted using the Incident Command System with a SMFD officer as the

Incident Commander in single jurisdictional incidents on the Tribe's lands. For those incidents occurring on or impacting both jurisdictions, such management shall be conducted with the Tribe and the local fire protection district participating in a unified command structure.

BE IT FURTHER RESOLVED, Tribe consents to the assignment of the Emergency Services Agreement by City to SBCFPD for the duration of its term;

BE IT FURTHER RESOLVED, this consent shall be incorporated into and made a part of the LAFCO 3198 Reorganization Service Zone FP-5.

BE IT FURTHER RESOLVED, nothing contained in this consent shall be deemed to constitute a waiver or diminution of the Tribe's sovereign immunity from unconsented suit.

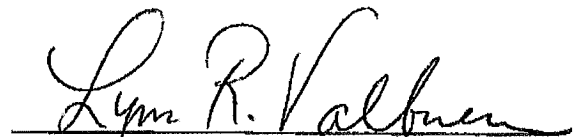
BE IT FURTHER RESOLVED, in the event any non-Tribal governmental entity (including without limitation, any State or federal court) shall undermine, ignore or act contrary to any of the understandings, limitations or conditions of this Resolution, as determined in the Tribe's sole discretion, the Tribe reserves the right to withdraw its consent provided herein retroactively to the date of this Resolution or any such non-Tribal act.

BE IT FINALLY RESOLVED, both the Tribe and San Bernardino County will continue consultations in a government-to-government setting for the purposes of ensuring the continued safety of the San Manuel tribal community and the citizens who visit Tribal lands.

CERTIFICATION

By a vote of the Business Committee of the San Manuel Band of Mission Indians at a duly noticed meeting at which a quorum was present, held at approximately 10 a.m. on December 2, 2015 at the Tribal Community Center on the San Manuel Indian Reservation, the above-recited Resolution was passed by the Business Committee following a vote of 5 in favor, 0 against and 0 abstentions.

Dated: December 2, 2015



LYNN R. VALBUENA
Tribal Chairwoman

**Draft CONFIRE Staff Report Dated
January 26, 2016 for Transition of
San Bernardino City Fire Dispatch
Personnel to CONFIRE/County Fire**

Attachment 3



STAFF REPORT

DATE: January 26, 2016

FROM: Mike Bell
Director

TO: Board of Directors
Administrative Committee

SUBJECT: Transition of San Bernardino City Fire to County Fire

Recommendation(s)

- Acknowledge and accept County Fire Plan of Service for annexation of San Bernardino Fire City fire service area into the County Fire District.
- Agree to transition existing San Bernardino City Fire dispatch staff to CONFIRE employees upon completion of the annexation process.
- Accept transfer of dispatch related equipment from City Fire to CONFIRE.

Background Information

The City of Bernardino (City) proposes to annex into the San Bernardino County Fire Protection District (County Fire), its Valley Service Zone and Fire Protection Service Zone 5 (FP-5) for the provision of fire suppression and emergency medical services. Annexation to the San Bernardino County Fire District will allow the City to take advantage of the substantial economies of scale available from the District, as well as existing District stations and personnel located nearby to the City. These factors will allow the City to reduce the overall level of City revenue allocated to fire service delivery, freeing up scarce City resources to address other critical service delivery needs in the community. This is consistent with the City's Plan of Adjustment filed with the bankruptcy court on May 30, 2015.

The reorganization of County Fire and annexation of the City into County Fire would result in the complete assumption of fire, rescue, and EMS services by County Fire for the City of San Bernardino. Through the reorganization process an agreement will be developed to transfer a percentage of the City's property tax to revenue to County Fire to support the short and long term costs of providing fire protection services. Following completion of the reorganization, and execution of the property tax reallocation agreement, the City will have no further funding obligations for fire suppression or emergency services within the City. The proposed start of service should the reorganization be approved is July 1, 2016. The following describes the plan of service that would be provided by County Fire to the City upon annexation.

Operational Impact

This transition will result in the call volume of the City of San Bernardino and San Manuel Fire Departments to be added to the existing call volume of CONFIRE. Currently the City provides dispatch services for San Manuel under an existing contract. County Fire by virtue of the annexation will absorb that responsibility which then becomes an additional role for CONFIRE.

In 2015 CONFIRE dispatched approximately 160,000 fire, rescue and emergency medical incidents. The combined anticipated call volume of San Bernardino City (35,000 incidents) and San Manuel (1,100 incidents) is approximately 36,100 incidents which drives CONFIRE's projected call volume close to 200,000 a year.

As part of a wider organizational analysis CONFIRE retained Tech Knowledge, Inc to conduct an operational analysis of the impact of the additional call volume on the CONFIRE operation. In summary, Tech Knowledge indicated a need to hire a minimum of 12 and up to 16 additional staff (3-4 per shift) to adequately manage the increased work load. See the CONFIRE Dispatch Operational Analysis (Exhibit A, attached) for additional details on staffing. The City currently has 12 funded positions (with some vacancies).

A major challenge of this transition is the space requirement to accommodate the additional staff. The current CONFIRE facility in Rialto is not sufficient to take on the additional space needs. Fortunately CONFIRE has a backup site at the High Desert Government Center in Hesperia that affords the organization the opportunity to utilize it on a fulltime basis to help accommodate the increased staffing and workload at the Center. The CONFIRE Board met on November 18, 2015 and provided direction and approved funding the project management required to bring the Hesperia site up to a fully operational center.

There are operational benefits to bringing the City Fire resources into the CONFIRE model. This will afford more rapid deployment of automatic and mutual aid resources along the contiguous jurisdictional borders shared by the City of San Bernardino and the existing CONFIRE agencies. Opening the second center ensures a real-time back up capability exists to support operations should there be technical or incident related challenges at one center or the other as was witnessed during the North Fire in July 2015. The Sheriff's Department operates a two-center model for the same reason. By creating additional capacity at Rialto, CONFIRE also will position itself to be considered as a partner agency by other entities seeking integrated communication and resource status and deployment solutions.

The two-center model will require the addition of 4 Dispatch Supervisor positions. This cost is accounted for in the Plan for Service developed by the County Fire Department

Human Resource Impacts

The Plan for Service proposed by the County Fire Department and adopted by the Board of Supervisors includes the transfer of existing City Fire personnel to County Fire. Currently City

Fire has 12 funded positions in their fire dispatch center. CONFIRE will need all 12 of the positions to function effectively with the increased call volume of City Fire. All current City of San Bernardino City Fire dispatch personnel will be offered dispatcher positions by CONFIRE. There are current and anticipated vacancies in San Bernardino City Fire so it is anticipated that a recruitment of dispatchers will also be necessary to fill the 12 needed positions.

The recruitment process will be managed by the San Bernardino County Human Resources. This entity provides such services to CONFIRE per the JPA Agreement and By-Laws. The incumbent City Fire staff will be hired by CONFIRE and will retain their service accruals, but will have a hire date effective upon the transition. They will be brought in under the salary and benefit schedule currently in place through a collective bargaining agreement between the Communications Workers of America (CWA) Local 9588 and the San Bernardino County Fire District, which is effective until July 17, 2017. Other terms of this transition as it applies to employee matters are contained in the "City of San Bernardino Annexation into the San Bernardino County Fire Protection District Plan of Service." (Exhibit B, attached)

Financial Impacts

The net effect of this process will not have an adverse impact on the CONFIRE budget.

The on-going operational cost associated with the addition of the City of San Bernardino call volume to CONFIRE is projected to be approximately \$1,560,210. The one-time cost to initiate service is \$316,760. (See Table 1, attached)

The increased costs associated for dispatch and communications provided by CONFIRE will be funded by County Fire through the revenue generated by the transfer of property tax increment and the annexation of the area into County Fire's Fire Protection Service Zone 5 (FP-5). Other CONFIRE member and contract agencies will not see an increase in their rates based on this annexation alone. The opening of the High Desert Government Center and other budgetary matters will likely result in an increase in agency costs for FY 2016-17. This was also discussed at the November 18, 2015 meeting at which time the CONFIRE Board approved moving forward with the plan to open the High Desert Government Center.

The dispatch related equipment that will transfer to CONFIRE from City Fire has no adverse impact to the CONFIRE budget. The list of City Fire equipment transferring to CONFIRE is provided on page 8-9 of the "City of San Bernardino Annexation into the San Bernardino County Fire Protection District Plan of Service." (Exhibit B, attached)

Summary

It is recommended by CONFIRE staff that the Administrative Committee and CONFIRE Board of Directors acknowledge and accept the "City of San Bernardino Annexation into the San Bernardino County Fire Protection District Plan of Service" as the appropriate pathway

to guide the transition as it impacts the CONFIRE organization. Additionally, it is recommended that the Administrative Committee and Board of Directors agree with the specific components of the plan regarding the transition of the existing City of San Bernardino Fire employees to CONFIRE and accept the list of dispatch related equipment that will transfer from the City of San Bernardino to CONFIRE as a result of this process.

Attachments:

Table 1: County Fire Costs for the Addition of San Manuel/San Bernardino City Fire

Exhibit A: CONFIRE Dispatch Operational Analysis

Exhibit B: City of San Bernardino Annexation into the San Bernardino County Fire Protection District Plan of Service

County Fire Costs for the Addition of San Manuel / San Bernardino City

Item	SBC San Manuel	SBC SB City (BDO)	Other County Divisions	Total
Admin	\$ -	\$ 61,232	\$ (35,355)	
CAD/GeoFile	\$ -	\$ 71,491	\$ (41,279)	
HDGC	\$ -	\$ 43,931	\$ 5,674	
Dispatch	\$ 33,108	\$ 1,053,436	\$ 96,554	
Total Dispatch	\$ 33,108	\$ 1,230,090	\$ 25,593	1,288,792
Agency Equipment Replacement	\$ -	\$ 56,200	\$ -	
CONFIRE Infrastructure Equipment	\$ 1,297	\$ 5,018	\$ (25,293)	
Agency WAN Circuit Costs	\$ -	\$ 72,420	\$ -	
Confire Infrastructure WAN Circuit Costs	\$ 150	\$ 545	\$ (2,748)	
Infrastructure MIS Support	\$ 3,960	\$ 13,824	\$ (69,805)	
Email	\$ -	\$ 7,354	\$ (5,489)	
RMS Imagetrend	\$ -	\$ 27,646	\$ (16,339)	
Telestaff	\$ -	\$ 11,655	\$ (3,280)	
Desktop Support	\$ -	\$ 5,264	\$ (3,961)	
Xen Desktop Support	\$ -	\$ 10,224	\$ (9,680)	
Server and Router	\$ -	\$ 5,450	\$ (3,853)	
MDC Support	\$ 10,510	\$ 50,213	\$ (11,925)	
Phone Tablet Wireles	\$ -	\$ 11,494	\$ (1,294)	
Envisions Permit Plus	\$ -	\$ -	\$ -	
Payroll, Misc Apps, & Wiring	\$ -	\$ 24,477	\$ 54,203	
Total MIS Costs	\$ 15,917	\$ 301,784	\$ (99,464)	218,237
Radio Pager pass through costs	\$ -	\$ 53,182	\$ -	53,182
Total Annual Costs	\$ 49,025	\$ 1,585,056	\$ (73,871)	1,560,210

One Time Costs

One Time Costs	SBC SB City (BDO)
WAN fees	\$ 68,700
Server	\$ 6,000
Desktop Computers	\$ 38,000
Printers	\$ 14,900
Phones	\$ 6,000
E-pcrs	\$ 35,000
EMD Certification/Recertification	\$ 1,500
EMD Licensing / Maintenance/ Card Sets	\$ 34,521
HR Costs to Process 13 New Hires	\$ 4,355
One time training costs for Dispatch	\$ 107,784
Total One Time Costs	\$ 316,760

Staffing Included - 13

8 Dispatcher FTE / 4 Dispatch Supervisor FTE / 1 AST FTE



County Fire Costs for the Addition of San Manuel / San Bernardino City

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Staffing Included - 13

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One Time MIS Costs

Division	Number	Address	# Reserve		WAN/ router	Server	PCs	Printers	Phones	E- pcrs/MD		Total
			# Units	Units						Cs		
BDO	221	200 E. 3rd St. San Bernardino, CA 92410	2	1	\$8,700	\$6,000	\$18,000	\$5,900	\$1,500	\$5,000		
BDO	222	1201 W. 9th St. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
BDO	223	2121 Medical Center Dr. San Bernardino, CA 92410										
BDO	224	2641 N. E St. San Bernardino, CA 92410	2	1	\$6,000		\$2,000	\$900	\$450	\$5,000		
BDO	225	1640 W. Kendall Dr. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
BDO	226	1920 N. Del Rosa Ave. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
BDO	227	282 W. 40th St. San Bernardino, CA 92410	2	1	\$6,000		\$2,000	\$900	\$450	\$5,000		
BDO	228	3398 E. Highland Ave. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
BDO	229	202 N. Meridian Ave. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
BDO	230	502 S. Arrowhead Ave. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
BDO	231	450 E. Vanderbilt Dr. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
BDO	232	6065 Palm Ave. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
BDO	233	165 S. Leland Norton Way San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450	\$2,500		
Admin			14	11	\$68,700	\$6,000	\$38,000	\$14,900	\$6,000	\$35,000		\$168,600

Assumptions:

no cost allocated to MDC hardware as a cost savings - hope to re-use existing hardware; b-u plan is to pull one-time cost from Co Fire replacement funds or defer
no cost allocated to Kronos licensing as a cost savings - hope to transfer license from SB City; b-u plan is to pull one-time cost from Co Fire replacement funds
no cost allocated to software licensing; plan is to pull one-time cost from Co Fire replacement funds
WAN monthly charges budgeted at County WAN connection rate



Estimate for Training Costs

Training for 12 Dispatchers		\$ 107,784.00
*	6 weeks of training for 12 Dispatchers	
*	While the new staff are being trained, 12 existing Dispatchers will work overtime to cover. (1.5) pay rate.	
Average rate for Overtime x hours per week x 6 weeks x 12 FTE's (24.95 x 1.5) x 40 x 6 x 12 = \$107,784.00		
Total Cost		\$ 107,784.00



Human Resources Costs 15 New Staff

Item	Unit Price	Count	Cost
Smart Hire fee	\$ 150.00	13	\$ 1,950.00
DOJ/FBI fee	\$ 64.00	13	\$ 832.00
Physicals for	\$ 121.00	13	\$ 1,573.00

Total Cost \$ 4,355.00



Member Costs for Addition of San Manuel / San Bernardino City

Opening HDGC

Dept	2015/16 CONFIRE Budget	2015/16 CONFIRE Budget w/ BDO	Increase/ Decrease in Budget Cost
Redlands	\$ 566,802	\$ 553,371	\$ (13,431)
Rialto	\$ 594,149	\$ 580,558	\$ (13,591)
Colton	\$ 407,440	\$ 398,080	\$ (9,360)
Loma Linda	\$ 223,856	\$ 219,222	\$ (4,634)
Rancho Cucamonga	\$ 608,803	\$ 590,964	\$ (17,839)
Twentynine Palms	\$ 77,647	\$ 77,585	\$ (62)
Running Springs	\$ 32,867	\$ 32,872	\$ 5
Apple Vly	\$ 471,857	\$ 459,846	\$ (12,011)
Big Bear	\$ 185,880	\$ 183,702	\$ (2,178)
Upland	\$ 365,527	\$ 355,279	\$ (10,248)
Montclair	\$ 169,911	\$ 164,999	\$ (4,912)
Baker Ambulance	\$ 12,890	\$ 12,926	\$ 36
County Road Dept	\$ 12,114	\$ 12,097	\$ (17)
AMR	\$ 11,677	\$ 11,677	\$ -
Subtotal	\$ 3,741,420	\$ 3,653,178	\$ (88,242)
County Fire	\$ 6,064,607	\$ 7,624,819	\$ 1,560,210
Total	\$ 9,806,027	\$ 11,277,997	\$ 1,471,968



Annual Costs for County Fire and the other CONFIRE members to add San Bernardino City / San Manuel

	Staying at CCC	Opening HDGC	Difference in Cost
The Cost for Other Members	\$ (174,711)	\$ (88,242)	\$ 86,469
County	\$ 1,411,225	\$ 1,560,210	\$ 148,985
Total	\$ 1,236,514	\$ 1,471,968	\$ 235,454

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[illegible]



One Time MIS Costs

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			# Units	Units						Cs		
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BDO	225	1640 W. Kendall Dr. San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450		\$2,500	
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BDO	233	165 S. Leland Norton Way San Bernardino, CA 92410	1	1	\$6,000		\$2,000	\$900	\$450		\$2,500	
Admin			14	11	\$68,700	\$6,000	\$38,000	\$14,900	\$6,000	\$35,000	\$168,600	

Assumptions:

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no cost allocated to software licensing; plan is to pull one-time cost from Co Fire replacement funds
WAN monthly charges budgeted at County WAN connection rate



Estimate for Training Costs

Training for 12 Dispatchers	\$ 107,784.00
* 6 weeks of training for 12 Dispatchers	
* While the new staff are being trained, 12 existing Dispatchers will work overtime to cover. (1.5) pay rate.	
Average rate for Overtime x hours per week x 6 weeks x 12 FTE's (24.95 x 1.5) x 40 x 6 x 12 = \$107,784.00	
Total Cost	\$ 107,784.00



Human Resources Costs 15 New Staff

Item	Unit Price	Count	Cost
Smart Hire fee	\$ 150.00	13	\$ 1,950.00
DOJ/FBI fee	\$ 64.00	13	\$ 832.00
Physicals for	\$ 121.00	13	\$ 1,573.00

Total Cost \$ 4,355.00

Member Costs for Addition of San Manuel / San Bernardino City

Opening HDGC

Dept	2015/16 CONFIRE Budget	2015/16 CONFIRE Budget w/ BDO	Increase/ Decrease in Budget Cost
Redlands	\$ 566,802	\$ 553,371	\$ (13,431)
Rialto	\$ 594,149	\$ 580,558	\$ (13,591)
Colton	\$ 407,440	\$ 398,080	\$ (9,360)
Loma Linda	\$ 223,856	\$ 219,222	\$ (4,634)
Rancho Cucamonga	\$ 608,803	\$ 590,964	\$ (17,839)
Twentynine Palms	\$ 77,647	\$ 77,585	\$ (62)
Running Springs	\$ 32,867	\$ 32,872	\$ 5
Apple Vly	\$ 471,857	\$ 459,846	\$ (12,011)
Big Bear	\$ 185,880	\$ 183,702	\$ (2,178)
Upland	\$ 365,527	\$ 355,279	\$ (10,248)
Montclair	\$ 169,911	\$ 164,999	\$ (4,912)
Baker Ambulance	\$ 12,890	\$ 12,926	\$ 36
County Road Dept	\$ 12,114	\$ 12,097	\$ (17)
AMR	\$ 11,677	\$ 11,677	\$ -
Subtotal	\$ 3,741,420	\$ 3,653,178	\$ (88,242)
County Fire	\$ 6,064,607	\$ 7,624,819	\$ 1,560,210
Total	\$ 9,806,027	\$ 11,277,997	\$ 1,471,968



Annual Costs for County Fire and the other CONFIRE members to add San Bernardino City / San Manuel

	Staying at CCC	Opening HDGC	Difference in Cost
The Cost for Other Members	\$ (174,711)	\$ (88,242)	\$ 86,469
County	\$ 1,411,225	\$ 1,560,210	\$ 148,985
Total	\$ 1,236,514	\$ 1,471,968	\$ 235,454

Annual Costs - Expenditure Sheet Line Items

Staying within CCC		Opening the HDGC	
1	12 Dispatchers	\$ 90,654.00	TriTech Annual Support & Maint - UPGRADE
2		\$	ESRI Workstation Lic Support
3		\$	EMD - ProQA Software ESP Maint
4		\$	EMD - ProQA Annual Card Set Maint
5		\$	EMD - Aqua ESP Maintenance
6		\$	Rightfax Premium Support
7		\$	Spectracom Net Clock
8		\$	Small tools
9		\$	Headsets
10		\$	Chairs
11		\$	Office Supplies
12		\$	Copy Machine Lease
13		\$	Food for Emergency Operations
		\$	8 Dispatchers
		\$	4 Dispatcher Supervisors
		\$	AST
		\$	311,777.24
		\$	185,902.52
		\$	553,879.75
		\$	36,000.00
		\$	250.00
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		\$	311,777.24
		\$	185,902.52
		\$	553,879.75
		\$	36,000.00
		\$	250.00

CON/FIRE_{JPA}

Dispatch Operational Analysis of Added Call Volume



SECOND DRAFT for REVIEW

Submitted By:
Tech/Knowledge, Inc.
Management Consultants

December 1, 2015



Dispatch Operational Analysis of Added Call Volume

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SECOND DRAFT for REVIEW

Section 1: Introduction and Projected Call Volume

1.0 Introduction

CONFIRE is preparing to provide call taking and dispatch services for the City of San Bernardino, a process that could increase the annual incident count by an estimated 18% and their calls handled by 22-30%. The purpose of this operational analysis is to estimate the staffing impact for adding the City's call volume. We are projecting the staffing needs assuming that the CONFIRE communications center continues to operate in their current manner. This is not a productivity enhancement study although our data gathering and analysis should be helpful in future staff planning and process modifications.

We understand that CONFIRE is planning to open the Hesperia facility, currently a non-staffed backup dispatch center, as a staffed center to provide a hot backup location, an option for handling the additional call load from the City and other initiatives.

1.1 Methodology Used and Scope

Tech/Knowledge performed this analysis by physically observing the CONFIRE operations activities at the Rialto dispatch center, collecting two years of operational data from the CONFIRE CAD system, and using various call volume reports produced for us by CONFIRE's MIS staff. Incident data for the City of San Bernardino was obtained from a Consultant's study performed for the City.

We used this information to estimate the 1) additional volume of calls and incidents that would need to be handled at CONFIRE when the City of San Bernardino is added to the current CONFIRE workload 2) current handling rates for calls and incidents by CONFIRE call takers and dispatchers, and 3) staffed positions (call takers, dispatchers and supervisors) required to handle the call and dispatch volumes while maintaining the level of service currently provided to its members and contract agencies.

While projecting workload for this analysis, we noted that after normal working hours the CONFIRE center also assumes communications and dispatch for the San Bernardino County agencies that require them. While this does not normally provide a significant workload, were a major emergency to occur after hours, call volumes for both the fire agencies and the non-fire agencies may increase beyond the call handling capabilities of the staffing at the dispatch centers.

This analysis and discussion are directed to identifying the requirements for staffed positions. How to physically provide the staffing for the position (location, dispatch center layout, etc.) is not specifically addressed as that calls for planning (short and longer term), analysis, tradeoffs, testing and implementation which is beyond the scope of this analysis.

1.2 Executive Summary

The purpose of this operational analysis is to estimate the staffing impact for adding the City of San Bernardino's call and incident volume to the existing volume handled by the CONFIRE communications center in Rialto.

We are projecting the added staffing needs assuming that the CONFIRE communications center continues to operate in their current manner. Specifically this means *we are neither adding nor eliminating Call Taker and Dispatch positions from the current minimum staffing employed*. The minimum staffing currently utilized is identical for the specific hours each day of the week. In the projection for Call Taker positions, we do take into account those hours when the current staffing has capacity to absorb added call volume.

Although this is not a productivity enhancement study, our data gathering and analysis should be helpful in future staff planning and process modifications.

The incident volume for the City of San Bernardino was taken from a Consultant's report containing incident detail for 2012 and 2013. There was no independent verification. There was no indication of how many calls were received to generate the number of incidents dispatched. We projected a range of additional call volume using the ratios 1.5 to 1.0 and 2.0 to 1.0 calls to incidents based upon the experience of several dispatch centers.

The CONFIRE staffing required to handle the additional call volume from the City of San Bernardino is shown on the next page for Call Takers, Dispatchers and Supervisors (See Table 1.) The staffing was estimated based upon the projected volume of calls and incidents to be handled on an hourly, daily and monthly basis. The capability to process calls and incidents is based upon CONFIRE historical CAD data for 2014 and 2015, and how dispatch areas are staffed.

The scope of this analysis is to estimate the required additional staff positions for handling the added call and incident volume. It does not address any increases to the current staffing used to handle the current CONFIRE call and incident volume nor does it extend to recommending how to locate staff or configure dispatch centers.

Shifts	Call Takers			Dispatchers			Supv	Total
	Additional Needed	Current Staffing	Total	Additional Needed	Current Staffing	Total		Total Staff
0000 - 0100	1	3	4	1	5	6	1	11
0100 - 0200	0	3	3	1	5	6	1	10
0200 - 0300	0	3	3	1	5	6	1	10
0300 - 0400	0	3	3	1	5	6	1	10
0400 - 0500	0	3	3	1	5	6	1	10
0500 - 0600	0	3	3	1	5	6	1	10
0600 - 0700	1	3	4	1	5	6	1	11
0700 - 0800	1	3	4	1	5	6	1	11
0800 - 0900	1	3	4	1	5	6	1	11
0900 - 1000	2	3	5	1	5	6	1	12
1000 - 1100	2	3	5	1	5	6	1	12
1100 - 1200	2	4	6	1	6	7	1	14
1200 - 1300	2	4	6	1	6	7	1	14
1300 - 1400	2	4	6	1	6	7	1	14
1400 - 1500	2	4	6	2	6	8	1	15
1500 - 1600	2	4	6	1	6	7	1	14
1600 - 1700	2	4	6	1	6	7	1	14
1700 - 1800	2	4	6	1	6	7	1	14
1800 - 1900	2	4	6	1	6	7	1	14
1900 - 2000	2	4	6	1	6	7	1	14
2000 - 2100	2	4	6	1	6	7	1	14
2100 - 2200	2	4	6	1	6	7	1	14
2200 - 2300	1	4	5	1	5	6	1	12
2300 - 2400	0	4	4	1	5	6	1	11
Source	Table 11	Table 6		Table 12	Table 6			

Table 1- Projected Staffing Required for Combined Call Volume

Notes:

1. Number of Call Takers Added between 0900- 2200 is 1 position rather than 2 if assumption is added calls are at ratio of 1.5 to 1.0 calls to incidents (see Table 11.) This table uses the assumption that added calls are in a ratio of 2.0 to 1.0 calls to incidents for the City of San Bernardino.

2. Number of Dispatchers is based primarily upon current geographic assignments plus adding a new area for the City.
3. There is one radio operator for each hour who handles calls when available. This position is not shown in this table but is included in Table 13.

1.3 Current Operations

The CONFIRE Communications Center currently is configured utilizing a center bay with 6 positions and 5 additional positions around the perimeter of the room. The center bay contains 1 Supervisor console, 4 dispatch consoles in two two-position modules, and a primary Radio Dispatch console. The Call Taker positions are spread around the perimeter.

Call Takers are serviced by an Automatic Call Distribution system that sends calls to the next available position in the queue so they will get calls for all the agencies served. Once a call taking operator has enough information, the call information is passed on to the appropriate dispatcher.

Dispatchers are assigned to the agencies in a specific geographic area, although they have the ability to take calls for another area if there is a major imbalance in activities. This is a typical approach as it provides continuity in operations between the dispatch center and the field units.

Minimum staffing currently utilized is identical for the specific hours each day of the week. Additional staff is brought in whenever increased calls-for-service are either recognized as being necessary for an on-going event or when it can be reliably anticipated that it will be necessary as a result of a weather event, major public event, etc.

The current communications center is very compact with limited room for growth at the console positions. An additional console or possibly two might be able to be squeezed in to accommodate a short-term transition period.

1.4 City of San Bernardino Projected Calls for Service and Incidents

Data direct from the City of San Bernardino's E-911 and CAD systems was not available to us. Incident data for the years 2012 and 2013 detailed by day of week, hour of day and by month was available from a Consultant's study. This data was pieced together by those consultants and seems to represent the best data available.

Since the City data available to us was incident data, we needed to estimate the number of calls that would be received to produce that number of incidents. We also needed to project the volume of calls and incidents by month, day, and hour of the day to project staffing needs. Table 2 summarizes the project call volume using two different assumptions for the ratio of calls to incidents. The source of these assumptions is discussed following Table 2.

	Assumption 1	Assumption 2	Source	Comment
Number of Annual Incidents	28,429 (2013)	28,429 (2013)	Table B-1	Based upon Consultant's Report
Projected # of Calls Annually	56,652	42,532	Table A-1 and A-2	Projected using assumed ratio
Assumed Ratio of Calls to Incidents	2.0 to 1	1.5 to 1		

Table 2 - Assumed Ratio of City of San Bernardino Calls to Incidents

Ratio of Calls to Incidents

To project the call volume at the City of San Bernardino from the known number of incidents, we looked at CONFIRE and other Fire Communications centers as a guide as well as our experience with other fire dispatch centers. In the Table 3 below we show the ratio of Calls to Incidents being experienced at selected agencies.

We chose to project calls for the City of San Bernardino using the ratios of calls to incidents of 1.5 to 1.0 and 2.0 to 1.0.

In an urban area with characteristics like the City, one incident (a fire, a traffic accident, or a medical aid incident) could trigger a number of 9-1-1 calls. Some primary PSAP's use recordings (example "If you are calling about the accident near Exit 19, responders have been dispatched") or other methods to eliminate duplicate calls so a secondary PSAP such as CONFIRE could have a lower ratio of calls to incidents than one without the screening. The majority of these duplicate calls probably are received in less than a ten-minute interval for one very visible incident.

Agency	Ratio – Calls to Incidents	Comments
CONFIRE	1.2 to 1	Jan – Oct 2015 CONFIRE MIS report
Verdugo	2.0 to 1	2014 Annual Report
LA County Fire Dispatch	1.5 to 1	E-mail response to Mike Bell, Nov 2015

Table 3 - Ratio of Calls to Incidents at Selected LA Area Fire Dispatch Centers

Another staff planning consideration for staffing Call Takers is that 82% of the calls received by the City were classified as medical events, whereas, the current rate for CONFIRE is 73%. This higher percentage is a consideration because Call Takers must follow a protocol when handling medical calls-for-service that increases the amount of call handling time they require.

Tables A-1, A-2 and B-1 (see appendix) provide the estimates by hour and month for the additional Calls-For-Service and Dispatched Incidents that will result from adding the City of San Bernardino volume to the center.

Assumed Ratio of Calls to Incidents	Annual Call Volume	Daily Call Volume
Ratio 2 to 1	56,652	143-175
Ratio 1.5 to 1	42,532	110-135

Table 4 - Projected Call Volume Added by City of San Bernardino

Incidents Added

To estimate the number of incidents which would be dispatched for the City of San Bernardino, we had three data points. The City's Consultant report covered two years of data that they had to piece together from various sources – the result being 28,429 incidents dispatched for 2013, and 24,800 for 2012. There was a City annual report showing 28,170 incidents dispatched for 2008. We elected to use the 28,429 annual incidents to project by day, hour and month for CONFIRE to assume. These additional incidents are contained in Table B-1.

1.5 CONFIRE and Combined Calls-for-Service Volume

The last steps involving Calls-for-Service and Incidents projected volumes are to 1) create similar Calls for Service and Incident Tables by Month, and Hour of the Day for CONFIRE so that we can develop staffing for the City's calls and incidents and combine that with the current staffing for CONFIRE calls and incidents. We will check for availability by hour of the day for current staff to handle the City's added volume.

We obtained the CONFIRE call and incident data from reports we requested from CONFIRE MIS for 2014 and 2015 (Jan – Oct 2015.)

We observed that the incident patterns for CONFIRE and the City generally followed the same patterns in terms of low and high volume times of the day and months of the year.

	Annual Volume	Source (See Appendix)	Notes
Calls-for-Service			
CONFIRE Calls-for-Service	192,227	Table A-3	
City Calls- for-Service	42,532 – 56,652	Table A-1 and A-2	Based upon call to incident ratio of 1.5 to 1.0 and 2.0 to 1.0
Total – Combined	234,759 – 248,879		
Incidents Dispatched			
CONFIRE Incidents Dispatched	164,286	Table B-2	
City Incidents Dispatched	28,140	Table B-1	
Total – Combined	192,426		

Table 5 - Combined Annual Call and Incident Volume

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Section 2: Staffing Analysis

2.0 Staffing Analysis

In this section, we analyze the impact of the City of San Bernardino additional call and incident volume separately for the Call Taker, Dispatch and Supervisory positions. The Radio position at one person will not change based upon the volume added.

The current minimum staffing (See Table 6) for the CONFIRE Communications Center is used daily regardless of day of the week or the current month. From midnight to 1100 the staffing is 5 Dispatchers, 3 Call Takers, 1 Radio Operator and 1 Supervisor. From 1100 to 2200 the minimum staffing increases from 10 to 12 positions by adding a Call Taker and a Dispatcher. We are told that additional staff are brought in on an ad-hoc basis to cover either in-process events that require more staffing or planned events or conditions that are expected to require more staffing.

Current Daily Minimum Staffing					
Time of Day	Dispatcher	Call Taker	Radio	Supervisor	Total
0000 - 0100	5	3	1	1	10
0100 - 0200	5	3	1	1	10
0200 - 0300	5	3	1	1	10
0300 - 0400	5	3	1	1	10
0400 - 0500	5	3	1	1	10
0500 - 0600	5	3	1	1	10
0600 - 0700	5	3	1	1	10
0700 - 0800	5	3	1	1	10
0800 - 0900	5	3	1	1	10
0900 - 1000	5	3	1	1	10
1000 - 1100	5	3	1	1	10
1100 - 1200	6	4	1	1	12
1200 - 1300	6	4	1	1	12
1300 - 1400	6	4	1	1	12
1400 - 1500	6	4	1	1	12
1500 - 1600	6	4	1	1	12
1600 - 1700	6	4	1	1	12
1700 - 1800	6	4	1	1	12
1800 - 1900	6	4	1	1	12
1900 - 2000	6	4	1	1	12
2000 - 2100	6	4	1	1	12
2100 - 2200	6	4	1	1	12
2200 - 2300	5	4	1	1	11
2300 - 2400	5	4	1	1	11

Table 6 - CONFIRE Current Daily Minimum Staffing by Position

2.1 Call Taker Staff Additions

The drivers for the Call Taker staffing is the number of calls received per hour and the handle time per call.

In Section 1.4 we discussed projecting the additional call volume from the City of San Bernardino using the call to incident ratios of 2.0 to 1.0 and 1.5 to 1.0. The call handle time based upon a sampling of the CAD data showed that *Call Takers normally handle between 4 and 7 calls per hour* during the hours sampled. We chose the 6 calls per hour rate to use for Call Taker staff planning.

We did not study the call handling process including how long call takers stay on the line with each type of incident under their current guidelines or perform any other assessment on how the call handling rate may be increased. We were told that the Radio Operator is also a call taker when not busy with the radio and that call taking capacity is implicitly considered since we did not

change the current minimum staffing to handle the existing CONFIRE call volume. We note that guidelines often do not allow call takers with other duties to be counted for many evaluation criteria

2.1.1 Additional Dedicated Call Taker Staff Required for Added Call Volume from San Bernardino

This analysis shows the additional call takers required strictly for the added call volume for the City of San Bernardino. This approach isolates the added volume and assumes that whatever staffing the dispatch center currently utilizes to handle existing CONFIRE calls is adequate. These additions are totally independent of how the center is currently staffed.

To select what hourly call volume to staff to across the 12 month period, we elected to staff to the call volume for which 70 % of the number of calls will be less than this and 30% will be more (technically we staffed to the 70 percentile.) Since we have 12 numbers, the 70 percentile will be about the about the 3rd highest number. Example:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Calls/Hour	6	7	7	5	8	7	8	10	9	7	6	7
70% Calls/Hour							8					

Table 7

The key assumptions for this analysis and the results shown in Table 8 are:

1. Call volume projected from incidents using the ratios of calls to incidents of 2.0 to 1.0 and 1.5 to 1.0. (See Tables A-1 and A-2.)
2. Call handling rate for a Call Taker is 6.0 calls per hour.
3. Staff to handle about the 3rd highest hourly call volume for each hourly period (70th percentile.)

Hour	Call to Incident Ratio of 1.5 to 1.0		Call to Incident Ratio of 2.0 to 1.0	
	Number of Calls at 70 percentile	Minimum Staffed Positions at 6 calls per hour	Number of Calls at 70 percentile	Minimum Staffed Positions at 6 calls per hour
0000 - 0100	4	0.7	6	1.0
0100 - 0200	4	0.7	6	1.0
0200 - 0300	3	0.5	5	0.8
0300 - 0400	3	0.5	4	0.7
0400 - 0500	3	0.5	4	0.7
0500 - 0600	3	0.5	4	0.7
0600 - 0700	3	0.5	5	0.8
0700 - 0800	4	0.7	6	1.0
0800 - 0900	5	0.8	7	1.2
0900 - 1000	6	1.0	9	1.5
1000 - 1100	6	1.0	10	1.7
1100 - 1200	6	1.0	10	1.7
1200 - 1300	6	1.0	10	1.7
1300 - 1400	7	1.2	11	1.8
1400 - 1500	7	1.2	11	1.8
1500 - 1600	7	1.2	11	1.8
1600 - 1700	7	1.2	11	1.8
1700 - 1800	6	1.0	10	1.7
1800 - 1900	6	1.0	10	1.7
1900 - 2000	6	1.0	9	1.5
2000 - 2100	6	1.0	10	1.7
2100 - 2200	5	0.8	8	1.3
2200 - 2300	5	0.8	8	1.3
2300 - 2400	5	0.8	7	1.2

Table 8 - Number of Call Taker Positions Needed for City of San Bernardino Calls

A summary of the results of this analysis is:

Call to Incident Ratio for San Bernardino Assumption	Number of Call Takers Required per Hour
1.5 to 1.0	.5 to 1.2
2.0 to 1.0	.7 to 1.8

Table 9 - Additional Number of Call Takers Handling Only City of San Bernardino Calls

Hence, the answer to the question of *“How many added call takers do we need to exclusively handle the call volume from the City of San Bernardino?”* is 1 to 2 Call Takers based upon the assumption used and the hour of the day. Again, this assumes that the current staff handles all the CONFIRE calls. The next two sections answer the question as to whether there is capacity in the current CONFIRE staffing to handle some of the added call volume from San Bernardino.

2.1.2 Analysis of Current Minimum Call Taker Staffing

We sampled CAD data to determine that *Call Takers handle between 4 and 7 calls per hour. We did not investigate if – during busy periods – the minimum number of call takers are supplemented by others handling calls such as the Radio Operator, the Supervisor, or Part Timers or if processes change out of necessity to meet the higher load.*

We again use the assumption that the number of Call Taker positions is based upon handling a maximum of 6 calls per hour – this time with the CONFIRE hourly call volume. (This does NOT include any call volume from the City of San Bernardino.) The purpose of this analysis is to determine if there are available Call Takers in the current CONFIRE minimum staffing to handle some of the San Bernardino call volume during various periods of the day. The result is shown in Table 10 below:

Hour	Calls at 70 percentile	Minimum Staffed Positions at 6 calls per hour	Current Minimum Staffing Level	Call Taker Positions Need/(Excess)	Calls Handled per Hour by Current Staffing
0000 – 0100	15	2.5	3	(0.5)	5.0
0100 – 0200	12	2.0	3	(1.0)	4.0
0200 – 0300	11	1.8	3	(1.2)	3.7
0300 – 0400	9	1.5	3	(1.5)	3.0
0400 – 0500	9	1.5	3	(1.5)	3.0
0500 – 0600	11	1.8	3	(1.2)	3.7
0600 – 0700	18	3.0	3	0.0	6.0
0700 – 0800	24	4.0	3	1.0	8.0
0800 – 0900	28	4.7	3	1.7	9.3
0900 – 1000	28	4.7	3	1.7	9.3
1000 – 1100	29	4.8	3	1.8	9.7
1100 – 1200	28	4.7	4	0.7	7.0
1200 – 1300	30	5.0	4	1.0	7.5
1300 – 1400	30	5.0	4	1.0	7.5
1400 – 1500	31	5.2	4	1.2	7.8
1500 – 1600	31	5.2	4	1.2	7.8
1600 – 1700	30	5.0	4	1.0	7.5
1700 – 1800	31	5.2	4	1.2	7.8
1800 – 1900	30	5.0	4	1.0	7.5
1900 – 2000	29	4.8	4	0.8	7.3
2000 – 2100	27	4.5	4	0.5	6.8
2100 – 2200	24	4.0	4	0.0	6.0
2200 – 2300	19	3.2	4	(0.8)	4.8
2300 – 2400	17	2.8	4	(1.2)	4.3
Source	Table A-3		Table 6		

Table 10 - Number of Call Taker Staff Positions for CONFIRE Current Call Volume by Hour (Excludes Added SB Calls)

This analysis suggests that CONFIRE Call Taker staff is:

1. Understaffed by 2 positions - for the three hours 0800 thru 1100. This is the busiest period of the day in terms of calls handled per taker (only 3 Call Takers during these hours.) No availability to take added calls.
2. Understaffed by 1 position – for the eight hours 1100 thru 1900 (requires 7.3-7.8 calls to be handled per hour per call taker) No availability.

3. Overstaffed by 1 position – for the six hours from 0000 – 0600. During this period, current Call Takers could handle some of the added calls from San Bernardino.
4. Overstaffed by 1 position – for the two hours from 2200 – 2400. During this period, current Call Takers could handle some of the added calls from San Bernardino.

We again emphasize that there was no detailed analysis of 1) what actual staffing was during these hours, 2) whether call handling is done differently during busy hours (people and processes), 3) Call Takers can handle more than 6 calls per hour if the number of calls is high and 4) the calls handled by the Radio Operator.

2.1.3 Minimum Call Taker Staffing for Adding San Bernardino Call Volume – Assume No Changes Required to Service Current CONFIRE Call Volume

If we assume that the current CONFIRE staffing is sufficient to handle CONFIRE call volume, Table 11 shows how many additional Call Takers are required to handle the additional calls from the City of San Bernardino. This assumption is supported by our being told that CONFIRE with its current minimum staffing with periodic supplementing meets its performance measures.

This table takes into consideration the ability of the current minimum CONFIRE Call Taker staffing to handle additional calls during the time periods 0000 – 0600 and 2200 – 2400.

			CONFIRE	Combined	
Hour	Number of Call Takers to Handle Only SB Calls if:		Current Call Taker Positions Need/(Excess)	Number of Call Taker Positions Needed	
	Call to Incident Ratio of 1.5 to 1.0	Call to Incident Ratio of 2.0 to 1.0		Call to Incident Ratio of 1.5 to 1.0	Call to Incident Ratio of 2.0 to 1.0
0000 - 0100	0.7	1.0	(0.5)	0	1
0100 - 0200	0.7	1.0	(1.0)	0	0
0200 - 0300	0.5	0.8	(1.2)	0	0
0300 - 0400	0.5	0.7	(1.5)	0	0
0400 - 0500	0.5	0.7	(1.5)	0	0
0500 - 0600	0.5	0.7	(1.2)	0	0
0600 - 0700	0.5	0.8	0.0	1	1
0700 - 0800	0.7	1.0	1.0	1	1
0800 - 0900	0.8	1.2	1.7	1	1
0900 - 1000	1.0	1.5	1.7	1	2
1000 - 1100	1.0	1.7	1.8	1	2
1100 - 1200	1.0	1.7	0.7	1	2
1200 - 1300	1.0	1.7	1.0	1	2
1300 - 1400	1.2	1.8	1.0	1	2
1400 - 1500	1.2	1.8	1.2	1	2
1500 - 1600	1.2	1.8	1.2	1	2
1600 - 1700	1.2	1.8	1.0	1	2
1700 - 1800	1.0	1.7	1.2	1	2
1800 - 1900	1.0	1.7	1.0	1	2
1900 - 2000	1.0	1.5	0.8	1	2
2000 - 2100	1.0	1.7	0.5	1	2
2100 - 2200	0.8	1.3	0.0	1	2
2200 - 2300	0.8	1.3	(0.8)	0	1
2300 - 2400	0.8	1.2	(1.2)	0	0
Source	Table 8	Table 8	Table 10		

Table 11 - Additional Call Taker Positions Needed for City of San Bernardino Calls

Methodology and Assumptions:

1. Call Takers to Handle City of San Bernardino Calls Only – As discussed in Section 2.1.1, this is the number of Call Takers to handle San Bernardino calls as if they are dedicated only to these calls. There are two columns to reflect different assumptions as to how many calls will be received from the historical number of incidents the City received. One assumption is that the number of calls will be 1.5 times as many calls as incidents whereas the other assumption is that the multiplier is 2.0.
2. Current Call Taker Positions Need/ (Excess) – As discussed in Section 2.1.2, This column shows whether there is currently capacity to take the additional calls from the City of San Bernardino during a designated hour.

If the Current Call Taker Positions number is negative (in brackets), the number reflects the amount of capacity to handle additional calls. For example the Call Taker number (0.5) is negative so it reflects that .5 of a call taker is available to take additional calls. Specifically, using our assumption that a call handler could comfortably handle 6 calls per hour, this time period reflects that a capacity to handle $.5 \times 6$ calls per hour = 3 calls per hour.

If the number is positive, it indicates that there is no call taking capacity from the current minimum level staffing. For example, the number 1.0 indicates that at a call handling rate 6 calls per hour, there are 6 more calls per hour than can be handled by the current minimum staffing. Example – from 0700-0800 (from Section 2.1.2 Table 10), there are a projected 24 calls per hour from CONFIRE (without any San Bernardino calls) and the staffing is 3 Call Takers. At the handling rate of 6 calls/hour for each Call Taker, call answering capability is = 3 Call Takers x 6 calls/hour = 18 calls. The number of additional Call Takers needed to answer these calls is = 24 calls received – (3 call takers x 6 calls/hour) = 6 calls beyond capacity. To handle these 6 call requires = 6 excess calls ÷ 6 calls/ 1 Call Taker = 1.0 added Call Takers. Hence there is no additional capacity available to handle calls from San Bernardino during this hour.

3. Call Taker Positions Needed – These columns combine the Number of Call Taker positions needed to handle the projected San Bernardino calls with the column indicating availability of Call Taker capacity for those currently handling only CONFIRE calls. The rules for combining the columns are:
 - a. If the Current Call Taker Position Need/(Excess) column is *positive*, *there is no additional Capacity*. The number of Call Takers to handle the City of San Bernardino calls is the number of Call Taker positions to be added. The only rule required is how to round fractional Call Taker needs to a whole number.
 - i. If the number of additional Call Takers is from 1.0 to 1.2 we rounded down to 1.0. 1.2 implies the ability to handle 7 calls/hour which appears within the call handling range from the CAD data.
 - ii. If the number of additional Call Takers is above 1.2, we rounded up to the next integer.
 - b. If the Current Call Taker Position Need/(Excess) column is *negative*, *there is additional Capacity for current Call Takers to take some of the City of San Bernardino calls*. The number of Call Takers to handle the City of San Bernardino calls is the number of Call Taker positions to be added less the current capacity. Example – In the time period from

0100 – 0200, the number of added Call Takers needed is either $= 0.7 + (1.0) = (.3)$ or $= 1.0 + (1.0) = 0$, hence 0 new Call Takers are required under either assumption since there is existing capacity to handle the number of new calls.

2.2 Dispatch Staff Additions

The CONFIRE Center divides the served agencies into 5 dispatch geographic areas. Three of these areas serve the more populated areas and each handles roughly 28% of the annual dispatched incidents. The remaining two areas serve the more remote areas with one handling roughly 5% of the annual dispatched incidents and the other 10%. The additional dispatched incidents generated by the City of San Bernardino will provide a larger volume of incidents than any of the existing areas and could be established as an additional area. Alternatively, the City is surrounded by County facilities and an operational analysis of the actual fire stations may suggest that some of the added areas might be served by the adjacent CONFIRE dispatch area.

This staffing analysis assumes that the City would be implemented as a new dispatch area. Operationally, this new dispatch area will require at least one additional dispatch position be staffed (a minimum of one dispatcher per area.) Table B-1 and B-2 shows the estimated volume of dispatched incidents per hour for the City and for CONFIRE.

Given the potentially complex nature of Fire incidents and the role of dispatch the “duration of a typical event” is not a viable criterion for evaluating the

For this report, the criteria used for Dispatcher staffing is:

1. A minimum of one dispatcher per area and
2. A maximum of 4 open incidents per dispatcher

number of dispatchers required to support a given incident volume. One dispatcher per area was used based on the current staffing model, but during the slower periods that could be reduced if all other guidelines could still be met.

The use of 4 open fire or medical incidents is more loosely defined. Obviously this will be very dependent on the types of incidents at any specific point in time and the capabilities of the actual dispatcher. In most environments it's the supervisor and the individual dispatcher who decide whether another incident can be added to the position. Four was selected as being reasonable for a busy, but not chaotic, environment for a typical distribution of actual fire and medical responses.

Hour	Number of Incidents at 70 Percentile	Number of Dispatchers at 4 Incidents
0000 - 0100	3	0.8
0100 - 0200	3	0.8
0200 - 0300	2	0.5
0300 - 0400	2	0.5
0400 - 0500	2	0.5
0500 - 0600	2	0.5
0600 - 0700	2	0.5
0700 - 0800	3	0.8
0800 - 0900	3	0.8
0900 - 1000	4	1.0
1000 - 1100	4	1.0
1100 - 1200	4	1.0
1200 - 1300	4	1.0
1300 - 1400	4	1.0
1400 - 1500	5	1.3
1500 - 1600	4	1.0
1600 - 1700	4	1.0
1700 - 1800	4	1.0
1800 - 1900	4	1.0
1900 - 2000	3	0.8
2000 - 2100	4	1.0
2100 - 2200	3	0.8
2200 - 2300	3	0.8
2300 - 2400	3	0.8
Source	Table B-1	

Table 12 - Number of Incidents for City of San Bernardino and Number of Dispatchers Needed to Handle

This table shows the number of dispatchers needed to handle the added calls from the City of San Bernardino assuming that a dispatcher may have no more than 4 simultaneous fire or medical calls in progress.

The result is that **one dispatcher assigned to the City's incidents can handle all hourly periods except for the period 1400 to 1500**. Hence adding one dispatcher for the City of San Bernardino incidents also satisfies the criteria that no more than 4 simultaneous incidents need to be handled by that position except for the 1400 to 1500 time period. The current number of Dispatchers is shown in Table 6.

We note that using the 4 simultaneous incidents criteria to estimate how many dispatchers are required to handle current CONFIRE incidents shows that there are periods of under and over utilization in the current dispatcher schedule. This possible underutilization occurs by maintaining 5 dispatchers for coverage of each region during hours when the historical number of incidents dispatched is relatively low.

Since this assignment is focused on how many additional staff are required to handle the City of San Bernardino calls and scheduling dispatchers can be a complex undertaking and beyond the scope of this project, we just point out that dispatch slow times are from 0000 thru 0600. During this time period, it may be that current staff could absorb the San Bernardino incidents but that would mean not dedicating a dispatcher to a single geographic area. (See Table B-3 for the Dispatcher staffing requirements using 4 incidents per hour as the criteria for CONFIRE incidents only.)

2.3 Supervisors

As a general guideline for a busy communications center, a supervisor should be responsible for no more than 15 operational personnel, fewer if that supervisor is also normally working a position. As shown in Section 2.4 Table 13, the minimum staffing for supervised positions with the added personnel is 14 including the radio operator for the 11-hour period from 1100 to 2200, (The period 1400 to 1500 requires 15 supervised positions but realistically, staff will not be increased for a one hour period.)

A single Supervisor should probably be sufficient. Even with additional staffing brought in for exceptionally busy periods, the level should be manageable for a single supervisor. The exception to this is for natural disasters or other longer-term major events that require a constant redistribution of available field resources. Under those conditions, additional Supervisors will generally be needed to maintain a consistent level of service.

2.4 Staffed Position Requirements

Minimum Staffed Positions for Combined Operations					
Hour	Dispatcher	Call Taker	Radio Operator	Supervisor	Total
0000 - 0100	6	4	1	1	12
0100 - 0200	6	3	1	1	11
0200 - 0300	6	3	1	1	11
0300 - 0400	6	3	1	1	11
0400 - 0500	6	3	1	1	11
0500 - 0600	6	3	1	1	11
0600 - 0700	6	4	1	1	12
0700 - 0800	6	4	1	1	12
0800 - 0900	6	4	1	1	12
0900 - 1000	6	5	1	1	13
1000 - 1100	6	5	1	1	13
1100 - 1200	7	6	1	1	15
1200 - 1300	7	6	1	1	15
1300 - 1400	7	6	1	1	15
1400 - 1500	8	6	1	1	16
1500 - 1600	7	6	1	1	15
1600 - 1700	7	6	1	1	15
1700 - 1800	7	6	1	1	15
1800 - 1900	7	6	1	1	15
1900 - 2000	7	6	1	1	15
2000 - 2100	7	6	1	1	15
2100 - 2200	7	6	1	1	15
2200 - 2300	6	5	1	1	13
2300 - 2400	6	4	1	1	12
Source	Table 6 + 1 Dispatcher	Table 11			

Table 13 - Required Minimum Staffing Levels for Each Hour of the Day by Position for the Combined Operations

2.5 Conclusion

The addition of the City of San Bernardino to the CONFIRE Communications Center may have an impact that exceeds the space capacity of the current communications center facility to accommodate for other than a short term.

CONFIRE has already begun planning to make the Hesperia facility an active facility. This study was confined to identifying the number of positions to staff to handle the incremental call and incident volume but not how to achieve the staffing levels.

Addendum

Tables

These are the associated tables:

- **TABLE A-1 –
City of San Bernardino Projected Calls –
Assumes Ratio of Calls to Incidents of 2.0 to 1.0**
- **TABLE A-2 –
City of San Bernardino Projected Calls – Assumes Ratio of Calls to
Incidents of 1.5 to 1.0**
- **TABLE A-3 –
CONFIRE Calls per Hour by Month (Jan 2014 - Oct 2015)**
- **TABLE B-1 –
Estimated City of San Bernardino Daily Incidents by Hour and
Month**
- **TABLE B-2 –
CONFIRE Average Hourly Dispatched Incidents by Month
2014-2015**
- **TABLE B-3 –
Dispatchers Needed at 4 Incidents per Hour for CONFIRE Only
Incidents**

City Data	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Number of Calls at 70 Percentile	Minimum Staffed Positions at 6 Calls per Hour
0000 - 0100	4	4	4	4	4	4	5	5	5	5	5	5	6	1.0
0100 - 0200	4	4	4	4	4	4	5	5	5	4	4	5	6	1.0
0200 - 0300	3	3	3	3	4	3	4	4	4	4	4	4	5	0.8
0300 - 0400	3	3	3	3	3	3	3	3	3	3	3	3	4	0.7
0400 - 0500	3	3	3	3	3	3	3	3	3	3	3	3	4	0.7
0500 - 0600	3	3	3	3	3	3	3	3	3	3	3	3	4	0.7
0600 - 0700	3	3	3	3	3	3	4	4	4	3	4	4	5	0.8
0700 - 0800	4	4	5	4	5	4	5	6	5	5	5	5	6	1.0
0800 - 0900	6	6	6	5	6	6	6	7	7	6	6	6	7	1.2
0900 - 1000	7	7	8	7	8	7	8	9	9	8	8	8	9	1.5
1000 - 1100	8	8	8	8	8	8	9	9	9	9	9	9	10	1.7
1100 - 1200	8	8	9	8	9	9	9	9	9	9	9	9	10	1.7
1200 - 1300	8	8	9	8	9	9	9	9	9	9	9	9	10	1.7
1300 - 1400	9	9	9	8	9	9	9	10	10	9	9	9	11	1.8
1400 - 1500	9	9	9	9	9	9	9	11	10	9	9	9	11	1.8
1500 - 1600	9	9	9	8	9	9	9	10	10	9	9	9	11	1.8
1600 - 1700	9	9	9	8	9	9	9	10	9	9	9	9	11	1.8
1700 - 1800	8	8	9	8	9	9	9	9	9	9	9	9	10	1.7
1800 - 1900	8	8	8	8	9	8	9	9	9	9	9	9	10	1.7
1900 - 2000	7	7	7	7	8	7	8	9	9	8	8	8	9	1.5
2000 - 2100	8	3	8	7	8	8	9	9	9	9	9	9	10	1.7
2100 - 2200	7	7	7	6	7	7	7	8	8	7	7	7	8	1.3
2200 - 2300	6	6	6	6	6	6	7	8	7	7	7	7	8	1.3
2300 - 2400	5	5	5	5	5	5	6	6	6	6	6	6	7	1.2
Daily Calls	149	144	154	143	157	152	164	175	171	162	163	164		
Monthly Calls	4,470	4,032	4,620	4,290	4,710	4,560	4,920	5,250	5,130	4,860	4,890	4,920		
Annual Calls													56,652	

Table A-1: City of San Bernardino Projected Calls - Assumes Ratio of Calls to Incidents of 2.0 to 1.0

City Data	Jan	Feb	Mar	April	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Number of Calls at 70 Percentile	Minimum Staffed Positions at 6 Calls per Hour
0000 - 0100	3	3	3	3	3	3	4	4	4	4	4	4	4	0.7
0100 - 0200	3	3	3	3	3	3	4	4	4	3	3	4	4	0.6
0200 - 0300	3	3	3	3	3	3	3	3	3	3	3	3	3	0.5
0300 - 0400	2	3	3	2	3	3	3	3	3	3	3	3	3	0.5
0400 - 0500	2	2	2	2	2	2	3	3	3	3	3	3	3	0.5
0500 - 0600	2	2	2	2	2	2	3	3	3	3	3	3	3	0.5
0600 - 0700	3	3	3	3	3	3	3	3	3	3	3	3	3	0.5
0700 - 0800	3	3	4	3	4	3	4	5	4	4	4	4	4	0.7
0800 - 0900	5	5	5	4	5	5	5	5	5	5	5	5	5	0.8
0900 - 1000	5	5	6	5	6	5	6	6	6	6	6	6	6	1.0
1000 - 1100	6	6	6	6	6	6	6	7	7	6	6	6	6	1.0
1100 - 1200	6	6	6	6	6	6	6	7	7	6	6	6	6	1.0
1200 - 1300	6	6	6	6	6	6	6	7	7	6	6	6	6	1.0
1300 - 1400	6	6	6	6	6	6	7	8	8	7	7	7	7	1.2
1400 - 1500	6	7	7	6	7	7	7	8	8	7	7	7	7	1.2
1500 - 1600	6	6	6	6	6	6	7	8	8	7	7	7	7	1.2
1600 - 1700	6	6	6	6	6	6	7	8	7	6	7	7	7	1.2
1700 - 1800	6	6	6	6	6	6	6	7	7	6	6	6	6	1.0
1800 - 1900	6	6	6	6	6	6	6	7	7	6	6	6	6	1.0
1900 - 2000	5	5	5	5	6	5	6	6	6	6	6	6	6	1.0
2000 - 2100	6	3	6	5	6	6	6	7	6	6	6	6	6	1.0
2100 - 2200	5	5	5	5	5	5	5	6	6	5	5	5	5	0.8
2200 - 2300	5	5	5	5	5	5	5	6	5	5	5	5	5	0.8
2300 - 2400	4	4	4	4	4	4	5	5	5	5	5	5	5	0.8
Daily Calls	110	109	114	108	115	112	123	136	132	121	122	123		
Monthly Calls	3,300	3,052	3,420	3,240	3,450	3,360	3,690	4,080	3,960	3,630	3,660	3,690		
Annual Calls													42,532	

Table A-2: City of San Bernardino Projected Calls - Assumes Ratio of Calls to Incidents of 1.5 to 1.0

Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Number of Calls at 70 Percentile	Minimum Staffed Positions at 6 Calls per Hour	Current Staffing Level
0000 - 0100	13	12	13	13	14	15	17	15	15	14	15	13	15	2.5	3
0100 - 0200	12	11	12	11	11	11	14	12	12	12	14	12	12	2.0	3
0200 - 0300	9	9	9	9	10	11	11	11	11	11	12	10	11	1.8	3
0300 - 0400	9	9	9	8	9	9	9	10	9	9	11	10	9	1.5	3
0400 - 0500	10	8	9	9	8	9	9	9	10	9	10	9	9	1.5	3
0500 - 0600	10	10	10	10	10	10	11	10	10	11	12	11	11	1.8	3
0600 - 0700	17	21	18	18	18	16	17	17	18	17	22	17	18	3.0	3
0700 - 0800	23	25	24	22	23	18	18	21	22	24	28	22	24	4.0	3
0800 - 0900	27	29	29	27	26	21	22	23	25	28	32	27	28	4.6	3
0900 - 1000	28	28	28	28	25	24	26	27	28	28	32	28	28	4.7	3
1000 - 1100	29	29	27	28	27	25	27	27	29	29	31	30	29	4.8	3
1100 - 1200	28	27	28	28	27	29	28	28	28	29	32	27	28	4.7	4
1200 - 1300	30	27	27	31	29	30	29	29	30	29	33	32	30	5.0	4
1300 - 1400	29	28	28	29	29	31	31	29	31	29	33	29	31	5.1	4
1400 - 1500	28	27	28	29	30	30	33	32	32	29	33	29	31	5.2	4
1500 - 1600	28	27	27	29	29	30	32	30	31	30	31	31	31	5.1	4
1600 - 1700	31	28	26	29	29	30	31	30	29	28	31	30	30	5.0	4
1700 - 1800	32	28	29	29	28	31	31	33	30	30	35	31	31	5.2	4
1800 - 1900	28	27	28	28	27	30	29	29	29	32	30	30	30	4.9	4
1900 - 2000	25	23	27	28	28	28	29	30	32	29	26	27	29	4.8	4
2000 - 2100	22	22	23	24	25	31	34	29	27	25	26	22	27	4.4	4
2100 - 2200	21	19	21	22	24	30	33	26	23	22	20	21	24	4.0	4
2200 - 2300	17	17	19	18	19	22	27	22	19	18	19	18	19	3.2	4
2300 - 2400	14	13	16	15	17	19	21	17	17	15	16	17	17	2.8	4
Daily Calls	520	504	515	522	522	540	569	546	547	537	584	535			
Monthly Calls	15,600	14,112	15,450	15,660	15,660	16,200	17,070	16,380	16,410	16,110	17,526	16,049			
Annual Calls													192,227		

Table A-3: CONFIRE Calls per Hour by Month (Jan 2014 - Oct 2015)

Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Number of Incidents at 70 Percentile	Number of Dispatchers at 4 Incidents
0000 - 0100	3	3	3	2	3	3	3	3	3	3	3	3	3	0.8
0100 - 0200	3	3	3	2	3	3	3	3	3	3	3	3	3	0.8
0200 - 0300	2	2	2	2	2	2	2	3	3	2	2	2	2	0.5
0300 - 0400	2	2	2	2	2	2	2	2	2	2	2	2	2	0.5
0400 - 0500	2	2	2	2	2	2	2	2	2	2	2	2	2	0.5
0500 - 0600	2	2	2	2	2	2	2	2	2	2	2	2	2	0.5
0600 - 0700	2	2	2	2	2	2	2	3	2	2	2	2	2	0.5
0700 - 0800	3	3	3	3	3	3	3	3	3	3	3	3	3	0.8
0800 - 0900	3	3	3	3	3	3	3	3	3	3	3	3	3	0.8
0900 - 1000	3	3	3	3	3	3	4	4	4	3	4	4	4	1.0
1000 - 1100	4	4	4	3	4	4	4	4	4	4	4	4	4	1.0
1100 - 1200	4	4	4	3	4	4	4	5	5	4	4	4	4	1.0
1200 - 1300	4	4	4	3	4	4	4	5	5	4	4	4	4	1.0
1300 - 1400	4	4	4	4	4	4	4	5	5	4	4	4	4	1.0
1400 - 1500	4	4	4	4	4	4	5	5	5	5	5	5	5	1.3
1500 - 1600	4	4	4	4	4	4	4	5	5	4	4	4	4	1.0
1600 - 1700	4	4	4	4	4	4	4	5	5	4	4	4	4	1.0
1700 - 1800	4	4	4	3	4	4	4	5	5	4	4	4	4	1.0
1800 - 1900	4	4	4	3	4	4	4	5	4	4	4	4	4	1.0
1900 - 2000	3	3	3	3	3	3	3	4	4	3	3	3	3	0.8
2000 - 2100	3	2	4	3	4	3	4	4	4	4	4	4	4	1.0
2100 - 2200	3	3	3	3	3	3	3	4	4	3	3	3	3	0.8
2200 - 2300	3	3	3	3	3	3	3	3	3	3	3	3	3	0.8
2300 - 2400	3	3	3	3	3	3	3	3	3	3	3	3	3	0.8
Daily Totals	76	75	77	69	77	76	79	90	88	78	79	79		
Monthly Totals	2,280	2,100	2,310	2,070	2,310	2,280	2,370	2,700	2,640	2,340	2,370	2,370		
Annual Total														28,140

Table B-1: Estimated City of San Bernardino Daily Incidents by Hour and Month

Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Number of Incidents at 70 Percentile
0000 - 0100	11	11	11	11	12	13	14	12	13	12	13	11	13
0100 - 0200	11	10	10	10	10	9	11	10	11	11	12	10	11
0200 - 0300	8	8	8	8	9	9	10	10	9	9	11	9	9
0300 - 0400	8	8	8	7	8	8	8	9	8	8	10	9	8
0400 - 0500	8	7	8	7	7	8	8	8	8	8	9	8	8
0500 - 0600	9	9	9	9	8	9	9	9	9	9	10	10	9
0600 - 0700	15	18	16	16	16	15	15	16	15	15	19	16	16
0700 - 0800	19	23	21	20	20	16	16	18	19	21	24	19	21
0800 - 0900	23	25	25	22	23	18	18	20	21	24	28	24	24
0900 - 1000	24	25	25	24	23	21	23	23	24	24	27	25	25
1000 - 1100	25	25	23	24	22	22	23	23	24	25	27	26	25
1100 - 1200	23	23	23	23	23	23	23	24	24	25	26	23	24
1200 - 1300	25	23	22	24	23	23	24	23	25	24	26	27	25
1300 - 1400	25	23	23	23	24	25	24	24	25	24	27	25	25
1400 - 1500	23	23	23	23	24	24	25	26	25	24	20	25	25
1500 - 1600	24	23	22	23	23	24	25	24	26	24	26	26	25
1600 - 1700	25	24	21	23	23	23	24	24	24	23	26	26	24
1700 - 1800	26	23	23	23	23	25	25	27	25	25	29	26	26
1800 - 1900	24	23	23	23	22	24	24	23	23	25	26	25	24
1900 - 2000	21	20	22	23	23	23	24	25	25	25	22	23	24
2000 - 2100	19	19	20	21	21	25	27	24	23	21	22	20	23
2100 - 2200	18	17	18	19	20	24	25	22	20	18	17	19	20
2200 - 2300	15	14	16	15	16	18	21	18	16	16	16	15	16
2300 - 2400	13	11	14	13	14	16	17	15	14	14	13	14	14
Daily Totals	446	434	435	433	438	443	461	458	455	452	487	460	
Monthly Totals	13,811	12,164	13,470	12,983	13,567	13,285	14,279	14,194	13,656	13,997	14,625	14,258	
Annual Total													164,289

Table B-2: CONFIRE Average Hourly Dispatched Incidents by Month 2014-2015

Hour	Number of Incidents at 70 Percentile	Number of Dispatchers at 4 Incidents	Current Staffing	Dispatcher Positions Need/(Excess)
0000 - 0100	13	3.2	5	(1.8)
0100 - 0200	11	2.8	5	(2.3)
0200 - 0300	9	2.3	5	(2.8)
0300 - 0400	8	2.0	5	(3.0)
0400 - 0500	8	2.0	5	(3.0)
0500 - 0600	9	2.3	5	(2.8)
0600 - 0700	16	4.0	5	(1.0)
0700 - 0800	21	5.2	5	0.2
0800 - 0900	24	6.0	5	1.0
0900 - 1000	25	6.2	5	1.2
1000 - 1100	25	6.2	5	1.2
1100 - 1200	24	5.9	6	(0.1)
1200 - 1300	25	6.2	6	0.2
1300 - 1400	25	6.2	6	0.2
1400 - 1500	25	6.2	6	0.2
1500 - 1600	25	6.2	6	0.2
1600 - 1700	24	6.0	6	0.0
1700 - 1800	26	6.4	6	0.4
1800 - 1900	24	6.0	6	0.0
1900 - 2000	24	5.9	6	(0.1)
2000 - 2100	23	5.7	6	(0.3)
2100 - 2200	20	5.0	6	(1.0)
2200 - 2300	16	4.1	5	(0.9)
2300 - 2400	14	3.5	5	(1.5)
Source	Table B-2			

Table B-3: Dispatchers Needed at 4 Incidents per Hour for CONFIRE Only Incidents

**City of San Bernardino Responses to
LAFCO Questions:**

**Letter From City Attorney
Dated January 4, 2016;**

**Letter from City Manager
Dated November 9, 2015,
and Letter Dated November 2, 2015**

Attachment 4



OFFICE OF THE CITY ATTORNEY
CITY OF SAN BERNARDINO

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JAN 06 2016

LAFCO
San Bernardino County

GARY D. SAENZ
CITY ATTORNEY

REVISED

January 4, 2016

Mrs. Kathleen Rollins-McDonald, Executive Director
San Bernardino Local Agency Formation Commission
215 N. "D" Street, Suite 204
San Bernardino, Ca 92415

Re: Annexation of the City of San Bernardino into County of San Bernardino Fire District

Dear Mrs. Rollings-McDonald:

With regard to the City of San Bernardino's (City) application with LAFCO, we hereby address the following:

Conveyance of Property (Real and Personal)

The City will convey all Fire and EMS Services property and equipment owned by the City upon annexation into the County of San Bernardino's Fire District (County Fire District), effective July 1, 2016.

The City will **sublease** the Fire Fleet Maintenance Facility to the County for \$1 00 per year effective July 1, 2016, through June 30, **2022**. Effective July 1, **2022**, the City will convey ownership of the facility via transfer of the title to the County Fire District.

Ordinance(s) and Fee Schedule(s)

The City will adopt the fee schedule and San Bernardino County Fire Code (referencing the 2013 Edition of the California Fire Code and 2013 Edition of the California Residential Code) along with those certain changes, modifications, amendments, additions, deletions, and exceptions, relating to fire regulations as currently exists within the San Bernardino County Fire Protection District. The adoption will become effective upon annexation into the County Fire District on July 1, 2016.

San Bernardino Local Agency Formation Commission
Re: Annexation of the City of San Bernardino into County of San Bernardino Fire District
January 4, 2016
Page 2 of 2

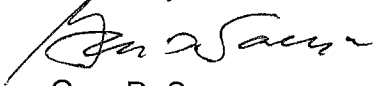
Third-Party Contract Assignments/Releases

The following third-party contractors have agreed to assignment of their respective contract(s) to the County of San Bernardino upon annexation, and all such assignments will be executed and effective July 1, 2016:

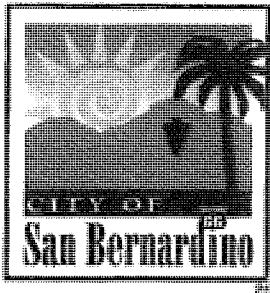
- San Bernardino Community College District, Crafton Hills College
- Amerik Medical Billing
- Fire Recovery USA, LLC
- US Forest Service
- Debbie Bervel, M.D.
- Department of State Hospitals – Patton
- San Manuel Band of Mission Indians
- Willdan Engineering
- San Bernardino Regional Training Center
- San Bernardino International Airport Authority

Should you have any questions, please contact me at (909) 384-5355.

Sincerely,



Gary D. Saenz
City Attorney



**OFFICE OF THE CITY MANAGER
ALLEN PARKER — CITY MANAGER**

300 North "D" Street • San Bernardino • CA 92418-0001
909.384.5122 • Fax: 909.384.5138
www.sbcity.org

November 9, 2015

Kathleen Rollings-McDonald
Executive Officer
San Bernardino LAFCO
215 North "D" Street, Suite 2014
San Bernardino, CA 92415

Dear Kathleen:

Pursuant to the request for additional information related to the City's application for annexation into the San Bernardino County Fire Protection District, attached is the City's policy adopted by the San Bernardino Common Council on November 2, 2015 for the handling of leave balances for General Unit employees when an employee leaves employment with the City. We believe the same policy would be applicable to transitioning fire employees. Essentially, they would be paid for post-petition leave balances up to the cap in the applicable MOU. These are leave balances accrued after August 2012. For pre-petition leave balances, (those on the books in August 2012), the employees will be paid an amount to be determined in bankruptcy court based on recovery for unsecured creditors. (This will likely be around 1% of the value of the balances.)

We did an analysis of the leave balances for fire employees eligible for transition to the San Bernardino County Fire District. This is shown in the table below which is based on data as of September 21, 2015.

Leave Balance Data Category	
Staff with positive leave balances after elimination of pre-petition balance	16
Staff with negative leave balances after elimination of pre-petition balance	74
Average positive leave balance in hours	23.9
Average negative leave balance in hours	235.8
Total negative leave balance in hours	17,446
Total positive leave balance in hours eligible for payment on separation	382
Total pre-petition leave hours	74,606

CITY OF SAN BERNARDINO

ADOPTED SHARED VALUES: Integrity • Accountability • Respect for Human Dignity • Honesty

The vast majority of fire personnel have used all of their pre-petition leave balances, and most post-petition leave balances. Whereas there was an aggregate leave balance of some 74,000 hours in August 2012, there is now very little leave which would be payable (of the post-petition variety) upon termination, only 382 hours. We believe that employees are using their leave rather than being subject to uncertainty about how leave balances will be treated by the City.

At the current time, the City would apply the adopted policy to transitioning fire employees, paying only post-petition leave balances upon separation from City employment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allen Parker', with a stylized, cursive script.

Allen Parker
City Manager

Copy: Gary Saenz, City Attorney
Linda Daube
Paul Glassman
Andy Belknap, Management Partners
Mark Hartwig, Chief, San Bernardino County Fire
Don Trapp, Deputy Chief, San Bernardino County Fire

Side Letter Agreement between the City of San Bernardino ("City") and the General Unit Employees represented by the International Union of Operating Engineers (IUOE) amending the terms and conditions of employment.

The following sets forth the Amendment to Side Letter Resolution 2015-xxx for full-time, non-safety, General Unit employees, Article V – Leaves – Pre-Petition Leave Balances. The remainder of the resolution remains in effect with the following change.

ARTICLE V – LEAVES

NEW SECTION – Pre-Petition Leave Balances

This section affects those General Unit employees employed by the City on the approval date of this Side Letter Agreement who had existing leave accruals for vacation leave, sick leave and holiday leave on August 1, 2012.

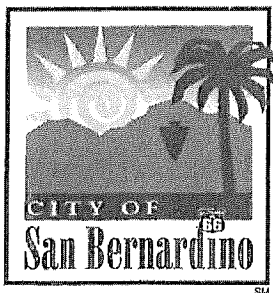
All vacation leave balances, sick leave balances and holiday leave balances that all employees in this bargaining group had accrued as of August 1, 2012 ("pre-petition leave") will be separated from post August 1, 2012 leave accruals ("post-petition leave") in each of these leave categories.

Pre-petition leave balances, including vacation leave, sick leave and holiday leave, may be utilized by employees in this bargaining group. However, employees are *required* to utilize all post-petition leave accruals in each category before they utilize any pre-petition leave accruals in the same leave category.

Upon separation from employment with the City, employees will receive payment for any post-petition leave balances according to the terms and conditions outlined in their existing Memorandums of Understanding/Side Letter Agreements and the final paragraph of this section.

Upon separation from employment with the City, employees will *not* receive payment for any pre-petition leave balances. The monetary value of all pre-petition leave bank accruals will be placed in the unsecured creditors' pool and be the subject of distribution as part of the bankruptcy unsecured creditors' pool. Upon final approval of the City's Plan of Adjustment by the Bankruptcy Court, any remaining pre-petition leave balances, although available for use by current employees, will have no cash value to current employees upon separation from employment with the City.

Upon separation from employment with the City, with the exception of post-petition vacation accruals, all post-petition leave accruals will be deferred pending the final approval and effective date of a Plan of Adjustment by the Bankruptcy Court.



OFFICE OF THE CITY MANAGER
ALLEN PARKER — CITY MANAGER

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www.sbcity.org

November 2, 2015

Kathleen Rollings-McDonald
Executive Officer
San Bernardino LAFCO
215 North "D" Street, Suite 204
San Bernardino, CA 92415

Dear Kathleen:

As part of the City's application for annexation into the San Bernardino County Fire Protection District (District), we wanted to respond to your request for information regarding the following two properties.

1. *Verdemont Fire Station* – The City owns this property which currently has a debt obligation of approximately \$ 1,695,470 to the California iBank . The City intends to pay the debt and convey the property to District upon approval by LAFCO of the annexation.
2. *City Fire Fleet Facility* – The City owns this property which currently has a debt of \$1,200,000. Upon approval by LAFCO of the annexation, the City intends to lease the property to the District for \$1/year. As part of the restructuring of the City's debt obligations under bankruptcy, the City intends to pay the debt and ultimately convey the property to the District. Due to the bankruptcy proceedings, the timing of this remains uncertain; however, we believe it will occur in the first half of 2016.

Please let us know if you have any further questions or need other information.

Sincerely,

Allen Parker
City Manager

**County of San Bernardino
Property Tax Transfer Resolutions
from December 15, 2015**

Attachment 5

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
SITTING AS THE GOVERNING BOARD OF THE
COUNTY OF SAN BERNARDINO
AND RECORD OF ACTION**

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND RECORD OF ACTION**

December 15, 2015

FROM: GREGORY C. DEVEREAUX, Chief Executive Officer
County Administrative Office

SUBJECT: LOCAL AGENCY FORMATION COMMISSION NO. 3198 – REORGANIZATION
TO INCLUDE ANNEXATIONS TO SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE AND SERVICE ZONE
FP-5 ENCOMPASSING THE JURISDICTIONAL BOUNDARIES OF THE CITY
OF SAN BERNARDINO

RECOMMENDATION(S)

1. Acting as the governing body of the County of San Bernardino, adopt **Resolution No. 2015-232** approving the property tax revenue transfer as a result of the pending reorganization related to Local Agency Formation Commission No. 3198 for annexation to the San Bernardino County Fire Protection District, its Valley Service Zone and Service Zone FP-5 encompassing the jurisdictional boundaries of the City of San Bernardino.
2. Acting as the governing body of the San Bernardino County Fire Protection District, adopt **Resolution No. 2015-233** providing for an agreement with the Inland Valley Development Agency regarding the allocation of tax increment revenue.

(Presenter: Katrina Turturro, Deputy Executive Officer, 387-5423)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

Ensure Development of a Well-Planned, Balanced, and Sustainable County.

Pursue County Goals and Objectives by Working with Other Agencies.

Provide for the Safety, Health and Social Service Needs of County Residents


FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The proposed property tax revenue transfer affects the San Bernardino County Fire Protection District (SBCFPD). The Board of Supervisors is responsible for acting on behalf of all special districts (board-governed or independent).

Page 1 of 5

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San Bernardino County
w/resolutions
CAO-Devereaux
LAFCO-Rollings-McDonald
SDD-Reception
CAO-Turturro
CAO-Forster
File – Administrative Office w/attach
File – SDD/SBCFPD/General
(Minute & Resolution only)
File – SDD/SBCFPD/Service Zone FP-5
(Minute & Resolution only)
12/17/15
ITEM 96

Record of Action of the Board of Supervisors & Directors

APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors
San Bernardino County Fire Protection District
MOTION ☒ MOVE ☒ SECOND ☒ AYE ☒ AYE ☒ AYE
20 20 4
LAURA H. WELCH, CLERK OF THE BOARD AND SECRETARY
BY 
DATED: December 15, 2015

**LOCAL AGENCY FORMATION COMMISSION NO. 3198 – REORGANIZATION
TO INCLUDE ANNEXATIONS TO SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE AND SERVICE ZONE
FP-5 ENCOMPASSING THE JURISDICTIONAL BOUNDARIES OF THE CITY OF
SAN BERNARDINO
DECEMBER 15, 2015
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A determination of the property tax revenue exchange associated with the reorganization must occur prior to issuance of the Certificate of Filing by the Local Agency Formation Commission (LAFCO). The property tax transfer associated with this action shall only be effective upon satisfactory completion of the annexation proceedings.

The recommended redistribution of property tax revenue as a result of the pending reorganization related to LAFCO No. 3198 for the provision of fire suppression and emergency medical services is as follows:

AFFECTED AGENCY	TRANSFER TO ⁽¹⁾	TRANSFER FROM ⁽¹⁾
City of San Bernardino		\$10,165,114
San Bernardino County Fire Protection District - Administration	\$1,016,511	
San Bernardino County Fire Protection District – Valley Service Zone	\$9,148,603	
San Bernardino County Fire Protection District – Zone FP-5 ⁽²⁾	\$0	

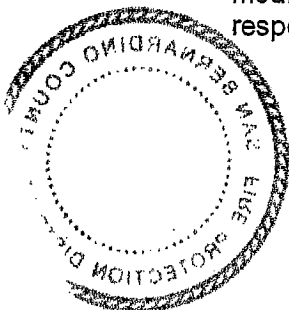
- (1) The transfer amounts above will be adjusted to account for growth in assessed valuation, with the intention to transfer 100% of the City's ad valorem property taxes to the SBCFPD, 10% to Administration and 90% to the Valley Service Zone.
- (2) Zone FP-5 will not receive a percentage of the ad valorem property taxes as this zone is funded with a special tax.

BACKGROUND INFORMATION

On August 25, 2015, the City of San Bernardino submitted an application to LAFCO to annex approximately 38,402 +/- acres located within the corporate boundaries of the City of San Bernardino (City) to the SBCFPD, its Valley Service Zone, and Service Zone FP-5. This change of organization, if approved, will entail the transfer of the City's Fire Department employees, assets, obligations, liabilities and responsibilities to the SBCFPD and its related service zones. The application states that:

The San Bernardino Fire Department and the community have been suffering from what a fire services consultant (Citygate Associates) described in a 2014 *Fire Services Deployment Study* as "severe stress". The report indicated this has resulted from a combination of factors found in a community with little economic investment, a city in bankruptcy and a low median income.

Operational staff reductions combined with exceptionally high emergency medical incident call volumes and frequent structure fires have resulted in longer response times and an inability to stem the perception that San Bernardino may



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not be a community safe from fire. The 2014 study concluded that the City is “not over-deployed to serve its diverse geography and risks.” However, given the level of emergency medical incidents, resources typically available for fire suppression are too often unavailable for an appropriate level of response in an urban setting.

The proposed annexation into the San Bernardino County Fire Protection District will:

- Provide the framework and financial platform for the delivery of efficient and cost-effective fire protection and emergency medical services to the City.
- Significantly improve the fire service delivery model available to the residents and businesses of the City. By moving to a regionalized service delivery approach the City will be able to take advantage of economies of scale associated with the County Fire District and stations located near City boundaries.
- Improve the health and safety of the community.

On September 21, 2015, LAFCO issued a Notice of Filing (NOF) notifying affected agencies of the reorganization proposal. The NOF requires the Auditor-Controller to estimate the property tax revenue and proportions by agency to establish the property tax revenue available to be transferred upon the successful completion of the annexation proceedings. The estimate provided in the Auditor-Controller's Response indicates that there is approximately \$10.2 million in general ad valorem property tax revenue available to be transferred from the City to the SBCFPD.

The SBCFPD estimates that in addition to the property tax revenue transfer from the City of \$10.2 million, there will be other revenues available to fund services beginning in 2016-17 as follows:

- \$7.4 million in new special tax revenue from the annexation into Service Zone FP-5. The boundaries of this service zone are being amended in this proposed reorganization to include the approximate 38,402 +/- acres in the annexation area.
- \$2.4 million in additional property related revenue associated with the property tax transfer from the City. This amount includes estimated supplemental property taxes, unitary taxes, delinquent penalties and interest, statutory former Redevelopment Agency (RDA) pass-throughs, and former RDA residual revenue.
- \$2.2 million of revenue from operations which includes ambulance fees, charges for services, and fire prevention fees.
- \$2.2 million in tax increment revenue currently received by the City pursuant to the Redevelopment Plan for the Inland Valley Redevelopment Project Area.
- \$0.8 million in special tax revenue from an existing Community Facilities District.

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- \$0.3 million in projected 2016-17 revenue growth on the property tax transfer (of \$10.2 million) from the City.

The SBCFPD anticipates that the cost of providing services to the annexation area in 2016-17 will be approximately \$31.5 million. However, the total of the anticipated revenues outlined above, including the property tax transfer, total only \$25.5 million, leaving a funding gap of \$6.0 million. The transfer of additional revenue sources will be included as a condition of approval in the LAFCO review process and will require future agreement(s) be approved by the City and the SBCFPD prior to the issuance of the Certificate of Completion signaling the transition of jurisdiction.

It is proposed that the funding gap be addressed by a transfer of a percentage of the City's VLF/Property Tax Swap revenue. However, there is risk associated with the VLF/Property Tax Swap revenue. This swap was implemented by the State in fiscal year 2004-05. The source of this revenue is Property Taxes allocated to education (schools and community colleges), but is based on the amount of VLF backfill revenue that would have been received by the agency (in this case the City) in fiscal year 2004-05, adjusted annually by the percentage change in assessed valuations. As a result, staff believes that this revenue bears a higher risk of adjustment or elimination by the State in future years. The SBCFPD will require that the agreement with the City to transfer a percentage of this revenue will extend to any successor revenues that might be used to replace it. This risk is also mitigated by future increases in revenue associated with normal property taxes. As former Redevelopment Agencies pay off their obligations, the amount of property tax revenue allocable to the SBCFPD will increase.

Recommendation 1 will approve the general ad valorem property tax revenue amounts to be transferred to the SBCFPD upon satisfactory completion of the annexation proceedings as required by Revenue and Taxation Code Section 99.

Recommendation 2 provides for an agreement between SBCFPD and the Inland Valley Development Agency (IVDA) regarding the allocation of tax increment revenue pledged to support IVDA debt service. If the proposed annexation is approved, the property tax revenue transfer contemplated in Recommendation 1 would reallocate tax increment that was previously shared by the City and the IVDA, to the SBCFPD. The negative impact to the IVDA share of tax increment revenue is an unintended consequence of the annexation and could impair the IVDA debt service security, as this revenue has been pledged in financing transactions. The resolution provides that the SBCFPD will enter into an agreement with IVDA regarding the distribution of this tax increment with the intent to continue the allocation to IVDA as if the proposed annexation had not been approved. The execution of this agreement will be a term and condition of approval by LAFCO, and the annexation will not be completed until the agreement is signed. This agreement will be brought to the Board of Supervisors for approval at a future meeting.

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It is anticipated that the SBCFPD will continue to receive the City's share of this tax increment (currently \$2.2 million) which is included in the list of other revenues available to fund services above.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Dawn Messer, Deputy County Counsel, 387-5455 and Michelle Blakemore, Chief Assistant County Counsel) on December 11, 2015; Finance (Tom Forster, 387-4635 and Bobby Magee, 387-5005, Administrative Analysts) on December 10, 2015; LAFCO (Kathleen Rollings-McDonald, Executive Officer, 383-9900) on December 10, 2015; and County Finance and Administration (Katrina Turturro, Deputy Executive Officer, 387-3076) on December 11, 2015.

RESOLUTION NO. 2015-232

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DETERMINING THE AMOUNT OF PROPERTY TAX REVENUES TO BE EXCHANGED BETWEEN AND AMONG SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE AND SERVICE ZONE FP-5, RESULTING FROM THE JURISDICTIONAL CHANGE DESCRIBED BY LAFCO NO. 3198

On Tuesday December 15, 2015 on motion of Supervisor Lovingood, duly seconded by Supervisor Rutherford and carried, the following resolution is adopted by the Board of Supervisors of San Bernardino County, State of California.

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

- A. Pursuant to Section 99 of the Revenue and Taxation Code, prior to the issuance of a Certificate of Filing by the Local Agency Formation Commission Executive Order, the governing bodies of all local agencies whose service responsibilities will be altered by change of organization shall negotiate and determine by resolution the amount of property tax revenues to be exchanged between and among such local agencies.
- B. Except as provided in Section 99.1 of the Revenue and Taxation Code, in the event that a jurisdictional change would affect the service area or service responsibility of one or more special districts, the Board of Supervisors shall, on behalf of all special districts, negotiate any exchange of property tax revenues.
- C. The Board of Supervisors of the County of San Bernardino and the City of San Bernardino have determined the amount of property tax revenues to be exchanged as a result of the following jurisdictional change:

LOCAL AGENCY FORMATION COMMISSION NO. 3198 – REORGANIZATION TO INCLUDE ANNEXATIONS TO SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE AND SERVICE ZONE FP-5

SECTION 2. The Board of Supervisors of the County of San Bernardino hereby resolves and orders that:

- A. The negotiated exchange of property tax revenue between the City of San Bernardino, San Bernardino County Fire Protection District and its Valley Service Zone, attached hereto as Exhibit "A" and incorporated herein by reference, resulting from the above described jurisdictional change(s), is approved and accepted.
- B. The annual tax increment generated in the area subject to the jurisdictional change and attributable to the local agencies whose service area or service responsibilities will be altered by the proposed jurisdictional change shall be allocated in future years pursuant to the provisions of Section 98 of the Revenue and Taxation Code.

SECTION 3. The Clerk of the Board of Supervisors is hereby directed to certify the passage of this resolution and to cause a certified copy to be sent to the Executive Officer of the Local Agency Formation Commission of the County of San Bernardino.

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

AYES:	SUPERVISORS:	Lovingood, Rutherford, Ramos, Hagman, Gonzales
NOES:	SUPERVISORS:	None
ABSENT:	SUPERVISORS:	None

* * * * *

STATE OF CALIFORNIA)	
)	ss.
COUNTY OF SAN BERNARDINO)	

I, **LAURA H. WELCH**, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of December 15, 2015. #96

LAURA H. WELCH
Clerk of the Board of Supervisors

By


Deputy

RESOLUTION NO. 2015-233

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT PROVIDING FOR AN AGREEMENT WITH THE INLAND VALLEY DEVELOPMENT AGENCY REGARDING THE ALLOCATION OF TAX INCREMENT REVENUE

On Tuesday, December 15, 2015, on motion of Director Lovingood, duly seconded by Director Rutherford and carried, the following resolution is adopted by the Board of Directors of San Bernardino County Fire Protection District.

WHEREAS, the City of San Bernardino and the San Bernardino County Fire Protection District (SBCFPD) have jointly initiated an application to the Local Agency Formation Commission (Commission) for reorganization to annex into the SBCFPD and are undertaking actions in connection with the Commission's determinations anticipated (LAFCO 3198) on the annexation to allocate and provide revenues to SBCFPD; and

WHEREAS, the City is a member of the Inland Valley Development Agency (IVDA) pursuant to the Amended Joint Exercise of Powers Agreement dated as of February 12, 1990 (the JPA Agreement), and as a member, receives an allocation of general levy tax proceeds pursuant to the JPA Agreement and the Redevelopment Plan for the Inland Valley Redevelopment Project Area dated July 11, 1990; and

WHEREAS, as part of the actions the City and SBCFPD are undertaking in connection with LAFCO 3198, SBCFPD will receive additional base property tax proceeds, previously allocated to the City as described above, to provide fire and emergency services within the jurisdictional boundaries of the City, if the annexation proposed in LAFCO 3198 is approved and completed by the Commission; and;

WHEREAS, the reallocation of these base property tax proceeds to SBCFPD could potentially adversely impact the pledged revenue to support certain IVDA debt; and

WHEREAS, there is no intent to adversely impact that pledge of revenues or impair the security of bondholders.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino County Fire Protection District:

As a term and condition of the approval of the proposed LAFCO 3198 annexation, and required to be completed prior to the issuance of the Certificate of Completion for the reorganization, SBCFPD will enter into an agreement with IVDA and other parties if necessary to address the potential impacts. The intent is to continue the allocation to IVDA as if the proposed annexation had not been approved, in order to protect the security of the bondholders.

PASSED AND ADOPTED by the Board of Directors of the San Bernardino County Fire Protection District, by the following vote:

AYES:	DIRECTORS:	Lovingood, Rutherford, Ramos, Hagman, Gonzales
NOES:	DIRECTORS:	None
ABSENT:	DIRECTORS:	None

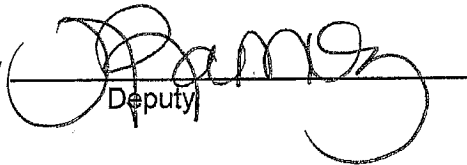
* * * * *

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss.

I, **LAURA H. WELCH**, Secretary of Board of Directors of the San Bernardino County Fire Protection District, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Directors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, December 15, 2015. #96 jr

LAURA H. WELCH
Secretary

By


Deputy

**Letter from City of San Bernardino
Attorney Dated January 15, 2016
Related to CFD #1033 and
City of San Bernardino Resolution No.
2004-210 Forming CFD #1033 and
City Resolution No. 2015-128 Setting
Special Tax for Fiscal Year 2015-16**

Attachment 6



OFFICE OF THE CITY ATTORNEY
CITY OF SAN BERNARDINO

GARY D. SAENZ
CITY ATTORNEY

January 15, 2016

Ms. Kathleen Rollings-McDonald, Executive Officer
San Bernardino LAFCO
215 North "D" Street, Suite 204
San Bernardino, CA 92415

Dear Ms. Rollings-McDonald:

I am writing to get back to you on several issues related to the City's annexation into the San Bernardino County Fire Protection District (SBCFPD), in order to inform the staff report you are finalizing in preparation for the January 27, 2016 hearing. Since there are still some unresolved issues, I am providing the current status and we will keep you updated as resolution is reached and / or documentation accomplished.

Westnet Agreement

We have provided LAFCO with a copy of the agreement. The City is set to pay off this contract in December 2016, and it is our plan not to assign or transfer this agreement but simply to pay it off per the contract. We do not believe the alert system will be necessary in the long run with CONFIRE, but will or may be important up to and during transition. We will work with County Fire on system utilization and or discontinuance.

CFD 1033

We understand that LAFCO needs administrative documentation on assessments, annexation and overall management of the CFD. The City is making the location and documentation a priority.

We can confirm that to the best of our knowledge no development agreements exist which would exempt future development from the CFD assessment. No property owners have prepaid the obligation. One tract (17329) prepaid but then was given a refund and, therefore, is still subject to CFD payment. All Tracts approved after December 2003 have joined the CFD. The City has processed 8 annexations into the CFD.

However with respect to administration of the CFD, there are some questions which need to be answered. Based on the 2015-16 Assessment Roll, there are, at most, approximately 130 residential parcels being assessed. We believe there are significantly more developed residential parcels within the area. The reason for this needs to be understood and documented. Your analysis actually brought this issue to light. It may be that the City will need to administratively or legislatively deal with this issue in order to ensure that the District is administered in an equitable fashion with respect to residential properties. One alternative might be to exempt residential parcels from the assessment. Of course these parcels would become subject to the FP-5 parcel tax after annexation.

The City commits to working with LAFCO and County Fire to fully document relevant and necessary records and to support administrative transition. We will work with the Mayor and Common Council on any legislative adjustments which need to be made in order to properly document and administer the CFD prior to the transition.

VLF Swap Revenue Sharing Agreement and IVDA Bond Obligations

The City has reviewed the agreement drafted by Mr. McBride, County Counsel. We are in concurrence that the VLF swap component needs to include both a permanent transfer to fully fund SBCFPD service responsibilities and a temporary and supplemental VLF swap so that IVDA's debt service obligations serviced by a portion of City property taxes pledged under the JPA Agreement creating the IVDA are not impaired. Once the IVDA obligation is fully repaid the property taxes affected by the property tax sharing agreement will revert to the SBCFPD and the VLF supplemental revenue swap will terminate. It is anticipated that the Mayor and Common Council will consider this agreement on February 1, 2016.

Global Settlement with Fire Union – Ramifications for SBCFPD

The City has been in negotiations with the City fire union with regard to the annexation service change and with respect to claims the union has pending with the City. As of this writing no settlement has been reached. However, we expect to present potential settlement issues and, possibly, recommendations to the Common Council on January 19th. The City believes that all settlement will fit within the parameters of the Service Plan and the incorporated provisions for transitioning employees. Further, it is our intent to implement all settlements with the City and the union, without involvement of County Fire. We anticipate the union will have a continuing role representing former City firefighters with respect to settlement claims only. The only settlement issue which may involve County Fire would be with respect to the City paying for a leave bank on behalf of transitioning firefighters. In this regard any settlement would be within the lanes established in the Service Plan. The same is true with respect to arrangements with the City fire management group, which is also in conversation with the City labor negotiator regarding the annexation transition.

Should you have any questions, please contact me at (909) 384-5355.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary D. Saenz", written in a cursive style.

Gary D. Saenz
City Attorney

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WHEREAS, the City of San Bernardino, California (the "City"), is a municipal corporation and charter city, duly organized and existing pursuant to the provisions of the Constitution of the State of California; and

WHEREAS, the Mayor and Common Council of the City have previously adopted Resolution No. 2004-104 (the “Resolution of Intention”) to create Community Facilities District No. 1033 (“CFD No. 1033”) pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” as amended (the “Act”), Chapter 2.5 of Part 1 of Division 2 (commencing with Section 53311) of the California Government Code; and

WHEREAS, the Mayor and Common Council have declared their intention that a portion of the operations and maintenance of the Verdemont Fire Station, necessary to provide a continued fire protection service within the Verdemont Area as new development continues to occur in areas northerly of existing fire station service areas, be paid through the levy of a special tax; and

WHEREAS, the Mayor and Common Council have directed the Staff of the City to prepare appropriate boundary maps for territory which may be included within the boundaries of CFD No. 1033 (the "Map") and the Map has been presented to the Mayor and Common Council and has been made a part of the record of the hearing on the Resolution of Intention to establish CFD No. 1033; and

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

WHEREAS, notice of a public hearing relating to the establishment of CFD No. 1033, the extent of CFD No. 1033, the furnishing of certain facilities and services, the rate and method of apportionment of the special tax, and all other related matters have been duly given, and a report ("Engineer's Report") as ordered by the Mayor and Common Council has been presented to the Mayor and Common Council and has been made a part of the record of the hearing on the Resolution of Intention to establish CFD No. 1033; and

WHEREAS, the Mayor and Common Council have determined that there are less than twelve (12) registered voters residing within the territory of CFD No. 1033, and have been for each of at least ninety (90) days preceding the date of said hearing, and that the facilities and services to be financed by CFD No. 1033 are necessary to meet increased demands placed upon the City as result of new development occurring in CFD No. 1033; and

WHEREAS, the Mayor and Common Council intend to submit the levy of the required special tax to the landowners of CFD No. 1033, said landowners being the qualified electors as authorized by law; and

WHEREAS, the Mayor and Common Council have determined that written protests of fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed District, or of owners representing one-half (½) or more of the area of land proposed to be included in CFD No. 1033, were not filed with the City Clerk on or before the time fixed for said public hearing; and

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**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

WHEREAS, a public hearing was convened by the Mayor and Common Council on June 7, 2004, at the hour of 4:00 p.m., then continued to and reconvened on June 21, 2004, at the hour of 4:00 p.m., at the regular meeting place of the Mayor and Common Council, being the Council Chambers, City Hall, 300 North "D" Street, San Bernardino, California, 92418, at which hearing the Mayor and Common Council considered the establishment of CFD No. 1033, the proposed rate and method of apportionment of the special tax therein, and all other matters as set forth in the Engineer's Report; and

WHEREAS, all written protests and other written communications, if any, were publicly read at said hearing and all persons desiring to be heard were fully heard, and all such protests and communications have been considered by the Mayor and Common Council, and at this time the Mayor and Common Council are desirous to proceed with the establishment of CFD No. 1033; and

WHEREAS, at this time all steps and procedures relating to the formation of CFD No. 1033 have been accomplished; and

WHEREAS, the Mayor and Common Council intend at this time to order the establishment of CFD No. 1033.

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**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE
MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS
FOLLOWS:

Section 1. Recitals

The above recitals are all true and correct.

Section 2. Establishment of Formation of CFD No. 1033

The Mayor and Common Council hereby establish and declare the formation of the
Community Facilities District known and designated as "COMMUNITY FACILITIES
DISTRICT NO. 1033".

Section 3. District Boundaries

The boundaries and parcels of land in which the public facilities are to be provided and
on which special taxes will be levied in order to pay the costs and expenses for said public
facilities are generally described as follows:

All property within the boundaries of Community Facilities District No. 1033, as shown
on a map as previously approved by the Mayor and Common Council, said map
designated by the name of CFD No. 1033, a copy of which is on file in the office of the
City Clerk, and as set forth in the Book of Maps of Assessments and Community
Facilities Districts in the in the San Bernardino County Recorder's Office, as previously
recorded pursuant to Section 3111 of the Streets and Highways Code.

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**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
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Section 4. Description of Public Capital Facilities

A general description of the public capital facilities which the Mayor and Common Council have determined shall be provided within CFD No. 1033, and of the incidental expenses in connection therewith, is as follows: The continued operation and maintenance of the Verdemonst Fire Station, including but not limited to payment of compensation of employees, including salaries and benefits, maintenance and operation of fire safety vehicles and the fire station structures, any other expenses required to keep the such equipment and improvements in fit operating condition and any incidental expenses (collectively, the "O&M Expenses"), and all necessary administrative expenses of the City. The descriptions contained herein are general in nature and do not necessarily include all related and appurtenant costs and expenses necessary for the proposed facilities and services. For a full and complete description of said facilities, reference is made to the Engineer's Report, which is entitled "Engineer's Report, Special Tax District, CFD No. 1033, Verdemonst Fire Station Service Area", which is attached hereto and incorporated herein by this reference as Exhibit "A", and which Engineer's Report is on file in the office of the City Clerk.

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**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

Section 5. Special Tax Authorized

That a special tax, except where funds are otherwise available, is hereby authorized, subject to voter approval, to be levied annually within the boundaries of CFD No. 1033. For particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit "B" (the "Rate and Method") which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the proposed District to clearly estimate the annual amount that said person will have to pay for said facilities and services. Said special tax shall be utilized to pay for the O & M Expenses.

Section 6. Preparation of Special Tax Roll

The office which will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and which will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act is the City Clerk, who is hereby further directed to establish procedures to promptly respond to inquiries concerning current and future tax liability.

Section 7. Special Tax Lien

Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of the State of California (the "Code"), a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in CFD No. 1033 and this lien shall continue in force and effect until the special tax obligation is canceled in accordance with law or until collection of the tax by the Mayor and Common Council ceases in accordance with the Rate and Method of Apportionment of such special tax.

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
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COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

Section 8. Certification of Map

The City Clerk is hereby authorized and directed to endorse the Certificate on the Map evidencing the date and adoption of this Resolution, and is further authorized and directed to file said Map with the County Recorder of the County of San Bernardino within 10 days after the approval of the Map, which shall be within 10 days of the adoption hereof.

Section 9. No Majority Protest

That protests against the establishment of CFD No. 1033, the extent of CFD No. 1033, the furnishing of said facilities and services, the rate and method of apportionment of the special tax, the estimates of the costs thereof, or other related matters, were not signed and duly filed with the City Clerk at or before the time set for said hearing by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, or by property owners of more than one-half (½) of the area of land within the proposed District.

Section 10. Protests Overruled and Denied

Any protests, and each of them, are hereby overruled and denied.

Section 11. Approval of Engineer's Report

The Engineer's Report, as now submitted and attached hereto as Exhibit "A", is hereby approved and is made a part of the record of the hearing, and is ordered to be kept on file in the City Clerks's Office and open for public inspection,

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**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

Section 12. Approval of Map

The Map, as now submitted and attached hereto as Exhibit "C", is hereby approved and is made a part of the record of the hearing, and is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

Section 13. Landowners to Vote on Levy of Special Tax

Since there are fewer than 12 registered voters within CFD No. 1033, the levy of the special tax shall be submitted to the landowners, as the qualified electors of CFD No. 1033 with each acre or portion thereof representing one vote. The ballots for the special election shall be distributed by personal or mailed delivery to each of the landowners within CFD No. 1033. Each landowner shall have one vote for each acre or portion thereof that he, she or it owns within CFD No. 1033, as provided in Section 53326 of the Act.

Section 14. City Clerk Designated Election Official

The City Clerk is hereby designated as the election official for the purposes of conducting the election in CFD No. 1033 and is hereby requested to take all steps necessary to hold the election in accordance with the Act and these specifications.

Section 15. Submission of Question of Levy of Special Tax

The Mayor and Common Council hereby submit the question of levying such special tax for CFD No. 1033 to the qualified electors within CFD No. 1033, at an election to be held on Monday, September 20, 2004 at 4:00 p.m., with each landowner having one (1) vote for each acre or portion thereof of land which he or she owns within CFD No. 1033, with all ballots to be submitted to the City Clerk before 12:00 p.m. on September 20, 2004, all in accordance with and subject to the Act, the terms of which shall be applicable to such election.

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

Section 16. Canvass of Returns

The City Clerk as the election official is authorized to canvass the returns of the election pursuant to Section 23306 of the Elections Code, and the Mayor and Common Council are thereafter authorized to certify the results of the election.

Section 17. Levy of Special Tax Following Election

If two-thirds (2/3) of the votes cast upon the question of levying such special tax are cast in favor of levying that tax, as determined by the Mayor and Common Council after the canvass of the returns of such consolidated election, the Mayor and Common Council may levy such special tax within the territory of CFD No. 1033 under the Act in the amount and for the purposes as specified in this resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that such special tax may be levied at a rate lower than specified therein. Such special tax may be levied only so long as it is needed to pay for the O&M Expenses, together with administrative and other expenses of CFD No. 1033, incurred by the City and CFD No. 1033.

Section 18. Necessity of Services and Facilities

The Mayor and Common Council hereby determine that the O&M Expenses to be financed by CFD No. 1033, as described above in said Engineer's Report, are necessary to meet increased demands placed upon the City and other local agencies having jurisdiction within CFD No. 1033, as a result of development occurring in CFD No. 1033 and that the qualified electors of CFD No. 1033 shall be the landowners of CFD No. 1033.

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**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

Section 19. Declaration of Conformity with Legal Requirements

The Mayor and Common Council hereby determines that all proceedings prior hereto were valid and taken in conformity with the requirements of law, and specifically the provisions of the Act, and that this determination is made pursuant to the provisions and authorization of Section 53325.1 of the California Government Code.

Section 20. Effective Date

This Resolution shall take effect upon adoption.

Section 21. Certification

The City Clerk shall certify to the passage and adoption of this resolution, enter the same in the book for original Resolutions of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the Mayor and Common Council of the City, in the minutes of the meeting at which this resolution is passed and adopted.

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**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO DECLARING AND ESTABLISHING THE FORMATION OF A
COMMUNITY FACILITIES DISTRICT, AUTHORIZING SUBMITTAL OF LEVY OF
SPECIAL TAXES TO THE QUALIFIED ELECTORS, MAKING CERTAIN
PRELIMINARY FINDINGS AND OVERRULING PROTESTS (CFD NO. 1033)**

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor
and Common Council of the City of San Bernardino at a joint regular meeting
thereof, held on the 21st day of June, 2004, by the following vote, to wit:

<u>Council Members:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstain</u>	<u>Absent</u>
ESTRADA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
LONGVILLE	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
MCGINNIS	<u> </u>	<u>X</u>	<u> </u>	<u> </u>
DERRY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
KELLEY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
JOHNSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
MC CAMMACK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Rachel G. Clark

Rachel G. Clark, City Clerk

by Sandra Medina, Deputy

The foregoing resolution is hereby approved this 23rd day of June,
2004.

Valles
Judith Valles, Mayor
City of San Bernardino

Approved as to Form and Legal Content:

By:

James F. Penman
James F. Penman
City Attorney

EXHIBIT A
ENGINEER'S REPORT

SPECIAL TAX DISTRICT
CFD No. 1033
VERDEMONT FIRE STATION SERVICE AREA

June 21, 2004

Prepared by
David Evans and Associates, Inc.
And the
Development Services Department
City Engineer
City of San Bernardino, California

Prepared For
City of San Bernardino, California
Community Facilities District No. 1033

I. INTRODUCTION AND PURPOSE

On April 19, 2004, the Mayor and Common Council of the City of San Bernardino ("City") approved and adopted "A Resolution of the Mayor and Common Council of the City of San Bernardino declaring Intention to Establish a Community Facilities District for New Development for the Ongoing Operation and Maintenance of a Fire Station for the Verdemon Fire Station Service Area and to Levy a Special Tax within said Community Facilities District, Setting a Public Hearing Thereon and Authorizing the Publication and Mailing of Notice Thereof (Community Facilities District No. 1033)" (the "Resolution of Intention"), pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code (commencing with Section 53311, the "Act"), and specifically Section 53321.5 thereof.

The Resolution of Intention expressly ordered the filing of a written Engineer's Report of proposed Community Facilities District No. 1033 ("CFD No. 1033"), and directed that said Engineer's Report include the following:

- 1) A brief description of the services, maintenance and operating costs of public facilities which will be provided within CFD No. 1033, i.e., the estimated operations and maintenance expenses of the Verdemon Fire Station, Station No. 232 at 6055 Palm Avenue, San Bernardino, California ("Station"), including but not limited to payment of compensation of employees, including salaries and benefits, maintenance and operation of fire safety vehicles and the fire station structures, any other expenses required to keep the such equipment and improvements in fit operating condition and any incidental expenses (collectively, the "O&M Expenses"), which will be incurred as a result of providing the services and which will in the opinion of the preparer of the Engineer's Report, be required to adequately meet the needs of CFD No. 1033 for the next five (5) years; and
- 2) An estimate of the cost of providing for the O&M Expenses for the first five (5) years for each zone within CFD No. 1033, including a brief explanation justifying the amount of the Special Tax for each zone type and any increase or decrease thereof in subsequent years as well as the estimated In-Lieu Fee that may be generated for each zone for all years evaluated in the Engineer's Report.

Accordingly, the authorized representatives of the City have caused this Engineer's Report of CFD No. 1033 to be prepared by David Evans & Associates, Inc., pursuant to the provisions of the Act and the Resolution of Intention.

This Engineer's Report is intended to provide background information and factual data to enable the Mayor and Common Council to take appropriate actions to impose the requirements upon new development within the Verdemon Fire Station Service Area for funding of a portion of the O&M Expenses to serve operations and maintenance of the Station.

II. BACKGROUND

- (a) It is appropriate and desirable for the City to institute a partial funding source (i.e. the proposed CFD No. 1033) in order to offset the costs of the normal operating expenses of the Station that would otherwise be required to be paid in total by the City General Fund.
- (b) Existing residential structures will not be included in the proposed CFD No. 1033. Special taxes of CFD No. 1033 will be imposed only on new residential, commercial, office, and industrial development within the Verdemon Fire Station Service Area.

The City has the legal ability during the environmental review of proposed development within the Area that would require the owner (or the owner's designee) to participate in CFD No. 1033 and pay a "Special Tax" for a portion of the O&M Expenses, (or, in the alternative, prior to the issuance of each certificate of occupancy for residential development, pay an "In-Lieu Fee" in the amount [for the Initial Fiscal Year 2004-2005] of \$6,349.88 per dwelling unit, whether for a single family or a multi-family unit, and prior to the issuance of each certificate of occupancy for commercial/retail/office/industrial zoning classifications pay an in-lieu fee in the amount of \$44,350.47 per acre of development as set forth on a site plan of development). The Special Tax shall be increased by an amount not to exceed 2 % of the amount in effect for the previous Fiscal Year, up to the Fiscal Year commencing July 1, 2033. The Special Tax shall terminate as to such Assessor's Parcel at the close of the thirtieth (30th) Fiscal Year following the beginning of the Initial Fiscal Year 2004-2005, i.e., the Special Tax shall terminate as of June 30, 2034. See Exhibit "A", "Calculation and assumptions for final Verdemon Fire Station CFD special tax". This requirement would apply only to new residential, commercial, retail and industrial development within the Verdemon Fire Station Service Area.

- (c) On April 19, 2004, the Mayor and Common Council approved and adopted the Resolution of Intention, which authorized the initiation of proceedings for the formation of CFD No. 1033. The Resolution of Intention set the public hearing on the formation of CFD No. 1033 for the June 7, 2004 meeting of the Mayor and Common Council, which hereby was continued to June 21, 2004. Notice of the June 7, 2004 public hearing was published on May 26, 2004, and notice was republished regarding the hearing's continuance to June 21, 2004.
- (d) The Resolution of Intention also called for the preparation and the recordation of a map of the proposed boundaries of CFD No. 1033 ("Map") to be recorded with the County of San Bernardino Auditor/Controller-Recorder's Office. A copy of the Map is attached hereto as Exhibit "C". The Map and this Engineer's Report (copies of which have been made available at the City Clerk's office) would be approved after the public hearing as part of the formation proceedings for CFD No. 1033.
- (e) Assuming that there is no majority protest by the affected property owners within the boundaries of CFD No. 1033, the Mayor and the Common Council may approve a "Resolution of Formation", which formally establishes the existence of CFD No. 1033. The Resolution of Formation (which includes information contained in the Resolution of

Intention and attaches the Rate and Method of Apportionment of Special Tax for CFD No. 1033 as an exhibit) makes findings regarding the Report and the Map, including the findings that the proposed special tax levy has not been precluded by majority protest and that all proceedings regarding the formation of CFD No. 1033 have been conducted in conformity with the requirements of the Act.

- (f) In addition to formally establishing CFD No. 1033, the Resolution of Formation calls for an election of the qualified electors. The City has determined that there are less than twelve (12) residents within the proposed boundaries of CFD No. 1033, meaning that the qualified electors are the owners of land within CFD No. 1033, to approve the levy of the Special Tax. The Act requires that the special landowner election be held at least ninety (90) days after the public hearing (unless unanimously waived by all of the affected property owners, in which event the election may be held at an earlier date). The Resolution of Formation sets such special landowners election for the meeting of September 20, 2004, and calls for all ballots to be received at a specified time prior to the meeting. If two-thirds (2/3) of the ballots approve the levy and collection of the special tax within CFD No. 1033, then the Mayor and Common Council will be presented a resolution canvassing the results of the election and an ordinance (for first reading) imposing the special tax levy on the property owners within CFD No. 1033, at the September 20, 2004 meeting of the Mayor and Common Council. The Resolution of Formation also describes the procedure for conducting such an election, in this case by mailed-ballot election to be conducted by the City, wherein such landowners would have one vote for each acre of land he or she owns within the boundary of CFD No. 1033.
- (g) The City has concurrently with the adoption of the Resolution of Intention approved the form of the Mitigation Agreement for CFD No. 1033, which provides that participating property owners agree to pay for the formation expenses incurred by the City relative to the establishment of CFD No. 1033. Accordingly, the costs associated with the formation of CFD No. 1033 will be borne by participating landowners.

III. NECESSITY FOR AN ADDITIONAL FIRE STATION IN VERDEMONT FIRE STATION SERVICE AREA

In 1998, City Fire Department administrative staff requested that a process be developed to study and adopt emergency service delivery management and planning standards. This was prompted in part by the need to consider the addition of a fire station to serve the Verdemont Fire Station Service Area. Without planning standards, the Verdemont Station concept could not be evaluated objectively.

Subsequently, the Mayor and Common Council approved the establishment of a Fire Department Planning Standards Ad Hoc Committee (the "Committee") on September 21, 1998. In November of 1998, the Committee began meeting to study and analyze topics relevant to establishing emergency service delivery standards.

On March 28, 2000, the Committee agreed upon certain standards to recommend to the Mayor and Common Council for adoption. The standards and other recommendations are listed below.

A. Recommended Standards

- Dispatch processing time shall be sixty (60) seconds or less for 90% of Calls for Service (CFS).
- Turnout time shall be 60 seconds or less for 90% of CFS.
- Drive time from fire station to arrival on-scene at incidents shall be five (5) minutes or less for 90% of CFS.

B. Other Recommended Actions

- Automate the emergency medical pre-arrival and priority dispatching system.
- Adopt a fire station siting plan that is consistent with the 5-minute drive time standard.
- Study and analyze issues pertinent to the City's relatively high emergency incident call volume.

An analysis of calendar year 2002 CFS to the Verdernont Fire Station Service Area showed that the 5 minute drive time standard was met for about 45% of 245 CFS. This quantified the need for a fire station to serve the Verdernont Fire Station Service Area.

IV. STRUCTURE OF THE SPECIAL TAX

(a) This Report and the proposal contained herein deal solely with the levy of the Special Tax for the payment of certain operating and maintenance costs of the Station, not the debt service or other capital outlay and replacement costs associated with any public facility. Section IV.(d) below sets forth the items that are deemed to be the "Included Items" and the "Excluded Items" of those which are eligible for payment by the City from the Special Tax levied within the CFD No. 1033. CFD No. 1033 will be limited solely to the payment of those Included Items related to the operation and maintenance of the Station. The City will impose an annual Special Tax lien upon all property within the CFD No. 1033 and the City will ensure that the Special Taxes are paid by each property owner in the same manner as the general property taxes are paid to the County of San Bernardino. The City reserves the right to enforce any and all unpaid Special Taxes and the liens thereof, including interest and penalties and collection costs, in the manner authorized by the Act through a separate legal action to be filed by the City separate and apart from any tax collection proceedings initiated by the County of San Bernardino for the payment of defaulted general property taxes.

(b) The Special Tax shall be levied in conformance with the Rate and Method of Apportionment of Special Tax – Community Facilities District No. 1033, City of San Bernardino ("Rate and Method") (the Rate and Method is set forth as Exhibit "B" hereto).

(c) All of the property located within CFD No. 1033, unless exempted by law or by the Rate and Method, shall be subject to the Special Tax. Each year the Special Tax shall be levied subject to the methodology and Maximum Special Tax limits of the Rate and Method. The Special Tax imposed is a "special tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property", pursuant to Section 53325.3 of the Act. The Special Tax may be "on or based on a benefit received by

parcels of real property, the cost of making facilities or authorized services available to each parcel, or some other reasonable basis as determined by the legislative body"; however, the Special Tax may not be apportioned on an *ad valorem* basis pursuant to Article XIII A of the California Constitution.

(d) The costs of the annual O&M Expenses of the Station shall only include the following described Included Items and shall specifically exclude the Excluded Items from payment through the CFD No. 1033:

(i) **Included Items:** Personnel costs, salaries, benefits, administrative charges, bookkeeping and accounting incurred by the Fire Department (or other related City Departments); repair and maintenance of all buildings, facilities, personal equipment and firefighting equipment exclusive of the acquisition costs of any vehicles of any nature but including the repair and maintenance, oil, fuel, tires, insurance, and upkeep of all such vehicles; uniforms, firefighting protective equipment and clothing; hoses, ladders, and other firefighting and life safety and protective equipment and first aid and CPR equipment; utilities, furnishings, food, paper products, office products and office equipment and supplies, communications equipment, radios, computers and telephones; building maintenance and upkeep, landscape maintenance and supplies, painting of buildings, replacement of worn or broken building components that are typically accounted by the City as expense items and not as capital improvement items.

(ii) **Excluded Items:** Excluded items are all items that are not for the direct operation and/or maintenance of the Station. These include but are not limited to the following: construction of the fire station, purchase or lease of any fire truck, pick-up truck, ambulances or any other motorized vehicles; and/or the replacement or upgrade of any component of the Station that has a useful life of more than 10 years.

(e) Since 2002 there has been an increased interest in development within the Verdemonst Fire Station Service Area, and there are potentially 382 single family residential housing units that could be constructed within the initial boundaries of the CFD No. 1033 within the next ten (10) years. Such new construction activity will exacerbate the need for the Station and particularly as development trends in the Verdemonst Fire Station Service Area extend northerly towards Little League Drive and northerly from Little League Drive into the Devore area of the City. The third property acquired by the EDA in 1999, known as the "Bice" property (*Parcel 1*), is severely impacted by the lack of a suitable final tract map, the designation of the "Bice" property as critical habitat for the San Bernardino Kangaroo Rat, and the requirement for numerous flood control and street realignment projects as a condition of development. The Bice property is located northerly of Little League Drive and in the area most impacted by the present lack of a fire station in the Verdemonst Fire Station Service Area.

(f) Several developers representing the vacant land holdings, existing developers with projects in the area, and other interested parties have once again contacted the City to express interests to initiate development activities within the Verdemonst Fire Station Service Area. Based upon improvements in the general real estate market for single-family residential development within the City and the availability of low interest rate mortgage financing at this time, the City anticipates that additional demands will be placed upon the infrastructure needs

within the Verdemont Fire Station Service Area upon the development of the presently proposed projects.

(g) A May 2004 estimate of the projected number of residential housing units comprises four "parcels" within the Verdemont Fire Station Service Area identified as Nos. 1-4 on the Proposed Community Facilities District No. 1033 Map. Parcel 1 (Century Village Homes, Alternative "C", formerly the Bice property) is projected to contain 275 housing lots. Parcel 2 is owned by the City and currently there are 19 housing units planned. Parcel 3 is Tentative Tract No. 15940, owned by Monica Morrow, et al, and currently shows 41 housing lots. Parcel 4 is Tentative Tract No. 16457, owned by Covenant/Oasis San Bernardino LLC, and contains 47 housing lots. The following chart sets forth the assumptions that can be utilized for purposes of determining the cost per unit of the Verdemont Special Tax District and the burden that may be experienced by the City in connection with the operation and maintenance of the Verdemont Fire Station.

Housing Units Exempt from Special Tax:	0
Housing Units to be built:	382
Average square footage of houses to be built:	2,000
Square footage of commercial/retail to be built	0
Square footage of industrial to be built	0

(h) The expected future build-out of 382 homes will raise \$133,700.00 at the Initial Fiscal Year (2004-2005) CFD No. 1033 Special Tax rate of \$350.00 per housing unit. These figures represent about 9.9% of the estimated Initial Fiscal Year operations and maintenance costs for the Station. The City would need to raise an additional \$1,216,300.00, or about 90.1% of the above referenced budget, to meet the expected initial fiscal year costs. These numbers are based upon the core community facilities district, consisting of four (4) parcels, not including any additional properties to be annexed to CFD No. 1033. It is anticipated that there will be future development, including non-residential development, within the Verdemont Fire Station Service Area. This development, when annexed to CFD No. 1033, will provide additional funds.

(i) Future annexation of properties in the Verdemont Fire Station Service Area as new development continues will be accomplished in conformance with the Act and will be subject to all conditions and obligations of CFD No. 1033.

(j) No bonds shall be issued in relation to CFD No. 1033.

V. CONCLUSION

It is the intent of the City to continue to stimulate development within its boundaries. However, it is necessary to provide for all necessary public services for such new development, it is anticipated that this can be accomplished within the Verdemont Station Service Area both with the imposition of CFD No. 1033 to pay for ongoing operation and maintenance of the Station. With CFD No. 1033, the City should have an enhanced ability to meet its planning standards and provide adequate fire protection service to the areas which are presently outside of the existing fire station service areas. The imposition of CFD No. 1033 special taxes will provide the City with the funding for a portion of the annual operation and maintenance costs of the Station.

EXHIBIT "B"

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 1033
CITY OF SAN BERNARDINO**

This Rate and Method of Apportionment of this Special Tax sets forth the special tax applicable to each Assessor's Parcel within Community Facilities District No. 1033 ("CFD No. 1033") of the City of San Bernardino ("City") to be levied and collected according to the special tax liability determined by the Common Council of the City, acting as the Legislative Body of CFD No. 1033. The applicable Special Tax shall be determined pursuant to the application of the appropriate amount or rate as described below. All Taxable Property within CFD No. 1033, unless exempted by law, or the provisions of Section E, below, shall be subject to the applicable Special Tax levied and collected to the extent and in the manner herein provided.

This Rate and Method of Apportionment also is provided as an explanation to allow landowners or residents within CFD No. 1033 to estimate the Special Tax to be annually levied and collected, or prepaid, as the case may be, with regard to property within CFD No. 1033.

A. Definitions

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code.

"Administrative Expense" means any costs incurred by the City on behalf of CFD No. 1033 related to the determination of the amount of the annual levy of the Special Tax, the collection of the Special Tax, and the other costs incurred in order to carry out the authorized purposes of CFD No. 1033.

"Special Tax" means the special tax to be levied in each Fiscal Year pursuant to Sections C. and D. on each Assessor's Parcel for a period not to exceed 30 years including the Initial Fiscal Year.

"Assessor's Parcel" means a parcel of land as designated on an official map of the San Bernardino County Assessor which has been assigned a discrete identifying parcel number.

"Commercial/Retail/Office/Industrial Property" means property zoned for commercial, retail, office or industrial uses or other non-residential uses.

"Common Council" means the Common Council of the City of San Bernardino.

"Residential Property" means for any Fiscal year all Taxable Property for which a foundation building permit for single family or multi-family units was issued prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

"Facilities" means the Fire Station Services as may be identified in the Community Facilities District Engineer's Report prepared for CFD No. 1033 on file in the Office of the City Clerk, or the continued operation and maintenance of the Verdemont Fire Station, including but not limited to payment of compensation of employees, including salaries and benefits, maintenance and operation of fire safety vehicles and the fire station structures, any other expenses required to keep the such equipment and improvements in fit operating condition and any incidental expenses (collectively, the "O&M Expenses") to be financed by CFD No. 1033 pursuant to the Act.

"Fiscal Year" means the period starting on July 1st and ending the following June 30th.

"In-Lieu Fee" means a one-time fee, which fee shall be deposited into an interest bearing reserve account for future O&M Expenses in the following amounts and for which a further explanation of the In-Lieu Fee will be described in an estimated cost report:

Residential Zone	\$6,349.88 per residential dwelling unit as an In-Lieu Fee
Commercial, Retail, Office Zone	\$44,358.47 per acre of development as set forth on a site plan of development as an In-Lieu Fee
Industrial Zone	\$44,358.47 per acre of development as set forth on a site plan of development as an In-Lieu Fee

"Land Use Class" means any of the classes of Property listed in Table 1 and Table 2, below.

"Project" means any project undertaken for the purpose of development involving the approval or issuance of any permit or entitlement for use by any governmental agency and includes all such permits and entitlements for use whether classified as quasi-legislative, quasi-judicial or ministerial in nature, including, but not limited to, the adoption, amendment, approval or issuance of any general plan, specific plan, master plan, zoning ordinance, tentative subdivision map, tentative parcel map, final subdivision map, final parcel map, variance, conditional use permit, site plan, plot plan, development plan, annexation, public utility connection, building permit and certificate of occupancy.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 1033 which are not exempt from the Special Tax pursuant to the Act and the provisions of Section E. herein.

B. Assignment to Land Use Classes

As soon as practicable, as of May 1 for the next succeeding Fiscal Year, all Taxable Property within CFD No. 1033 shall be categorized as Residential Property or either Commercial/Retail/Office/Industrial Zone Property. Taxable Property shall be subject to a Special Tax pursuant to Sections C. and D. below.

C. Special Tax**1. Residential Property**

The Special Tax for each Assessor's Parcel classified as Residential Property shall be the amount determined by reference to Table 1 and the paragraphs that follow Table 1.

Table 1
Special Tax Rates for Residential Property
(For the Initial Fiscal Year 2004-05)

<u>Land Use Class</u>	<u>Land Use Description</u>	<u>Special Tax Per Unit (2004-05)</u>
1	Single Family Detached Unit	\$350.00
2	Multi-Family Unit/Attached Dwelling Unit	\$350.00

In determining the Special Tax which may be levied in any Fiscal Year, on July 1, 2005, and on each July 1 thereafter, the Special Tax shall be increased by an amount not to exceed 2 % of the amount in effect for the previous Fiscal Year, up to the Fiscal Year commencing July 1, 2033. The Special Tax shall terminate as to such Assessor's Parcel at the close of the thirtieth (30th) Fiscal Year following the beginning of the Initial Fiscal Year 2004-2005, i.e., the Special Tax shall terminate as of June 30, 2034.

2. Commercial/Retail/Office/Industrial Zone Property

The Special Tax for each Assessor's Parcel classified as either Commercial, Retail, Office, or Industrial Zone Property shall be the amount determined by reference to Table 2 and the paragraphs that follow Table 2.

Table 2
Special Tax Rates for Commercial/Retail/Office/Industrial Zone Property
(For the Initial Fiscal Year 2004-05)

<u>Land Use Class</u>	<u>Land Use Description</u>	<u>Special Tax Per Acre (2004-05)</u>
3	Commercial	\$2,445.00
4	Retail	\$2,445.00
5	Office	\$2,445.00
6	Industrial	\$2,445.00

In determining the Special Tax which may be levied in any Fiscal Year, on July 1, 2005, and on each July 1 thereafter, the Special Tax shall be increased by an amount not to exceed 2 % of the amount in effect for the previous Fiscal Year, up to the Fiscal Year commencing July 1, 2033. The Special Tax shall terminate as to such Assessor's Parcel at the close of the thirtieth (30th) Fiscal Year following the beginning of the Initial Fiscal Year 2004-2005, i.e., the Special Tax shall terminate as of June 30, 2034.

D. Method of Apportionment of the Special Tax

Commencing with Fiscal year 2004-05, and each Fiscal Year thereafter, the Council shall determine the Special Tax to be collected from Taxable Property in CFD No. 1033. The Council may levy the Special Tax on all Assessor's Parcels of Development Property by levying the Special Tax for Land Use Classes 1, 2, 3, 4, 5 and 6.

E. Limitations

The Council shall not levy a Special Tax on properties owned by the State of California, federal or other local governments, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act. Property which becomes the property of the State of California, the federal government or other public agency is liable for the Special Tax levied in the Fiscal Year during which such transfer occurs and will be subject to the Special Tax in each Fiscal Year thereafter under the original Land Use Class for such Assessor's Parcel. Such Assessor's Parcel may be exempted, at the direction, and in the discretion, of the Council in any Fiscal Year.

F. Prepayment of the Special Tax

Any owner of property within CFD No. 1033 may discharge the Special Tax obligation in full or in part, by making payment pursuant to the applicable Sections F. 1. or F. 2 as follows:

1. Upon the Approval of a Tentative or Parcel Map

At the time of approval of a tentative or parcel map, the owner of such residential unit may prepay the Special Tax in full or in part by making a cash payment to CFD No. 1033, in which case the Special Tax for the Initial Fiscal Year, and each Fiscal Year thereafter, shall be reduced according to the following steps:

- a. Determine the maximum prepayment if the owner were to prepay the Special Tax in entirety. For example, for Projects approved prior to July 1, 2005, the maximum prepayment for each residential unit is \$6,439.88 and for each acre of development as set forth on a site plan of development for Commercial/Retail/Office or Industrial zone property is \$44,358.47.
- b. Determine the property's revised Special Tax by multiplying the property's applicable Special Tax for the Initial Fiscal Year determined

pursuant to Section C. 1. by one minus the quotient obtained by dividing the cash payment made by the owner pursuant to this Section F. 1 .b. by the maximum prepayment obligation determined pursuant to Section F. 1 .a. The property's revised Special Tax for the Initial Fiscal Year, and each Fiscal Year thereafter, shall be the Special Tax for the applicable land use designation (Residential or Commercial/Retail/Office/Industrial zone Property) for purposes of Sections C. and D. herein.

2. After the Approval of the Tentative Map/Parcel Map

After the time a tentative or parcel map has been approved, and prior to May 1 for the next succeeding Fiscal Year, the owner of such parcel may prepay the Special Tax in full or in part by making a cash payment to CFD No. 1033, in which case the Special Tax for the applicable Fiscal Year, and each Fiscal Year thereafter, shall be reduced according to the following steps:

- a. Compute the present value of the Special Tax using a period equal to the lesser of the remaining term for which the Special Tax may be levied on such parcel; then
- b. Multiply the amount determined in Section F.2.a; above, by the owner's desired prepayment percentage (which shall be a minimum of twenty percent (20%) of the present value of the total Special Tax) to determine the prepayment amount subject to additional adjustments as specified below; then
- c. Add the following to the result of Section F.2.b.:
 - i) Unpaid special taxes, interest and penalties, if any, which have been entered on the Assessor's tax roll; and
 - iv) a \$75 administrative charge per Assessor Parcel.
- d. The Special Tax applicable to property utilizing a prepayment percentage less than 100% shall be revised in the Fiscal Year following the date of prepayment by multiplying such property's Special Tax by the prepayment percentage actually determined in Section F.2.b. Such property's revised Special Tax for the Fiscal Year following the date of prepayment, and each Fiscal Year thereafter, shall be the Special Tax for such property for purposes of Sections C. and D. herein.

In no event shall the In-Lieu Fee be increased by more than 2% per year nor shall the Tax be increased by more than 2% per year, based upon a cost inflation formula to be continued in the Estimated Cost Report and the Engineer's Report and made a part of the formation documents for the District, from the previous year for any property located within the District that was previously assessed and charged with the Tax in the immediately preceding year. The

Special Tax and the In-Lieu Fee shall be recalculated annually to reflect (i) any changes in the O&M Expenses, (ii) the annexation of additional property into the District, (iii) the payment of the O&M Expenses, or any portion thereof, with funds other than the Tax, (iv) the amount of In-Lieu Fees available to be applied for the applicable for which the calculation is being made, and (v) any other changes which may affect the estimated O&M Expenses for such year.

G. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ordinary ad valorem real property taxes. The Special Tax shall be subject to the same penalties and the same procedure, sale and lien priority in case of a delinquency as provided for with ad valorem taxes. The collection of the Special Tax shall otherwise be subject to the provisions of the Act. The Common Council reserves the power to provide for alternative means of collection of special taxes as permitted by the Act.

H. Termination of Special Tax Levy

Provided that Special Taxes previously levied on an Assessor's Parcel are not delinquent, the lien of special taxes of CFD No. 1033 shall terminate as to such Assessor's Parcel at the close of the thirtieth (30) Fiscal Year following the beginning of the Initial Fiscal Year for such Assessor's Parcel. Furthermore, provided an owner within CFD No. 1033 fully and completely discharges their special tax obligation pursuant to Sections F.1 and/or F.2, the lien of special taxes of CFD No. 1033 shall terminate.

Pursuant to Section 53330.5 of the Act, the Common Council shall, upon written request, cause to be recorded in the official records of San Bernardino County a Notice of Cessation of Special Tax Lien for each Assessor's Parcel upon termination of the lien on such Assessor's Parcel.

I. Review/Appeal Board

The Council shall establish, as part of the proceedings and administration of CFD No. 1033, a special Review/Appeal Board. Any landowner who feels that the amount of the Special Tax, as to their Assessor's Parcel, is in error may file a notice with the Review/Appeal Board appealing the amount of the levy. The Review/Appeal Board shall interpret this Rate and Method of Apportionment of the Special Tax and make determinations relative to the annual administration of the special tax and any landowner appeals, as herein specified.

EXHIBIT "C"
COMMUNITY FACILITIES DISTRICT NO. 1033
VERDEMONT FIRE STATION
SERVICE AREA
 IN THE CITY OF SAN BERNARDINO
 COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PARCEL NO.

OWNER

1

REDEVELOPMENT AGENCY OF THE
CITY OF SAN BERNARDINO

2

CITY OF SAN BERNARDINO

3

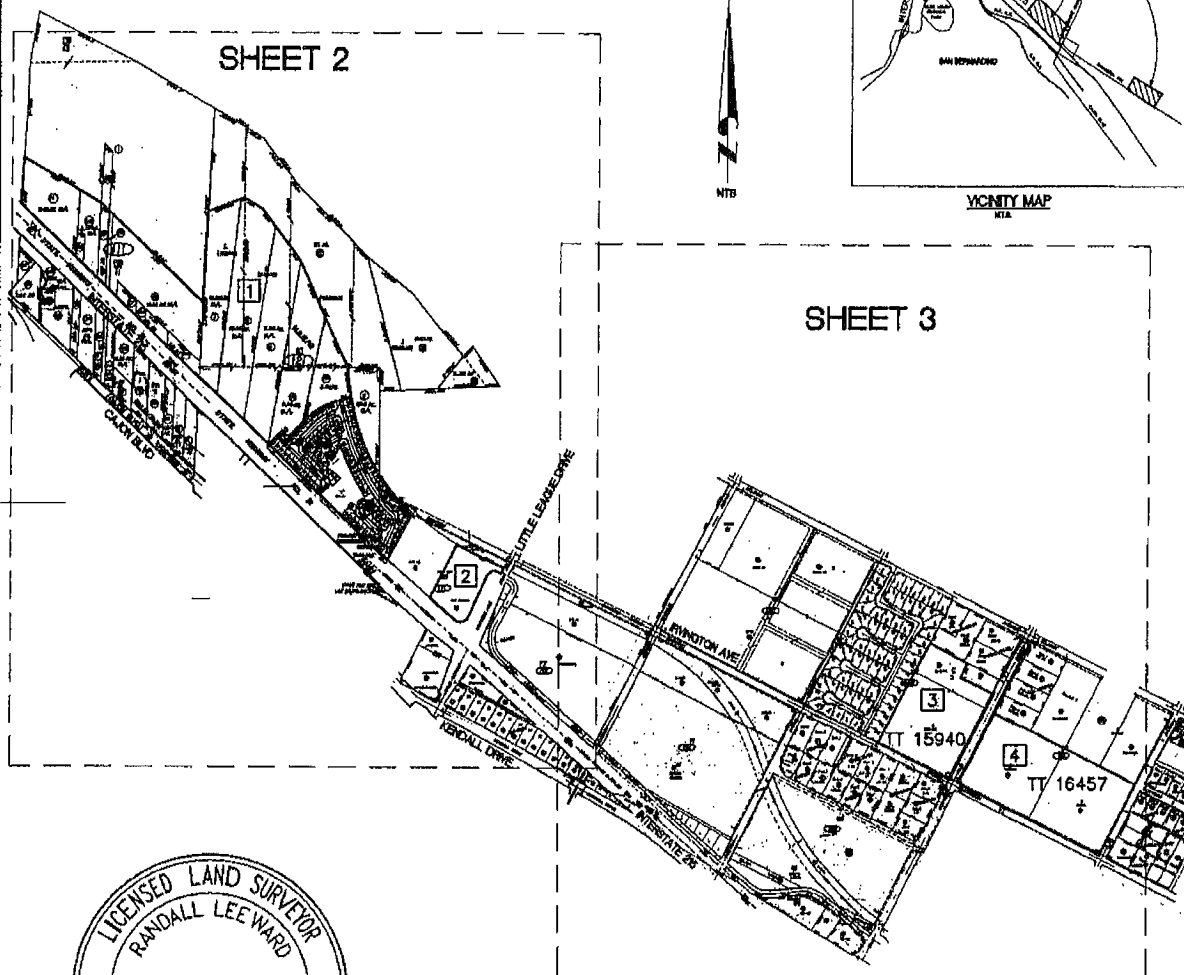
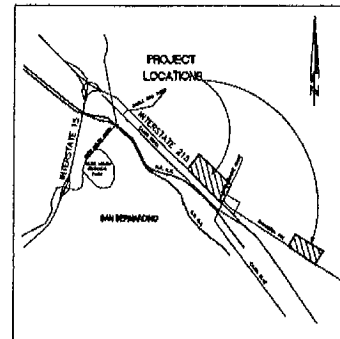
TENTATIVE TRACT 15940

MONICA MORROW, ET AL

4

TENTATIVE TRACT 16457

COVENANT/OASIS SAN BERNARDINO, LLC



FILED AT REQUEST OF CITY CLERK

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF
 COMMUNITY FACILITIES DISTRICT NO. 1033 OF THE CITY OF SAN BERNARDINO, STATE OF
 CALIFORNIA, WAS APPROVED BY THE MAYOR AND COMMON COUNCIL, AT A REGULAR MEETING
 THEREOF, HELD ON APRIL 19, 2004, BY ITS RESOLUTION NO. _____

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT
 NUMBER _____ THIS _____ DAY OF _____, 20____, AT _____ A.M. OR
 P.M. OF _____ AT THE REQUEST OF
 THE CITY OF SAN BERNARDINO
 IN THE AMOUNT OF \$ _____

LARRY WALKER
 ALDEYA-CONTROLLER/RECORDER
 COUNTY OF SAN BERNARDINO

BY: _____
 DEPUTY RECORDER

DAVID EVANS
ASSOCIATES (INC.)
 800 North Harbor Avenue, Suite 300
 Ontario, California 91764
 Phone: (909) 481-9700

CITY CLERK
 CITY OF SAN BERNARDINO

SERVICE AREA

IN THE CITY OF SAN BERNARDINO
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

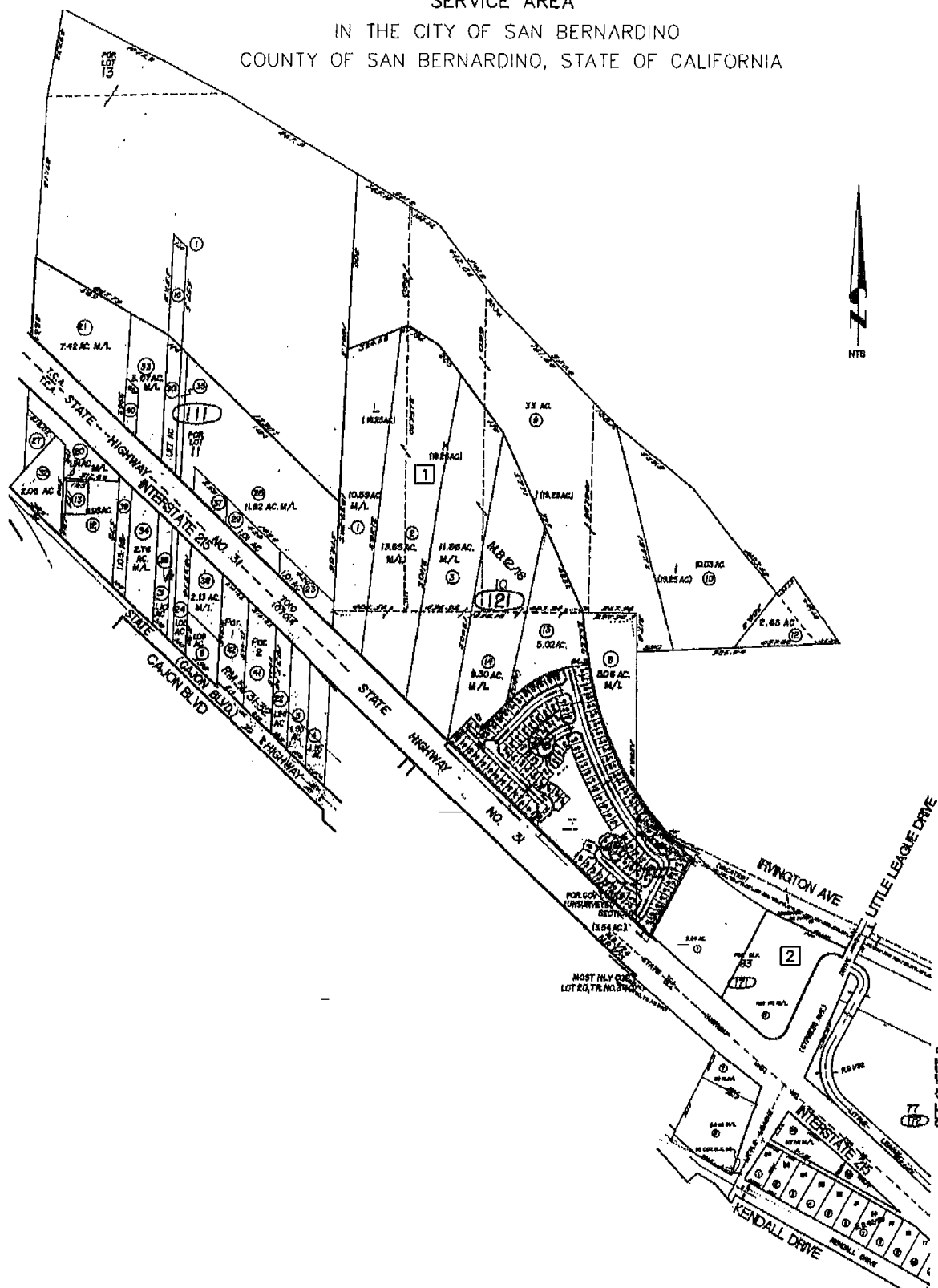
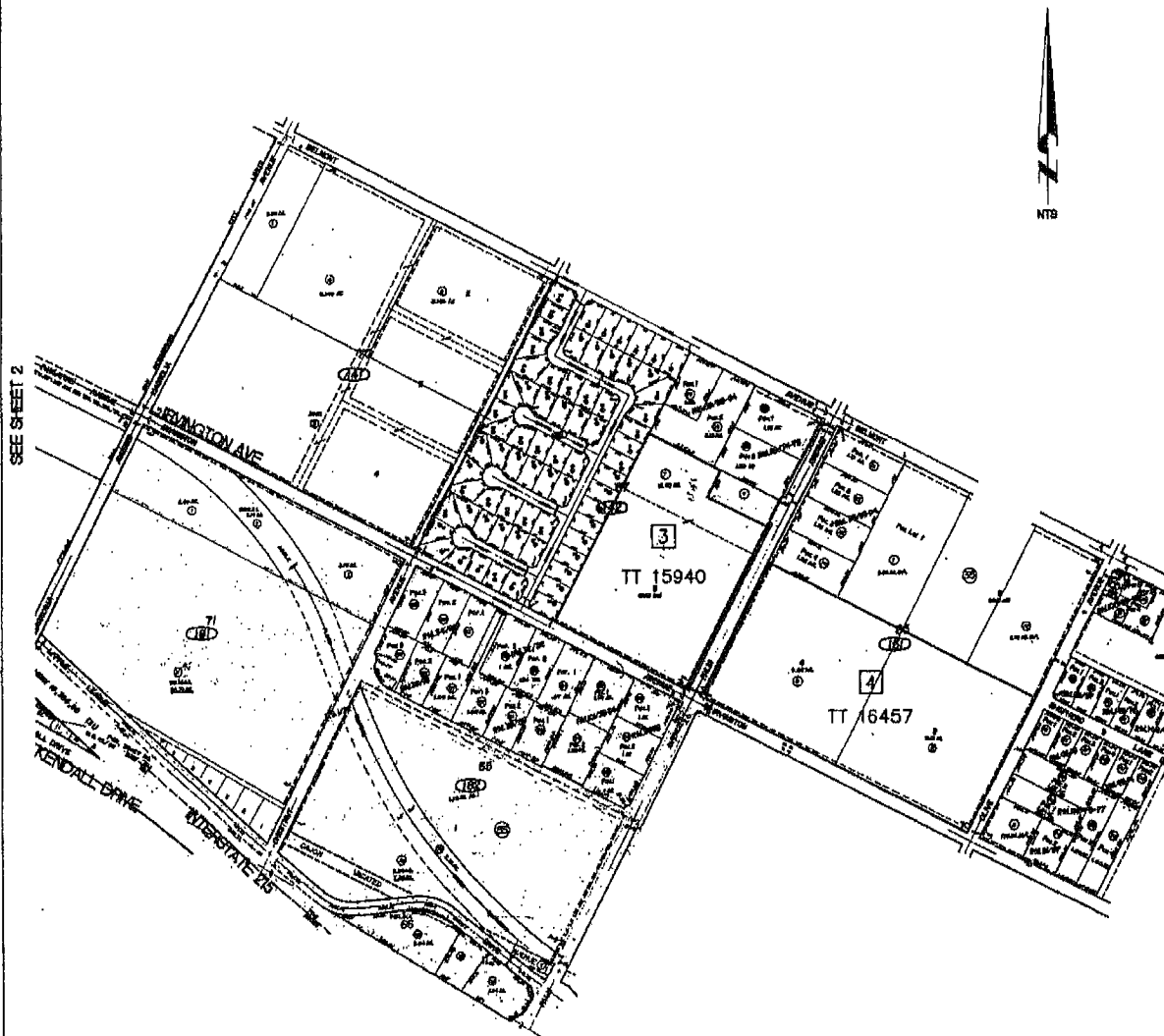
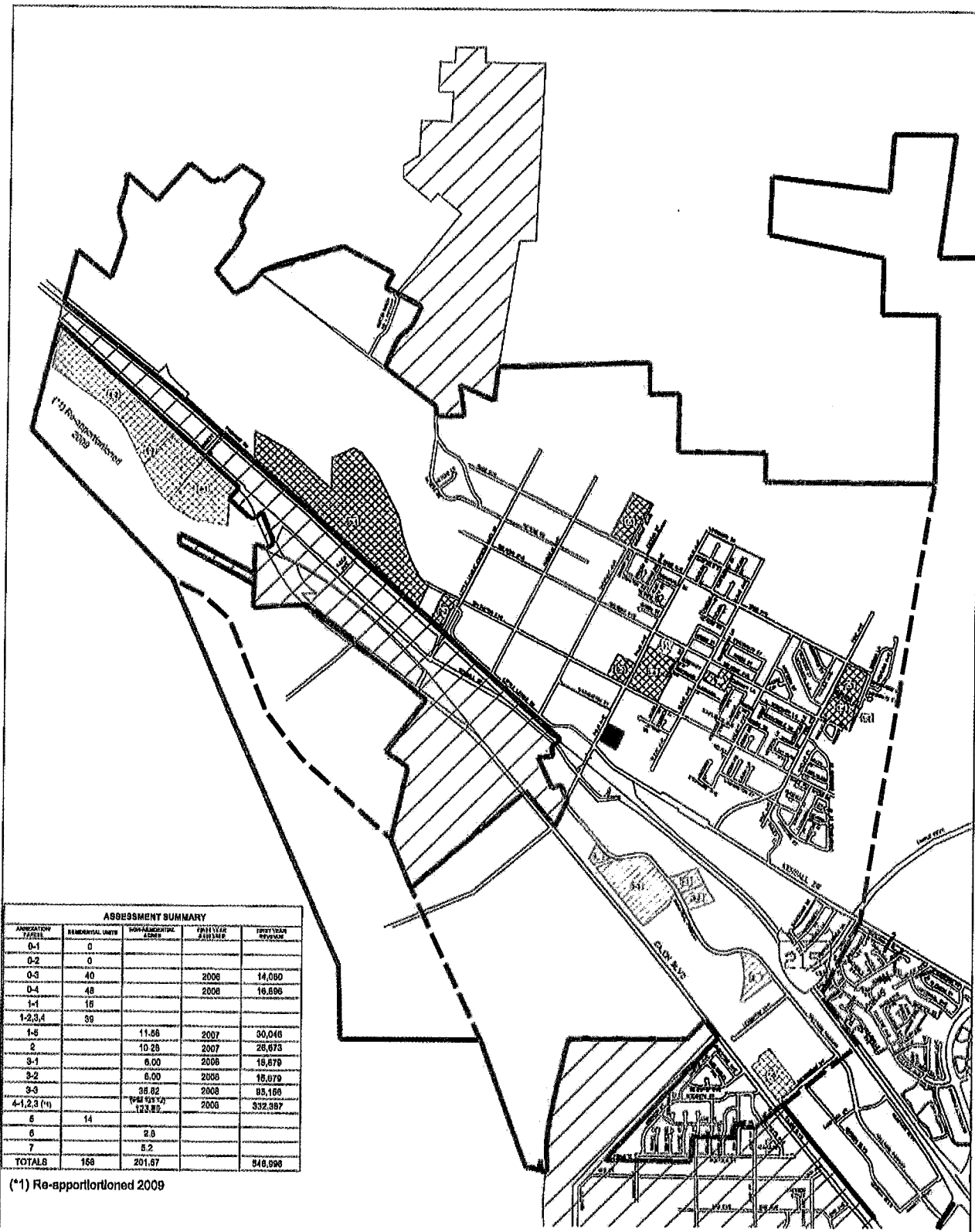


EXHIBIT "C"
COMMUNITY FACILITIES DISTRICT NO. 1033
VERDEMONT FIRE STATION
SERVICE AREA
IN THE CITY OF SAN BERNARDINO
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



DAVID EVANS
AND ASSOCIATES, INC.
800 North Harbor Avenue, Suite 200
Ontario, California 91764
Phone: 909.461.6700



ASSESSMENT SUMMARY				
ANNEXATION PARCEL	RESDENTIAL UNITS	NON-RESIDENTIAL SQUARE FEET	FIRST YEAR ASSESSMENT	FIRST YEAR REVENUE
0-1	0			
0-2	0			
0-3	40		2006	14,080
0-4	48		2006	16,896
1-1	16			
1-2,3,4	39			
1-5		11.66	2007	30,046
2		10.28	2007	26,673
3-1		6.00	2006	16,679
3-2		6.00	2006	16,679
3-3		36.82	2006	93,166
4-1,2,3 (*)		123.89	2006	332,987
5	14			
6		2.9		
7		5.2		
TOTALS	169	201.67		546,996

(*) Re-apportioned 2009

LEGEND:

- SAN BERNARDINO CITY BOUNDARY
- VERDEMONT FIRE STATION SERVICE AREA
- UN-INCORPORATED TERRITORY WITHIN THE SPHERE OF INFLUENCE OF THE CITY OF SAN BERNARDINO
- VERDEMONT FIRE STATION
- RESIDENTIAL DEVELOPMENT ANNEXATIONS
- INDUSTRIAL / COMMERCIAL & OTHER NON-RESIDENTIAL DEVELOPMENT ANNEXATIONS
- ANNEXATION # - PARCEL #, (0=ORIGINAL CFD)

CITY OF SAN BERNARDINO DEVELOPMENT SERVICES REAL PROPERTY SECTION

MAP OF COMMUNITY FACILITIES DISTRICT NO. 1033 SERVICE AREA — VERDEMONT FIRE STATION AND ANNEXATIONS TO CFD 1033



Created by:
László Fogassy
Date last revised
09/06/2011

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WHEREAS, by Resolution No. 2004-103, the Mayor and Common Council of the City of San Bernardino approved goals and policies for use of Community Facilities Districts pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 (commencing with Section 53311) of the California Government Code; and

WHEREAS, by Resolution No. 2004-210, the Mayor and Common Council established the formation of Community Facilities District No. 1033 for a portion of the operations and maintenance costs of the Verdemont Fire Station; and

WHEREAS, Resolution No. 2004-304, validated the Special Landowner Election

1 conducted within Community Facilities District No. 1033 and authorized the levy of a Special
2 Tax at the Rate and Method as specified in said Resolution No. 2004-210; and

3 **WHEREAS**, Resolution No. 2007-153 (Annexation No. 1), and Resolution No. 2007-
4 335 (Annexation No. 2) , and Resolution No. 2007-460 (Annexation No. 3), and Resolution
5 No. 2007-489 (Annexation No. 4), and Resolution No. 2008-67 (Annexation No. 5), and
6 Resolution No. 2008-163 (Annexation No. 6), and Resolution No. 2009-17 (Annexation No. 7)
7 validated the Special Landowner Elections conducted within Community Facilities District No.
8 1033 for the additional parcels of land annexed to the District as set forth herein and authorized
9 the levy of a Special Tax at the Rate and Method as specified in said Resolution No. 2004-210;
10 and
11

12 **WHEREAS**, as a result of the application for, and approval of building permit(s)
13 issued by the City of San Bernardino, certain lots or parcels of real property within the District
14 are now subject to the Special Tax Levy; and
15

16 **WHEREAS**, an Assessment Roll has been prepared totaling \$871,217.27, which sets
17 forth the individual assessments to be levied on each certain parcel of land within Community
18 Facilities District No. 1033 for the fiscal year 2015/2016.
19

20 **BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE**
21 **CITY OF SAN BERNARDINO AS FOLLOWS:**

22 **SECTION 1.** That the Mayor and Common Council do hereby find and determine that
23 the assessments as set forth on said Assessment Roll No. 1033 comply with the procedural
24 requirements of Article XIII D of the California Constitution without the necessity of following
25 the assessment ballot procedures as set forth therein.
26

27 **SECTION 2.** That the Mayor and Common Council do hereby find and determine
28

1 that the proportionate costs to be levied against certain parcels of land within Community
2 Facilities District No. 1033 are correctly set forth on Assessment Roll No. 1033, for the fiscal
3 year 2015/2016, on file in the office of the City Clerk of the City of San Bernardino, and do
4 hereby confirm said assessments.
5

6 **SECTION 3.** That the City Clerk is directed to cause a copy of this Resolution to be
7 transmitted to the Office of the Auditor-Controller for the County of San Bernardino with the
8 request that the individual assessments be placed on the subject 2015/2016 property tax bills for
9 collection together with all other property taxes.

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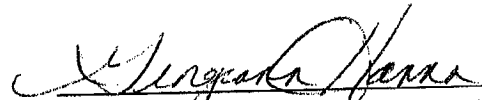
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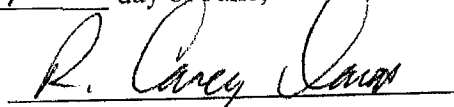
1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN
2 BERNARDINO CONFIRMING THE 2015/2016 SPECIAL TAX FOR CERTAIN
3 PARCELS OF REAL PROPERTY WITHIN COMMUNITY FACILITIES DISTRICT
4 NO. 1033 FOR A PORTION OF THE OPERATION AND MAINTENANCE COSTS OF
5 THE VERDEMONT FIRE STATION.

6 I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Mayor and
7 Common Council of the City of San Bernardino at a joint regular meeting thereof, held on the
8 15th day of June, 2015, by the following vote, to wit:

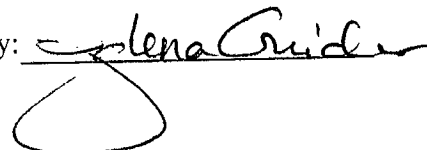
9 Council Members:	AYES	NAYS	ABSTAIN	ABSENT
10 MARQUEZ	<u>X</u>	_____	_____	_____
11 BARRIOS	<u>X</u>	_____	_____	_____
12 VALDIVIA	<u>X</u>	_____	_____	_____
13 SHORETT	<u>X</u>	_____	_____	_____
14 NICKEL	<u>X</u>	_____	_____	_____
15 JOHNSON	<u>X</u>	_____	_____	_____
16 MULVIHILL	<u>X</u>	_____	_____	_____

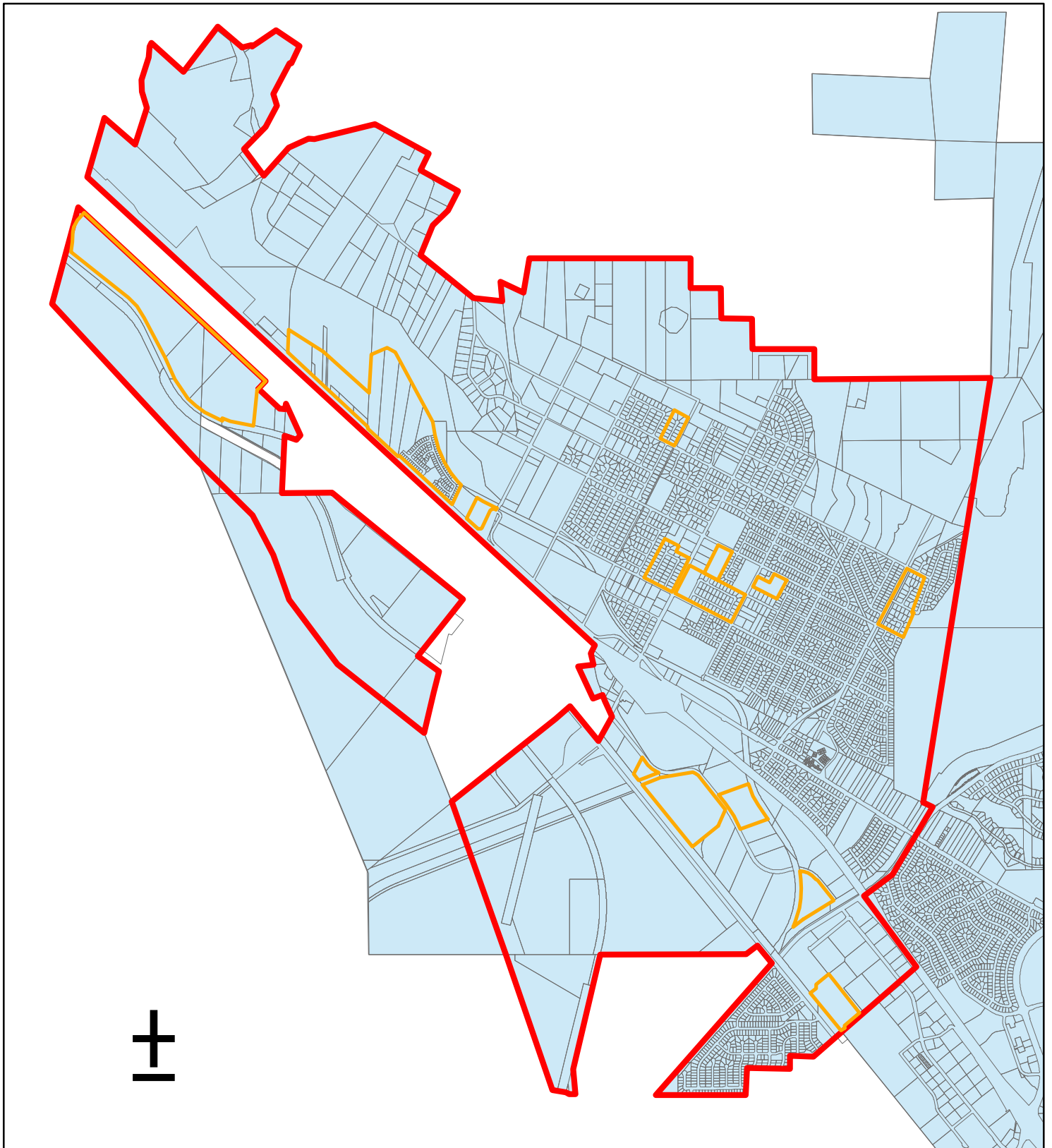
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20 
21 Georgeanna Hanna, CMC, City Clerk

22 The foregoing resolution is hereby approved this 18th day of June, 2015.

23
24 
25 R. CAREY DAVIS, Mayor
26 City of San Bernardino



27 Approved as to form:
28 GARY D. SAENZ, City Attorney



By: 

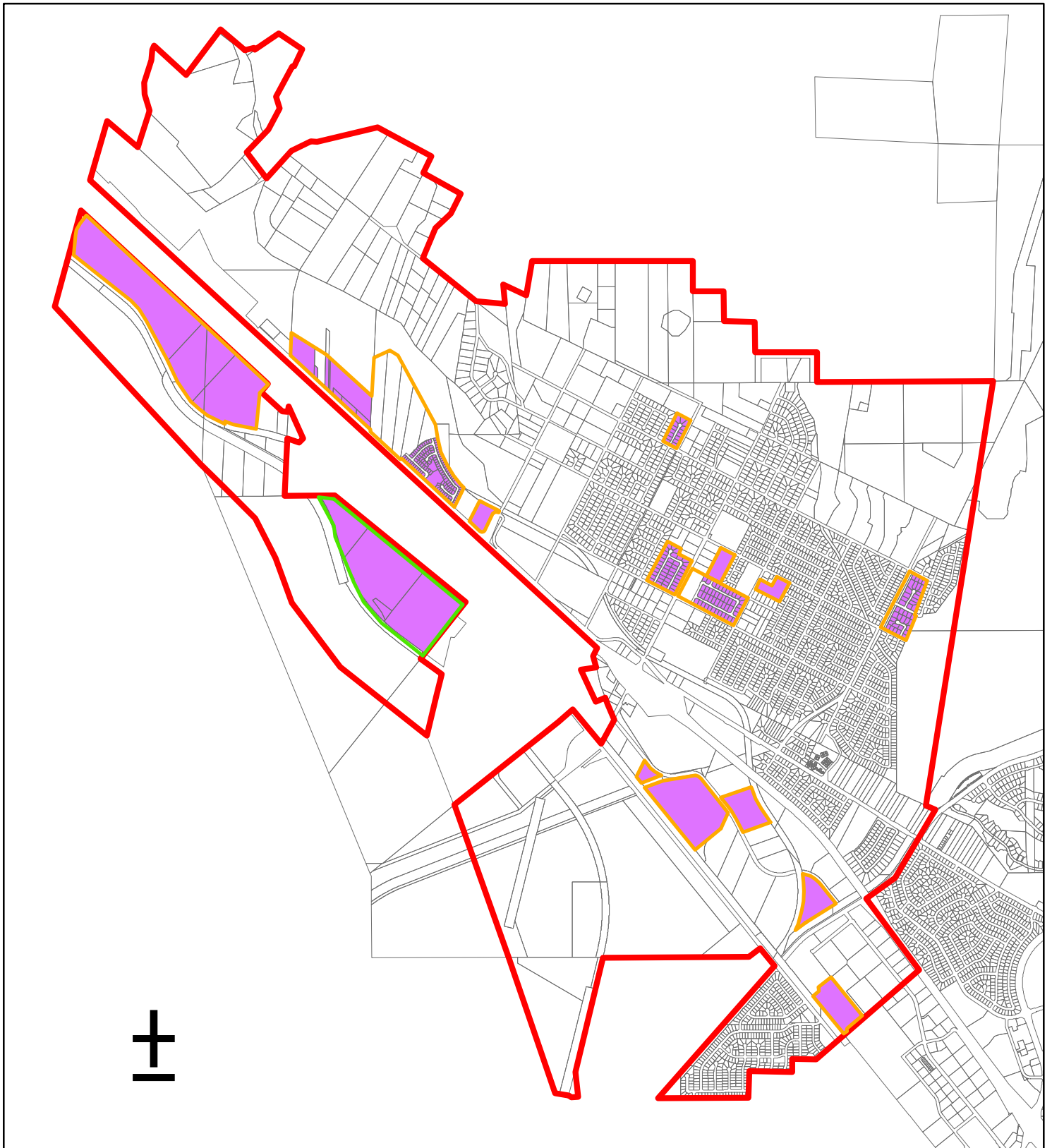


CITY OF SAN BERNARDINO CFD #1033 (Verdemont Fire Station)

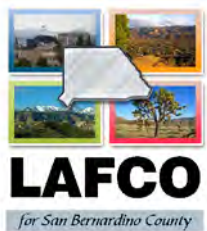







-  Verdemont Service Area
-  Annexation Areas (09/06/2011)

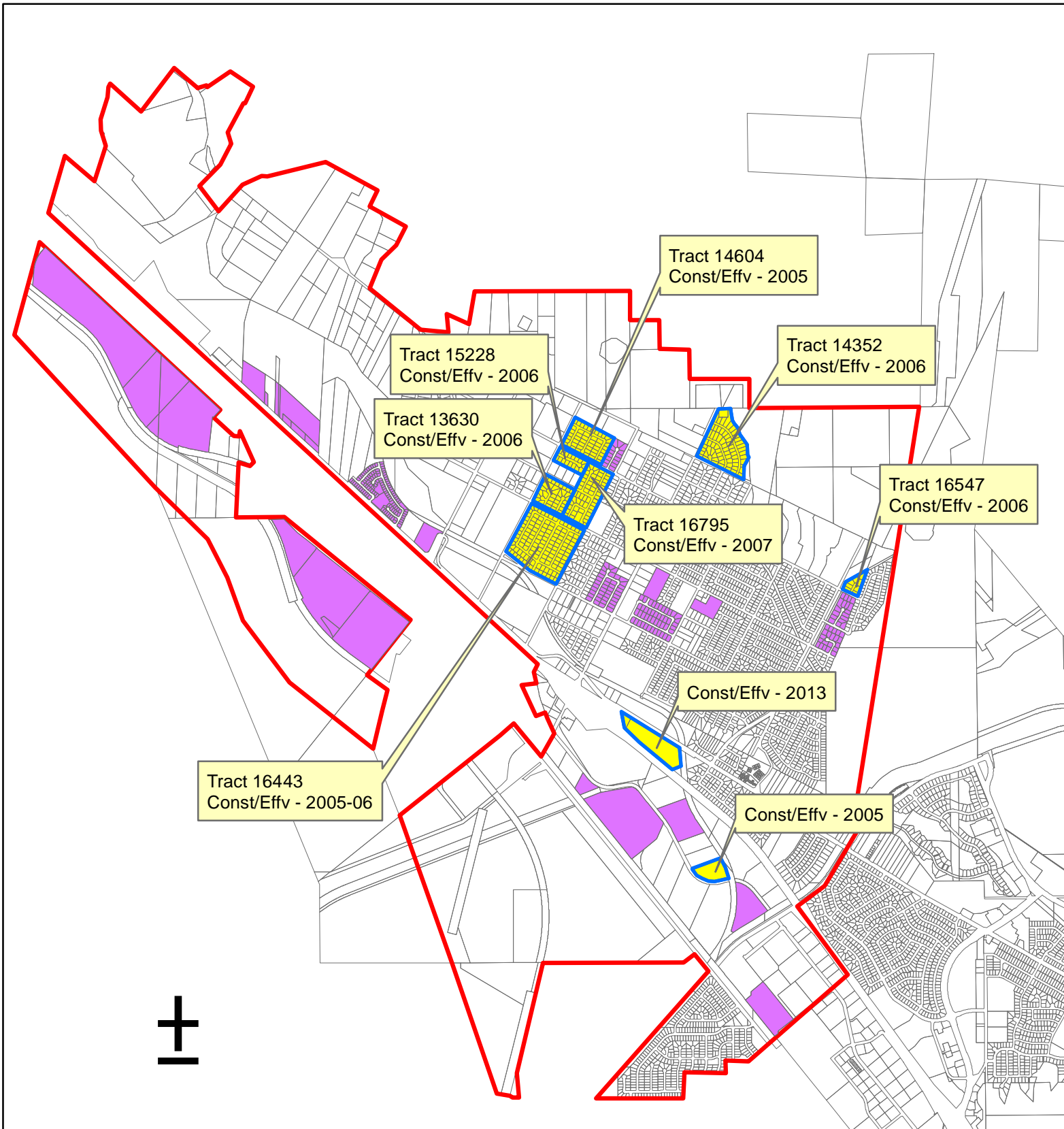
-  City of San Bernardino
-  Parcel Boundaries



CITY OF SAN BERNARDINO CFD #1033 (Verdemont Fire Station)



- | | |
|--|--|
|  Verdemont Service Area |  Annexation Data Not Provided |
|  Annexation Areas (09/06/2011) |  Parcel Boundaries |
|  Parcels Currently Assessed (284) | |



CITY OF SAN BERNARDINO CFD #1033 (Verdemont Fire Station)



Verdemont Service Area



Parcels Currently Assessed (284)



Post CDF Developed Parcels



Parcel Boundaries

**Contracts To Be Terminated by
the City of San Bernardino**

Attachment 7

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RESOLUTION NO. 2014-327

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF CONSULTANT SERVICES AGREEMENTS WITH WILLDAN AND CSG CONSULTANTS, INC. FOR PLAN REVIEW, INSPECTION, STORMWATER MANAGEMENT, FIRE AND LIFE SAFETY PLAN REVIEW, BUILDING OFFICIAL, AND COUNTER SERVICES.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized and directed to execute Consultant Services Agreements with Willdan for plan review, inspection, stormwater management, fire and life safety plan review, building official, and counter services; and with CSG Consultants, Inc. for plan review, inspection, stormwater management, fire and life safety plan review, and counter services; copies of which are attached hereto as Attachments "A" and "B" respectively, and incorporated herein.

SECTION 2. The Director of Finance is hereby authorized to issue a purchase order for services related to Community Development to Willdan and CSG Consultants, Inc., per Specification No. F-14-41 for a total of \$355,600 in aggregate, with provisions for three single year renewal options.

SECTION 3. The Director of Finance is hereby authorized to issue a purchase order for Fire and Life Safety Plan Review Services to Willdan and CSG Consultants, Inc., per Specification No. F-14-41 for a total of \$120,000 in aggregate, with provisions for three single year renewal options.

SECTION 4. The authorization to execute the above-referenced agreements is rescinded if the agreements are not executed and returned to the Office of the City Clerk within sixty (60) days following the effective date of this Resolution.

RECEIVED: San Bernardino


DEC 2 2014

City Fire-Administration

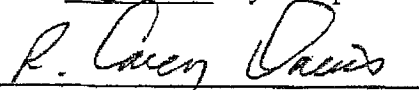
1
2 **RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN**
3 **BERNARDINO AUTHORIZING THE EXECUTION OF CONSULTANT SERVICES**
4 **AGREEMENTS WITH WILL DAN AND CSG CONSULTANTS, INC. FOR PLAN**
5 **REVIEW, INSPECTION, STORMWATER MANAGEMENT, FIRE AND LIFE**
6 **SAFETY PLAN REVIEW, BUILDING OFFICIAL, AND COUNTER SERVICES.**

7 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
8 Common Council of the City of San Bernardino at a joint regular meeting thereof, held on the
9 2nd day of September, 2014, by the following vote, to wit:

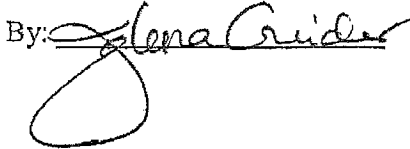
Council Members:	AYES	NAYS	ABSTAIN	ABSENT
10 MARQUEZ	<u>X</u>	_____	_____	_____
11 BARRIOS	<u>X</u>	_____	_____	_____
12 VALDIVIA	<u>X</u>	_____	_____	_____
13 SHORETT	<u>X</u>	_____	_____	_____
14 NICKEL	<u>X</u>	_____	_____	_____
15 JOHNSON	<u>X</u>	_____	_____	_____
16 MULVIHILL	<u>X</u>	_____	_____	_____

17
18 
19 Georgann Hanna, City Clerk

20 The foregoing resolution is hereby approved this 5th day of September, 2014.

21 
22 R. Carey Davis, Mayor
23 City of San Bernardino

24 Approved as to form:
25 Gary D. Saenz, City Attorney

By: 

RECEIVED: San Bernardino

DEC 2 2014
City Fire-Administration

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RESOLUTION NO. 2014-366

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF AN AMENDED CONSULTANT SERVICES AGREEMENT WITH WILL DAN ENGINEERING FOR PLAN REVIEW, INSPECTION, STORMWATER MANAGEMENT, FIRE AND LIFE SAFETY PLAN REVIEW, BUILDING OFFICIAL, AND COUNTER SERVICES.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized and directed to execute an amended Consultant Services Agreement with Willdan Engineering for plan review, inspection, stormwater management, fire and life safety plan review, building official, and counter services; a copy of which is attached hereto as Attachment "A" and incorporated herein.

SECTION 2. All provisions of Resolution 2014-327 shall remain in effect.

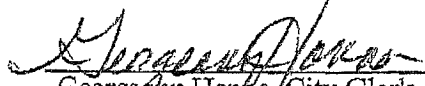
SECTION 3. The authorization to execute the above-referenced agreements is rescinded if the agreements are not executed and returned to the Office of the City Clerk within sixty (60) days following the effective date of this Resolution.

RECEIVED: San Bernardino
DEC 2 2014
City Fire-Administration

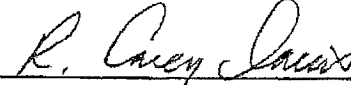
1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN
2 BERNARDINO AUTHORIZING THE EXECUTION OF AN AMENDED
3 CONSULTANT SERVICES AGREEMENT WITH WILL DAN ENGINEERING FOR
4 PLAN REVIEW, INSPECTION, STORMWATER MANAGEMENT, FIRE AND LIFE
5 SAFETY PLAN REVIEW, BUILDING OFFICIAL, AND COUNTER SERVICES.

6 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
7 Common Council of the City of San Bernardino at a joint regular meeting thereof, held on the
8 20th day of October, 2014, by the following vote, to wit:

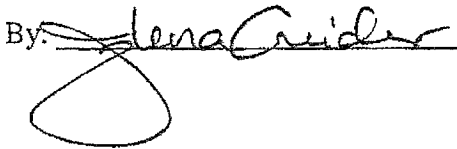
Council Members:	AYES	NAYS	ABSTAIN	ABSENT
MARQUEZ	<u>X</u>	_____	_____	_____
BARRIOS	<u>X</u>	_____	_____	_____
VALDIVIA	<u>X</u>	_____	_____	_____
SHORETT	<u>X</u>	_____	_____	_____
NICKEL	<u>X</u>	_____	_____	_____
JOHNSON	<u>X</u>	_____	_____	_____
MULVIHILL	<u>X</u>	_____	_____	_____

17 
18 Georgeann Hanna, City Clerk

19 The foregoing resolution is hereby approved this 23rd day of October, 2014.

20 
21 R. Carey Davis, Mayor
22 City of San Bernardino

23 Approved as to form:
24 Gary D. Saenz, City Attorney

25 By: 

RECEIVED: San Bernardino
DEC 2 2014
City Fire-Administration

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of October, 2014 ("Effective Date"), by and between the CITY OF SAN BERNARDINO, a charter city ("CITY"), and Willdan Engineering ("CONSULTANT").

WITNESSETH:

A. WHEREAS, CITY proposes to have CONSULTANT perform the services described herein below; and

B. WHEREAS, CONSULTANT represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, CITY and CONSULTANT desire to contract for plan review, inspection, stormwater management, fire and life safety plan review, building official, and counter services; and

D. WHEREAS, no official or employee of CITY has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. For the remuneration stipulated, CONSULTANT shall provide plan review, inspection, stormwater management, fire and life safety plan review, building official, and counter services described in RFP F-14-41 and the Scope of Services attached hereto as Exhibit "1" and incorporated herein by this reference. If a conflict arises between the Scope of Services and this Professional Services Agreement (hereinafter "Agreement"), the terms of the Agreement shall govern.

1.2. Professional Practices. All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by skilled personnel and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. CONSULTANT also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise CITY of any changes in any laws that may affect CONSULTANT's performance of this Agreement. CONSULTANT further represents that no CITY employee will provide any services under this Agreement.

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1.3. Warranty. CONSULTANT warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. CONSULTANT shall indemnify and hold harmless CITY from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including reasonable attorneys' fees and costs, presented, brought, or recovered against CITY for, or on account of any liability under any of the above-mentioned laws, arising from or related to CONSULTANT's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, CONSULTANT shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. CONSULTANT acknowledges that CITY may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of CITY. CONSULTANT may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at CONSULTANT's sole cost and expense.

1.7. Conflicts of Interest. During the term of this Agreement, CONSULTANT shall at all times maintain a duty of loyalty and a fiduciary duty as to the CITY and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the CITY.

1.8. CITY Business Certificate. CONSULTANT shall obtain and maintain during the term of this Agreement, a valid CITY Business Registration Certificate pursuant to Title 5 of the City of San Bernardino Municipal Code and any and all other licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required of CONSULTANT to practice its profession, skill or business.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Over the term of this Agreement, CONSULTANT shall be paid for such services in accordance with the specifications contained in RFP F-14-41 and the CONSULTANT's Cost/Price Form contained in Exhibit "1".

2.2. Additional Services. CONSULTANT shall not receive compensation for any services provided outside the Scope of Services unless the CITY, prior to CONSULTANT performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. CONSULTANT may submit invoices to CITY for approval. Said invoice shall be based on the total of all CONSULTANT's services which have been completed to CITY's sole satisfaction. CITY shall pay CONSULTANT's invoice within forty-five (45) days from the date CITY receives said invoice. The invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of CONSULTANT's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to CITY for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TERM AND NOTIFICATION.

3.1. Term. This Agreement shall commence on the Effective Date and continue through September 30, 2017, unless the Agreement is previously terminated as provided for herein. There may be two (2) one-year extensions upon mutual agreement of the parties not to exceed maximum compensation stated in Section 2.1.

3.2. Termination. CITY or CONSULTANT may terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of termination, CONSULTANT shall be paid the reasonable value of services rendered to the date of termination.

3.3. Documents. In the event of termination of this Agreement, all documents prepared by CONSULTANT in its performance of this Agreement shall be delivered to the CITY within ten (10) days of delivery of termination notice to CONSULTANT, at no cost to CITY. Any use of uncompleted documents without specific written authorization from CONSULTANT shall be at CITY's sole risk and without liability or legal expense to CONSULTANT.

4.0. INSURANCE

4.1. Minimum Scope and Limits of Insurance. CONSULTANT shall obtain and

maintain during the term of this Agreement all of the following insurance coverages:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.

4.2. Endorsements. The commercial general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of San Bernardino and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to CONSULTANT'S performance under this contract."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, until thirty (30) days after written notice is given to CITY, ten (10) days notice if cancellation is due to nonpayment of premium."
- (c) Other insurance: "Any other insurance maintained by the City of San Bernardino shall be excess and not contributing with the insurance provided by this policy."

4.3. Certificates of Insurance. CONSULTANT shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement.

4.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CONSULTANT may be held responsible for payments of damages to persons or property.

5.0. GENERAL PROVISIONS

5.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

5.2. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Willdan Engineering
650 Hospitality Lane Suite 250
San Bernardino, CA 92408
Telephone: (909) 386-0204
Facsimile: (909) 888-5107

IF TO CITY:

City Manager
300 North "D" Street
San Bernardino, CA 92418
Telephone: (909) 384-5122
Facsimile: (909) 384-5138

5.3. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary and expenses of the City Attorney and members of his office in enforcing this contract on behalf of the CITY shall be considered as "attorneys' fees" for the purposes of this Agreement.

5.4. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in San Bernardino County, California.

5.5. Assignment. CONSULTANT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of CONSULTANT's interest in this Agreement without CITY's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of CITY's consent, no subletting or assignment shall release CONSULTANT of CONSULTANT's obligation to perform all other obligations to be performed by CONSULTANT hereunder for the term of this Agreement.

5.6. Indemnification and Hold Harmless. CONSULTANT shall protect, defend, indemnify and hold harmless CITY and its elected and appointed officials, boards, commissions, officers, attorneys, agents and employees from any and all claims, losses, demands, suits, administrative actions, penalties, liabilities and expenses, including reasonable attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not limited to, all civil claims or workers' compensation claims arising from or in any way related to CONSULTANT's negligence, recklessness or willful misconduct in its performance under this Agreement, except when caused solely by the CITY's negligence.

5.7. Independent Contractor. CONSULTANT, at all times while performing under this Agreement, is and shall be acting at all times as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall secure, at its expense, and be responsible for any and all payment of wages, benefits and taxes including, but not limited to, Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for CONSULTANT and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Neither CONSULTANT nor its officers, agents and employees shall be entitled to receive any benefits which employees of CITY are entitled to receive and shall not be entitled to workers' compensation insurance, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or social security on account of CONSULTANT and its officers', agents' and employees' work for the CITY. This Agreement does not create the relationship of agent, servant, employee partnership or joint venture between the CITY and CONSULTANT.

5.8 Conflict of Interest Disclosure. CONSULTANT or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will have a foreseeable financial effect on such interest.

CONSULTANT shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for termination of the Agreement by CITY.

5.9. Responsibility for Errors. CONSULTANT shall be responsible for its work and results under this Agreement. CONSULTANT, when requested, shall furnish clarification and/or explanation as may be required by the CITY's representative, regarding any services rendered under this Agreement at no additional cost to CITY. In the event that an error or omission attributable to CONSULTANT occurs, then CONSULTANT shall, at no cost to CITY, provide all other CONSULTANT professional services necessary to rectify and correct the matter to the sole satisfaction of CITY and to participate in any meeting required with regard to the correction.

5.10. Prohibited Employment. CONSULTANT shall not employ any current employee of CITY to perform the work under this Agreement while this Agreement is in effect.

5.11. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

5.12. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of CITY and CONSULTANT and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

5.13. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or

accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

5.14. Amendments. Only a writing executed by all of the parties hereto or their respective successors and assigns may amend this Agreement.

5.15. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

5.16. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

5.17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

5.18. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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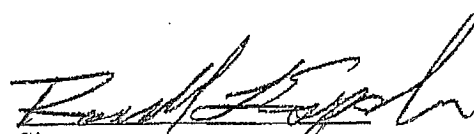
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF SAN BERNARDINO,
A Municipal Corporation

WILLDAN ENGINEERING,
CONSULTANT



Allen Parker, City Manager



Signature

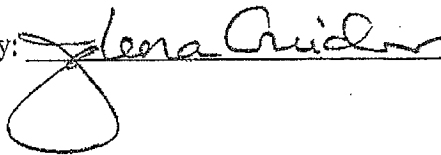
Ronald L. Espalin
Name and Title : Director, Building & Safety
Service

ATTEST:



Georgeann Hanna, City Clerk

APPROVED AS TO FORM:
Gary D. Saenz,
City Attorney

By: 

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PROFESSIONAL SERVICES AGREEMENT FOR
EMS MEDICAL DIRECTOR

THIS AGREEMENT is made and entered into this 1st day of July, 2013 ("Effective Date"), by and between the CITY OF SAN BERNARDINO ("City"), and DEBBIE BERVEL, M.D. ("Contractor").

WITNESSETH:

WHEREAS, City has a need for an EMS Medical Director for the Fire Department; and

WHEREAS, Contractor has that degree of specialized expertise and ability to perform the services herein contemplated,

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide overall medical direction and oversight for the Fire Department's EMS operations, to include reviewing and establishing standards for patient care, documentation, EMS equipment, and dispatch procedures; reviewing and evaluating the medical qualifications and performance of department personnel; overseeing the department's EMS Quality Improvement program; maintaining a liaison with the local medical community and state and local EMS agencies; assisting in the EMS Continuing Education training program; and authorizing the purchasing and oversight of controlled substances. Additionally, the Contractor will assist with the occupational infectious disease exposure program, inspect the Department's EMS equipment for compliance with state and local regulations and protocols, and provide medical duties within the ICS Medical Unit during extended incidents.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that she is familiar with all laws that may affect her performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

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1.3. Warranty. Contractor warrants that she shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.4. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid the amount of \$18,000 for each twelve months of service.

2.2. Method of Billing. Contractor may submit a monthly invoice to City. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice.

3.0. TERM AND TERMINATION

3.1. Term. The term of this Agreement shall be from July 1st 2013 through June 30, 2014, plus two single year options. The price upon the exercise of an option shall not exceed the price set forth herein. Option year(s) shall become effective only upon issuance by the City of a duly authorized Purchase Order. This Agreement is subject to termination by either party upon thirty (30) days' written notice to the other. The terms of this agreement shall remain in force unless mutually amended.

3.2. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.0. INDEMNIFICATION

4.1. Indemnification: Contractor shall indemnify, defend and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, arising from or related to Contractor's performance under this

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Agreement, except that no such duty to indemnify, defend and hold harmless shall apply where injury to person or property is caused by the City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City shall be considered as "attorney's fees" for the purposes of this paragraph.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. During the term of this Agreement, Contractor shall maintain in effect policies of comprehensive public, general, and automobile liability insurance, in the amount of \$1,000,000 combined single limit and worker's compensation coverage as required by the State of California, and shall file copies of said policies with the City's Risk Manager prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten (10) days' written notification to the City if said policies are terminated or materially altered.

5.2. EMS Medical Directors' Professional Liability Insurance. During the term of this agreement, Contractor shall maintain in effect EMS Medical Directors' professional liability insurance in the amount of \$1,000,000 per claim/\$3,000,000 aggregate, and shall file copies of said policies with the City's Risk Manager prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten (10) days' written notification to the City if said policies are terminated or materially altered.

5.3. Tail coverage. At the conclusion of Contractor's services for City, Contractor shall purchase tail insurance for a minimum of one year. City shall reimburse Contractor for the cost of one year's premium for said insurance in an amount not to exceed \$1,500.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City's Fire Chief or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

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6.3. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Debbie Bervel, M.D.
30161 Centro Vista
Highland, CA 92346
Tel: (909) 307-9673
Cell: (909) 534-3424
e-mail: DBervel@verizon.net

IF TO CITY:

George Avery, Fire Chief
City of San Bernardino Fire Department
200 East Third Street
San Bernardino, CA 92408
Tel: 909-384-5286
e-mail: Avery_Ge@SBCity.org

6.4. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary and expenses of the City Attorney and members of his office in enforcing this contract on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

6.5. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in San Bernardino County, California.

6.6. Non-Discrimination: In the performance of this Agreement and in the hiring and recruitment of employees, Contractor shall not discriminate on the basis of race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law.

6.7. Independent Contractor: Contractor shall perform work tasks as directed by the Fire Chief, but for all intents and purposes Contractor, at all times while performing under this Agreement, is and shall be acting as an independent contractor and not as an agent or employee of City.

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6.8. Public Records Act Disclosure: Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as personal medical records.

6.9. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.10. Amendments: Only a writing executed by all of the parties hereto or their respective successors and assigns may amend this Agreement.

6.11. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.


6.12. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF SAN BERNARDINO

CONTRACTOR


Allen J. Parker, City Manager


Debbie Bervel, M.D.

APPROVED AS TO FORM:

JAMES F. PENMAN, City Attorney

By: 

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Professional Services Agreement

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CITY OF SAN BERNARDINO - REQUEST FOR COUNCIL ACTION

From: Michael J. Conrad, Deputy Chief **Subject:** Authorize the Director of Finance to amend the FY 2007-2008 Fire Department Budget to fund training materials and equipment from additional revenues received from the Rancho Santiago Community College District agreement.

Dept: Fire

Date: February 27, 2008 **MC/C Meeting Date:** March 17, 2008

Synopsis of Previous Council Action:

09/06/05 Resolution #2005-301 authorizing the Fire Department to enter into an interagency instructional services agreement with Rancho Santiago Community College District to provide fire personnel training.

07/10/06 Resolution #2006-241 authorizing the Fire Department to enter into a new standard interagency instructional services agreement with Rancho Santiago Community College District to provide fire personnel training.

RECOMMENDATION:

Authorize the Finance Director to amend the FY 2007-2008 Adopted Budget and increase General Fund revenue number account 001-000-4708 (Fire Training Agreement) by \$4,800 from \$57,800 to a new total of \$62,600; and to incorporate the expenditures in the amount of \$4,800 associated with this agreement into the FY 2007-2008 Fire Department Budget, in accordance with this staff report.

Michael J. Connel
Signature

Contact Person: Michael J. Conrad, Deputy Chief Phone: (909) 384-5286

Supporting data attached: Staff Report, Resolution, and Agreement Ward: Citywide

FUNDING REQUIREMENTS: Amount: \$ _____

Source: (Acct No.) _____
(Acct Descr.) _____

Finance: _____

Council Notes: _____

Agenda Item No. 14

STAFF REPORT

Subject:

Authorize the Director of Finance to amend the FY 2007-2008 Fire Department Budget to fund training materials and equipment from additional revenues received from the Rancho Santiago Community College District agreement.

Background:

On September 6, 2005, the Mayor and Common Council authorized the execution of an instructional services agreement with Rancho Santiago Community College District (RSCCD) to provide fire personnel training. The agreement allows us to enter into a cost sharing/reimbursement agreement with RSCCD. The State reimburses RSCCD for every hour that fire personnel participate in fire-related education. RSCCD in turn shares reimbursement funds from the State with the City of San Bernardino for time spent receiving on the job training

On July 10, 2006, the Mayor and Common Council authorized the execution of a new instructional services agreement with RSCCD. The agreement was required to formalize the increase in rate from \$2.50 to \$3.00 for each validated training hour the Fire Department submitted. The agreement was for a five-year agreement, July 1, 2006 through July 1, 2011.

On January 22, 2008, the RSCCD Board of Trustees approved a new instructional agreement between the City of San Bernardino and RSCCD (attachment A). In the new agreement signed by both parties in January of this year, RSCCD has agreed to compensate the city at a new increased rate from \$3.00 to \$3.50 per validated training hours. All terms and conditions will remain the same and the agreement shall be effective until terminated by written notice of either party. Either party is authorized to cancel or terminate the agreement without cause upon 30 days prior written notice given to the other party.

Financial Impact:

There is no net cost. The estimated additional revenue from this new agreement for FY 2007-2008 is \$4,800 (February 2008-June 2008). \$57,800 in revenue was included in the FY 2007-2008 Final Budget. A budget amendment increasing the revenue by \$4,800 from \$57,800 to a new total of \$62,600 is needed to reflect the new agreement revenue amount.

In addition, the Fire Department is requesting that the additional funds (\$4,800) generated from this agreement be appropriated to account number 001-202-5111 (Materials and Supplies) for training equipment. Training material (i.e. textbooks, booklets, testing materials) and equipment (i.e. electronic visual equipment, easel board, dry eraser board, etc.) is to refurbish the classroom at the airport training center.

Recommendation:

Authorize the Finance Director to amend the FY 2007-2008 Adopted Budget and increase General Fund revenue number account 001-000-4708 (Fire Training Agreement) by \$4,800 from \$57,800 to a new total of \$62,600; and to incorporate the expenditures in the amount of \$4,800 associated with this agreement into the FY 2007-2008 Fire Department Budget, in accordance with this staff report.

14. Authorize the Director of Finance to amend the FY 2007-2008 Fire Department Budget to fund training materials and equipment from additional revenues received from the Rancho Santiago Community College District Agreement. (See Attached)

Approved

MOTION: That the Director of Finance be authorized to amend the FY 2007/08 adopted budget and increase General Fund revenue Account No. 001-000-4708 (Fire Training Agreement) by \$4,800 from \$57,800 to a new total of \$62,600; and to incorporate the expenditures in the amount of \$4,800 associated with this agreement into the FY 2007/08 Fire Department budget, in accordance with the staff report, dated February 27, 2008, from Fire Chief Michael Conrad.

XX

Parks, Recreation & Community Services

15. Resolution of the Mayor and Common Council of the City of San Bernardino authorizing the City Manager to execute Amendment No. 5 to Contract 02-1166 A-5 with the County of San Bernardino Public Health Department, accepting the proposal amount of \$55,000 for the period of July 1, 2007 through June 30, 2008, and ratifying any action taken between July 1, 2007, and the date that this resolution is adopted. (See Attached) (Cost to City - \$55,000 from Grant Mentoring Program Funds.) (Resolution not available at time of printing.)

All Wards

No Action Taken

MOTION: That said resolution be adopted.

Approved

MOTION: That the matter be referred to the Grants Ad Hoc Committee.

XX

Police

16. Resolution of the Mayor and Common Council of the City of San Bernardino ratifying the submittal of an application by the Police Department to apply for and accept a Selective Traffic Enforcement Program (STEP) Grant from the State of California Office of Traffic Safety (OTS) in the amount of \$197,748. (See Attached) (No Cost to City.)

All Wards

Approved

MOTION: That said resolution be adopted.

Adopted 2008-77

INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 22 day of January 2008, by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706 ("District") and the City of San Bernardino, Ca ("Agency").

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the District desires to contract with the Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein; and

WHEREAS, the public interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree to the following:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. Services. Agency's responsibility shall be to diligently furnish to the District the services as set forth in Attachment A, hereby incorporated into this Agreement by this reference.
2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted to the district when requested to meet reporting requirements of the State Chancellor.

B. DISTRICT'S RESPONSIBILITIES:

1. Job Market Study. Prior to establishment of this vocational or occupational training program, the District's governing board shall conduct a job market study of the labor market area and determine that the results justify the proposed vocational education program.
2. Educational Program. District is responsible for the educational program that will be conducted on site.
3. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee who has met the minimum qualifications for instruction in a vocational subject in a California community college.
4. Instructor Who Is Not a District Employee – District's Responsibilities.
Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full Time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.
5. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements in other similar courses given within the District.
6. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other

necessary materials and services that it would provide to its regular instructors on campus.

7. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the outlines of record for such courses are approved by the District's curriculum committee as meeting Title 5 course standards, and that the courses have been approved by the District's board of trustees.
8. Different Sections of Courses. District shall have procedures that insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
9. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
10. Obtaining Approval of Degree and Certificate Program Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegated authority to separately approve those courses locally.
11. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of Title 5, concerning approval by adjoining high school or community college districts and use of non-District facilities.

12. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
13. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources.

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: \$3.50 per student contact hour.
2. Invoices. The Agency shall invoice the District at intervals prescribed by the district, supplying documentation acceptable to the District of student contact hours.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public.
2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable.
3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
4. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents,

E. Equal Employment Opportunity Clause

The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on the day and year first written above.

CITY OF SAN BERNARDINO

Date _____

Signature: _____

Title: _____

X James F. Penman
James F. Penman, City Attorney

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Date 12/2/88 63

By: _____

Name: _____

Peter Hardash

Title: Vice Chancellor, Business/Fiscal Services

ATTACHMENT A
INTER-AGENCY SERVICES
TO BE PROVIDED BY:
CITY OF San Bernardino

1. **Teaching Approved Curriculum:** All student contact hours submitted by the "AGENCY" to Rancho Santiago Community College District shall be part of a course of instruction that has either been approved by the District's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the District's Chief Instructional Officer.
2. **Instructor Qualifications:** All student contact hours submitted by the "AGENCY" to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of AGENCY. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap With Other Funding Sources:** The above instructional hours are conducted as full time equivalent students (FTES) under courses through the Fire Technology Department of the District and The "AGENCY" certifies that no student contact hours will be submitted to the District which also have been or will be submitted for California Joint Apprenticeship Committee, JPTA funding or state sponsored colleges.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the AGENCY. The Agency will return properly completed enrollment forms and enrollment fees to the District. The Agency recognizes that out-of-state tuition fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by the agency and be available for review at normal business hours.
5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and the "AGENCY" and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity and include supervision and evaluation of students and student withdrawals prior to completion of a course.

6. **List of Course(s) Or Course Topics:** The District will make available to the Agency all courses listed in the course catalog and additional topics classes consistent with District standards for curriculum adoption.

7. **Services:** The District and the contract agency will insure that ancillary and support services such as counseling, guidance, and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the Districts' colleges and has met applicable pre-requisites.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Services and Technology Division**

To:	Board of Trustees	Date: January 22, 2008
Re:	Affiliation Agreement- City of San Bernardino- Fire Technology	
Action:	Request for Approval	

BACKGROUND

This is a standard inter-agency fire instructional services agreement with the City of San Bernardino. This agreement will result in registering an estimated 130+ students in a fire service curriculum and produce over 130 FTE + annually for the Fire Technology Program.

ANALYSIS

This instructional agreement amendment is administered in compliance with the guidelines issued by the State of California Community College Chancellors Office. This agreement shall be effective until terminated by the written notice of either party. It will ensure compliance with the education code of California. It has been reviewed by Dean Ed Ripley and the Santa Ana College program administrators, as well as the Contracts Specialist.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with the City of San Bernardino.

Fiscal Impact:	\$145,000.00	Board Date: January 22, 2008
Prepared by:	Ed Ripley Dean, Human Services & Technology Norman Fujimoto, Vice-President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr. Ed.D., Chancellor, RSCCD	

RESOLUTION NO. 2011-322

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO ADOPTING AMENDMENT NUMBER ONE TO THE
VENDOR SERVICE AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO
AND INTERMEDIX-ADVANCED DATA PROCESSING, INC.

WHEREAS, On June 20, 2011, the Mayor and Common Council adopted Resolution
NO. 2011-144 authorizing the City to enter into a Services Agreement with Intermedix-
Advanced Data Processing, Inc. ("ADPI") for first responder, paramedic, and membership
program fees, for the term of July 1, 2011 through December 31, 2011; and,

WHEREAS, the City of San Bernardino Fire Department has found that the use of
ADPI's services is beneficial to the City; and,

WHEREAS, the Fire Department wishes to amend the agreement to extend the term
through the end of Fiscal Year 2012/2013;

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE
CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized and directed to execute on
behalf of City Amendment Number One to the Services Agreement with Intermedix-
Advanced Data Processing, Inc., extending the term of the Agreement through the end of
Fiscal Year 2012/2013, with the option of three one-year extensions, a copy of which is
attached hereto, and incorporated herein by reference as though fully set forth at length;

SECTION 2. The Director of Finance or her designee is authorized to issue an annual
purchase order to Intermedix-Advanced Data Processing, Inc. The annual purchase order is
for two years with the option of three one-year extensions. The Annual Purchase Order shall
incorporate by reference this Resolution and Bid Specification #F-11-15 and shall be in an
amount equal to 25% of net revenue collected.

RECEIVED. Ser

City Fire-Admin

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO ADOPTING AMENDMENT NUMBER ONE TO THE
VENDOR SERVICE AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO
AND INTERMEDIX-ADVANCED DATA PROCESSING, INC.

SECTION 3. The authorization to execute the above referenced Agreement and
Annual Purchase Order is rescinded if the parties to the Agreement fail to execute it within
thirty (30) days of the passage of this Resolution.

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RECEIVED: San Bernardino

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City Fire-Administration

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO ADOPTING AMENDMENT NUMBER ONE TO THE
VENDOR SERVICE AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO
AND INTERMEDIX-ADVANCED DATA PROCESSING, INC.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor
and Common Council of the City of San Bernardino at a joint regular meeting
thereof, held on the 19th day of December, 2011, by the following vote, to wit:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
MARQUEZ	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
JENKINS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
BRINKER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SHORETT	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
KELLEY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
JOHNSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
MCCAMMACK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Rachel G. Clark
Rachel G. Clark, CMC, City Clerk

The foregoing resolution is hereby approved this 20th day of December, 2011.

Patrick J. Morris
Patrick J. Morris, Mayor
City of San Bernardino

Approved as to form:
JAMES F. PENMAN,
City Attorney

By: M. Penman

RECEIVED: San Bernardino

OCT 29 2011

City Fire Administration

4. INDEMNITY.

CONTRACTOR agrees to and shall indemnify and hold the City, its elected officials, employees, agents or representatives, free and harmless from all claims, actions, damages and liabilities of any kind and nature arising from bodily injury, including death, or property damage, based or asserted upon any actual or alleged act or omission of CONTRACTOR, its employees, agents, or subcontractors, relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, unless the bodily injury or property damage was actually caused by the sole negligence of the City, its elected officials, employees, agents or representatives. As part of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including attorney's fees, the City, its elected officials, employees, agents or representatives from any and all legal actions based upon such actual or alleged acts or omissions. CONTRACTOR hereby waives any and all rights to any types of express or implied indemnity against the City, its elected officials, employees, agents or representatives, with respect to third party claims against the CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement.

5. INSURANCE.

While not restricting or limiting the foregoing, during the term of this Agreement, CONTRACTOR shall maintain in effect policies of comprehensive public, general and automobile liability insurance, in the amount of \$1,000,000.00 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the CITY's Risk Manager prior to undertaking any work under this Agreement. CITY shall be set forth as an additional named insured in each policy of insurance provided hereunder. The Certificate of Insurance furnished to the CITY shall require the insurer to notify CITY at least 30 days prior to any change in or termination of the policy.

6. NON-DISCRIMINATION.

In the performance of this Agreement and in the hiring and recruitment of employees, CONTRACTOR shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law.

7. INDEPENDENT CONTRACTOR.

CONTRACTOR shall perform work tasks provided by this Agreement, but for all intents and purposes CONTRACTOR shall be an independent contractor and not an agent or employee of the CITY. CONTRACTOR shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for CONTRACTOR and its officers, agents, and employees, and all business license, if any are required, in connection with the services to be performed hereunder.

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RECEIVED: San Bernardino

OCT 29

City Fire-Administration

8. **BUSINESS REGISTRATION CERTIFICATE AND OTHER REQUIREMENTS.**

CONTRACTOR warrants that it possesses or shall obtain, and maintain a business registration certificate pursuant to Chapter 5 of the Municipal Code, and any other licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of CONTRACTOR to practice its business or profession.

9. **NOTICES.**

Any notices to be given pursuant to this Agreement shall be deposited with the United States Postal Service, postage prepaid and addressed as follows:

TO THE CITY:

Fire Chief Michael J. Conrad and
EMS Coordinator Bernard Horak
City of San Bernardino Fire Department
200 E. Third Street
San Bernardino CA 92410

TO THE CONTRACTOR:

Intermedix Corporation (ADPI)
6451 North Federal Highway, Suite 1002
Fort Lauderdale, FL 33308

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service.

10. **ATTORNEYS' FEES**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions or provisions hereof. Attorneys' fees for the City Attorney and members of his office shall be calculated based on the market rate for comparable services.

11. **ASSIGNMENT.**

CONTRACTOR shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the CONTRACTOR's interest in this Agreement without CITY's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for the termination of this Agreement. Regardless of CITY's consent, no subletting or assignment shall release CONTRACTOR of CONTRACTOR's obligation to perform all other obligations to be performed by CONTRACTOR hereunder for the term of this Agreement.

12. **VENUE.**

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated either in the State courts located in the County of San Bernardino, State of California or the U.S. District Court for the Central District of California, Riverside Division. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature.

13. **GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of California.

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RECEIVED: San Bernardino
OCT 29 2012
City Fire-Administration

14. **SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors, and assigns.

15. **HEADINGS.**

The subject headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the construction or the interpretation of any of its provisions.

16. **SEVERABILITY.**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

17. **REMEDIES; WAIVER.**

All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

18. **ENTIRE AGREEMENT; MODIFICATION.**

This Agreement constitutes the entire agreement and the understanding between the parties, and supersedes any prior agreements and understandings relating to the subject matter of this Agreement, including inconsistent provisions contained in Attachment 1. This Agreement may be modified or amended only by a written instrument executed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above shown.

Date: 7/13/11

INTERMEDIX CORPORATION (ADPI)

By: Michael Brook
Michael Brook, Senior Vice President

Date: 11/28/11

CITY OF SAN BERNARDINO

By: Charles McNeely
Charles McNeely, City Manager

Approved as to form:
James F. Penman, City Attorney

By: James F. Penman

RECEIVED: San Bernardino
OCT 29 2011
City Fire-Administration

RESOLUTION NO. 2013-276

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF A VENDOR SERVICES AGREEMENT AND ISSUANCE OF AN ANNUAL PURCHASE ORDER TO FIRE RECOVERY USA TO PROVIDE BILLING SERVICES FOR TRAFFIC CONTROL AND VEHICLE EXTRICATION SERVICES RESULTING FROM TRAFFIC COLLISIONS.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. Fire Recovery USA, is the best responsible bidder regarding billing services for traffic control and vehicle extrication services (level one and two) resulting from traffic collisions, in accordance with Bid Specification RFP #F-13-22;

SECTION 2. The City Manager is hereby authorized and directed to execute on behalf of City a Vendor Services Agreement with Fire Recovery USA, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference as fully as though set forth at length;

SECTION 3. Said agreement will be for billing collection services for traffic control and vehicle extrication (level one and two) fees for the period of July 1, 2013 through June 30, 2014 with three one-year renewal options; contingent upon funds being available and allocated in the budget; therefore, any action taken between July 1, 2013 and the date that the agreement is executed is hereby ratified.

SECTION 4. The Director of Administrative Services or his designee is authorized to issue an annual purchase order to Fire Recovery USA. The annual purchase order is for one year with the option of three single-year extensions. All other bids are hereby rejected;

SECTION 5. The Fire Recovery USA Annual Purchase Order shall incorporate by reference this Resolution and Bid Specification RFP #F-13-22 and shall be paid for such services a percentage not to exceed 20% of amounts collected on behalf of the City of San Bernardino Fire Department.


SECTION 6. The authorization to execute the above referenced Agreement and Annual Purchase Order is rescinded if the parties to the Agreement fail to execute it within sixty (60) days of the passage of this Resolution.

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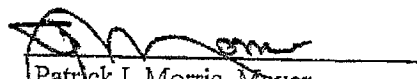
RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN BERNARDINO AUTHORIZING THE EXECUTION OF A VENDOR SERVICES
AGREEMENT AND ISSUANCE OF AN ANNUAL PURCHASE ORDER TO FIRE
RECOVERY USA TO PROVIDE BILLING SERVICES FOR TRAFFIC CONTROL
AND VEHICLE EXTRICATION SERVICES RESULTING FROM TRAFFIC
COLLISIONS.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
Common Council of the City of San Bernardino at a joint regular meeting
thereof, held on the 7th day of October, 2013, by the following vote, to wit:

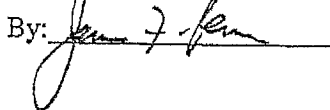
Council Members:	AYES	NAYS	ABSTAIN	ABSENT
MARQUEZ	<u>X</u>	_____	_____	_____
JENKINS	<u>X</u>	_____	_____	_____
VALDIVIA	<u>X</u>	_____	_____	_____
SHORETT	<u>X</u>	_____	_____	_____
KELLEY	<u>X</u>	_____	_____	_____
JOHNSON	<u>X</u>	_____	_____	_____
MCCAMMACK	<u>X</u>	_____	_____	_____


Georgeanna Hanna, City Clerk

The foregoing resolution is hereby approved this 9th day of October, 2013.


Patrick J. Morris, Mayor
City of San Bernardino

Approved as to form:
JAMES F. PENMAN,
City Attorney

By: 

**VENDOR SERVICES AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO
AND FIRE RECOVERY USA, LLC FOR BILLING SERVICES**

This Services Agreement ("Agreement") is made effective as of July 1, 2013 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and The City of San Bernardino, ("City"). The Company and City are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the fire departments provide emergency services; and

WHEREAS, City seeks the services of Company to assist with the billing for services that City provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and City desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Fire Department.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and City agree as follows:

**ARTICLE 1
ENGAGEMENT**

1.1. Engagement: City hereby engages Company to provide the Company Services described in Article 4 herein, and City hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES**

2.1. Representations and Warranties of Company: Company hereby represents and warrants to City that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of City: City hereby represents and warrants to Company that, at all times during the term of this Agreement, City has an organized fire department established pursuant to the laws and ordinances of the state in which City is located.

ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of City while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Company for services rendered under this Agreement. On request, Company will provide City with proof of timely payment. Company agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. City may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of City.

3.5. Ownership Interest: Company will have no ownership interest in City.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by City.

3.7. Attorney-in-Fact: City appoints Company as City's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to City, in connection with City's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on City's behalf and to sue for and give satisfaction for monies due on accounts and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or City's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in City's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein and to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by City and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of City, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CITY

6.1. Cooperation of City: The City agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The City shall be responsible for initially insuring, and continuing to review, local and state laws in the City's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of City.

6.2. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Company, which consent shall not be unreasonably withheld.

ARTICLE 7 CITY AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from City prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of City's interest in any sums owed to City; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement can renew with three (3) single-year renewal options; contingent upon funds being available and allocated in the budget periods.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party, although City's current proceeding in Bankruptcy is excepted hereto;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate

F this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) City's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) City's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by City for Company's use are the sole property of City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the City's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the City's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to City.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for City's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. City will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to City's employees, agents, and subcontractors. On termination of this Agreement, City will return any confidential information in City's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the City harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the City nor shall it apply to any act, omission or negligence of the City.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to City to:

City of San Bernardino
300 N. D St.
San Bernardino, CA 92418
Attention: Fire Chief

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.


11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:


FIRE RECOVERY USA, LLC.
a California limited liability company

By:  10/22/13

Name: M. Craig Nagler

Title: CEO

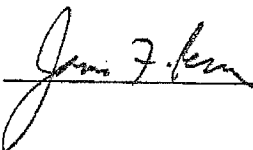
CITY OF SAN BERNARDINO:

By: 

Name: Allen Parker

Title: City Manager

Approved as to Form:
James F. Penman, City Attorney

By: 

Received

OCT 24 2013

San Bernardino City
Fire Department

SCHEDULE A

LIST OF COMPANY SERVICES

1. Fire Recovery USA agrees to bill the responsible party on the City's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) are listed as EXHIBIT A, but may change over time. Fire Recovery USA will provide notice to City of changes in billing rates.
2. Fire Recovery USA will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the City, payments of the agreed upon percentage of said monies to City, and reporting of progress.
3. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery USA by the City.
4. Fire Recovery USA will not begin litigation against a person, entity, or insurance carrier without prior written approval by the City Attorney.
5. Fire Recovery USA agrees to reimburse City a portion of the monies collected at a rate of 80 percent of the total monies collected on the City's claims.
6. Fire Recovery USA agrees to pay these monies collected to the City on a monthly or quarterly basis (at the option of the City), within seven (7) working days after the close and accounting of the monthly (or quarterly) billing cycle.
7. Fire Recovery USA agrees to make available reports via a password protected website to the City which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Fire Recovery USA will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery USA by the City on the Run Sheets.

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates are based on Resolution 2013-1, as passed by the City of San Bernardino.

The following fee are hereby established for response services at traffic incidents that involves traffic control or vehicle extrication on public right of ways, streets, and highways within the jurisdiction of the City of San Bernardino by billing the at-fault driver and/or the owner of the vehicle driven by the at-fault driver, and their respective insurance companies:

- A. Traffic Control Fee: up to \$373 per hour per incident
- B. Vehicle Extrication Fee (Level 1): up to \$866 per hour per incident
- C. Vehicle Extrication Fee (Level 2): up to \$1,239 per hour per incident

The fees established by this section are per hour and any additional response time for the incident will be billed at 15 minute increments at a rate of \$93.25 per 15 minutes for Traffic Control Fee, \$216.50 per 15 minutes for Vehicle Extrication Fee (Level 1), and \$309.75 per 15 minutes for Vehicle Extrication Fee (Level 2).

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be accessed to the responsible party.

RESOLUTION (ID # 4085)

DOC ID: 4085 B

**CITY OF SAN BERNARDINO – REQUEST FOR COUNCIL ACTION
Purchase Order**

From: Thomas Hannemann **M/CC Meeting Date:** 10/19/2015

Prepared by: Norma Camarena, (909)
384-5286

Dept: Fire

Ward(s): All

Subject:

Resolution of the Mayor and Common Council of the City of San Bernardino Authorizing the Execution of a Vendor Services Agreement with Amerik Medical Billing to Provide EMS Billing Services for the Emergency Medical Services User Fees and the Voluntary/Paramedic Membership Program Fees. (#4085)

Current Business Registration Certificate: No

Financial Impact:

Compensation to Amerik Medical Billing is a percentage of 22.99% for year 1, 24.14% for year 2, and 25.35% for year 3 of amounts collected on behalf of the City of San Bernardino under the billing program; projected revenue of \$300,000. If the City opts to continue billing services with Amerik Medical Billing after year 3, the collection rates will be 26.11% for year 4 and 26.89% for year 5. Therefore, it is estimated that approximately \$68,970-\$76,050 of the annual gross revenue will be paid to Amerik Medical Billing to provide billing services for Emergency Medical Services User Fees for year 1-3.

Also, Amerik Medical Billing offers to run the Voluntary Membership/Paramedic Subscription Program at \$3.50 per renewal invoice and follow up with an estimated bulk mail cost of \$20,000 annually. Combined annual EMS billing services costs for the EMS User Fee and Paramedic Subscription Program is projected to be \$88,970 (EMS User Fee \$68,970 plus \$20,000 Paramedic Subscription) for the first year and will increase annually based on Amerik Medical Billing schedule.

Funds to cover this agreement cost is included in the Fire Department's FY 2015-2016 Adopted Budget, account number 001-200-0001-5505 (Other Professional Services). Since the vendor is paid based on a percentage of revenues collected, should revenues exceed projections there will be a corresponding increase in the agreement costs. However, the increased revenue will more than offset any possible increases in the agreement costs.

Motion: Adopt the Resolution.

Synopsis of Previous Council Action:

05/18/09 Resolution #2009-122 establishing certain fees for services furnished by the City of San Bernardino, and superseding all prior fee resolutions.

Background:

On June 3, 2015, the Fire Department staff received notification from the current billing service company, Intermedix/ADPI, that it was terminating the agreement effective July 6, 2015. The notification was in compliance with the terms and conditions of the July 2011 agreement that the City entered into under resolution #2011-144 for EMS billing services. In the interim Intermedix/ADPI has agreed to continue EMS billing services until October 31, 2015 for the City to select a new billing company and the transition of all open accounts receivable to the new company by December 31, 2015.

On July 16, 2015, a Request for Proposal (RFP) #F-16-01 was issued to solicit formal bids for the Fire Department's EMS billing services. Notices inviting bids from qualified vendors were distributed to the San Bernardino Area Chamber of Commerce, the City's Web Site, San Bernardino Connect, and advertised in The San Bernardino County Sun Newspaper. The RFP #F-16-01 packages were mailed to five (5) vendors. No responses were received from local vendors.

On August 6, 2015, the City received proposals from Amerik Medical Billing, Bays RVP Billing, LifeQuest Services, and Wittman Enterprises which are available in the Finance Department. These proposals were evaluated by the Fire Department staff to meet the City's technical specification for EMS billing services for the user fees and the voluntary membership program fees and rated the proposals on a scale of 0-100. Compliance with technical specifications, price, and experience were considered.

Fire recommends Amerik Medical Billing as a replacement to Intermedix/ADPI. Amerik Medical Billing received the highest over-all evaluation for their billing service proposal (Exhibit 2). Amerik is a local based EMS Billing Company out of Lake Forest, California. The company is very familiar and versed with surrounding departments and clientele. In addition, they offer a vast knowledge of California EMS Billing laws and regulations. Amerik offers three decades of experience managing and billing for public and private EMS systems. They are supported by respected EMS software partners, ZirMed, LexisNexis, and NEWMIS Gold to improve and maintain data collection for proper billing. According to Amerik, San Bernardino represents the ideal showcase for their company to demonstrate what they can do to improve revenue and collections for First Response Paramedic Systems.

This recommendation comes after a thorough review process and based on the score sheet provided, the committee recommends Amerik Medical Billing to perform the EMS billing services for the City (Exhibit 1).

Pursuant to the City's bidding process, it is recommended that Amerik Medical Billing be awarded the agreement under RFP #F-16-01 for EMS Billing Services. Fire staff recommends that an annual purchase order be issued from October 19, 2015 through June 30, 2016, with the option, at the City's discretion, to automatically renew the annual purchase order for successive two single year options unless either party gives the other party notice of cancellation. The agreement provides that either party may terminate this agreement by giving not less than thirty (30) days written notice to the other party of said intent to terminate.

City Attorney Review:

4085

Supporting Documents:

RESOLUTION TEMPLATE 1 (DOC)

agrmnt. 4085 (PDF)

Amerik Medical Billing-Exhibit 1 Score Sheet (PDF)

Amerik Medical Billing-Exhibit 2 Proposal (PDF)

RESOLUTION NO. 2015-227

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF A VENDOR SERVICES AGREEMENT WITH AMERIK MEDICAL BILLING TO PROVIDE EMS BILLING SERVICES FOR THE EMERGENCY MEDICAL SERVICES USER FEES AND THE VOLUNTARY/PARAMEDIC MEMBERSHIP PROGRAM FEES.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. Amerik Medical Billing, is the best responsible bidder regarding EMS Billing Services for Emergency Medical Services User Fees and the Voluntary Membership Program Fees, in accordance with Bid Specification RFP #F-16-01. All other bids are hereby rejected.

SECTION 2. The City Manager is hereby authorized and directed to execute on behalf of the City a Vendor Services Agreement with Amerik Medical Billing, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference as fully as though set forth at length.

SECTION 3. Said agreement will be for EMS Billing Services for Emergency Medical Service User Fees and the Voluntary Membership Program Fees for the period of October 19, 2015 through June 30, 2016 with two one-year renewal options (option 1 July 1, 2016 to June 30, 2017; option 2 July 1, 2017 to June 30, 2018); renewal option is contingent upon funds being available and allocated in the budget.

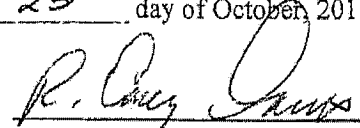
SECTION 4. The Director of Finance, or designee, is hereby authorized to issue an annual purchase order from account number 001-200-0001*5505 to Amerik Medical Billing and shall be paid for such services a percentage collected on behalf of the City of San Bernardino. Amerik Medical Billing compensation is per RFP #F-16-01 is based on net collection rates of 22.99% year 1, 24.14% year 2, 25.35% year 3, and additional fees for the Voluntary/Paramedic Subscription Program for \$3.50 per renewal invoice and \$20,000 bulk mail. The annual purchase order is for one year with the option of two single-year extensions.

1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
2 SAN BERNARDINO AUTHORIZING THE EXECUTION OF A VENDOR
3 SERVICES AGREEMENT WITH AMERIK MEDICAL BILLING TO PROVIDE
4 EMS BILLING SERVICES FOR THE EMERGENCY MEDICAL SERVICES USER
FEES AND THE VOLUNTARY/PARAMEDIC MEMBERSHIP PROGRAM FEES.

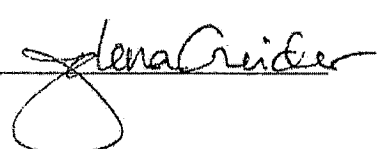
5 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
6 Common Council of the City of San Bernardino at a joint regular meeting thereof, held on the
7 19th day of October, 2015, by the following vote, to wit:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
MARQUEZ	<u>X</u>	_____	_____	_____
BARRIOS	<u>X</u>	_____	_____	_____
VALDIVIA	_____	<u>X</u>	_____	_____
SHORETT	<u>X</u>	_____	_____	_____
NICKEL	<u>X</u>	_____	_____	_____
JOHNSON	<u>X</u>	_____	_____	_____
MULVIHILL	<u>X</u>	_____	_____	_____

19 
20 Georgann Hanna, CMC
City Clerk

21 The foregoing resolution is hereby approved this 23rd day of October, 2015.
22
23 
24 R. Carey Davis, Mayor
City of San Bernardino

25 Approved as to form:
26 Gary D. Saenz, City Attorney

27
28 By 

**VENDOR SERVICES AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO
AND AMERIK MEDICAL BILLING FOR EMS BILLING SERVICES**

This Vendor Services Agreement is entered into this 19th day of October 2015, by and between Amerik Medical Billing ("VENDOR") and the City of San Bernardino ("CITY" or "San Bernardino").

WITNESSETH:

WHEREAS, the CITY has need for EMS Billing Services for Emergency Medical Services User Fees and Voluntary/Paramedic Membership Fees; and

WHEREAS, the Mayor and Common Council has determined that it is advantageous and in the best interest of the CITY to contract for EMS Billing Services; and

WHEREAS, the City of San Bernardino did solicit and accept quotes from available vendors for EMS Billing Services; and,

WHEREAS, VENDOR is the lowest and best bidder to provide said services to CITY;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

For the remuneration stipulated, San Bernardino hereby engages the services of VENDOR to provide those products and services as set forth on Attachment "2" attached hereto and incorporated herein.

2. COMPENSATION AND EXPENSES.

- a. CITY shall compensate VENDOR for EMS Billing Services, Paramedic Subscription Renewal, and Paramedic Subscription Bulk Mail an amount equal to VENDOR's net collections, in accordance with and more specifically set forth in the VENDOR's Cost Proposal, attached hereto and incorporated herein as Attachment 2.
- b. VENDOR shall provide City of San Bernardino Fire Department with a monthly invoice in arrears and shall be provided payment within thirty (30) days therefrom. CITY retains the right to challenge all or any part of an invoice.
- c. No other expenditures made by VENDOR shall be reimbursed by CITY.

3. TERM; TERMINATION.

The term of this Agreement shall be for a period of three years with two one year renewal options. The term of this Agreement shall be for the period of October 19, 2015 through June 30, 2016. This Agreement shall automatically renew for two successive single year periods (option 1 July 1, 2016 to June 30, 2017; option 2 July 1, 2017 to June 30, 2018); renewal option is

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San Bernardino City Fire
Admin.

contingent upon funds being available and allocated in the budget. Option year shall become effective only upon issuance by the City of a duly authorized Purchase Order.

This Agreement may be terminated at any time by thirty (30) days' written notice by either party. The terms of this Agreement shall remain in force unless mutually amended. The duration of this Agreement may be extended with the written consent of both parties.

4. INDEMNITY.

Vendor agrees to and shall indemnify and hold the City, its elected officials, employees, agents or representatives, free and harmless from all claims, actions, damages and liabilities of any kind and nature arising from bodily injury, including death, or property damage, based or asserted upon any actual or alleged act or omission of Vendor, its employees, agents, or subcontractors, relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, unless the bodily injury or property damage was actually caused by the sole negligence of the City, its elected officials, employees, agents or representatives. As part of the foregoing indemnity, Vendor agrees to protect and defend at its own expense, including attorney's fees, the City, its elected officials, employees, agents or representatives from any and all legal actions based upon such actual or alleged acts or omissions. Vendor hereby waives any and all rights to any types of express or implied indemnity against the City, its elected officials, employees, agents or representatives, with respect to third party claims against the Vendor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement.

5. INSURANCE.

While not restricting or limiting the foregoing, during the term of this Agreement, VENDOR shall maintain in effect policies of comprehensive public, general and automobile liability insurance, in the amount of \$1,000,000.00 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the CITY's Risk Manager prior to undertaking any work under this Agreement. CITY shall be set forth as an additional named insured in each policy of insurance provided hereunder. The Certificate of Insurance furnished to the CITY shall require the insurer to notify CITY at least 30 days prior to any change in or termination of the policy.

6. NON-DISCRIMINATION.

In the performance of this Agreement and in the hiring and recruitment of employees, VENDOR shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law.

7. INDEPENDENT CONTRACTOR.

VENDOR shall perform work tasks provided by this Agreement, but for all intents and purposes VENDOR shall be an independent contractor and not an agent or employee of the CITY. VENDOR shall secure, at its expense, and be responsible for any and all payment of

Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for VENDOR and its officers, agents, and employees, and all business license, if any are required, in connection with the services to be performed hereunder.

8. BUSINESS REGISTRATION CERTIFICATE AND OTHER REQUIREMENTS.

VENDOR warrants that it possesses or shall obtain prior to execution of this Agreement, and maintain a business registration certificate pursuant to Chapter 5 of the Municipal Code, and any other licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of VENDOR to practice its business or profession.

9. NOTICES.

Any notices to be given pursuant to this Agreement shall be deposited with the United States Postal Service, postage prepaid and addressed as follows:

TO THE CITY:

Acting Fire Chief Thomas Hannemann and
EMS Coordinator Carly Crews
300 North "D" Street
San Bernardino, CA 92418
Telephone: (909) 384-5286

TO THE VENDOR:

Amerik Medical Billing
20902 Bake Pkwy Suite 112-114
Lake Forest, CA 92630
Telephone: (949) 981-0299

10. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions or provisions hereof. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the CITY shall be considered as "attorneys' fees" for the purposes of this paragraph.

11. ASSIGNMENT.

VENDOR shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the VENDOR's interest in this Agreement without CITY's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for the termination of this Agreement. Regardless of CITY's consent, no subletting or assignment shall release VENDOR of VENDOR's obligation to perform all other obligations to be performed by VENDOR hereunder for the term of this Agreement.

12. VENUE.

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San Bernardino City Fire
Admin.

The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated either in the State courts located in the County of San Bernardino, State of California or the U.S. District Court for the Central District of California, Riverside Division. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature.

13. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

14. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors, and assigns.

15. HEADINGS.

The subject headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the construction or the interpretation of any of its provisions.

16. SEVERABILITY.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

17. REMEDIES; WAIVER.

All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

18. ENTIRE AGREEMENT; MODIFICATION.


This Agreement constitutes the entire agreement and the understanding between the parties, and supersedes any prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by all parties to this Agreement.

**VENDOR SERVICES AGREEMENT BETWEEN THE CITY OF SAN
BERNARDINO AND AMERIK MEDICAL BILLING FOR EMS BILLING SERVICES**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day
and date set forth below.


Dated: 11/3, 2015

VENDOR.

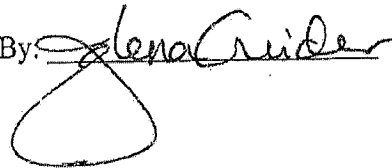
By: 
Its: PRESIDENT

Dated 10/26, 2015

CITY OF SAN BERNARDINO

By: 
Allen Parker, City Manager

Approved as to Form:
Gary D. Saenz, City Attorney

By: 

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NOV 03 2015

San Bernardino City Fire
Admin.

RESOLUTION NO. 2014-9

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AUTHORIZING THE EXECUTION OF A STANDARD CONTRACT BETWEEN THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND THE CITY OF SAN BERNARDINO FOR EMERGENCY MANAGEMENT SERVICES; AND RATIFYING THE SUBMITTAL OF THE 2013 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AUTHORIZING THE COUNTY TO APPLY FOR AND ADMINISTER THE GRANT.

WHEREAS, on July 2, 2012, the Mayor and Common Council adopted Fire Department Staffing Efficiencies which included the vacancy of the Emergency Services Manager (known as Disaster Preparedness Coordinator) position through attrition; and

WHEREAS, the City of San Bernardino wishes to enter into a standard contract with the San Bernardino County Fire Protection District to provide Emergency Management Services within the territorial boundaries of the City to enhance the City's emergency management capabilities through the County's Office of Emergency Services; and

WHEREAS, in order to comply with the July 19, 2013, application deadline, the City of San Bernardino Fire Department submitted the 2013 Emergency Management Performance Grant (EMPG).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. That San Bernardino County Fire Protection District is the selected agency and has offered a negotiated price for Emergency Management Services for the City of San Bernardino. Pursuant to this determination and the San Bernardino Municipal Code Section 3.04.010(B)(3) and 3.04.070(F), the Director of Administrative Services or designee is hereby authorized and directed to issue an Annual Purchase Order to the San Bernardino County Fire Protection District in the amount of \$55,000 for contractual services. The

RECEIVED: San Bernardino

JAN 30 2014

City Fire-Administration

1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
2 SAN BERNARDINO AUTHORIZING THE EXECUTION OF A STANDARD
3 CONTRACT BETWEEN THE SAN BERNARDINO COUNTY FIRE PROTECTION
4 DISTRICT AND THE CITY OF SAN BERNARDINO FOR EMERGENCY
5 MANAGEMENT SERVICES; AND RATIFYING THE SUBMITTAL OF THE 2013
6 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AUTHORIZING
7 THE COUNTY TO APPLY FOR AND ADMINISTER THE GRANT.

8 annual purchase order is for three years and payment is due on or before February 1 of each
9 year.

10 SECTION 2. The City Manager is hereby authorized and directed to execute on
11 behalf of the City a Standard Contract with the San Bernardino County Fire Protection
12 District, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein by
13 reference as fully as though set forth at length;

14 SECTION 3. Said contract will be for Emergency Management Services for the
15 period of February 1, 2014 through January 31, 2017;

16 SECTION 4. The Mayor and Common Council hereby ratify the Fire Chief's
17 submittal of the 2013 EMPG in the amount of \$45,477. A copy of the grant is attached as
18 Exhibit "B" and incorporated herein by reference;

19 SECTION 5. That San Bernardino County Fire Protection District or designees are
20 authorized to accept and administer the 2013 EMPG in the amount of \$45,477 and authorized
21 to apply, accept, and administer future EMPGs.

22 SECTION 6. The authorization to execute the above referenced Standard Contract
23 and Annual Purchase Order is rescinded if the parties to the Agreement fail to execute it
24 within one hundred twenty (120) days of the passage of this Resolution.
25

26 ///

27 ///

28

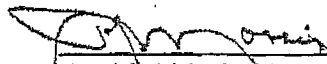
RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
 SAN BERNARDINO AUTHORIZING THE EXECUTION OF A STANDARD
 CONTRACT BETWEEN THE SAN BERNARDINO COUNTY FIRE PROTECTION
 DISTRICT AND THE CITY OF SAN BERNARDINO FOR EMERGENCY
 MANAGEMENT SERVICES; AND RATIFYING THE SUBMITTAL OF THE 2013
 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AUTHORIZING
 THE COUNTY TO APPLY FOR AND ADMINISTER THE GRANT.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
 Common Council of the City of San Bernardino at a joint regular meeting
 thereof, held on the 21st day of January, 2014, by the following vote, to wit:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
MARQUEZ	<u>X</u>	_____	_____	_____
JENKINS	<u>X</u>	_____	_____	_____
VALDIVIA	<u>X</u>	_____	_____	_____
SHORETT	<u>X</u>	_____	_____	_____
VACANT	_____	_____	_____	_____
JOHNSON	<u>X</u>	_____	_____	_____
MULVIHILL	<u>X</u>	_____	_____	_____


 Georgeann Hanna, City Clerk

The foregoing resolution is hereby approved this 22nd day of January, 2014.


 Patrick J. Morris, Mayor
 City of San Bernardino

Approved as to form:
 GARY D. SAENZ,
 City Attorney

By: 


**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND RECORD OF ACTION**

January 28, 2014

FROM: MARK A. HARTWIG, Fire Chief/Fire Warden
San Bernardino County Fire Protection District

SUBJECT: REVENUE AGREEMENT BETWEEN CITY OF SAN BERNARDINO AND SAN
BERNARDINO COUNTY FIRE PROTECTION DISTRICT FOR OFFICE OF
EMERGENCY SERVICES

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Fire Protection District, approve a revenue Agreement No. 14-17 between the City of San Bernardino and the San Bernardino County Fire Protection District through its Office of Emergency Services, for the purpose of enhancing the City of San Bernardino's emergency management capabilities for the period commencing February 1, 2014 to January 31, 2017.

(Presenter: Mike Antonucci, Emergency Services Manager, 356-3998)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Maintain Public Safety.

Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

The approval of this item will not result in the use of Discretionary General Funding (Net County Cost). Under the terms of this agreement, San Bernardino County Fire Protection District (County Fire) will provide emergency management services through its Office of Emergency Services to the City of San Bernardino (City) for an annual amount of \$55,000 for a total amount of \$165,000 for the term of the agreement. Additionally, the City will give to County Fire their future annual Emergency Management Performance Grant funding, within the period of the agreement (\$45,477 for 2013-14).

Revenue and appropriations for providing the Office of Emergency Services to City will be included in County Fire's future quarterly budget adjustment and the subsequent recommended budgets (FES-108-600).

BACKGROUND INFORMATION

The City desires to contract with County Fire's Office of Emergency Services to enhance the City's emergency management capabilities for an annual amount of \$55,000 payable on or before February 1, 2014 for the coming year or service will not be provided. In addition, the City agrees

Page 1 of 2

cc: ~~SBOPD Staff w/Agree~~
Contractor c/o SBCFPD w/Agree
ACR-Acct. Pay, Mgr, w/Agree
EBIX-BPO c/o Risk Mgmt.
CAO-Pacot
File - w/Agree
ss 1/29/14

ITEM 51

Record of Action of the Board of Directors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
San Bernardino County Fire Protection District

MOTION	AYE	AYE	MOVED	SECOND	AYE
	1	2	3	4	5

LAURA H. WELCH, SECRETARY
BY _____

DATED: January 28, 2014

REVENUE AGREEMENT BETWEEN CITY OF SAN
BERNARDINO AND SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT FOR OFFICE OF EMERGENCY
SERVICES

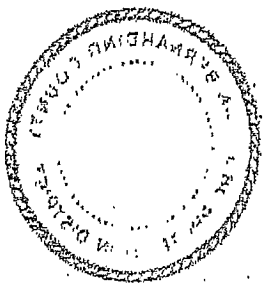
JANUARY 28, 2014

PAGE 2 OF 2

to give its future allocations of the Emergency Management Performance Grant funding, for the period of the agreement, to County Fire for the purpose of providing emergency management to the City. County Fire finds it in the best interest of the County to provide such services to the City.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Carol Greene, Deputy County Counsel, 387-5455) on December 23, 2013; Finance (Carlo Pacot, Administrative Analyst, 387-5944) on December 23, 2013; and County Finance and Administration (Valerie Clay, Deputy Executive Officer, 382-5423) on January 14, 2014.





**SAN BERNARDINO COUNTY
FIRE PROTECTION
DISTRICT**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY						
<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. 108	A	Contract Number 14-17
San Bernardino County Fire Protection District			Dept.	Orgn.	Contractor's License No.	
Contract Representative			108	800	Total Contract Amount	
Carlo Pacot, Finance Manager			(909)387-5944		\$ 165,000	
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
		02/1/14	01/31/17	\$165,000	\$ 165,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
FES	108	600		9800	SECity	\$ 165,000
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			Estimated Payment Total by Fiscal Year			
Emergency Management Services			FY	Amount	I/D	
			13/14	\$ 55,000		
			14/15	\$ 55,000		
			15/16	\$ 55,000		

THIS CONTRACT is entered into in the State of California by and between the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, hereinafter called the COUNTY FIRE, and

Name

City of San Bernardino Attn: Allen J. Parker, City Manager

hereinafter called CITY

Address

300 N. "D" Street, 6th Floor

San Bernardino, CA 92418

Telephone

(909) 384 - 5122

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

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

**EMERGENCY MANAGEMENT SERVICES
BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
CITY OF SAN BERNARDINO**

This Agreement is made and entered into by and between the San Bernardino County Fire Protection District (hereinafter referred to as COUNTY FIRE) and the City of San Bernardino (hereinafter referred to as CITY).

Auditor/Controller-Recorder Use Only

☐ Contract Database ☐ FAS
Input Date Keyed By

2014-9



**SAN BERNARDINO COUNTY
FIRE PROTECTION
DISTRICT**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY									
<input checked="" type="checkbox"/> New	Vendor Code			Dept.	Contract Number				
<input type="checkbox"/> Change				SC	108	A			
<input type="checkbox"/> Cancel				Dept.	Orgn.	Contractor's License No.			
San Bernardino County Fire Protection District				108	800				
Contract Representative				Telephone		Total Contract Amount			
Carlo Pacot, Finance Manager				(909)387-5944		\$ 165,000			
Contract Type									
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
		02/1/14		01/31/17		\$165,000		\$ 165,000	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
FES	108	800		9800	SBCity	\$ 165,000			
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				Estimated Payment Total by Fiscal Year					
Emergency Management				FY	Amount	I/D	FY	Amount	I/D
Services				13/14	\$ 55,000				
				14/15	\$ 65,000				
				15/16	\$ 65,000				

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**, hereinafter called the **COUNTY FIRE**, and

Name

City of San Bernardino Attn: Allen J. Parker, City Manager hereinafter called CITY

Address

300 N. "D" Street, 6th Floor

San Bernardino, CA 92418

Telephone

(909) 384 - 5122

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

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

**EMERGENCY MANAGEMENT SERVICES
BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
CITY OF SAN BERNARDINO**

This Agreement is made and entered into by and between the San Bernardino County Fire Protection District (hereinafter referred to as **COUNTY FIRE**) and the City of San Bernardino (hereinafter referred to as **CITY**).

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WITNESSETH:

WHEREAS, CITY desires to contract for emergency management services within the territorial boundaries of the CITY to enhance the CITY's emergency management capabilities, and

WHEREAS, COUNTY FIRE is willing and able to perform such emergency management services through its Office of Emergency Services,

NOW THEREFORE, It is agreed as follows:

1. COUNTY FIRE will furnish to CITY the Office of Emergency Services to enhance emergency management capabilities of the CITY in the areas of emergency operations center (EOC) readiness, Web EOC, EOC positional training, communication interface (EOC/DOC), Critical Plans (EOP/HMP) and exercises. This will include providing the CITY with a training and exercise plan.
2. When needed, COUNTY FIRE shall provide an emergency services officer to support the CITY when CITY EOC is activated and/or activate the COUNTY FIRE EOC to support the CITY's activation.
3. COUNTY FIRE will provide CITY grant management assistance on Homeland Security Grants. Such assistance includes but is not limited to the preparation of reimbursement requests, modification requests, performance reports, and status reports.
4. The CITY agrees to give its allocation of the Emergency Management Performance Grant funding annually to COUNTY FIRE for the purpose of providing emergency management to the CITY.
5. Term and Termination - The term of this Agreement shall be three (3) years, commencing February 1, 2014 and ending January 31, 2017 ("Term") unless terminated earlier as provided herein. Either party, by written notice to the other party, may terminate the whole or any part of this Agreement at any time, and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least ninety (90) days after the notice of such termination. If CITY fails to make the payment provided for in Paragraph 6, the contract shall be deemed breached and the contract terminated immediately. Upon termination, COUNTY FIRE shall be compensated only for those services which have been rendered to CITY, and COUNTY FIRE shall be entitled to no further compensation.
6. Compensation - CITY shall pay COUNTY FIRE the sum of \$55,000 per year during the term of this Agreement. Payment shall be made annually and shall be due on or before February 1 of each year or COUNTY FIRE will not provide service that year. Payments received after thirty (30) days of when due shall include a 10% simple interest, or maximum allowed by law if lower, after the thirtieth (30th) day against the amount owing.
7. Reciprocal/Mutual Indemnity - hold harmless:
 - a. COUNTY FIRE, to the extent permitted by law, agrees to indemnify and hold harmless the CITY, its officers, agents, employees and volunteers from any and all claims including employment related claims, actions or losses, damages, and/or liability resulting from COUNTY FIRE's negligent acts or omissions which arise from COUNTY FIRE's performance of its obligations under this Agreement.
 - b. The CITY, to the extent permitted by law, agrees to indemnify and hold harmless COUNTY FIRE and its officers, employees, agents and volunteers from any and all claims including employment related claims, actions, losses or damages and/or liability arising out of the CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this Agreement.

- c. In the event CITY and/or COUNTY FIRE is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, CITY and/or COUNTY FIRE shall indemnify the other to the extent of its comparative fault.
- d. Notwithstanding indemnification for any claim, action losses, or damage involving a third party, the CITY and COUNTY FIRE hereby waive any and all rights of subrogation recovery against each other.
8. Insurance - COUNTY FIRE and CITY are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this agreement.
9. Waiver of Subrogation Rights - The CITY shall require the carriers of required coverage's to waive all rights of subrogation against COUNTY FIRE, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CITY and CITY's employees or agents from waiving the right of subrogation prior to a loss or claim. The CITY hereby waives all rights of subrogation against COUNTY FIRE.
10. Proof of Coverage - COUNTY FIRE shall, within sixty (60) days of commencement of this Agreement, furnish certificates of insurance or self-insurance to DISTRICT evidencing the insurance coverage including endorsements, above required prior to the commencement of performance of service hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CITY, and COUNTY FIRE shall maintain such insurance from the time COUNTY FIRE commences performance of services hereunder until the completion of such services.
11. Severability - If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had ever been contained herein.
12. Applicable Laws - At all times during the term of this Agreement, the CITY and the COUNTY FIRE shall comply with all applicable laws, ordinances, rules and regulations of the United States of America, the State of California including all agencies and subdivisions thereof.
13. Attorney Fees and Cost - If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own cost and attorney's fees, regardless of who is the prevailing party.
14. Venue - The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by a third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.
15. Notices - Any and all notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such address as the respective parties may provide in writing by registered or certified mail, postage prepaid for this purpose:

COUNTY FIRE: SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
Attn: Fire Chief
157 W. 5th Street, 2nd floor
San Bernardino, CA 92415-0451

CITY: CITY OF SAN BERNARDINO
Attn: City Manager
300 N. "D" Street, 6th Floor
San Bernardino, CA 92418

16. Successors and Assigns - This Agreement shall be binding on the successors and assigns of the parties.

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

San Bernardino County Fire Protection District

Janice Rutherford
Janice Rutherford, Chair, Board of Directors

Dated: JAN 28 2014

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

Laura H. Welch, Secretary

By: [Signature]
San Bernardino Fire Protection District

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

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

Name: Allen J. Parker
(Print or type name of person signing contract)

Title: City Manager
(Print or Type)

Dated: 1/22/14

Address: 300 North "D" Street
San Bernardino, CA 92415

Approved as to Legal Form Carol Greene, Deputy County Counsel Date: 1/22/14	Reviewed by Contract Compliance Date:	Presented to Board for Signature Mark A. Hartwig, Fire Chief/Fire Warden Date:
---	--	--

County of San Bernardino Fire Department, Office of Emergency Services

City of San Bernardino, contract services plan (for Emergency Management),

The Office of Emergency Service (OES) will provide the City of San Bernardino the following Emergency Management Functions:

<u>Function</u>	<u>Contact Person</u>
<u>Emergency Operations Center Readiness</u>	<u>ESO Robin Lindsey</u>
<u>EOC Training</u>	<u>ESO Robin Lindsey</u>
<u>Critical Plan Updates (EOP, HMP)</u>	<u>ESO's Carrie Cruz, Miles Wagner</u>
<u>Communications/EOC/DOC</u>	<u>ESO Zack Mullennix</u>
<u>Exercises</u>	<u>ESO Robin Lindsey</u>
<u>Preparedness</u>	<u>ESO Michael Ramirez</u>
<u>Activations</u>	<u>OES Staff on Call</u>
<u>WEB EOC</u>	<u>Robin Lindsey</u>

Emergency Services Manager Michael Antonucci will coordinate all activities for San Bernardino City, backed up by Assistant Emergency Services Manager Cindy Serrano.

Interactions to this document may result in delayed application approval, modification requests, or reimbursement requests. Subgrantees may be asked to revise and/or re-submit any altered Financial Management Form Workbook.

County of San Bernardino

2013-0047
071-00000

CFDA # 97-042 EMPG

Exhibit "B"

Project	Mission Area, Goals, Objectives, Core Capabilities, Long Term Vulnerability Reduction	Problem Statement	Need	Project Description and Justifications
Project A	NPG Mission Area: Response Goals: 1, 2, 3 Objectives: 1.5, 2.2, 3.7 Core Capabilities: Operational Communications, Long Term Vulnerability Reduction	The City of Adelanto is requesting funding for a 100amp emergency generator and a 100 amp emergency circuit - power transfer switch.	The City of Adelanto's main server that the city's EOC network functions off of has no back-up power source which could cause major communication issues if the main source of voltage drops significantly or drops out completely. If this were to occur, communication at both the city's primary and back-up EOC will be disrupted.	At the 6 month mark, this project will be 33% complete and \$4,743 funds will be expended. At the 12 month mark, this project will be 100% complete and \$14,375 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.
Project B	NPG Mission Area: Response Goals: 3 Objectives: 3.7 Core Capabilities: Planning, Operational Communications	The City of Chino is requesting funding to purchase Critical Incident/Incident Command System (ICS) software for their primary EOC.	The City of Chino recognized that a system was needed to more effectively and efficiently assist the operable communication system. This will allow EOC staff to maintain accurate situational awareness and enhance communication between the field and the EOC.	At the 6 month mark, this project will be 33% complete and \$8,577 funds will be expended. At the 12 month mark, this project will be 100% complete and \$20,204 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.
Project C	NPG Mission Area: Mitigation Goals: 1, 2, 3 Objectives: 2.2, 2.3 Core Capabilities: Planning, Operational Coordination, Public Information and Warning	The City of Chino Hills is requesting partial funding for the Emergency Program Manager to maintain efficiency and hazard mitigation plans, coordinate emergency preparedness training for staff, residents and businesses.	The City determined there is a need to partially fund the Emergency Program Manager position who will enable the City to continue to plan and prepare, mitigate disasters, and strengthen response and recovery capabilities, including development of and implementation of a multi-year TEP for disaster responders, community residents, and businesses.	At the 6 month mark, this project will be 33% complete and \$6,425 funds will be expended. At the 12 month mark, this project will be 100% complete and \$13,173 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.
Project D	NPG Mission Area: Response Goals: 1, 3 Objectives: 1.1, 3.3 Core Capabilities: Planning, Public Information and Warning	The City of Colton is requesting funding to remodel the primary EOC restrooms that are 30 years old.	The City of Colton Fire Department's primary EOC restrooms are 30 years old and are in great need of remodeling which would update the facility to accommodate both male and female occupants. The project would include refitting floors and showers in restrooms, construction of a partition between showers in an effort to dedicate a shower to each bathroom and replace toilets, sinks and cabinetry in both restrooms.	At the 6 month mark, this project will be 33% complete and \$9,976 funds will be expended. At the 12 month mark, this project will be 100% complete and \$15,080 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.

Project	Project Description	Project Objectives	Project Description	Project Objectives
Project E	NPG Mission Area: Response Goals: 2.2, 2.3, 2.5 Objectives: 2.1, 2.2, 2.3, 2.3.5, 2.7 Core Capabilities: Planning, Public Information and Warning	The City of Fontana is requesting funding to contract an Emergency Services Officer to provide emergency management operations and to provide disaster preparedness awareness information to City staff and the community.	The City of Fontana recognized the need to update the emergency management plan and Emergency Planning Document(s) and to train the community at large in disaster preparedness, and decreased City staff propagate the need to contract with an outside agency.	At the 6 month mark, this project will be 30% complete and \$15,628 funds will be expended. At the 12 month mark, this project will be 100% complete and \$43,256 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.
Project F	NPG Mission Area: Response Goals: 1.2, 3.5 Objectives: 1.5, 2.2, 3.2, 4.3, 4.5, and 5.2 Core Capabilities: Planning, Public Information and Warning	The City of Hesperia is requesting funding to support the City's emergency management operations by partially funding the Emergency Services Coordinator (ESC), who will provide ongoing EOC First Responder training, and continue CERT training to the community for disaster preparedness and response.	The City of Hesperia determined the need to continue to rebuild and boost emergency operations by continued funding of the ESC position in order to coordinate disaster response and recovery, update the EOP, and enable the City to continue to provide ongoing CERT training to all EOC first responders for the improvement in the City's emergency operations with SEMS/NIMS compliance.	At the 6 month mark, this project will be 30% complete and \$7,391 funds will be expended. At the 12 month mark, this project will be 100% complete and \$22,398 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.
Project G	NPG Mission Area: Response Goals: 1.2 Objectives: 1.1, 1.3, 1.5, 2.1, 2.2, 2.5 Core Capabilities: Planning, Operational Coordination, Public Information and Warning	The City of Loma Linda is requesting partial funding for an Emergency Services Coordinator to manage the Disaster Preparedness Program in the city.	The City of Loma Linda recognized the need to update the city's emergency operations plan, coordination with the city's Disaster Council, and conducting Community Emergency Response Team 20-hour classes.	At the 6 month mark, this project will be 30% complete and \$4,734 funds will be expended. At the 12 month mark, this project will be 100% complete and \$9,469 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.
Project H	NPG Mission Area: Response Goals: 3 Objectives: 3.3, 3.6 Core Capabilities: Public Information and Warning, Intelligence and Information Sharing, Operational Coordination	The City of Ontario is requesting funding for necessary equipment to supply and maintain the Emergency Operation Center such as upgraded hardware/software, GIS plotter and software, installation of equipment, and other necessary equipment.	The City of Ontario identified a need to enhance the technology within its Emergency Operation Center environment increasing its overall situational awareness and robustness with new or upgraded hardware/software, GIS plotter and software, installation of equipment, and other equipment and/or services necessary to display multiple information sources and exchange of communications.	At the 6 month mark, this project will be 30% complete and \$13,000 funds will be expended. At the 12 month mark, this project will be 100% complete and \$36,764 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.
Project I	NPG Mission Area: Response Goals: 2.3 Objectives: 2.2, 3.3 Core Capabilities: Planning, Public Information and Warning, Intelligence and Information Sharing	The City of Rancho Cucamonga is requesting funding to support the emergency management activities of the EM Management Aide/CERT Coordinator position. The City is also requesting to purchase WebEOC software for their primary EOC.	The City of Rancho Cucamonga recognized the need to continue retention of the EM Management Aide position to continue the City's CERT program. The City also determined the need to upgrade their existing WebEOC software for enhanced utilization.	At the 6 month mark, this project will be 30% complete and \$12,000 funds will be expended. At the 12 month mark, this project will be 100% complete and \$37,562 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.
Project J	NPG Mission Area: Response Goals: 3 Objectives: 3.3 Core Capabilities: Planning, Resource Management Planning, Operational Coordination	The City of Redlands is requesting funding for equipment to bring their primary and alternate EOC to disaster and incident readiness by upgrading and replacing EOC equipment and supplies.	The City of Redlands determined the need for funding equipment to bring their primary and alternate EOCs to full readiness, which have been dormant for two (2) years, in order to prepare for emergencies, disasters and incidents.	At the 6 month mark, this project will be 30% complete and \$5,035 funds will be expended. At the 12 month mark, this project will be 100% complete and \$18,285 funds will be expended. At the 15 month mark, this project will be N/A% complete and \$N/A_ funds will be expended.

Project	Project Description	Project Justification	Need	Project Milestones / Justifications
Project K	Goals: 1,3,5 Objectives: 2,6,3,3,5,2 Core Capabilities: Planning, Operational Coordination, Public Information and Warning	The City of Rialto is requesting funding to provide CSTI training courses to City staff.	The City of Rialto determined the need to introduce earthquake management to key participants within their emergency management staff in order to strengthen preparations for prompt, effective restoration during recovery efforts.	At the 6 month mark, this project will be 33% complete and \$7,283 funds will be expended. At the 12 month mark, this project will be 100% complete and \$24,278 funds will be expended. At the 15 month mark, this project will be 100% complete and \$N/A_ funds will be expended.
Project L	NPG Mission Area: Mitigation Goals: 1, 2 Objectives: 1,5, 2,2 Core Capabilities: Planning, Public Information and Warning, Threats and Hazard Identification	The City of San Bernardino is requesting funding to contract an Emergency Services Officer in order to develop and implement the City's Hazard Mitigation Plan.	The City of San Bernardino plans to address the need to reduce or eliminate the loss of life and property damage resulting from natural and human hazards. Therefore, a local Hazard Mitigation Plan will be planned and developed. Decreased City staff propagate the need to contract with an outside agency.	At the 6 month mark, this project will be 33% complete and \$15,007 funds will be expended. At the 12 month mark, this project will be 100% complete and \$45,477 funds will be expended. At the 15 month mark, this project will be 100% complete and \$N/A_ funds will be expended.
Project M	NPG Mission Area: Protection Goals: 1,3 Objectives: 1,1,1,5,3,3 Core Capabilities: Planning, Public Information and Warning	The City of Yucaipa is requesting funding to purchase a network server for surveillance video that will be utilized to strengthen the overall planning and information sharing by assisting the City and local enforcement agencies to effectively monitor and store surveillance video.	The City of Yucaipa identified a need to effectively monitor and store surveillance video which will be located at the Yucaipa Police Station that is currently under construction and will be completed and installed by May 2014. The Police Station will be designated as the Alternate EOC and is located adjacent to the Yucaipa City Hall which is the Primary EOC.	At the 6 month mark, this project will be 33% complete and \$4,950 funds will be expended. At the 12 month mark, this project will be 100% complete and \$15,003 funds will be expended. At the 15 month mark, this project will be 100% complete and \$N/A_ funds will be expended.
Project N	NPG Mission Area: Response Goals: 2, 3 Objectives: 2,2,2,3,7 Core Capabilities: Operational Coordination, Operational Communications	The Town of Apple Valley is requesting partial funding for an Emergency Services Officer to produce a radio communication failure annex for the Emergency Operation Plan and other day to day activities in support of emergency management.	The Town of Apple Valley recognized the need to produce a radio communication failure annex for the Emergency Operation Plan.	At the 6 month mark, this project will be 33% complete and \$5,074 funds will be expended. At the 12 month mark, this project will be 100% complete and \$18,408 funds will be expended. At the 15 month mark, this project will be 100% complete and \$N/A_ funds will be expended.
Project O	NPG Mission Area: Mitigation Goals: 2,3 Objectives: 2,7,3,1 Core Capabilities: Operational Coordination, Public Information and Warning	The Town of Yucca Valley is requesting funding for training in Introduction to Emergency Management: Earthquake, and Disaster Mitigation & Disaster Recovery.	The Town of Yucca Valley has identified four employees that are an integral part of managing the town's EOC who have not attended the Introduction to Emergency Management: Earthquake, and Disaster Mitigation & Disaster Recovery.	At the 6 month mark, this project will be 33% complete and \$2,600 funds will be expended. At the 12 month mark, this project will be 100% complete and \$5,003 funds will be expended. At the 15 month mark, this project will be 100% complete and \$N/A_ funds will be expended.

Project	NPG Mission Area: Response Goals, Objectives, Core Capabilities	Project Description	Project Milestones/Indicators
Project P	NPG Mission Area: Mitigation, Response Goals: 1, 2, 3, 5 Objectives: 1.1, 2.2, 2.3, 3.5, 5.2, 5.4 Core Capabilities: Planning, Public Information and Warning, Operational Coordination, Mass Care Services, Risk and Disaster Resilience Assessment	The Operational Area (County Fire/OES) is requesting funding for: 1. Partially fund an Emergency Services Officer in order to develop the Joint Information System (JIS) Plan. 2. To send key EOC staff to the California Fire EMS and Disaster (CFED) Conference. 3. To contract with CSTI to host the Crisis Communications Enhanced G250 Course. 4. To send a key EOC staff member to the WebEOC Conference. Funding is also requested for purchase of equipment for the EOC and mass care shelter.	San Bernardino County Fire - Office of Emergency Services (OES) determined the need to retain the Emergency Services Officer that will develop the County's JIS Plan in order to improve the County's single point messaging system between the entire operational area and public safety agencies. The County determined the need to enhance the abilities of key Emergency Services Officers to effectively respond to disasters and appropriately utilize the tools and technology available by attending crucial trainings for WebEOC, CSTI, and CFED. The County endeavors to improve ergonomic workplace standards and facilitate greater productivity during response/coordination operations in the EOC by purchasing new 24/7 Inmate Duty Chairs. Also, in order to provide support during a rapid response mass care and shelter incident, the County determined the need for a Shelter Operations Compound Supply (SHOC) Trailer which will house administrative supplies and equipment necessary to operate a Shelter Operations Compound.
Project Q	NPG Mission Area: Response Goals: 1, 2 Objectives: 1.1, 1.2, 2.2, 2.4 Core Capabilities: Planning	The Emergency Management Performance Grant allows 5% of the grant allocation for management and administration of the EMPG grant. The 5% MSA is going to be used to pay for a portion of the salaries and benefits of the County Fire/OES staff administering the grant.	The 5% of the MSA will provide management and administration of the EMPG grant for the San Bernardino County Operational Area.
Project R			

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PROJECT LEDGER

Attribution to this document may result in delayed application approval, modification requests, or reimbursement requests. Submittals may be added to revise and/or to present any proposed financial management request. Warning! Do not use this document as a template. It is for informational purposes only. Do not use this document as a template.

County of San Bernardino

2013-0047
071-00000

CFDA #	97-042 EMPG
LEDGER TYPE	Initial Application
Today's Date:	July 9, 2013

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated	Amount Approved Previous	Amount This Request	Match Amount	Total Approved	Remaining Balance	Percentage Complete
1	A	City of Adelanto - Equipment Project	EMPG	EMG	Equipment	Power	547,610			547,610		547,610	
2	B	City of Chino - Equipment Project	EMPG	EMG	Equipment	Information Technology	14,375			14,375		14,375	
3	C	City of Chino Hills - Organization Project	EMPG	EMG	Organization	Staffing	20,204			20,204		20,204	
4	D	City of Colton - EOC Renovation (Equipment)	EMPG	EMG	EOC Construction & Renovation	EOC Renovation	19,473			19,473		19,473	
5	E	City of Fontana - Consultant/Contractor (Planning) Project	EMPG	EMG	Planning	Conferences	15,080			15,080		15,080	
6	F	City of Hesperia - Planning Project	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols and Systems	43,256			43,256		43,256	
7	G	City of Loma Linda - Organization Project	EMPG	EMG	Organization	Staffing	22,398			22,398		22,398	
8	H	City of Ontario - Equipment Project	EMPG	EMG	Equipment	Information Technology	9,469			9,469		9,469	
9	I	City of Breaux Occidental - Equipment Project	EMPG	EMG	Equipment	Information Technology	36,764			36,764		36,764	
10	J	City of Rancho Cucamonga - Planning (Planning) Project	EMPG	EMG	Planning	Community Outreach	13,562			13,562		13,562	
11	K	City of Redlands - Equipment Project	EMPG	EMG	Equipment	Power	24,000			24,000		24,000	
12	L	City of Redlands - Equipment Project	EMPG	EMG	Equipment	Dhur Authorized Equipment	80			80		80	
13	M	City of Redlands - Equipment Project	EMPG	EMG	Equipment	EMERGENCY LOGICAL Support Equipment	16,009			16,009		16,009	
14	N	City of Rialto - Training Project	EMPG	EMG	Training	Course Delivery and Evaluation	2,200			2,200		2,200	
15	O	City of San Bernardino - Consultant/Contractor (Planning) Project	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols and Systems	24,278			24,278		24,278	
							45,477			45,477		45,477	

EMPG V1.13 - 2013

Number	Project Name	Source	Discipline	Solution Area	Solution Area Sub-Category	Amount Requested	Amount Approved Previous	Match Amount	Total Approved	Remaining Balance	Percentage Complete
16	M City of Yucca Valley - Equipment Project	EMPG	EMG	Equipment	Information Technology	15,003		15,003		15,003	
17	N Town of Apple Valley - Organization Project	EMPG	EMG	Organization	Staffing	18,408		18,408		18,408	
18	O Town of Yucca Valley - Training Project	EMPG	EMG	Training	Staff Expenses	9,003		9,003		9,003	
19	P San Bernardino County Fire Protection District - Training Project	EMPG	EMG	Training	Course Delivery and Evaluation	40,000		40,000		40,000	
20	P San Bernardino County Fire Protection District - Training Project	EMPG	EMG	Training	Staff Expenses	12,146		12,146		12,146	
21	P San Bernardino County Fire Protection District - Equipment Project	EMPG	EMG	Equipment	Other Authorized Equipment	32,619		32,619		32,619	
22	P San Bernardino County Fire Protection District - Equipment Project	EMPG	EMG	Equipment	CPRME Incident Response Vehicle	11,426		11,426		11,426	
23	P San Bernardino County Fire Protection District - Planning Project	EMPG	EMG	Planning	Develop and Enhance Plans, Programs and Systems	75,000		75,000		75,000	
24	Q San Bernardino County Fire / JES - M&A	EMPG	EMG	M&A	Grant Admin	27,380		27,380		27,380	
25											
26											

1. Costs to employee approximations removal, modification, rework, or replacement requests
 2. Costs to employee re-plant any altered material Management forms filled.
 3. Warning: Decision to use is not altered if treatment is not
 4. Attention to the code
 5. Study which may be active

County of San Bernardino

071-0000
2413-0147

CFDA#	97-042 EMPG
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Initial Application

Today's Date	July 9, 2013
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[illegible]

Ms. A.

Please do not write your name or message in this space.

2013-0047
071-00000

LEDGER TYPE	Initial Application
Today's Date:	July 9, 2013

FMFW V1.13 - 2013

County of San Bernardino

2013-0047
E071-00007

CFDA # 97-042 EMPG

LEDGER TYPE	Initial Application
Today's Date	July 9, 2013

Project	Consulting Firm & Consultant Name	Project Description of Work	Deliverable	Location/Room	Sanitation Area/Category	City Official/Contractor	Period of Estimating	Fee for Consultant/Contractor	Estimate/Contract Fee	Billable Hour Breakdown	REMB Request #	Total Cost Change to Grant
										Estimate/Contract Fee	Estimate/Contract Fee	
D	Construction Company/ General Contractor	Update/Remodel bathrooms in City of Escondido EOC	Remodel, fully equipped, and install ready EOC	EOC Construction & Renovation	EOC Renovation	Consultant/Contractor Fee						
E	County of San Bernardino, Office of Emergency Services	City of Pomona will be contracting the County of San Bernardino Office of Emergency Services (CES) to provide emergency management and public disaster public education to the community	1) Provide City staff with emergency management training 2) Provide public education to emergency management and disaster preparedness	Planning	Conferences	Consultant/Contractor Fee						
L	CSO	City of Bala will contract with Cal OES to deliver CSO emergency management training	Provide City staff with emergency management training	Training	Course Delivery & Evaluation	Consultant/Contractor Fee						
P	County of San Bernardino, Office of Emergency Services	City of San Bernardino will contract with County of San Bernardino Office of Emergency Services (OES) to develop emergency management business plans for the City and community	Update emergency operations plans and hazard mitigation plans	Planning	Developing and Enhance Plans, Protocols and Systems	Consultant/Contractor Fee						
	CSO	San Bernardino County Fire Protection will host CSO's delivery of the Crisis Communications Enhanced Course (ECC399)	Conduct Crisis Communications Enhanced ECC399 Course (ECC399)	Training	Course Delivery & Evaluation	Consultant/Contractor Fee						

VALLEJO EMERGENCY MANAGEMENT AGENCY
PERSONNEL

County of San Bernardino

2013-0447
071-00000

CFDA # 97-042 EMPG

LEADER TYPE: Initial Application
Today's Date: July 9, 2013

Project	Employee Name	Project/Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting Period	Total Project Hours	REIMS Request #	Total Cost Charged to Grant
C	Bonnie Michaels	(1) Ongoing update of City of Chico Hills Emergency Operations Plan (EOP), (2) Develop Standard Operating Guides (SOG), and (3) Develop disaster service worker education/training program	EMPG	EMG	Organization	Staffing					
F	Bright Bourington	(1) Provide CERT classes to City of Hospeda staff and community including submission of After Action Report for Exercises, (2) EOC Activation Guideline Updates, and (3) Four CERT Class Exercises	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols & Systems					
G	Daina Kreske	(1) Update the City of Loma Linda's Emergency Operations Plan, coordination with the city's Disaster Council and (2) Conduct Community Emergency Response Team (CERT) classes	EMPG	EMG	Organization	Staffing					
I	Stan Vanhorn	(1) Ongoing updates, implementation, and maintenance of City of Rancho Cucamonga's CERT Training and Exercises plans, (2) Public education on all aspects of emergency and disaster preparedness to the community.	EMPG	EMG	Planning	Community Outreach					
N	Joseph Guerra	(1) Produce a radio communications failure annex for the Town of Apple Valley's Emergency Operation Plan, (2) provide continuing education to community volunteers and staff, and other day to day activities in support of emergency management	EMPG	EMG	Organization	Staffing					
P	Cheryl Hogg	Develop the Joint Information System (JIS) Plan	EMPG	EMG	Planning	Develop and Enhance Plans, Protocols & Systems					
Q	Stephanie Silea	Grant Management and Administration	EMPG	EMG	M & A	Grant Admin					

EMERGENCY MANAGEMENT AGENCY MATCH

Allocations to this fund may result in delayed implementation approval, modification requests, or reimbursement requests. Subgrantees may be asked to provide further information and/or submit and/or amend financial management forms. (Warning) Please ensure that all information is provided in a timely manner to avoid delays in processing requests.

County of San Bernardino

2013-0047
071-00000

CFDA # 97-042 EMPG

LEADER TYPE Initial Application

Today's Date: July 9, 2013

Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Type of Match	Total Obligated Match	Previous Match Expended	Current Match	REMP Request #	Total Match Expended	Remaining Balance	Percentage Complete
A	City of Redlands - Equipment Project	EMPG	EMPG	Equipment	Power	In-kind Match	14,375	547,650				547,650	
B	City of Chino - Equipment Project	EMPG	EMPG	Equipment	Information Technology	In-kind Match	20,204					14,375	
C	City of Chino Hills - Organization Project	EMPG	EMPG	Organization	Staffing	In-kind Match	19,473					20,204	
D	City of Colton - EOC Renovation (Equipment) Project	EMPG	EMPG	EOC	EOC	In-kind Match	15,080					19,473	
E	City of Fontana - Consultant/Contractor (Planning) Project	EMPG	EMPG	Planning	EOC Renovation	In-kind Match	43,256					15,080	
F	City of Hemet - Planning Project	EMPG	EMPG	Planning	Conferences	Cash Match	22,398					43,256	
G	City of Loma Linda - Organization Project	EMPG	EMPG	Organization	Develop and Enhance Plans, Protocols and Systems	In-kind Match	9,469					22,398	
H	City of Ontario - Equipment Project	EMPG	EMPG	Equipment	Staffing	In-kind Match	36,764					9,469	
I	City of Rancho Cucamonga - Equipment Project	EMPG	EMPG	Equipment	Other Authorized Equipment	In-kind Match	13,562					36,764	
J	City of Redlands - Equipment Project	EMPG	EMPG	Equipment	Information Technology	In-kind Match	24,000					13,562	
K	City of Redlands - Training Project	EMPG	EMPG	Training	Community Outreach	In-kind Match	80					24,000	
L	City of San Bernardino - Consultant/Contractor (Planning) Project	EMPG	EMPG	Planning	Power	In-kind Match	16,009					80	
M	City of Yucaipa - Equipment Project	EMPG	EMPG	Equipment	Other Authorized Equipment	In-kind Match	2,200					16,009	
N	City of Apple Valley - Organization Project	EMPG	EMPG	Organization	Technical Support	In-kind Match	24,278					2,200	
					Equipment	In-kind Match	15,003					24,278	
					Course Delivery and Evaluation	In-kind Match	15,003					15,003	
					Develop and Enhance Plans, Protocols and Systems	In-kind Match	18,408					18,408	

CFDA #: 97-042 EMPG

County of San Bernardino

2013-0047
071-00000

Supporting Information for Reimbursement/Advance of State and Federal Funds

Initial Application

This request is for an/a: _____

This claim is for costs incurred within the grant expenditure period from _____ and does not cross fiscal years.

_____ through _____
(Beginning Expenditure Period Date) (Ending Expenditure Period Date)

_____ (REIMB or MOD Request #) _____
(Amount This Request)

Under Penalty of Perjury I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Statement of Certification - Authorized Agent

This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidelines. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget. For HSEIP: All equipment and training procured under this grant must be in support of the development or maintenance of an identified team or capability.

Mark A. Hartwig, Fire Chief / Fire Warden

Printed Name and Title

Signature of Authorized Agent

August 13, 2013

Date

Please reference the Instructions Page under the "Authorized Agent" section for instructions/address on where to mail workbook

EMPG v1.13 - 2013

RECEIVED: San Bernardino

JAN 30 2014

City Fire-Administration

RESOLUTION NO. 2011-241

1 RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
2 SAN BERNARDINO AUTHORIZING THE CITY OF SAN BERNARDINO FIRE
3 DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SAN
4 BERNARDINO TO PROVIDE FIRE PROTECTION AND PARAMEDIC SERVICES
5 TO COUNTY UNINCORPORATED AREAS WITHIN THE CITY OF SAN
6 BERNARDINO'S SPHERE OF INFLUENCE FROM JULY 1, 2011 THROUGH JUNE
7 30, 2016.

8 BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF
9 SAN BERNARDINO AS FOLLOWS:

10 SECTION 1. The San Bernardino County Fire Department (County Fire) and the San
11 Bernardino City Fire Department wish to enter into an agreement for fire protection and
12 paramedic services to County unincorporated areas;

13 SECTION 2. The Mayor or his designee is hereby authorized and directed to execute
14 said agreement, a copy of which is attached as Attachment A;

15 SECTION 3. Said services will be provided in the San Bernardino County
16 unincorporated areas, most commonly referred to as "county islands", located within the City
17 of San Bernardino's sphere of influence;

18 SECTION 4. Said agreement will be for fire protection and paramedic services for the
19 period from July 1, 2011 through June 30, 2016;

20 SECTION 5. Said agreement amount shall be for four hundred eighty-seven thousand
21 dollars and no cents (\$487,000) per year,

22 SECTION 6. The authorization to execute the above referenced agreement is
23 rescinded if it is not executed within one hundred and twenty (120) days of the passage of this
24 resolution.

25 ///

26 ///

27 ///

28 ///

///

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF
 SAN BERNARDINO AUTHORIZING THE CITY OF SAN BERNARDINO FIRE
 DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SAN
 BERNARDINO TO PROVIDE FIRE PROTECTION AND PARAMEDIC SERVICES
 TO COUNTY UNINCORPORATED AREAS WITHIN THE CITY OF SAN
 BERNARDINO'S SPHERE OF INFLUENCE FROM JULY 1, 2011 THROUGH JUNE
 30, 2016.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
 Common Council of the City of San Bernardino at a joint regular meeting thereof, held on
 the 1st day of August, 2011, by the following vote, to wit:

Council Members:	AYES	NAYS	ABSTAIN	ABSENT
MARQUEZ	X			
JENKINS	X			
BRINKER	X			
SHORETT	X			
KELLEY	X			
JOHNSON	X			
MCCAMMACK	X			

Rachel G. Clark
 Rachel G. Clark, City Clerk

The foregoing Resolution is hereby approved this 2nd day of August, 2011.

Patrick J. Morris
 Patrick J. Morris, Mayor
 City of San Bernardino

Approved as to Form:

JAMES F. PENMAN, City Attorney

By: James F. Penman



**SAN BERNARDINO COUNTY
FIRE PROTECTION
DISTRICT**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		Dept.	Contract Number
<input type="checkbox"/> Change			SC	11-621
<input type="checkbox"/> Cancel			A	
Dept.			Orgn.	Contractor's License No.
San Bernardino County Fire Protection District				
Contract Representative			Telephone	Total Contract Amount
Larita Manalili, Management Analyst			(909)387-6134	\$ 2,435,000.00
Contract Type				
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason: <u>Fire Protection Services</u>				
Commodity Code		Contract Start Date	Contract End Date	Original Amount
				\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source
FVZ	580	3A78	200	2400
				GRC/PROJ/JOB No.
				Amount
				\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source
FVZ	580	PM2	200	2400
				GRC/PROJ/JOB No.
				Amount
				\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source
				GRC/PROJ/JOB No.
				Amount
				\$
Project Name			Estimated Payment Total by Fiscal Year	
Fire Protection Services Agreement			FY	Amount
			I/D	
			FY	Amount
			I/D	
			FY	Amount
			I/D	
			FY	Amount
			I/D	
			FY	Amount
			I/D	

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**, hereinafter called the **COUNTY FIRE**, and

Name

City of San Bernardino Attn: Pat Morris, Mayor

hereinafter called CITY

Address

PO Box 1318

San Bernardino, CA 92402

Telephone

(909) 384 - 5286

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

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

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN**

**THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
THE CITY OF SAN BERNARDINO**

This AGREEMENT is made and entered into by and between the San Bernardino County Fire Protection District (hereinafter referred to as "COUNTY FIRE"), County Fire Service Zone PM-2 (hereinafter referred to as "COUNTY FIRE PM-2") and the CITY OF SAN BERNARDINO (hereinafter referred to as "CITY").

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WITNESSETH:

WHEREAS, it is the intent of the parties hereto that the fire services in a portion of COUNTY FIRE, depicted as on attached map, be furnished to COUNTY FIRE by CITY subject to the terms and conditions contained herein; and,

WHEREAS, it is the intent of the parties hereto that the advanced life support (ALS/Paramedic) services in a portion of COUNTY FIRE PM-2, depicted on attached map, be furnished to COUNTY FIRE PM-2 by CITY subject to the terms and conditions contained herein; and,

WHEREAS, it is the intent of the parties hereto that CITY provide fire protection and ALS/Paramedic services to COUNTY FIRE AND COUNTY FIRE PM-2 and that COUNTY FIRE and COUNTY FIRE PM-2 pay CITY for these services.

NOW, THEREFORE, it is agreed as follows:

1. CITY will furnish fire protection services, including advanced life support (ALS). The CITY has the right to bill for ALS services in any area not in COUNTY FIRE PM-2.
 2. CITY will furnish fire cause and origin determination including investigations which it furnishes within its own boundaries.
 3. COUNTY FIRE will continue to provide fire protection planning and engineering services and agrees to provide CITY with copies of commercial and industrial project conditions upon final approval of the projects by the County.
 4. CITY shall submit to COUNTY FIRE on a quarterly basis during the term of this contract a report of all fire and ALS/Paramedic services provided during the term of this contract.
 5. Term - This Agreement shall become effective July 1, 2011 and continue in effect through June 30, 2016. Thereafter, the parties may agree to extend the Agreement for additional one-year periods on the same terms and conditions.
 6. Termination - Either party may terminate this Agreement by giving not less than sixty (60) days written notice to the other party of said intent to terminate.
-
7. COUNTY FIRE and COUNTY FIRE PM-2 shall pay the sum of \$487,000.00 per year during the term of this Agreement. Such payment by COUNTY FIRE and COUNTY FIRE PM-2 to CITY will be made semi-annually in arrears on or before June 30 and December 31 of each year. Should CITY annex all or any portion or otherwise become legally obligated to provide fire protection services to any or a portion of the area as depicted on attached map at any time during the effective period of the Agreement, COUNTY FIRE and COUNTY FIRE PM-2, agree to reduce the contract amount based on the auditor/controller estimated current tax revenue to be transferred from COUNTY FIRE. Only properties annexed prior to April 1st of the current contract year will be used to recalculate the next year's contract amount.
 8. Indemnification - COUNTY FIRE and COUNTY FIRE PM-2 agree to indemnify and hold harmless the CITY, its officers, agents, employees or volunteers from any and all claims, actions or losses, damages, and/or liability resulting from COUNTY FIRE's and COUNTY FIRE PM-2's negligent acts or omissions which arise from COUNTY FIRE's and COUNTY FIRE PM-2's performance of its obligations under this agreement.

The CITY agrees to indemnify and hold harmless COUNTY FIRE and COUNTY FIRE PM-2 and their officers, employees, agents and volunteers from any and all claims, actions or losses, damages and/or

liability resulting from CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this agreement.

In the event COUNTY FIRE and COUNTY FIRE PM-2 and/or CITY is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under the agreement, COUNTY FIRE and COUNTY FIRE PM-2 and/or CITY shall indemnify the other to the extent of its comparative fault.

9. Insurance - COUNTY FIRE and CITY are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this Agreement.
10. Notices - All notices hereunder shall be in writing and served personally or deposited in the United States Mail, first class, addressed as follows:

CITY:

San Bernardino City Fire Department
200 E Third Street
San Bernardino, CA 92410

DISTRICT:

San Bernardino County Fire Protection District
Fire Chief
157 W. 5th Street, 2nd floor
San Bernardino, CA 92415-0451

///

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

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

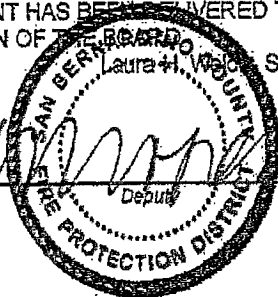

Josie Gonzales, Chair, Board of Directors

Dated: AUG 23 2011

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


Laura H. Wajc, Secretary

By 
Deputy



CITY OF SAN BERNARDINO

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

By 

(Authorized signature - sign in blue ink)

Name PATRICK MORRIS

(Print or type name of person signing contract)

Title MAYOR

(Print or Type)

Dated: 8-2-11

Address 300 N D STREET

SAN BERNARDINO, CA

92418

APPROVED AS TO FORM:

James F. Penman,
City Attorney

By: 

Approved as to Legal Form


Counsel

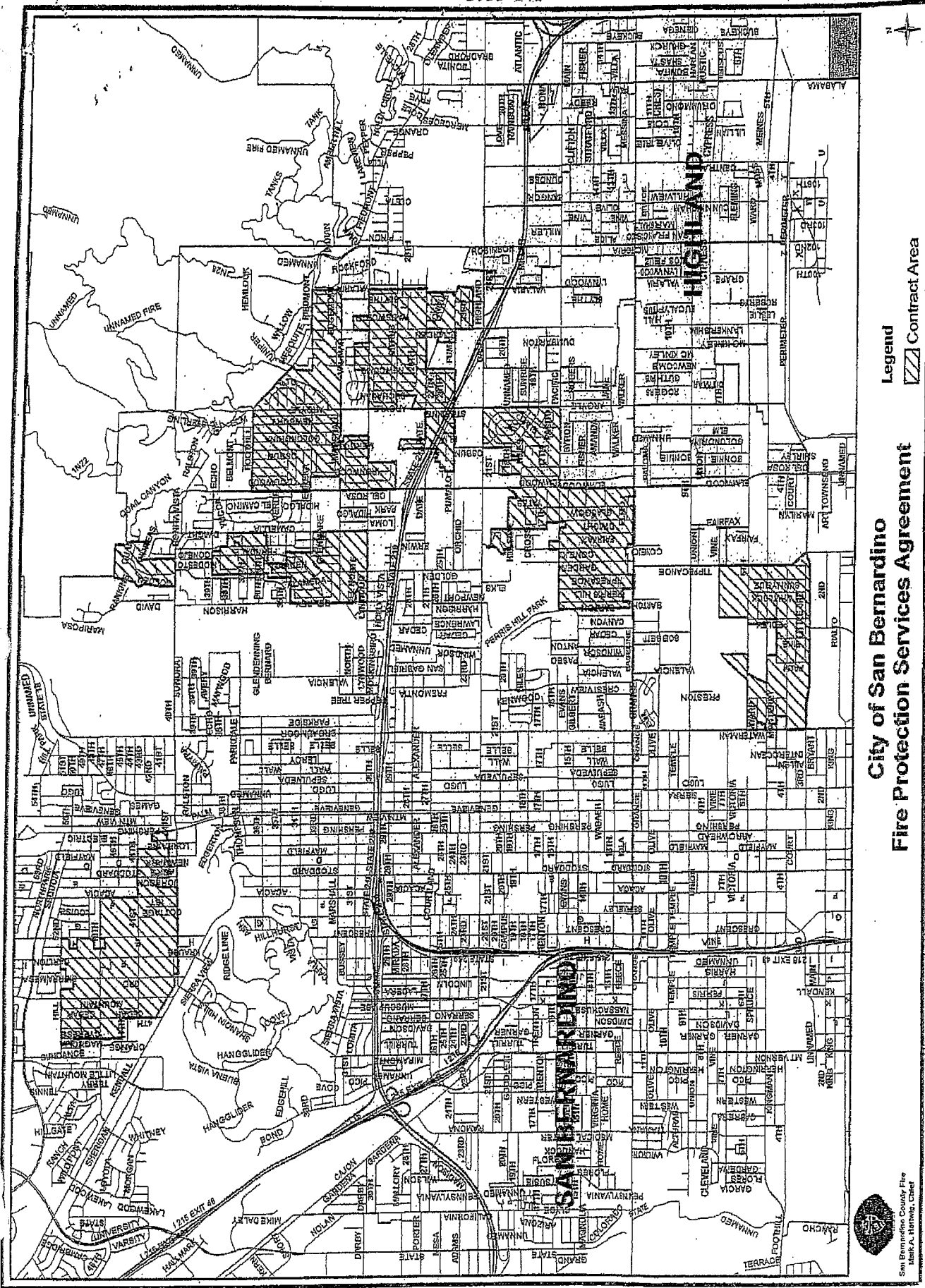
Date 8/14/11

Reviewed by Contract Compliance

Date

Presented to Board for Signature

Date 8-18-11



**City of San Bernardino
Fire Protection Services Agreement**

Legend
 Contract Area

**Copies of Letters Received from the
Public Related to LAFCO 3198**

Attachment 8

RECEIVED
JAN 20 2016

LAFCO
San Bernardino County

Mrs. Donna Sellers
925 Western Avenue
Colton, CA 92324

January 19, 2016

Local Area Formation Committee
ATTN: Ms. Kathleen Rollings-McDonald
215 North D Street, Suite 204
San Bernardino, CA 92415-0490
Tel 909-388-0480 / Fax 909-885-8170
Email: lafco@lafco.sbcounty.gov

RE: January 27, 2016 PUBLIC HEARING AGENDA ITEMS 6 & 7

Consideration of: (1) CEQA Statutory Exemption for LAFCO 3197; and (2) LAFCO 3197 – Sphere of Influence Amendment for San Bernardino County Fire Protection District (City of San Bernardino area)

Consideration of: (1) CEQA Statutory Exemption for LAFCO 3198; and (2) LAFCO 3198 – Reorganization to include Annexations to the San Bernardino Fire Protection District, its Valley Service Zone and Service Zone FP-5

Proposed Annexation and Parcel Tax City of San Bernardino Fire Department
Parcel # 0280-071-10-0-000 & 0280-071-17-0-000

Dear Ms. Rollings-McDonald and LAFCO Commission members:

I am writing a letter in protest of the proposed outsourcing and proposed annexation of city of San Bernardino Fire department and the associated parcel tax. While I do not live within the city limits of the city of San Bernardino, I am a legal property owner that will be adversely affected. I am the owner of 2 parcels of land within the proposed area and will be assessed an additional fee if this were to be approved. **I strongly oppose this parcel tax and ask that you register my letter in OPPOSITION to the approval of this fee and insert my letter into the agenda backup for the January 27 2016 public hearing.**

Below I will highlight three areas of concern and why I believe you should **not** approve this additional tax: voters' approval, unsubstantiated cost savings and long term ramifications.

Voters' Approval

For the nearly 60,000 parcel owners affected by this proposed parcel tax, the elected officials of the city of San Bernardino must bring this before the voters. To circumvent Prop

13 and attempt to backload a tax onto the parcel owners is unacceptable and while maybe lawful certainly disregards the public's interest and approval at the voting booth.

In late August 2015, to my dismay, a slim majority of the elected officials of the city of San Bernardino and the Mayor (Shorett, Mulvihill, Johnson and Marquez / Carey Davis) voted in favor of outsourcing and raising taxes **without** having the courage to send this before the voters for approval. **I applaud Councilman John Valdivia who led the discussion AGAINST these increased taxes** and the 2 other council members who joined with him to fight taxpayer abuse. Have courage and do what is right. Send this to the voters of the city of San Bernardino and its parcel owners.

Unsubstantiated Cost Savings

I am a firm believer in local control and the need for local government (i.e. cities such as City of San Bernardino) to provide a core care of service for its residents. In this case, the city of San Bernardino currently provides fire services for its citizens which exceed 40,000 calls for service each year and operates effectively and efficiently at a cost to taxpayers of nearly \$24M in actual costs. In the current fiscal year 2015/16, the city of San Bernardino budgets nearly \$29M for these services; in spite of the challenges, city fire personnel consistently sustain fire operations and bring enhanced cost savings substantially and significantly lower than what is budgeted and approved by the Mayor and Council of the City of San Bernardino.

Further, it was revealed during the late August 2015 hearing that nearly \$31.5M will be allocated and charged by the county of San Bernardino for fire protection and that the city of San Bernardino would be assessed this higher figure and required to reimburse the county for services provided under the proposal. This makes absolutely no sense as the city of San Bernardino can provide the same services for a much more reasonable cost. So then, why outsource . . why assess taxpayers? **Why?** Not to mention the unexplained reimbursements that go unexplained with the handing over of the city fire stations, fire apparatus and equipment and resources that will be handed over to the county fire department all at a cost to the taxpayer.

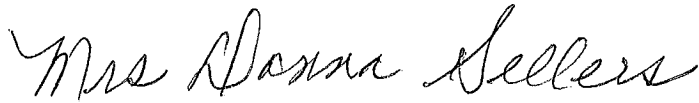
I should not have to bear the expenses of this failed city and its administrators. Frankly, I do not want to share in their financial mishaps---I am not interested in sharing the burden with the city of San Bernardino. I expect more problem solving from your board and these elected officials rather than attempting to take more from me.

Long Term Ramifications

The final reason I stand in opposition to the outsourcing and annexation is the unknown costs to me and my family and the potential spikes ongoing assessed by the county of San Bernardino. I do not know how much this will affect my personal budget in the years ahead and as a Senior Citizen have challenges currently to pay for the high costs of taxes and medical care. I will be watching very closely how you vote on this matter and now the potential political fallout for your agency and the County Board of Supervisors. Further, if this parcel tax is on an automatic cost escalator and does not gain the support of the taxpayer . . I am afraid of the unchecked rate hikes and loss of local control.

I respectfully register my opposition and ask for your consideration in these aspects described above. .and ask that you NOT approve this annexation and parcel tax.

Sincerely yours,

A handwritten signature in cursive script that reads "Mrs Donna Sellers".

Mrs. Donna Sellers

CC:

County Board of Supervisors (Hagman, Lovingood, Rutherford, Ramos, Gonzales)
Mr. Greg Deveraux, County of San Bernardino CEO
LAFCO Commission (Bagley, Cox, Curatalo, Lovingood, McCallon, Ramos, Williams & Alternate Commission Members)
Hon. Carey Davis, City of San Bernardino
Hon. John Valdivia, Councilmember-City of San Bernardino
Hon. Rikke Johnson, Mayor Pro Tempore-City of San Bernardino
Hon. Virgina Marquez, City of San Bernardino
Hon. B. Barrios, City of San Bernardino
Hon. Fred Shorett, City of San Bernardino
Hon. Henry Nickel, City of San Bernardino
Hon. Jim Mulvihill, City of San Bernardino

Schell, Angela

From: Janette Mckaig <janettemckaigcep@hotmail.com>
Sent: Saturday, January 9, 2016 12:15 PM
To: Schell, Angela
Subject: Parcel Tax for 3188 N Mountain View Ave objection

RECEIVED
JAN 11 2016

LAFCO
San Bernardino County

Hello,

I am writing to state my objection to the parcel tax for several reasons:

1. How are we saving money having to pay more for our Fire department?
2. Why does a person that has a property that has a 30,000 sq ft lot paying the same as a person with a 2500 sq ft lot?
3. Why is a person with an assessed value of 350k house paying the same as a person with a house assessed at 150K?

I am a real Estate agent who lives and works regularly in the city of San Bernardino. Why are we trying to drive home buyers/owners away with this assessment? We desperately need homeowners who live in the city. This is not the way to attract homebuyers. Please rethink/revise this.

Thank-you,

Janette McKaig BRE-01342398

Citadel Estate Properties

20501 Ventura Blvd Suite 311

Woodland Hills Ca, 91364

C-562-499-9874 F-818-888-7372 O-818-992-4896

Schell, Angela

From: Joe Ortiz <joejanortiz@gmail.com>
Sent: Monday, January 11, 2016 8:00 AM
To: Schell, Angela
Subject: Lafco 3198 Fire change

RECEIVED
JAN 11 2016

LAFCO
San Bernardino County

I object to this procedure because the entire process has been a manipulated vendetta against the San Bernardino Fire Department Union by an administration that is driven by the majority in the city council.

It's a shame that these majority council people cannot see what the cost in lives and money will be by farming out our great fire department. The County is already overwhelmed and this will just be another burden not only to the County, but to the citizens of our city as well.

Joe Ortiz

387 W. 25th Street

San Bernardino, Ca 92405

Schell, Angela

RECEIVED
JAN 11 2016

From: charlene sousa <charlisousa@gmail.com>
Sent: Friday, January 8, 2016 1:27 PM
To: Schell, Angela
Subject: Tax increase Fire Department

LAFCO
San Bernardino County

I as a senior citizen. I'm concerned about another tax increase I live on a fixed income and I'm wondering how much longer I can live here while you keep raising property tax. The city fathers and mothers what are they doing with the money? we cant afford cops. now we can't afford fire departments we can't afford emergency medical help. But we could afford to refurbish on old Theater.. Not to mention oil is at its lowest price ever and yet California pays the highest gas prices in all 50 states . then the governor wants to raise our tags \$65 a year will anybody be able to afford to live in the state of California for very long? I live in a neighborhood where you have to have dogs to keep people from robbing your garage, there are homeless people and speed freaks roaming the area more often than not they sleep in the alley and in the parking lot behind my house with minimum police protection and you want to raise my property tax. no special rates for senior citizens!!!! No consideration for senior citizens!! I'm tired of politicians and bureaucrats picking my pockets... I get \$1,176 a month I still have a \$700 mortgage Plus vehicle insurance food etc etc cetera...

Charlene sousa
915 West 23rd Street
San Bernardino 924 05
909 531 9070

Schell, Angela

From: charlene sousa <charlisousa@gmail.com>
Sent: Friday, January 8, 2016 1:53 PM
To: Schell, Angela
Subject: Taxes

RECEIVED
JAN 11 2016

LAFCO
San Bernardino County

This is an add-on from the letter I just sent you I can't afford cable TV I'm writing you from my phone which is a metro PCs phone cant afford to get online I only flush my toilet every other time. I rinse my clothes instead of complete wash not only to save water I can't afford the water can't afford heat in the winter time can afford air conditioning in the summertime while I try to save money somebody wants to take it away from me and do I have a say?

Charlene Sousa
915 west 23rd Street
San Bernardino 92405
909 534 9070

RECEIVED
JAN 11 2016

Schell, Angela

LAFCO

San Bernardino County

From: Arthur Johnson <billjohnsonjr@icloud.com>
Sent: Friday, January 8, 2016 11:06 AM
To: Schell, Angela
Subject: LAFCO 3198 Annexation of San Bernardino Proposal - OPPOSED Times 7!

Dear Sir or Madam:

I own property in San Bernardino affected by this proposal, and as I currently understand it, I am absolutely opposed to the proposal - and my opposition vote is for all seven (7) parcels I own in the affected area.

The reason I am opposed to it is because the proposal is essentially a tax increase. Here is why: I currently pay 'x' amount of taxes to the City of San Bernardino, for which I receive fire services. While I don't know if cost for these fire services is itemized, they are still services I am paying for in my total tax bill of 'x' dollars.

The LAFCO proposal 3198 includes an additional fee of \$143.92 per year per parcel.

I spoke with someone at the number listed in your notice, 909-388-0480, and they informed me that if adopted, the proposal would NOT include a reduction in the taxes I pay to the City of San Bernardino, in the same amount, for City Fire no longer providing me fire service. So in addition to paying SB County the new \$143.92 fire protection fee, I would also still be paying the City of San Bernardino for fire protection too. That is not reasonable or fair.

This is essentially a new non-voter approved tax, and that is not right!

Please let me know if my understanding of this is incorrect.

Thanks,

Arthur W. Johnson

January 12, 2016

Local Agency Formation Commission
215 North D Street Suite 204
San Bernardino, California 92415-0490

RECEIVED
JAN 13 2016

LAFCO
San Bernardino County

TITLE: LAFCO 3198

I live in the City of San Bernardino, California and I am against the City Council to outsource San Bernardino City Fire Department and contract with the San Bernardino County Fire Department.

Reason, read attached letter and I request that you read this letter at the hearing on January 27, 2016 at 9:00 a. m. because I will be unable to attend the hearing.

Thank You,

Carl Lucey
3449 Fairfax Drive
San Bernardino, California

Phone No. 909-882-0848

If County fire service is better than city fire service maybe the San Bernardino residences should think about voting for Disincorporation of the city and get that on the ballot and let us decide what we want do. We already pay tax on our county tax for city fire protection.

Disincorporation For San Bernardino Is Not The Worst Thing For A Cash-Strapped City !

Disincorporation isn't so bad. In fact, lots of California communities have chosen to remain unincorporated . While it doesn't erase financial problems , it does turn over to the county, which has many more taxpaying people to absorb the fiscal ups and downs. Also city residences would not have pay that parcel fee of \$143.92.

For San Bernardino residences, that means sharing their financial burden with folks better off themselves, such as those in the unincorporated community of Montecito, California, where the median home value is \$2.9 million and San Bernardino it is around \$165, 000 if you can get it.

Seventeen cities have disincorporated in California history, including Long Beach, Pismo Beach and Stanton, each of which later reincorporated.

Residents of San Bernardino we better wake up if the city council imposes a \$143.92-per year tax on our property bill to pay for outsourcing 137 year old fire department and another \$150 to Cal-Fire for protection of the foothills located in the City of San Bernardino. That's \$293.92 dollars added to your county tax bill each year. Each year County fire will want more money because fire protection cost will go up.

Now that's a " Catastrophe ", San Bernardino should have a Class A fire department like the City of Riverside. The Fire Chief is right this a tragedy and all the residents should support the Chief.

San Bernardino City Fire Department has a contract with San Bernardino County Fire Department for the county area in Del Rosa and did that money go to the city fire department ?

Why would the county contract with the city ? Sounds like we have a excellent fire department and the county wants the city to contract with them, lets take a hard look at this folks !

I think we have darn good fire and police departments !

The next department will be the police that they want to outsource.

May be the Grand Jury should look into everything the city has been doing and help shore up the treasury.

I've been reading about cities juggling their financial obligations in the past and made honest mistakes.

Let the Grand Jury take a look at the on going structural deficit and expenditures outpacing revenue coming in.

If the grand jury doesn't think there's an easy solution either, noting in the report that there's no " bridge to solvency " , we may have to look at Disincorporation.

I oppose any proposal to outsource the fire department or the police department along with parcel tax of \$143.92.

Whatever it may turn out to be, residence voters should reject the City Council vote to eliminate the fire department.

I also oppose any Charter change because our Fire and Police Earn that money.

Mayor Davis told the City Charter board meeting that the Mayor's position should be part time and he should have a vote at the City Council meeting.

I suggest we have four wards in the city and that way the Mayor will have a vote. This will eliminate what I call political malpractice at the council meeting for years.

We need only five to run this city and get rid of all the elected officials and appoint the City Manager, let him run the city.

It seems to me that a pattern is forming between four city council members when they vote yes and the other three vote no. On September 21, 2015 meeting one council member did not like the vote of the other three and got up and left the meeting. I have lived in San Bernardino since 1946 and we have had city council members who have left meetings in the past years and he now adds to the deterioration of our once "All American City ". I think the answer to this problem is the need for sensitivity training.

I keep hearing about the National Orange Show having activities that maybe unlawful on State property. It is a fair ground owned by the State of California and I question Marijuana being sold on state property and that problem should be discussed with the California State Attorney Generals Office.

We have got to save our city, get a Permanent Mail Ballot Voter if you are unable to vote.

How about a General Law City, maybe that could save us, lets hear from you ?

I hope other residents join me to support all city employees for what they have had to put up with. One police chief moved his family to Corona because he felt the city was unsafe for his family to live in. Two council members complain about firemen and police officers that don't live in the city, they don't have to because they have to respond within one hour to duty by state law. I am surprised we have any firemen and police officers left. One city council member was operating a business from his home and did not know he had to have a city business license.

No wonder the city has financial problems !

I am asking the Local Agency Formation Commission to send this County Fire proposal back to the City Council and put this on a ballot and let the taxpayers decide how to foot this bill. I am amazed at some of these City Council members reckless spending habits. On December 2, 2015 San Bernardino had a terrorist attack and the San Bernardino City Fire and the City Police did a outstanding job.

Carl Lucey
San Bernardino.

Schell, Angela

From: Craftno1@aol.com
Sent: Sunday, January 17, 2016 11:55 AM
To: Schell, Angela
Subject: Reject LAFCO - 3198
Attachments: LAFCO 3198.docx

Hello,

Here is the text of my attachment.

From: Michael Craft

Parcel Number 0261-501-15-0-000

Subject: LAFCO – 3198



To Whom it may concern:

As a resident of the city of San Bernardino for nearly 25 years I demand rejection of LAFCO – 3198. While I do not support our arrogant and overpaid San Bernardino City fire fighters, I also cannot support a \$143 TAXATION Without Representation.

I also reject the notion that should the will of the residents of San Bernardino be ignored, yet again, that all fire department structures, vehicles, equipment, and tools be given to San Bernardino County gratis. If in a few years, the #% annual increases do not satisfy the County fire fighters they can then sell back the structures, vehicles, equipment and tools to the residents of San Bernardino that they (the county) received for free.

I urge LAFCO's rejection of this horrible and dictator like action by 'the government of the people'.

Thank you,

Michael Craft

6495 Escena St.

San Bernardino, Ca. 92407

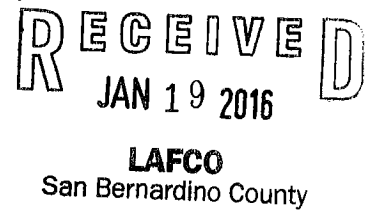
909-887-8163

Parcel Number: 0261-501-15-0-000

From: Michael Craft

Parcel Number 0261-501-15-0-000

Subject: LAFCO – 3198



To Whom it may concern:

As a resident of the city of San Bernardino for nearly 25 years I demand rejection of LAFCO – 3198. While I do not support our arrogant and overpaid San Bernardino City fire fighters, I also cannot support a \$143 TAXATION Without Representation.

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I urge LAFCO's rejection of this horrible and dictator like action by 'the government of the people'.

Thank you,

Michael Craft

6495 Escena St.

San Bernardino, Ca. 92407

909-887-8163

Parcel Number: 0261-501-15-0-000

Karmel Roe
325 w 6th Street
San Bernardino, CA 92401
(951) 205-8616
karmelroe@aol.com

RECEIVED
JAN 19 2016

LAFCO
San Bernardino County

January 19, 2016

LAFCO
Attn: Kathleen Rolling's-McDonald and
Local Commission members

To all parties concerned:

The annexation should not proceed forward for all the following reasons:

The annexation and alternative options were not properly explained to the Mayor and Common council before deciding to apply jointly with the county for annexation. No financials were exchanged just a brief presentation with information that has since drastically changed. No mention of the 2.9 million the Fire Department came in under budget.

It appears that the City would be giving up about \$25.5 Million in revenue to The County and will still be responsible to the county for 6 million in general fund payments for a total of 31.5 million.

The City of San Bernardino will give up all assets yet remain responsible for lease payments and be required to make payment on unfunded pension Liabilities for a total of approximately 3.1 million dollars per year.

We as a city will not be paid for our equipment of fleet not to mention our real property the Vermont fire station has a 2.5 million dollar loan on it and we the tax payers have paid it down the city will still be responsible for this payment yet we have given up our real property.

In doing that math it appears that the City will give up 31.5 million in payments or payment subsidies to the County from the general fund and a new tax and then still pay out of the general fund an additional 3.1 million for a total of 34.6 million seems to me the City if it was more proficient in its business would have come up with a Win Win situation for the public at large.

The lack of proficiency is not on the part of the Mayor and Common council per se, the real lack of proficiency is/was in the area of the City Manager Allen Parker. Allen Parker has recently been terminated for his failures as City manager; Allen Parker did nothing to effectuate a real viable plan for the City of San Bernardino. Allen Parker did not advise the M/CC of revenue generating options, Allen Parker

did not put in place controls and or safe guards and or procedure for departments. Allen parker collected a check and ran like a hamster in a wheel all day long.

The M/CC were not fully educated in the annexation of the Fire department what was conveyed to the M/CC on August 24, 2015 does not have the same terms and conditions as todays draft. This is a rush job and a job done with an un educated electorate body the M/CC have just received the audited financials for fiscal year ending in June of 2013, there is a light at the end of the tunnel and a little breathing room it is now and only now that a proper plan can began to be organized. The fire Department is the only department that came in under budget by 2.9 million dollars that year others were over. The City has no complaints with the response times of the Fire Department, I have walked thousands of doors in the City and all people love and appreciate the prompt service they receive from the San Bernardino Fire Department. The San Bernardino Fire Department has saved many lives because of the prompt response time. Allen Parker deliberately retaliated against the San Bernardino Fire Department for filing suite against him.

This deal is a very good deal for The County of San Bernardino but it is a Fire sale type deal for The City of San Bernardino and dose not benefit the residents at all, we are the ones who ultimately pay the price. The increase in taxes although minimal to some, is not to most of the population in the City of San Bernardino this is stated as fact in the citygate study.

As it stands we will be taxed at \$143.92 for fire protection that we are against, we as citizens have been hit with a new sewer tax therefore further impoverishing the citizens of the city (City Gate Study revealed that we suffer from poverty and have a higher than average population of low income citizens), this will further deteriorate our city as families in San Bernardino do not have the income to sustain the increases and those that do will soon leave our city or will pass it on through rent increases to the tenant population of the City therefore harming the very people you aim to help the residents of this city.

The Bankruptcy Judge may not allow this annexation and the people of San Bernardino might just surprise you and pull off a protest this is not a sure option, other options like the ones suggested below have not been thoroughly vetted. The Judge in Chapter 9 Bankruptcy has an injunction on the very thing the city seeks permission to do, I believe that once the judge takes a look at all the findings as a whole she will not allow the annexation as the idea has not thoroughly been thought out by the M/CC it is just in the recent days that they received an audit long overdue. It is therefore in the best interest of the residents of San Bernardino, the City of San Bernardino that you deny the annexation and require the City to actively negotiated and decide with the San Bernardino Fire department what is truly in the best interest of the citizens of The City of San Bernardino.

There are other options like the City Fire increasing there inspection fees, CBDG funds can be used to fund equipment, facility improvement, training and a Variety of other things.

On December 2, 2015 our lives changed forever the City of San Bernardino has been declared a presidential federal disaster zone (area) and therefor qualifies the city for CDBG-DR funds. CDBG-DR funds specifically relate to fire equipment and public structures related to fire protection. The City of San Bernardino needs to be prepared for anything we need the protection or our fighter fighters and medics we need to know that San Bernardino the City is adequately protected we need to join forces with our police department centralize the dispatch system and increase response time to both entities through teamwork and a cooperative effort.

In the City of San Bernardino Annexation into the San Bernardino County Fire District plan of service Dated December 2015, the fire department works with post occupancy inspections, building code inspections, Fire Code administration, weed abatement public education and events, this would mean that we would have an overlapping of jobs as code enforcement and inspectors will be doing identical jobs the City and the City Fire need to have a plan among themselves outlining procedures for these jobs this is not included in the proposal. If we as a City utilize this tragedy as an opportunity to heal our wounds we could turn around our city moral. We the people as a City loves our fire department and now is not the time to take it from us we the people trust in them and now is a time when they are much needed to facilitate the if you **See it Say it reality we now face.**

The Fire department could and should work with Building and Safety, write code citations related to health and safety, implement our Single-family home inspections and our yearly commercial inspections increase the fee slightly.

The City of San Bernardino could place code enforcement, building and Safety, fire administration and the business license department in one location so that the departments work together minimizing the manpower and all function as a unit that complies with health and safety standards and speeds up the issuance of building permits in the City.

I have reviewed all documents in the files and have concluded that San Bernardino and its residents are getting the short end of the stick through annexation, further more when the M/CC were advised by the city manager they were advised by Allen Parker who is now gone, Allen Parker did not inform the council and or mayor of other options. Allen Parker has hindered the progress of the City and Bankruptcy for over 1 year. Now that he is gone and CDBG-DR grant funds are available to the City Fire department you as the committee of commissioners have a duty to the residents of San Bernardino to have all options perused. The City was forced by Allen Parker to adopt the resolution to outsource City Fire a 145-year asset to our City because he brought fourth no other solutions and tried nothing else. Allen Parker did not preform his duties as City Manager in a competent manner and failed on every occasion to design a feasible working plan for the City.

The input of the residents has been ignored. The Cities financials were not even audited at the time this decision was made.

The Mayor and Common Council have not been adequately advised and have been ill advised our City must have a chance to have a feasible plan this plan is a stretch and not a real solution if in deed this plan is the correct option adopting it at a later date would not negatively impact the City or the County but would gain the trust of the residents and would secure that there are no repercussions for the mishandling of a matter as sensitive as this one.

There are three or four county pockets within the jurisdiction of the City it would make more sense to annex them into the city FP-5 zone to create additional revenue for our City and alleviate the need for county fire in city boundaries freeing up some man power for other areas they now service. You the commission members have a duty to the residents you the staff of LAFCO have a duty to consider these facts. Rushing this process before it has been fully vetted is a mistake.

I have thoroughly read printed studied highlighted all LAFCO documents, the current pendency plan and the newly received City of San Bernardino California Annual Financial Report Year End June 30, 2013. I have also thoroughly read the CDBG Manual and the CDBG-DR overview and guidelines and as of December 2, 2015 the light shines a little brighter over the City of San Bernardino we need our First responders, we need the community outreach they bring to the table. The San Bernardino City fire department is the glue that holds the City Stable they have the ability to increase inspection fees slightly and affect the population of the City that can afford a slight increase, the Fire department, equipment and infrastructure is stated by name from HUD as an eligible use no other department is highlighted so clearly as our fire department.

The Community Development Advisory Committee will be meeting on 01-30-2016 to discuss the proposal to HUD on a CDBG Disaster Relief Plan the Ad hoc committee is being presented to the Mayor and Common Council for approval at the January 19, 2016 Council Meeting. All options must be vetted December 2, 2015 changed the outcome of our City.

It is at this time I pray you make the right decision deny the annexation until the City can properly vet all options of additional revenue this is not a Win Win situation for our City or residents. It is a win for the County but that should not be a deciding factor by allowing the annexation you will further deteriorate the value of our property and the moral of our community if annexation is truly the best option then a rush job is not needed lets thoroughly explore the ramifications and alternatives.

See Attached Exhibits

A.) City OF San Bernardino Annual Financial Report pgs. 5, 13-15, 62

B.) Agenda Item Ad Hoc Committee Community Development Advisory Committee

C.) CDBG-Disaster Recovery Overview

D.) Letter signed by Allen Parker

E.) Factual Information on City Manager Allen Parker

F.) December 2015 Plan of service

Respectfully Submitted,

A handwritten signature in black ink that reads "Karmel Roe". The signature is written in a cursive style with a large initial "K" and a stylized "R".

Karmel Roe
Community Development Citizens Advisory Commissioner
39-year resident, Business Owner, and Collage Graduate- Public Relations and
Public administration.

EXHIBIT A

City OF San Bernardino Annual Financial Report pgs. 5, 13-15, 62

CITY OF SAN BERNARDINO, CALIFORNIA



**ANNUAL FINANCIAL REPORT
YEAR ENDED JUNE 30, 2013**

CITY OF SAN BERNARDINO, CALIFORNIA

Management's Discussion and Analysis

June 30, 2013

The following discussion and analysis of the financial performance of the City of San Bernardino (the City) provides an overview of the City's financial activities for the fiscal year ended June 30, 2013. The information presented herein should be considered in conjunction with the financial statements identified in the accompanying table of contents.

Using the Accompanying Financial Statements

This annual report consists of a series of financial statements. The government-wide statements, including the Statement of Net Position and the Statement of Activities, provide information about the activities of the City as a whole and present a longer-term view of the City's finances. Also included in the accompanying report are fund financial statements. The fund financial statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds. The remaining statements provide financial information about activities for which the City acts solely as a trustee or agent for the benefit of those outside of the government.

Financial Highlights

On August 1, 2012, the City of San Bernardino filed an emergency petition for Chapter 9 Bankruptcy with the United States Bankruptcy Court for the Central District of California, Riverside Division. The Mayor and Common Council declared a fiscal emergency shortly before filing the petition noting that the City would not be able to pay its financial obligations in the next 60 days. Following the petition, a pre-pendency and a pendency plan were filed that allowed the City to operate while it completed a Plan of Adjustment to regain solvency. The City filed its Plan of Adjustment with the bankruptcy court on May 29, 2015, along with a companion document entitled, "Recovery Plan in Support of Plan of Adjustment", a detailed report which provides potential revenue enhancements, opportunities for expenditure reductions and a financial model, which incorporates a financial reserve to support not only a fiscally solvent City in the future, but a service solvent City, as well. City officials are currently negotiating with various creditor groups to reach agreement in support of the confirmation of the Plan of Adjustment. For further details, see note 2 to the financial statements.

All changes in financial condition relate to Fiscal Year 2012-13. Please note that each of these changes will be discussed in detail in the appropriate section of this analysis.

- The assets of the City exceeded its liabilities at the close of the fiscal year by \$616.2 million (net position). This amount includes net position from (i) governmental activities of \$353.6 million and (ii) business-type activities of \$262.6 million.
- During the year, the City's total net position increased by \$3.4 million, governmental activities decreasing \$6.1 million and business-type activities increasing \$9.5 million.
- Total City long-term liabilities increased by \$17.9 million.
- As of the close of the fiscal year, the City's governmental funds reported combined ending fund balances of \$98.3 million, a net increase of \$8.3 million, comprised of revenues exceeding expenditures of \$9.5 million and a decrease of \$1.2 million due to prior period adjustments. See note 23 in the notes to the basic financial statements.

CITY OF SAN BERNARDINO, CALIFORNIA
Management's Discussion and Analysis (Continued)
June 30, 2013

Major Funds

As previously noted, the City uses fund accounting to provide proper financial management of the City's resources and to demonstrate compliance with finance-related legal requirements.

Major Governmental Funds – The General Fund is the chief operating fund of the City. At the end of the current fiscal year, there was a negative \$7.2 million unassigned fund balance in the General Fund. Total fund balance increased by \$4.5 million during the fiscal year. The General Fund had no commitments or assignments of fund balances at June 30, 2013.

The reasons for significant changes in the revenues, expenditures, and other financing sources and uses of the City's General Fund from the prior year are as follows:

- Total revenues increased by \$5.5 million, due primarily to an increase in tax revenue, including sales taxes, property taxes and utility users' taxes, of \$4.3 million and an increase in miscellaneous revenues of \$1.4 million.
- Total expenditures decreased by \$13.6 million, specifically personnel costs as through the City's Pendency Plan, positions were reduced through layoffs and attrition. These personnel reductions occurred across all functions, with reductions to general government of \$4.3 million, public safety of \$5.5 million, streets of \$6.7 million, and culture and recreation of \$1.3 million. In addition, with the dissolution of the Economic Development Agency in the prior year, the General Fund incurred \$4.5 million in community development costs.
- Other financing sources and uses decreased by \$3.6 million due to decreases in net transfers in from other funds.

Federal and State Grants Fund – reports a number of federal grant funds of the City. The City's federal grants are subject to a Single Audit under Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The results of the Single Audit are available in a separate report received by the City.

At the end of the current fiscal year, this fund had a \$10.9 million fund balance, which is restricted for grant purposes. The reasons for significant changes in the revenues, expenditures, and other financing sources and uses of the City's Federal and State Grants Fund from the prior year are as follows:

- Total revenues decreased by \$5.7 million, due primarily to a decrease in grant revenues of \$2.9 million and a decrease in other revenues, or program income, of \$2.8 million.
- Total expenditures decreased by \$5.3 million, specifically personnel costs as through the City's Pendency Plan, positions were reduced through layoffs and attrition. These personnel reductions occurred across all functions, with reductions to general government of \$1.0 million, public safety of \$2.0 million and community development of \$3.0 million. The reductions were offset by a small increase to debt service of \$0.5 million.

The **Low and Moderate Income Housing Fund** was established as a separate major fund of the City on February 1, 2012, when the City became the Housing Successor Agency, upon dissolution of the Economic Development Agency (EDA). At the end of the current fiscal year, the Low and Moderate Income Housing Fund reported \$63.9 million fund balance, of which \$0.2 million is made up of nonspendable deposits and \$63.7 million is restricted for low and moderate income housing. During the current fiscal year, no major

CITY OF SAN BERNARDINO, CALIFORNIA
Management's Discussion and Analysis (Continued)
June 30, 2013

Major Funds (continued)

housing project or activity was undertaken and the reduction of the fund balance in fiscal year 2012-13 was primarily due to a prior period adjustment of \$3.8 million to the beginning fund balance to reclassify cash with fiscal agents to the Successor Agency fiduciary fund.

The City's ***Sales and Road Fund*** was set up as a separate major fund to account for revenues received for Measure I, the County of San Bernardino's half-cent sales tax dedicated to transportation and the expenditures related to the improvement of the City's streets/roads. The Sales and Road Fund ended the fiscal year with a total fund balance of \$6.2 million, all of which is restricted for use on the City's streets/roads. Both revenues and expenditures remained static with only slight increases when compared to the prior year.

Major Enterprise Funds – At June 30, 2013, unrestricted net position of the Sewer Fund was \$56.1 million, the Water Fund was \$12.1 million and a deficit of \$4.5 million existed in the Integrated Waste Fund. The change in net position for the funds was an increase of \$5.0 million for the Sewer Fund (offset by a prior period adjustment decrease of \$5.0 million), an increase of \$6.4 million for the Water Fund (offset by a prior period adjustment decrease of \$2.2 million), and a decrease of \$1.8 million for the Integrated Waste Fund. Other factors concerning the finances of these funds were previously addressed in the discussion of the City's business-type activities.

The Water Fund's operating revenues increased by \$0.8 million due to a slight increase in customer consumption and a 10% rate increase implemented in January 2012 (the last of a series of three approved increases). This is the second year in a row that customer consumption increased following four consecutive years of decreased consumption. Operating expenses decreased by \$1.7 million due to a decrease in purchases of supplemental recharge water.

The Sewer Fund's operating revenues increased by \$0.5 million primarily due to a 10% rate increase implemented in January 2012 (the last of a series of three approved increases) being applicable to the entire fiscal year. Operating expenses of the Sewer Fund increased by \$0.2 million due to inflationary factors. Other expenses remain consistent between the fiscal years.

The City's Integrated Waste Fund remained static for fiscal year 2012-13 with expenses decreasing slightly from the prior fiscal year due to reductions in personnel costs as discussed previously for the City's other major funds.

General Fund Budget

There were no significant changes to the budget during the fiscal year. The original \$127.1 million budget appropriations of the General Fund were increased by \$1.6 million, for an amended appropriation amount of \$128.7 million. The primary reason for the increase in appropriations was to provide for increased legal and contractual service costs related to the City's bankruptcy.

CITY OF SAN BERNARDINO, CALIFORNIA
Management's Discussion and Analysis (Continued)
June 30, 2013

Major deviations between the final total budget of the General Fund and its actual operating results were as follows:

Total tax revenues exceeded estimated revenues by \$3.6 million in the areas of other taxes, which includes pass through payments related to the former redevelopment tax increment, sales tax revenues and utility users' tax revenues.

Other miscellaneous revenues exceeded final budget by \$1.4 million. Included in this group of revenues is the master services agreement payment from the City's Water Department.

Police Department expenditures completed the fiscal year over budget by \$1.4 million because of payouts of accrued leave balances associated with retiring employees. These accrued leave payouts were not included in the operating budget.

Fire Department expenditures were under budget by \$2.9 million, Community Development Department expenditures were under budget by \$2.4 million, and Public Works Department expenditures were under budget by \$5.7 million, all due to vacancy salary and benefit savings for the fiscal year.

Capital Assets

Capital Assets
(net of depreciation)
June 30, 2013 and 2012
(in millions)

	2013			2012		
	Govt. Activities	Bus-type Activities	Total	Govt. Activities	Bus-type Activities	Total
Land	\$ 113.8	\$ 17.2	\$ 130.9	\$ 113.8	\$ 15.7	\$ 129.5
Infrastructure	256.9	-	256.9	269.2	-	269.2
Systems, pumping, wells	-	144.9	144.9	-	147.7	147.7
Building and improvements	15.7	39.2	54.8	17.2	75.6	92.8
Machinery and equipment	6.9	10.9	17.8	9.5	6.5	16.0
Intangible assets	4.5	-	4.5	5.1	-	5.1
Construction in progress	10.9	24.7	35.6	10.5	9.6	20.1
Total	<u>\$ 408.7</u>	<u>\$ 236.8</u>	<u>\$ 645.5</u>	<u>\$ 425.3</u>	<u>\$ 255.1</u>	<u>\$ 680.4</u>

The opening balances as of June 30, 2012 were restated for a \$0.3 million reclassification of land reported as depreciable assets in prior years, an increase in the distribution system of \$0.8 million and an increase in plant and store yards of \$1.4 million for capitalized interest capitalized as part of the adoption of GASB No. 62, a decrease of \$8.6 million as the Water Department policy is not to record salvage values and a net decrease of \$23.1 million to reclassify the beginning balance of the Sewer Fund's investment in joint venture in a separate asset category.

CITY OF SAN BERNARDINO, CALIFORNIA

Notes to Basic Financial Statements (Continued)

Year Ended June 30, 2013

Emergency Medical First Response, and Related Emergency Services ("RFP") by which it sought proposals for the delivery of fire and emergency medical services from third parties, such as the County of San Bernardino. On August 5, 2015, the SBCPF filed a motion for injunctive relief (the "Injunction Motion") seeking to stop the City from contracting out the services that the City's fire department currently provides; the Bankruptcy Court heard the motion the next day, found that there was no basis for seeking a temporary restraining order on an emergency basis, and continued the hearing on the Injunction Motion to September 17, 2015. On August 20, 2015, the City filed a motion to dismiss the first and third claims of the FAC. On September 17, 2015, the bankruptcy court denied the motion to dismiss the FAC and the City must file its response to the FAC by no later than November 5, 2015. On September 17, 2015, the court also granted certain injunctive relief requested by the SBCPF. On October 13, 2015, the bankruptcy court entered an order that provides until further order of the bankruptcy court, the City is: (a) enjoined from implementing any interim or final contract with the County of San Bernardino or any other party which would replace or contract out the fire and/or emergency medical services currently performed by employees represented by the SBCPF; (b) enjoined from giving any layoff notices or taking other affirmative steps which would result in the separation of employment from the City of any employees represented by the SBCPF; and (c) ordered to meet and confer under state law with the SBCPF on the City's decision to contract out Fire Services and the effects of the decision on the employees represented by the SBCPF prior to implementing any contract for fire and/or emergency medical services and prior to laying off any employees represented by the SBCPF in conjunction with such contract. The City is not prevented from taking other actions related to the contracting out of Fire Services, including continuing its discussions and negotiations with the County of San Bernardino, the County Fire Protection District and the San Bernardino County Local Agency Formation Commission and their affiliated entities related to the annexation process and any interim or final contract. The bankruptcy court's order is subject to modification depending on the progress of the City's meet and confer with the SBCPF. The City and the SBCPF are now engaging in the meet and confer process.

On April 10, 2015, the SBCPF and seven City fire safety employees (together "Plaintiffs") commenced adversary proceeding no. 6:15-ap-01119-MJ by filing a complaint against the City and Alan Parker, the City Manager (both as an individual and in his official capacity) alleging purported claims for violations of federal civil rights (42 U.S.C. § 1983), the Fair Labor Standards Act (29 U.S.C. § 201), a writ of mandate (C.C.P. § 1085 - PERL), a writ of mandate (C.C.P. § 1085 - Charter), violations of the California Labor Code and Declaratory Relief. All of these purported claims are based on the City's efforts to balance its budget and align its expenditures with its revenues through its Pendency Plan and budgets for fiscal years 2012-13, 2013-14 and 2014-15 by implementing changes to require employees (including fire safety employees) to pay 50% of the normal cost of their own pension benefits and other necessary modifications to the terms and conditions of employment. Plaintiffs also contend the City's efforts to reduce the cost of City services to its residents by exploring contracting for fire protection services from outside agencies and placing Measure Q on the ballot for voter decision constitute retaliatory efforts against the Plaintiffs in violation of their civil rights under 42 U.S.C. § 1983 and other laws. [Subsequent to the commencement of adversary proceeding no. 6:15-ap-01119-MJ, the Plaintiffs filed a motion to withdraw the reference to the Bankruptcy Court of the matters raised by the Plaintiffs in their complaint (the "Withdrawal Motion"). The City responded to the Withdrawal Motion on May 11, 2015. The City's response to this complaint will be due within thirty days after the District Court decides the Withdrawal Motion. On June 24, 2015, the City filed a motion to dismiss the Plaintiffs' sixth claim that asked for the Bankruptcy Court to declare that certain services performed by the employees of the City's Fire Department represented by the SBCPF could not be contracted out. The Bankruptcy Court granted that motion on July 16, 2015, and the SBCPF appealed that order to the

EXHIBIT B

**Agenda Item Ad Hoc Committee Community Development Advisory
Committee**

CITY OF SAN BERNARDINO – REQUEST FOR COUNCIL ACTION
Appointment

From: Rikke Johnson **M/CC Meeting Date:** 01/19/2016

Prepared by: Cheryl Weeks, (909) 384-5188

Dept: Council Office

Ward(s): All

Subject:

City Council Committee Assignments – Community Development Block Grant (CDBG)
Ad Hoc Committee (#4257)

Current Business Registration Certificate: Not Applicable

Financial Impact:

None

Motion: Approve the recommended Council Committee assignments.

Subject:

City Council Committee Assignments - Community Development Block Grant (CDBG)
Ad Hoc Committee

Background:

On November 3, 2008, the Mayor and Common Council adopted an ordinance which established the process of selecting the Mayor Pro-Tempore. That process provides that annually, at the second regularly scheduled meeting of the Common Council in March of each year, the Common Council shall elect a Council Member to serve as Mayor Pro-Tempore. Further, the ordinance amended Section 2.76.050 of the San Bernardino Municipal Code to read:

“It shall be the responsibility and duty of the Mayor Pro-Tempore to assign Council Members to all standing committees and ad hoc committees of the Common Council. It shall also be the responsibility and duty of the Mayor Pro-Tempore to designate chairpersons of all standing committees and ad hoc committees of the Common Council. All such assignments to and membership on, and designation of chairpersons of, standing committees and ad hoc committees of the Common Council shall be subject to the approval and appointment of the Common Council.”

On August 3, 2010, the Mayor and Common Council adopted Operational Guidelines which state:

“In addition to standing committees, the Mayor Pro-Tempore, subject to approval of the Common Council, may appoint members to such other Ad Hoc Council Committees as deemed desirable and necessary

to assist and advise the Council in its work. Upon his/her appointment, the Mayor Pro-Tempore shall review the number and purpose of the Ad Hoc Committees before assigning members. These Ad Hoc Committees meet on an as needed basis."

Ad Hoc Committees

Ad Hoc committees are generally issue driven and needed for a temporary period. Ad Hoc committees may be formed on an as needed basis, subject to the approval of the Common Council. Requests for additional committees from the Mayor or Council Members shall be forwarded to the Mayor Pro-Tempore. The Mayor Pro-Tempore will forward requests for additional committees to the City Manager to be placed on the agenda for discussion on the next regularly scheduled meeting of the Mayor and Common Council.

COUNCIL COMMITTEE ASSIGNMENTS

Effective January 20, 2016

Community Development Block Grant (CDBG) Ad Hoc Committee

John Valdivia - Chair
Virginia Marquez, Member
Rikke Van Johnson, Member

Recommendation:

That the recommended Council Committee assignments be approved.

Supporting Documents:

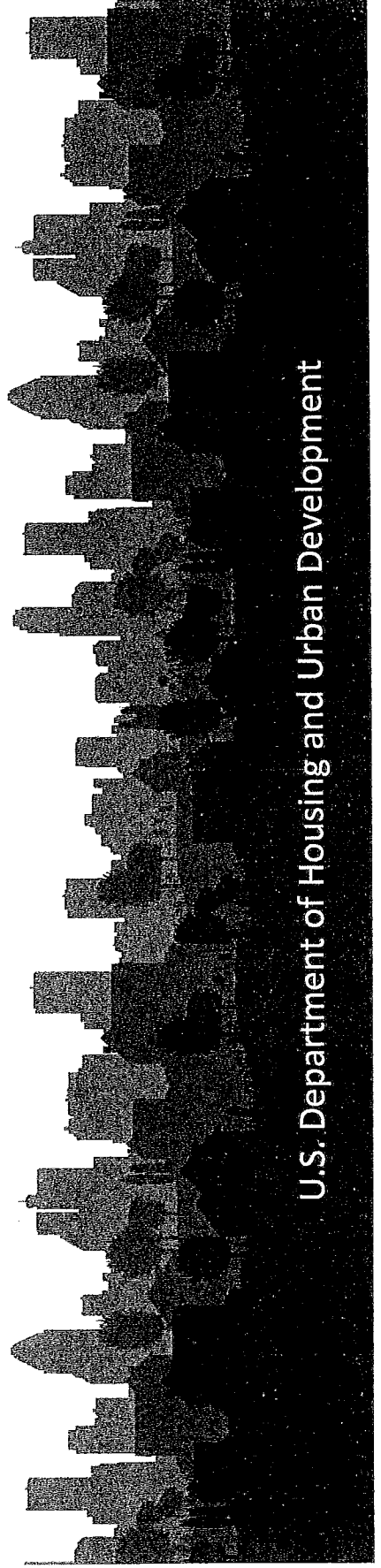
Reso 2010-252 (PDF)

EXHIBIT C

CDBG-Disaster Recovery Overview



CDBG Disaster Recovery Overview



U.S. Department of Housing and Urban Development

Funding and Management Overview

CDBG-DR Grantees

Total of 32 CDBG-DR grantees

- 27 states
- 5 local governments

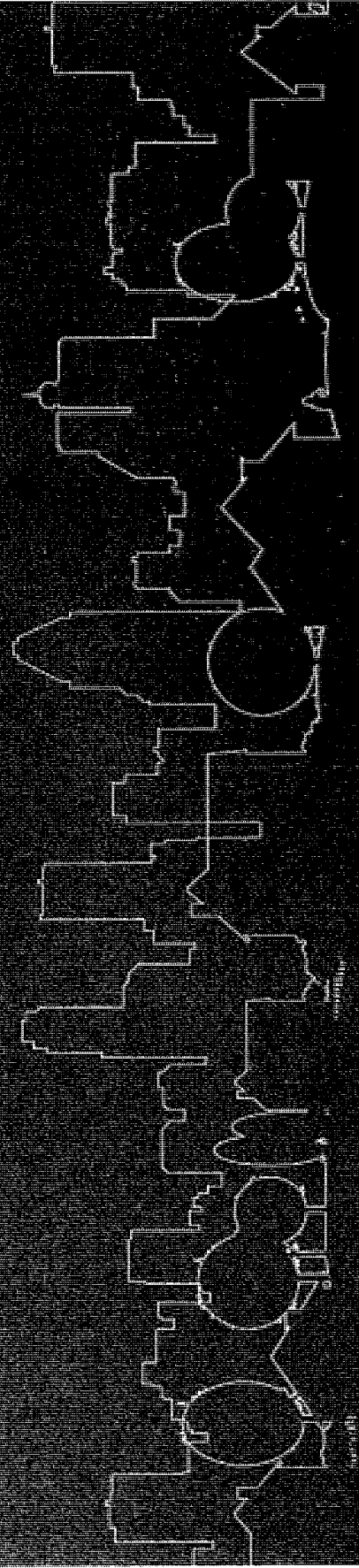
Total of \$29.8 Billion

HUD Management of CDBG-DR

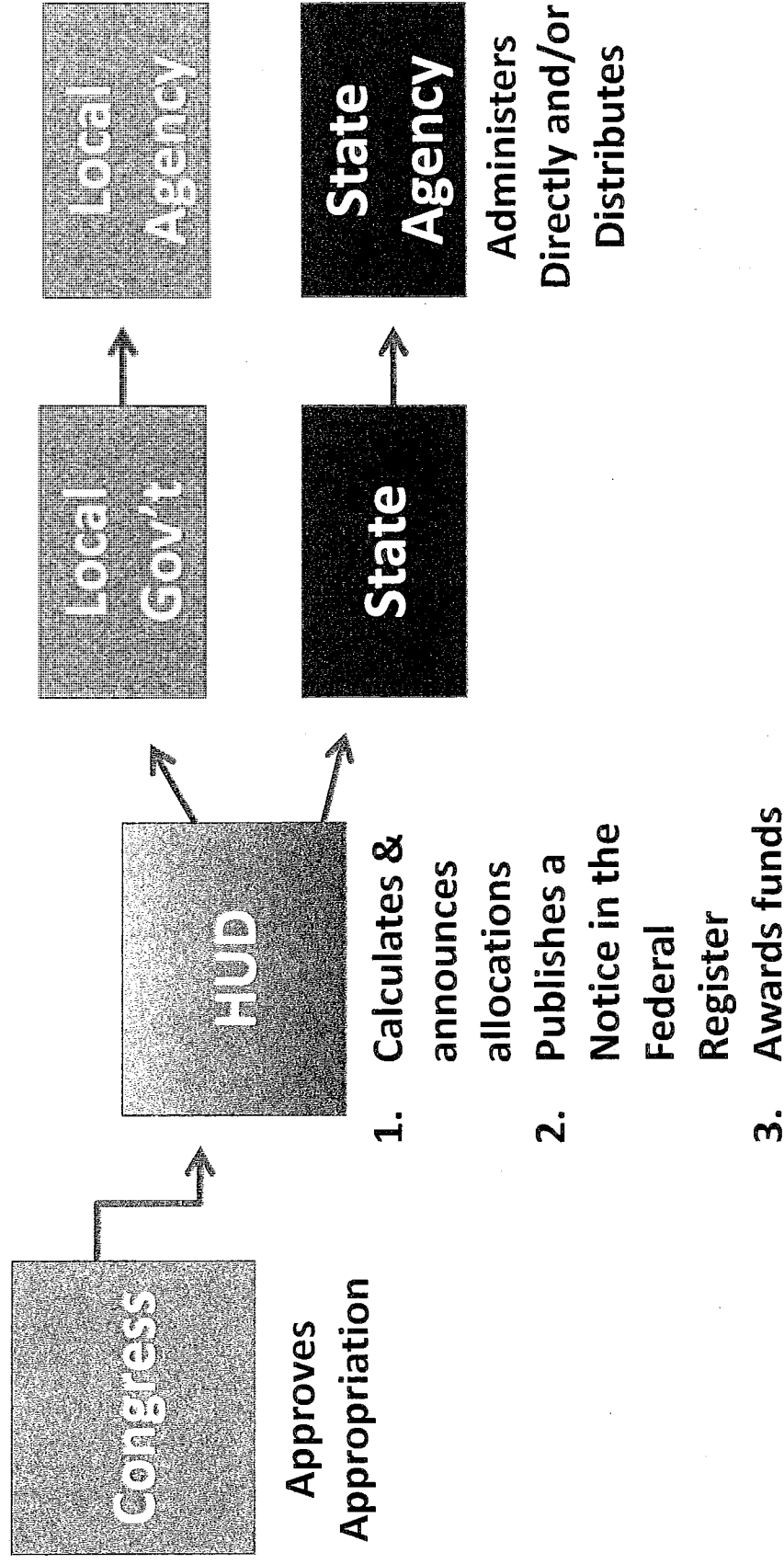
- HUD HQ manages larger grantees (LA, MS, TX, NY, IA, FL).
- All other grantees managed by respective HUD CPD Field Office



1. The Process



After a disaster is Presidentially-Declared...



Why HUD?

- Past practice
- Flexibility of the CDBG program
 - Regular program
 - Waivers & alternative requirements
- Lack of a better recovery vehicle

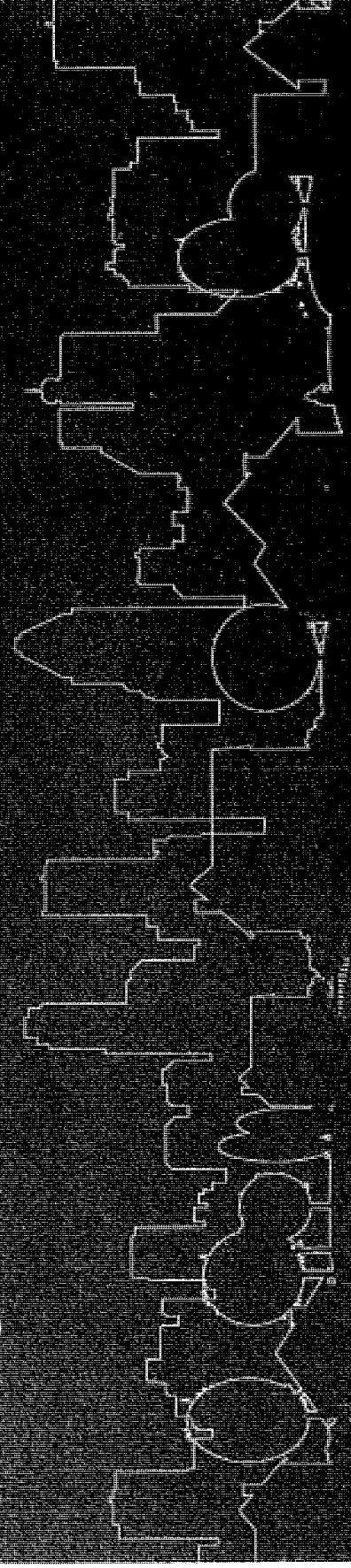


Keep in mind...

- No annual appropriation for CDBG disaster recovery
- Statutory authority is via individual supplemental appropriations
- Result? No regulations specific to disaster recovery



2. Roles & Responsibilities



HUD Role & Responsibility

- Review action plans and obligate funds
- Provide grantees with guidance and technical assistance
- Monitoring and oversight to ensure performance and compliance

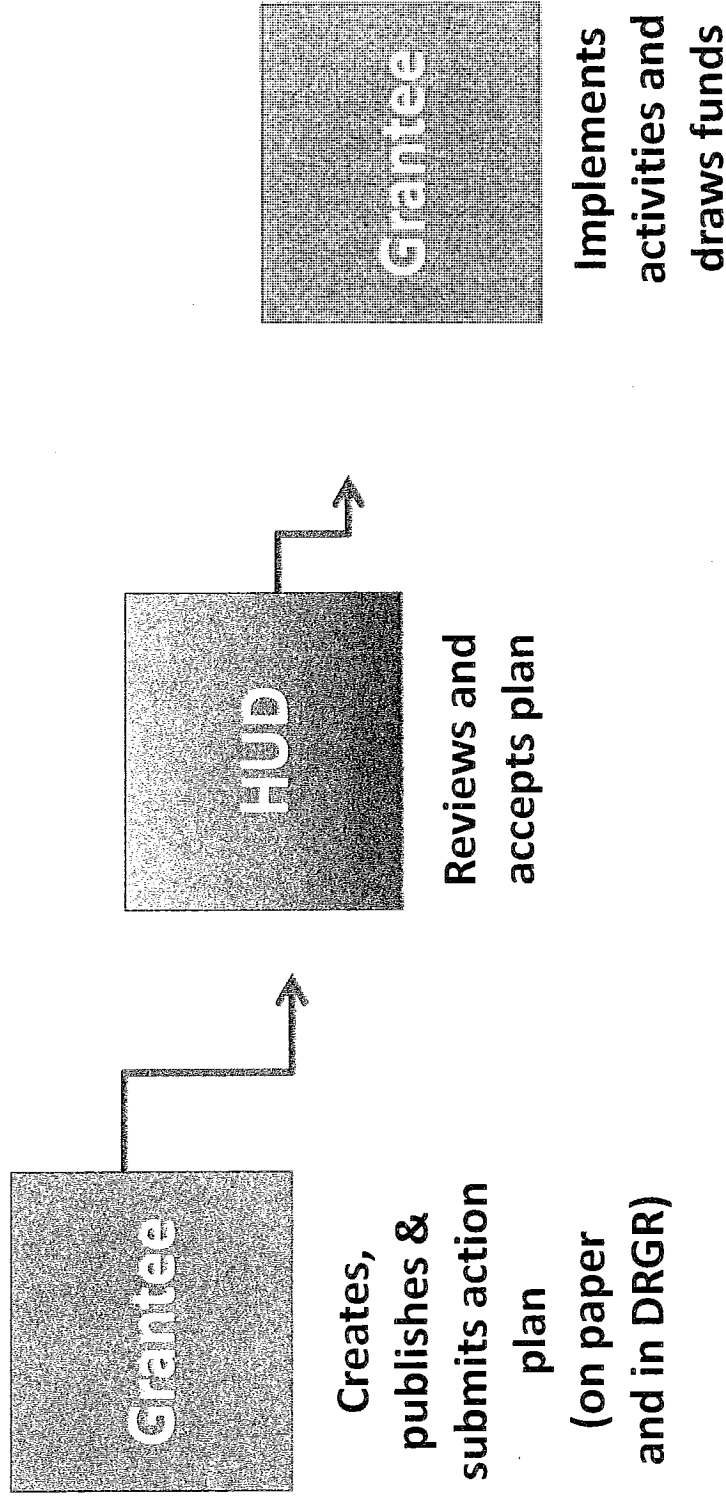


Grantee Role & Responsibility

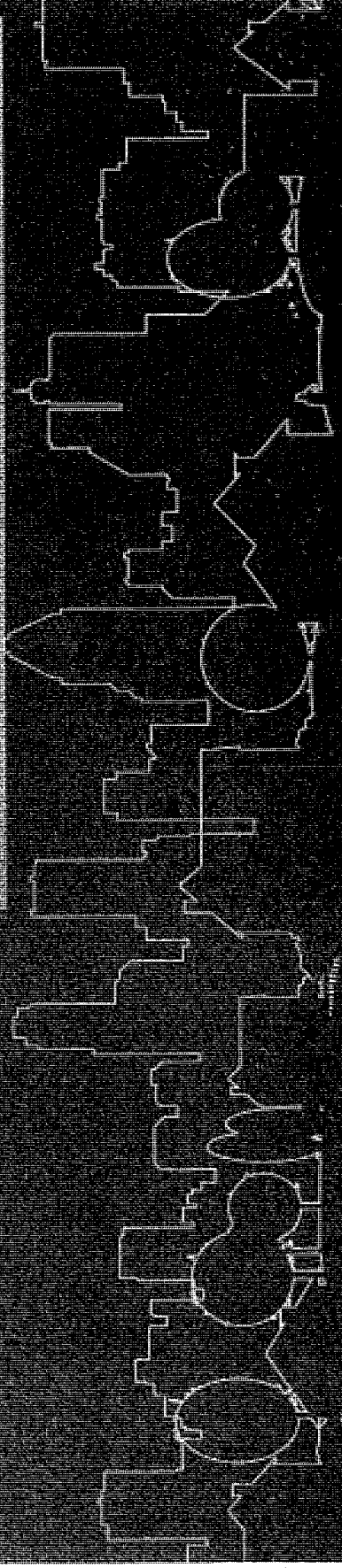
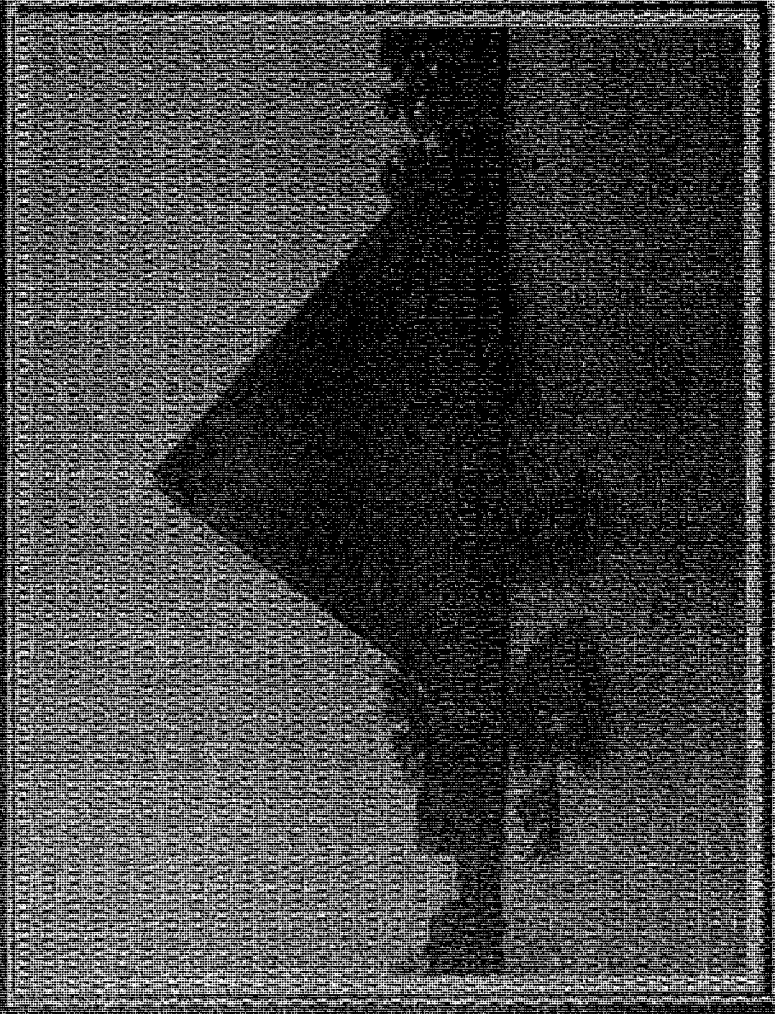
- Establish internal controls to ensure performance and compliance; monitor subrecipients for same.
- Provide technical assistance to subgrantees and subrecipients
- Review project applications to ensure that all activities are eligible
- Ensure that activities are compliant with all other requirements such as Section 3 and affirmatively furthering fair housing
- Track progress to ensure timely recovery



Action Plan Process



3. Eligible Uses of Funds



The Appropriation Laws

Funds must be used for:

"...necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization..."



What does this mean?

In the context of CDBG disaster recovery, this means that each activity must:

1. address a disaster-related impact (direct or indirect) in a Presidentially-declared county for the covered disaster,
2. be a CDBG eligible activity (according to regs and waivers)
3. meet a national objective



“Recovery” Activities

Disaster-related activities are those that are able to demonstrate a logical connection between the impacts of the covered disaster and the activity’s contribution to community recovery.

Examples:

- rebuilding homes and infrastructure damaged by the disaster
- providing assistance to affected business owners



Housing

Activities that lead to restoring and improving the housing stock

Examples:

- new construction
- rehabilitation/reconstruction
- single family or multifamily
- owner or rental



Restoration of Infrastructure

Activities that rebuild or replace impacted public infrastructure

Examples:

- May obtain waiver for “buildings for the general conduct of government”
- Schools
- Health care facilities
- Water & wastewater facilities



Economic Revitalization

Activities that serve to address job losses, impacts to tax revenues, and impacts to businesses

Examples:

- Job training and workforce development
- Loans and grants to businesses
- Improvements to commercial/retail districts



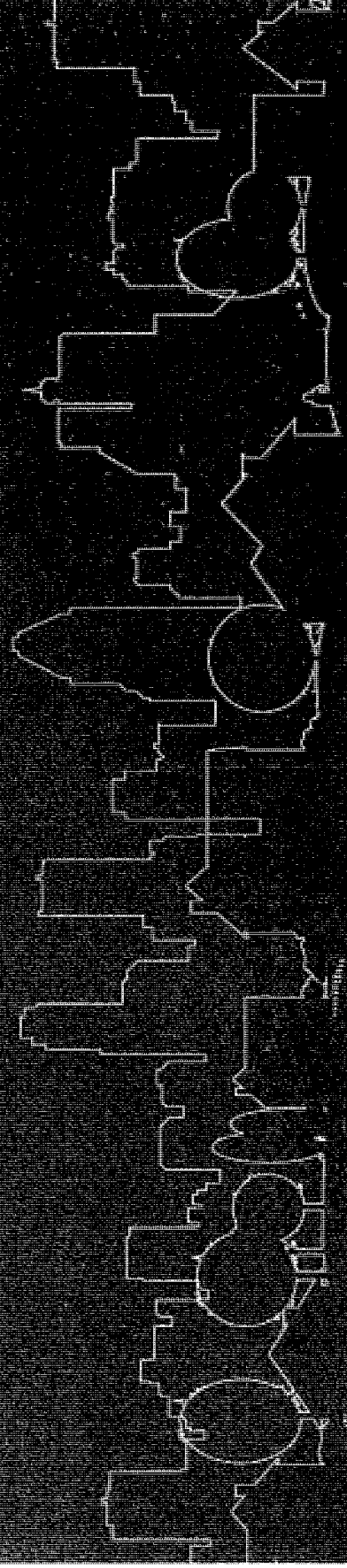
Demonstrating a Tie to the Disaster

The entity responsible for the activity must document how it is addressing a disaster-related impact and how it serves to restore housing, infrastructure, or the economy

- no set formula or process
- grantee has discretion to determine what documentation is sufficient



3. Ineligible Uses of Funds



Ineligible Activities

Ways activities can be ineligible:

1. Does not respond to an identified disaster-related impact
2. Restriction(s) in the appropriation laws
3. Activity is ineligible per the CDBG regulations (and a waiver has not been granted)
4. Fails to meet a national objective



Preparedness & Mitigation

- Due to appropriations language, exclusively mitigation or preparedness activities that are not part of rebuilding efforts are generally ineligible as recovery activities
- Other federal agencies provide funds specifically for mitigation and preparedness (e.g. FEMA's Hazard Mitigation Grant Program)



Preparedness & Mitigation

While activities may be eligible per the CDBG regulations, they **MUST** be connected to an impact from the past disaster.

Exclusively preparedness and mitigation measures that are not part of the rebuilding and recovery effort are generally connected only to a future disaster.



Preparedness & Mitigation

Incorporating preparedness and mitigation into the rebuilding of facilities is encouraged.

The goal is to rebuild in ways that are safer and stronger.



Equipment

- Issues are CDBG eligibility *and* connection to past disaster
- When may the purchase of equipment be CDBG eligible?
 - Fire protection equipment – considered to be an integral part of a public facility
 - Equipment that constitutes all or part of a public service
 - Equipment that is attached to a structure, and becomes an integral fixture

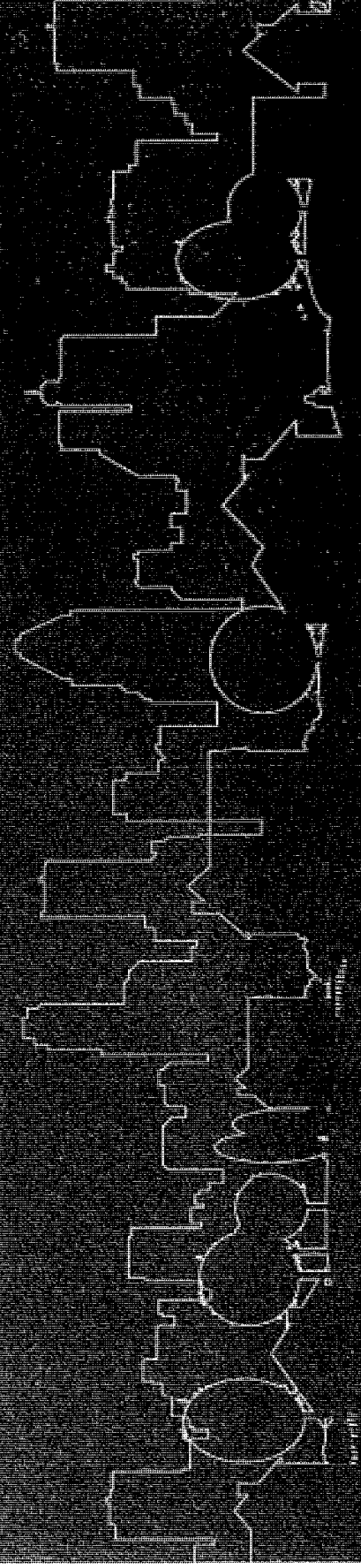


Equipment

- Purchasing equipment is typically an ineligible activity
 - mobile command centers
 - radios
 - portable lights or portable generators
- This is a standard HUD CDBG requirement – not altered by Federal Register Notices or appropriation law



4. Waivers and Resources



Waivers

Per the appropriation laws:

- the Secretary *may* waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the obligation by the Secretary or the use by the recipient of these funds or guarantees (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment)...



Waivers (cont.)

- ...upon a request by the grantee explaining why such waiver is required to facilitate the use of such funds or guarantees, if the Secretary finds that such waiver would not be inconsistent with the overall purpose of Title I of the Housing and Community Development Act of 1974



Waivers (cont.)

HUD cannot waive the requirement of the appropriation law that funds be used for necessary expenses related to the disaster.



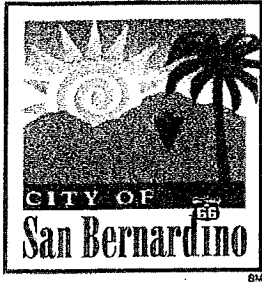
Resources

- CDBG Disaster Recovery website:
<http://www.hud.gov/offices/cpd/communitydevelopment/programs/drsl/index.cfm>
- Relevant supplemental appropriations laws
- Relevant Federal Register Notices
- Your peer CDBG-DR grantees
- Your HUD CPD representative



EXHIBIT D

Letter signed by Allen Parker



OFFICE OF THE CITY MANAGER
ALLEN PARKER — CITY MANAGER

300 North "D" Street • San Bernardino • CA 92418-0001
909.384.5122 • Fax: 909.384.5138
www.sbcity.org

November 2, 2015

RECEIVED
NOV 03 2015

Kathleen Rollings-McDonald
Executive Officer
San Bernardino LAFCO
215 North "D" Street, Suite 204
San Bernardino, CA 92415

LAFCO
San Bernardino County

Dear Kathleen:

As part of the City's application for annexation into the San Bernardino County Fire Protection District (District), we wanted to respond to your request for information regarding the following two properties.

1. *Verdemont Fire Station* – The City owns this property which currently has a debt obligation of approximately \$ 1,695,470 to the California iBank . The City intends to pay the debt and convey the property to District upon approval by LAFCO of the annexation.
2. *City Fire Fleet Facility* – The City owns this property which currently has a debt of \$1,200,000. Upon approval by LAFCO of the annexation, the City intends to lease the property to the District for \$1/year. As part of the restructuring of the City's debt obligations under bankruptcy, the City intends to pay the debt and ultimately convey the property to the District. Due to the bankruptcy proceedings, the timing of this remains uncertain; however, we believe it will occur in the first half of 2016.

Please let us know if you have any further questions or need other information.

Sincerely,

Allen Parker
City Manager

CITY OF SAN BERNARDINO

ADOPTED SHARED VALUES: Integrity • Accountability • Respect for Human Dignity • Honesty

EXHIBIT E

Factual Information on City Manager Allen Parker

Karmel Roe
325 w 6th Street
San Bernardino, CA 92401

RE: Severance pay of outgoing City Manager Allen Parker

December 11, 2015

Dear Mayor, Common Council, and City Attorney:

If you see it, report it is the new motto for our nation; therefore, it is my duty to report to you, the mayor and common council, my findings of fact.

Fact: Annotated Charter of the City of San Bernardino State of California page C-17 Article V City Manager clearly states that the City Manager MUST live in the City of San Bernardino or become a resident within 180 days of assuming office. **Exhibit A**

Fact: Allen Parker lives in Beaumont, CA and has lived there since his appointing **Exhibit B**

Fact: Allen Parker was convicted of a civil tort and judgment was entered against him in the amount of \$62,000 July 2010. **Exhibit C and D**

Fact: Allen Parker said he was not found guilty in his court case when he fact judgment was entered on July 2, 2010. **Exhibit C and D**

Fact: Allen Parker committed perjury openly to the policy-making body when interviewed and hired. He stated to the council and then presiding mayor that he gave his house back in bankruptcy when in fact he lost his house in foreclosure August 12, 2011. **Exhibit E and F**

Fact: Allen Parker, when hired at 71-years-old, made around \$1,600 per month from his consulting business; yet, Allen Parker was hired at \$18,500 per month plus health benefits when appointed as San Bernardino's city manager. This is mismanagement of city funds and boarders fraud. **Exhibit G, H, and I**

At that time James Penman, the elected and now recalled City Attorney, had a duty to research thoroughly the individual appointed as city manager. It is apparent based on the evidence attached that this never happened or happened and was intentionally overlooked.

Why would this abuse of government funds occur when we are facing the most challenging financial times our city has ever had? Could the answer be to cover up

the misuse and mismanagement of public funds by hiring someone under qualified and to over pay them so you can carry on business as usual?

We, the people, are tired of this behavior, we have had a recall, elected new leaders, and we are still not satisfied. We do not see the transparency and we do not see change! This is the chance you, the elected officials, need to become one with the residence. **It is how you handle this matter that will define your term in office.**

City Manager Allen Parker has not moved the city out of bankruptcy. City manager Allen Parker has missed important deadlines. City manager Allen Parker never should have assumed his role as city manager because he never became a resident of our city.

The city manager's office is spending an excess amount of money hiring outside consultants instead of hiring inside people to do the same job for a fraction of the cost. This is wasteful and excessive spending and lacks clear public review.

The city manager has job duties that by law are required to be carried out and this has not been done. Allen Parker has complete control over all of the spending of his office without oversight. Allen Parker has not fulfilled his duty to the mayor and common council and should be immediately released from his duties and should not get \$222,000 and health insurance for him and his spouse for one whole year after his release from his duties.

Allen Parker is entitled to a 60-day notice. If the 60 days given is passed his last workday of December 31, 2015, then he is entitled to pay for the remaining days until 60 days have been reached. Otherwise, Allen Parker is subject to criminal charges being brought against him for fraudulent representation; and civil charges being brought against him for misrepresentation, misuse of government funds, misuse of office, and breach of duty. We, the people, will bring suite.

James Penman has been recalled, Mayor Morris stepped down, council member Wendy McCammack was recalled, Robert Jenkins was arrested, Chas Kelly was framed so he could not testify against the powers that be, leaving only four of the original members that hired Allen Parker on the council. Therefore, the four remaining council members that hired Allen Parker, can be charged with negligence and breach of duty since his appointment through current. The other three Council members can be charged with negligence and breach of duty from the time of their oath of office through current. City Attorney Gary Saenz can be charged with negligence and breach of duty and will be held to hire standard than the rest.

We, the people, demand you terminate Allen J. parker under the 60-day notice provision of his contract with no severance pay or health insurance. If the common council decides not to heed this warning, they will have no defenses as you had one last clear chance to correct the situation before litigation was filed. This is called the last clear chance doctrine.

The common council was negligent for not releasing Allen Parker from his duties on December of 2014, when the mayor requested you do so. The common council and city attorney are and were negligent when they failed to enforce the city charter, which is this cities governing law. Each one of you jointly and severally is guilty of negligence and breach of duty and will be held liable for actual and punitive damages. **Exhibit I**

Let me define negligence and duty to you then I will weave in the facts and conclude:

Negligence is the failure to exercise the standard of care that a reasonably prudent person would have exercised in a similar situation; any conduct that falls below the legal standard established to protect others against unreasonable risk of harm.

Duty is an obligation to protect another against unreasonable risk of injury.

Breach of duty is the violation of a legal or moral obligation; the failure to act as the law obligates one to act, especially a fiduciary's violation of an obligation owed to another or another's; failure to preform an obligation.


The mayor, common council, and city attorney have all taken an oath to uphold the Constitution of the United States.

"I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Mayor, common council, and city attorney you have taken an oath, you have been charged with the duty of protecting and managing our city, **thus far you have not done this.** We, the people, will have no choice but to take legal action against each one of you jointly and severally for your part in the continued deterioration of our all-American City. It is at this time we, the people, demand you become accountable for your actions and defend our city from those that seek to destroy it.

You have been given one last chance to do the right thing for our city. If you fail to heed this advisement, you will have no defense in a court of law, this is called the doctrine of last chance.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Karmel Roe".

Karmel Roe, resident on behalf of the people

Exhibit A

Annotated Charter of the City of San Bernardino State of California page C-17
Article V City Manager

monthly statement to the Mayor and Common Council of the receipts and expenditures of the preceding month, and shall perform all duties required of him/her by law and the Mayor and the Common Council. He/She shall not pay out any monies belonging to the City except on claims presented, allowed and submitted in the manner provided by this Charter. (*Scott v. Common Council (1996) 44 Cal.App.4th 684, 696*)

Section 90. Veto Power of Mayor in Community Development Commission. When pursuant to state law the Mayor and Common Council have designated themselves as the Community Development Commission of the City, the Mayor shall have the power of veto of all orders and resolutions of the Commission, in the same manner as he or she has as Mayor of the City, subject to the power of the Commission to override the veto, in the same manner as the Council has in the City. (*As added to the 1905 Charter by election held November 5, 1996*)

Article V City Manager

Section 100. Selection and Qualifications. The Mayor shall appoint, subject to confirmation by the Common Council, a City Manager who shall be the chief administrative officer of the City. The City Manager shall be responsible for the administration of all City departments except the Offices of the Mayor, City Attorney, City Clerk, City Treasurer, the Water Department, the Free Public Library and the Civil Service System. Said City Manager shall be at least 30 years of age and shall be a resident of the City or shall become a resident of the City within 180 days of assuming office. Said City Manager shall have received, from an accredited college or university, a masters degree in public administration, business administration, or an equivalent degree in a related field, or a higher degree, and said City Manager shall have served as a City Manager, or as a City Administrator, or Chief Executive Officer of a county, or as an Assistant City Manager, City Administrator, or Chief Executive Officer of a county for a minimum of three years. The Mayor shall appoint the person deemed best qualified on the basis of executive and administrative capabilities, giving preference to candidates with management experience, and knowledge of accepted practices with respect to the duties of the office as set forth in this Charter.

Section 101. Assistant City Manager. The City Manager shall have the power to appoint, with the confirmation of the Mayor and Common Council, an Assistant City Manager, who shall be empowered to perform all duties of the City Manager in the event of the absence or disability of the City Manager and such other duties as the City Manager shall direct. The Assistant Manager shall serve at the pleasure of the City Manager.

Section 102. Authority and Duties of the City Manager. The City Manager shall have the following authority and duties:

- (a) To direct and exercise immediate supervision over the administration of all Manager-directed departments of the City;

(b) To appoint, subject to section 40(s) of this charter; exercise immediate supervision over, suspend, and remove, all City employees of all Manager-directed departments of the City in both the classified and unclassified service; except that for the classified service, such powers shall be pursuant to the Civil Service provisions of this Charter, Civil Service rules, regulations and ordinances, and except that the removal of such employees in the unclassified service is subject to the consent of the Mayor and Common Council; and to appoint any temporary, part-time employees of all Manager-directed departments of the City;

(c) To ensure, in cooperation with the Attorney General, District Attorney, City Attorney, Police Chief and Fire Chief, that all laws, ordinances, orders, resolutions, contracts and franchises are enforced and executed;

(d) To attend all meetings of the Mayor and Common Council or council committee meetings, and to have the right to participate in the discussion without vote;

(e) To prepare and submit the annual budget and to keep the Mayor and/or the Mayor and Common Council fully advised as to the financial condition and needs of the City, including the filing of annual and interim financial reports;

(f) To submit such reports as the Mayor and/or the Mayor and Common Council may require concerning the operations of Manager-directed departments, and to recommend to the Mayor and Common Council the adoption of measures deemed advisable;

(g) To perform such other duties as are specified in the Charter, by law or required by the Mayor and/or the Mayor and Common Council;

(h) To confer regularly with the Mayor, to implement the policies of the Mayor and Common Council as directed by the Mayor and to keep the Mayor informed of any issues, events and controversies that may arise; to be responsible for the implementation of the Mayor's policy directives and to insure that those directives are acted upon by all supervisors and employees in the Manager-directed departments of the City;

(i) To confer regularly with the City Attorney on legal issues; to immediately notify the City Attorney of any important legal issues or difficulties that arise; to obtain the legal advice of the City Attorney, and to carefully consider such advice, understanding that recommendations of the City Attorney are advisory only. Neither the City Attorney, nor employees of the Office of the City Attorney, has authority to issue orders to the City Manager or any of his/her subordinates; it is the responsibility of the City Manager to insure that all Manager-directed departments and the employees of those departments perform all of their duties legally and that those departments and their employees are faithful in the observance, adherence, and enforcement of all pertinent laws, ordinances, and

legal requirements in the performance of their duties and in their official conduct;

(j) To confer regularly with the City Treasurer on financial issues, to obtain the financial advice of the City Treasurer and to carefully consider that advice, and to keep the Treasurer informed of all financial matters and to immediately notify the City Treasurer of any important financial issues or difficulties that arise.

Section 103. Vacancy. Whenever a vacancy occurs in the office of the City Manager, the Mayor shall proceed immediately to appoint a City Manager, subject to confirmation by the Common Council. Until a City Manager is appointed and has assumed the duties of the office, the Assistant City Manager shall be designated as Acting City Manager. He/She shall perform all of the duties of City Manager and be vested with all the powers of City Manager as set forth in this Charter. The Assistant City Manager shall continue in the position of Acting City Manager, subject to the Mayor's authority to remove the Acting City Manager, until a new City Manager has been appointed and has assumed the duties of that office.

Section 104. Mayor and Common Council's Authority Over the City Manager and Other City Employees. Neither the Mayor nor any member of the Common Council, nor any other elected City official, nor the Common Council, nor any of its committees or members shall dictate or attempt to dictate, either directly or indirectly, the appointment of any person to office or employment by the City Manager, or in any manner interfere with or prevent the City Manager, from exercising judgment in the appointment of officers and employees in the administrative service. Neither the Mayor, Common Council Members, employees of the Common Council, nor employees of the Office of the Mayor, shall give orders to any of the subordinates of the City Manager, either publicly or privately.

Section 105. Non-Eligibility of Elected Officials. No person who held any elected office in the City, between June 1, 1987, and the effective date of this Charter, regardless of how long any such person held any such elected office, may be employed as City Manager until eight years passes from the effective date of this Charter, and no person who holds any elected office on or after the effective date of this Charter may be employed as City Manager until eight years passes after such person leaves said elected office.

(Article V of the 1905 Charter, Judicial Department, repealed by election held February 6, 1973)

Article VI Reserved

(Article VI of the 1905 Charter repealed by election held February 6, 1973)

Exhibit B

Grant Deed Allen Parkers Home, Not a resident of San Bernardino City or County

FIDELITY NATIONAL TITLE
ORANGE COUNTY

RECORDING REQUESTED BY:
Fidelity National Title

AND WHEN RECORDED MAIL TO:

Mr. and Mrs. Allen J. Parker
1663 Woodlands Road
Beaumont, CA 92223

DOC # 2014-0342167

09/10/2014 08:00 AM Fees: \$18.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: MABRERA

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: 68170

Escrow No.: 002349-AO

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$338.80

[X] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale.

[] Unincorporated area [X] City of Beaumont AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

John D. Wolfersberger and Marsha E. Wolfesberger as Trustees of The John D. Wolfersberger and
Marsha E. Wolfesberger Family Trust dated Decemeber 16, 1999

hereby GRANT(s) to:

Allen J. Parker and Sara Parker, Husband and Wife as Community Property with Right of
Survivorship

the real property in the City of Beaumont, County of Riverside, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 1663 Woodlands Road, Beaumont, CA 92223

AP#: 400-320-073

TRA 002-051

DATED July 23, 2014

STATE OF CALIFORNIA

COUNTY OF Riverside

On July 20, 2014

before me, Nona B Bradd

A Notary Public personally appeared

John D. Wolfersberger, Trustee

Marsha E. Wolfesberger, Trustee

who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

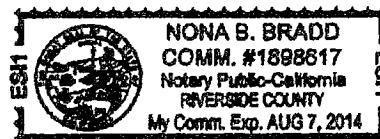
I certify under PENALTY OF PERJURY under the laws of the State
of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

The John D. Wolfersberger and Marsha E.
Wolfesberger Family Trust dated Decemeber 16, 1999

BY: John D. Wolfersberger, Trustee
John D. Wolfersberger, Trustee

BY: Marsha E. Wolfesberger, Trustee
Marsha E. Wolfesberger, Trustee



Signature

Nona B Bradd

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

PRELIMINARY REPORT
YOUR REFERENCE: 002349-AO

Fidelity National Title Company
ORDER NO.: 00068170-997-OCI-DT

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 151 OF TRACT NO. 29193, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 359, PAGES 89 THROUGH 94 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 400-320-073-9

Exhibit C

Court Federal Court Documents filed by Allen Parker of his judgment

B6F (Official Form 6F) (12/07) - Cont.

In re Allen J. Parker,
Sara J. Parker

Case No. _____

Debtors
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N D E R L Y I N D E N T	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxx8643 Superior Court of California Riverside Court 4050 Main Street Riverside, CA 92501		C	June 1, 2009 Judgment entered July 2, 2010				62,000.00
Account No. xxxxx-x5604 Wells Fargo Education Financial Svc Att: Collection Servicing 1st Floor, MACB6955-01B P. O. Box 31557 Billings, MT 59107		C	Student loan				6,966.00
Account No. 							
Account No. 							
Account No. 							

Sheet no. 2 of 2 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page)

68,966.00

Total
(Report on Summary of Schedules)

206,218.00

Exhibit D

Civil Court 21 page docket Report of Lawsuit and \$62,000 judgment

RIVERSIDE SUPERIOR COURT

PUBLIC ACCESS

Case Report



Camera indicates that a document may be purchased.

[View Document Fee Schedule](#)



First Page icon indicates you can view the first page of a Complaint for free.

[Remove this case from my notification list \(click here\)](#)



Print This Report

Close This Window

Case RIC528643 - BENFIELD VS BANNING HEIGHTS MUTUAL WATER CO

Case RIC528643 - Complaints/Parties

Complaint Number: 0001 — PET 1st Amended Petition of JOHN A BENFIELD 08/11/2009

Original Filing Date: 06/11/2009

Complaint Status: ACTIVE

1 to 10 of 17 total records [Next >](#)

Party Number	Party Type	Party Name	Attorney	Party Status
1	Plaintiff	JOHN A BENFIELD	BRIGGS LAW CORPORATION	First Paper Fee Paid
			BLUE SCHOOR & DIEHL LLP	
			HUGHES HUBBARD & REED	
14	Plaintiff in Intervention	HERBERT H HASTINGS	HUGHES HUBBARD & REED	First Paper Fee Paid
15	Plaintiff in Intervention	EURETTA HASTINGS	HUGHES HUBBARD & REED	First Paper Fee Paid
2	Defendant	BANNING HEIGHTS MUTUAL WATER COMPANY	LEIBOLD, MCCLENDON, & MANN	Judgment Against 04/08/2010
3	Real Party in Interest-DEF	DANIEL FARRIS	Unrepresented	
4	Real Party in Interest-DEF	H MARVIN CLARK	Unrepresented	Judgment Against 04/08/2010
5	Real Party in Interest-DEF	ROBERT POLAND	Unrepresented	Judgment Against 04/08/2010

6	Real Party in Interest-DEF	JULIE HUTCHINSON	<u>Unrepresented</u>	
---	----------------------------	------------------	----------------------	--


1 to 10 of 17 total records [Next >](#)**Complaint Number:** 0002 — CI COMPLAINT INTERVENTION of HERBERT H HASTINGS**Original Filing Date:** 10/07/2009**Complaint Status:** ACTIVE

Party Number	Party Type	Party Name	Attorney	Party Status
14	Plaintiff in Intervention	HERBERT H HASTINGS	<u>HUGHES HUBBARD & REED</u>	First Paper Fee Paid
15	Plaintiff in Intervention	EURETTA HASTINGS	<u>HUGHES HUBBARD & REED</u>	First Paper Fee Paid
2	Defendant in Intervention	BANNING HEIGHTS MUTUAL WATER COMPANY	<u>VARNER & BRANDT LLP</u>	Answer 10/26/2009

Complaint Number: 0003 — A Appeal of H MARVIN CLARK**Original Filing Date:** 02/23/2011**Complaint Status:** Complete 11/14/2011

Party Number	Party Type	Party Name	Attorney	Party Status
4	Plaintiff/Appellant	H MARVIN CLARK	<u>REID & HELLYER</u>	First Paper Fee Paid
5	Plaintiff/Appellant	ROBERT POLAND	<u>REID & HELLYER</u>	First Paper Fee Paid
10	Plaintiff/Appellant	ALLEN PARKER	<u>REID & HELLYER</u>	First Paper Fee Paid
11	Plaintiff/Appellant	CHARLES PERKINS	<u>REID & HELLYER</u>	First Paper Fee Paid
12	Plaintiff/Appellant	GERALD HEIMANN	<u>REID & HELLYER</u>	First Paper Fee Paid
13	Plaintiff/Appellant	J LYNN MARTELL	<u>REID & HELLYER</u>	First Paper Fee Paid
16	COURT OF APPEAL	COURT OF APPEAL FOURTH APPELLATE DISTRICT	<u>COURT OF APPEALS FOURTH DISTRICT</u>	Exempt Agency
1	Plaintiff/Respondent	JOHN A BENFIELD	<u>BRIGGS LAW CORPORATION</u>	N/A
2	Defendant/Respondent	BANNING HEIGHTS MUTUAL WATER COMPANY	<u>LEIBOLD, MCCLENDON, & MANN</u>	N/A

Case RIC528643 - Actions/Minutes

Viewed	Date	Action Text	Disposition	Image
N	11/14/2011	REMITTITUR FROM COURT OF APPEALS FILED; RULING APPEAL DISMISSED; JUSTICE RAMIREZ.	Not Applicable	

N	09/07/2011	ORDER FROM DISTRICT COURT OF APPEAL DISMISSAL IS GRANTED THE APPEAL IS DISMISSED.	Not Applicable	
	07/22/2011	REFUND CHECK MAILED TO M JENNER DOC#1903857668 IN THE AMOUNT OF \$84.00	Not Applicable	
	07/22/2011	REFUND CHECK MAILED TO D WOOD DOC#1903857669 IN THE AMOUNT OF \$57.00	Not Applicable	
	07/22/2011	TRUST EXONERATION - APPEAL	Not Applicable	
	07/22/2011	REFUND CHECK MAILED TO CLERK OF THE COURT DOC#1903857667 IN THE AMOUNT OF \$49.50	Not Applicable	
	07/22/2011	TRUST EXONERATION - APPEAL	Not Applicable	
	07/22/2011	TRUST EXONERATION - APPEAL	Not Applicable	
	07/22/2011	TRUST EXONERATION - APPEAL	Not Applicable	
	07/12/2011	APPEALS REQUEST FOR PAYMENT/DISBURSEMENT FOR RECORD ON APPEAL FORWARDED TO ACCOUNTING LAURETTA.	Not Applicable	
N	07/11/2011	ORDER FROM DISTRICT COURT OF APPEAL APPELLANTS GRANTED EXTENSION TO FILE AOB.	Not Applicable	
	07/05/2011 8:30 AM DEPT. 06	HEARING RE: STATUS	Off-Calendar	








Minutes







Print Minute Order










	06/29/2011	APPEALS REQUEST FOR PAYMENT/DISBURSEMENT FOR RECORD ON APPEAL FORWARDED TO ACCOUNTING LAURETTA.	Not Applicable	
	06/24/2011	REFUND CHECK MAILED TO D ANDREWS IN THE AMOUNT OF \$129.00	Not Applicable	
	06/24/2011	TRUST EXONERATION - APPEAL	Not Applicable	
	06/24/2011	REFUND CHECK MAILED TO CLERK OF THE COURT IN THE AMOUNT OF \$2,093.69	Not Applicable	
	06/24/2011	TRUST EXONERATION - APPEAL	Not Applicable	
	06/24/2011	TRUST EXONERATION - APPEAL	Not Applicable	
	06/09/2011	APPEALS REQUEST FOR PAYMENT/DISBURSEMENT FOR RECORD ON APPEAL FORWARDED TO ACCOUNTING LORRETTA.	Not Applicable	
N	06/01/2011	NOTICE OF ENTRY OF ORDER FILED BY ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN.		
N	05/26/2011	ORDER OF THE COURT HEARING ON 04/12/11 FILED.	Not Applicable	
N	05/16/2011	RECEIPT FOR RECORDS ON APPEAL - RECORD ON APPEAL 8C1R.	Not Applicable	
	05/16/2011	RECORD ON APPEAL CERTIFIED TO FOURTH APPELLATE DISTRICT	Not Applicable	N/A
	05/16/2011 8:15 AM DEPT. 12	HEARING RE: JUDGMENT DEBTOR EXAMINATION ON ROBERT POLAND BY JOHN A BENFIELD	Off-Calendar	

Minutes









Print Minute Order

	05/16/2011 8:15 AM DEPT. 12	HEARING RE: JUDGMENT DEBTOR EXAMINATION ON H MARVIN CLARK BY JOHN A BENFIELD	Off-Calendar	
Minutes Print Minute Order				
	05/16/2011 8:15 AM DEPT. 12	HEARING RE: JUDGMENT DEBTOR EXAMINATION ON CHARLES PERKINS BY JOHN A BENFIELD	Off-Calendar	
Minutes Print Minute Order				
	05/16/2011 8:15 AM DEPT. 12	HEARING RE: JUDGMENT DEBTOR EXAMINATION ON ALLEN PARKER BY JOHN A BENFIELD	Off-Calendar	
Minutes Print Minute Order				
	05/16/2011 8:15 AM DEPT. 12	HEARING RE: JUDGMENT DEBTOR EXAMINATION ON J LYNN MARTELL BY JOHN A BENFIELD	Off-Calendar	
Minutes Print Minute Order				
	05/16/2011 8:15 AM DEPT. 12	HEARING RE: JUDGMENT DEBTOR EXAMINATION ON GERALD HEIMANN BY JOHN A BENFIELD	Off-Calendar	
Minutes Print Minute Order				
N	05/13/2011	NOTICE OF TRANSCRIPTS FILED BY D.ANDREWS	Not Applicable	
N	05/12/2011	NOTICE OF TRANSCRIPTS FILED BY M.JENNER	Not Applicable	
N	05/12/2011	NOTICE OF TRANSCRIPTS FILED BY D.RENE WOOD	Not Applicable	
N	05/11/2011	OBJECTION TO PROPOSED ORDER ON MOTION TO SET ASIDE VOID-IN-FACT FILED BY JOHN A BENFIELD	Not Applicable	
N	04/20/2011	RECEIPT FOR RECORDS ON APPEAL - NOTICE TO PREPARE.	Not Applicable	
N	04/18/2011	OBJECTION TO PROPOSED ORDER ON MTN TO SET ASIDE VOIDINFACT JDMT FILED BY JOHN A BENFIELD	Not Applicable	
	04/18/2011	REJECTED DOCUMENT: ABSTRACT OF JUDGMENT SUBMITTED BY JOHN A BENFIELD.	Not Applicable	
Minutes Print Minute Order				
N	04/15/2011	NOTICE TO PREPARE TRANSCRIPT ON APPEAL	Not Applicable	
	04/12/2011 9:00 AM DEPT. 06	HEARING RE: MOTION TO/FOR SET ASIDE VOID IN FACT JUDGMENT AND TO STRIKE MEMO OF COSTS AS TO REAL PARTIES IN INTEREST BY H MARVIN CLARK, ROBERT	Granted	

POLAND				
Minutes Print Minute Order				
	04/12/2011 9:00 AM DEPT. 06	HEARING RE: MOTION TO/FOR TAX COSTS BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL	Granted	
Minutes Print Minute Order				
	04/06/2011	NOTICE OF APPEAL FEE POSTED BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL	Not Applicable	
	04/06/2011	TRUST DEPOSIT ON APPEAL	Not Applicable	
N	03/30/2011	NOTIFICATION OF ESTIMATE OF COSTS	Not Applicable	
N	03/28/2011	REQUEST FOR ESTIMATE OF REPORTERS TRANSCRIPT FROM M. JENNER. APP \$90 RES %76.50	Not Applicable	
N	03/24/2011	NOTICE OF BANKRUPTCY - AFTER JUDGMENT AS TO ALLEN PARKER FILED.	Not Applicable	
N	03/23/2011	REQUEST FOR ESTIMATE OF REPORTERS TRANSCRIPT FROM R. WOOD. APP \$57.00 RES \$8.55	Not Applicable	
	03/22/2011	REJECTED DOCUMENT: NOTICE OF FILING BANKRUPTCY SUBMITTED BY ALLEN PARKER.	Not Applicable	
Minutes Print Minute Order				
	03/17/2011	REJECTED DOCUMENT: ABSTRACT OF JUDGMENT (3) SUBMITTED BY JOHN A BENFIELD.	Not Applicable	
Minutes Print Minute Order				
	03/17/2011 8:30 AM DEPT. 06	HEARING RE: MOTION TO/FOR SET ASIDE VOID IN FACT JUDGMENT AND TO STRIKE MEMO OF COSTS AS TO REAL PARTIES IN INTEREST BY H MARVIN CLARK, ROBERT POLAND	Continued	
Minutes Print Minute Order				
	03/17/2011 8:30 AM DEPT. 06	HEARING RE: MOTION TO/FOR TAX COSTS BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL	Continued	
Minutes Print Minute Order				
N	03/15/2011	REQUEST FOR ESTIMATE OF REPORTERS TRANSCRIPT FROM DANNY ANDREWS. APP \$172.50 RES \$22.50	Not Applicable	
N	03/14/2011	ORDER FROM DISTRICT COURT OF APPEAL APPELLANTS TO FILE MEMORANDUM WITH DCA.	Not Applicable	

	03/07/2011 8:00 AM DEPT. APP	COUNTER DESIGNATIONS DUE - CLERK'S OFFICE TO PREPARE COST ESTIMATE NOW.	Vacated	
N	03/02/2011	DISTRICT COURT OF APPEAL NUMBER ISSUED #E053010	Not Applicable	
	03/01/2011	NOTICE OF APPEAL FEE POSTED BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL	Not Applicable	
	03/01/2011	TRUST DEPOSIT ON APPEAL	Not Applicable	
N	02/28/2011	RECEIPT FOR RECORDS ON APPEAL - APPEAL PACKET AND DESIGNATIONS.	Not Applicable	
N	02/28/2011	APPLICATION AND ORDER FOR APPEARANCE OF JUDGMENT DEBTOR GERALD HEIMANN BY JOHN A BENFIELD FILED; HONORABLE JUDGE MAC R. FISHER.	Not Applicable	
Minutes Print Minute Order Receipt: 110317-0189 \$40.00				
N	02/28/2011	APPLICATION AND ORDER FOR APPEARANCE OF JUDGMENT DEBTOR J LYNN MARTELL BY JOHN A BENFIELD FILED; HONORABLE JUDGE MAC R. FISHER.	Not Applicable	
Minutes Print Minute Order Receipt: 110317-0179 \$40.00				
N	02/28/2011	APPLICATION AND ORDER FOR APPEARANCE OF JUDGMENT DEBTOR ALLEN PARKER BY JOHN A BENFIELD FILED; HONORABLE JUDGE MAC R. FISHER.	Not Applicable	
Minutes Print Minute Order Receipt: 110317-0175 \$40.00				
N	02/28/2011	APPLICATION AND ORDER FOR APPEARANCE OF JUDGMENT DEBTOR CHARLES PERKINS BY JOHN A BENFIELD FILED; HONORABLE JUDGE MAC R. FISHER.	Not Applicable	
Minutes Print Minute Order Receipt: 110317-0171 \$40.00				
N	02/28/2011	APPLICATION AND ORDER FOR APPEARANCE OF JUDGMENT DEBTOR H MARVIN CLARK BY JOHN A BENFIELD FILED; HONORABLE JUDGE MAC R. FISHER.	Not Applicable	
Minutes Print Minute Order Receipt: 110317-0166 \$40.00				
N	02/28/2011	APPLICATION AND ORDER FOR APPEARANCE OF JUDGMENT DEBTOR ROBERT POLAND BY JOHN A BENFIELD FILED; HONORABLE JUDGE MAC R. FISHER.	Not Applicable	
Minutes Print Minute Order Receipt: 110317-0162 \$40.00				
N	02/25/2011	NOTICE OF DEFAULT RE REPORTERS FEES	Not Applicable	







	02/25/2011	NOTICE OF APPEAL FEE POSTED BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL	Not Applicable	
N	02/25/2011	NOTIFICATION OF FILING NOTICE OF APPEAL FILED.	Not Applicable	
	02/25/2011	TRUST DEPOSIT ON APPEAL	Not Applicable	
N	02/23/2011	NOTICE OF CONTINUANCE OF HEARING DATE ON MTN TO TAX COSTSA AND MTN TO SET ASIDE VOID IN FACT JUDGMENT BY ROBERT POLAND FILED.	Not Applicable	
N	02/23/2011	APPELLANT H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL'S DESIGNATION OF RECORD ON APPEAL RE: CLERKS AND REPORTERS TRANSCRIPT FILED.	Not Applicable	
N	02/23/2011	NOTICE OF APPEAL IN SUPERIOR COURT FILED BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL FROM ORDER ENTERED ON 01/03/11.	Not Applicable	
Minutes Print Minute Order				
	02/23/2011 9:00 AM DEPT. 12	HEARING RE: MOTION TO/FOR TAX COSTS BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL	Continued	
Minutes Print Minute Order				
	02/23/2011 8:30 AM DEPT. 12	HEARING RE: MOTION TO/FOR SET ASIDE VOID IN FACT JUDGMENT AND TO STRIKE MEMO OF COSTS AS TO REAL PARTIES IN INTEREST BY H MARVIN CLARK, ROBERT POLAND	Continued	
Minutes Print Minute Order				
	02/22/2011 8:00 AM DEPT. 06	COURT ON ITS OWN MOTION: CONTINUANCE OF THE HEARINGS SET FOR 2/23/11	Completed	
Minutes Print Minute Order				
N	02/18/2011	OBJECTION TO DECLARATION OF DANIEL A REED IN SUPPO RT OF MOTION TO SET ASIDE VOID IN FACT JUDGMENT	Not Applicable	
N	02/14/2011	DECLARATION OF OF DANIEL A REED FILED	Not Applicable	
N	02/14/2011	DECLARATION OF MICHAEL G KERBS IN SUPPORT OF REPLY FILED	Not Applicable	
N	02/14/2011	NOTICE OF REASSIGNMENT OF DEPARTMENT FOR HEARING ON MOTION TO SET ASIDE BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL FILED.	Not Applicable	
N	02/14/2011	REPLY TO OPPOSITION TO MOTION TO TAX BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN FILED	Not Applicable	

N	02/14/2011	REPLY TO OPPOSITION TO MOTION TO SET ASIDE BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL FILED	Not Applicable	
N	02/10/2011	OPPOSITION TO MOTION TO SET ASIDE VOID IN FACT JUDGMENT BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED UNTIMELY PER 1005CCP/317(A)CRC /437C(B)CCP	Not Applicable	
N	02/09/2011	OPPOSITION TO MOTION TO TAX AND/OR STRIKE SUPPLEMENTAL COSTS BY JOHN A BENFIELD FILED UNTIMELY PER 1005CCP/317(A)CRC/437C(B)CCP	Not Applicable	
N	02/08/2011	OPPOSITION TO MOTION TO SET ASIDE VOID-IN-FACT JUDGMENT BY JOHN A BENFIELD FILED	Not Applicable	
N	01/18/2011	NOTICE OF ASSIGNMENT OF HEARING DATE ON MOTION TO TAX COSTS BY ALAN HAMDORF, CHARLES PERKINS FILED.	Not Applicable	
N	01/13/2011	REQUEST FOR JUDICIAL NOTICE FILED	Not Applicable	
N	01/13/2011	MEMO OF POINTS & AUTHORITIES IN SUPPORT OF/TO MOTION TO TAX COSTS BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL FILED.	Not Applicable	
	01/13/2011	HEARING SET 2/23/11 AT 9:00 IN DEPARTMENT 12		
N	01/13/2011	MOTION TO TAX COSTS BY H MARVIN CLARK, ROBERT POLAND, ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL FILED		

Minutes[Print Minute Order](#)

Receipt: 110113-0408




\$40.00

N	01/11/2011	MEMORANDUM OF COSTS (SUMMARY) IN THE AMOUNT OF \$\$4,345.00 BY JOHN A BENFIELD FILED.	Not Applicable	
N	01/05/2011	NOTICE OF ASSIGNMENT OF HRG DATE ON MTN TO SET ASIDE VOID IN FACT JUDGMENT AND TO STRIKE BY H MARVIN CLARK, ALLEN PARKER, CHARLES PERKINS FILED.	Not Applicable	
N	01/04/2011	REQUEST FOR JUDICIAL NOTICE FILED	Not Applicable	
N	01/04/2011	DECLARATION OF OF MICHAEL G KERBS IN SUPPORT OF MTN TO SET ASIDE VOID IN FACT JUDGMENT FILED	Not Applicable	
N	01/04/2011	NOTICE OF MOTION TO SET ASIDE VOID FACT JUDGMENT AND STRIKE MEMO OF COSTS AS TO REAL PARTIES BY H MARVIN CLARK, ALLEN PARKER, CHARLES PERKINS FILED.	Not Applicable	
N	01/04/2011	MOTION TO/FOR SET ASIDE VOID IN FACT JUDGMENT AND TO STRIKE MEMO OF COSTS AS TO REAL PARTIES IN INTEREST BY H MARVIN CLARK, ROBERT POLAND FILED		

Minutes[Print Minute Order](#)

Receipt: 110104-0309

\$40.00

N	01/04/2011	DECLARATION OF OF J LYNN MARTELL IN SUPPORT OF MOTION TO SET ASIDE VOID IN FACT JUDGMENT FILED	Not Applicable	
N	01/04/2011	DECLARATION OF OF GERALD HEIMANN IN SUPPORT OF MOTION TO SET ASIDE VOID IN FACT JUDGMENT FILED	Not Applicable	
N	01/04/2011	DECLARATION OF OF ROBERT (BOB) POLAND IN SUPPORT OF MOTION TO SET ASIDE VOID IN FACT JUDGMENT FILED	Not Applicable	

N	01/04/2011	DECLARATION OF ALLEN J PARKER IN SUPPORT OF MOTION TO SET ASIDE VOID IN FACT JUDGMENT FILED	Not Applicable	
N	01/04/2011	DECLARATION OF OF CHARLES PERKINS IN SUPPORT OF MOTION TO SET ASIDE VOID IN FACT JUDGMENT FILED	Not Applicable	
N	01/04/2011	DECLARATION OF OF MARVIN CLARK IN SUPPORT OF MOTION TO SET ASIDE VOID IN FACT JUDGMENT FILED	Not Applicable	
	01/04/2011	HEARING SET 2/23/11 AT 8:30 IN DEPARTMENT 12		
N	01/03/2011	ORDER OF THE COURT HEARING ON 12/16/10 FILED.	Not Applicable	









Minutes[Print Minute Order](#)

N	12/10/2010	RESPONSE TO OBJECTION TO PROPOSED ORDR GRANTING MOTION BY JOHN A BENFIELD FILED.	Not Applicable	
N	12/07/2010	OBJECTION TO PROPOSED ORDER GRANTING MTN FOR AN AWARD FILED BY ALLEN PARKER, CHARLES PERKINS	Not Applicable	
	12/01/2010 8:30 AM DEPT. 03	HEARING RE: MOTION TO/FOR FOR AWARD OF ATTORNEY FEES - BY JOHN A BENFIELD	Granted	

Minutes[Print Minute Order](#)













N	11/29/2010	NOTICE OF PLAINTIFFS INTENT TO MAKE ORAL MOTION TO STRIKE OPPO PAPERS FILED BY REAL PARTIES IN INT BY JOHN A BENFIELD FILED.	Not Applicable	
N	11/22/2010	PALINTIFFS (SECOND) REPLY BRIEF IN SUPPORT OF MOTI ON FOR AWARD OF ATTORNEY FEES	Not Applicable	
N	11/16/2010	ORDER FOR FILING IN EXCESS OF 15 PAGES IS GRA AND FILED; HONORABLE JUDGE RONALD L TAYLOR.	Not Applicable	
N	11/09/2010	EX PARTE APPLICATION TO/FOR FILE POINTS AND AUTHORITIES IN EXCESS OF 15PAGES BY ROBERT POLAND, CHARLES PERKINS, J LYNN MARTELL, HERBERT H HASTINGS FILED	Not Applicable	
N	11/09/2010	DECLARATION OF OF MICHAEL G KERBS IN SUPPORT OF EX PARTE APP FILED	Not Applicable	
N	11/09/2010	DECLARATION OF OF TAMARA M SOSA RE:SERVICE OF PLEADINGS BY OVERNIGHT DELIVERY FILED FILED	Not Applicable	
N	11/09/2010	DECLARATION OF OF CHARLES PERKINS IN SUPPORT OF OPPOSITION TO MOTION FOR ATTORNEYS FEES FILED FILED	Not Applicable	
N	11/09/2010	DECLARATION OF OF ROBERT (BOB) POLAND IN SUPPORT OF OPPOSITION TO MOTION FOR ATTORNEYS FEES FILED FILED	Not Applicable	
N	11/09/2010	DECLARATION OF OF GERALD HEIMANN IN SUPPORT OF OPPOSITION TO MOTION FOR ATTORNEYS FEES FILED FILED	Not Applicable	
N	11/09/2010	DECLARATION OF OF J LYNN MARTELL IN SUPPORT OF OPPOSITION TO MOTION FOR ATTORNEYS FEES FILED FILED	Not Applicable	
















N	11/09/2010	DECLARATION OF OF ALLEN J PARKER IN SUPPORT OF OPPOSITION TO MOTION FOR ATTORNEYS FEES FILED	Not Applicable	
N	11/09/2010	EVIDENTIARY OBJECTIONS IN SUPPORT OF OPPOSITION TO MOTION FOR ATTORNEYS FEES FILED	Not Applicable	
N	11/09/2010	REQUEST FOR JUDICIAL NOTICE FILED	Not Applicable	
N	11/09/2010	DECLARATION OF OF MARVIN CLARK IN SUPPORT OF OPPOSITION TO MOTION FOR ATTORNEYS FEES FILED	Not Applicable	
N	11/09/2010	DECLARATION OF OF MICHAEL G KERBS IN SUPPORT OF OPPOSITION TO MOTION FOR ATTORNEYS FEES FILED	Not Applicable	
N	11/09/2010	OPPOSITION TO MOTION FOR ATTORNEYS FEES BY ALLEN PARKER, CHARLES PERKINS, GERALD HEIMANN, J LYNN MARTELL FILED	Not Applicable	
N	10/13/2010	PROOF OF SERVICE OF NTC OF DEPOSITION SERVED ON LAW OFFICE OF REID & HELLYER SERVED 09/30/10 FILED (NON-COMPLAINT)	Not Applicable	
N	10/04/2010	NOTICE OF CONTINUANCE OF HEARING ON MTN FOR AWARD OF ATTNY FEES BY JOHN A BENFIELD FILED.	Not Applicable	
	09/30/2010 8:30 AM DEPT. 03	HEARING RE: MOTION TO/FOR FOR AWARD OF ATTORNEY FEES - BY JOHN A BENFIELD	Continued	
Minutes Print Minute Order				
N	09/23/2010	REPLY TO IN SUPPORT OF MOTION FOR AWARD OF ATTY FEES BY JOHN A BENFIELD FILED	Not Applicable	
N	09/20/2010	RESPONSE TO PLTFs MOTION FOR AWARD OF ATTORNEYS FEES BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED.	Not Applicable	
	09/20/2010	REJECTED DOCUMENT: RESPONSE TO MOTION FOR AWARD OF ATTORNEY FEES SUBMITTED BY BANNING HEIGHTS MUTUAL WATER COMPANY.	Not Applicable	
Minutes Print Minute Order				
N	08/25/2010	PLAINTIFFS OPENING BRIEF IN SUPPORT OF MOTION FOR AWARD OF ATTORNEY FEES	Not Applicable	
N	08/25/2010	MOTION TO/FOR FOR AWARD OF ATTORNEY FEES - BY JOHN A BENFIELD FILED		
Minutes Print Minute Order Receipt: 100825-0564 \$40.00				
	08/25/2010	HEARING SET 9/30/10 AT 8:30 IN DEPARTMENT 03		
N	07/02/2010	NOTICE OF ENTRY OF JUDGMENT FILED BY JOHN A BENFIELD.		
	06/03/2010 8:30 AM DEPT. 03	ORDER TO SHOW CAUSE HEARING WHY DISMISSAL ON 1ST AMENDED PETITION OF JOHN BENFIELD SHOULD NOT BE ORDERED UNLESS JUDGMENT OR DISMISSAL IS ENTERED	Vacated	

		PRIOR TO 03/29/10.		
N	04/08/2010	JUDGMENT ON COMPLAINT FOR DETERMINATION OF VALIDITY OF ELECTION OR APPT OF DIRECTORS OF DOMESTIC CO	Not Applicable	
Minutes Print Minute Order				
N	04/08/2010	REQUEST FOR DISMISSAL WITHOUT PREJUDICE AS TO DEFENDANTS DANIEL FARRIS JULIE HUTCHINSON STEVE ROMBER	Not Applicable	
N	04/08/2010	REQUEST FOR DISMISSAL WITHOUT PREJUDICE ON THE 1ST AMENDED PETITION OF JOHN BENFIELD AS TO BANNING HEIGHTS MUTUAL WATER COMPANY FILED.	Not Applicable	
Minutes Print Minute Order				
N	04/08/2010	MEMORANDUM OF COSTS (SUMMARY) IN THE AMOUNT OF \$\$8,013.64 BY JOHN A BENFIELD FILED.	Not Applicable	
	03/29/2010 9:30 AM DEPT. 03	ORDER TO SHOW CAUSE HEARING WHY DISMISSAL ON 1ST AMENDED PETITION OF JOHN BENFIELD SHOULD NOT BE ORDERED UNLESS JUDGMENT OR DISMISSAL IS ENTERED PRIOR TO 03/29/10.	Continued	
Minutes Print Minute Order				
N	03/16/2010	DECLARATION AND ORDER FOR TAKING MOTIONS OFF CALENDAR (3-12-10) BY JOHN A BENFIELD FILED; HONORABLE JUDGE DOUGLAS E. WEATHERS.	Not Applicable	
	03/12/2010 8:30 AM DEPT. 03	HEARING RE: MOTION TO CONSOLIDATE ACTIONS FOR ALL PURPOSES BY JOHN A BENFIELD	Vacated	
Minutes Print Minute Order				
	03/12/2010 8:30 AM DEPT. 03	HEARING RE: MOTION TO/FOR ORDER TO DISSOLVE OR ALTERNATIVELY MODIFY TRO * BY JOHN A BENFIELD	Off-Calendar	
Minutes Print Minute Order				
N	03/05/2010	REPORT AND ORDER RE: ELECTION OF DIRECTORS OF BANNING HEIGHTS MUTUAL WATER COMPANY	Not Applicable	
N	03/04/2010	NOTICE OF DISASSOCIATION OF COUNSEL BY JOHN A BENFIELD FILED.	Not Applicable	
N	02/23/2010	SUBSTITUTION OF ATTORNEY FILED; ON 1ST AMENDED PETITION OF JOHN BENFIELD REMOVE ATTORNEY VARNER & BRANDT LLP FOR PARTY(S) BANNING HEIGHTS MUTUAL WATER COMPANY AND REPLACE WITH ATTORNEY LEIBOLD, MCCLENDON, & MANN	Not Applicable	
	01/26/2010 9:00 AM DEPT. 03	HEARING RE: MOTION	Off-Calendar	

Minutes Print Minute Order				
N	01/22/2010	STIPULATION AND ORDER FOR ELECTION OF DIRECTORS IS GRA; HONORABLE JUDGE DOUGLAS E. WEATHERS.	Not Applicable	
N	01/21/2010	AMENDED /SUPPL NOTICE/MOTION FOR ORDER TO DISSOLVE FILED BY JOHN A BENFIELD	Not Applicable	
	01/19/2010 9:30 AM DEPT. 03	EX PARTE HEARING RE SHORTEN TIME FOR HEARING ON NOTICE OF MOTION.	Granted	
Minutes Print Minute Order				
N	01/19/2010	NOTICE OF RULING RE: RE EXPARTE APPL FOR ORDER CONSOLIDATING FILED	Not Applicable	
	01/19/2010 8:30 AM DEPT. 03	HEARING RE: FURTHER PROCEEDINGS RE; RULING OF 1/5/10	OSC SET	
Minutes Print Minute Order				
N	01/13/2010	170.6 FILED BY JOHN A BENFIELD AGAINST COMMISSIONER PAULETTE DURAND-BARKLEY GRANTED.	Not Applicable	
	01/13/2010 8:30 AM DEPT. 02	EX PARTE HEARING RE SHORTEN TIME FOR HEARING ON NOTICE OF MOTION.	Continued	
Minutes Print Minute Order				
	01/12/2010	EX PARTE HEARING SET ON 1/13/10 AT 8:30 IN DEPT 02		
N	01/12/2010	EX PARTE APPLICATION TO/FOR SHORTEN TIME FOR HEARING ON NOTICE OF MOTION BY JOHN A BENFIELD FILED	Not Applicable	
Minutes Print Minute Order				
Receipt: 100112-0124 \$40.00				
	01/11/2010	HEARING SET 3/12/10 AT 8:30 IN DEPARTMENT 03		
N	01/11/2010	MOTION TO/FOR ORDER TO DISSOLVE OR ALTERNATIVELY MODIFY TRO * BY JOHN A BENFIELD FILED		
Minutes Print Minute Order				
Receipt: 100111-0112 \$40.00				
N	01/08/2010	ASSOCIATION OF COUNSEL ON THE 1ST AMENDED PETITION OF JOHN BENFIELD AS TO PLAINTIFF JOHN A BENFIELD ADDING ATTORNEY LAW OFFICE OF RAULB GARCIA FILED.	Not Applicable	
	01/08/2010	HEARING RE: MOTION TO CONSOLIDATE SET 3/12/10 AT 8:30 IN DEPARTMENT 03		
N	01/08/2010	MOTION TO CONSOLIDATE ACTIONS FOR ALL PURPOSES BY JOHN A BENFIELD FILED		









Minutes Print Minute Order			
Receipt: 100108-0523 \$40.00			
N	01/06/2010	NOTICE OF PETITION FILED	Not Applicable <input checked="" type="checkbox"/>
	01/05/2010	CLERK'S CERTIFICATE OF MAILING OF NOTICE ON PETITION FILED FILED.	Not Applicable
Minutes Print Minute Order			
	12/21/2009 9:30 AM DEPT. 03	HEARING RE: FURTHER PROCEEDINGS	Off-Calendar
Minutes Print Minute Order			
	12/11/2009 3:00 PM DEPT. 03	HEARING RE: FURTHER PROCEEDINGS	Continued
Minutes Print Minute Order			
	12/10/2009 9:30 AM DEPT. 03	HEARING RE: HEARING ON COMPLAINT	Vacated
Minutes Print Minute Order			
	12/10/2009 8:30 AM DEPT. 03	HEARING RE: MOTION TO/FOR ON COMPLAINT BY JOHN A BENFIELD	Completed
Minutes Print Minute Order			
	12/10/2009 8:30 AM DEPT. 03	CASE MANAGEMENT CONFERENCE HEARING	Off-Calendar
Minutes Print Minute Order			
	12/08/2009 8:30 AM DEPT. 03	CASE MANAGEMENT CONFERENCE HEARING	Continued
Minutes Print Minute Order			
	11/25/2009	HEARING SET 12/10/09 AT 8:30 IN DEPARTMENT 03	
	11/20/2009 10:00 AM DEPT. 03	HEARING RE: HEARING ON COMPLAINT	Continued

Minutes Print Minute Order				
N	11/16/2009	CASE MANAGEMENT STATEMENT FILED BY BANNING HEIGHTS MUTUAL WATER COMPANY	Not Applicable	
N	11/12/2009	REPLY TO BRIEF OF PLAINTIFFS TO FINAL OPPOSITION BRIEF BY JOHN A BENFIELD FILED	Not Applicable	
N	11/12/2009	RESPONSE TO EVIDENTIARY OBJECTIONS OF DEF BY JOHN A BENFIELD FILED.	Not Applicable	
N	11/12/2009	ANSWER TO 1ST AMENDED PETITION OF JOHN BENFIELD BY BANNING HEIGHTS MUTUAL WATER COMPANY REPRESENTED BY VARNER & BRANDT LLP FILED. (OVER \$25,000.00)	Not Applicable	
N	11/05/2009	APPENDIX TO DEFENDANT BANNING HEIGHTS MUTUAL WATER COMPANYS FINAL OPPOSITION BRIEF	Not Applicable	
N	11/05/2009	DEFENDANT BANNING HEIGHTS MUTUAL WATER COMPANY EVIDENTIARY OBJECTION TO PLTS APPENDIX TO FINAL OPENI	Not Applicable	
N	11/05/2009	DEFENDANT BANNING HEIGHTS MUTUAL WATER COMPANY FINAL OPPOSITION BRIEF: MEMORANDUM OF POINTS & AUTHOR	Not Applicable	
	11/03/2009 8:30 AM DEPT. 03	HEARING RE: DEMURRER TO 1ST AMENDED PETITION OF JOHN BENFIELD BY BANNING HEIGHTS MUTUAL WATER COMPANY	Continued	
Minutes Print Minute Order				
	11/03/2009 8:30 AM DEPT. 03	HEARING RE: MOTION TO STRIKE PORTIONS OF FIRST AMENDED COMPLAINT BY BANNING HEIGHTS MUTUAL WATER COMPANY	Continued	
Minutes Print Minute Order				
N	10/29/2009	APPENDIX OF TO FINAL OPENING BRIEF OF PLAINTIFF FILED BY JOHN A BENFIELD	Not Applicable	
N	10/29/2009	FINAL OPENING BRIEF OF PLAINTIFF JOHN A BENFIELD	Not Applicable	
N	10/26/2009	ANSWER TO COMPLAINT INTERVENTION FILED 10/07/2009 OF HERBERT HASTINGS BY BANNING HEIGHTS MUTUAL WATER COMPANY REPRESENTED BY VARNER & BRANDT LLP FILED. (OVER \$25,000.00)	Not Applicable	
	10/19/2009 8:30 AM DEPT. 03	HEARING RE: HEARING ON COMPLAINT	Continued	
Minutes Print Minute Order				
N	10/16/2009	ORDER RE: HEARING OF NOVEMBER 20, 2009	Not Applicable	
N	10/13/2009	RESPONSE TO FURTHER OPPOSITION BY JOHN A BENFIELD FILED.	Not Applicable	

N	10/13/2009	NOTICE OF LODGING DEPOSITION TRANSCRIPT OF GARY DACK BY JOHN A BENFIELD FILED.	Not Applicable	
N	10/13/2009	MEMORANDUM OF JOHN A BENFIELD IN SUPPORT OF UPHOLDING INSPECTOR OF ELECTIONS RESULT OF APRIL 9, 2009	Not Applicable	
N	10/07/2009	SUMMONS ISSUED ON COMPLAINT INTERVENTION FILED 10/07/2009 OF HERBERT HASTINGS	Not Applicable	
N	10/07/2009	CIVIL CASE COVER SHEET FILED.	Not Applicable	
N	10/07/2009	COMPLAINT IN INTERVENTION FILED.	Not Applicable	 
	10/07/2009 8:30 AM DEPT. 03	HEARING RE: MOTION TO/FOR LEAVE TO INTERVENE IN ACTION BY HERBERT H HASTINGS, EURETTA HASTINGS	Granted	
Minutes Print Minute Order				
	10/07/2009 8:30 AM DEPT. 03	HEARING RE: DEMURRER TO 1ST AMENDED PETITION OF JOHN BENFIELD BY BANNING HEIGHTS MUTUAL WATER COMPANY	Completed	
Minutes Print Minute Order				
	10/07/2009 8:30 AM DEPT. 03	HEARING RE: MOTION TO STRIKE PORTIONS OF FIRST AMENDED COMPLAINT BY BANNING HEIGHTS MUTUAL WATER COMPANY	Denied	
Minutes Print Minute Order				
N	10/06/2009	OPPOSITION TO PLAS SUPPLEMENTAL FILINGS & 1ST AMENDED COMPLAINT BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED	Not Applicable	
N	09/29/2009	REPLY TO MOTION FOR LEAVE TO INTERVENE IN ACTION BY HERBERT H HASTINGS, EURETTA HASTINGS FILED	Not Applicable	
N	09/29/2009	NOTICE OF ERRATA RE PAGE 5 OF OPPOSITION TO MTN FOR LEAVE TO INTERVENE BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED.	Not Applicable	
N	09/29/2009	REPLY TO OPPOSITION TO DEMURRER BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED	Not Applicable	
N	09/29/2009	REPLY TO OPPOSITION TO MTN TO STRIKE BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED	Not Applicable	
N	09/25/2009	OPPOSITION TO TO MOTION TO STRIKE BY JOHN A BENFIELD FILED	Not Applicable	
N	09/25/2009	OPPOSITION TO DEMURRER BY JOHN A BENFIELD FILED	Not Applicable	
N	09/24/2009	OPPOSITION TO MOTION FOR LEAVE TO INTERVENE BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED	Not Applicable	
N	09/21/2009	NOTICE OF RULING RE: EX PARTE APPL FOR ORDER TO CONTINUE FILED	Not Applicable	
	09/18/2009 8:30 AM DEPT. 03	HEARING RE: HEARING ON COMPLAINT	Continued	


Minutes Print Minute Order				
	09/18/2009 8:30 AM DEPT. 02	EX PARTE HEARING RE AN ORDER ADVANCING DEMURRER AND MOTION TO STRIKE.	Granted	
Minutes Print Minute Order				
	09/17/2009	EX PARTE HEARING SET ON 9/18/09 AT 8:30 IN DEPT 02		
N	09/17/2009	EX PARTE APPLICATION TO/FOR AN ORDER ADVANCING HEARING DATE ON DEMURRER/MTN BY JOHN A BENFIELD FILED	Not Applicable	
Minutes Print Minute Order Receipt: 090917-0418 \$40.00				
	09/15/2009	HEARING SET 10/07/09 AT 8:30 IN DEPARTMENT 05 - RESCHEDULED TO:	Not Applicable	
	09/15/2009	HEARING SET 10/07/09 AT 8:30 IN DEPARTMENT 03	Not Applicable	
	09/15/2009	HEARING RE: DEMURRER SET 11/03/09 AT 8:30 IN DEPT. 05 - RESCHEDULED TO:	Not Applicable	
	09/15/2009	HEARING RE: DEMURRER SET 11/03/09 AT 8:30 IN DEPT. 03	Not Applicable	
	09/15/2009	CASE ASSIGNED TO DEPARTMENT 03 FOR CASE MANAGEMENT PURPOSES (NOTICE TO COUNSEL).		
Minutes Print Minute Order				
	09/15/2009 8:30 AM DEPT. 02	EX PARTE HEARING RE FOR AN ORDER TO CONTINUE SEP 18,2009 HEARING.	Granted	
Minutes Print Minute Order				
	09/14/2009	EX PARTE HEARING SET ON 9/15/09 AT 8:30 IN DEPT 02		
N	09/14/2009	EX PARTE APPLICATION TO/FOR AN ORDER TO CONTINUE SEPTEMBER 18,2009 HEARING BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED	Not Applicable	
Minutes Print Minute Order Receipt: 090914-0302 \$40.00				
	09/10/2009	HEARING RE; DEMURRER SET 11/03/09 AT 8:30 IN DEPT. 05		
N	09/10/2009	MOTION TO STRIKE PORTIONS OF FIRST AMENDED COMPLAINT BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED		
Minutes Print Minute Order Receipt: 090910-0393 \$40.00				

N	09/10/2009	DEMURRER TO 1ST AMENDED PETITION OF JOHN BENFIELD BY BANNING HEIGHTS MUTUAL WATER COMPANY REPRESENTED BY VARNER & BRANDT LLP FILED.	Not Applicable	
Minutes Print Minute Order Receipt: 090910-0389 \$40.00				
	09/09/2009 8:00 AM DEPT. CLERK	NON-PROOF OF SERVICE (NON-APPEARANCE) HEARING	Vacated	
	09/08/2009	REJECTED DOCUMENT: NOTICE OF DEMURRER SUBMITTED BY BANNING HEIGHTS MUTUAL WATER COMPANY.	Not Applicable	
Minutes Print Minute Order				
N	09/08/2009	DECLARATION OF OF DANIEL FARRIS IN SUPPORT OF COMPLAINT AND AMENDED COMPLAINT FOR DETERMINATION OF VALIDITY OF ELEC FILED	Not Applicable	
	09/03/2009	REJECTED DOCUMENT: DEMURRER AND MTN TO STRIKE SUBMITTED BY BANNING HEIGHTS MUTUAL WATER COMPANY.	Not Applicable	
Minutes Print Minute Order				
	08/21/2009	MOTION FEE POSTED BY HERBERT H HASTINGS, EURETTA HASTINGS	Not Applicable	
Minutes Print Minute Order Receipt: 090821-0378 \$40.00				
	08/21/2009	HEARING SET 10/07/09 AT 8:30 IN DEPARTMENT 05		
N	08/21/2009	MOTION TO/FOR LEAVE TO INTERVENE IN ACTION BY HERBERT H HASTINGS, EURETTA HASTINGS FILED		
Minutes Print Minute Order Receipt: 090821-0375 \$370.00				
	08/20/2009	ASSOCIATION OF COUNSEL ON THE 1ST AMENDED PETITION OF JOHN BENFIELD AS TO PLAINTIFF JOHN A BENFIELD ADDING ATTORNEY BLUE SCHOOR & DIEHLLP FILED.	Not Applicable	N/A
N	08/20/2009	ASSOCIATION OF COUNSEL ON THE 1ST AMENDED PETITION OF JOHN BENFIELD AS TO PLAINTIFF JOHN A BENFIELD ADDING ATTORNEY HUGHES HUBBARD & REED FILED.	Not Applicable	
N	08/11/2009	1ST AMENDED PETITION OF JOHN BENFIELD FILED. (AMENDED COMPLAINT - SUPERIOR COURT)	Not Applicable	
	08/11/2009	--ALSO SERVED 1ST AMENDED PETITION OF JOHN BENFIELD ON BANNING HEIGHTS MUTUAL WATER COMPANY WITH DATE OF MAILING 08/11/09--	Not Applicable	
N	07/30/2009	APPLICATION FOR PUBLICATION FILED.	Not Applicable	
N	07/30/2009	ORDER FOR PUBLICATION OF SUMMONS AND PETITION FILED 06/11/2009 OF JOHN BENFIELD AS TO BANNING HEIGHTS MUTUAL WATER COMPANY SIGNED ON 07/30/09	Not Applicable	

	07/30/2009 8:30 AM DEPT. 03	HEARING RE: HEARING ON COMPLAINT	Continued	
Minutes Print Minute Order				
	07/27/2009	CLERK'S CERTIFICATE OF MAILING OF NOTICE OF RULING.	Not Applicable	N/A
Minutes Print Minute Order				
N	07/27/2009	RULING ON THE HEARING HELD ON 7/27/09	Not Applicable	
	07/27/2009	CHANGE ATTORNEY ON BANNING HEIGHTS MUTUAL WATER COMPANY FROM LEIBOLD, MCCLENDON, & MANN TO VARNER & BRANDT LLP ON ALL COMPLAINTS.	Not Applicable	
	07/27/2009 8:30 AM DEPT. 03	HEARING RE: MOTION TO/FOR DISQUALITY JOHN G MCCLENDON AND THE LAW OFFICES OF LIEBOLD MCCLENDON & MANN AND TO STRIKE BY BANNING HEIGHTS MUTUAL WATER COMPANY	Taken Under Submission	
Minutes Print Minute Order				
	07/27/2009 8:00 AM DEPT. 03	COURTS SUBSEQUENT RULING ON 07/27/09 @ 08:00 FOR DEPARTMENT 03	Completed	
Minutes Print Minute Order				
N	07/22/2009	DECLARATION OF OD DANIEL FARRIS AND STEPHEN ROMBERT AND EUGENE ALAN HAMDORF FILED	Not Applicable	
N	07/22/2009	REPLY TO OPPOSITION TO MTN TO DISQUALIFY BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED PER 313/317 CRC	Not Applicable	
N	07/21/2009	OBJECTION TO TO DECLARATION FILED BY JOHN A BENFIELD	Not Applicable	
N	07/21/2009	REPLY TO BRIEF IN SUPPORT OF COMPLAINT FOR DETERMINATION BY JOHN A BENFIELD FILED	Not Applicable	
N	07/17/2009	OPPOSITION TO MOTION TO DISQUALIFY JOHN G. MCCLENDON AND LEIBOLD BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED UNTIMELY PER 1005CCP/317(A)CRC /437C(B)CCP	Not Applicable	
N	07/17/2009	OPPO BRIEF OF BANNING HEIGHTS MUTUAL WATER COMPANY TO PLAINTIFFS OPENING BRIEF	Not Applicable	
	07/16/2009	REJECTED DOCUMENT: OPPO BRIEF TO PLNTF OPENING BRIEF SUBMITTED BY BANNING HEIGHTS MUTUAL WATER COMPANY.	Not Applicable	
Minutes Print Minute Order				
N	07/15/2009	OPPOSITION TO PLAINTIFFS OPENING BRIEF IN SUPPORT OF COMPLAINT BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED	Not Applicable	

	07/09/2009	HEARING SET 7/27/09 AT 8:30 IN DEPARTMENT 03		
N	07/09/2009	MOTION TO/FOR DISQUALITY JOHN G MCCLENDON AND THE LAW OFFICES OF LIEBOLD MCCLENDON & MANN AND TO STRIKE BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED		
Minutes Print Minute Order Receipt: 090709-0137 \$40.00				
	07/09/2009 8:30 AM DEPT. 02	EX PARTE HEARING RE APPL FOR ORDER TO DISQUALIFY & STRIKE ANSWER.	Granted	
Minutes Print Minute Order				
	07/08/2009	EX PARTE HEARING SET ON 7/09/09 AT 8:30 IN DEPT 02		
N	07/08/2009	EX PARTE APPLICATION TO/FOR ORDER TO DISQUALIFY & STRIKE VERIFIED ANSWER BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED	Not Applicable	
Minutes Print Minute Order Receipt: 090708-0266 \$40.00				
	07/07/2009	REJECTED DOCUMENT: APPLICATION FOR PUBLICATION SUBMITTED BY JOHN A BENFIELD.	Not Applicable	
Minutes Print Minute Order				
N	07/06/2009	OPENING BRIEF IN SUPOORT OF COMPLAINT FILED BY JOHN A BENFIELD	Not Applicable	
N	07/01/2009	NOTICE OF LODGMENT OF RECORD OF PROCEEDINGS - BY BANNING HEIGHTS MUTUAL WATER COMPANY FILED.	Not Applicable	
	06/25/2009	APPLICATION FOR ORDER FOR PUBLICATION OF SUMMONS	Not Applicable	N/A
Minutes Print Minute Order Receipt: 090625-0639 \$20.00				
N	06/22/2009	NOTICE OF RULING RE: EX PARTE APPLICATION FILED	Not Applicable	
N	06/18/2009	STIPULATION FOR THE APPOINTMENT OF COURT COMMISSIONER AS TEMPORARY JUDGE FILED.	Not Applicable	
	06/18/2009 9:00 AM DEPT. 02	EX PARTE HEARING RE APPL FOR ORDER SETTING BRIEFING SCHEDULE.	Granted	
Minutes Print Minute Order				
	06/17/2009 8:30 AM DEPT. 02	EX PARTE HEARING RE APPL FOR ORDER SETTING BRIEFING SCHEDULE.	Continued	
Minutes Print Minute Order				

N	06/16/2009	DECLARATION OF RE SERVICE OF SUMMONS, COMPLAINT, NTC OF EXPARTE FILED	Not Applicable	
N	06/16/2009	PROOF OF SERVICE OF SUMMONS AND COMPLAINT SERVED ON STEVEN ROMBERG SERVED 06/14/09 FILED (NON-COMPLAINT)	Not Applicable	
N	06/16/2009	PROOF OF SERVICE OF SUMMONS AND COMPLAINT SERVED ON ALLEN PARKER SERVED 06/14/09 FILED (NON-COMPLAINT)	Not Applicable	
N	06/16/2009	PROOF OF SERVICE OF SUMMONS AND COMPLAINT SERVED ON RICHARD SIMMONS SERVED 06/12/09 FILED (NON-COMPLAINT)	Not Applicable	
N	06/16/2009	PROOF OF SERVICE OF SUMMONS AND COMPLAINT SERVED ON J. LYNN MARTELL SERVED 06/14/09 FILED (NON-COMPLAINT)	Not Applicable	
N	06/16/2009	PROOF OF SERVICE OF SUMMONS AND COMPLAINT SERVED ON JULIE HUTCHINSON SERVED 06/14/09 FILED (NON-COMPLAINT)	Not Applicable	
N	06/16/2009	PROOF OF SERVICE OF SUMMONS AND COMPLAINT SERVED ON ROBERT POLAND SERVED 06/12/09 FILED (NON-COMPLAINT)	Not Applicable	
N	06/16/2009	PROOF OF SERVICE OF SUMMONS AND COMPLAINT SERVED ON H. MARVIN CLARK SERVED 06/12/09 FILED (NON-COMPLAINT)	Not Applicable	
N	06/16/2009	PROOF OF SERVICE OF SUMMONS AND COMPLAINT SERVED ON DANIEL FARRIS SERVED 06/14/09 FILED (NON-COMPLAINT)	Not Applicable	
	06/16/2009	EX PARTE HEARING SET ON 6/17/09 AT 8:30 IN DEPT 02		
N	06/16/2009	NOTICE OF EX PARTE APPL FOR ORDER SETTING BRIEFING SCHEDULE & HEARING DATE BY JOHN A BENFIELD FILED.	Not Applicable	
N	06/16/2009	EX PARTE APPLICATION TO/FOR FOR ORDER BRIEFING SCHEDULE & HEARING DATE BY JOHN A BENFIELD FILED	Not Applicable	
Minutes Print Minute Order Receipt: 090616-0089 \$40.00				
N	06/15/2009	ANSWER TO PETITION FILED 06/11/2009 OF JOHN BENFIELD BY BANNING HEIGHTS MUTUAL WATER COMPANY REPRESENTED BY LEIBOLD, MCCLENDON,& MANN FILED. (OVER \$25,000.00)		
Minutes Print Minute Order Receipt: 090615-0378 \$365.00				
	06/11/2009	NON PROOF OF SERVICE HEARING SET FOR 9/09/09 AT 8:00 IN DEPT CLERK		
	06/11/2009	PETITION AND PARTY INFORMATION ENTERED	Not Applicable	
N	06/11/2009	CERTIFICATE OF COUNSEL FILED.	Not Applicable	
N	06/11/2009	PETITION FILED	Not Applicable	
Minutes Print Minute Order Receipt: 090611-0261 \$365.00				

	06/11/2009	DIRECTLY ASSIGNED TO DEPARTMENT 05. (RIVERSIDE)		
N	06/11/2009	ORIGINAL SUMMONS FILED	Not Applicable	

Case RIC528643 - Pending Hearings

<i>Date</i>	<i>Action Text</i>	<i>Disposition</i>	<i>Image</i>
This Case Does Not Have Any Pending Hearings			

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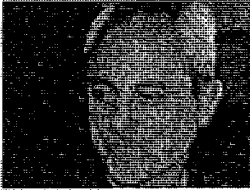
Exhibit E

Statement of Allen Parker: Perjury he gave his house
back in Bankruptcy.

Bankrupt Calif. city hires twice-bankrupt manager

Michael Winter, USA TODAY 6:25 p.m. EST February 22, 2013

Officials knew that experienced city manager owed \$620,000 and lost his house in February 2011.



(Photo: Via Press-Enterprise)

Bankrupt San Bernardino, Calif., has hired a new city manager with professional experience getting cities out of fiscal jams and personal experience getting deeply into debt — he has twice declared personal bankruptcy.

The financial problems (http://https://www.ci.san-bernardino.ca.us/home_nav/chapter_9_bankruptcy/default.asp) of the city of 210,000 in Riverside County, about 65 miles east of Los Angeles, are seen as a national test case that pits worker pensions against Wall Street bond holders.

Over the past 30 years, Allen J. Parker has served as city manager or redevelopment director for other communities in California and Illinois.

On Feb. 15, the San Bernardino City Council hired (<http://www.pe.com/local-news/politics/imran-ghori-headlines/20130215-san-bernardino-veteran-official-named-city-manager.ece>) the 71-year-old Parker — at an annual salary of nearly \$222,000 — knowing that he and his wife had declared bankruptcy in February 2011. *The Press-Enterprise* reported (<http://www.pe.com/local-news/reports/san-bernardino-bankruptcy/san-bernardino-bankruptcy-headlines/20130221-san-bernardino-new-city-manager-declared-personal-bankruptcy.ece>). They owed creditors more than \$620,000, and had assets, including a house, worth \$170,000, according to U.S. Bankruptcy Court records.

City officials also knew about Parker's 1991 bankruptcy in San Mateo, south of San Francisco, and that in 2010 he was removed from the Banning (http://en.wikipedia.org/wiki/Banning,_California) Heights Mutual Water Co. after shareholders sued him and other board members for trying to sell the private utility, Reuters reported (<http://www.reuters.com/article/2013/02/22/us-usa-debt-sanbernardino-idUSBRE91L0UO20130222>).

Parker, of nearby Beaumont, told *The Press-Enterprise* that his financial problems and the city's were "apples and oranges."

He said he told the council he had "gone through bankruptcy and, as part of that, I gave back the house — it wasn't foreclosed on — and that's all I told them."

According to the 2011 bankruptcy filing, the Parkers' debts included two home mortgages totaling \$267,500, and bank and credit card debt of \$137,252.

City Attorney Jim Penman said that as part of a background check, his office interviewed some of Parker's creditors.

"The council spent a lot of time, as did the mayor, discussing that issue with him, and the mayor was comfortable enough with his answers to appoint him, and the council was comfortable enough to confirm him," Penman told *The Press-Enterprise*. "I would not want people to think this is something we were not aware of."

The article does not address the 1991 bankruptcy or Parker's ouster from the water company, which serves about 250 customers in the tiny unincorporated community in the high desert east of San Bernardino.

Reuters' report said Parker's resume does not mention his tenure as a director and president of the Banning utility, which serves Beaumont.

Previously, he served as city manager in such California communities as Compton, East Palo Alto, Half Moon Bay and Seal Beach, as well as the Chicago suburb of Oak Park, Ill. For the past six years he had run an economic-development consulting firm.

His first day on the San Bernardino job was Wednesday.

Here's some of what a *Press-Enterprise* columnist wrote (<http://www.pe.com/local-news/columns/cassie-macduff-headlines/20130215-san-bernardino-new-city-manager-makes-fresh-start.ece>) after the city council voted unanimously to hire Parker:

San Bernardino's new city manager has ample experience pulling municipalities back from fiscal cliffs.

Oak Park, Ill., was a year and a half from bankruptcy when Allen J. Parker was recruited to instill financial discipline in the Chicago suburb in the early 1990s.

Seal Beach — on the Orange County coast — also was having financial problems when Parker became city manager there in 1981.

Bankrupt Calif. city hires twice-bankrupt manager

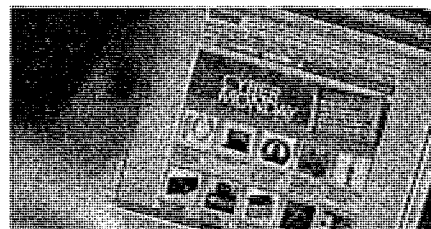
<http://www.usatoday.com/story/news/nation/2013/02/22/san-ber...>

He told the writer that "his experience 'pigeonholed' him as a fiscal fixer — someone who could take struggling cities and steer them out of troubled waters."

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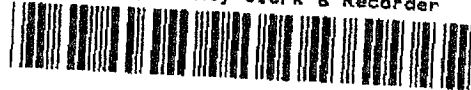
[/29/islamic-state-defections-kurds-lloyd-austin-syria-isil/76503736](#)

Exhibit F

Trustee's Deed upon Sale: This is proof positive that Allen Parkers house was foreclosed upon.

10th LPS
Trustee's Deed Upon Sale
Page 1
Recording requested by:

DOC # 2011-0374430
08/24/2011 09:50A Fee:24.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



When recorded mail to:

Bank of America
475 Crosspoint Parkway
Getzville, NY 14068

Forward tax statements to the address given above

TS #: CA-10-406309-VF
Order #: 100724738-CA-GTI
A.P.N.: 531-270-003-9

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	24

Trustee's Deed Upon Sale

Transfer Tax: 0

TRA: 001

The undersigned grantor declares:

The grantee herein IS the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: \$309,727.93

The amount paid by the grantee at the trustee sale was: \$77,597.10

The documentary transfer tax is: None

Said property is in the City of: BANNING, County of RIVERSIDE

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Federal Home Loan Mortgage Corporation

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **RIVERSIDE**, State of California, described as follows:

See Attached

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **ALLEN J PARKER AND SARA J. PARKER, HUSBAND AND WIFE AS COMMUNITY PROPERTY**, as trustor, dated **9/20/2006**, and recorded on **9/28/2006** as instrument number **2006-0718330**, in Book **xxx**, Page **xxx**, of Official Records in the office of the Recorder of **RIVERSIDE**, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **11/29/2010**, instrument no **10-0569018**, Book , Page , of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten/thirty days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b

Default occurred as set forth in a Notice of Breach and Election to Sell which was recorded in the office of the Recorder of said County.



All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Sell or the personal delivery of the copy of the Notice of Breach and Election to Sell and the posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on **8/12/2011** at the place named in the Notice of Sale, in the County of **RIVERSIDE**, California, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount being **\$77,597.10** in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: **AUG 22 2011**

QUALITY LOAN SERVICE CORPORATION

By: 
Karla Sanchez, Assistant Secretary

State of: California
County of: San Diego

On **AUG 22 2011** before me, **Michelle Nguyen** a notary public, personally appeared **Karla Sanchez**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of **California** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Michelle Nguyen



THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE
USED FOR THAT PURPOSE.

TS #: CA-10-406309-VF


CERTIFICATE OF ACCEPTANCE

Pursuant to the provisions of Government Code Section 27281, this is to certify that the interest in real property conveyed by the Trustees Deed Upon Sale, from BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, to Federal Home Loan Mortgage Corporation, a governmental agency, is hereby accepted by order of Federal Home Loan Mortgage Corporation on 8/15/2011 and the grantee consents to the recordation thereof by its duly authorized agent.

Date: 8-22-2011

Federal Home Loan Mortgage Corporation

By: McCarthy and Holthus, LLP, Attorney in
fact for Federal Home Loan Mortgage
Corporation


By: Janice Treanor, Authorized Agent for
McCarthy and Holthus, LLP

THAT PORTION OF LOTS 11 AND 12 OF BANNING HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 37-5, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. THAT PORTION OF LOTS 11 AND 12 OF BANNING HEIGHTS, COUNTY OF RIVERSIDE STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGES 37 TO 51, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF BLUFF STREET AND THE LINE BETWEEN SAID LOTS 11 AND 12, SAID INTERSECTION IS SHOWN BY RECORD OF SURVEY RECORDED IN BOOK 20 PAGE 5 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE SOUTH 63 DEGREES 55 MINUTES EAST, ALONG SAID LINE BETWEEN LOTS 11 AND 12, 34.26 FEET TO THE SOUTHEASTERLY LINE OF SAID BLUFF STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 55 DEGREES 02 MINUTES EAST, ALONG SAID SOUTHEASTERLY LINE, 23.13 FEET TO A TANGENT CURVE; THENCE SOUTH 16 DEGREES 10 MINUTES 30 SECONDS WEST 128.04 FEET; THENCE SOUTH 44 DEGREES 53 MINUTES 00 SECONDS WEST, 9.41 FEET; THENCE NORTH 72 DEGREES 11 MINUTES WEST 21.65 FEET; THENCE SOUTH 17 DEGREES 49 MINUTES 00 SECONDS WEST, 44.96 FEET; THENCE SOUTH 62 DEGREES 49 MINUTES 00 SECONDS WEST, 5.46 FEET; THENCE NORTH 72 DEGREES 11 MINUTES WEST, 70.59 FEET TO THE EASTERLY LINE OF SAID BLUFF STREET, THE INITIAL TANGENT TO SAID POINT BEARING NORTH 22 DEGREES 17 MINUTES 05 SECONDS EAST, THENCE CURVING TO THE RIGHT ALONG SAID BLUFF STREET RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 32 DEGREES 44 MINUTES 55 SECONDS WITH A RADIUS OF 220 FEET A DISTANCE OF 125.74 FEET; THENCE NORTH 55 DEGREES 02 MINUTES EAST, 59.35 FEET TO THE POINT OF BEGINNING.

Exhibit G

Newspaper reports

U.S

Fri Feb 22, 2013 | 2:56 PM EST

Exclusive: Bankrupt San Bernardino picks twice bankrupt manager



A concrete sign marking the city limits for San Bernardino, California is seen in this file photo from July 11, 2012.
REUTERS/ALEX GALLARDO/FILES

By Tim Reid

LOS ANGELES (Reuters) - The bankrupt city of San Bernardino has hired a new city manager who, according to court filings, has twice declared personal bankruptcy and was recently ousted from the board of a small community's water company after being sued by shareholders.

The city council voted unanimously on Tuesday night to hire Allen J. Parker, 71, as its city manager on an annual salary of almost \$222,000. He replaces an interim city manager who resigned last month because, according to friends, she was exasperated by the city's internal divisions.

The interim city manager, Andrea Travis-Miller, could not be reached for comment.

Parker, who began working in the job on Wednesday, will be crucial in guiding the city of 210,000 people through municipal bankruptcy, in a case that could set a national precedent for Wall Street bondholders and pension funds in future municipal bankruptcies.

The mayor and council members knew about both of Parker's personal bankruptcies - the first in 1991 and the second in 2011 - and the litigation surrounding his water board tenure before they interviewed him, according to the mayor's chief of staff. They discussed both issues with him when they interviewed Parker last Friday. They say the issues were no impediment: the council interviewed two final candidates but voted unanimously to hire him.

The California newspaper The Press-Enterprise reported on Thursday that Parker filed in 2011 for personal bankruptcy. In comments to the paper, Parker said that his bankruptcy and his ability to handle the city's fiscal problems were "apples and oranges."

Calls and emails to Parker asking about his bankruptcy filings and his tenure on the water board went unanswered. An email to Parker asking if his wife Sara, with whom he jointly filed for bankruptcy in the 2011 petition, would comment also did not elicit a response.

The bankruptcy of San Bernardino, a city 65 miles east of Los Angeles, is a national test case as to whether the pensions of government workers take precedence over other payments in a municipal bankruptcy - a high stakes issue for pension plans and their beneficiaries, and for the Wall Street bondholders who lend money to governments.

City managers are central to any city's quest to seek bankruptcy protection, because they have a pivotal role in answering questions from creditors and the court. The judge overseeing San Bernardino's case must still rule on whether the city is eligible for bankruptcy before the case proceeds.

A TINY COMMUNITY

ADVERTISEMENT



A 2009 lawsuit brought by a shareholder in the Banning Heights Mutual Water Company, where Parker was a director and then president of the board between 2004 and 2010, resulted in Parker being voted off the board in February 2010 after a court-ordered special election.

Banning Heights is a tiny unincorporated community 85 miles east of Los Angeles. The water company was formed in 1913 to provide water and today it serves about 250 residents.

Despite its small size, the water rights and land upon which the community sits are worth millions of dollars, according to John McClendon, the water board's general counsel. At one point under Parker's tenure on the water board, an entity called The Tahiti Group had placed \$7 million in an escrow account to purchase the company, according to correspondence attached to court filings.

Court filings in the 2009 lawsuit, and a subsequent separate lawsuit brought by the water company allege that Parker, along with others, used their position on the board to try to sell the water company, against the wishes of shareholders.

Parker and others were also accused of withholding information from shareholders, according to those court filings. The shareholder sued in 2009 because he said Parker and others ignored the results of previous shareholder elections when they were voted off the board. Parker is not a defendant in the second lawsuit which is still active.

According to one court filing by the water company dated September 20, 2010, when shareholders gained access to the water company's office after Parker and others were voted off the board, computers were missing, hard drives had been wiped and bags of

~~In a deposition dated November 9, 2010 relating to the 2009 lawsuit, Parker said he never~~
shredded documents and did not believe anyone "during our regime" on the water board
shredded any documents.

After a judge ruled against Parker and others in the 2009 lawsuit and ordered a special
shareholder election, they were voted off the board by shareholders in February 2010.

CITY DID ITS CHECKS

According to his resume, which does not mention Banning Heights Water Company, Parker
has long experience as a local manager in several other California cities such as East Palo
Alto, Half Moon Bay, Seal Beach, and Compton.

Jim Morris, the son and chief of staff to Pat Morris, San Bernardino's mayor, said the city
had done its own thorough background check on Parker before he was interviewed by the
council, last Friday. His bankruptcies, and the Banning Heights Mutual Water Company
litigation, were known about by the time the interview took place, Morris said.

"We talked to the attorneys involved, and pulled the court filings. These were disputes over
election results," Morris said. He said the Banning Heights litigation did not involve serious
issues, and that such disputes occur on small entities such as the water board all the time.

Morris said there was no reason why Parker should have included his tenure on the water
board on his resume. "He wasn't employed by the water board," Morris said. "His resume
was an employment resume. If someone was a member of their local homeowners'
association you wouldn't expect that to be on their resume."

Parker filed for personal bankruptcy in 1991, in San Mateo, California, according to court
records. No further details were available. In February 2011, he filed for bankruptcy with his
wife, in the U.S. Bankruptcy Court, Central District of California.

According to the 2011 bankruptcy filing, Parker and his wife listed among their debts two
home mortgages with unsecured balances of \$267,500, as well as bank and credit card
debt of \$137,252.

(Reporting by Tim Reid; Editing by Martin Howell, Tiziana Barghini and Claudia Parsons)

California shooters discussed martyrdom even before meeting: FBI



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Exhibit H

Newspaper reports

San Bernardino City Council stands by new city manager Allen

J. Parker

By Zen Vuong, Staff Writer

sbsun.com

Related story: Q&A: New San Bernardino city manager Allen J. Parker looks to city's future

Photo gallery: San Bernardino new City Manager Allen Parker San Bernardino City Council members on Friday stood by Allen J. Parker, their new pick to lead the insolvent city, despite his having filed for personal bankruptcy twice and having once been forced to resign from the same position in Illinois.

In the wake of former Interim City Manager Andrea Travis-Miller's announcement she was leaving the city, council members and city staffers did a thorough background check in considering Parker, they said, and after lengthy closed-door discussions the council voted 6-0 to hire him.

Parker started his new position on Wednesday, a day after the vote.

"The man's experience speaks for itself," said Councilman Fred Shorett, referring to Parker's 24 years of experience as a city manager.

Parker said in an interview that when he became the city manager of Compton in 1976, the city was on the brink of bankruptcy.

Shorett knew about one of Parker's bankruptcy cases, but "that has happened to a lot of people recently, and it wasn't a concern of mine. I don't think it was a concern of anyone," he said referring to council members.

In February 2011, Parker and his wife, Sara, filed for Chapter 7 bankruptcy protection.

The court filings said they were liable for about \$620,000, but that they only owned assets totaling some \$171,000. Their debt came from two mortgages, some student loans and credit debt.

Parker also filed for bankruptcy in 1991, but details of his court filing were unavailable. Parker, 71, said the primary reason for the financial problems was a divorce.

"They're over 20 years apart, and in both cases had to deal with personal circumstances," he said. "It has absolutely no reflection on my ability to manage."

In the last bankruptcy, "I got turned upside down on a house like thousands of others," he added.

He said he claimed bankruptcy to avoid foreclosure.

Councilwoman Virginia Marquez said she selected an excellent candidate for a challenging job.

San Bernardino, a city with more than 210,000 residents, is the third California city to file for bankruptcy protection, along with Stockton and Mammoth Lakes.

"As a governing body, we felt that we had the best person for the job," Marquez said. "It's not like we had hundreds of applicants knocking on our door. Nobody wants to come to our city. They know we have no stability. I'm grateful Mr. Parker will even work for our city."

Aside from personal problems, Parker was also forced to resign as city manager of the Village of Oak Park, Ill., in 1995.

Parker said his resignation was part of the city manager's job description. City managers are elected, so they're at-will jobs, he said.

"Boards change, and they want their own person there. It comes with the territory," he said.

In 2009, a shareholder at Banning Heights Mutual Water Co. filed a lawsuit against Parker and the rest of the members of the board of directors.

The 2009 lawsuit alleged that Parker and other board members used their position to sell the water company even though the shareholders were against the move, Reuters reported.

Parker said the entire board was sued and that the water company didn't win.

"My board, including me, wasn't re-elected," he said.

His explanations satisfied the San Bernardino council - he won the job by a unanimous vote. In fact, Marquez views Parker's bankruptcy in a positive light.

"He knows what the dynamics of a bankruptcy entails and how to get through it," she said.

R. Dale Ginter, a Sacramento bankruptcy lawyer who represented retirees in Vallejo's bankruptcy case, said he doesn't think Parker's personal finances necessarily mean he won't be able to perform his duties as a city manager.

"A lot of people have to file bankruptcy for a lot of different reasons. Many are legitimate. Sometimes it shows poor financial ability. Other times, the deck was stacked against them," Ginter said.

Ginter said it was up to the San Bernardino council to properly vet its city manager.

Rebecca Winthrop, a Los Angeles bankruptcy lawyer specializing in Chapter 9 cases, said Parker's experience gives him a unique perspective; however, "it gives the appearance that he's not financially sound."

Because a city manager's job involves interacting with many financial parties, having this veneer might cause issues in Parker's job performance, Winthrop said.

"If it were me, that would not be my choice," she said.

Advertisement

Exhibit I

Federal Court Documents of Allen Parkers last several years income.

2. Income other than from employment or operation of business

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$12,500.00	2009 Gross Receipts for Allen J. Parker & Associates, Inc.
\$0.00	2008 Gross Receipts for Allen J. Parker & Associates, Inc.

3. Payments to creditors

None ☒ Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
---------------------------------	----------------------	-------------	-----------------------

None ☒ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None ☒ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Benefield v. Banning Heights Mutual Water Co.	Civil	Riverside Court 4050 Main Street Riverside, CA 92501	Judgment entered July 2, 2010

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6I (Official Form 6I) (12/07)

In re **Allen J. Parker**
Sara J. Parker

Case No. _____

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Married	RELATIONSHIP(S): None.	AGE(S):
Employment:	DEBTOR	SPOUSE
Occupation	Economic Development Consulting	Artist
Name of Employer	Allen J. Parker & Associates Inc.	Sara Parker Studio
How long employed	Self-employed-4 years	Self-employed-5 years
Address of Employer	8710 Bluff Street Banning, CA 92220	8710 Bluff Street Banning, CA 92220

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)
2. Estimate monthly overtime

	DEBTOR	SPOUSE
	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
3. SUBTOTAL	\$ <u>0.00</u>	\$ <u>0.00</u>

4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
- b. Insurance
- c. Union dues
- d. Other (Specify): _____

	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>

5. SUBTOTAL OF PAYROLL DEDUCTIONS

	\$ <u>0.00</u>	\$ <u>0.00</u>
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ <u>0.00</u>	\$ <u>0.00</u>

7. Regular income from operation of business or profession or farm (Attach detailed statement)
8. Income from real property
9. Interest and dividends
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above
11. Social security or government assistance (Specify): _____
12. Pension or retirement income
13. Other monthly income (Specify): _____

	\$ <u>1,667.00</u>	\$ <u>417.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>	\$ <u>0.00</u>

14. SUBTOTAL OF LINES 7 THROUGH 13

	\$ <u>1,667.00</u>	\$ <u>417.00</u>
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15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

	\$ <u>1,667.00</u>	\$ <u>417.00</u>
--	--------------------	------------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

	\$ <u>2,084.00</u>	
--	--------------------	--

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

B7 (Official Form 7) (04/10)

**United States Bankruptcy Court
Central District of California**

In re **Allen J. Parker
Sara J. Parker**

Debtor(s)

Case No.

Chapter

7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$20,000.00	2010 YTD Income Allen J. Parker
\$5,000.00	2010 YTD Income Sara J. Parker
\$4,624.00	2009 Joint Income
\$4,114.00	2008 Joint Income

Exhibit J

Newspaper article documenting the Mayor last year asking for help releasing the City Manager from his duties.

San Bernardino mayor asks city manager to resign; city manager refuses

By Ryan Hagen , San Bernardino Sun

DailyBulletin.com



Allen Parker

SAN BERNARDINO >> Mayor Carey Davis stunned City Manager Allen Parker on Friday by asking him to resign and blaming him for the slow progress in the city's bankruptcy case.

Parker refused to quit.

Under the city's charter, the city manager can be removed only by the City Council at the request of the mayor. That request will come in a closed session at the Dec. 15 meeting or before, and the mayor isn't commenting on the reasons because it's a personnel matter, according to his chief of staff, Michael McKinney.

Parker said a number of factors had impeded progress, and that the mayor hadn't expressed dissatisfaction with his work until Friday.

"There's a lot of things that could be going on that I have no knowledge of. I don't know," he said. "I was a little shocked when he said that to me because it absolutely came out of nowhere. My hope is I have enough credibility with the council that they'll keep me on."

Two City Council members called for a performance review of Parker in July, after he and then-Finance Director David Cain both missed the final budget hearing because of a scheduled vacation.

But that evaluation never happened. For one thing, Parker said, he was never given written standards by which to weigh his performance against.

That should change, said Councilman John Valdivia, who put the request for an evaluation on the closed-session agenda that month, but he had "no fallout" with Parker.

"I think the time to act was then, but (Davis) didn't have his bearings on the issue and didn't bother to ask my opinion of where I was going with it," he said. "Fast forward six months, and the mayor's deciding in a vacuum we need new leadership."

Valdivia said he needed to hear Parker's side and think it over before deciding whether he should be asked to leave, but wondered if this was the best time to eliminate the top nonelective position.

"We had David Cain leave, he was the director of finance, and we've had a few mid level managers, then McKinney," he said. "What does this mean for the bankruptcy?"

U.S. Bankruptcy Judge Meredith Jury, impatient with the city's lack of progress, decided in

November that the city had until May 30 to come up with a detailed bankruptcy exit plan.

Advertisement

Parker said there is progress on that front, with meetings underway with Management Partners, a consulting team that led Stockton through its bankruptcy and was hired at Parker's request.

Two deputy city managers have been in place for months or less.

Davis was rebuffed by the council on Monday when it voted 5-2 against extending McKinney's contract.

Parker said Davis asked him to advocate for McKinney to the council, but Parker felt it would be inappropriate. That didn't come up during Friday's meeting, he said.

"He's blaming me for the state of the bankruptcy, that we haven't pulled out yet, etc. etc.," Parker said. "I'm taking him at face value. However, I think the mayor is in error. I find it very difficult to attribute the state of the city's bankruptcy to me. It took a long time to get into bankruptcy."

Parker was hired in February 2013 for \$212,976 per year.

Reach the author at Ryan.Hagen@inlandnewspapers.com or follow Ryan on Twitter: [@rmhagen](https://twitter.com/rmhagen).



Ryan Hagen

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EXHIBIT F

December 2015 County Plan of service

City of San Bernardino
Annexation into the
San Bernardino County Fire Protection District
Plan of Service

December, 2015

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LAFCO
San Bernardino County

1. Annexation

The City of Bernardino (City) proposes to annex into the San Bernardino County Fire Protection District (County Fire), its Valley Service Zone and Fire Protection Service Zone 5 (FP-5) for the provision of fire suppression and emergency medical services. Annexation to the San Bernardino County Fire District will allow the City to take advantage of the substantial economies of scale available from the District, as well as existing District stations and personnel located nearby to the City. These factors will allow the City to reduce the overall level of City revenue allocated to fire service delivery, freeing up scarce City resources to address other critical service delivery needs in the community. This is consistent with the City's Plan of Adjustment filed with the bankruptcy court on May 30, 2015.

The reorganization of County Fire and annexation of the City into County Fire would result in the complete assumption of fire, rescue, and EMS services by County Fire for the City of San Bernardino. Through the reorganization process an agreement will be developed to transfer a percentage of the City's property tax to revenue to County Fire to support the short and long term costs of providing fire protection services. Following completion of the reorganization, and execution of the property tax reallocation agreement, the City will have no further funding obligations for fire suppression or emergency services within the City. The proposed start of service should the reorganization be approved is July 1, 2016. The following describes the plan of service that would be provided by County Fire to the City upon annexation.

2. Incident Response

A. Fire Suppression

County Fire is a full-service organization operating seventy fire stations serving approximately 750,000 citizens throughout the approximately 16,535 square miles of unincorporated territory plus seven incorporated cities including Adelanto, Fontana, Grand Terrace, Hesperia, Needles, Victorville, and Yucca Valley. County Fire provides a full range of emergency services including ladder trucks and elevated stream operations, fire boats for water rescues, snow cats for winter operations, heavy equipment dozers and front-loaders for flooding and earth moving, hand crews, ambulance transportation in seven ambulance operating areas, paramedics on engines and ambulances, and large

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

incident command and control capability. County Fire's chief officers are trained to function in various Incident Command System (ICS) capacities while some participate on Interagency Management Teams. Levels of service vary in each community based on County Fire's available revenue. Staffing in County Fire stations varies from all paid-call firefighters to two, or three, career firefighters on each fire engine.

The City of San Bernardino is located within San Bernardino County Fire's Valley Service Zone. The Valley Service Zone currently staffs and deploys the following:

Table 1. County Fire Valley Service Zone Staffing and Resources

Personnel		Resources
Division Chief	1	Type I Engines
Battalion Chief(s)	6	Type III Engines
Administrative	3	Type VI Engines
Fire Captains	42	Ladder Trucks
Fire Engineers	42	Type I Hazmat Unit
Firefighters (PM)	54	Heavy Rescue
Firefighters	18	Squads
		Water Tenders
		Utilities
		Command Vehicles

To provide service to the City, County Fire would add an additional Division and Division Chief to the Valley Service Zone. County Fire would also add their fully funded current station in Mentone (Station 9) to the new Division.

B. Emergency Medical Response

County Fire is the largest provider of pre-hospital care in the County and second largest ambulance transport provider. This level of service is provided using Paramedic Engine/Truck/Squad Companies or Paramedic Ambulances depending on the need of the local communities. County Fire also has an extensive Automatic External Defibrillator (AED) program operating in 27 communities with 52 defibrillators.

C. Hazardous Materials Response

County Fire Hazardous Materials Division has maintained and implemented a comprehensive Hazardous Materials Emergency Response Team since 1983, which responds to all incidents associated with the release of hazardous materials or hazardous wastes throughout the County. The team is fully equipped and comprised of ten Registered Environmental Health Specialists who are trained to the State of California Hazardous Materials Specialist level.

For individual emergencies and disasters, hazardous materials responses are coordinated through the Incident Command System, the Standardized Emergency Management System (SEMS) and the automatic aid provisions. In addition to the ten Registered Environmental Health Specialists, County Fire maintains two Type II Hazardous Materials Response Units. One unit is located in the West Valley and one unit in the North Desert. The units are staffed with 36 Specialist Level members of the hazardous materials team. County Fire also maintains five Decontamination Trailers located in the various divisions for quick regional response. These units provide for the rapid decontamination and clothing of up to 500 victims for release or treatment during an emergency. Hazardous materials equipment, response, and training are coordinated through the Interagency Team concept adopted by the San Bernardino County Fire Chiefs' Association as an efficient delivery of specialized hazardous materials response throughout the County. Depending on the incident and resources available, members of the team may fill any position in the Incident Command System ranging from entry and de-con personnel, team leaders, HAZMAT group supervisor, PIO, safety officer and unified incident commanders.

The Hazardous Materials Emergency Response Team is critical to civil and criminal investigations. The team provides the expert testimony, obtains and prepares and documents evidence, and conducts the sampling maintaining the chain of custody for any evidence collected.

D. Rescue Operations

County Fire is one of California's largest Office of Emergency Services (OES) Urban Search & Rescue (USAR) local government resources. The County Fire currently deploys three Heavy Rescues and one Medium Rescues. County Fire has also been certified by the State of California as a Regional Taskforce for USAR providing RTF-6 for response throughout the State of California. County Fire currently has 70 personnel trained to "Heavy" Type I response capability, and these numbers continue to grow. Additionally, nearly all of County Fire's personnel have been trained in swift-water rescue, over-the-side rescue, and other various aspects of technical rescue. County Fire has also taken the lead within the County in the fight against terrorism. County Fire has been the recipient of numerous grants from the Federal Government for terrorism preparation. County Fire is also very active on the Terrorism Early Warning Group, the Terrorism Oversight Committee and Bio-Terrorism Operations Committee.

Urban Search & Rescue is considered a multi-hazard discipline; as it may be needed for a variety of emergencies or disasters, including earthquakes, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.

E. Mass-Casualty Incident Response

County Fire deploys trained and experienced personnel and resources to effectively manage mass-casualty incidents (MCI). Fixed resources include 11 self-contained MCI trailers stocked with medical equipment including backboards, blankets, trauma dressings, IV solutions, oxygen, triage tarps, etc., and each are designed to be towed or lifted by helicopter to the scene of a major medical incident. The MCI trailers are strategically located within each of the divisions near the likely locations of mass-casualty incidents such as transportation corridors and remote mountain communities. County Fire can also mobilize multiple ALS and BLS ambulances through existing Ambulance Mutual Aid Agreements on file with ICEMA. County Fire recognizes, and prepares for mass-casualty incidents in the event of an act of terrorism, natural disaster, or transportation incident.

F. Arson Investigation Services

County Fire provides Arson Investigation services for all areas served by the County Fire. The County Fire Fires Investigation Bureau has six investigators with at least one supervisor assigned daily. Fire prevention inspectors who are assigned a geographical region may also respond as fire investigator. The assigned investigator along with the back-up investigator covers all investigations after hours. The investigator who performs these duties are armed Peace Officers. Their responsibility is to conduct fire investigations for cause and origin, conduct criminal investigations, assist the local law enforcement agency, and County District Attorney with the prosecution of cases.

County Fire investigators work in conjunction with the San Bernardino County Sheriff Department Arson and Bomb Unit on multi-agency crime scene investigations. The Fire Investigation Unit conducts over 500 investigations annually.

G. Major Disaster Response

County Fire has a proven history of managing major incidents and disasters. Major disaster response usually includes the activation of Incident Management Teams to effectively manage the incident, and to free-up local resources and personnel. Several County Fire personnel on Interagency Management Teams functioning as Incident Commanders, Operation Section Chiefs, Logistics Chiefs, Safety Officers, Division/Group Supervisors, Public Information Officers, GIS Technical Specialists (mapping technicians), and Helicopter Coordinators. County Fire is also a participant in the San Bernardino County Chiefs Incident Management Team. Employees assigned to Incident Command Teams are all NWCG 310-1 Red-Card Certified (National Wildfire Coordinating Group). County Fire also has their own Type III Incident Management Team.

H. Confined-Space Operations

County Fire provides training to all suppression personnel to the Confined Space Awareness level. This level of training allows for basic confined space rescue operations and the establishment of the Incident Command System while awaiting the arrival of technical rescue team members. The majority of County Fire's personnel have obtained a higher level of training comprised of the Confined Space Rescue Operational level. County Fire has the capability of performing complex rescue operations using state-of-the-art rescue equipment. County Fire maintains and operates supplied-air breathing apparatus (SABA), intrinsically safe communications and lighting equipment, tripods for vertical entry and rescue operations, rope rescue systems, and other specialized equipment for complex confined space rescue operations.

3. Fire Prevention

A. Pre-development Planning

County Fire will assign members of the Fire Prevention Planning and Engineering Section to coordinate and participate in the City's development review process. This allows County Fire personnel to convey Fire Code requirements to contractors and developers interested in developing projects within the City. The Fire Prevention Planning and Engineering personnel will also review proposed developments, inspect proposed development sites, meet with City and County Building Officials, Planners and staff to make appropriate recommendations to developers.

B. Plan Submittal Review

The Fire Prevention Planning and Engineering Section will review all residential, commercial, industrial, and manufacturing plans as well as tract maps for compliance with the appropriate fire and building codes as well as our local ordinances and standards. The Prevention personnel will provide written comments to proposed developers and contractors regarding conditions and requirements for their projects and/or proposed developments. The Prevention staff will be available for questions pertaining to the proposed projects or developments.

C. Development Inspection

County Fire will provide site inspections of all developments within the City of San Bernardino requiring such inspections. Fire inspection personnel will coordinate and schedule inspection dates and times with the contractors and developers.

D. Post Occupancy Inspections

Pre-Fire Planning - County Fire will perform pre-fire inspection service assessments. An Engine company will perform these inspections through a coordinated effort with the Fire Prevention Division. Each engine company will be given a geographical area and be required to perform these inspections and generate pre-fire planning diagrams.

Permit Inspection and Permit Issuance - County Fire will provide annual inspections and permit issuance for occupancies as outlined in the California Fire Code and any County or City ordinances.

New Business Review - County Fire will perform new business occupancy inspections upon request from Land Use, Planning and Building and Safety. The expectation would be for Building and Safety to notify County Fire when a new business is being considered for a business license.

E. California Fire and Building Code Administration

County Fire administers the San Bernardino County Fire Code as amended from the California Fire Code as well as State Fire Marshal regulated sections of the California Building Code. A committee was established under the direction of the San Bernardino County Fire Chiefs' Association whose sole responsibility is to monitor changes, code adoptions and prepare staff reports with recommendations to the Fire Marshal for ordinance amendments and for proper interpretation of the San Bernardino County Fire Code.

F. San Bernardino City Fire Code Administration

As part of the annexation process, County Fire would require that related County ordinances and fee schedules would be adopted by the City.

G. Weed Abatement

County Fire performs vegetation risk assessments within its jurisdiction. Property owners are required to abate their property of weeds and vegetation that could create a fire hazard and pose a potential threat to adjacent properties. Property owners are given written notice to abate within a specified time frame to remain in compliance. County Fire will work with City code enforcement to gain voluntary compliance. If voluntary compliance is not obtained, there is an administrative citation process and a property lien process available depending on how compliant the property owner wishes to be. Generally, voluntary compliance has a high success rate in reducing neighborhood fire risk associated with vegetation management.

H. Fire Investigations

County Fire will provide fire investigative services and Fire Code law enforcement twenty-four hours per day in the City. Fire Investigators are sworn Peace Officers and Reserve POST certified investigators. County Fire also participates with the San Bernardino County Arson Task Force (SBCATF) under a cooperative agreement. The SBCATF provides additional investigations services for large scale and difficult to manage investigations without additional costs to jurisdictions.

I. Public Education and Special Events

Public education and special event management will be provided through County Fire's Community Safety Division with trained Fire Prevention Specialists. County Fire's public education programs include education for kindergarten through twelfth grade, the Juvenile Fire Starter Intervention program and customized program delivery for senior citizens.

Special event management incorporates all large venue events such as California Speedway and San Manuel Amphitheater as well as specialized management for individual jurisdictions events. Special Events Unit provides permitting and inspection services for all special events within County Fire's service area.

4. Dispatch/Communications

County Fire will transition the City of San Bernardino to the Confire JPA (CommCenter) Dispatch Center located in Rialto. County Fire will continue the use of the trunked Motorola 800 MHz radio system for all apparatus and staff vehicles and the County 900 MHz paging system. The Confire system also provides Automatic Vehicle Locators (AVL), Mobile Data Computer (MDC), and WiFi hotspots on all units to support the latest generation of Computer Aided Dispatch (CAD) and support. The Confire system dispatches the closest available unit by using the call location and real time AVL information to determine the closest unit. The MDC's provide call details, mapping and pre-plan information. Patient Care Reports are generated on tablet computers that are linked through the WiFi hotspot to the call data.

Confire is also a certified provider of Medical Priority Dispatch System (MPDS). The system is a medically approved, unified system used to dispatch appropriate aid to medical emergencies including systematized caller interrogation and pre-arrival instructions. MPDS starts with the dispatcher asking the caller key questions. These questions allow the dispatchers to categorize the call by chief complaint and set a determinant level ranging from A (minor) to E (immediate life threatening) relating to the severity of the patient's condition. The response then may be altered based on the determinant level. A two person squad may respond to A and B level calls without an engine company. This approach accomplishes two goals, ensuring a response and

evaluation to all 911 calls for service regardless of the status of the ambulance company and keeps the engine companies available and in their areas for the higher level calls. County Fire proposes to serve the City with one squad in the core of the city to run the low severity medical aid calls. The Confire JPA provides the network connectivity for all San Bernardino County Fire Stations to allow for system inter-action of various County Fire programs and management tools.

A. Estimated Average Response Time for Incident Response

Currently the City does not have a set response time goal. A June 2014 report by fire service consulting firm (Citygate) indicated that call to arrival time for 90% of calls was 9:36 minutes in 2013, which was above the time of seven minutes generally considered satisfactory in an urban setting. In particular call handling time of 2:31 and turnout time of 2:11 were significantly above industry standards.

County Fire's goal is to meet the National Fire Protection Association (NFPA) 1710 recommendations for the arrival of the first unit in five minutes and the first alarm in eight minutes but only meets this in some urban areas. Ninety percent of County Fire's calls are processed and dispatched in less than two minutes and eighteen seconds. Due to improvements in call processing time and as a result of utilizing County Fire Station 75, response times are expected to be at least be equal to current levels.

B. Existing Dispatch Equipment

The following dispatch equipment from the City Dispatch Center will be transferred to County Fire (Confire JPA) for continued used in dispatching and alerting units.

Item	Serial #	Location	Notes
Dell T3500 CPU	4B72FQ1	FD01 area	
Dell 2408WFP monitor	MX-OG283H•74262-891-234S	FD01 area	
Dell 2408WFP monitor	MX-OG283H7• 4262-891-103S	FD01 area	
Viewsonic VG930M-3 monitor	QC2101620855	FD01 area	
HP LaserJet Pro 300 Color MMP printer	CND8FCC8RY	FD01 area	
Dell Precision E221hB	6MH6YR1	FD01 area	First in alerting client
HP DC 5000 MP CPU	2UB440020V	FD03 area	Internet PC
Acer 245HQ Monitor	20902875543	FD03 area	
Dell GX 270	F615341	FD01 area	Internet PC
First-IN keypad (Modell# FRIC-AU)	849817	FD01 area	
XTS 5000	721CLK0848	FD01 area	
Spectra (S45ZXA5JC7AK)	581AUA3125	FD01 area	
Dell T3500 CPU	4B71FQ1	FD02area	
Dell 2408WFP monitor	MX•OGM504-74262-7AJ-2CES	FD02 area	

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Dell 2408WFP monitor	MX-OGM504-46634-79H-1HFS	FD02 area	
HP RA373A monitor		FD02 area	
First-IN keypad (Model# FRIC•AU)	849819	FD02 area	
XTS 5000	721CLK0849	FD02 area	
Spectra (S45ZXASJC7AK)	581HRE0185	FD02 area	
Del T3500 CPU	4B63FQ1	FD03 area	
Dell 2408WFP monitor	MX•OGM504-74262 7AK ITIS	FD03 area	
Dell 2408WFP monitor	MX-OGM504-74262-B7A•2AAS	FD03 area	
HP RA373A monitor	CNN84500SQ	FD03 area	
First-IN keypad (Model# FRIC•AU)	849818	FD03 area	
XTS 5000	721CLK0847	FD03 area	
Spectra (S45ZXASJC7AK)	581AUA2573	FD03 area	
Dell T3500 CPU	GBG8PS1	Supervisor	
Acer 245HQ monitor	20902874743	Supervisor	
First-IN RIC (Model# QRIC-04-A-DT)	849845	Server Room	Radio interface controller
Dell Poweredge R710	JV7TBP1	Server Room	First in alerting server

Other notes: Each dispatch station has county radio console equipment, which is leased from the county. Each console has a Centercom Gold Series and Zetron 3022.

5. Administration

A. Liaison to the City

The Fire Chief of the San Bernardino County Fire Protection District will assign a Division Chief as the Fire Chief for the City of San Bernardino. The Division Chief shall act as liaison to the City regarding fire protection issues. If the City is required to maintain a Fire Chief, then the Mayor of the City of San Bernardino shall appoint such Fire Chief, subject to the approval of the City's Common Council, and the County Division Chief shall continue to be the liaison between County Fire and the City.

B. Meeting Attendance

The assigned Division Chief will attend all meetings as requested by the City. S/he will also attend Common Council meetings as the City Fire Chief or County Fire Division Chief and make appropriate reports on the activities of County Fire.

C. Reports and Records

County Fire maintains a variety of records that are typically maintained by fire departments. These records include emergency responses, company inspections, facility

and equipment safety inspections, equipment repairs, employee time reports, etc. Quarterly staff reports, review and adoption of related codes, and other related reports requested by the City and/or City Manager will be provided in a reasonable time-frame that is mutually agreed upon by both parties.

D. Fire Complaints and Public Information

County Fire understands the need for positive, engaged community relationships, which is a major value for the County Fire organization. The values cited in County Fire's Mission Statement would be applied equally in the City of San Bernardino. Information requested through the Public Information Act is readily available through our division headquarters or fire department administrative headquarters. County Fire has an established fee schedule and members of the public wishing copies of documents are subject to the appropriate fees.

E. City of San Bernardino Identity

County Fire will work with the City Manager or his/her designee to maintain the history and identity of the San Bernardino City Fire Department as much as possible. This would include equipment identification, fire station signage, reports and records. County Fire's customer service philosophy is focused on meeting the needs of the customer in the shortest reasonable timeframe, without numerous referrals or transfers to other departmental agencies, and mostly being courteous, polite, and helpful in every manner.

F. Financial Management

County Fire will provide the City of San Bernardino financial reports whenever requested. County Fire will also work with the City to provide these reports in an acceptable format and include any reasonably obtainable information. County Fire shall maintain a separate accounting of all FP-5 funds generated and spent within the City of San Bernardino.

6. Facilities and Equipment

A. Buildings

All listed buildings and property of the San Bernardino City Fire Department would become property of County Fire following completion of the reorganization. This includes all City Fire property in each facility. For those properties transferred, County Fire will then be responsible for all future maintenance, repairs and replacement. All Quit Claim Deeds shall be prepared by the City Managers Office and ready for filing on the date of reorganization.

B. Equipment

Upon the occurrence of the reorganization the real property locations listed on Exhibit "A" ("Transferred Facilities and Vehicles") attached hereto and incorporated by reference (the "Transferred Facilities"), and the vehicles listed on Exhibit "B" (the "Transferred Vehicles"), together with all the fixtures and furnishings of the Premises, together with all firefighting equipment and apparatus used in connection with the Facilities and Vehicles, and all property, furniture, fixtures, materials, and equipment necessary or convenient to service, maintain, repair, provision or replace the Vehicles and the Premises, and any and all property, furnishings and equipment, real or personal, previously furnished by CITY for Office of Emergency Services, fire prevention services, fire protection and ALS/Paramedic services, for the purpose of performing the activities and fulfilling the responsibilities of County Fire shall become property of County Fire. County Fire shall be responsible for all future maintenance, repairs and replacement of vehicles, equipment, and facilities in the City of San Bernardino. The City Managers Office shall prepare all Title Transfer Documents for the Vehicles listed in Exhibit "A" and present them to County Fire by the reorganization date.

7. Miscellaneous

A. Assumption of Existing Personnel

1. Suppression Personnel. County Fire agrees to offer employment to all City Suppression Personnel to the extent that each of such Suppression Personnel successfully passes, in the sole determination of County Fire, the background check, including review of their City of San Bernardino personnel file, training records and applicable certificates, pre-employment physical, and drug test required by County Fire. Such Suppression Personnel will be hired as new County Fire employees for all purposes except those set forth below. Failure to pass the required background check/pre-employment physical or drug test shall disqualify a person from employment with County Fire.
2. Seniority of Suppression Personnel. County Fire agrees to maintain employee's City service dates for the following purposes, only: (i) County Fire's retirement contribution, with the rate to be determined by San Bernardino County Employees Retirement Association ("SBCERA"), recognizing that the reciprocal retirement contribution rate only applies if the employee does not elect retirement from City's retirement plan and takes all actions necessary to establish reciprocity; (ii) participation in the Retiree Medical Trust Fund; and (iii) vacation accrual rate.
3. Hiring of City Non-Suppression Personnel. Offers of employment to City non-suppression personnel with County Fire will be based on each person's

experience, qualifications and certifications. The number of non-suppression personnel offered employment with County Fire will be determined by the qualifications of the employees and the availability of positions within County Fire as of the date of reorganization. Any Non-Suppression Personnel offered employment by County Fire will be required to successfully pass, in the sole determination of County Fire, a background check including a review of their City of San Bernardino personnel file, training certificates and records, pre-employment physical, and drug test as required by County Fire. Failure to pass the required background check/pre-employment physical or drug test shall disqualify a person from employment with County Fire. All City Non-Suppression Personnel will be hired as new County Fire employees for all purposes except the following: (i) The County's miscellaneous employee retirement contribution rate as determined by the San Bernardino County Employees Retirement Association (SBCERA), recognizing that the reciprocal retirement contribution rate only applies if the employee does not elect retirement from City's retirement plan and takes all actions necessary to establish reciprocity; (ii) vacation accrual rate; (iii) participation in the Retirement Medical Trust; (iv) sick leave conversion eligibility. All Non-Suppression Personnel that are on probation at the time of employment with County Fire will be required to serve a twelve (12) month probationary period with County Fire. All City employees hired by County Fire will be eligible to compete for future promotional opportunities with County Fire as soon as they are eligible to do so. Time employed by the City will be counted for promotions within County Fire requiring a minimum amount of time with County Fire or achievement of a certain rank or position.

4. Vacation/Sick Leave. On or before the completion of the reorganization, City may remit to County Fire the cash value of up to 96 hours of vacation leave and up to 96 hours of sick leave, to the extent owing, of each hired employee's City's leave balances at the rate of pay the employee will be receiving at County Fire for purchase of leave balances for the hired employees (the "Vacation/Sick Leave Advance"). County Fire will have no responsibility for determining the appropriate number of hours to be purchased by City for employees hired by County Fire. Except to the extent covered by the Vacation/Sick Leave Advance, City will retain all liability for employee leave balances and related matters. City will similarly retain all liability for pre-existing medical conditions due to occupational injuries for all City employees hired by County Fire.
5. Unfunded Retirement Plan Liability. City will retain all liability for any unfunded retirement plan liability as of the annexation date for all City employees hired by County Fire. City will retain all liability for any promised retirement benefits, such as health insurance maintenance or payment.

County Fire does not accept any liability regarding City employees that arises from City employment up through the reorganization date.

6. Positions with County Fire. Notwithstanding any provision to the contrary in the Personnel Rules for Board Governed Special Districts to which County Fire is subject, all Suppression Personnel and other City employees that are offered employment by County Fire upon or shortly after the annexation date will be offered comparable positions with County Fire at a base salary (without incentive) and step, as effective March 1, 2016, that is closest in pay to the City fire department position salary for that position, except in circumstances where City salary is higher than County Fire's top step for the position offered, in which case County Fire's top step will be applicable. Suppression Personnel hired by County Fire will be offered employment in positions as determined by County Fire. Management Suppression Personnel that are offered employment will be placed at the salary rate of a top step Captain with County Fire. Within thirty (30) days of employment with County Fire, all City Fire Management will be eligible to test for Chief Officer County Fire positions created through the annexation of the City of San Bernardino. All City Fire Management personnel successfully passing the testing process shall be placed on a promotional list that will be created on or about September 1, 2016. Such list shall be effective one (1) year from its creation or until there are no employees on the list, whichever occurs first. No hired Suppression Personnel will be placed at a salary level above a County Fire top step Captain. All Suppression Personnel that are on probation at the time of employment with County Fire shall serve a twelve (12) month probationary period with County Fire. All City employees hired by County Fire will be assigned to the retirement system associated with County Fire's classifications, and will be eligible to compete for future promotional opportunities with County Fire as soon as they are eligible to do so. Time employed by the City fire department and the rank with the City fire department will be counted for promotions within County Fire requiring a minimum amount of time with County Fire or achievement of a certain rank within County Fire.
7. Maintenance of Certifications. City Personnel hired by County Fire will be required to maintain all appropriate licenses, certifications and registrations for the position they are assigned.

The City and County will work together to make the transition as smooth as possible. The County will provide an orientation for City employees during the transition to cover options for City employees. The County will provide staff from the County's retirement system (SBCERA) to give City employees their options regarding the retirement system. The City has and will continue

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to meet and confer with the appropriate labor organizations representing both suppression and non-suppression personnel regarding the implementation of the above terms and consistent with applicable time-lines necessary to the annexation proceedings.

Employee Transition Plan:

City Job Classification	Number of City Positions	County Job Classification	Number of County Fire Positions
Suppression Staff			
Fire Chief	1	Fire Captain	1
Deputy Fire Chief	1	Fire Captain	1
Battalion Chief	6	Fire Captain	6
Fire Captain	37	Fire Captain	37
Captain/Investigator	1	Fire Captain	1
Fire Engineer	30	Fire Engineer	30
Firefighter/Paramedic	36	Fighter/Paramedic	36
SUPPRESSION TOTALS	112		112
Office Staff			
Administrative Analyst II	1	Staff Analyst I, II or Budget Officer	1
Executive Assistant to Director	1	Office Assistant II or III	1
Senior Admin. Assistant	3	OA I, II, Payroll Clerk, Fiscal Asst	3
OFFICE STAFF TOTALS	5		5

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Training Staff			
EMS Coordinator RN	1	EMS Nurse Educator	1
TRAINING TOTALS	1		1
Dispatch			
Dispatch Supervisor	3	Dispatcher	3
Dispatcher II	8	Dispatcher	8
Dispatcher I (Flex)	1	Dispatcher	1
DISPATCH TOTALS	12		12
Fleet Services			
Equipment Maintenance Sup.	1	Fire Mechanic	1
Mechanic II	2	Fire Mechanic	3
Mechanic I (Flex)	1	Fire Mechanic or County Mechanic	0
Senior Warehouse Driver	1	Fire Equipment Tech	1
FLEET TOTALS	5		5
Fire Prevention			
Fire Marshal	1	Fire Prevention Supervisor or FPS	1

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Fire Risk Reduction Supervisor	1	Fire Prevention Officer or Fire Prevention Specialist	1
Fire Prevention Officer	4	Fire Prevention Officer or Fire Prevention Specialist	4
PREVENTION TOTALS	6		6

The County Fire positions listed in red will require review of the City employees' qualifications and experience to ensure the employees meet the minimum requirements for the County position and determine what position can be offered.

B. Workers Compensation Insurance

Workers compensation will be provided by County Fire in accordance with State law and its own policies and requirements. The City will have no responsibility for workers compensation expenses or administration after the date of annexation. Legacy workers' compensation costs will remain with the City. The City shall have provided County Fire and LAFCO with documentation evidencing, to the reasonable satisfaction of County Fire and LAFCO, that City has obtained or will obtain by the completion of the reorganization adequate worker compensation tail insurance covering all workers compensation claims of all City suppression personnel and other City employees to be hired by County Fire incurred before the annexation date.

C. Vehicle and Liability Insurance

Vehicle ownership along with vehicle liability insurance would be transferred to County Fire. The City will have no responsibility for vehicles or equipment expenses or administration after the date of annexation.

D. Subcontractors

County Fire does not intend to subcontract any portion of the service described herein.

E. Litigation

The disposition and impact of any litigation filed prior to the completion of the reorganization with City of San Bernardino fire department employees (individual or any collective bargaining group) will be the responsibility of the City of San Bernardino. If the reorganization is not completed because of any litigation the operation of the City Fire Department will continue with the City until the litigation is resolved and the reorganization is completed. The City and the San Bernardino City Professional

Firefighters' Union are currently in settlement discussions regarding administrative claims and lawsuits filed separately or in connection with the City's Bankruptcy Court proceedings.

F. Legacy Costs

All existing liabilities and legacy costs including but not limited to Workers Compensation, Retirement System unfunded liability, and existing leave balances shall remain with the City. The County shall only be liable for costs incurred after the reorganization date.

G. CFD Transfer

The north end Community Facilities District (CFD-1033) shall be transferred to the San Bernardino County Fire District through LAFCO pursuant to Government Code Section 56886(u). This funding shall continue to be used for the ongoing maintenance and operation of the Verdemon fire station.

H. City Contract with San Manual Fire

The City of San Bernardino has a contract with the San Manuel Band of Mission Indians to provide dispatching, mechanic, reserve units, fire prevention services, and automatic aid as needed. This contract expires June 30, 2017 and was prepaid by San Manuel. The remaining cash value of the contract for service between July 1, 2016 (reorganization date) and June 30, 2017 is \$86,333. This amount shall be paid to the County Fire District by the City of San Bernardino by the reorganization date and the County Fire District shall provide the services specified by the contract for the remainder of the contract term. The County Fire District has the full ability to provide the outlined services to the San Manuel Fire Department that were provided by San Bernardino City. At the conclusion of the existing contract the County Fire District intends to enter into a new contract with San Manuel Fire if they elect to continue the partnership with the District.

I. ARFF JPA

The County Fire District will continue the Aircraft Rescue and Firefighting joint Powers Authority that exists between Crafton Hills College, San Bernardino County Fire District, and the City of San Bernardino. This JPA operates the ARFF training facility at San Bernardino International Airport.

J. City Contract with County Fire

County Fire currently contracts with the City of San Bernardino to provide fire, rescue, and EMS services to several County pockets within the City. County Fire pays the City approximately \$487,000 per year to provide this service. Upon the reorganization these funds will stay in the Valley Service Zone to support the increased call volume and cost for County Station 75 in Muscoy and County Station 2 in Devore as they support operations within the City of San Bernardino.

8. Staffing Plan

The City's Common Council chose and approved the submitted staffing model on August 24, 2015.

A. Facilities and Equipment

County Fire will take ownership of all listed facilities and vehicles upon completion of the annexation.

B. Equipment and Station Replacement Fund

County Fire would establish a capital replacement program for the replacement of City equipment and remodeling or replacement of stations as needed. County Fire proposes the vehicle replacement program be based on an age replacement schedule. Some vehicles may need replacement sooner while others may be extended depending on the usage of the vehicle. Any replacement schedule will need to meet County Fire's available funding and replacement policies. County Fire recommends the following vehicle and apparatus replacement schedule:

Table 2. Proposed City Vehicle Apparatus and Replacement Schedule

• Engine	20 years (10 to 12 years frontline/8 to 10 years reserve)
• Ladder Truck	20 years (10 to 12 years frontline/8 to 10 years reserve)
• Water Tender	20 years
• Brush Engine	20 years
• Squad	7 years (5 years frontline/2 years reserve)
• Staff Vehicle	7 years
• Command Vehicle	7 years (5 years frontline/2 years reserve)

County Fire will establish a Capital Replacement Fund starting at \$1,839,330 with the annexation in fiscal 2016/17 and increasing at 2% per year thereafter. The formula is based on the above replacement schedule and the following vehicles and stations.

Type	Number	Annual Reserve
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Engine	10	630,697
Truck	2	221,340
Squad	1	34,355
Air/Light	1	11,985
Command	4	47,793
Brush Engine	5	153,677
Prevention Supervisor	2	7,344
Prevention	4	11,424
Utility	1	4,675
Generator	2	2,040
Station Replacement	10	714,000
Total		1,839,330

C. Service Level

County Fire believes this service model best meets the City's need to provide a level of service adequate for cities of comparable size, area, and demographics. County Station 75 (Muscoy) is integral to this service model. The ten identified fire stations would be staffed daily with 38 full-time employees as shown in the table below. Each unit would provide Advanced Life Support services and the fire stations will be supervised by a Battalion Chief who will be on-duty twenty-four hours per day, seven days per week and respond to all incidents requiring a Chief Officer. County Fire Station 75 would cover the current area served by Station 223. A future goal would be to add an additional squad to run the high volume of low priority medical aids in the core of the

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City. This plan would use the Priority Dispatch Program to reduce the call volume for the engine companies and keep them available in their areas for major emergencies.

The annual estimated operating cost for fiscal 2016/17 excluding one-time start-up costs is \$31,411,666.

Table 3. Service and Staffing Plan

Position	#	Annual Operating Cost
Division Chief	0.93	277,958
Battalion Chief	2.80	752,536
Captain	36.00	7,717,896
Engineer	36.00	6,713,820
Firefighter/PM	39.00	6,423,846
Firefighter	3.00	453,021
Deputy Fire Marshal	1.00	231,659
Fire Prevention Supervisor	1.00	144,546
Fire Prevention Specialist	2.00	245,098
Fire Prevention Officer / Arson	1.00	191,805
Fire Prevention Officer	3.00	316,824
Fire Prevention OA II	1.00	60,440
Office Assistant III	0.93	56,400
Staff Analyst I	0.93	86,796
Total Personnel Costs	128.58	23,672,645
Station Expenses		2,143,275
Service/Supplies/Dispatch/MIS		2,534,749
Overhead/Support		1,221,667
Total Operating Expenses		5,954,691
Capital Improvement Fund		1,839,330
Total Personnel and Operating		\$31,411,666

Daily Staffing configuration:

Station 221 – Engine, Truck (CAP, ENG, FF/PM + CAP, ENG, FF/PM)

Station 222 – Engine (CAP, ENG, FF/PM)

Station 223 - **CLOSED**

Station 224- Engine, Truck (CAP, ENG, FF/PM + CAP, ENG, FF/PM)

Station 225 – Engine (CAP, ENG, FF/PM)

Station 226 – Engine, Squad (CAP, ENG, FF/PM + FF/PM, FF)

Station 227 – Engine (CAP, ENG, FF/PM)

Station 228- Engine (CAP, ENG, and FF/PM)

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Station 229- Engine (CAP, ENG, and FF/PM)

Station 230 - **CLOSED**

Station 231 – Engine (CAP, ENG, FF/PM)

Station 232 – Engine (CAP, ENG, FF/PM)

Exhibit A

Transferred Facilities and Vehicles

Facilities

- Station 221 - 200 E. 3rd Street (APN 0135-181-63-0000)
- Station 222 - 1201 W. 9th Street (APN 0139-241-07-0000)
- Station 224 - 2641 N. E Street (APN 0149-161-17-0000)
- Station 225 - 1640 W. Kendall Drive (APN 0266-601-03-0000)
- Station 226 - 1920 N. Del Rosa Avenue (APN 0273-011-22-0000)
- Station 227 - 282 W 40th Street (APN 0154-211-17-0000)
- Station 228 - 3398 E. Highland Avenue (APN 0285-191-05-0000)
- Station 229 - 202 N. Meridian Avenue APN 0142-051-13-0000)
- Station 231 - 450 E. Vanderbilt Drive (APN 0281-341-09-0000)
- Station 232 - 6065 Palm Avenue (APN 0261-191-06-0000)
- Fleet Facility – 120 S. D Street (APN 0136-122-89-0000 & 0136-122-90-0000)

Station 223 (2121 Medical Center Drive) and station 230 (502 S. Arrowhead) will not be transferred to County Fire.

VEHICLES

ID	YR	MAKE/MODEL	LICENSE	TITLE/CALL SIGN
AL-1	2002	PIERCE/SABER	1113897	AIR/LIGHT 221
BC-5	2002	CHEVY TAHOE	1113872	EMS Coord
BC-6	2002	CHEVY TAHOE	1136817	Res
BC-7	2007	CHEVY TAHOE	1245232	C-600
BC-8	2007	CHEVY TAHOE	1256945	DC-601
BC-9	2007	CHEVY TAHOE	1270315	BC-605
BC-10	2007	CHEVY TAHOE	1272826	BC-603
BC-11	2007	CHEVY TAHOE	1272827	BC-604
BC-12	2007	CHEVY TAHOE	1272828	BC-602
BE-1	2000	INTERNATIONAL	1041396	BE-225
BE-2	2000	INTERNATIONAL	1041397	BE-228
BE-3	2000	INTERNATIONAL	1041398	BE-232
BE-4	2002	INTERNATIONAL	1113898	BE-226

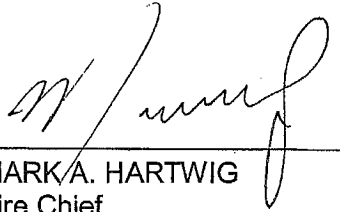
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BE-5	2002	INTERNATIONAL	1113896	BE-227
FL-2	1999	CAT	1351160	FORKLIFT
G-1	2009	WHITEMAN	1413441	SBIA
G-2	2012	WHITEMAN	948867	SHOP
G-3		DAYTON	N/A	SBIA
HM-2	2000	PIERCE/SABER	1041399	HM-231
HM-3	2004	SPORT TRAILER	1176878	HM-231 TRAILER
HR-1	2002	PIERCE/SABER	1113899	HR-221
HR-2	2005	WELLS TRAILER	1202588	HR-221 TRAILER
MC-1	2011	MOTOR HOME	1353921	DISASTER PREP
ME-9	1999	PIERCE/DASH	1012639	RESERVE
ME-10	1999	PIERCE/DASH	1031234	RESERVE
ME-11	1999	PIERCE/DASH	1012638	RESERVE
ME-12	1999	PIERCE/DASH	1012637	RESERVE
ME-13	1999	PIERCE/DASH	1012641	RESERVE
ME-14	1999	PIERCE/DASH	1012642	RESERVE
ME-15	1999	PIERCE/DASH	1012643	RESERVE
ME-16	2000	PIERCE/DASH	1057355	ME-225
ME-17	2000	PIERCE/DASH	1057356	ME-227
ME-18	2000	PIERCE/DASH	1057357	ME-229
ME-19	2000	PIERCE/DASH	1057358	RESERVE
ME-20	2004	PIERCE/DASH	1149085	ME-232
ME-21	2008	PEIRCE/ARROW	1202931	ME-221
ME-22	2008	PEIRCE/ARROW	1202887	ME-222
ME-23	2008	PEIRCE/ARROW	1202889	RESERVE
ME-24	2008	PEIRCE/ARROW	1202888	ME-224
ME-25	2008	PEIRCE/ARROW	1202938	ME-231
ME-26	2008	PEIRCE/ARROW	1202940	ME-226
ME-27	2008	PEIRCE/ARROW	1202939	ME-228
RS-3	2003	CHEVY/PU	1169593	REPAIR
SQ-1	2008	FORD/F-450	1302512	MS
SQ-2	2011	FORD/F-450	1358360	MS
SS-18	2000	FORD/RANGER	1063863	PARTS
SS-20	2001	FORD/CROWN VIC	1288188	EQUIP. SUPER
SS-22	2001	FORD/F-250	1081865	DELEVERY
SS-23	2001	FORD/CROWN VIC	1119818	POOL
SS-24	2001	FORD/CROWN VIC	1119819	POOL
SS-25	2001	FORD/CROWN VIC	1119820	POOL
SS-26	2001	FORD/CROWN VIC	1119821	ADMIN
SS-27	2001	FORD/TAURUS	116308	POOL

City of San Bernardino Annexation into the San Bernardino County Fire Protection District - Plan of Service

SS-28	2002	CHEVY/S-10	1120978	PREVENTION
SS-29	2002	CHEVY/S-10	120977	PREVENTION
SS-30	2002	FORD/TAURUS	1132592	PREVENTION
SS-32	2002	FORD/TAURUS	1147946	PREVENTION
SS-34	2005	CHEVY/EQUINOX	1209227	PREVENTION
SS-35	2005	CHEVY/EQUINOX	1209223	PREVENTION
SS-36	2005	CHEVY/EQUINOX	1209228	PREVENTION
SS-37	2005	CHEVY/EQUINOX	1209229	PREVENTION
SS-38	2005	CHEVY/EQUINOX	1209224	PREVENTION
SS-41	2002	CHEVY/TAHOE	5XSM564	INVESTIGATIONS
SS-42	2005	FORD/F-150	8M17730	INVESTIGATIONS
SS-43	2006	FORD/CROWN VIC	1225383	SWAT - MEDICS
SS-44	2001	DODGE/RAM 2500	1202944	ARSON
SS-46	2006	TOTOTA/4 RUNNER	6WGR290	INVESTIGATIONS
SS-47	1988	FORD/PU	J4409	ATF (LOAN)
T-2	1993	SEAGRAVE	374833	RESERVE
T-3	1999	PIERCE/DASH	1012640	RESERVE
T-4	2008	PIERCE/ARROW	1202891	T-224
T-5	2008	PIERCE/ARROW	1202892	T-221
UT-1	2007	AZTEX/TRAILER	1202924	TRTRAILER 225
UT-2	2007	AZTEX/TRAILER	1202925	TRAILER 231
UT-3	2007	SPORT TRAILER	1234354	EXPLORER TRAILER
UT-4	2007	SPORT TRAILER	1234355	HONOR GD TRAILER
UT-5	2007	SCOTTY SAFETY	1234362	PUB ED TRAILER
UT-6	2008	FORD/F-450	1312634	STAKE BED
UT-7	2011	SPORT TRAILER	1361387	CERT TRAILER
UT-8	2011	SPORT TRAILER	1361388	CERT TRAILER
UT-9	2011	SPORT TRAILER	1361389	CERT TRAILER
UT-10	2011	SPORT TRAILER	1361390	CERT TRAILER
UT-11	2011	SPORT TRAILER	1361391	CERT TRAILER
UV-1	2007	KAWASAKI/MULE	N/A	MULE 231
UV-2	2007	KAWASAKI/MULE	N/A	MULE 225

- **P-2 1948 SEAGRAVE 126921 (parade vehicle) to remain as property of CITY.**


 MARK A. HARTWIG
 Fire Chief
 San Bernardino County Fire District

12-16-2015
 Date

RECEIVED
DEC 16 2015

LAFCO

San Bernardino County

Expenditures:

Inflation Rate

Staffing:

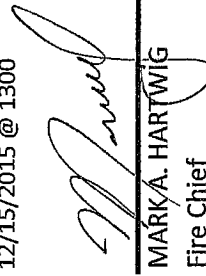
	Number of Positions	FY 2015/16 City Budget	2016/17 Forecast Per Position	FY 2016/17 Forecast	FY 2017/18 Forecast	FY 2018/19 Forecast	FY 2019/20 Forecast	FY 2020/21 Forecast
Suppression				5.0%	2.0%	2.0%	3.0%	3.0%
Division Chief	0.93		298,880	277,958	283,517	289,187	297,863	306,799
Battalion Chief	2.79		269,726	752,536	767,587	782,939	806,427	830,620
Captain	36		214,386	7,717,896	7,872,254	8,029,699	8,270,590	8,518,708
Engineer	36		186,495	6,713,820	6,848,096	6,985,058	7,194,610	7,410,448
Firefighter / Paramedic	39		164,714	6,423,846	6,552,323	6,683,369	6,883,870	7,090,386
Firefighter	3		151,007	453,021	462,081	471,323	485,463	500,027
Fire Prevention								
Deputy Fire Marshal	1		231,659	231,659	236,292	241,018	248,249	255,696
Fire Prevention Supervisor	1		144,546	144,546	147,437	150,386	154,898	159,545
Fire Prevention Specialist	2		122,549	245,098	250,000	255,000	262,650	270,530
Fire Prevention Officer / Arson	1		191,805	191,805	195,641	199,554	205,541	211,707
Fire Prevention Officer	3		105,608	316,824	323,160	329,623	339,512	349,697
Fire Prevention Office Assistant II	1		60,440	60,440	61,649	62,882	64,768	66,711
Non-Suppression								
Staff Analyst I	0.93		93,329	86,796	88,532	90,303	93,012	95,802
Office Assistant III	0.93		60,645	56,400	57,528	58,679	60,439	62,252
TOTAL SALARIES AND BENEFITS	128.58	26,319,709		23,672,645	24,146,097	24,629,020	25,367,892	26,128,928
Operating Expenses				2.0%	2.0%	2.0%	2.0%	2.0%
Services and Supplies / Dispatch / MIS		3,058,063		2,534,749	2,585,444	2,637,153	2,689,896	2,743,694
Station Expenses		825,752		2,143,275	2,186,141	2,229,863	2,274,461	2,319,950
Overhead and Support (11)		1,108,018		1,221,667	1,246,100	1,271,022	1,296,443	1,322,372
TOTAL OPERATING EXPENSES		4,991,833		5,899,691	6,017,685	6,138,039	6,260,799	6,386,015
CAPITAL IMPROVEMENT FUND (8)		18,221		1,839,330	1,876,117	1,913,639	1,951,912	1,990,950

[illegible]

Fund Balance	637,340	1,278,217	1,924,924	2,333,575	2,494,383
City Retained Costs					
One Time County Fire Startup Costs (13)	311,471				
iBank Debt (12)	0	0	0	0	0
San Manual Contract (10)	86,333	0	0	0	0
Unfunded Pension Liability	2,367,442	2,367,442	2,367,442	2,367,442	2,367,442
Fleet Facility Lease / Purchase (7)	55,000	55,000	55,000	55,000	1,072,500
Total City Retained Costs	2,820,246	2,422,442	2,422,442	2,422,442	3,439,942

- 1 Fee for Providing Liscensed Health Care (Average last 5 years)
- 2 Service Fees (Average last 7 years) (City # includes Prevention)
- 3 Strike Team, Airport, and other Reimbursements (3 Year Average)
- 4 Based on our analyses of current services and our fees
- 5 Based on 53,180 taxable parcels @148.23 (Fy 2016/17 rate) with 94% collection
- 6 3% per year growth through 2019/20 then 2%
- 7 Final Payment of \$1,072,500 due in 2020 (City shall Lease facility to County Fire for \$1.00 untill paid off then Quit Claim to County)
- 8 Vehicle / Station Replacement and Major CIP Projects
- 9 Based on 2015/16 Assessed amount of 871,217 @ 94% collection + 2% for FY 2016/17
- 10 Contract Expires 6/30/2017 (Final Payment will be made by City to County Fire)
- 11 FPD Administration Amount
- 12 City shall pay off prior to Reorganization
- 13 Costs to convert dispatch, networks, equipment to County Fire, Make vehicles meet County Standards, Inspect repair items noted in station inspections by First Safety

12/15/2015 @ 1300


 MARK A. HARTWIG
 Fire Chief

San Bernardino County Fire District

17-16-2015

Date

12/15/2015

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DEC 16 2015



San Bernardino City Action Plan

Project Team Leader: Chief Hartwig

Project Team: Trapp, Horton, Vargas, Sutera, Bell, Jordan, Pacot, Felgar, Antonucci, Green, Golden, Robbins, Overton

INFORMATION ITEM		CATEGORY/SCOPE OF WORK DESCRIPTION		ASSIGNED	DUE DATES
I. PERSONNEL		Done			
NOTE: Employees coming over with less than one year will be on probation.	Handout: Welcome Letter, Application, Background Questionair		Vargas	April 11, 2016	
	Obtain Seniority List of Employees		Trapp	March 14, 2016	
	Job Offer Letters		Vargas	April 11, 2016	
	Live Scan		Vargas	April 12 to April 29, 2016	
	Physicals To Be Conducted		Vargas	April 25 to May 27, 2016	
	List of Salaries		Vargas	March 14, 2016	
	Application and Background Packet Submissions		Vargas	April 20, 2016	
	Non-Probationary Backgrounds		Vargas/Trapp/Grigoli	May 6, 2016	
	Probationary Backgrounds		Vargas/Trapp/Grigoli	May 13, 2016	
	Review Physicals Failures		Vargas/Trapp	June 10, 2016	
	Orientation		Vargas/Trapp	June 20 to 24, 2016	
	Workers Comp/Sick Leave & Vacation Banks		Vargas	June 22, 2016	
	Transfer Meeting		Trapp/Grigoli	May 23, 2016	
	Recruitment for OAI, Staff Analyst I, Dispatcher, Mechanic, etc.		Vargas/Trapp	June 10, 2016	
II. AGREEMENTS NEEDED		Done			
SMI, ARFF JPA, etc.	Draft Agreements		Trapp/Green/Sutera	April 22, 2016	
	Send Draft Agreement to County Counsel & Risk Management		Suerta	April 22, 2016	
	Board Item and Agreement Submitted to CAO		Trapp/Suerta	May 2, 2016	
	Board Item and Agreement to Go Before Board of Supervisors		Suerta	May 24, 2016	
III. FACILITY/EQUIPMENT EVALUATION		Done			
	Inventory Homeland Security Grant Equipment		Antonucci	May 20, 2016	
	Facility Inventory		Jordan/Bell/Robbins	May 20, 2016	
	Facility Safety Inspection		Jordan/Golden	May 20, 2016	
	Fueling Stations		Jordan/Fleet	May 20, 2016	
	Equipment Inventory		Jordan/Rand	May 20, 2016	
	Equipment Safety Inspection		Jordan/Rand	May 20, 2016	
	Permittee on Fueling Stations		Jordan/Fleet	June 17, 2016	
	Permittee on Air Compressors		Jordan	June 17, 2016	
	Cell Phones for BCs, and DC		Jordan	June 17, 2016	
	Set up Uniform Allowance		Pacot	June 17, 2016	
	Order Badges, Helmets, Pagers, Voyager Card, CalCards, etc.		Jordan/Pacot	June 17, 2016	
	Upgrading radio plates, locking compartments, mounting suction units		Jordan	June 24, 2016	

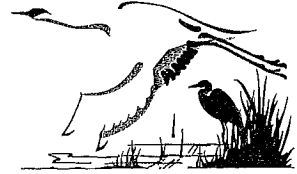
12/15/2015

INFORMATION ITEM		CATEGORY/SCOPE OF WORK DESCRIPTION		ASSIGNED	DUE DATES
IV. DISPATCH/COMMUNICATION/IS					
	Done	Computer Networking & Setup Email Accounts		Bell/Robbins	June 17, 2016
		Telestaff		Bell/Robbins	June 17, 2016
		Image Trend Reports		Bell/Robbins	June 17, 2016
		Radio Plan		Bell	May 2, 2016
V. ADMINISTRATION					
	Done	Financial Management			
		Operations Set Up		Trapp/Pacot DC	June 17, 2016 June 17, 2016
VI. TRAINING					
NOTE: Employees to bring copy of certificates/red cards to orientation	Done	Matrix of Certifications		Felgar	June 17, 2016
		Setup Training Files / Target Solutions		Felgar	June 17, 2016
		Icema Inspection (ALS/BLS)		Overton	June 24, 2016
		Curriculum		Felgar	June 24, 2016
VII. ONE TIME START-UP COST					
	Done	Radio / Pagers		Jordan	June 24, 2016
		Breathing Apparatus		Jordan	June 24, 2016
		Mask / Fit Testing		Jordan	June 24, 2016
		Acrylic Cover for City Badges		Jordan	July 29, 2016
		BC Vehicles - Set up & Equipment		Jordan/Rand	June 24, 2016

**Letter from Commission Environmental
Consultant Tom Dodson of Tom Dodson
and Associates Dated January 10, 2016**

Attachment 9

TOM DODSON & ASSOCIATES
2150 N. ARROWHEAD AVENUE
SAN BERNARDINO, CA 92405
TEL (909) 882-3612 • FAX (909) 882-7015
E-MAIL tda@tdaenv.com



January 10, 2016

RECEIVED
JAN 19 2016

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

LAFCO
San Bernardino County

Dear Kathy:

LAFCO 3197 consists of a Sphere of Influence (SOI) Amendment for the San Bernardino County Fire Protection District to incorporate the City of San Bernardino area. LAFCO 3198 consists of a proposal initiated by the City of San Bernardino to reorganize and annex into the San Bernardino County Fire Protection District (County Fire), its Valley Service Zone and Fire Protection Service Zone 5 (FP-5) for the provision of fire suppression and emergency medical services. The study area encompasses the entirety of the corporate boundaries of the City of San Bernardino, comprising approximately 38,144 acres. The purpose of the SOI Amendment and reorganization is to annex the City area to the County Fire District, its Valley Service Zone and Service Zone FP-5. This change of organization will entail the transfer of the City's Fire Department employees, assets obligations, liabilities and responsibilities to County Fire and its related service zones. The consideration of the proposed reorganization will include the annexation into Service Zone FP-5 which includes a special tax for funding of fire protection and emergency medical response services. This special tax includes an annual inflationary rate of up to a maximum of 3% increase.

Annexation to County Fire will allow the City to take advantage of the substantial economies of scale available from this agency, as well as existing County Fire stations and personnel located nearby to the City. The proposed annexation encompasses the current City of San Bernardino incorporated area (estimated at 38,144 acres). If LAFCOs 3197 and 3198 are approved, County Fire will assume responsibility for providing fire suppression and emergency medical response services for the City of San Bernardino.

The reorganization allowed by LAFCO 3197 and proposed by LAFCO 3198 represents a straight forward replacement of the City's existing Fire Department by County Fire. The City's existing fire, rescue and emergency personnel and physical assets will be transferred to the County. In essence, these services continue to be provided to City of San Bernardino

residents, but County Fire assumes the responsibility for these services in the future. Accordingly, approval of LAFCOs 3197/3198 has no identified potential to cause any modifications to the physical environment. Given this circumstance, I recommend that the Commission find that a Statutory Exemption (as defined in the California Environmental Quality Act, CEQA) applies to LAFCOs 3197/3198 under Section 15061 (b) (3) of the State CEQA Guidelines (General Rule), which states: "A project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." It is my opinion, and recommendation to the Commission, that this circumstance applies to LAFCOs 3197/3198, which will facilitate future emergency response service to the residents of the City of San Bernardino.

Based on this review of LAFCOs 3197 and 3198 and the pertinent sections of CEQA and the State CEQA Guidelines, I conclude that LAFCOs 3197/3198 does not constitute a project under CEQA and adoption of the Statutory Exemption and filing of a Notice of Exemption is the most appropriate determination to comply with CEQA for these actions. The Commission can approve the review and findings for these actions and I recommend that you notice LAFCOs 3197/3198 as statutorily exempt from CEQA for the reasons outlined in the State CEQA Guideline sections cited above. The Commission needs to file a Notice of Exemption with the County Clerk to the Board for this action once it is completed.

A copy of this exemption should be retained in LAFCO's project files to serve as verification of this evaluation and as the CEQA environmental determination record for LAFCOs 3197/3198. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Tom Dodson".

Tom Dodson

Draft LAFCO Resolution No. 3211

Attachment 10

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

215 North "D" Street, Suite 204, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 885-8170
E-mail: lafco@lafco.sbcounty.gov
www.sbclafco.org

PROPOSAL NO.: LAFCO 3198

HEARING DATE: JANUARY 27, 2016

RESOLUTION NO. 3211

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO 3198; APPROVING THE REORGANIZATION TO INCLUDE ANNEXATIONS TO THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE AND SERVICE ZONE FP-5 OF SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (generally representing the corporate limits of the City of San Bernardino encompassing approximately 38,144 acres (59.5 square miles)).

On motion of Commissioner _____, duly seconded by Commissioner _____, and carried, the Local Agency Formation Commission adopts the following resolution:

WHEREAS, an application for the proposed reorganization in the County of San Bernardino was filed with the Executive Officer of this Local Agency Formation Commission (hereinafter referred as the "Commission") in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.), and the Executive Officer has examined the application and executed her certificate in accordance with law, determining and certifying that the filings are sufficient; and,

WHEREAS, at the times and in the form and manner provided by law, the Executive Officer has given notice of the public hearing by this Commission on this matter; and,

WHEREAS, the Executive Officer has reviewed available information and prepared a report including her recommendations thereon, the filings and report and related information having been presented to and considered by this Commission; and,

WHEREAS, the public hearing by this Commission was held upon the date and at the time and place specified in the notice of public hearing and in order or orders continuing the hearing; and,

WHEREAS, at this hearing, this Commission heard and received all oral and written protests; the Commission considered all plans and proposed changes of organization, objections and evidence which were made, presented, or filed; it received evidence as to whether the territory is inhabited or uninhabited, improved or unimproved; and all persons present were given an opportunity to hear and be heard in respect to any matter relating to the application in evidence presented at the hearing; and,

NOW, THEREFORE, BE IT RESOLVED, that the Commission does hereby determine, resolve, order and find as follows:

DETERMINATIONS:

SECTION 1. The proposal is approved subject to the terms and conditions hereinafter specified:

CONDITIONS:

Condition No. 1. The boundaries of this change of organization are approved as set forth in Exhibits "A" and "A-1" attached this resolution;

Condition No. 2. The following distinctive short form designation shall be used through this proceeding: LAFCO 3198.

Condition No. 3. The effective date of this reorganization shall be no earlier than July 1, 2016 subject to completion of the terms and conditions outlined in this resolution for approval as authorized by Government Code Sections 56886(p) and 57202;

Condition No. 4. Upon the effective date of the reorganization, the San Bernardino County Fire Protection District (SBCFPD) Valley Service Zone, as the Successor District to the fire and emergency medical response obligations of the City of San Bernardino, shall succeed and/or be assigned all rights, duties, responsibilities, properties (both real and personal), contracts, equipment, assets, liabilities, obligations, functions, executory provisions, entitlements, permit and approvals of the City of San Bernardino Fire Department (City Fire). All property tax revenues attributable to the City of San Bernardino not designated in Condition No. 13 below, prior to calculations required by Section 96.1 of the Revenue and Taxation Code, including delinquent taxes and any and all other collections or assets of City of San Bernardino, shall accrue and be transferred to the Successor Districts pursuant to 56886(i). Said Successor Districts shall be subject to the terms and conditions contained herein;

Condition No. 5. Upon the effective date of the reorganization including annexation, pursuant to the terms specified in the Plan for Service, attached as Exhibit "B" and the updated Transition Action Plan, attached as Exhibit "C", all current City Fire Department employees, suppression, prevention, and administrative, shall transfer to the San Bernardino County Fire Protection District Valley Service Zone with comparable position classifications, rates of pay, accrued vacation and sick leave, vacation and sick leave accrual rates, seniority rights, and shall become subject to the terms and conditions set forth in said Plan for Service. All transferred employees shall be subject to the terms and conditions of the respective San Bernardino County Fire Protection District Memorandum of Understanding in place as of the effective date of the reorganization including annexation for their successor classification.

Condition No. 6. Upon the effective date of the reorganization including annexation, pursuant to the terms specified in the Plan for Service and updated Transition Action Plan, all current City Fire Dispatch employees shall transfer to the joint powers authority known as Consolidated Fire Agencies (hereafter "CONFIRE") with comparable

RESOLUTION NO. 3211

position classifications, rates of pay, accrued vacation and sick leave, vacation and sick leave accrual rates, seniority rights and shall become subject to the terms and conditions set forth in said Plan for Service. All transferred employees shall be subject to the terms and conditions of the respective Memorandum of Understanding in place as of the effective date of the reorganization including annexation for their successor classification;

Condition No. 7. Prior to the issuance of the Certificate of Completion, the City of San Bernardino shall provide to the Executive Officer of LAFCO documentation that it has obtained a workers compensation tailing insurance policy covering all worker compensation claims of all City fire suppression personnel and other City employees transitioning to County Fire and/or CONFIRE.

Condition No. 8. Upon the effective date of the reorganization including annexation, the City of San Bernardino shall retain the obligations for unfunded retirement obligations, any contractual benefit following retirement such as health insurance maintenance or payment, or other contractual obligation approved by the City for all suppression, prevention, dispatch, and other City employees transitioning to County Fire and/or CONFIRE;

Condition No. 9. Upon the effective date of the reorganization including annexation, the Successor District shall accept all facilities transferred from the City of San Bernardino in "as is" condition (pursuant to Government Code Section 56886(h)). All assets including, but not limited to, equipment (vehicles, apparatus, supplies, etc.) rolling stock, tools, office furniture, fixtures and equipment, all lands, buildings, real and personal property and appurtenances held by the City of San Bernardino for the purpose of providing fire protection and emergency medical response shall be transferred to the Successor District, the Valley Service Zone of SBCFPD. All quitclaim deeds to effectuate the transfer of land and/or buildings and the title transfer documents for vehicles shall be prepared by the City of San Bernardino City Manager's office to be filed upon the effective date of the change with a copy provided to LAFCO.

Condition No. 10. All equipment and fixtures, office furniture, real and personal property held by the City of San Bernardino for the purpose of providing fire and emergency medical response dispatching shall be transferred to CONFIRE, a joint powers authority providing for a centralized public safety communications system and a cooperative program of fire-related functions such as emergency operations. Upon the effective date of the reorganization including annexation, CONFIRE shall accept all equipment transferred from the City of San Bernardino in "as is" condition (pursuant to Government Code Section 56886(h));

Condition No. 11. Pursuant to the provisions of Government Code Section 56886(e) the SBCFPD Board of Directors shall be required to create a new sub-service zone under FP-5 to reflect the City of San Bernardino territory. After conclusion of the protest hearing pursuant to Government Code Section 57000 et seq., but prior to the issuance of the Certificate of Completion, as authorized by Government Code Section 56886(o), the Board of Directors of the SBCFPD shall provide the LAFCO Executive Officer with documentation identifying how the provisions contained in Health and Safety Code Section 13950 to form the new Service Zone of FP-5 to isolate the special tax

RESOLUTION NO. 3211

revenue contributed by the territory within the City of San Bernardino will be implemented by the District. All actions required by the SBCFPD to implement the special tax shall be completed prior to the August 8, 2016 due date for placement of the special tax on the tax rolls by the San Bernardino County Treasurer/Tax Collector;

Condition No. 12. Upon the effective date of the reorganization including annexation, the Successor District shall accept the administration of Community Facilities District #1033 (hereafter CFD 1033) from the City of San Bernardino terminating in Fiscal Year commencing July 1, 2033. The special tax levy for this entity shall be limited to the commercial, retail, office and industrial properties currently assessed or which will be developed in the future pursuant to the terms specified in City of San Bernardino Resolution No. 2004-210. All residential properties previously assessed will be exempted from future assessments by Valley Service Zone administration of CFD 1033. All cash on hand or fund balance in the accounts of CFD 1033 within the City of San Bernardino upon the effective date of LAFCO 3198 shall transfer to the administration of this CFD under the Successor District. All delinquent taxes and any and all other collections or assets of CFD 1033 that may accrue shall be transferred to the Successor District pursuant to Government Code Section 56886(i). The revenues to be received by the Successor District administering CFD 1033 are impressed with the public trust, use or purpose as defined by City of San Bernardino Resolution No. 2004-210 and all transactions utilizing these funds shall be accounted for and described in the annual audit and/or comprehensive financial reports recognizing CFD 1033 by the Successor District.

The future administration of CFD 1033 under the Successor District shall require that the Valley Service Zone, Successor District, shall participate in the development review process of the City of San Bernardino for any properties within the defined Verdernont Service Area, shown on Exhibit "D", for commercial, industrial retail or office uses. The City of San Bernardino shall be required to annex any commercial, industrial, retail or office parcels into CFD 1033 as a condition of development approval to be completed prior to the issuance of the certificate of occupancy for said projects.

Condition No. 13. Prior to the issuance of the Certificate of Completion for the reorganization to include annexation, pursuant to the provisions outlined in Government Code Section 56886 (i), (o) and (s), the Commission requires that the City of San Bernardino, County of San Bernardino, and San Bernardino County Fire Protection District enter into a contract which directs the Auditor/Controller/Treasurer/Tax Collector for San Bernardino County to provide for the calculation of property tax revenues to be transferred from the City's proceeds under the property tax in lieu of Motor Vehicle License Fees to the Valley Service Zone of SBCFPD, successor agency, as a replacement for the exclusion of the Inland Valley Development Authority (IVDA) territory within the City of San Bernardino from the property tax transfer process in the manner presented below, a signed copy of which is to be provided to the LAFCO Executive Officer. This term and condition shall assure that there is no impairment of the Inland Valley Development Agency Tax Allocation Refunding Bonds Series 2014A and Successor Agency to the Inland Valley Development Agency Tax Allocation Refunding Bonds Series 2014B bond obligations:

- a. The calculation shall use the following amounts to determine the transfer from proceeds of property tax swap in lieu of Motor Vehicle License Fees: (a) base

RESOLUTION NO. 3211

property tax within the affected Tax Rate Areas (TRAs) within IVDA a part of the corporate limits of the City of San Bernardino, (b) pass through payments, negotiated or statutory within the defined TRAs; (c) residual distribution as a result of redevelopment dissolution within the defined TRAs; and (d) any other property tax proceeds that would have come to the Valley Service Zone except for the exclusion of the IVDA area of the City of San Bernardino; and,

- b. The methodology outlined above shall be permanent and may only be amended after the conclusion of the revenue bond pledge on or after June 30, 2035 or if said revenue bond pledges are refunded or refinanced by mutual agreement between the County of San Bernardino, the San Bernardino County Fire Protection District and the City of San Bernardino.

Condition No. 14. Prior to the issuance of the Certificate of Completion for the reorganization to include annexation, pursuant to the provisions outlined in Government Code Section 56886 (i) the Commission requires that the City of San Bernardino, County of San Bernardino, and San Bernardino County Fire Protection District enter into a contract which requires the Auditor/Controller/Treasurer/Tax Collector for San Bernardino County to direct that 35% of the City's total property taxes in lieu of Vehicle License Fees be transferred to the Valley Service Zone of SBCFPD, Successor District, to fund the provision of fire protection and emergency medical response services. This contract shall be perpetual and address the needs for allocation of funds to replace the property tax in-lieu of Motor Vehicle License fees should the State of California make changes to this revenue stream legislatively. This amount is in addition to the amounts determined pursuant to the provisions of Revenue and Taxation Code Section 99 for LAFCO 3198.;

Condition No. 15. The remaining payments, all rights and interests held or claimed by the City of San Bernardino Fire Department under all agreements and/or memoranda of understanding with any public agency or private entity, shall transfer to the Successor District, Valley Service Zone of the SBCFPD, excluding those contracts shown on Exhibit "E" for termination. The Successor District, Valley Service Zone, shall also assume all joint use, maintenance, automatic aid or mutual aid agreements held by the City of San Bernardino Fire Department [(Government Code Section 56886(r)]. Amendments of existing agreements required for successful transfer shall be completed and submitted to the Local Agency Formation Commission prior to the issuance of the Certificate of Completion to address any changes [Government Code Section 56886(r)(v)];

Condition No. 16. The debt obligations of the transferring City of San Bernardino Fire Department shall be either be paid in full prior to the issuance of the Certificate of Completion or assigned to the Successor District, the Valley Service Zone of SBCFPD. The debt obligations to be paid relate to the City's leaseback financing with the California Infrastructure and Economic Development Bank and the lease through WESTNET;

Condition No. 17. Upon the effective date of this reorganization, the appropriation limit of San Bernardino County Fire Protection District, Valley Service Zone, Successor District, shall be increased by \$21,596,954 for Fiscal Year 2016-17 to

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recognize the anticipated first year proceeds of taxes for the provision of fire protection and emergency medical response;

Condition No. 18. Upon the effective date of this reorganization, any funds currently deposited for the benefit of the City of San Bernardino Fire Department which have been impressed with a public trust, use or purpose shall be transferred to the Successor District, and said District shall separately maintain such funds in accordance with the provisions of Government Code Section 57462;

Condition No. 19. Upon the effective date of this reorganization, any funds currently deposited for the benefit of the City of San Bernardino Fire Department Community Facilities District 1033 which have been impressed with a public trust, use or purpose shall be transferred to the Successor District for its administration of Community Facilities District 1033, and said Successor District shall separately maintain such funds in accordance with the provisions of Government Code Section 57462;

Condition No. 20. As of the date of approval of the reorganization by LAFCO through the effective date pursuant to the provisions of Government Code 56885.5(a) (4), the City Council of the City of San Bernardino shall be prohibited from taking the following actions unless it first finds an emergency situation exists as defined in Government Code Section 54956.5, and it is supported by the San Bernardino County Fire Protection District::

- a) **No Increase in Compensation or Benefits:** No increase in calculation for payment of benefits or compensation for employees of the City of San Bernardino Fire Department shall be allowed. Exceptions to this prohibition include planned and budgeted increases identified in the adopted budget for Fiscal Year 2015-16.
- b) **Bound by Current Budget:** Appropriating, encumbering, expending, or otherwise obligating any revenue of the City Fire Department beyond that provided in the current budget at the time of Commission approval, but to include any budgetary adjustment due to the circumstances surrounding the December 2, 2015 terrorist attack, unless agreed to by the Successor District.

Condition No. 21. The City of San Bernardino and the San Bernardino County Fire Protection District, applicants for this change of organization, shall indemnify, defend and hold harmless the Commission from any legal expense, legal action, or judgment arising out of the Commission's approval of this proposal, including any reimbursement of legal fees and costs incurred by the Commission.

SECTION 2. DETERMINATIONS. The following determinations are noted in conformance with Commission policy and Government Code Section 56668:

1. The County Registrar of Voters Office has determined that the study area is legally inhabited with 67,883 registered voters as of October 8, 2015.

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2. The reorganization area is within the sphere of influence assigned the San Bernardino County Fire Protection District through approval of the companion proposal identified as LAFCO 3197.
3. The County Assessor's Office has determined that the total assessed valuation of land and improvements for the area is \$11,363,748,189 as of November 2, 2015. This figure is broken down as \$2,976,373,339 for land and \$8,387,374,850 for improvements.
4. Notice of this hearing was published as required by law in The Sun, a newspaper of general circulation in the area. As required by State law and Commission policy a 1/8th page legal ad was provided in compliance with the provisions of Government Code Section 56157. Individual notices were provided to affected and interested agencies, County departments and those individuals and agencies requesting special notice. Comments from registered voters and any affected local agency have been reviewed and considered by the Commission in making its determination.
5. In compliance with the requirements of Government Code Section 56125, individual notice was mailed to landowners within the reorganization area (totaling 42,783) in response to the annexation of the territory into SBCFPD Service Zone FP-5 (a special tax zone). Comments from landowners have been considered by the Commission in making its determination.
6. The Southern California Association of Governments (SCAG) has adopted a Regional Transportation Plan and Sustainable Community Strategy pursuant to the provisions of Government Code Section 65352.5. Approval of LAFCO 3198 has no direct impact on these determinations. The Sustainable Community Strategy includes as a determination the need to assure the ongoing availability of health and safety services which approval of LAFCO 3198 will support.
7. The Commission's Environmental Consultant, Tom Dodson of Tom Dodson and Associates, has indicated his recommendation that the review of this reorganization proposal is statutorily exempt from the California Environmental Quality Act (CEQA). This recommendation is based on the finding that that the proposal will not change the area in which the service is provided; therefore, no physical affect upon the environment can be seen. The Commission certifies it has reviewed and considered the environmental recommendation and finds that a General Rule Statutory Exemption as authorized under Section 15061(b) (3) of the State CEQA Guidelines is appropriate. The Commission directs the Executive Officer to file a Notice of Exemption within five (5) working days.
8. The study area is presently served by the following public agencies: County of San Bernardino, City of San Bernardino, East Valley Water District, San Bernardino Valley Municipal Water District, San Bernardino Valley Water Conservation District, Inland Empire Resource Conservation District, Riverside Corona Resource Conservation District, and West Valley Water District. The City of San Bernardino is affected through the transfer of its fire protection and emergency medical response obligation to County Fire as a function of the

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reorganization. In addition, the change anticipates that the San Bernardino County Fire Protection District, its Valley Service Zone and its Service Zone FP-5 will be expanded to include the territory of the City of San Bernardino as a function of the reorganization. None of the other agencies are affected by this reorganization proposal as they are regional in nature.

9. Upon reorganization, the primary successor district, the Valley Service Zone of the SBCFPD, will extend the defined range of services to residents, landowners and government within the corporate limits of the City of San Bernardino. The Plan for Service, jointly submitted by the City of San Bernardino and SBCFPD, provide a general outline of the delivery of services mandated by Government Code Section 56653. This Plan and Fiscal Impact analysis indicates that the transfer of service to the Valley Service Zone and SBCFPD can, at a minimum, maintain the level of service delivery currently received by the area. The Plan for Service and Fiscal Impact Analysis has been reviewed and compared with the standards established by the Commission and the factors contained within Government Code Section 56668. The Commission finds that such Plan for Service and the supplemental data submitted conform to those adopted standards and requirements.
10. The proposal complies with Commission policies and reflects a mechanism to address the long-term sustainability of the delivery of fire suppression, prevention and emergency medical response to the citizens and community of the City of San Bernardino. The reorganization area can benefit from the assumption of fire protection and emergency medical response through the Valley Service Zone of the San Bernardino County Fire Protection District as evidenced by the Plan for Service.
11. This proposal will not affect the fair share allocation of the regional housing needs assigned to the City of San Bernardino through the Southern California Association of Government's (SCAG) Regional Housing Needs Allocation (RHNA) process.
12. With respect to environmental justice, the reorganization provides for the continuation of existing fire protection and emergency medical response within the area and will not result in the unfair treatment of any person based upon race, culture or income.
13. The County Board of Supervisors has successfully completed the process for the determination of the transfer of ad valorem property tax revenues upon successful completion of this reorganization to the successor agency, SBCFPD and its Valley Service Zone. An amended to that agreement will be processed to address the transfer of property tax revenues only for those areas outside the Inland Valley Development Agency (IVDA). Based upon the need to maintain the pledge to the Revenue Bonds of IVDA and its Successor Oversight Agency, the tax rates and Tax Rate Areas within IVDA shall be retained by the City of San Bernardino until the bonds are paid in full or refunded. This fulfills the requirements of Section 99 of the Revenue and Taxation Code.

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14. The maps and legal descriptions prepared by the County Surveyor are in substantial compliance with LAFCO and State standards.

SECTION 3. Approval by the Local Agency Formation Commission indicates that completion of this proposal would accomplish the proposed change or organization in a reasonable manner with a maximum chance of success and a minimum disruption of service to the functions of other local agencies in the area.

SECTION 4. The Executive Officer is hereby authorized and directed to mail certified copies of this resolution in the manner provided by Section 56882 of the Government Code.

SECTION 5. The Commission hereby directs that following completion of the reconsideration period specified by Government Code Section 56895(b), the Executive Officer is hereby directed to initiate protest proceedings in compliance with this resolution and State law (Part 4, commencing with Government Code Section 57000), provide for a 30-day protest proceeding, set the matter for consideration of the protest proceedings, and provide notice of the hearing pursuant to Government Code Section 57025 and 57026.

SECTION 6. Upon conclusion of the protest proceedings, the Executive Officer shall adopt a resolution setting forth her determination on the levels of protest filed and not withdrawn and setting forth the action on the proposal considered.

SECTION 7. Upon adoption of the final resolution by the Executive Officer, either a Certificate of Completion or a Certificate of Termination, as required by Government Code Sections 57176 through 57203, and a Statement of Boundary Change, as required by Government Code Section 57204, shall be prepared and filed for the proposal.

THIS ACTION APPROVED AND ADOPTED by the Local Agency Formation Commission for San Bernardino County by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BERNARDINO)

I, KATHLEEN ROLLINGS-McDONALD, Executive Officer of the Local Agency Formation Commission for San Bernardino County, California, do hereby certify this record to be a full, true, and correct copy of the action taken by said Commission by vote of the members present as the same appears in the Official Minutes of said Commission at its regular meeting of January 27, 2016.

DATED:

KATHLEEN ROLLINGS-McDONALD
Executive Officer

DRAFT

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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DATE: JANUARY 20, 2016

FROM: KATHLEEN ROLLINGS-McDONALD, Executive Officer
MICHAEL TUERPE, Project Manager

TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: Agenda Item #8: Mid-Year Financial Review for Period July 1 through December 31, 2015

RECOMMENDATION:

Staff recommends that the Commission:

1. Note receipt of this report and file.
2. Authorize the following budget adjustments to address increased revenues and expenditures due to increased activity:
 - a. To accommodate unanticipated activity related to individual notices for three proposals:
 - i. Increase Expenditure Account 2310 (Postage) by \$58,525 to \$71,437
 - ii. Add Expenditure Account 2323 (Reproduction) at \$8,355
 - iii. Increase Revenue Account 9545 (Individual Notice) by \$66,880 to \$71,780
 - b. To accommodate the increase in proposals received and related expenditure activity:
 - i. Increase Expenditure Account 2400 (Legal Services) by \$13,121 to \$42,421
 - ii. Increase Expenditure Account 2445 (Other Professional Services) by \$39,469 to \$161,897
 - iii. Increase Account 6000 (Contingencies) by \$50,000 to \$155,501
 - iv. Increase Revenue Account 9555 (Legal Services) by \$13,121 to \$20,596

- v. Increase Revenue Account 9800 (LAFCO Fees) by \$81,000 to \$165,614
 - vi. Increase Revenue Account 9930 (Miscellaneous Revenues) by \$8,469 to \$8,964
3. Approve amendments to the LAFCO Policy and Procedure Manual, Section III (Human Resources) to reflect County Exempt Compensation Plan changes approved by the Board of Supervisors on December 15, 2015 to include a one percent (1.0%) across-the-board-salary increase retroactive to January 9, 2016 for LAFCO employees and future changes through 2018.
 4. Adopt Resolution No. 3210 to amend its Policy and Procedure Manual.
 5. Provide direction to staff on items of concern for the balance of the fiscal year.

BACKGROUND:

Staff is presenting the Commission with the FY 2015-16 mid-year financial report, which includes a discussion of:

1. A review of the mid-year financial activities and the presentation of a spreadsheet (Attachment #1) on expenditures and reserves, revenues received, an update on special project activities, and a breakdown of the fund balance through the mid-year. The spreadsheet also provides a forecast of anticipated expenditures and revenues through the end of the fiscal year.
2. Recommended budget adjustments to address increased revenues and expenditures due to increased activity.
3. Amendments to the Commission's Policy and Procedure Manual to reflect changes to the County Exempt Compensation Plan to include (1) across-the-board salary increases for the period January 9, 2016 through July 1, 2018, (2) a 15-year longevity pay effective December 2016, (3) increase in Medical Premium Subsidy effective July 2018, and (4) modifies the authority of the Executive Officer to hire an employee through Step 7 (currently through Step 5 - a technical change as two steps were added in April 2015).

MID-YEAR REVIEW

The report details the Commission's expenditure and revenue activities for the first half of Fiscal Year 2015-16. The following information includes a description of expenditures and reserves, revenue and proposal activity, an update on special project activities, and a breakdown of the fund balance through the mid-year.

Expenditures and Reserves

Expenditures are comprised of two categories of accounts: 1) Salaries and Benefits, and 2) Services and Supplies. Through the mid-year, total expenditures are at 45% of Approved Budget authority. In October the Commission authorized the transfer of \$6,722 from Contingencies to account for the mandatory leave payouts from the separation of an employee. Additionally, this report requests budget adjustments to address increased revenues and expenditures due to increased activity. A more detailed analysis of the categories is as follows:

1. Salaries and Benefits (1000 series)

A. Mid-Year Activity

The Salaries and Benefits series of accounts (1000 series) had expenditures of \$324,592 through the mid-year, representing 44% of Approved Budget authority.

The variance of six percent from the benchmark of 50% is primarily explained by the LAFCO Analyst position being unfilled due to the separation of the former employee in August. The position was filled in December, resulting in a savings of salary and benefits expenses for roughly four months.

B. Projected Remaining Activity

Discussed in detail later in this report, staff recommends that the Commission approve the County Exempt Compensation Plan amendments approved on December 15, 2015 to include a one percent (1.0%) across-the-board salary increase retroactive to January 9, 2016 along with other changes through July 1, 2018. The effect on the current year's budget is not significant, and year-end projections show there is room to accommodate the increase; therefore, no budget changes are recommended. Salaries and Benefits are forecast to end the year at 93% of budget authority.

2. Services and Supplies (2000 and 5000 series)

A. Mid-Year Activity

For the mid-year, the Services and Supplies accounts (2000 and 5000 series) had expenditures of \$184,093 or 46% of Approved Budget authority. There have been no major unanticipated expenditures during this time period, unanticipated activities, as described below, did occur which result in increased costs for the balance of the year.

B. Projected Remaining Activity

However, budgeted and anticipated activities for the second half include significant expenditures, identified as:

- Remaining payments for the installation of a fiber optic line of roughly \$10,000 (Account 2040).
- Payment for the individual audit of \$8,500 (Account 2405).
- Significant unanticipated individual notice costs of roughly \$67,000 for the proposals related to annexations to County Fire that include the extension of a special tax (San Bernardino, Twentynine Palms, and Needles). The applicant in each case will be required to provide a deposit to cover these costs. A breakdown is shown below:
 - Account 2310 (Postage) - \$58,525
 - Account 2323 (Reproduction/Printing) - \$8,355
- Payments of \$8,469 for the “Sensitivity Analysis” prepared as an addition to the contract for the preliminary feasibility study for incorporating the Rim of the World communities (Account 2445). The charges for the remaining payments have been reimbursed to the Commission by the Second District through a deposit received in December.
- Remaining payments of roughly \$62,000 for the consulting contract with Bob Aldrich – the Commission approved this contract in September 2015 not to exceed \$75,000 (Account 2445). Staff anticipates utilizing the full authority of this contract.

Due to the significant unanticipated costs identified above related to providing individual notices for three large and complex proposals, this report recommends budget adjustments to address the increase in activity. Based upon the recommended Amended Budget, Services and Supplies are projected to end the year at 90% of Amended Budget.

C. Status of Ongoing Commission-approved Projects

The following provides an update on expenditures and progress on projects or studies previously approved by the Commission.

INSTALLATION OF FIBER OPTIC LINE:

Due to the County Workforce Development Department vacating the building where the LAFCO office is located, LAFCO was required to install its own

dedicated communications line. The budget for the installation of a dedicated fiber optic line is \$20,000. In August the installation was completed. To date, roughly \$10,000 in invoices has been received and paid. The remainder of the costs, when received, will stem from the County's Information Services Department work but are expected to be within the budgeted amount.

PRELIMINARY FEASIBILITY STUDY FOR INCORPORATION OF THE RIM OF THE WORLD COMMUNITIES:

The contract with Rosenow Spevacek Group (RSG) to prepare the financial projections for this study has been satisfied.

As an addition to the contract, the Second District requested supplemental information be provided related to a sensitivity analysis of the feasibility study. LAFCO received additional funds from the Second District to cover the costs of the Sensitivity Analysis prepared. The funds have been received; and the invoice has been paid (while processing will reflect in the January reconciliation).

EDUCATIONAL TRAINING PROGRAM FOR SPECIAL DISTRICTS:

The Commission has expressed its desire to provide continuing governance training for the special districts within the County. As a part of this year's budget, staff developed an education program with the California Special Districts Association (CSDA) and the Institute for Local Government (ILG) – see chart below. CSDA has indicated that it would not charge to conduct the training, and ILG identified a cost of \$2,300.

Educational Training Program Timeline		
Training Session	Collaboration	Date
Understanding the Brown Act – Beyond the Basics	California Special Districts Association	September 28, 2015
Partnering with Community-based Organizations for more Inclusive Public Engagement	Institute for Local Government	January 13, 2016
Positioning Your Agency for Successful Financing (webinar)	California Special Districts Association	February 24, 2016

The first session took place on September 28 at the Mojave Water Agency in Apple Valley and was well attended with positive survey results. The second session took place January 13, and similar to the first session it was held at the same location, was well attended, included a cross-section of agencies, and

overall feedback has been positive. Attendees totaled 22 persons from 13 different agencies. The survey results (primary questions) are as follows:

My overall rating of this seminar is good. 8.6 out of 10
The pre-seminar registration process was clear and simple. 9.2
The meeting room and facilities were adequate and comfortable. 9.5
The training met my expectations. 8.7

Estimated costs for refreshments, copying charges and miscellaneous supplies are estimated to be roughly \$1,600 for the year. These costs, coupled with ILG's charge of \$2,300, brings the total annual costs for this program at roughly \$3,900. This does not include staff time.

3. Contingency and Reserves (6000 series)

In October the Commission authorized the transfer of \$6,722 from Contingencies to account for the mandatory leave payouts from the separation of an employee, which has been completed. No other activities are anticipated at this time for supplemental funding for the remainder of the fiscal year.

Revenues and Proposal Activity

1. Revenues

A. Mid-Year Activity

The Commission has received 113% of Approved Budget revenues through the mid-year. The items below outline the revenue activity:

- Interest (Account 8500) – Fifty-two percent of the budgeted interest has been received from the Commission's cash in the County Treasury. However, the bulk of LAFCO's revenues are received during the first quarter of the fiscal year through receipt of the annual apportionment. For the past several years, the apportionment was the primary source of funding; however, for the current Fiscal Year there are a number of significant proposals which have increased the funds on hand. It is anticipated that the annual interest rate will remain low for the balance of the year providing limited resources, but more than in prior years.
- Apportionment (Account 8842) - 100% of the mandatory apportionment payments from the County, cities, and independent special districts billed by the County Auditor have been received.
- Fees and Deposits (Accounts 9545 – 9800) – Through mid-year, the Fees and Deposits series of accounts has received 248% of its budgeted revenue

(\$258,766). Of this amount, 92% is related to proposals, 5% to service contracts, and 3% to cost recovery for completed actions.

B. *Projected Remaining Activity*

This LAFCO has historically taken a conservative approach to projecting revenues. Keeping with this practice, staff is projecting \$72,830 in revenue for the second half, broken down as follows:

- Receipt of limited interest payments for the remaining two quarters (\$2,250).
- Deposits from the applicants for the three annexations to County Fire that include the extension of a special tax (San Bernardino, Twentynine Palms, and Needles) for individual notice requirements (\$61,980).
- Receipt of one proposal, received in January (\$8,100).
- Receipt of one service contract requiring administrative review, received in January (\$500).

Most of the proposals currently being processed are grand in scale and scope (four annexations to County Fire with three requiring individual notice due to a special tax extension, reorganization to include annexations to the City of Rialto and the West Valley Water District, and formation of the Wrightwood CSD) which resulted in increased revenues. Due to the significant revenue increases, this report recommends budget adjustments to address the increase in activity.

Based upon the recommended Amended Budget, Total Revenues are projected to end the year at 107% of budget authority.

2. Proposal Activity

The figure below identifies the number of proposals and service contracts received through December 31, 2015. The figure identifies that 12 proposals and five service contracts were received through the mid-year. As for proposals, this is double the budgeted number. Attachment #2 to this report includes a chart showing the yearly comparison of proposals, service contracts, and completed service review activity. Staff is conservatively anticipating the receipt of one additional proposal (already received in January), to bring the anticipated year-end total to 13 proposals, which exceeds the annual totals for proposals received going back eight years (19 proposals in Fiscal Year 2006-07).

Activity	Budget	Through Mid-Year	
		No.	% of Budget
Proposals	6	12	200%
Service Contracts - Development, Commission approval	1	2	200%
Service Contracts - Request for Exemption from 56133	0	1	
Service Contracts - Admin (E.O.) approval	4	2	50%
Protest Hearing Deposits	5	1	20%

The remainder of the year anticipates the processing of the second cycle service reviews for water (wholesale, retail, and recycled), sewer (collection, treatment, and reclamation), and streetlights. By action taken at the September hearing, the Commission has directed staff to prioritize its activities to address the fire proposals submitted as the top priority, other jurisdictional changes next, and service reviews to follow.

Cash in Treasury

As of December 31, 2015, the Commission's cash in the County Treasury was \$1,404,171. A breakdown of this amount is shown below (based upon this report's recommended Amended Budget). Taking into account expenditure and revenue projections, staff is projecting that all of the Reserves and Contingencies will carry forward into FY 2015-16.

December 31, 2015 Balance	\$1,404,171
Balance is composed of the following:	
<i>Liabilities (as of Jan 13, 2016)</i>	
Deposits Payable/(Receivable) from open applications	33,184
<i>Committed (constrained to specific purposes)</i>	
Net Pension Liability Reserve (Account 6010)	82,750
Compensated Absences Reserve (Account 6030)	76,607
<i>Assigned (intended for specific purposes)</i>	
Contingency (Account 6000)	155,501
General Reserve (Account 6025)	291,007
Projected Remaining Expenditures	642,431
<i>Remaining Revenues, Projected</i>	<i>(72,830)</i>
<i>Estimated Carryover into FY 2016-17 (assumes full gain from active proposals)</i>	<i>195,521</i>
BALANCE	\$1,404,171

**COUNTY EXEMPT COMPENSATION PLAN AMENDMENTS TO INCLUDE
ACROSS THE BOARD SALARY INCREASES**

On December 15, 2015 the County Board of Supervisors approved amendments to its Exempt Compensation Plan to include (1) across-the-board salary increases, (2) a 15-year longevity pay effective December 2016, (3) increase in Medical Premium Subsidy effective July 2018, and (4) an increase in the top entrance step for new employees - a technical change. The County staff report and ordinance are included as Attachment #3 to this report. The amendments applicable to LAFCO are outlined below:

1. The scheduled across-the-board salary increases for the three year term of the County Exempt Compensation Plan are as follows:
 - a. One percent effective January 9, 2016
 - b. One percent effective July 23, 2016
 - c. Two percent effective July 22, 2017
 - d. Three percent effective July 21, 2018
2. A two percent 15-year longevity pay effective December 10, 2016.
3. An increase to the fixed-dollar bi-weekly Medical Premium Subsidy by \$4.50 for Employee Only, \$8.96 for Employee + 1, and \$12.70 for Employee + 2, effective July 21, 2018.
4. Modifies the authority of the Executive Officer to hire an employee through Step 7 (currently through Step 5 - a technical change as two steps were added in April 2015).

The amendments have an effect on the Commission as its practice and policy is to mirror this benefit plan for its employees. Therefore, staff recommends that the Commission approve the modifications to its Policy and Procedure Manual, Human Resources and Benefits Section to address the inclusion of the County Exempt Compensation Plan amendments approved on December 15, 2015. These include a one percent (1.0%) across-the-board salary increase retroactive to January 9, 2016, and a technical hiring modification effective immediately. All others changes are effective in the future. The effect on the current year's budget is not significant, and year-end projections show there is room to accommodate the increase; therefore, no budget changes are recommended.

To formally implement the changes, staff recommends that the Commission revise and amend its Policy and Procedure Manual, Section III (Human Resources), as follows:

Amend Chapter 2 (Employment), Policy 2 (Compensation)

...

B. Effective January 9, 2016, the following shall be the salary ranges for LAFCO positions (1.0% increase):

Position	Hourly Range	Annual Range
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$37.09 to \$51.07	\$77,147 to \$106,226
Project Manager	\$29.00 to \$39.94	\$60,320 to \$83,075
LAFCO Analyst – GIS/Database Manager	\$25.07 to \$34.45	\$52,146 to \$71,656
Clerk to the Commission/Office Manager	\$21.63 to \$29.74	\$44,990 to \$61,859
Administrative Assistant	\$17.81 to \$24.47	\$37,045 to \$50,898

Effective July 23, 2016, the following shall be the salary ranges for LAFCO positions (1.0% increase):

Position	Hourly Range	Annual Range
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$37.46 to \$51.58	\$77,917 to \$107,286
Project Manager	\$29.29 to \$40.34	\$60,923 to \$83,907
LAFCO Analyst – GIS/Database Manager	\$25.32 to \$34.79	\$52,666 to \$72,363
Clerk to the Commission/Office Manager	\$21.85 to \$30.04	\$45,448 to \$62,483
Administrative Assistant	\$17.99 to \$24.71	\$37,419 to \$51,396

Effective July 22, 2017, the following shall be the salary ranges for LAFCO positions (2.0% increase):

Position	Hourly Range	Annual Range
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$38.21 to \$52.61	\$79,476 to \$109,428
Project Manager	\$29.88 to \$41.45	\$62,150 to \$85,592
LAFCO Analyst – GIS/Database Manager	\$25.83 to \$35.49	\$53,726 to \$73,819
Clerk to the Commission/Office Manager	\$22.29 to \$30.64	\$46,363 to \$63,731
Administrative Assistant	\$18.35 to \$25.20	\$38,168 to \$52,416

Effective July 21, 2018, the following shall be the salary ranges for LAFCO positions (3.0% increase):

Position	Hourly Range	Annual Range
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$39.36 to \$54.19	\$81,868 to \$112,715
Project Manager	\$30.78 to \$42.38	\$64,022 to \$88,150
LAFCO Analyst – GIS/Database Manager	\$26.60 to \$36.55	\$55,328 to \$76,024
Clerk to the Commission/Office Manager	\$22.96 to \$31.56	\$47,756 to \$65,644
Administrative Assistant	\$18.90 to \$25.96	\$39,312 to \$53,996

Revise Chapter 2 (Employment), Policy 2 (Compensation) by adding the following:

...

F. 15-YEAR LONGEVITY PAY

Effective December 10, 2016, LAFCO employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with LAFCO. Longevity pay shall be excluded when determining the appropriate rate of pay for a promotion or demotion. For purposes of longevity pay only, a year of completed LAFCO service is defined as 2,080 service hours with LAFCO.

Total Completed Service	Compensation
31,200 Continuous Service Hours (15 years)	2.0%

...

Amend Chapter 5 (Benefits Plan), Policy 2 (Medical and Dental Subsidies)

- A. SB LAFCO has established a Medical Premium Subsidy (MPS) to offset the cost of medical and dental plan premiums charged to eligible employees. The MPS shall be applied first to medical plan premiums and then to dental plan premiums. The applicable MPS amount shall be paid directly to the providers of the County-sponsored medical and dental plan in which the eligible employee has enrolled. In no case, shall the MPS exceed the total cost of the medical and dental insurance premium for the coverage selected.

The following are the MPS amounts:

	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only	\$115.00	\$230.00
Employee +1	\$176.12	\$352.23
Employee +2	\$241.32	\$482.64

Effective 7/21/18 the following MPS amounts shall apply:

	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only	\$117.25	\$234.50
Employee +1	\$180.60	\$361.19
Employee +2	\$247.67	\$495.34

...

Amend Chapter 2 (Employment), Policy 4 (Performance Management)

...

B. ELIGIBILITY FOR STEP ADVANCEMENT

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this section. Variable entrance steps may be established if justified by recruitment needs through ~~Step 5~~ **Step 7** with the approval of the Executive Officer and through ~~Step 12~~ **the top step** with the approval of the Commission or designee.

...

CONCLUSION AND REQUESTED COMMISSION ACTION

This year is shaping up to be a banner year for LAFCO - one not only with above normal activity, but also one with complex proposals which could directly impact the quality of life of hundreds of thousands of residents of our County. The approval of a consultant for supplemental staffing is helping with the processing burden; and staff is implementing the direction of the Commission on its priorities.

The mid-year financial report identifies that the expenditures of the Commission are within budget targets; however, significant processing costs will require an increase in appropriations, as recommended on pages 1 and 2. All in all the staff is providing a positive financial forecast for the balance of the fiscal year.

Staff recommends that the Commission take the actions identified in the recommendation section on pages 1 and 2 of this report. Staff will be happy to answer any questions from the Commission prior to or at the hearing.

KRM/MT

Attachments:

1. Spreadsheet of Mid-Year Expenditures, Reserves, and Revenues
2. Chart Illustrating Yearly Proposal, Service Contract, and Service Review Activity
3. Materials Related to County Ordinance Relating to Compensation and Working Conditions of the Exempt Group
4. Draft Resolution No. 3210 to Revise and Amend its Policy and Procedure Manual

Spreadsheet of Mid-Year Expenditures, Reserves, and Revenues

Attachment 1

FISCAL YEAR 2015-16

ACCT.	ACCOUNT NAME	ACTUAL	APPROVED	APPROVED	AMENDED	THRU	OCT	NOV	DEC	THRU	PERCENT OF	PROJECTED	PROJECTED	PROJECTED
#		YEAR-END	FY 15-16	FY 15-16	FY 15-16	1st				MIDYEAR	APPROVED	REMAINING	YEAR-END	YEAR-END
		FY 14-15	BUDGET	BUDGET	BUDGET	Quarter					BUDGET		(AMENDED)	(AMENDED)
	SALARIES AND BENEFITS													
1010	Regular Salary and Bilingual	\$ 434,318	\$ 455,279	\$ 459,396	\$ 459,396	\$ 119,993.10	\$ 31,233.38	\$ 27,820.78	\$ 28,909.23	\$ 207,956	45%	\$ 223,801	\$ 431,757	94%
1030	Auto and Cell Phone Allowances	17,000	17,327	17,327	17,327	4,576.95	1,307.70	1,307.70	1,307.70	8,500	49%	8,500	17,000	98%
1035	Overtime	201	-	-	-	249.99	72.69	72.69	-	395		-	395	
1045	Termination Payment			2,604	2,604		-	2,506.08	-	2,506	96%	-	2,506	96%
1050	Special Compensation	8,750												
1110	General Member Retirement	104,122	115,531	115,531	115,531	28,741.30	7,770.00	7,372.68	7,906.70	51,791	45%	56,039	107,829	93%
1130	Survivors Benefits	238	245	245	245	55.69	13.76	13.76	15.48	99	40%	120	219	89%
1135	Indemnification - General	20,634	20,163	20,163	20,163	5,021.61	1,369.53	1,217.36	1,217.36	8,826	44%	9,891	18,717	93%
1200	Employee Group Insurance (Health Subsidy)	45,620	63,950	63,950	63,950	11,292.72	2,831.60	2,831.60	2,831.60	19,788	31%	31,372	51,159	80%
1205	Long-Term Disability	1,079	1,127	1,127	1,127	245.79	58.68	58.68	64.04	427	38%	564	991	88%
1207	Vision Care Insurance	822	837	837	837	202.24	50.56	50.66	56.88	360	43%	411	771	92%
1215	Dental Insurance & Health Subsidy	1,530	1,557	1,557	1,557	353.74	86.80	86.80	86.80	614	39%	764	1,378	88%
1222	Short-Term Disability	3,590	3,744	3,744	3,744	892.80	231.44	231.44	252.72	1,608	43%	1,873	3,482	93%
1225	Social Security Medicare	5,646	5,790	5,790	5,790	1,522.69	399.04	344.86	348.64	2,615	45%	2,899	5,514	95%
1235	Workers' Compensation	1,983	4,911	4,911	4,911	1,982.85	322.41	-	-	2,305	47%	2,456	4,761	97%
1240	Life Insurance & Medical Trust Fund	4,614	5,593	5,593	5,593	1,353.93	424.98	648.53	403.62	2,831	51%	2,766	5,597	100%
1305	Medical Reimbursement Plan	2,140	6,920	6,920	6,920	680.00	220.00	220.00	220.00	1,340	19%	4,220	5,560	80%
1314	457/401a Defined (LAFCO Contribution)	1,622	1,691	1,691	1,691	411.32	114.26	108.68	108.68	743	44%	847	1,590	94%
1315	401k Contribution	25,951	27,063	27,063	27,063	6,580.12	1,828.40	1,739.20	1,739.20	11,887	44%	13,555	25,442	94%
1000	Salary Reserve													
	TOTAL SALARIES & BENEFITS	\$ 679,860	\$ 731,729	\$ 738,449	\$ 738,449	\$ 184,156.84	\$ 48,335.23	\$ 46,631.50	\$ 45,468.65	\$ 324,592	44%	\$ 360,077	\$ 684,669	93%
	Staffing (Full time equivalent units)	4.5	5.5	5.5	5.5							5.5		
	SERVICES AND SUPPLIES													
	Services:													
2037	COMNET Charge (ISF)	\$ 2,432	\$ 2,828	\$ 2,828	\$ 2,828	\$ 629.51	\$ 213.01	\$ 213.01	\$ 213.01	\$ 1,269	45%	\$ 1,278	\$ 2,547	90%
2038	Long Distance Charges	81	120	120	120	15.02	-	-	-	15	13%	-	15	13%
2040	Relocation Charges - Phone Service	-	18,200	18,200	18,200	6,115.64	-	-	3,990.82	10,106	56%	10,624	20,730	114%
2041	Phone Service/Outside Company	422	540	540	540	115.17	212.60	-	119.45	447	83%	717	1,164	216%
2043	Electronic Equipment Maintenance	498	9,180	9,180	9,180	-	925.79	-	-	926	10%	6,480	7,406	81%
2075	Membership Dues	8,509	8,447	8,447	8,447	7,577.00	-	1,156.00	-	8,733	103%	-	8,733	103%
2076	Tuition Reimbursement	100	2,000	2,000	2,000	-	-	-	-	-	0%	200	200	10%
2080	Publications	2,690	3,395	3,395	3,395	213.92	4,585.66	-	(3,633.98)	1,166	34%	2,272	3,438	101%
2085	Legal Notices	12,936	21,000	21,000	21,000	5,043.22	962.88	-	3,000.40	9,007	43%	14,000	23,007	110%
2115	Computer Software	4,234	8,435	8,435	8,435	2,777.36	3,000.00	-	-	5,777	68%	2,202	7,980	95%
2125	Inventoriable Equipment	4,660	-	-	-	-	-	-	-	-				
2245	Other Insurance	7,128	7,078	7,078	7,078	7,085.01	-	-	-	7,085	100%	-	7,085	100%
	Supplies:													
2305	General Office Expense	12,844	9,232	9,232	9,232	1,617.12	419.59	100.00	1,115.74	3,252	35%	4,617	7,869	85%
2308	Credit Card Clearing Account	(1,628)	-	-	-	5,898.05	(3,526.24)	(1,043.14)	(1,328.67)	-				
2310	Postage - Direct Charge	19,869	12,912	12,912	71,437	2,734.45	1,764.93	844.32	892.64	6,236	48%	60,537	66,774	93%
2315	Records Storage	620	570	570	570	203.27	-	49.03	98.06	350	61%	294	645	113%
2323	Reproduction Services	2,601	-	-	8,355	-	-	-	-	-		8,355	8,355	
	Consultant & Special Services:													
2400	Prof & Special Service (Legal Counsel)	28,042	29,300	29,300	42,421	20,484.32	(1,337.32)	1,440.00	2,343.97	22,931	78%	15,000	37,931	89%
2405	Auditing	8,000	11,868	11,868	11,868	-	5,757.77	-	-	5,758	49%	8,500	14,258	120%
2410	Data Processing	6,848	7,565	7,565	7,565	1,748.84	526.05	595.95	595.81	3,467	46%	3,600	7,067	93%
2415	COWCAP	6,308	-	-	-	-	-	-	-	-				
2420	ISD Other IT Services	753	701	701	701	175.32	58.44	58.44	58.44	351	50%	351	701	100%

FISCAL YEAR 2015-16

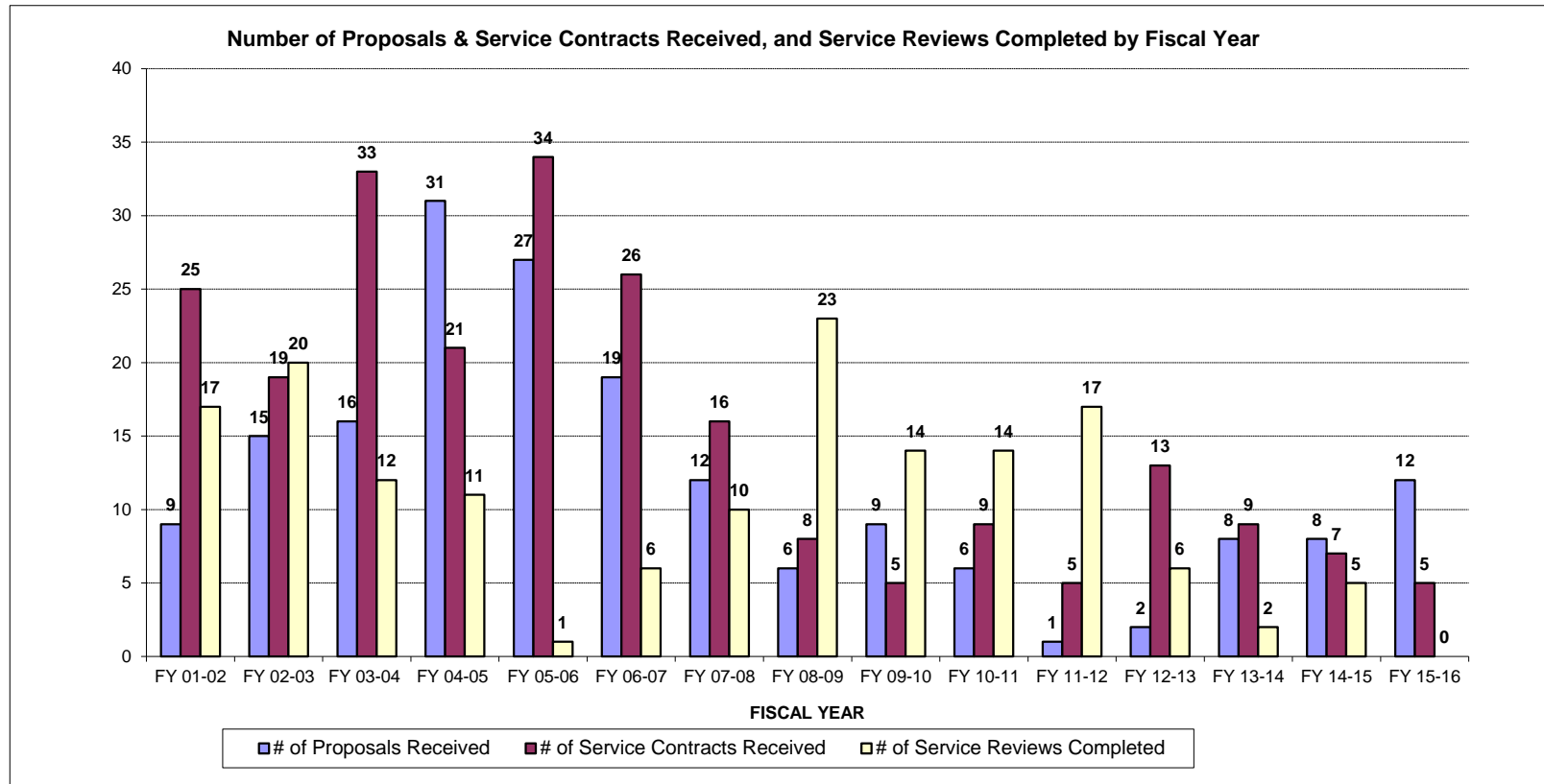
ACCT.	ACCOUNT NAME	ACTUAL	APPROVED	APPROVED	AMENDED	THRU	OCT	NOV	DEC	THRU	PERCENT OF	PROJECTED	PROJECTED	PROJECTED
#		YEAR-END	FY 15-16	FY 15-16	FY 15-16	1st				MIDYEAR	APPROVED	REMAINING	YEAR-END	YEAR-END
		FY 14-15	BUDGET	BUDGET	BUDGET	Quarter					BUDGET		(AMENDED)	(AMENDED)
2421	ISD Direct	10,157	9,180	9,180	9,180	2,190.85	708.93	818.01	818.01	4,536	49%	4,908	9,444	103%
2424	Mgmt & Tech (Environmental Consultant)	11,288	9,300	9,300	9,300	1,405.00	610.00	355.00	50.00	2,420	26%	3,700	6,120	66%
2444	Security Services	408	408	408	408	138.00	-	-	102.00	240	59%	204	444	109%
2445	Other Prof (Commission, Surveyor, ROV)	42,133	47,428	122,428	161,897	14,351.76	6,050.00	5,938.12	7,985.95	34,326	28%	96,469	130,795	81%
2449	Outside Legal (Litigation & Special Counsel)	3,956	-	-	-	2,322.00	1,997.16	-	-	4,319		-	4,319	
2450	Application Development Support	216	1,500	1,500	1,500	21.55	-	-	-	22	1%	200	222	15%
2460	GIMS Charges	10,608	14,180	14,180	14,180	156.00	-	-	13,500.00	13,656	96%	180	13,836	98%
	Lease/Purchases:													
2895	Rent/Lease Equipment (copier)	4,912	6,180	6,180	6,180	509.37	916.24	-	956.99	2,383	39%	3,090	5,473	89%
2905	Office/Hearing Chamber Rental	51,219	52,741	52,741	52,741	9,106.82	8,706.82	-	4,353.41	22,167	42%	26,121	48,288	92%
	Travel Related Expenses:													
2940	Private Mileage	2,410	4,394	4,394	4,394	905.34	731.88	261.53	261.53	2,160	49%	2,389	4,549	104%
2941	Conference/Training	6,817	6,850	6,850	6,850	2,220.00	105.53	30.00	375.00	2,731	40%	2,300	5,031	73%
2942	Hotel	6,838	5,850	5,850	5,850	874.00	891.03	2,073.92	234.44	4,073	70%	617	4,690	80%
2943	Meals	1,150	1,900	1,900	1,900	256.74	172.11	159.01	117.89	706	37%	550	1,256	66%
2944	Car Rental	227	150	150	150	-	106.86	-	-	107	71%	50	157	105%
2945	Air Travel	3,705	5,650	5,650	5,650	71.01	855.99	130.50	303.96	1,361	24%	600	1,961	35%
2946	Other Travel	1,676	600	600	600	205.80	289.00	227.25	37.50	760	127%	150	910	152%
	Other Charges:													
5012	Services Out (Staples)	4,742	3,600	3,600	3,600	1,357.57	-	(105.96)	-	1,252	35%	1,800	3,052	85%
	TOTAL SERVICES & SUPPLIES	\$ 290,409	\$ 323,280	\$ 398,282	\$ 517,752	\$ 98,525.03	\$ 35,704.71	\$ 13,300.99	\$ 36,562.37	\$ 184,093	46%	\$ 282,354	\$ 466,447	90%
TOTAL EXPENDITURES		\$ 970,269	\$ 1,055,009	\$ 1,136,731	\$ 1,256,201	\$ 282,681.87	\$ 84,039.94	\$ 59,932.49	\$ 82,031.02	\$ 508,685	45%	\$ 642,431	\$ 1,151,116	92%
	RESERVES													
6000	Contingency		\$ 105,501	\$ 105,501	\$ 155,501	-	-	-	-		0%			0%
6010	Net Pension Liability Reserve		82,750	82,750	82,750	-	-	-	-		0%			0%
6025	General Reserve		291,007	291,007	291,007	-	-	-	-		0%			0%
6030	Compensated Absences Reserve		83,329	76,607	76,607	-	-	-	-		0%			0%
TOTAL CONTINGENCIES & RESERVES			\$ 562,587	\$ 555,865	\$ 605,865	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
TOTAL APPROPRIATION		\$ 970,269	\$ 1,617,596	\$ 1,692,596	\$ 1,862,066	\$ 282,681.87	\$ 84,039.94	\$ 59,932.49	\$ 82,031.02	\$ 508,685	30%	\$ 642,431	\$ 1,151,116	62%

ACCT #	ACCOUNT NAME	ACTUAL YEAR-END FY 14-15	APPROVED FY 15-16 BUDGET	APPROVED FY 15-16 BUDGET	AMENDED FY 15-16 BUDGET	THRU 1st Quarter	OCT	NOV	DEC	THRU MIDYEAR	PERCENT OF AMENDED BUDGET	PROJECTED REMAINING	PROJECTED YEAR-END (AMENDED)	PROJECTED YEAR-END (AMENDED)
	CONTRIBUTION REVENUES													
	Use of Money:													
8500	Interest	\$ 4,287	\$ 4,000	\$ 4,000	\$ 4,000	\$ 812.68	\$ 1,277.50	\$ -	\$ -	\$ 2,090	52%	\$ 2,250	\$ 4,340	109%
	Mandatory Contribution from Governments:													
8842	Local Government -- For FY 2015-16 apportionment to County, Cities, and Independent Special Districts of approximately \$294,039 each	864,822	882,117	882,117	882,117	882,117.00	-	-	-	882,117	100%	-	882,117	100%
	Fees and Deposits (Current Services):													
9545	Individual Notice	5,912	4,900	4,900	71,780	29,100.00	(23,600.00)	1,000.00	4,250.00	10,750	219%	62,980	73,730	103%
9555	Legal Services	9,195	7,475	7,475	20,596	14,845.58	1,150.00	1,150.00	2,300.00	19,446	260%	1,150	20,596	100%
9655	GIMS Fees	7,580	2,400	2,400	2,400	400.00	-	2,000.00	570.00	2,970	124%	-	2,970	124%
9660	Environmental	12,005	4,950	4,950	4,950	3,850.00	900.00	750.00	1,500.00	7,000	141%	750	7,750	157%
9800	LAFCO Fees	95,619	38,750	84,614	165,614	132,350.47	32,000.00	15,000.00	39,250.00	218,600	258%	5,700	224,300	135%
	Total Fees and Deposits	130,311	58,475	104,339	265,340	180,546.05	10,450.00	19,900.00	47,870.00	258,766	248%	70,580	329,346	124%
	TOTAL CONTRIBUTION REVENUES	\$ 999,420	\$ 944,592	\$ 990,456	\$ 1,151,457	\$ 1,063,475.73	\$ 11,727.50	\$ 19,900.00	\$ 47,870.00	\$ 1,142,973	115%	\$ 72,830	\$ 1,215,804	106%
	OTHER REVENUES													
9910	Refunds from Prior Year Revenue	\$ (2,472)	\$ (2,000)	\$ (2,000)	(2,000)	\$ (30.00)	\$ -	\$ -	\$ -	\$ (30)	2%	\$ -	\$ (30)	2%
9930	Miscellaneous Revenues	2,211	495	495	8,964	2,510.00	200.00	-	8,468.75	11,179	2258%	-	11,179	125%
9970	Carryover of Open Proposals/Projects	16,510				55,114.00				55,114		-	55,114	
9970	Carryover from Prior Year, Unassigned	250,087	157,824	186,960	186,960	186,960.00				186,960	100%	-	186,960	100%
	TOTAL CONTRIBUTION REVENUES	266,335	156,319	185,455	193,924	244,554.00	200.00	-	8,468.75	253,223	137%	-	253,223	131%
	TOTAL REVENUES	1,265,755	1,100,911	1,175,911	1,345,381	1,308,029.73	11,927.50	19,900.00	56,338.75	1,396,196	119%	72,830	1,469,026.26	109%
	RESERVES FROM PRIOR YEAR, as of July 1													
9970	Contingency	99,872	87,356	87,356	87,356	87,355.73				\$ 87,356	100%	\$ -	\$ 87,356	100%
9970	Net Pension Liability Reserve	46,780	56,432	56,432	56,432	56,432.00				56,432	100%	-	56,432	100%
9970	General Reserve	250,000	300,000	300,000	300,000	300,000.00				300,000	100%	-	300,000	100%
9970	Compensated Absences Reserve	66,620	72,897	72,897	72,897	72,897.00				72,897	100%	-	72,897	100%
	TOTAL RESERVES FROM PRIOR YEAR	\$ 463,272	\$ 516,685	\$ 516,685	\$ 516,685	\$ 516,684.73	\$ -	\$ -	\$ -	\$ 516,685	100%	\$ -	\$ 516,685	100%
	TOTAL REVENUE AND RESERVES	\$ 1,729,027	\$ 1,617,596	\$ 1,692,596	\$ 1,862,066	\$ 1,824,714.46	\$ 11,927.50	\$ 19,900.00	\$ 56,338.75	\$ 1,912,881	113%	\$ 72,830	\$ 1,985,711	107%
	Note: Spreadsheet utilizes the cash basis of accounting and does not include accrual/reversal data which do not affect fund balance.													

**Chart Illustrating Yearly Proposal,
Service Contract, and Service Review
Activity**

Attachment 2

Activity Chart



**Materials Related to County Ordinance
Relating to Compensation and Working
Conditions of the Exempt Group**

Attachment 3

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

101

December 15, 2015

**FROM: GREGORY C. DEVEREAUX, Chief Executive Officer
County Administrative Office**

**SUBJECT: INTRODUCTION OF AN ORDINANCE RELATING TO COMPENSATION AND
WORKING CONDITIONS OF THE EXEMPT GROUP**

RECOMMENDATION(S)

1. Consider proposed ordinance relating to compensation and working conditions of the Exempt Group
2. Make alterations, if necessary, to proposed ordinance.
3. Approve introduction of proposed ordinance.
4. Read title only of proposed ordinance; waive reading of the entire text and SCHEDULE FOR FINAL ADOPTION ON TUESDAY, JANUARY 12, 2016, on the Consent Calendar.
5. Establish the classification of Investment Officer, Exempt C, FLSA Exempt. Establish salary for new classification at R71 as a Minute Order Amendment to the Salary Ordinance.
6. Authorize the addition of one new position classified to Investment Officer, Exempt C, R71.
7. Consider proposed ordinance amending Ordinance 1904, by adding Investment Officer (Position No. 89406) to the Unclassified Service of the County.
8. Make alterations, if necessary, to proposed ordinance.
9. Approve introduction of proposed ordinance.
10. Read title only of proposed ordinance; waive reading of the entire text and SCHEDULE FOR FINAL ADOPTION ON TUESDAY, JANUARY 12, 2016 on the Consent Calendar.
11. Direct the Clerk of the Board to amend the County Conflict of Interest Code List of Designated Employees to include the new classification of Investment Officer in disclosure category 5.
(Presenter: Gregory C. Devereaux, Chief Executive Officer, 387-5418)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Create, Maintain and Grow Jobs and Economic Value in the County.

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

The total estimated ongoing cost for the Exempt Group compensation ordinance is \$370,000 in 2015-16 (partial year), \$2.0 million in 2016-17, \$4.1 million in 2017-18 and \$6.7 million in 2018-19. This will result in the use of additional ongoing Discretionary General Funding (Net County Cost) of \$170,000 in 2015-16 (partial year), \$940,000 in 2016-17, \$1.9 million in 2017-18 and \$3.1 million in 2018-19. Approval of the necessary budget adjustments for 2015-16 is not requested at this time, but will be included on a future quarterly budget report presented to the

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Board of Supervisors for approval. Sufficient appropriation will also be included in subsequent recommended budgets.

BACKGROUND INFORMATION

Recently, seven bargaining units represented by SBPEA Teamsters Local 1932 (Union), which represents approximately 11,000 employees, agreed to compensation and benefit enhancements, which included across the board wage increases, establishment of new differentials, and an increase in the medical premium subsidy.

To ensure consistency, it is proposed that the Exempt Group classifications receive the following:

- A one percent (1.0%) across-the-board wage increase effective January 9, 2016, a one percent (1.0%) across-the-board wage increase effective July 23, 2016, a two percent (2.0%) across-the-board wage increase effective July 22, 2017, and a three percent (3.0%) across-the-board wage increase effective July 21, 2018; and
- An annual \$750 Certified Public Accountant (CPA) Certification Stipend for employees in certain classifications who, in addition to the requirements of their classification, attain and maintain a valid CPA License;
- An increase to the existing recruitment bonus from \$500 to up to \$1,000;
- A two percent (2.0%) Auditing Pay Differential for employees in certain classifications who are required to directly oversee auditing functions;
- A two percent (2.0%) 15-year longevity pay, effective December 10, 2016;
- An increase to the fixed dollar bi-weekly Medical Premium Subsidy by \$4.50 for Employee Only, \$8.96 for Employee + 1, and \$12.70 for Employee + 2, effective July 21, 2018.

The proposed ordinance will become effective in the pay period immediately following its adoption, which will be pay period 3 of 2016 should the Board adopt the ordinance on January 12, 2016.

A recent reorganization of the Treasurer and Investment Divisions of the Auditor-Controller/Treasurer/ Tax Collector Department includes the addition of a position to assist the Chief Deputy Treasurer in the oversight of the Investment Division Staff and the County's investment portfolio with the authority to make investment and trading decisions. Due to the high level and sensitivity of decision making authority granted this position, a new classification in the unclassified service is recommended: Investment Officer, Range 71, Exempt C.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (W. Andrew Hartzell, Principal Assistant County Counsel, 387-5455) on December 7, 2015; Human Resources (Bob Windle, Assistant Director, 387-5570) on December 2, 2015; Finance (Ginger Porter, Administrative Analyst, 387-4883) on December 2, 2015; and County Finance and Administration (Katrina Turturro, Deputy Executive Officer, 387-5423) on December 7, 2015.

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ORDINANCE NO.

AN ORDINANCE OF THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, AMENDING THE SAN
BERNARDINO COUNTY CODE, RELATING TO
COMPENSATION AND TERMS AND CONDITIONS OF
EMPLOYMENT OF COUNTY EMPLOYEES.

The Board of Supervisors of the County of San Bernardino, State of California,
ordains as follows:

SECTION 1. Subsection 13.0602(b) is added to Chapter 6 of Division 3 of Title 1
of the San Bernardino County Code, to read:

13.0602 Basic Salary Schedules.

(b) The following wage increases shall be included in the salary schedules for
Exempt Group employees and all non-represented employees, as are on file with the
Clerk of the Board of Supervisors:

Effective January 9, 2016, the County shall provide all classifications in
the Exempt Group other than those classifications listed in Section 13.0604(a) with a
one percent (1.00%) across the board salary increase.

Effective July 23, 2016, the County shall provide all classifications in the
Exempt Group other than those classifications listed in Section 13.0604(a) with a one
percent (1.00%) across the board salary increase.

Effective July 22, 2017, the County shall provide all classifications in the
Exempt Group other than those classifications listed in Section 13.0604(a) with a two
percent (2.00%) across the board salary increase.

Effective July 21, 2018, the County shall provide all classifications in the
Exempt Group other than those classifications listed in Section 13.0604(a) with a three
percent (3.00%) across the board salary increase.

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SECTION 2. Section 13.0604 of the San Bernardino County Code is amended,
to read:

13.0604 List of Exempt Group Classifications.

(a) Exempt – Executive County Administrators

(1) Table 1

Classifications	Exempt Group	Annual Salary A Effective 1/9/16	Annual Salary B Effective 1/9/16
Agricultural Commissioner/Sealer	B	\$144,590	\$148,204
Assistant Executive Officer-Finance and Administration	A	\$213,237	\$218,568
Assistant Executive Officer-Human Services	A	\$213,237	\$218,568
Behavioral Health Medical Director	C	\$287,850	\$295,046
Chief Executive Officer	A	\$308,050	\$315,751
Chief Information Officer	A	\$192,592	\$197,407
Chief Probation Officer	B	\$172,952	\$177,276
Clerk of the Board of Supervisors	B	\$139,468	\$142,954
County Chief Financial Officer	A	\$192,097	\$196,900
County Clerk	N/A	\$10,007	\$10,258
County Counsel	A	\$232,418	\$238,229
County Librarian	B	\$140,739	\$144,258
Director of Aging and Adult Services	B	\$140,791	\$144,311
Director of Airports	B	\$137,317	\$140,750
Director of Architecture and Engineering	B	\$139,640	\$143,130
Director of Arrowhead Regional Medical Center	A	\$256,516	\$262,928
Director of Behavioral Health	B	\$186,939	\$191,612
Director of Central Collections	N/A	\$14,946	\$15,320
Director of Child Support*	B	\$178,576	\$183,040
Director of County Museum	B	\$129,974	\$133,223
Director of County Safety and Security	N/A	\$28,019	\$28,720
Director of Economic Development	B	\$136,490	\$139,902
Director of Facilities Management	B	\$129,974	\$133,223
Director of Fleet Management	B	\$129,974	\$133,223
Director of Human Resources	A	\$188,277	\$192,984
Director of Land Use Services	B	\$166,250	\$170,406
Director of Preschool Services	B	\$140,791	\$144,311
Director of Public Works	B	\$190,749	\$195,518

Director of Purchasing	B	\$133,833	\$137,179
Director of Real Estate Services	B	\$129,974	\$133,223
Director of Risk Management	B	\$131,853	\$135,150
Director of Transitional Assistance	B	\$161,729	\$165,772
Director of Veterans' Affairs	B	\$129,974	\$133,223
Director, Children and Family Services	B	\$182,770	\$182,770
Director, Community Development and Housing	B	\$136,490	\$139,902
Director, Regional Parks	B	\$130,762	\$134,031
Director, Workforce Development	B	\$136,490	\$139,902
Economic Development Administrator	B	\$171,206	\$175,486
Public Defender	B	\$210,639	\$215,905
Public Health Director	B	\$162,846	\$166,918
Redevelopment Administrator	B	\$136,490	\$139,902
Registrar of Voters	B	\$150,107	\$153,860

Employees who were in a classification listed under this subsection (a)(1) on March 21, 2015 and have completed 2,080 service hours in that classification will advance to the corresponding salary provided in the "Annual Salary B" on January 9, 2016. Employees who were in a classification listed under this subsection (a)(1) on March 21, 2015 and who have not completed 2,080 service hours in that classification, and employees hired into one of these classifications after March 21, 2015, but before March 19, 2016, will remain at the corresponding salary provided in the "Annual Salary A" and will advance to the corresponding salary provided in the "Annual Salary B" upon completion of the required service hours (i.e., 2,080) or on March 19, 2016, whichever is sooner.

Employees hired into a classification listed under this subsection (a)(1) on or after March 19, 2016 will be immediately eligible for the corresponding salary provided in the "Annual Salary B."

*Salary effective January 9, 2016, \$172,266 upon position vacancy.

(2) Table 2

Classifications	Exempt Group	Annual Salary Effective 7/23/16	Annual Salary Effective 7/22/17	Annual Salary Effective 7/21/18
Agricultural Commissioner/Sealer	B	\$149,686	\$152,680	\$157,260
Assistant Executive Officer-Finance and Administration	A	\$220,754	\$225,169	\$231,924
Assistant Executive Officer-Human Services	A	\$220,754	\$225,169	\$231,924
Behavioral Health Medical Director	C	\$297,996	\$303,956	\$313,075
Chief Executive Officer	A	\$318,909	\$325,287	\$335,046
Chief Information Officer	A	\$199,381	\$203,369	\$209,470
Chief Probation Officer	B	\$179,049	\$182,630	\$188,109
Clerk of the Board of Supervisors	B	\$144,384	\$147,272	\$151,690

1	County Chief Financial Officer	A	\$198,869	\$202,846	\$208,931
2	County Clerk	N/A	\$10,361	\$10,568	\$10,885
3	County Counsel	A	\$240,611	\$245,423	\$252,786
3	County Librarian	B	\$145,701	\$148,615	\$153,073
4	Director of Aging and Adult Services	B	\$145,754	\$148,669	\$153,129
5	Director of Airports	B	\$142,158	\$145,001	\$149,351
5	Director of Architecture and Engineering	B	\$144,561	\$147,452	\$151,876
6	Director of Arrowhead Regional Medical Center	A	\$265,557	\$270,868	\$278,994
7	Director of Behavioral Health	B	\$193,528	\$197,399	\$203,321
8	Director of Central Collections	N/A	\$15,473	\$15,782	\$16,255
8	Director of Child Support*	B	\$184,870	\$188,567	\$194,224
9	Director of County Museum	B	\$134,555	\$137,246	\$141,363
10	Director of County Safety and Security	N/A	\$29,007	\$29,587	\$30,475
10	Director of Economic Development	B	\$141,301	\$144,127	\$148,451
11	Director of Facilities Management	B	\$134,555	\$137,246	\$141,363
12	Director of Fleet Management	B	\$134,555	\$137,246	\$141,363
12	Director of Human Resources	A	\$194,914	\$198,812	\$204,776
13	Director of Land Use Services	B	\$172,110	\$175,552	\$180,819
14	Director of Preschool Services	B	\$145,754	\$148,669	\$153,129
14	Director of Public Works	B	\$197,473	\$201,422	\$207,465
15	Director of Purchasing	B	\$138,551	\$141,322	\$145,562
16	Director of Real Estate Services	B	\$134,555	\$137,246	\$141,363
16	Director of Risk Management	B	\$136,502	\$139,232	\$143,409
17	Director of Transitional Assistance	B	\$167,430	\$170,779	\$175,902
18	Director of Veterans' Affairs	B	\$134,555	\$137,246	\$141,363
18	Director, Children and Family Services	B	\$184,598	\$188,290	\$193,939
19	Director, Community Development and Housing	B	\$141,301	\$144,127	\$148,451
20	Director, Regional Parks	B	\$135,371	\$138,078	\$142,220
21	Director, Workforce Development	B	\$141,301	\$144,127	\$148,451
21	Economic Development Administrator	B	\$177,241	\$180,786	\$186,210
22	Public Defender	B	\$218,064	\$222,425	\$229,098
23	Public Health Director	B	\$168,587	\$171,959	\$177,118
23	Redevelopment Administrator	B	\$141,301	\$144,127	\$148,451
24	Registrar of Voters	B	\$155,399	\$158,507	\$163,262

*Salary effective July 23, 2016, \$173,989; July 22, 2017, \$177,469; July 21, 2018, \$182,793 upon position vacancy.

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(b) Exempt – Associate Administrators

Classification	Exempt Group	Grade
Administrative Analyst I	D	56
Administrative Analyst II	C	66
Administrative Analyst III	C	73
Administrative Analyst Trainee	D	45T
ARMC Chief Compliance Officer	C	75
ARMC Chief Financial Officer	B	100
ARMC Chief Operating Officer	B	98
ARMC Medical Director	C	108
ARMC Project Administrator	C	57
Assistant Administrator, Economic Development Agency	B	85
Assistant Agricultural Commissioner/Sealer	C	75
Assistant Assessor-Recorder	B	80
Assistant Chief Information Officer	C	86
Assistant Chief Probation Officer	C	85
Assistant County Librarian	C	73
Assistant Director of Airports	C	73
Assistant Director of Behavioral Health	C	86
Assistant Director of Child Support	C	85
Assistant Director of Children & Family Services	C	85
Assistant Director of Facilities Management	C	73
Assistant Director of Human Resources	C	87
Assistant Director of Land Use Services	C	84
Assistant Director of Preschool Services	C	78
Assistant Director of Public Health	C	82
Assistant Director of Real Estate Services	C	77
Assistant Director of Real Estate Services - Project Mgmt Division	C	77
Assistant Director of Risk Management	C	77
Assistant Director of Transitional Assistance	C	84
Assistant District Attorney	B	97
Assistant Hospital Administrator - Ambulatory Services	C	74
Assistant Hospital Administrator - Behavioral Health	C	75
Assistant Hospital Administrator - Nursing Services	C	75
Assistant Public Defender	C	97
Assistant Recorder	B	80
Assistant Registrar of Voters	C	78
Assistant Sheriff	C	93

1	Associate Hospital Administrator Patient Services	C	82
2	Associate Hospital Administrator Professional Services	C	82
3	Asst Auditor-Controller/Treasurer/Tax Collector	B	84
4	ATC Project Administrator	C	57
	Auditor-Controller Division Chief	C	76
5	Auditor-Controller Manager	C	71
6	Board of Supervisor's Administrative Analyst	B	73
	Board of Supervisor's Chief of Staff	B	84
7	Building Official	C	79
8	Chief Administrative Analyst	C	80
	Chief Appraiser	C	76
9	Chief Assistant County Counsel	B	98
10	Chief Assistant District Attorney	B	100
	Chief Compliance Officer -Behavioral Health	C	72
11	Chief Deputy Clerk of Board of Supervisors	C	73
12	Chief Deputy County Museum	C	65
	Chief Deputy District Attorney	C	94
13	Chief Deputy Public Defender	C	94
14	Chief Deputy Recorder	C	76
	Chief Deputy Registrar of Voters	C	65
15	Chief Deputy Treasurer	C	76
16	Chief Learning Officer	C	78
	Chief Medical Information Officer	C	90
17	Chief Nursing Officer	C	90
18	Chief of Animal Care and Control	C	80
	Chief of Assessment Services	C	76
19	Chief of Clinical Operations	C	71
20	Chief of Community Health and Nursing Services	C	80
	Chief of County Counsel's Administration	C	70
21	Chief of District Attorney Administration	C	73
22	Chief of Environmental Health Services	C	80
	Chief of Public Defender's Administration	C	70
23	Chief Public Works Engineer	C	82
24	Child Support Chief Attorney	C	90
	Children's Network Officer	C	69
25	Code Enforcement Chief	C	79
26	Community Services Finance and Operations Chief	C	73
	Contracts and Compliance Officer	C	75
27	County Chief Operating Officer	B	98
28	County Counsel Research Attorney I	C	62T

1	County Counsel Research Attorney II	C	71
2	County Surveyor	C	82
3	Department Technology Chief	C	82
4	Departmental IS Administrator	C	80
5	Deputy Chief of Community Health Services	C	73
6	Deputy Chief of Network Services	C	77
7	Deputy Chief Probation Administrator	C	77
8	Deputy Chief Probation Officer	C	81
9	Deputy County Counsel I	C	62T
10	Deputy County Counsel II	C	71T
11	Deputy County Counsel III	C	78T
12	Deputy County Counsel IV	C	84C
13	Deputy County Counsel V	C	87C
14	Deputy Director Behavioral Health - Program Services	C	83
15	Deputy Director DAAS	C	73
16	Deputy Director of Alcohol & Drug Abuse Program Services	C	83
17	Deputy Director of Governmental & Legislative Affairs	B	73
18	Deputy Director of Regional Parks	C	77
19	Deputy Director of Risk Management	C	71
20	Deputy Director, Behavioral Health - Admin Services	C	83
21	Deputy Director, Behavioral Health Quality Management	C	83
22	Deputy Director, Child Support	C	73
23	Deputy Director, Children and Family Services	C	73
24	Deputy Director, Community Development and Housing	C	74
25	Deputy Director, Economic Development	C	74
26	Deputy Director, Facilities Management	C	71
27	Deputy Director, Preschool Services	C	73
28	Deputy Director, Program Development	C	73
	Deputy Director, Redevelopment Agency	C	74
	Deputy Director, Sheriff's Coroner Division	C	75
	Deputy Director, Transitional Assistance	C	73
	Deputy Director, Workforce Development	C	74
	Deputy Executive Officer	B	89
	Deputy Public Information Officer	C	66
	Director of Governmental Legislative Affairs	B	80
	Director of Public Relations and Marketing	C	68
	District Attorney Assistant Chief	C	83
	District Attorney Chief Investigator	C	89
	District Attorney, Public Affairs Officer	C	67

1	Division Chief, Disease Control	C	80
2	Division Chief, Program Integrity and Development	C	80
3	Economic Development Manager	C	69
4	EMACS Manager	C	71
5	Employee Relations Chief	C	80
6	Ethics Resource Officer	D	64
7	Field Representative	B	63
8	Franchise Programs Analyst	C	65
9	Government Relations Analyst I	C	58
10	Government Relations Officer	B	63
11	Government Relations Analyst II	C	66
12	Health Officer	C	96
13	Homeless Services Officer	C	72
14	HS Administrative Manager	D	60
15	HSS Auditing Manager	C	75
16	HSS Program Integrity Division Chief	C	73
17	Human Resources Analyst I	D	60
18	Human Resources Analyst II	D	65
19	Human Resources Analyst III	C	71
20	Human Resources Analyst Trainee	D	47T
21	Human Resources Benefits Chief	C	85
22	Human Resources Deputy Director	C	84
23	Human Resources Division Chief	C	80
24	Human Resources Officer I	C	65
25	Human Resources Officer II	C	71
26	Human Resources Officer III	C	76
27	Human Resources Section Manager	C	73
28	Information Services Division Chief	C	82
	Information Services Finance Officer	C	71
	Information Services Security Officer	C	71
	Investment Officer	C	71
	Labor Negotiator	C	80
	Labor Relations Financial Analyst	D	57
	Legislative Analyst I	D	56
	Legislative Analyst II	C	66
	Legislative Analyst III	C	73
	Legislative Program Manager	C	66
	Network Services Division Chief	C	82
	Payroll Supervisor	C	68
	Planning Director	C	82
	Principal Administrative Analyst	C	77

1	Principal Appraiser	C	65
2	Principal Assistant County Counsel	B	92
3	Principal Management Analyst	B	84
4	Probation Health Services Manager	C	73
5	Public Health Chief Financial Officer	C	80
6	Public Health Division Chief	C	80
7	Public Health Medical Director	C	92
8	Public Information Officer	B	83
9	Public Works Chief Financial Officer	C	80
10	Real Estate Services Manager	C	67
11	Risk Assessment Officer	C	70
12	SBCERA Assistant Chief Investment Officer	B	89
13	Sheriff Deputy Director of Administrative Services	C	84
14	Sheriff's Administrative Manager	C	73
15	Sheriff's Captain	C	82
16	Sheriff's Deputy Chief	C	88
17	Sheriff's Financial Manager	C	73
18	Sheriff's Health Services Manager	C	75
19	Small Business Development Manager	C	69
20	Solid Waste Management Division Manager	C	82
21	Special Assistant Deputy District Attorney	C	88
22	Special Assistant to the District Attorney	B	97
23	Supervising Deputy County Counsel	C	90
24	Systems Development Division Chief	C	82
25	Systems Support Division Chief	C	82
26	Undersheriff	B	98
27	Victim Services Chief	C	71

The designation of "T" is for purposes of the County's EMACS payroll system.

(c) Exempt – Executive Assistants

Classification	Exempt Group	Grade
Administrative Aide (K)	C	57
Administrative Aide to County Counsel	C	57
County Counsel Law Clerk	C	58
County Counsel Lead Secretary	D	48
County Counsel Paralegal	D	50
Executive Assistant	D	57

Executive Assistant to the District Attorney	D	57
Executive Secretary I	D	40
Executive Secretary II	D	45
Executive Secretary III -Classified	D	50
Executive Secretary III-Unclassified	C	50
Executive Secretary, Board of Supervisors	C	52
Secretary, Civil Service Commission	D	45
Sheriff's Special Assistant	C	57

SECTION 3. Subsection 13.0613(a)(1) of the San Bernardino County Code is amended, to read:

13.0613 Exempt Group Working Conditions.

(a) Salary Rates and Step Advancements.

(1) Eligibility for Step Advancement. New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this subsection. Variable entrance steps may be established if justified by recruitment needs through step 7 with the approval of the appointing authority and through the top step with the approval of the Director of Human Resources.

Within the base salary range, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. However, when an employee reaches the required number of service hours with 80 hours in each pay period, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of the required length of service hours in the classification, satisfactory work performance, and appointing authority recommendation.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, medical emergency leave, and time without pay shall not count toward step advancements. Unless otherwise approved by the Board of Supervisors, step advancements within a base salary range shall be based upon a one step increment,

approximately two and one-half percent (2.5%). The employee shall be eligible for the first step advancement after completion of 1,040 hours and subsequent step advancements after completion of additional increments of 2,080 hours until the top step of the range is reached.

SECTION 4. Subsection 13.0613(i)(1)(B)(I) of the San Bernardino County Code is amended, to read:

13.0613 Exempt Group Working Conditions.

(i) Medical Insurance and Retirement System Contributions.

(1) Medical Insurance Contributions.

(B) Medical and Dental Subsidies.

(I) The County has established a Medical Premium Subsidy (MPS) to offset the cost of medical and dental plan premiums charged to eligible employees. The MPS shall be applied first to medical plan premiums and then to dental plan premiums. The applicable MPS amount shall be paid directly to the providers of the County-sponsored medical and dental plans in which the eligible employee has enrolled. In no case, shall the MPS exceed the total cost of the medical and dental insurance premium for the coverage selected.

The following are the MPS amounts:

	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$115.00	\$230.00
Employee + 1	\$176.12	\$352.23
Employee + 2	\$241.32	\$482.64

Effective 7/21/18 the following MPS amounts apply:

	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$117.25	\$234.50
Employee + 1	\$180.60	\$361.19
Employee + 2	\$247.67	\$495.34

SECTION 5. Subsection 13.0613(i)(3) of the San Bernardino County Code is amended, to read:

13.0613 Exempt Group Working Conditions

(i) Medical Insurance and Retirement System Contributions.

(3) Flexible Spending Account (FSA) for medical related expenses.

The County has established a medical expense reimbursement plan, flexible spending account (FSA) for Exempt Group employees in regular positions. The Exempt FSA is established in accordance with the provisions of Internal Revenue Code section 125. The Employee Benefits and Services Division will serve as the plan's administrator and will administer the Exempt FSA in accordance with the County's exempt medical expense reimbursement plan document.

Eligible employees may contribute to the Exempt FSA, on a pre-tax basis, up to the IRC maximum per biweekly pay period. The County will contribute up to \$40.00 per biweekly pay period, matching employee contributions dollar for dollar. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the plan year except as permitted by the IRC. Any unused amounts remaining in an employee's account at the end of the Plan year shall be forfeited except as permitted by the IRC and the County's exempt medical expense reimbursement plan document.

SECTION 6. Subsection 13.0613(v)(3)(A) of the San Bernardino County Code is amended, to read:

13.0613 Exempt Group Working Conditions.

(v) Recruitment and Referral Bonus Programs.

(3) Recruitment Bonus.

(A) Bonus Amount and Method of Payment. The eligible employee hired into a position/ classification certified for participation in the program shall receive no less than five hundred dollars (\$500.00) and no more than one-thousand dollars (\$1,000) upon hire. An additional \$1,000.00 shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.

SECTION 7. Subsection 13.0613(jj) is added to Chapter 6 of Division 3 of Title 1 of the San Bernardino County Code, to read:

13.0613 Exempt Group Working Conditions.

(jj) Longevity Pay.

Effective December 10, 2016, Exempt Group employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the County. Longevity pay shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

Total Completed Service	Compensation
31,200 Continuous Service Hours (15 years)	2.0%

For purposes of longevity pay only, a year of completed County service is defined as 2,080 service hours with the County.

SECTION 8. Subsection 13.0613(kk) is added to Chapter 6 of Division 3 of Title 1 of the San Bernardino County Code, to read:

13.0613 Exempt Group Working Conditions.

(kk) Certified Public Accountant Stipend.

Effective Pay Period 15 of 2016, the County shall establish a \$750 annual Certified Public Accountant (CPA) Stipend for employees in the following classifications who attain and maintain a valid CPA License:

- Administrative Analyst I
- Administrative Analyst II
- Administrative Analyst III
- ARMC Chief Financial Officer
- Assistant Auditor-Controller/Treasurer/Tax Collector
- Assistant Executive Officer-Finance & Administration
- Auditor-Controller Division Chief
- Auditor-Controller Manager
- Chief Administrative Analyst
- Chief Deputy Treasurer
- County Chief Financial Officer
- Deputy Executive Officer - Finance and Admin
- Director of Central Collection
- HSS Auditing Manager
- Labor Relations Financial Analyst
- Principal Administrative Analyst
- Public Health Chief Financial Officer
- Public Works Chief Financial Officer
- Sheriff's Financial Manager

The annual CPA stipend shall be paid in a lump sum to eligible employees in regular positions who are licensed CPAs, and are in paid status in the pay period that

1 includes July 1 of each year. An eligible employee in a regular position who is part-time
2 or job-sharing shall be eligible for a prorated lump-sum payment based on regularly
3 scheduled hours. An employee who is licensed as a CPA after July 1, or who is
4 appointed after July 1, shall receive a prorated CPA stipend payment at the time of
5 licensure or appointment, as applicable. Such proration shall be based upon the
6 remaining number of pay periods in the fiscal year nearest his or her appointment.

7 Eligible employees who are not in paid status (i.e., not coding paid hours) in the
8 pay period that includes July 1 shall receive a prorated CPA stipend payment upon
9 return to paid status. Such proration shall be based upon the remaining number of pay
10 periods in the fiscal year nearest their return to paid status. However, an employee who
11 is not in paid status during the entire fiscal year (i.e., not in paid status from pay period
12 15 of one year through pay period 14 of the following year) shall not receive the annual
13 CPA stipend for the fiscal year(s) during which he/she was not in paid status at all. For
14 example, if an employee is not in paid status from June of 2016 through September
15 2017, and then returns to paid status in October 2017, the employee shall receive a
16 prorated CPA stipend payment for FY 2017/2018 upon their return to paid status but
17 shall not receive the FY 2016/2017 stipend because the employee was not in paid
18 status for the entire 2016/2017 fiscal year. Any employee separating from County
19 employment at the conclusion of a leave of absence shall not receive the CPA stipend.
20

21 SECTION 9. Section 13.0613(II) is added to Chapter 6 of Division 3 of Title 1 of
22 the San Bernardino County Code, to read:

23 **13.0613 Exempt Group Working Conditions.**

24 (II) Auditing Pay Differential.

25 Effective January 9, 2016, employees in the classifications
26 designated below who are required by the appointing authority to directly oversee the
27 auditing functions shall receive a differential of two percent (2.0%) above the
28 employee's base rate of pay for all hours actually worked, up to eighty (80) hours per

1 pay period:

- 2 • HSS Auditing Manager
- 3 • Auditor-Controller Manager
- 4 • Auditor-Controller Division Chief

5
6 Audits must have resulted in the preparation of reports indicating the audits were
7 conducted in accordance with the AICPA, IIA, IFAC, GAGAS, SSAE or PCAOB or other
8 comparable national or international organization or state or federal regulation
9 standards and/or regulations. Eligibility for this differential is at the discretion of the
10 appointing authority.

11
12 SECTION 10. Effective September 15, 2015, the second paragraph of Section
13 13.0613(w)(9) is deleted.

14
15 SECTION 11. This ordinance shall take effect immediately upon adoption,
16 pursuant to the provisions of Government Code section 25123.

17
18 _____
19 JAMES RAMOS, Chairman
20 Board of Supervisors

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

24 LAURA H. WELCH, Clerk of the
25 Board of Supervisors
26 _____
27
28

1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF SAN BERNARDINO)

4 I, LAURA H. WELCH, Clerk of the Board of Supervisors of the County of San
5 Bernardino, State of California, hereby certify that at a regular meeting of the Board of
6 Supervisors of said County and State, held on the _____ day of _____, 2016,
7 at which meeting were present Supervisors: _____

8 and the Clerk, the foregoing ordinance was passed and adopted by the following vote,
9 to wit:

10 AYES: SUPERVISORS:

11 NOES: SUPERVISORS:

12 ABSENT: SUPERVISORS:

13 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
14 seal of the Board of Supervisors this _____ day of _____, 2016.

15 LAURA H. WELCH, Clerk of the
16 Board of Supervisors of the
17 County of San Bernardino,
18 State of California

19 _____
20 Deputy

21 Approved as to Form:

22 JEAN-RENE BASLE
23 County Counsel

24 By: _____
25 KENNETH C. HARDY
26 Deputy County Counsel

27 Date: _____
28

**Draft Resolution No. 3210 to Revise and
Amend its Policy and Procedure Manual**

Attachment 4

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

215 North "D" Street, Suite 204, San Bernardino, CA 92415-0490
(909) 388-0480 • Fax (909) 885-8170
E-mail: lafoo@lafoo.sbcounly.gov
www.sbcilafoo.org

RESOLUTION NO. 3210

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, REVISING AND AMENDING SECTION III (HUMAN RESOURCES) OF ITS POLICY AND PROCEDURE MANUAL

On Wednesday, January 27, 2016, on motion of Commissioner _____, duly seconded by Commissioner _____, and carried, the Local Agency Formation Commission adopts the following resolution:

SECTION 1. The Local Agency Formation Commission for San Bernardino County, State of California (hereafter shown as "LAFCO"), hereby finds and determines that it wishes to revise and amend its Policy and Procedure Manual approved by the Commission at its August 15, 2015 hearing. Revision is to add a 15-year longevity pay effective December 2016. Amendments include across-the-board-salary increases for the three year term of the County Exempt Compensation Plan, an increase in Medical Premium Subsidy effective July 2018, modifies the authority of the Executive Officer to hire an employee through Step 7.

SECTION 2. The Local Agency Formation Commission for San Bernardino County therefore resolves and orders that the following changes to the Policy and Procedure Manual are approved:

1. Chapter 2 (Employment), Policy 2 (Compensation) is amended to read as follows:

...

- B. The following shall be the salary ranges for LAFCO positions (*Added June 16, 2011; Amended May 16, 2012; Amended October 22, 2014; Amended April 15, 2015; Amended January 27, 2016*):

RESOLUTION NO. 3210

Effective January 9, 2016, the following shall be the salary ranges for LAFCO positions (1.0% increase):

Position	Hourly Range	Annual Range
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$37.09 to \$51.07	\$77,147 to \$106,226
Project Manager	\$29.00 to \$39.94	\$60,320 to \$83,075
LAFCO Analyst – GIS/Database Manager	\$25.07 to \$34.45	\$52,146 to \$71,656
Clerk to the Commission/Office Manager	\$21.63 to \$29.74	\$44,990 to \$61,859
Administrative Assistant	\$17.81 to \$24.47	\$37,045 to \$50,898

Effective July 23, 2016, the following shall be the salary ranges for LAFCO positions (1.0% increase):

Position	Hourly Range	Annual Range
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$37.46 to \$51.58	\$77,917 to \$107,286
Project Manager	\$29.29 to \$40.34	\$60,923 to \$83,907
LAFCO Analyst – GIS/Database Manager	\$25.32 to \$34.79	\$52,666 to \$72,363
Clerk to the Commission/Office Manager	\$21.85 to \$30.04	\$45,448 to \$62,483
Administrative Assistant	\$17.99 to \$24.71	\$37,419 to \$51,396

Effective July 22, 2017, the following shall be the salary ranges for LAFCO positions (2.0% increase):

Position	Hourly Range	Annual Range
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$38.21 to \$52.61	\$79,476 to \$109,428
Project Manager	\$29.88 to \$41.45	\$62,150 to \$85,592
LAFCO Analyst – GIS/Database Manager	\$25.83 to \$35.49	\$53,726 to \$73,819
Clerk to the Commission/Office Manager	\$22.29 to \$30.64	\$46,363 to \$63,731
Administrative Assistant	\$18.35 to \$25.20	\$38,168 to \$52,416

Effective July 21, 2018, the following shall be the salary ranges for LAFCO positions (3.0% increase):

Position	Hourly Range	Annual Range
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$39.36 to \$54.19	\$81,868 to \$112,715
Project Manager	\$30.78 to \$42.38	\$64,022 to \$88,150
LAFCO Analyst – GIS/Database Manager	\$26.60 to \$36.55	\$55,328 to \$76,024
Clerk to the Commission/Office Manager	\$22.96 to \$31.56	\$47,756 to \$65,644
Administrative Assistant	\$18.90 to \$25.96	\$39,312 to \$53,996

...

2. Chapter 2 (Employment), Policy 2 (Compensation) is revised to read as follows:

F. 15-YEAR LONGEVITY PAY

Effective December 10, 2016, LAFCO employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with

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LAFCO. Longevity pay shall be excluded when determining the appropriate rate of pay for a promotion or demotion. For purposes of longevity pay only, a year of completed LAFCO service is defined as 2,080 service hours with LAFCO.

Total Completed Service	Compensation
31,200 Continuous Service Hours (15 years)	2.0%

...

3. Chapter 2 (Employment), Policy 4 (Performance Management) is amended to read as follows:

...

B. ELIGIBILITY FOR STEP ADVANCEMENT

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this section. Variable entrance steps may be established if justified by recruitment needs through Step 7 with the approval of the Executive Officer and through the top step with the approval of the Commission or designee.

...

4. Chapter 5 (Benefits Plan), Policy 2 (Medical and Dental Subsidies) is amended to read as follows:

- A. SB LAFCO has established a Medical Premium Subsidy (MPS) to offset the cost of medical and dental plan premiums charged to eligible employees. The MPS shall be applied first to medical plan premiums and then to dental plan premiums. The applicable MPS amount shall be paid directly to the providers of the County-sponsored medical and dental plan in which the eligible employee has enrolled. In no case, shall the MPS exceed the total cost of the medical and dental insurance premium for the coverage selected.

The following are the MPS amounts:

	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only	\$115.00	\$230.00
Employee +1	\$176.12	\$352.23
Employee +2	\$241.32	\$482.64

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Effective 7/21/18 the following MPS amounts shall apply:

	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only	\$117.25	\$234.50
Employee +1	\$180.60	\$361.19
Employee +2	\$247.67	\$495.34

...

SECTION 3. The Executive Officer of LAFCO is ordered to certify the passage of this resolution and to cause a copy of the revised and amended Policy and Procedure Manual to be posted on the LAFCO Website, and a certified copy of this resolution to be forwarded to the County Administrative Office, each City, Town, and Independent Special District in the County and to affected County Departments for implementation.

THIS ACTION APPROVED AND ADOPTED BY THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN BERNARDINO)

I, KATHLEEN ROLLINGS-McDONALD, Executive Officer of the Local Agency Formation Commission for San Bernardino County, California, do hereby certify this record to be a full, true, and correct copy of the action taken by said Commission, by vote of the members present, as the same appears in the Official Minutes of said Commission at its meeting of January 27, 2016.

DATED:

KATHLEEN ROLLINGS-McDONALD
Executive Officer