<u>AGENDA</u>

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

NORTON REGIONAL EVENT CENTER 1601 EAST THIRD STREET, SAN BERNARDINO

REGULAR MEETING OF NOVEMBER 20, 2019

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.

1. PUBLIC COMMENTS ON CLOSED SESSION

- 2. **CONVENE CLOSED SESSION** Conference Room Adjacent to Event Center Auditorium:
 - Conference with Legal Counsel Existing Litigation (Government Code Section 54956.9(d)(1)) -- San Antonio Heights Association v. County of San Bernardino et al, San Bernardino County Superior Court Case No. CIVDS1715504
 - Conference with Legal Counsel Existing Litigation (Government Code Section 54956.9(d)(1)) -- San Antonio Heights Association v. County of San Bernardino et al, San Bernardino County Superior Court Case No. CIVDS1712771
 - Conference with Legal Counsel Existing Litigation (Government Code Section 54956.9(d)(1)) – C.O.M.E.T. (Citizens of Mentone Empowered Together) v. City of Redlands et al, San Bernardino County Superior Court Case No. CIVDS1906437

3. RECONVENE PUBLIC SESSION

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.

- 4. Approval of Minutes for Regular Meeting of October 21, 2019
- 5. Approval of Executive Officer's Expense Report
- 6. Ratify Payments as Reconciled and Note Cash Receipts for Month of September 2019
- 7. Consent Items Deferred for Discussion

PUBLIC HEARING ITEMS:

- Consideration of: (1) CEQA Statutory Exemption for LAFCO SC#446; and (2) LAFCO SC#446 – Authorization for the Inland Empire Utilities Agency to Provide Services Outside its Boundary and Outside its Sphere of Influence Pursuant to Government Code Section 56133.5
- <u>Consideration of: (1) CEQA Statutory Exemption for LAFCO 3238; and (2) LAFCO 3238 –</u> <u>Reorganization to Include Annexation to the Running Springs Water District and Detachment from</u> <u>the San Bernardino County Fire Protection District, its Mountain Service Zone, and its Zone FP-5</u>
- 10. <u>A. Consideration of: (1) CEQA Statutory Exemption for LAFCO 3235; and (2) LAFCO 3235 Sphere of Influence Amendment (Expansion) for the City of Redlands</u>
 - B. Consideration of: (1) CEQA Statutory Exemption for LAFCO 3236; and (2) LAFCO 3236 – Reorganization to Include Annexation to the City of Redlands and Detachment from SBCFPD, its Valley Service Zone, its Zone FP-5 & CSA 70

DISCUSSION ITEMS:

- 11. Report to the Legislature on Government Code Section 56133.5 Pilot Program
- 12. Update on County Service Area 120 Working Group

INFORMATION ITEMS:

- 13. Legislative Oral Report
- 14. Executive Officer's Oral Report

15. 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.)

16. Comments from the Public

(By Commission policy, the public comment period is limited to five minutes per person for comments related to other items under the jurisdiction of LAFCO not on the agenda.)

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 1170 West Third Street, Unit 150, San Bernardino, during normal business hours, on the LAFCO website at <u>www.sbclafco.org</u>, 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 TAKEN BY THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

REGULAR MEETING

9:00 A.M.

OCTOBER 16, 2019

PRESENT:

COMMISSIONERS:

RS:	Regular Member	Alternate Member
	Jim Bagley	Louisa Amis
	James Curatalo, Vice Chair	Steven Farrell
	Dawn Rowe	
	Larry McCallon, Chair	
	Kimberly Cox	
	Acquanetta Warren	
	Robert Lovingood	

STAFF: Samuel Martinez, Executive Officer Paula de Sousa Mills, LAFCO Legal Counsel Michael Tuerpe, Project Manager Jeffrey Lum, LAFCO Analyst La Trici Jones, Clerk to the Commission

ABSENT:

COMMISSIONERS:	Rick Denison
	Janice Rutherford

9:11 A.M. - CALL TO ORDER - FLAG SALUTE

ANNOUNCEMENT OF CONTRIBUTIONS

1. PUBLIC COMMENTS ON CLOSED SESSION

There were no members of the public who requested to speak on the Closed Session items.

2. CONVENE CLOSED SESSION

LAFCO Chair Larry McCallon announced that there was no need to meet in Closed Session.

- Conference with Legal Counsel Existing Litigation (Government Code Section 54956.9(d)(1)) – San Antonio Heights Association v. County of San Bernardino et al, San Bernardino County Superior Court Case NO CIVDS1715504
- Conference with Legal Counsel Existing Litigation (Government Code Section

54956.9(d)(1)) – San Antonio Heights Association v. County of San Bernardino et all, San Bernardino County Superior Court Case No CIVDS1712271

Conference with Legal Counsel – Existing Litigation – (Government Code Sect6ion 54956.9(d) (1)) – C.O.M.E.T. (Citizens of Mentone Empowered Together) v. City of Redlands et al, San Bernardino Superior Court Case No. CIVDS1906437

3. <u>RECONVENE PUBLIC SESSION</u> [Not needed, as Commission did not meet in Closed Session.]

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.

4. Approval of Minutes for Regular Meeting of September 18, 2019

5. Approval of Executive Officer's Expense Report

Recommendation: Approve the Executive Officers' Expense Report for Procurement Card Purchases from August 24, 2019 to September 23, 2019.

6. Ratify Payments as Reconciled and Note Cash Receipts for Month of August 2019

Recommendation: Ratify payments as reconciled for the month of August 2019 and note revenue receipts for the same period.

7. Consent Items Deferred for Discussion (none)

Commissioner Bagley moves approval of the consent items. Second by Commissioner *McCallon*. The motion on the Consent Items passes with the following roll call vote:

Ayes:Bagley, Cox, Curatalo, Lovingood, McCallon and Warren.Noes:None.Abstain:Cox (Item 4)Absent:Rowe

Commissioners Lovingood and Warren wanted noted on the record that they were not in attendance at the hearing on September 18, 2019.

Commissioner Rowe arrives at 9:15 a.m.

PUBLIC HEARING ITEMS:

 Consideration of: (1) CEQA Statutory Exemption for LAFCO SC#443 and (2) LAFCO SC#443 – Authorization for the City of Big Bear Lake to Provide Services Outside its Boundary and Outside its Sphere of Influence Pursuant to Government Code Section 56133.5. Recommendation: Staff recommends that the Commission take the following actions related to LAFCO SC #443:

- For environmental review, certify that LAFCO SC #443 is statutorily exempt from environmental review, and direct the Executive Officer to file the Notice of Exemption within five (5) days.
- Approve LAFCO SC #443 authorizing the City of Big Bear Lake to provide water service outside its boundary and sphere of influence within the areas identified in Attachment #1.
- Adopt LAFCO Resolution #3292 setting forth the Commission's determinations for service outside the City of Big Bear Lake's boundary and sphere of influence pursuant to Government Code Section 56133.5.

Commissioner Curatalo moves to approve staff recommendation. Second by Commissioner Bagley. The motion passes with the following roll call vote:

Ayes:Bagley, Cox, Curatalo, Lovingood, McCallon, Rowe and Warren.Noes:None.Abstain:None.Absent:None.

 Consideration of: (1) Final Environmental Impact Report Adopted by the City of San Bernardino for the Spring Trails Specific Plan (SCH No. 2009111086) as a CEQA Responsible Agency for the LAFCO 3188A: (2) Adoption of Facts, Findings and Statement of Overriding Considerations and (3) LAFCO 3188A – Reorganization to include Annexation to the City of San Bernardino and to SBCFPD Zone FP-5 San Bernardino and Detachment from County Service Are 70 (Spring Trails Specific Plan). (CONTINUED FROM THE AUGUST 21, 2019 HEARING)

Recommendation: Staff recommends that the Commission approve LAFCO 3188A by taking the following actions:

- 1. With Respect to the environmental review:
 - a. Certify that the Complete Final Environmental Impact Report (EIR) and other related environmental documents prepared by the City of San Bernardino for the Spring Trails Specific Plan have been independently reviewed and considered by the Commission, its staff and its Environmental Consultant;
 - Determine that the Complete Final EIR for the project prepared by the City is adequate for the Commission's use as a California Environmental Quality Act (CEQA) Responsible Agency for its determination related to LAFCO 3188A;
 - c. Determine that the Commission does not intend to adopt alternatives or additional mitigation measures for the Spring Trails Specific Plan, and that the

mitigation measures identified for the project are the responsibility of the City and others, not the Commission;

- d. Adopt the Facts, Findings and Statement of Overriding Considerations as presented by the Commission's Environmental Consultant and attached to the staff report (Attachment #3); and,
- e. Direct the Executive Officer to file the Notice of Determination within five days, and find that no further Department of Fish and Wildlife filing fees are required by the Commission's approval since the City, as CEQA Lead Agency, has paid said fees.
- 2. Approve LAFCO 3188A, with the following determination: The Commission determines that approval of LAFCO 3188A will create an unincorporated island completely surrounded by the City of San Bernardino. Since the inclusion of the island area would likely terminate the annexation proposal due to the number of registered voters within said island, the Commission determines, pursuant to the provision of Government Code Section 56375(m), to waive the restrictions on the creation of a totally-surrounded island contained within Government Code Section 56744 because it would be detrimental to the orderly development of the community, and it further determines that the area to be surrounded by the City of San Bernardino cannot reasonably be annexed to another city or incorporated as a new city.
- 3. Approve LAFCO 3188A with the following conditions:
 - a. The City of San Bernardino shall be required to initiate annexation of the totallysurrounded island within one year of the Commission's approval of LAFCO 3188A and process under standard protest proceedings. A resolution by the City Council of the City of San Bernardino shall be submitted to the Executive Officer of LAFCO outlining the City's commitment to fulfilling this requirement prior to the issuance of the Certificate of Completion for LAFCO 3188A. A status report shall be provided to the Commission at the six-month date outlining the progress of the City of San Bernardino in fulfilling its obligation. Failure on the part of the City of San Bernardino to fulfill its commitment to annex the totally-surrounded island shall require that the next annexation proposed to the City of San Bernardino, either by the City through resolution or by property owner/registered voter petition, include a condition requiring the initiation of annexation of the totally-surrounded island. Said condition of approval shall be deemed completed upon the issuance of the Certificate of Filing for said island.
 - b. The standard LAFCO terms and conditions that include, but are not limited to, the "hold harmless" clause for potential litigation costs by the applicant and the continuation of fees, charges, and/or assessments currently authorized by the annexing agency, and the identification that the transfer of utility accounts will occur within 90 days of the recording of the Certificate of Completion.
- 4. Waive protest proceedings, as permitted by Government Code Section 56662(d), with 100% landowner consent to the reorganization; and,

5. Adopt LAFCO Resolution No. 3291 (Attachment #4) setting forth the Commission's determinations, terms, and conditions of approval concerning LAFCO 3188A.

Public Comment was provided by:

Jeff Weber, applicant representative Paige Gosney, applicant representative City of San Bernardino Councilman Henry Nickel Lynette Kaplan Candy Stallings Mark Adelson Gwen Heymon Ken Rasmussen Andy Lyman Charles Jolicoeum Hank Mitchell Kevin Brown Richard Kaplan Eddie Evans Darcee Klapp Cruz Ruiz Wilbur Klapp Hector Valdepena Michael Tulisiak Nancy Seeger Ed Bonadiman Corey Evans

Commissioner Lovingood moves to approve staff recommendation. Second by Commissioner Warren. The motion passes with the following roll call vote:

Ayes:Bagley, Cox, Lovingood, McCallon, Rowe and Warren.Noes:Curatalo.Abstain:None.Absent:None.

Commissioner Warren leaves at 11:25 a.m.

 Consideration of : (1) CEQA Statutory Exemption for LAFCO 3234; and (2) LAFRCO 3234 – Service Review for the Wrightwood Community Services District (CONTINUED FROM THE SEPTEMBER 18, 2019 HEARING)

Recommendation: Staff recommends that the Commission take the following actions related to LAFCO 3234:

1. For environmental review, certify that the service review is statutorily exempt from environmental review, and direct the Executive Officer to file the Notice of Exemption within five (5) days.

- 2. Accept and file the Service Review for the Wrightwood Community Services District which sets forth the written statements for the six determinations outlined in Government Code Section 56430 made by the Commission.
- Adopt LAFCO Resolution No. 3288 reflecting the Commission's determinations and directions as required by Government Code Section 56430 and Commission policy.

Commissioner Cox moves to approve staff recommendation. Second by Commissioner Lovingood. The motion passes with the following roll call vote:

Ayes:Bagley, Cox, Curatalo, Lovingood, McCallon and Rowe.Noes:None.Abstain:None.Absent:Warren

DISCUSSION ITEMS:

11. First Quarter Financial Review for Period July 1 through September 30, 2019

Recommendation: Staff recommends that the Commission take the following actions:

• Note receipt of status report and file.

Chair McCallon notes receipt and file of the First Quarter Financial Review for period July 1 through September 30, 2019.

INFORMATION ITEMS:

12. Legislative Update Report

Executive Officer Samuel Martinez states that there is no legislative update at this time.

13. Executive Officer's Oral Report

Executive Officer Samuel Martinez provides an update on the tentative items scheduled for the November Commission meeting, an update on this year's audit, as well information on the upcoming governance-training program in December.

14. Commissioner Comments

There were no Commissioner Comments.

15. Comments from the Public

There were no members of the public who requested to speak.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING ADJOURNS AT 11:38 A.M.

ATTEST:

LA TRICI JONES, Clerk to the Commission

LOCAL AGENCY FORMATION COMMISSION

LARRY McCALLON, Chair

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West 3rd Street, Unit 150 San Bernardino, CA 92415-0490 (909) 388-0480 • Fax (909) 388-0481 lafco@lafco.sbcounty.gov www.sbclafco.org

DATE : NOVEMBER 8, 2019 🧲 🗸

FROM: SAMUEL MARTINEZ, Executive Officer

TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #5 – APPROVAL OF EXECUTIVE OFFICERS' EXPENSE REPORT

RECOMMENDATION:

Approve the Executive Officers' Expense Report for Procurement Card Purchases from September 24, 2019 to October 22, 2019.

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 September 24, 2019 to October 22, 2019.

Staff recommends that the Commission approve the Executive Officers' expense reports as shown on the attachments.

SM/IIj

Attachments

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PROCUREMENT CARD PROGRAM

MONTHLY PROCUREMENT CARD PURCHASE REPORT

PAGE 1 OF

Card Number				Car	dholder			Travel	Billin	g Period
		Samuel Martinez							9/24/19	- 10/22/19
DATE	VENDOR NAME	#	DESCRIPTION	PURPOSE	COST CENTER	G/L ACCOUNT	\$ AMT	trip Number	*R/D	SALES TAX
09/23/19	Southwest	1	Air Travel	CALAFCO Conference	8900005012	52942945	\$196.97		R	
09/25/19	Thomson West	2	Publication	Publication	8900005012	52002080	\$233.36		R	
09/25/19	Southwest	3	Air Travel	CALAFCO Conference	8900005012	52942945	\$137.98		R	
09/26/19	Daisy IT	4	Office Supplies	Supplies	8900005012	52002305	\$64.76		R	
09/26/19	Daisy IT	5	Office Supplies	Supplies	8900005012	52002305	<u>\$1</u> 16.79		R	
09/27/19	Frontier	6	Phone Service	Communication	8900005012	52002041	\$671.87		R	
10/02/19	Southwest	7	Air Travel	CALAFCO Conference	8900005012	52942945	\$223.96		R	
10/02/19	Southwest	8	Air ⊺ravel	CALAFCO Conference	8900005012	52942945	\$135.98		R	
10/03/19	Southwest	9	Air Travel	CALAFCO Conference	8900005012	52942945	\$211.97		R	
								_		

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)	Date
Samuel Martinez	11/08/19

Approving Official (Print & Sign)	Date
Larry McCallon	11/20/19

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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DATE : NOVEMBER 8, 2019

FROM: SAMUEL MARTINEZ, Executive Officer

TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #6 - RATIFY PAYMENTS AS RECONCILED FOR THE MONTH OF SEPTEMBER 2019 AND NOTE REVENUE RECEIPTS

RECOMMENDATION:

Ratify payments as reconciled for the month of September 2019 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 September 1, 2019 through September 30, 2019

Staff is recommending that the Commission ratify the payments for September 2019 as outlined on the attached listings and note the revenues received.

SM/IIj

Attachments

Document Number	Account	Posting Date	Activity	Reference	Vendor	Amount
1900546315	52002085	9/27/2019	NOTICE OF HEARING LAFCO 3234	INVOICE B3287138	DAILY JOURNAL	
1900533334	52002090	9/10/2019	CLEANING SERVICE FOR LAFO OFFICE	INVOICE 68091	JAN PRO	\$490.0
1900546318	52002180	9/27/2019	EDISON UTILITY BILL	INVOICE 2399452309	SO CAL EDISON	\$682.2
1900534797	52002305	9/11/2019	PAPER SHREDDING & RECYCLING SERVICE	INVOICE 8128082775	SHRED-IT	\$19.2
1900543837	52002315	9/24/2019	RECORDS STORAGE	INVOICE 0117244	STORETRIEVE	\$64.3
1900528963	52002400	9/4/2019	BBK - GENERAL	INVOICE 856918	BEST BEST & KRIEGER	\$1,563.2
1900528971	52002400	9/4/2019	BBK - SAN ANTONIO HEIGHTS ASSOCIATION	INVOICE 856919	BEST BEST & KRIEGER	\$755.3
1900528974	52002400	9/27/2019	BBK - SAHA CIVDS1715504	INVOICE 856920	BEST BEST & KRIEGER	\$2,043.0
1900546350	52002400	9/27/2019	BBK - SAN ANTONIO HEIGHTS ASSOCIATION	INVOICE 858939	BEST BEST & KRIEGER	\$2.0
1900546352	52002400	9/27/2019	BBK - SAHA CIVDS1715504	INVOICE 858940	BEST BEST & KRIEGER	\$77.5
1900546353	52002400	9/27/2019	BBK - LITIGATION	INVOICE 858941	BEST BEST & KRIEGER	\$480.0
1900528962	52002445	9/4/2019	LAFCO CONSULTANT	INVOICE 4	ROBERT ALRICH & ASSOC.	\$2,475.0
1900540266	52002445/52942940	9/18/2019	COMMISSIONER STIPEND & MILEAGE	BAGLEY 9-18-19	JAMES BAGLEY	\$304.0
1900540267	52002445/52942940	9/18/2019	COMMISSIONER STIPEND & MILEAGE	CURATALO 9-18-19	JAMES CURATALO	\$229.0
1900540268	52002445/52942940	9/18/2019	COMMISSIONER STIPEND & MILEAGE	FARRELL 9-18-19	STEVEN FARRELL	\$219.9
1900540269	52002445/52942940	9/18/2019	COMMISSIONER STIPEND & MILEAGE	DENISON 9-18-19	RICK DENISON	\$281.2
1900540270	52002445	9/18/2019	COMMISSIONER STIPEND	AMIS 9-18-19	LOUISA AMIS	\$200.0
1900540274	52002445	9/18/2019	COMMISSIONER STIPEND	ROWE 9-18-19	DAWN ROWE	\$200.0
1900540278	52002445	9/18/2019	COMMISSIONER STIPEND	RUTHERF 9-18-19	JANICE RUTHERFORD	\$200.0
1900540282	52002445	9/18/2019	LAFCO CONSULTANT	INVOICE 5	ROBERT ALRICH & ASSOC.	\$2,250.0
1900534794	52002449	9/11/2019	SPECIAL COUNSEL FOR CSA 64	INVOICE 39899	HOLLY WHATLEY	\$4,114.5
1900533338	52002895	9/10/2019	LAFCO OFFICE COPIER	INVOICE 33925042	KONICA MINOLTA	\$413.4
1900533331	52002905	9/10/2019	COMMISSION MEETING ROOM RENTAL	INVOICE 814	IVDA	\$405.0
TOTAL						\$17,628.9
		MON	TH OF SEPTEMBER 2019 INTERNAL TRANSFERS	PROCESSED		
4101010642	52002037	9/1/2019	AUGUST DIAL TONE	ISD	ISD	\$286.2
4200038282	52002310	9/4/2019	MAIL SERVICES - FLAT	COUNTY MAIL	COUNTY MAIL	\$25.1
4200038284	52002310	9/4/2019	MAIL SERVICES - DEL	COUNTY MAIL	COUNTY MAIL	\$143.0
4200038286	52002310	9/4/2019	MAIL SERVICES - HAN	COUNTY MAIL	COUNTY MAIL	\$82.3
4200039164	52002415	9/20/2019	COWCAP 2019-20- QTR1 (NHY-890)	ISD	ISD	\$3,332.0
4101010652	52002420	9/1/2019	AUGUST 2019 WIRELESS DEVICE (EXCHANGE SVC)	ISD	ISD	\$23.8
4101010653	52002421	9/1/2019	AUGUST 2019 DESKTOP SUPPORT SERVICES	ISD	ISD	\$1,396.8
4101010647	52412410	9/1/2019	IT INFRASTRUCTURE - PERIOD 03	ISD	ISD	\$938.0
4101010649	52412416	9/1/2019	CPU USAGE & ENTERPRISE PRINTING - PERIOD 03	ISD	ISD	\$3.0
101010651	51412418	9/1/2019	ENTERPRISE STORAGE - PERIOD 03	ISD	ISD	\$705.0
TOTAL				······································		\$6,935.3
			MONTH OF SEPTEMBER 2019 CASH RECEIP	TS		
101027504	40709800	9/9/2019	SC#444 - CITY OF REDLANDS	LAFCO FEES		\$772.0
101027504	40759930	9/9/2019	SDRMA REFUND AFTER 2018-19 AUDIT	REFUND		\$549.6
TOTAL						\$1,321.6
		MON	TH OF SEPTEMBER 2019 INTERNAL TRANSFERRE	D RECEIVED		
2700005035	40608842		APPORTIONMENT TRANSFER TO LAFCO	APPORTIONMENT		\$726,998.0
200038458	40709555	9/11/2019	LAFCO 3216 - COUNTY FIRE	INDEMNIFICATION		\$1,399.1
1200038438	40703333	19/11/2019	LAFGU 3210 - GUUNTT FIRE			ST SOUT

(JAA)	11/8/2019
LATRICI JONES, Clerk to the Commission	DATE
RECONCILIATION APPROVED BY:	
SAMUEL MARTINEZ, Executive Officer	11/8/2019 DATE

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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DATE : NOVEMBER 13, 2019 🦯

- FROM: SAMUEL MARTINEZ, Executive Officer MICHAEL TUERPE, Senior Analyst
- TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #8 – LAFCO SC #446 – Authorization for the Inland Empire Utilities Agency to Provide Services outside its Boundary and Outside its Sphere of Influence Pursuant to Government Code Section 56133.5

RECOMMENDATIONS:

Staff recommends that the Commission take the following actions related to LAFCO SC #446:

- 1. For environmental review, certify that LAFCO SC #446 is statutorily exempt from environmental review, and direct the Executive Officer to file the Notice of Exemption within five (5) days.
- 2. Approve LAFCO SC #446 authorizing the Inland Empire Utilities Agency to provide wastewater service outside its boundary and sphere of influence within the areas identified in Attachment #1.
- 3. Adopt LAFCO Resolution #3295 setting forth the Commission's determinations for service outside the Inland Empire Utilities Agency's boundary and sphere of influence pursuant to Government Code Section 56133.5.

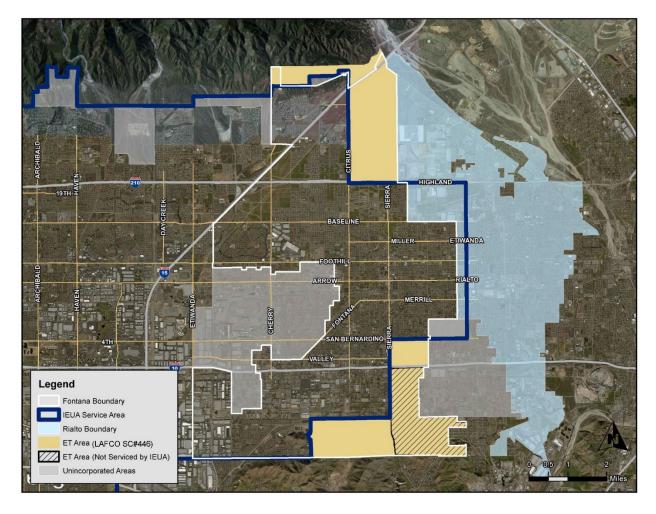
BACKGROUND:

The Inland Empire Utilities Agency ("IEUA") is a wastewater treatment and disposal agency; it treats and disposes of the wastewater collected by its member agencies. The City of Fontana collects wastewater and is a member agency of IEUA.

Per the Section 12 of the Chino Basin Regional Sewage Service Contract (as amended October 1994), if an IEUA member agency was furnishing sewer service to territory outside the boundaries of IEUA and its Improvement District C, it may continue to furnish such service and shall be entitled to the services and facilities of the Regional Sewerage System

for that purpose. If the contracting agency desires to furnish sewer service outside of the IEUA and Improvement District C boundaries after 1994, IEUA authorization is required first. In either case, the contracting agency shall pay IEUA special capital outlay charges.

In January 1997, IEUA approved the City of Fontana's application for extra-territorial sewer service for all areas within the City's sphere of influence. These are areas that discharge to the City sewer system which ultimately goes to IEUA. According to IEUA, it receives influent from 32 commercial and 520 residential connections outside of its boundary. For commercial, this equates to 288 EDUs for a total use of 131,593 gallons per day ("gpd"). As for residential connections, this equates to 1,031 EDUs with an average use of 270 gpd. The extraterritorial areas of IEUA are shown below, which is also included as part of Attachment #1.



GOVERNMENT CODE SECTION 56133

Parcels have been provided service by IEUA within the identified extraterritorial areas but have not been submitted to LAFCO for review and approval. However, these parcels are grandfathered as a result of the 1995 settlement agreement between IEUA and the City which outlines an agreement for services to be rendered by IEUA – outside IEUA's boundary and sphere of influence.

One question remains - What about future infill connections within the identified extraterritorial areas (see IEUA's application Attachment #1 - IEUA Extra-Territorial Map)? Under the provisions outlined in Government Section 56133, such extension is prohibited since the Commission's approval to authorize an agency to provide service outside its boundary and sphere of influence is only to respond to a health and safety issue.

PILOT PROGRAM:

In 2016, Government Code Section 56133.5 established a pilot program, through 2020, for Napa and San Bernardino LAFCOs to authorize a city or district to extend services outside an agency's boundary and sphere for additional purposes beyond responding to threat to a public health or safety, based upon specific criteria.

In 2018, LAFCO's *Countywide Service Review for Wastewater* identified and evaluated IEUA's service outside of its boundary and sphere. The map of the service areas was provided, and the applicability of the Pilot Program to IEUA's circumstance was discussed (see Attachment #2 to this report for an excerpt from LAFCO 3190).

For IEUA, the pilot program provides a mechanism for infill connections to not be subject to further LAFCO review and approval. However, should IEUA desire to provide service beyond the identified extraterritorial service area, that action would be subject to LAFCO Policy 3 of Section IV, Chapter 2 of its *Policy and Procedure Manual*:

A proposal by a city or district to provide new or extended services outside the agency's boundaries and outside the agency's sphere of influence would come under the provisions of Government Code Section 56133.5, which will require Commission approval at a noticed public hearing **prior** to the signing of an agreement/contract for the provision of the service.

PILOT PROGRAM DETERMINATIONS:

The pilot program requires that the Commission make the following determinations regarding the area to be served outside the agency's boundary and sphere of influence, at a noticed public hearing. In the case of LAFCO SC#446, staff's position is that all three determinations can be made by the Commission.

- 1. <u>That the proposed service extension was identified and evaluated in a service</u> <u>review.</u> The service was identified and evaluated in the following service review: LAFCO 3190 in 2018.
- <u>That the proposed service extension will not have an adverse impact on open</u> <u>space/agricultural lands and/or is not growth inducing.</u> Continuation of wastewater treatment and disposal service to the area identified in Section 12 of the Chino Basin Regional Sewage Service Contract (as amended October 1994) is not anticipated to have an adverse impact on open space or agricultural lands.

3. <u>That inclusion of the area to be served into the agency's sphere of influence is not feasible or desirable based on adopted commission policies.</u> The areas served by IEUA outside of its boundary and sphere of influence are well beyond IEUA's sphere of influence. Therefore, inclusion within IEUA's sphere is not feasible or desirable. Further, IEUA is a state water contractor and its boundary and sphere border those of another state water contractor. Therefore, extension of the sphere of one state water contractor over another is not feasible or desirable.

ENVIRONMENTAL DETERMINATION:

As the CEQA lead agency, the Commission's Environmental Consultant, Tom Dodson from Dodson and Associates, has reviewed this item and has indicated that it is his recommendation that the review of LAFCO SC#446 is statutorily exempt from the California Environmental Quality Act (CEQA). This recommendation is based on the finding that the Commission's approval of this item does not have the potential to cause a significant adverse impact on the environment; and therefore, the proposal is exempt from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061(b)(3).

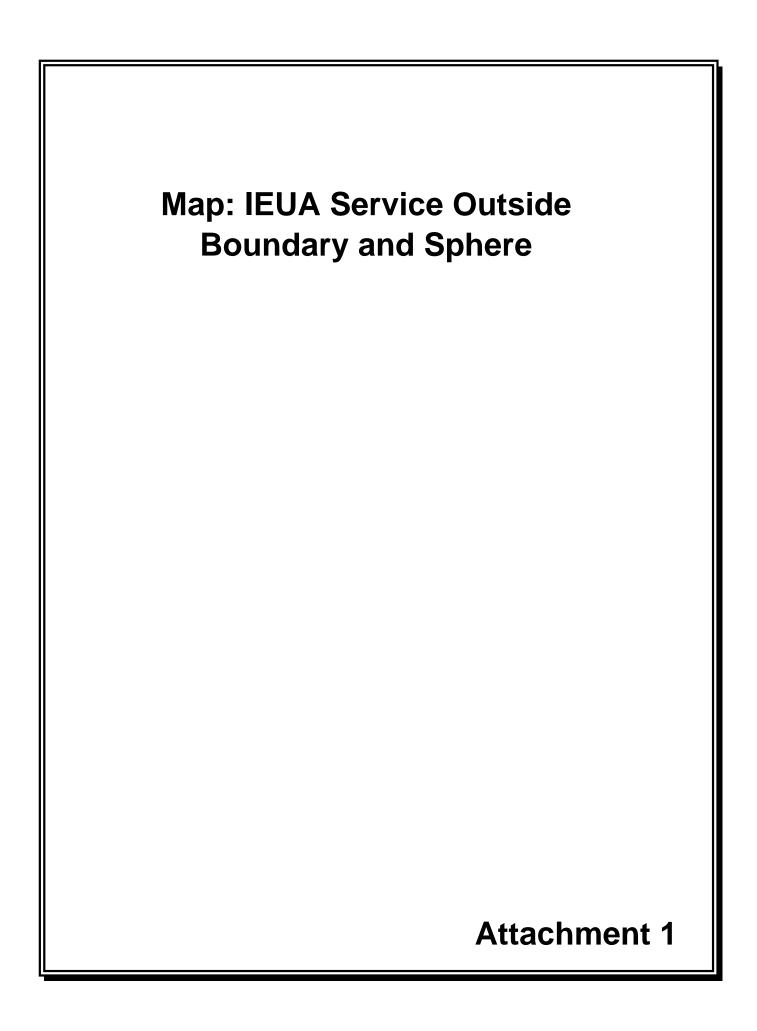
CONCLUSION:

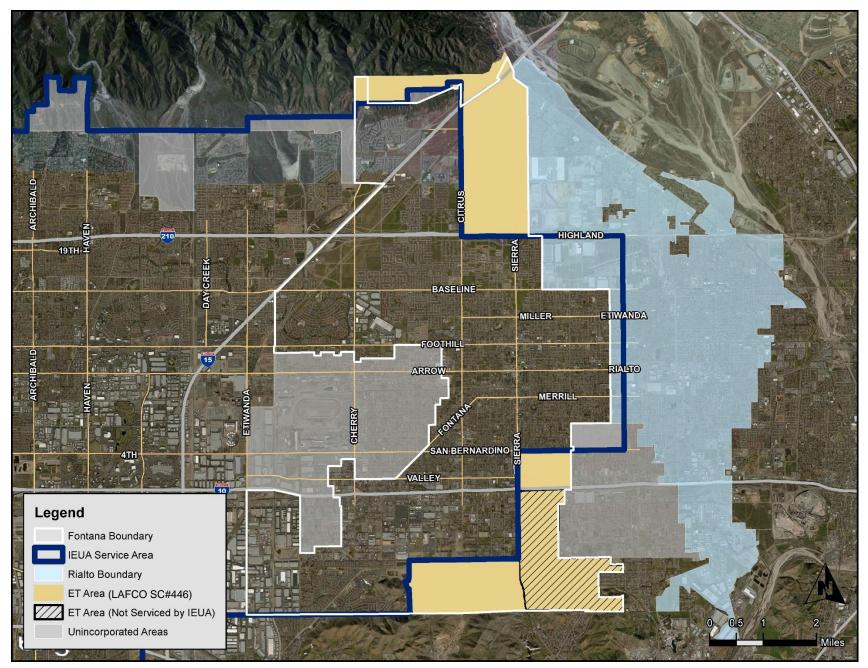
This pilot program, unique to two counties, provides a mechanism to accommodate unique circumstances and harmonize with the other statutes regarding out-of-agency service agreements. For these reasons, staff recommends the Commission approve LAFCO SC #446, which allows IEUA to provide wastewater treatment and disposal services of wastewater generated from outside its boundary and outside its sphere within the areas outlined in Attachment #1 and in Resolution #3295.

SM/MT

Attachments:

- 1. Map: IEUA Service outside Boundary and Sphere
- 2. Excerpt from LAFCO 3190 (Countywide Service Review for Wastewater)
- 3. IEUA Application Materials
- 4. Response from Tom Dodson and Associates
- 5. Draft Resolution #3295

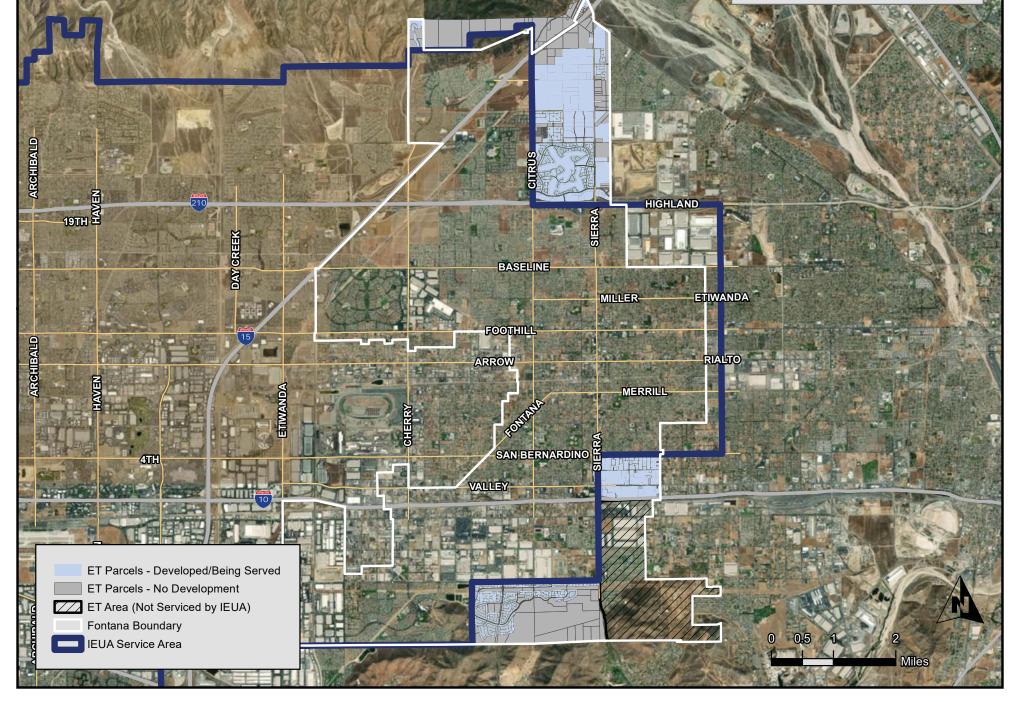


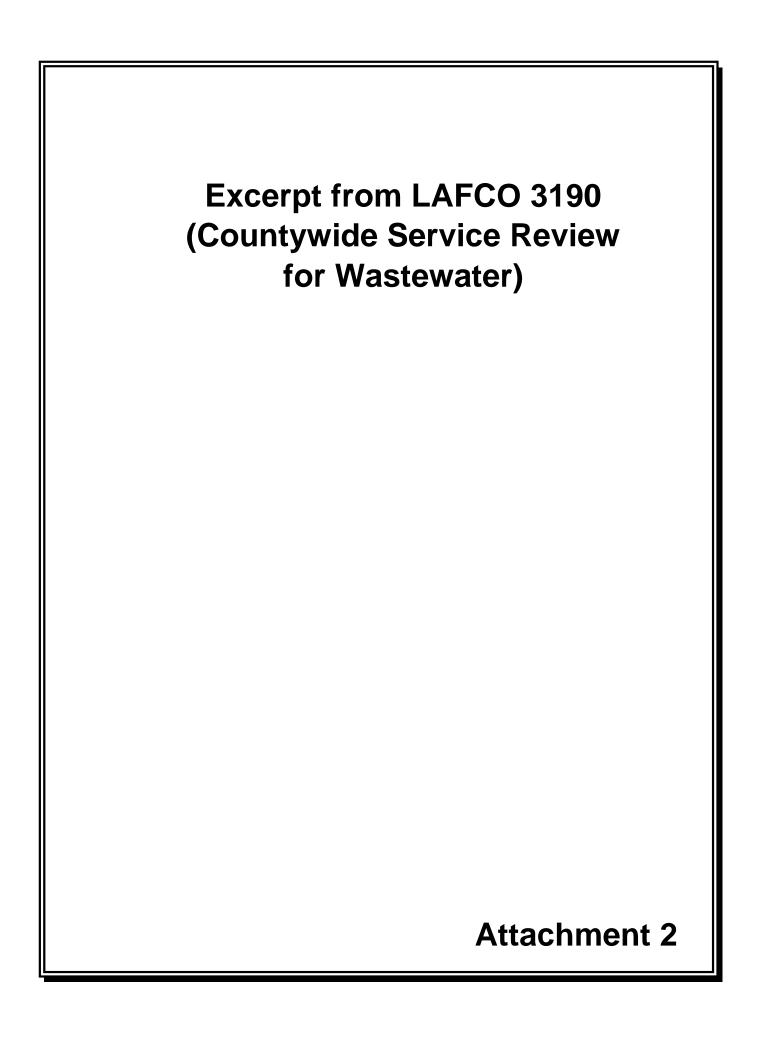


LAFCO SC #446 – AUTHORIZATION FOR THE INLAND EMPIRE UTILITIES AGENCY TO PROVIDE SERVICES OUTSIDE ITS BOUNDARY AND OUTSIDE ITS SPHERE OF INFLUENCE

IEUA Application for Extension of Service by Contract Fontana Extra-Territorial Area

Total Acreage for Non-Developed Parcels: 1896





Recommendation

LAFCO staff recommends, as a part of this service review, that the LAFCO Policy and Procedure Manual, Section VI (Special Districts), Chapter 3 (Listing of Special Districts within San Bernardino County LAFCO Purview – Authorized Functions and Services) reflect the most recent update to IEUA's functions and services – that from LAFCO Resolution No. 2739 for LAFCO 2891, as shown below:

- Water Wholesale (supplemental) water service
- Sewer Sewage treatment, co-composting, non-reclaimable wastewater disposal
- Energy Energy recovery and production

(5) Inland Empire Utilities Agency – Recognition of Service outside Boundary

Per the Section 12 of the Chino Basin Regional Sewage Service Contract (as amended October 1994), if an IEUA contracting agency was furnishing sewer service to territory outside the boundaries of IEUA and its Improvement District C, it may continue to furnish such service and shall be entitled to the services and facilities of the Regional Sewerage System for that purpose. If the contracting agency desires to furnish sewer service outside of the IEUA and Improvement District C boundaries after 1994, IEUA authorization is required first. In either case, the contracting agency shall pay IEUA special capital outlay charges.

In January 1997, IEUA approved the City of Fontana's application for extra-territorial sewer service for all areas within the City of Fontana sphere of influence. These are areas that discharge to the City of Fontana sewer system which ultimately goes to IEUA. According to IEUA, it receives influent from 32 commercial and 520 residential connections outside of its boundary. For commercial, this equates to 288 EDUs for a total use of 131,593 gallons per day ("gpd"). As for residential connections, this equates to 1,031 EDUs with an average use of 270 gpd. The extraterritorial areas of IEUA are shown in Figure 3-3 below in yellow color.

Service Provided Prior to 2001

The parcels connected on or before January 1, 2001 are exempt from LAFCO review pursuant to Gov. Code §56133(e)(4). For a request for exemption pursuant to Section 56133(e), the Commission shall make the determination that the service(s) to be provided is/are exempt from LAFCO review. (Policy and Procedure Manual Section IV, Chapter 2, Policy 5). This service review is the mechanism for such a determination.

Service Provided After 2001

Parcels have been provided service by IEUA within the identified area after January 1, 2001 but have not been submitted to LAFCO for review and approval. However,

these parcels are grandfathered as a result of the 1995 settlement agreement between IEUA and the City of Fontana which outlines an agreement for services to be rendered by IEUA.

Connecting the Remaining Area

For connecting the remaining area, these are subject to LAFCO authorization pursuant to Gov. Code §56133.5. Government Code §56133.5 (Assembly Bill 402 effective 2016) establishes a pilot program, through 2020, for Napa and San Bernardino LAFCOs to authorize a city or district to extend services outside of a sphere of influence for additional purposes beyond responding to threat to public health or safety, based upon specific criteria. This process requires that the Commission make the following determinations regarding the area to be served outside the agency's sphere of influence, at a noticed public hearing:

- 1. That the proposed service extension was identified and evaluated in a service review;
- 2. That the proposed service extension will not have an adverse impact on open space/agricultural lands and/or is not growth inducing; and,
- 3. That inclusion of the area to be served into the agency's sphere of influence is not feasible or desirable based on adopted commission policies.

Particular to Item 1 above, this service review identifies the area for any future service extensions, as outlined above and shown in the map below. To evaluate the proposed service extension, LAFCO staff has reviewed all prior service reviews involving IEUA and the area identified. Further, Section IV and Appendix C of this service review provide service review information, on a regional basis, which includes the proposed service extension area.

Recommendation

LAFCO staff recommends that the Commission determine the following for the Inland Empire Utilities Agency's service outside its boundary, as shown in Figure 3-3 in yellow color:

- Parcels connected on or before January 1, 2001 are exempt from LAFCO review pursuant to Gov. Code §56133(e)(4).
- Parcels connected after January 1, 2001 to June 20, 2018 are grandfathered as a result of the 1995 settlement agreement between IEUA and the City of Fontana which outlines an agreement for services to be rendered by IEUA.
- Connecting the remaining unserved area will come under the provisions of Gov. Code §56133.5, which can be considered by the Commission through a blanket authorization for the entire area.

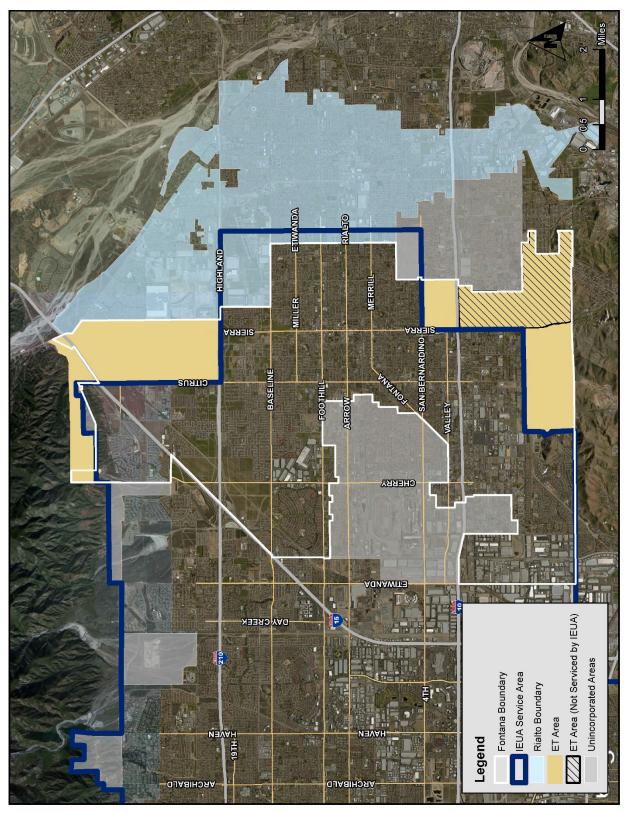
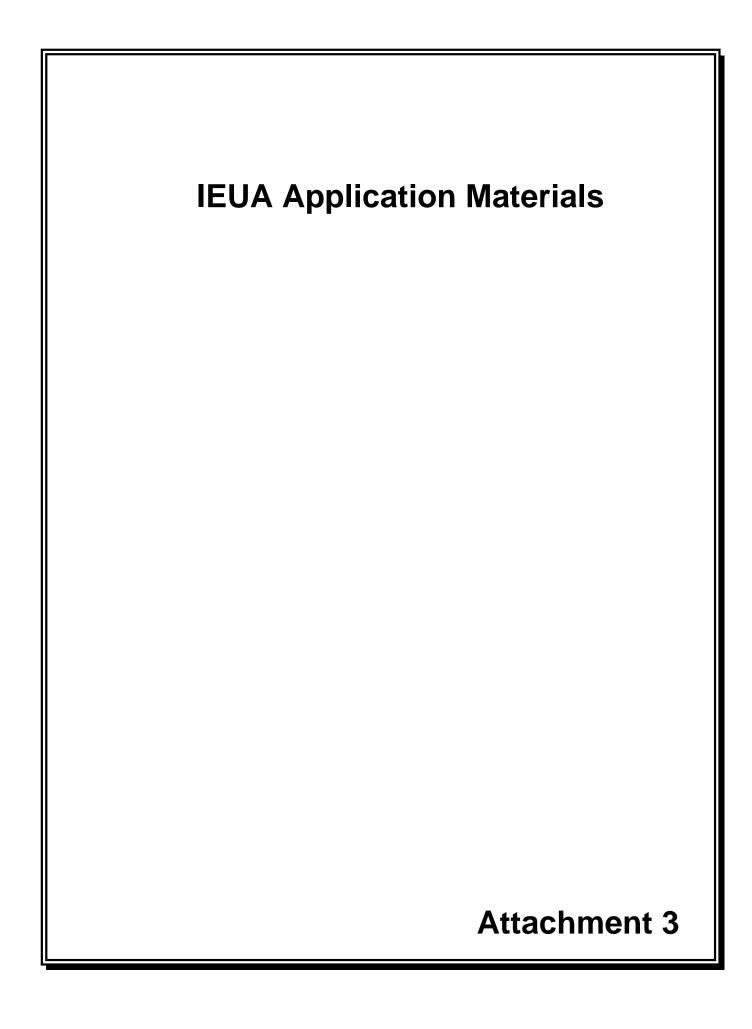


Figure 3-3: Inland Empire Utilities Agency Extra-Territorial Service

source: IEUA



SAN BERNARDINO LAFCO APPLICATION FOR EXTENSION OF SERVICE BY CONTRACT

(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)

AGENCY TO EXTEND SERVICE:	
AGENCY NAME:	Inland Empire Utilities Agency
CONTACT PERSON:	Kathy Besser
ADDRESS:	6075 Kimball Avenue
	Chino, CA 91710
PHONE:	909-993-1638
EMAIL:	kbesser@ieua.org
CONTRACTING PARTY:	
NAME OF PROPERTY OWNER:	Not Applicable
CONTACT PERSON:	
MAILING ADDRESS:	
PHONE:	
EMAIL:	
ADDRESS OF PROPERTY PROPOSED FOR CONTRACT:	
CONTRACT NUMBER/IDENTIFICATION:	
PARCEL NUMBER(S):	Please reference Attachment 1
ACREAGE:	Approximately 1,896 Acres

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

- 1. (a) List the type or types of service(s) to be provided by this agreement/contract. **Regional Wastewater Collection and Treatment**
 - (b) Are any of the services identified above "new" services to be offered by the agency? I YES NO. If yes, please provide explanation on how the agency is able to provide the service.
 This application references LAFCO 3190 and requests blanket

authorization for existing regional wastewater treatment service provided outside of IEUA's boundaries and sphere of influence.

- 2. Is the property to be served within the agency's sphere of influence?
 YES INO
- Please provide a description of the service agreement/contract.
 The service agreements and contracts applicable to this application

are as follows: LAFCO 3190, LAFCO Resolution No. 3270, and

IEUA-Fontana Settlement Agreement (1996).

4. (a) Is annexation of the territory by your agency anticipated at some point in the future? YES NO. If yes, please provide a projected timeframe when it anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

Sewer service is being provided through Fontana-IEUA

agreement (1996)/1997 IEUA Board approval for serving

the ET area. Please reference Attachment 2.

(FOR LAFCO USE ONLY)

Extension of Service by Contract Application Form

at .

5.

6.

7...

Please reference 4(a) and LAFCO 3190. Is the service agreement/contract outside the Agency's sphere of influence in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)? □ YES INO. If yes, please provide documentation regarding the circumstance (i.e letter from Environmental Health Services or the Regional Water Quality Control Boar Not Applicable. (a) What is the existing use of the property? The existing areas are a mix of residential, commercial industrial, and vacant parcels. (b) Is a change in use proposed for the property? □ YES INO. If yes, please provide a description of the land use change. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status. Not Applicable.	Is the service agreement/contract outside the Agency's sphere of influence in respont to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)? □ YES INO. If yes, please provide documentation regarding the circumstance (i letter from Environmental Health Services or the Regional Water Quality Control Boa Not Applicable. (a) What is the existing use of the property? The existing areas are a mix of residential, commercinindustrial, and vacant parcels. (b) Is a change in use proposed for the property? □ YES INO. If yes, please provide a description of the land use change. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.	(b)	Is the property to be served contiguous to the agency's boundary? YES NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.
to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)? □ YES INO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Boar Not Applicable. (a) What is the existing use of the property? The existing areas are a mix of residential, commercial industrial, and vacant parcels. (b) Is a change in use proposed for the property? □ YES INO. If yes, please provide a description of the land use change. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.	to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)? □ YES I NO. If yes, please provide documentation regarding the circumstance (i letter from Environmental Health Services or the Regional Water Quality Control Boa Not Applicable. (a) What is the existing use of the property? The existing areas are a mix of residential, commerci industrial, and vacant parcels. (b) Is a change in use proposed for the property? □ YES INO. If yes, please provide a description of the land use change. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.		Please reference 4(a) and LAFCO 3190.
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provide a description of the land use change.	provide a description of the land use change.		industrial, and vacant parcels.
complete description of the project to be served and its approval status.	complete description of the project to be served and its approval status.	(b)	
complete description of the project to be served and its approval status.	complete description of the project to be served and its approval status.		
complete description of the project to be served and its approval status.	complete description of the project to be served and its approval status.		
Not Applicable.	Not Applicable.		
		Not	Applicable.

(FOR LAFCO USE ONLY)

8. Are there any land use entitlements/permits involved in the agreement/contract?
 YES NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

Tentative Tract Map / Parcel Map Permit (Conditional Use Permit, General Plan Amendment, etc.) Conditions of Approval Negative Declaration (Initial Study) Notice of Determination (NOD)/Notice of Exemption (NOE) Department of Fish and Game (DFG) Receipt Others (please identify below)

Has the agency proposing to extend service conducted any CEQA review for this
contract? YES INO. If yes, please provide a copy of the agency's environmental

assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. <u>Plan for Service</u>:

9.

(a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of:
 1) capacity of existing infrastructure, 2) type of infrastructure to be extended or added to serve the area, 3) location of existing infrastructure in relation to the area to be served, 4) distance of infrastructure to be extended to serve the area, and 5) other permits required to move forward with the service extension.

IEUA is submitting this application based on the findings in LAFCO 3190 to request blanket authorization of future service connections provided to areas outside of IEUA's boundaries and sphere of influence. Please reference Attachment 1 for further details.

(FOR LAFCO USE ONLY)

(b) Please provide a detailed description of the overall cost to serve the property. The response should include the costs to provide the service (i.e. fees, connection charges, etc.) and also the costs of all improvements necessary to serve the area (i.e. material/equipment costs, construction/installation costs, etc.).

Description of Fees/Charges	Cost	Total
Sewer Connection Fees in the IEUA sewer service		
is established by the IEUA Rate Resolution No. 2015-5-5.		
Please reference Attachment 3 for further details.		ти
An additional Extra Territorial connection fee is charged		
based on Section 12 of the Chino Basin Regional Sewage		
Service Contract and City of Fontana Ordinance No. 318.		
Please reference Attachment 4 for further details.		
		· · · · · · · · · · · · · · · · · · ·
Total Costs		

(c) Please identify any unique costs related to the service agreement such as premium outside City/District rates or additional 3rd-party user fees and charges (i.e. fees/charges attributable to other agencies).

Please reference Section 10.b. of this application for the Extra-Territorial IEUA Connection

fee charged all developments connection to sewer outside of IEUA's boundaries.

11

(d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

Does the C	ty/District have a	ny policies re	ated to extending	service(s) outside
boundary?	🗑 YES 🗌 NO.	If yes, has a	copy been provid	ed to LAFCO?

Section 12 of IEUA's Regional Sewage Service Contract which describes the policy for providing sewer service

outside of IEUA's boundaries. Please reference Attachment 4.

CERTIFICATION

This indemnification obligation shall include, but not be limited to, damages, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

The agency signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I 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.

(FOR LAFCO USE ONLY)

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

SIGNED NAME: POSITION TITLE: DATE:

Shivaji Deshmukh, P.E. General Manager

REQUIRED EXHIBITS TO THIS APPLICATION:

- 1. Copy of the agreement/contract.
- 2. Map(s) showing the property to be served, existing agency boundary, the location of the existing infrastructure, and the proposed location of the infrastructure to be extended.
- 3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission for San Bernardino County 1170 W. Third Street, Unit 150, San Bernardino, CA 92415-0490 PHONE: (909) 388-0480 • FAX: (909) 388-0481

Rev: krm - 8/19/2015

Attachment 1

IEUA Extra-Territorial Map

IEUA Application for Extension of Service by Contract Fontana Extra-Territorial Area

Total Acreage for Non-Developed Parcels: 1896

HIGHLAND

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VALLEY



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ARCHIBALD

HAVEN 1911

Attachment 2

IEUA-Fontana Settlement Agreement & 1997 Board Approval

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is effective as of November 20, 1996 and is by and between CHINO BASIN MUNICIPAL WATER DISTRICT (hereinafter "District"), a municipal water district duly organized and existing under the laws and Constitution of the State of California, and the CITY OF FONTANA (hereinafter "Fontana"), a municipal corporation duly organized and existing under the laws and Constitution of the State of California, with reference to the following facts:

RECITALS

A. In 1973, Fontana and several other "Contracting Agencies", namely the City of Chino, the City of Montclair, the City of Ontario, the City of Upland, Cucamonga County Water District, the State of California, and County Waterworks No. 8 entered into an agreement with the District entitled "Chino Basin Regional Sewage Service Contract" (the "Original Regional Sewage Service Contract").

B. The Original Regional Sewage Service Contract provided generally that the District would acquire, construct, improve and expand a Regional Sewerage System (the "Regional System") for the transmission, treatment and disposal of sewage from areas served by Fontana and the Contracting Agencies, and further provided for the financing of the operation and maintenance of the Regional System.

C. On April 12, 1984 the District, Fontana, and the other Contracting Agencies entered that certain Agreement Amending and Supplementing the Chino Basin Regional Sewage Service Contract. On October 19, 1994 the District, Fontana and the other Contracting Agencies again amended the Regional Sewage Service Contract. For purposes of this Agreement, the Regional Sewage Service Contract as amended in 1984 and 1994 shall be referred to as the "Amended Regional Sewage Service Contract".

D. In January 1989, the District and Fontana entered that certain "Memorandum of Understanding for Extra-Territorial Sewage Service within the City of Fontana" (the "1989 MOU") and the District approved extraterritorial service for Phase III of Southridge Village in Fontana.

E. In February 1991, the District and Fontana entered that certain "Agreement Regarding RP-3 and the Lusk-Kaiser Wastewater Treatment Plants" (the "RP-3 Agreement") which allowed for dual processing of RP-3 at both the Southridge Village and Kaiser Steel sites. In accordance with the RP-3 Agreement, Fontana had obtained a Water Quality NPDES permit and certified an Environmental Impact Report for the Kaiser Steel site by the end of 1991.

F. In May 1995, Fontana submitted a proposal to withdraw from the Regional System and construct and operate its own citywide facility. In July 1995, the District requested payment of

certain Supplemental Capital Outlay Funds due under the Amended Regional Sewage Service Contract, but Fontana withheld payment because it sought to withdraw completely from the Regional System.

G. On or about October 3, 1995, the District filed a complaint in the Superior Court for the County of San Bernardino, Case No. SCV 24248, alleging, among other things, breach of the Amended Regional Sewage Service Contract, and Fontana's failure to pay certain Supplemental Capital Outlay Funds billed to it by the District under the Amended Regional Sewage Service Contract.

H. The parties hereto agree that construction of RP-3 will benefit the Regional System, and the Regional Policy Committee (operating pursuant to the Amended Regional Sewage Service Contract), has now recommended that RP-3 be constructed at the Kaiser Steel site. (The Kaiser Steel site is more specifically defined in Section 1 of this Agreement and generally depicted on Exhibit "A" attached hereto.)

I. Fontana now desires to continue to be served by the Regional System if Fontana obtains satisfactory assurance that the District will approve extraterritorial service to the areas specifically defined in Section 4 of this Agreement and generally depicted on Exhibit "A" attached hereto. The District desires to approve such requested extraterritorial service in accordance with and pursuant to the terms and conditions of the Amended Regional Sewage Service Contract.

NOW, THEREFORE, in consideration of the payments, promises, conditions and Covenants set forth herein, the District and Fontana agree as follows:

AGREEMENT

Section 1. <u>Construction of RP-3 at the Kaiser Steel Site</u>. The District shall designate that real property owned by Kaiser Ventures, Inc., more commonly known to the parties hereto as the "Kaiser Steel site," as the highest priority location for the construction of RP-3 as opposed to the "Southridge site" as previously proposed by the District. The location of the Kaiser Steel site and the Southridge site is set forth on Exhibit "A" attached hereto and incorporated herein by this reference. The District will exercise its best efforts to investigate and determine the feasibility of purchasing the Kaiser Steel site, as well as the feasibility of constructing RP-3 at that site. Notwithstanding that the parties hereto agree that the Kaiser Steel site is the highest priority location for the construction of RP-3, nothing in this Agreement shall preclude the District from recommending that RP-3 be constructed at an alternate location, other than the Southridge site, should an alternate location prove more feasible for the construction of RP-3.

Section 2. Fontana to Provide Documents and Studies. Fontana will cooperate with the District in planning and developing RP-3 at the Kaiser Steel site, and shall provide to the District the documentation listed on Exhibit "B" (attached hereto and incorporated herein by this reference) which Fontana has already caused to be prepared in anticipation of the construction of an alternative wastewater treatment plant.

Disposition of the Southridge Site. The District will discontinue all efforts for the Section 3. planning, permitting, design and construction of RP-3 at the Southridge site, and further agrees not to construct RP-3 or any other wastewater treatment facility at the Southridge site. The District shall use its best efforts to sell or otherwise dispose of all of its interest in the Southridge site. Fontana agrees to cooperate and assist the District in disposing of the Southridge site, the proceeds of which will ultimately inure to the benefit of the regional program. Pursuant to certain resolutions adopted by the Fontana City Council in 1992, development of Southridge Village, which includes the Southridge site, could result in the payment of out-parcel "Assessments" to Fontana. In order to assist the District in disposing of the Southridge site, Fontana agrees that should the "Assessments" be collected Fontana will reimburse the District (without interest) Fontana's share of out-parcel "Assessments", attributable to the Southridge site, as defined in that certain agreement between Fontana, the Fontana Redevelopment Agency, and the Southridge Village master developer entitled "Third Amendment and Corporate Owner Participation Agreement" dated 1992, or as subsequently amended. Reimbursement shall be made within 30 days of Fontana's receipt of its share of out-parcel "Assessments" attributable to the Southridge site. Nothing in this Agreement shall preclude the District from negotiating any additional agreements with any developer of Southridge Village.

Section 4. <u>Sewer Service for Fontana Extraterritorial Areas</u>. The District agrees to adopt a resolution pursuant to Section 12 of the Amended Regional Sewage Service Contract and provide extraterritorial sewage service to all those territories within the incorporated boundaries of Fontana or within the sphere of influence of Fontana, as specifically identified in Exhibit "A" attached hereto and incorporated herein by this reference. Extraterritorial sewage service shall be provided under the terms and conditions of the Amended Regional Sewage Service Contract and any payments by Fontana for extraordinary capital outlay or other charges will be made by Fontana at such time as building permits are issued for those developments which will receive the benefit of extraterritorial sewage service. The intent of this Agreement is to approve sewer service to all extraterritorial areas in the City of Fontana and to confirm that all applicable extraterritorial service fees and charges are the responsibility of Fontana.

Section 5. <u>Reimbursement of Fontana Expenses</u>. The District shall reimburse Fontana for the expenses incurred by Fontana in engineering, design and in developing environmental impact reports relative to the planning and development of an alternative wastewater treatment plant. The amount of said reimbursement is Two Million Nine Hundred Seventy-Two Thousand Three Hundred Seventy-One Dollars (\$2,972,371.00) (the "Reimbursement Amount"). An itemized list of the nature and amount of the Reimbursement Amount expenditures to be reimbursed to Fontana, including interest at the actual rate that would have been earned by Fontana through September 30, 1996, is set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The Reimbursement Amount shall be paid to Fontana by the District by November 27, 1996. Fontana shall deposit the Reimbursement Amount into the City of Fontana Sewer Capital Fund.

Section 6. Fontana Sewage Flows. Fontana agrees that within four (4) years after receiving written notice from the District, Fontana shall modify its sewer collection system to redirect RP-1 sewage flows north of San Bernardino Avenue from the area shown in Exhibit "D" to that point

on San Bernardino Avenue at the east right-of-way of the San Sevaine Channel as specifically shown on Exhibit "D" attached hereto and incorporated herein by this reference (the "San Bernardino Avenue Collection Point"). Until that notice period is expired, Fontana may convey sewage flows from the area to the District's Jurupa Avenue Interceptor via the existing Fontana sewer collection system or via a new "Jurupa Avenue Connection Point" located between Etiwanda and Calabash Streets on Jurupa Avenue. Sewage flows from the area north of Interstate 10, west of Poplar Avenue, south of San Bernardino Avenue and east of the San Sevaine Channel may be conveyed to the Jurupa Avenue Connection Point. Sewage flows from the area north of Interstate 10, west of the San Sevaine Channel may be conveyed to the Etiwanda trunk sewer.

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Section 7. Payment of Supplemental Capital Outlay Funds. By November 27, 1996, concurrent with the payment by the District of the Reimbursement Amount as required under Section 5 of this Agreement, Fontana will pay to the District the sum of One Million Eighty-Five Thousand Seven Hundred Twenty-Two Dollars (\$1,085,722.00) representing Fontana's contribution of Supplemental Capital Outlay Funds as requested by the District in accordance with Invoice No. 18618 dated July 14, 1995, including interest at a rate equal to the District's actual portfolio yield from August 30, 1995, through September 30, 1996.

Section 8. <u>Right-of-Way Provisions</u>. The parties refer to Section 3, "Beech Avenue Right of Way", and Section 8, "Other Right of Way Provisions", set forth in the 1989 MOU. The parties acknowledge inaccuracies in the legal descriptions for real property referred to in those sections of the 1989 MOU. New surveys are presently being conducted so as to verify the accuracy of legal descriptions referred to in the 1989 MOU. Nothing in this Agreement shall prevent either party from pursuing any rights it may have pursuant to Sections 3 and 8 of the 1989 MOU which may arise as a result of the new surveys to be completed in the future.

Section 9. <u>Dismissal of Case No. SCV 24248</u>. Within three (3) days of final execution of this Agreement the District shall cause to be filed with the Superior Court for the County of San Bernardino a request for dismissal, with prejudice, of the entire action, including all parties named in Case No. SCV 24248. A true and correct copy of the request for dismissal to be filed by the District is attached hereto as Exhibit "E" and incorporated herein by this reference.

Section 10. Regional Policy Committee Review. The parties hereto acknowledge that the Regional Policy Committee is neither a party to the litigation which is the subject of this Agreement, nor is the Regional Policy Committee a signatory under this Agreement. Notwithstanding the foregoing, the parties hereto acknowledge that a resolution of the dispute between the parties herein, as well as the location for the construction of RP-3 and the approval of extraterritorial service to areas in Fontana, are issues of significant importance to all of the parties to the Amended Regional Sewage Service Contract. Accordingly, and at the direction of the Regional Policy Committee for review and approval. The Regional Policy Committee at the October 10, 1996 meeting unanimously recommended that the District and the City approve this Agreement. The Regional Policy Committee also reviewed the economic impacts which this Agreement will have with respect to services provided by the District pursuant to the Chino Basin Regional

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Sewage Service Contract. The Regional Policy Committee recommended that the economic impact of this Agreement be absorbed as described in Economic Impact Scenario No. 2 and more thoroughly described in the Regional Policy Committee meeting minutes which reflect the various discussions held by the Regional Policy Committee regarding this issue. A copy of said meeting minutes are attached hereto as Exhibit "F", collectively, and incorporated herein by this reference. Notwithstanding the foregoing, the Regional Policy Committee shall not be deemed a party to this Agreement. Should any dispute arise concerning the terms and conditions of this Agreement or the duties and obligations of the parties hereunder, all such disputes shall be resolved between Fontana and the District as parties signatory to this Agreement.

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General Provisions

Section 11. <u>Construction</u>. This Agreement has been negotiated and entered into in the State of California and shall be governed by and construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California. This Agreement has been negotiated by Fontana and the District and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provisions of this Agreement against the party drafting this Agreement will not apply in any construction or interpretation of this Agreement.

Section 12. <u>Parties Obligated and Benefited</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective shareholders, principals, partners, brokers, attorneys, employees, independent contractors, representatives, agents, heirs, successors and permissible assigns.

Section 13. <u>Waiver</u>. No breach of any provision hereof can be waived unless in writing. Waiver of a breach of any provision hereof shall not be deemed to be a waver of any other breach of the same, or of any other provision hereof.

Section 14. <u>Amendments</u>. This Agreement may be amended only by a written agreement executed by the parties in interest at the time of the Amendment.

Section 15. <u>Notices</u>. All notices under this Agreement by either party to the other shall be in writing (unless otherwise specified herein) and shall be sufficiently given and served upon the other party, if delivered by hand directly to the office named below or sent by the United States first-class mail, postage prepaid and addressed, or sent by telecopier or facsimile transmission, as follows:

If to Fontana:

City of Fontana 8353 Sierra Avenue Fontana, California 92335 Attention: City Manager If to the District:

Chino Basin Municipal Water District 9400 Cherry Avenue, Building A Fontana, California 92335 Attention: General Manager

Section 16. <u>Rights Cumulative</u>. All rights and remedies of the parties under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or applicable law.

Section 17. <u>Further Actions</u>. The District and Fontana will execute and deliver to the other, from time to time for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Agreement.

Section 18. <u>Time</u>. Time is of the essence under this Agreement. If the last day permitted for the giving of any notice or the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or court holiday, the time for the giving of such notice or the performance of such act will be extended to the end of the next succeeding business day.

Section 19. Entire Agreement. This Agreement (including Exhibits "A" through "F" referred to in this Agreement, which are incorporated herein and constitute a part of this Agreement) contains the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter; provided, however, that the parties do not intend for this Agreement to supersede the Amended Regional Sewage Service Contract entered between the District and Fontana in 1984 which shall remain in full force and effect as between the parties. Except as otherwise provided in Section 8 of this Agreement, the following agreements are specifically rescinded, superseded, and replaced by this Agreement:

- (a) That certain "Memorandum of Understanding for Extra-Territorial Sewage Service within the City of Fontana" entered between the District and Fontana in January 1989; and
- (b) That certain "Agreement Regarding RP-3 and the Lusk-Kaiser Wastewater Treatment Plants" entered between the District and Fontana in February 1991.

Section 20. <u>Severability</u>. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the person or entity intended to be benefited by such provision or any other provisions of this Agreement.

Section 21. <u>Expenses</u>. Except as otherwise expressly provided in this Agreement, each party will pay all its expenses, including attorneys' and accountants' fees, in connection with the negotiation

of this Agreement, the performance of its obligations under this Agreement and the consummation of the transactions herein.

Section 22. Execution. Any individual signing this Agreement on behalf of any entity represents and warrants that he has full authority to do so. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement. It is also agreed that separate counterparts of this Agreement may separately be executed by the District and Fontana, all with the same force and effect as though the same counterpart had been executed by both the District and Fontana.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year shown below.

CITY OF FONTANA

Date: 11/18/196

Approved as to Form and Content: McNAMARA, VAN BLARCOM, McCLENDON & LEIBOLD

Special Counsel for the City of Fontana

ATTEST:

City Clerk Deputy

CHINO BASIN MUNICIPAL WATER DISTRICT

Date: 11-20-96

By:

President, Board of Directors

Approved as to Form and Content: CIHIGOYENETCHE, GROSSBERG & CLOUSE

Attorney for the District

ATTEST:

Secretary, Board of Directors

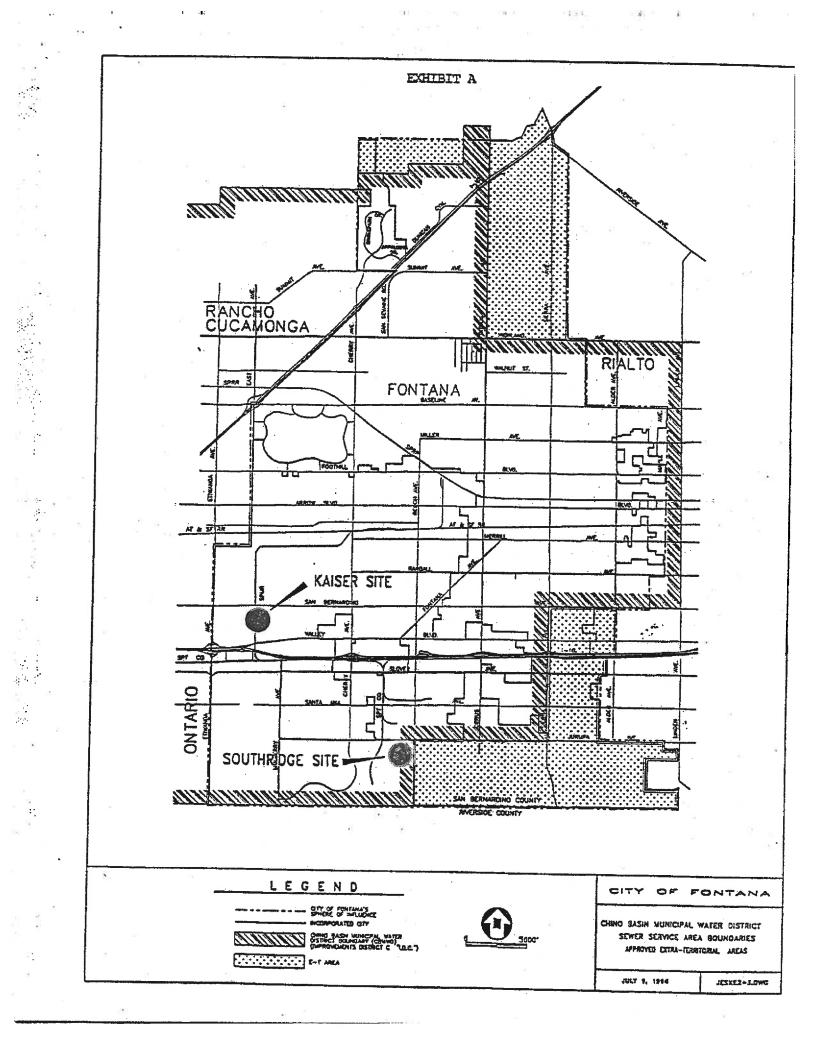
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Recommended By Regional Policy Committee: By: Committee Chairman **Regional Policy**

Date: 11/26/96

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"EXHIBIT B"

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FONTANA WASTEWATER RECLAMATION FACILITY

REPORT LISTING

September	1991	Draft Environmental Impact Report
		Camp Dresser & McKee Inc./J.F. Davidson Assoc., Inc.
September	1991	Fontana Wastewater Reclamation Facility Permit Scoping Report
		Camp Dresser & McKee Inc.
September	1991	Fontana Wastewater Reclamation Facility Project Report
		Camp Dresser & McKee Inc.
October	1991	Briefing Document VE/TRC Review of Fontana WRP Predesign Concepto
CT 24		Camp Dresser & McKee Inc.
December	1991	Final Environmental Impact Report
		Camp Dresser & McKee Inc.JJ.F. Davidson Assoc., Inc.
February	1992	Fontana Preliminary Design Report
5		Camp Dresser & McKee Inc.
February	1992	Report of Geotechnical Exploration
-		Camp Dresser & McKee Inn /Commence Computer states and
January	1993	Camp Dresser & McKee Inc./Converse Consultanats Inland Empire Preliminary Design Report (Revised)
•		Camp Dresser & McKee Inc.
January	1993	Report to CRMMD on Status at the France we have a state of the state o
		Report to CBMWD on Status of the Fontana Wastewater Reclamation Facility
April	1993	City of Fontana
, pui	1999	Outfall Pipeline Alignment Study
August	1995	Camp Dresser & McKee Inc.
August	1233	Preliminary Evaluation of Potential Alternative Treatment Processes
August	1995	Camp Dresser & McKee Inc.
August	1990	Updated Report to C8MWD on A New Fontana Wastewater System Master Plan
Maximum	4005	City of Fontana
November	1995	Appraisal Report - Proposed Water treatment Site
(Bruce W. Hull & Assoc. Inc.
January	1996	Final Process Alternatives Evaluation for Fontana Wastewater Reclamation Facility
14		Camp Dresser & McKee Inc.
May	1996	Preliminary Design Update Southwest Wastewater Reclamation Facility
		Camp Dresser & McKee Inc.

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REQUEST FOR REIMBURSEMENT

ENGINEERING, DESIGN AND EIR Sewer Treatment Plant

	DESCRIPTION	AMOUNT INVOICED	DATE	REIMBURSEMENT
M	aster Agreement			
	Prepare Project Report	218,000	3/2/92	218,000
u	Develop Permitting Requirements			210,000
	II.1 Permit Scoping Report	27,000	11/16/91	27,000
	II.2 NPDES Application	21,000	1/18/93	21,000
	II.3 AQMD Conformity	4,000	4/16/92	
			n toron	4,000
	TOTAL	270,000	a 0	9
Pr	epare Environmental Impact Report	87,730	3/9/92	87,730
	TOTAL	07 700	22	
		87,730		
1	AQMD Permit Application			
п	Prepare Draft NPDES Permit	187,605	7/27/93	187,605
Ш	Preliminary Design of WRF	4,103	7/16/92	4,103
144	Fremminary Design of WARP	1,170,000	5/12/92	1,170,000
	TOTAL	1,361,708		
	Coordination and Review	07.000		
11	Environmental Update	97,980	4/4/96	97,980
111	Alignment/Predesign Outfall	3,652	4/4/96	3,652
IV	Eng. Support for Financial	62,078	4/4/96	62,078
v	Review & Monitor Slag Removal	2,213	4/4/96	2,213
•	Review & monitor Slag Removal	9,217	4/4/96	9,217
∴Am Ma	endment 1 - Wastewater System ster Plan Report	32,960	3/21/95	32,960
ŧį	TOTAL	208,100		
		200,100		
F	Update Preliminary Design Report	187,000	4/21/93	407 000
11	Obtain New Conformity Determination	0	121100	187,000
		-		0
	TOTAL	187,000		
t	Alternative Technologies Review	22,000	2/14/96	22,000
II	Update Preliminary Design Report	6,000	2/14/96	6,000
Ш	Survey Services	30,000	2/14/96	39,000
IV	Environmental Audit	8.000	2/14/96	-
VI	Coordination and Meeting	6,000	2/14/96	8,000
VII	Prepare CEQA Documents	32,808	2/14/96	6,000 32,808
	TOTAL	104,808		02,000
1	Finalize Process Alternates	44 334	111100	
11	Preliminary Design Updale	44,234	4/4/96	44,234
VI	Coordinate/Meetings	87,272	6/13/96	87,272
VII	Prepare CEQA Documents	37,050	6/13/96	37,050
		14,901	6/13/96	14,901
	TOTAL	183,457		
DISA				

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7/18/96

REQUEST FOR REIMBURSEMENT

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ENGINEERING, DESIGN AND EIR Sewer Treatment Plant

DESCRIPTION	AMOUNT INVOICED	DATE	REIMBURSEMENT REQUESTED
Prepare Financial Feasibility and Rate Analysis Study	37,600	8/24/95	0
TOTAL	37,600		14 22
CAMP DRESSER & McKEE INC. (Final Reports)		2	
м 2.	37,571	7/11/96	37,571
TOTAL	37,571		
LEGAL SERVICES			
McNamara & Van Blarcom McNamara & Van Blarcom	21,725 3,794	3/18/96. 7/11/96	
TOTAL	25,519		
ENGINEERING SERVICES Kobaysashi & Associates Kobaysashi & Associates	4,485 1,335	10/9/95 5/2/96	5,820
TOTAL	5,820	e	
APPRAISAL FEES Bruce Hull & Associales	13,000	11/20/95	13,000
TOTAL	13,000		
CITY STAFF, MATERIALS & MISC.	193,429 19,350	4/4/96 7/11/96	· 0
TOTAL	212,779		
SUB-TOTAL COSTS	<u>2.735.092</u>		2,459,194
NTEREST CALCULATIONS Computation Date: September 30, 1996	513,177	9/30/96	513,177
TOTAL	513,177	2 ⁰	
GRAND TOTAL COSTS	3,248,259		
GRAND TOTAL OF REQUESTED REIME	URSEMENT		2,972,371

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CITY OF FONTANA SEWER TREATMENT PLANT EXPENDITURES INTEREST CALCULATIONS COMPUTATION DATE: SEPTEMBER 30, 1995

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				# D	ays			*	
Date	Amount	6.696% FY 91/92	5.751% FY 92/93	4.939% FY 93/94	5.757% FY 94/95	5.869% FY 95/96	5.869% FY 96/97	Total # Days 09/30/96	Interest Amount
11/16/91	27,000.00	227	365	365	365	366	92	1.780	8,467.10
03/02/92	218,000.00	120	365	365	365	366	92 -	1,673	62,967,61
03/09/92	87,730.00	113	365	365	365	366	92	1,665	25,198.04
04/16/92	4,000.00	75	365	365	365	366	92	1,628	1,113,75
05/12/92	1,170,000.00	49	365	365	365	366	92	1,602	318,727,31
07/16/92	4,103.00	. 0	.349	365	365	365	92	1,537	1,058.88
01/18/93	21,000.00	O O	· ⁰ 163	365	365	368	92	1,351	4,685.64
04/21/93	187,000.00	0	70	365	365	366	92	1,258	38,456.97
07/27/93	187,605.00	0	0	338	365	368	92	1,161	35,335.03
03/21/95	32,960.00	0	0	0	101	366	92	559	3,020,18
10/09/95	4,485.00	0	0	0	0	265	92	357	260.28
11/20/95	13,000.00	0	0	0	. 0	223	92	315	665.35*
02/14/96	32,808.00	0	0	Ó	Õ	137	92	229	1,218,74
02/14/96	6,000.00	0	0	0	0	137	92	229	222.88
02/14/96	8,000.00	0	0	0	ō	137	92	229	297.18
02/14/96	6,000.00	0	0	0	Ō	137	92	229	
02/14/96	30,000.00	0	Ő	Ő	ů č	137	92	229	222.88
02/14/96	22,000.00	0	0	0	ō	137	92	229	1,114.44
04/04/96	9,217.00	0	0	ġ	Ū.	87	92	179	817,25 267,20
04/04/96	3,852,00	0	Ő	Ō	ā	87	92	- 179	
04/04/96	62,078.00	0	Ō	õ	ŏ	87	92	179	105.87
04/04/96	97,980.00	0	0	ō	ō	87	92	179	1,799.59
04/04/96	44,234.00	0	. 0	ō	ā	87	92		2,840.35
04/04/96	2,213.00	0	0	ŏ	ō	87	92	179	1,282.30
05/02/96	1,335.00 -	Ō	0	ō	ŏ	59	92	179	64.16
06/13/96	14,901.00	0	Ő	ō	ō	17	92	151	32.60
06/13/96	37,050.00	. 0	ō	Ö	· ŏ.	17	92	109	261.76
06/13/96	87,272.00	· 0	ō	ŏ	0	17	92 92	109	650.86
07/11/96	37,571.00	Ō	0	ō	ŏ	0	81	109 81	1,533.11 489.34

2,459,194.00

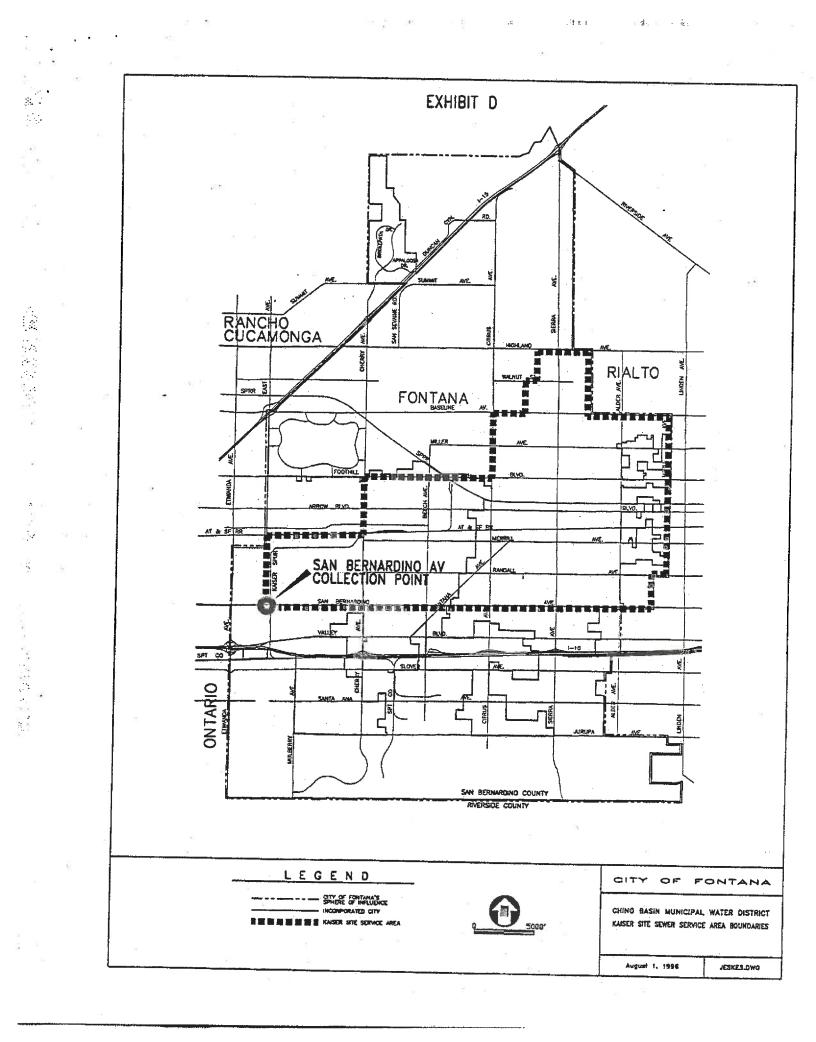
Total Interest-Due513,176.65Total Expenditures Due2,459,194.GRAND TOTAL DUE\$2,972,371.

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Name, Address and Telephone No. of Allorrey(s) n Cihigoyenetche (Bar No. 105227)	Space Selow for Use of Court Clerk Only
igoyenetche, Grossberg & Clouse	
2 Inland Empire Blvd., Ste. C315	
ario, CA 91764	
9) 483-1850	
227	
Attorney(s) for Plaintiff	
SUPERIOR, MUNICIPAL, or JUSTICE)	of California, County of , San Bernarding
	Court District or of branch court, if any)
Plaintiff(s): CHINO BASIN MUNICIPAL WAT	
DISTRICT	TER CASE NUMBER SCV 24248
~ + - + + + + + + + + + + + + + + + + + + +	REQUEST FOR DISMISSAL
	TYPE OF ACTION
Defendants(s): CITY OF FONTANA, et al.	Personal Injury, Property Damage and Wrongful Der
5/	Domestic Relations Eminent Domain
(Abbreviated Title)	X other (specify). BREACH OF CONTRACT.
TO THE CLERK: Please dismiss this action as follows: (Che	ck applicable boxes)
1. X With prejudice Without prejudice	
2. IX Entire action II Complaint only	Manalation and a second second second
Othen (Specify)=	Petition only Cross-complaint only
Li other: (apecity)-	
19 (F) 10 10	
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Dated: 08/02/96	CLAIGOVENETCHE, GROSSBERG & CLOUS
Dated: .08/.02/.96	test ilidor welce.
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Fit demissal requested is of specified parties only, of specified pauses of action only or of specified cross-complaints only, as state and identify the parties, causas of schon or cross-complaints to be dismissed. TO THE CLERK: Consent to the above dismissal is hereby g	Attorney(s) for Plainvill JEAN CIHIGOYENETCHE (Type or print attorney(s) name(s))
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"EXHIBIT F"

CHINO BASIN MUNICIPAL WATER DISTRICT POLICY COMMITTEE MEETING

OCTOBER 10, 1996

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6. <u>RP-2 Toxicity</u>

77 33

Dr. Drury reported that intermittent and low levels of toxicity continue at RP-2. Modifications have been made to the chlorination/dachlorination system which is no longer suspected to be the problem. Frevious sampling has picked up two pesticides: lindane and diazinon. Since water runs through an activated carbon column to remove pesticides has shown the effluent to be non-toxic, indications are that pesticides may be entering the sewers.

Chairman Yates inquired about any time limitations imposed by the Regional Board. Dr. Drury replied that they had met, exchanged data, and that the Regional Board was cooperating in an on-going effort to remedy the problem.

Committee Member Thomas inquired about the legality of lindane and diazinon. Dr. Drury replied that they were readily available, over-thecounter items; noting that a public education effort might be necessary to keep pesticides out of the sewers.

Fontana Agreement

7.

Dr. Robb Quincey asked Larry Rudder, Chief Financial Officer of the District, to review the economic analysis entitled "10 Year Capital Improvement Plan Projections." (Attachment 3)

There was some discussion about the six different economic alternatives and Committee Member Thomas concurred with the Technical Committee's recommendation of Item #2 as the financing means, due to its rate stability. In anticipation of keeping EDU costs as low as possible while receiving the best service, Committee Member Eaton also offered his support of Item #2.

MOTION: On a motion by Committee Member Tom Thomas, seconded by Committee Member Bob Neufeld, the Chino Basin Municipal Watar District Policy Committee moved to recommend to Chino Basin Municipal Watar District's Board of Directors, approval of the Fontana/CBMWD Agreement, using Item #2 as the method of financing. MOTION CARRIED 6-0 with Committee Member Favila absent.

Dr. Quincey, Chairman Yates and Mayor Eshleman spoke of their appreciation of all parties concerned working together in a positive, fair, and definite spirit aimed at keeping Fontana as part of the system by reaching this equitable, win/win decision.

CENTED FOLICY 10/10/96



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9400 Cherry Ave, Bldg. A • Fontana, CA 92335 PO. Box 697 • Rancho Cucamonga, CA 91729 TEL (909) 357-0241 • FAX (909) 357-3884

Dr. Robb D. Quincey Chief Executive Officer General Manager

TO:

January 15, 1997

Regional Policy Committee Members Regional Technical Committee Members

Subject: City of Fontana Extra-Territorial Sewer Service Request

The District is in receipt of an extra-territorial sewer service application from the City of Fontana for all areas within the City of Fontana sphere of influence. The application addresses a "deal point" in the agreement between the Regional Program and the City of Fontana, that was approved by the Policy Committee at their October, 1996 meeting. If approved, this sewer service would be available to the extra-territorial areas subject to the payment of all applicable fees.

The portions of the City of Fontana and its sphere of influence which would be approved for extra-territorial service as a result of this request, including areas with prior approval, are shown on the attached map (Exhibit A).

The City of Fontana has indicated that the extra-territorial areas are included within their current ten-year growth forecast. As such, the District's capital improvement program will accommodate project-related flows.

In accordance with the provisions of the Amended Regional Sewerage Service Contract, the extra-territorial service request is being forwarded to all contracting agencies for review and comment. The procedures established in the Regional Contract provide the contracting agencies with an opportunity to request that a public hearing be held on the question of authorizing sewer service to the extra-territorial area. All requests for a public hearing must be in writing to Chino Basin Municipal Water District, and received no later than thirty (30) days after distribution of this correspondence by the District. Barring any request for a public hearing, the extraterritorial areas shown on Exhibit A will automatically be approved.

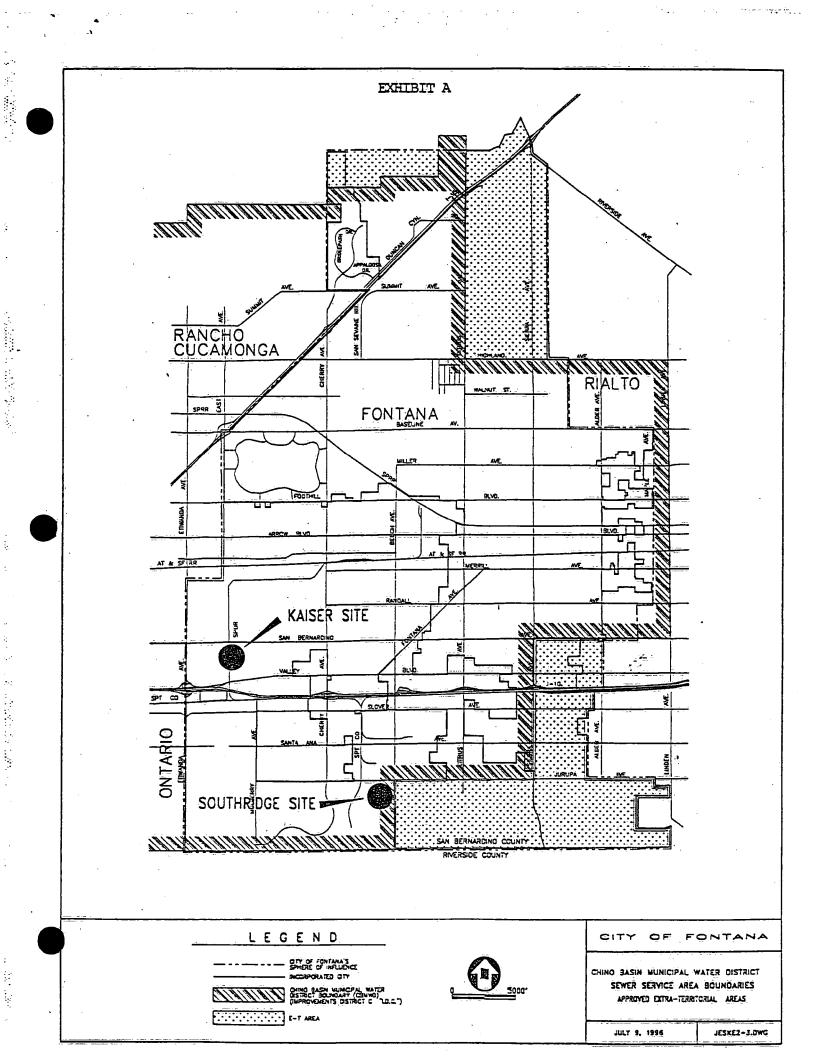
Should you have any questions regarding the pending extra-territorial sewer service request, please contact Mr. Gary E. Hackney, ext. 430 at your convenience. Thank you.

Sincerely,

Robb D. Quincey Chief Executive Officer General Manager Attachment G:\group\plan\matt\MP-COFF0.mem

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Bill Hill President George Borba Vice President John L. Anderson Secretary/Treasurer Anne Dunihue Director Wyatt L. Troxel Director 🗘 Printed on recycled paper



CITY OF FONTANA Public Services Department

USSU-JT Admin

TO:	Sewer Service File Distribution List
FROM:	Ken Jeske, Public Services Director
SUBJECT:	APPROVAL of EXTRA-TERRITORIAL SEWER SERVICE by CBMWD
DATE:	March 17, 1997

The City today received copy of Chino Basin Municipal Water District (CBMWD) Board Agenda Report and Minutes which indicate that extra-territorial sewer service has now been approved to the entire City sphere of influence.

On January, 15, 1997, CBMWD approved the request and commence the thirty-day review period. This period is concluded and no requests for hearing were received. Therefore, the application is automatically approved. Attached is the CBMWD staff report, map of the approved area, and minutes of the CBMWD Board meeting.

All City staff involved with processing sewer service requests within the CBMWD extra-territorial area should be aware of the requisite CBMWD fees and charges and process for collection. The extra-territorial map and process are maintained in City Land Development Engineering. Public Services is available to assist and answer questions (contact Curtis Aaron). Public Services will prepared and submit the required reports to CBMWD, therefore, submission of data to Public Services is important.

cc: City Manager CBMWD - Gary Hackney

MEMORANDUM

Distribution:

Deputy City Clerk Records Management Coordinator Community Development Director Deputy Planning Manager (CL) Special Projects Manager (RB) Building Official City Engineer Associate Engineer - Land Development (EC) Management Services Director Revenue Manager/Deputy City Treasurer Streets and Utilities Manager

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CHINO BASIN MUNICIPAL WATER DISTRICT 9400 Cherry Ave, Bidg. A • Fontana, CA 92335 P.O. Box 697 • Rancho Cucarnonga, CA 91729 TEL (909) 357-0241 • FAX (909) 357-3884

Dr. Robb D. Quincey Chief Executive Officer General Manager

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Director

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Anne Dunihue Director





9400 Cherry Ave, Bldg. A • Fontana, CA 92335 P.O. Box 697 • Rancho Cucarnonga, CA 91729 TEL (909) 357-0241 • FAX (909) 357-3884

Dr. Robb D. Quincey Chief Executive Officer General Manager

MEMORANDUM

DATE: January 15, 1997

TO: Honorable Board of Directors

- FROM: Chief Executive Officer General Manager
- SUBJECT: City of Fontana Extra-Territorial Sewer Service Request

STAFF RECOMMENDATION

This item is being forwarded to the Board of Directors prior to initiating a thirty-day contracting agency review of the City of Fontana's Extra-Territorial Sewer Service Request. This is in keeping with Section 12 of the Regional Sewage Service Contract. Barring any request for a public hearing on this matter, the extra-territorial area will stand approved at the conclusion of the thirty-day review.

COMMITTEE RECOMMENDATION

This item was not referred to Committee, as it is an informational item.

DISCUSSION

The District is in receipt of an extra-territorial sewer service application from the City of Fontana for all areas within the City of Fontana sphere of influence. This is a "deal point" in the recently executed agreement between the Regional Sewage Service Program and the City of Fontana, regarding RP-3. Barring any request for a public hearing from the District's Board of Directors or contracting agencies, the extra-territorial areas shown on Exhibit A will automatically be approved, subject to the payment of all applicable fees.

In accordance with the provisions of the Amended Regional Sewage Service Contract, the extra-territorial service request is being forwarded to all contracting agencies for review and comment. The procedures established in the Regional Sewage Service City of Fontana Extra-Territorial Sewer Service Request January 15, 1997 Page 2

Contract provide the District's Board of Directors and/or contracting agencies with the opportunity to request that a public hearing be held on the question of authorizing sewer service for extra-territorial areas. All requests for a public hearing must be submitted in writing to Chino Basin Municipal Water District, and be received no later than thirty (30) days after distribution of this correspondence by the District.

The City of Fontana has indicated that the extra-territorial areas are included within their current ten-year growth forecast. As such, the District's Regional Capital Improvement Program will accommodate project-related flows.

IMPACT ON BUDGET

The extra-territorial areas are subject to the payment of all applicable fees, and the collection of extraordinary capital outlay charges that are essentially equivalent tax revenue. The Regional Capital Improvement Fund Reserves will be increased by the collection of these fees.

Respectfully submitted,

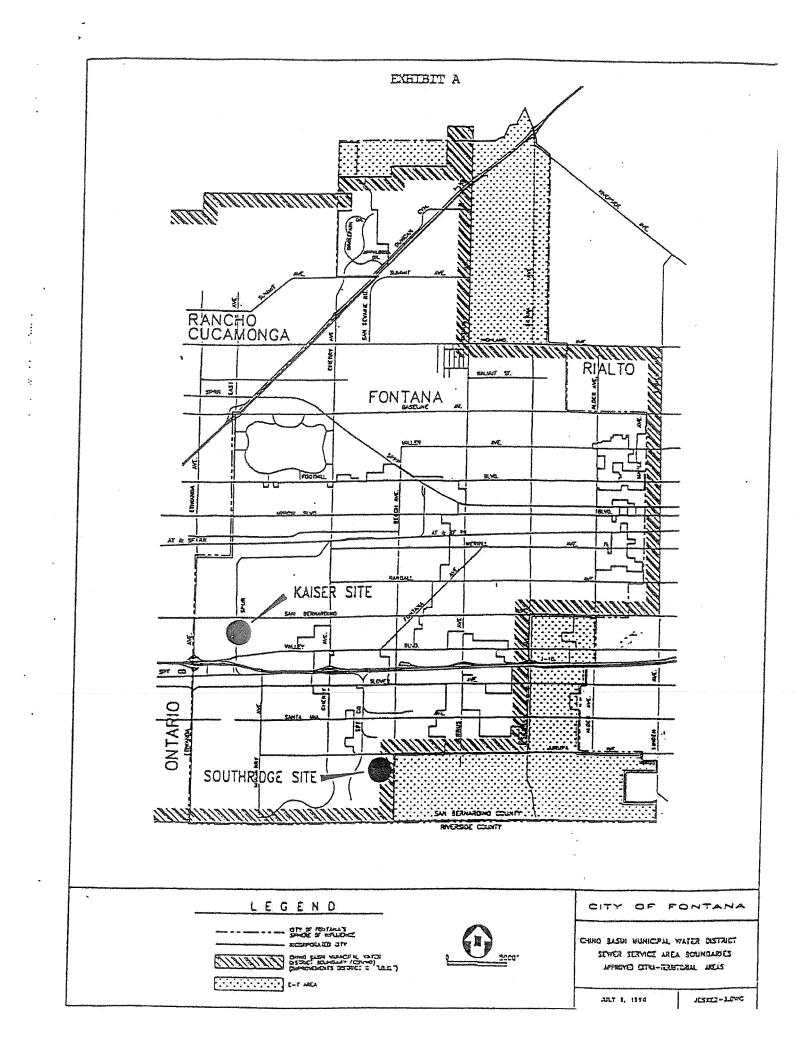
Robb D. Quincey Chief Executive Officer General Manager

By:

Douglas D. Drury Executive Manager - Operations Acting Executive Manager - Engineering and Planning

RDQ/DDD/GEH:map G:\Group\plan\matt\MP-FONET.LET

ATTACHMENT



MINUTES OF REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS OF CHINO BASIN MUNICIPAL WATER DISTRICT JANUARY 15, 1997

DIRECTORS PRESENT:

George Borba, Vice-President John Anderson, Secretary-Treasurer Terry Catlin Anne Dunihue Wyatt Troxel

STAFF PRESENT:

Robb Quincey, Chief Executive Officer/General Manager Jean Cihigoyenetche, General Counsel Larry Rudder, Chief Financial Officer Douglas Drury, Executive Manager - Operations Acting Executive Manager - Engineering and Planning Gary Hackney, Manager of Planning and Process Engineering Parivash Dezham, Civil Engineer Chris Baker, Manager of Laboratories Randall Reed, Electrical/Instrumentation Supervisor Cameron Langner, Manager of General Services Michael Chung, Acting Manager of Accounting Tina Cheng, Budget Officer Diana Hobbs, Senior Account Clerk Mark Kinsey, Water Resources Engineer Patricia Andrews, Manager of Human Resources Patrick King, Risk Manager Jahal Adhmandpour, Senior Engineer Associate/Specialist Paula Barron, Public Information Officer Patti Bonawitz, Board Secretary

OTHERS PRESENT:

Neil Cline, Santa Ana Watershed Project Authority Rudy Tekippe, Montgomery Watson Dave Medbery, Aguinaga Fertilizer Dick Boranian, American Gypsum Recycling Don Blind, Western/USA Waste Al Simonian, Western/USA Waste Mike Calaway, Western/USA Waste Tamo Estrada, EKO Systems Inc. Tom Pawlish, EKO Systems Inc. Steve Arbelbide, California Steel Industries, Inc. Michelle Lauffer, Chino Basin Watermaster Bob Page, Inland Valley Daily Bulletin Gene Koopman

-1-

A regular meeting of the Board of Directors of Chino Basin Municipal Water District was held at the office of the District, 9400 Cherry Avenue, Building A, Fontana, California on the above date at 9:00 a.m. The meeting was called to order by Chairman Borba, and the pledge of allegiance to the flag, led by Director Catlin, followed. A quorum was present.

Chairman Borba stated that members of the public may address the Board. There were no persons desiring to do so.

ELECTION OF OFFICERS

Chairman Borba turned the meeting over to General Counsel Jean Cihigoyenetche who conducted the election of officers. He opened the nominations for the office of President. Director Dunihue nominated Wyatt Troxel; and Director Catlin nominated John Anderson.

Upon motion by Director Catlin, seconded by Director Borba,

M97-1-1 MOVED, approval of the nomination of John L. Anderson for President of the Board of Directors.

with the following roll call vote:

Ayes:	Borba, Catlin, Anderson
Noes:	Dunihue, Troxel
Abstain:	None
Absent:	None.

The motion passed 3-2.

General Counsel Jean Cibigoyenetche opened the nominations for the office of Vice President. Director Dunihue nominated Wyatt Troxel; and Director Anderson nominated George Borba.

Upon motion by Director Dunihue, seconded by Director Troxel,

M97-1-2 MOVED, approval of the nomination of Wyatt Troxel for Vice-President of the Board of Directors.

with the following roll call vote:

Ayes:	Dunihue, Troxel
Noes:	Borba, Anderson, Catlin
Abstain:	Noné
Absent:	None.

The motion failed 3-2.

-2-

Upon motion by Director Anderson, seconded by Director Catlin:

M97-1-3 MOVED, approval of the nomination of George Borba for Vice-President of the Board of Directors.

with the following roll call vote:

Ayes:	Dunihue, Troxel, Catlin, Anderson, Borba
Noes:	None
Abstain:	None
Absent:	None.

The motion passed 5-0.

General Counsel Jean Cihigoyenetche opened the nominations for the office of Secretary-Treasurer. Director Troxel nominated Anne Dunihue; and Director Borba nominated Terry Catlin. Director Anderson moved that the nominations be closed.

Upon motion by Director Troxel, seconded by Director Dunihue and unanimously carried:

M97-1-4 MOVED, approval of the nomination of Anne Dunihue for Secretary/ Treasurer of the Board of Directors.

with the following roll call vote:

Ayes:	Dunihue, Troxel
Noes:	Catlin, Anderson, Borba
Abstain:	None
Absent:	None.

The motion failed 3-2.

Upon motion by Director Borba, seconded by Director Anderson and unanimously carried:

M97-1-5 MOVED, approval of the nomination of Terry Catlin for Secretary/Treasurer of the Board of Directors.

with the following roll call vote:

Ayes:Dunihue, Troxel, Borba, Anderson, CatlinNoes:NoneAbstain:NoneAbsent:None.

The motion passed 5-0. Director Anderson was seated as President of the Board of Directors.

As a point of order, Director Troxel questioned the appointments to the standing committees, sub-committees and District representatives. Discussion ensued regarding the President's prerogative to make those appointments as he deemed appropriate. President Anderson stated that he would review the appointments and notify each of the Directors by January 20, 1997, of his appointments.

CONSENT CALENDAR

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President Anderson asked if anyone wished to remove any item from the Consent Calendar. Regarding Item No. A (Minutes), Chief Financial Officer Larry Rudder stated that he was not present at the December 18, 1996, meeting and the minutes should be corrected to reflect his absence.

Upon motion by Director Borba, seconded by Director Dunihue and unanimously carried:

M97 MOV	-1-6 /ED, approval of the Consent Calendar.
А.	The Board approved the minutes from the Board of Directors meeting of December 18, 1996, as amended.
В.	The Board adopted Resolution No. 97-1-1, authorizing organizational memberships an affiliations; and authorized a FY 1996/97 General Fund budget amendment in the amount of \$2,111, for the District Membership Account No. GG-110-111- 6029, which increased the District membership appropriation to \$17,845.
	RESOLUTION NO. 97-1-1 RESOLUTION OF THE BOARD OF DIRECTORS OF CHINO BASIN MUNICIPAL WATER DISTRICT AUTHORIZING ORGANIZATIONAL MEMBERSHIPS AND AFFILIATIONS. (For full text, see Resolution Book).
C.	The Board denied a claim in an amount estimated to exceed \$25,000, filed by Daniel O'Malley, against the District on December 24, 1996.
D.	The Board received and filed an informational report regarding the delineation of the Kimball Interceptor that was approved as a Regional Interceptor by the Regional Technical Committee.
Ε.	The Board approved the work performed by Whitehead Construction as complete, under the construction contract for the CCWRF - Aeration Basin Sprays - Project No. EN96029; and authorized a filing of a Notice of Completion.
	Continued

M97-1-6, Continued

The Board authorized the purchase of laboratory testing equipment F. from Hewlett-Packard Corporation, at a total cost of \$262,499.57, including sales tax and shipping charges; and adopted Resolution No. 97-1-2, authorizing the Office of Procurement, Department of General Services, of the State of California to purchase said laboratory equipment on behalf of Chino Basin Municipal Water District pursuant to Section 10324 Public Contract Code. **RESOLUTION NO. 97-1-2** RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHINO BASIN MUNICIPAL WATER DISTRICT, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA TO PURCHASE CERTAIN ITEMS ON THE DISTRICT'S BEHALF. (For full text, see Resolution Book).

TREASURER'S REPORT

Chief Financial Officer Larry Rudder presented the Treasurer's Report, and responded to those questions raised by the Board regarding expense items.

Upon motion by Director Dunihue, seconded by Director Troxel and unanimously carried:

M97-1-7 MOVED, ratification of General Fund Vouchers #010798 through #010800 and #045585 through #045778; ratification and approval of General Fund Vouchers #045783 through #045785; ratification of 13 garnishments and 4 wire transfers; ratification of Net Employee Payroll Vouchers #083249 through #083465 dated December 20, 1996; and ratification of Net Employee Payroll Vouchers #083466 through #083687 dated January 3, 1997.

Mr. Rudder distributed a revised investment page.

Upon motion by Director Borba, seconded by Director Troxel and unanimously carried:

M97-1-8

MOVED, ratification of investments with Dean Witter, Paine Webber Incorporated, and L.A.I.F. for a total amount of \$2,218,097.85.

Chief Executive Officer/General Manager Robb Quincey stated that Closed Session Item No. 8-8 (Personnel Matters - Proposed Organizational Changes) could be discussed in open session and it was the Board's decision when they would like to consider the item. It was the consensus of the Board to discuss the item, prior to going into Closed Session.

PUBLIC HEARING FOR RP-4 OUTFALL LINE RECLAIMED WATER DISTRIBUTION SYSTEM

President Anderson stated that the purpose of the public hearing was to provide the public an opportunity to comment on the draft mitigated negative declaration prepared for the Regional Plant No. 4 Outfall Line Reclaimed Water Distribution System Project and opened the public hearing at 9:16 a.m. Water Resources Engineer Mark Kinsey summarized the findings of the negative declaration, which addressed environmental consequences and project implementation. He stated that there were no significant impacts on biological consequences, water quality, and the underlying water in the basin. There were no public comments received. President Anderson closed the public hearing at 9:33 a.m. Discussion ensued regarding the definition of an "institutional approach" to support project implementation, users list, and status of the agreements. The report was received and filed.

STATUS REPORT, RP-5 AND KIMBALL INTERCEPTOR PROJECTS, PROJECTS NO. EN95028 AND NO. EN97007

Executive Manager of Operations and Acting Manager of Engineering and Planning Douglas Drury provided an update on the Kimball Interceptor Project and summarized the procedures to select a consulting engineer for RP-5 and Kimball Street Interceptor Projects. Dr. Drury reviewed the procedures for the award of contract, which will involve the Regional Technical/Policy Committees. Manager of Planning and Process Engineering Gary Hackney updated the Board on the status of the land acquisition efforts for RP-5. He stated that five of the six offers had been made to the various property owners, with the last offer being proposed on January 16, 1997. To date, the District has received three counter offers. Discussion ensued regarding the inclusion of financial statements (which would show a company's strength) in the statement of qualifications, the importance of not sacrificing quality for cost, and RP-5 project time schedules. The report was received and filed.

CITY OF FONTANA EXTRA-TERRITORIAL SEWER SERVICE REQUEST

Manager of Planning and Process Engineering Gary Hackney defined "extra-territorial" and stated that the District was in receipt of an extra-territorial service application from the City of Fontana. He stated that this application is a "deal point" in the recently executed agreement between the members of the Regional Sewage Service Program and the City of Fontana in regards to RP-3. The extra-territorial service areas as proposed will be approved at the conclusion of the thirty-day review period, barring any requests for public hearing. At that time, the District will not have discretion of any extra-territorial sewer service requests. Mr. Hackney stated that the City of Fontana has indicated that the extra-territorial areas are included within their current ten-year growth forecast. Discussion ensued regarding collection of fees, including payment of back fees, and the City of Fontana's enforcement procedures. The report was received and filed.

CBMWD SLUDGE MANAGEMENT PLAN AND DUST CONTROL PROCEDURES

Manager of Planning and Process Engineering Gary Hackney briefly reviewed the District's Sludge Management Plan and the dust control procedures that have been implemented at the District's Co-Composting Facility. As of January 31, 1997, the District anticipates that the Co-Composting Facility will be permitted to operate seven days per week, which will provide an

estimated savings of \$470,000 annually. Mr. Hackney further stated that: 1) reliable back-up plans are in place for sludge disposal; and 2) due to recent Santa Ana winds, fugitive dust emissions have been identified on site; however, District staff are working with the facility's contract operators in monitoring fugitive dust emissions. Mr. Hackney introduced Tom Pawlish of EKO Systems Inc. (EKO) who reviewed: 1) the problems EKO had incurred; 2) manure/sludge collection statistics for FY 1995/96; 3) their marketing plan for FY 1995/96; and 4) their marketing efforts for 1997, which involve increased sales and marketing staff. Discussion ensued regarding stockpiling and the District's associated risks and liability; interim holding areas; and primary users of the product. Mr. Hackney introduced AI Simonian of Western/USA Waste. Mr. Simonian introduced Don Blind, also with Western/USA Waste, who provided an update for the Board regarding their sales efforts and tonnages accepted throughout FY 1995/96. Discussion ensued regarding bagging operations, and next year's projections. Director Borba commended both entities for their efforts on behalf the District's Co-Composting Facility and for their tremendous outreach in helping the local dairymen, and President Anderson commended them for their efforts. The report was received and filed.

PROPOSED ORGANIZATIONAL CHANGES

Chief Executive Officer/General Manager Robb Quincey stated that: 1) this is the last of the major streamling efforts for this organization, short of a class/compensation study to be proposed sometime next year. He further noted that most of the recommendations resulted from the efforts of the "Privatization From Within" team, as well as Executive Management. Staff recommended that the Board approve the elimination of 29 positions, the establishment of 12 new positions, and changes to four classification titles or salary ranges, which would provide a total net savings of \$1,580,189, for the remainder of FY 1996/97 and for all of FY 1997/98. Staff further stated that the "position reductions" opposed to "staff reductions" were implemented to reduce District-wide employment to the current 223 positions. Chief Financial Officer Larry Rudder reviewed the proposed additions within his Division, and Executive Manager of Operations and Acting Executive Manager of Engineering and Planning Douglas Drury reviewed the proposed changes/additions within his Divisions. Discussion ensued regarding the direct reporting authority of the newly proposed position of Internal Auditor/Management Analyst/Grants Administrator (i.e., "checks and balances"), quasicentralized maintenance department, and concern in obtaining a Grade II Operator's certification for the newly proposed Electrician/Operator position. President Anderson and Director Borba commended the efforts of the staff for reducing costs and streamlining District efficiencies.

Upon motion by Director Borba, seconded by Director Catlin and unanimously carried:

M97-1-9

MOVED, approval of the elimination of 29 positions, the establishment of 12 new positions, and changes to 4 classification titles or salary ranges, effective January 26, 1997, which will result in a total net savings of approximately \$1,580,189, during the remainder of FY 1996/97 and all of FY 1997/98.

CHIEF EXECUTIVE OFFICER/GENERAL MANAGER'S REPORT

Chief Executive Officer/General Manager Robb Quincey stated that: 1) Kati Ooten was the recipient of the Association of Special Districts' Robert A. Scherer Scholarship Award; 2) he

and Manager of Planning and Process Engineering Gary Hackney met with Ten-Ninety, Ltd. representatives. They are interested in meeting with the Board to discuss the possibility of acquiring the District's old "RP-3" site; and 3) an "800# District hotline" has been established. Public Information Officer Paula Barron presented the Board with a draft brochure regarding the "Safety and Use of Chemicals" and invited the Board's comments. Executive Manager of Operations and Acting Manager of Engineering and Planning Douglas Drury stated that the gear box for screw pump No. 3 was scheduled to arrive on Friday, January 18, 1997, and staff anticipates that it will be on-line by Tuesday, January 21, 1997. Due to the strange noises noted from screw pump No. 2, staff decreased flows at CCWRF and increased flows to RP-2 to minimize the load on screw pump No. 2. Once screw pump No. 3 is on-line, staff will investigate the noises from screw pump No. 2, and a formal report will be provided for the Board in February.

SAWPA REPORT

Chief Executive Officer/General Manager Robb Quincey stated that the proposed indemnification language/concept regarding the Chino Basin and Arlington Desalters, as well as its impact upon the various member agencies, was the major topic of discussion.

MWD REPORT

Director Troxel reported that the Board approved the distribution of \$70 million in unanticipated revenues and actual cost savings among the District's 27 member agencies. Three options were presented: 1) to leave the monies with MWD; 2) return \$45 million to the member agencies, leaving approximately \$25 million to be deposited into a "pay as you go" fund; or 3) return all of the \$70 million to the member agencies, disbursed according to the amount of water purchased from MWD. Also, Director Troxel stated that the Domengoni settlement is progressing.

REGIONAL POLICY COMMITTEE REPORT

Due to the lack of a meeting, no formal report was presented.

CLOSED SESSION

The Board went into Closed Session at 11:15 a.m., pursuant to Government Code Section 54956.9 (a) - Conference with Legal Counsel - Existing Litigation: Chino Basin Municipal Water District v. Albers, Case No. RCV 52112; Chino Basin Municipal Water District v. Parkson et al., Case RCV 17179; County of San Bernardino v. Chino Basin Municipal Water District, Case No. RCV 19941; and Los Angeles County Sanitation District v. Chino Basin Municipal Water District. The meeting resumed at 11:35 a.m. General Counsel Jean Cihigoyenetche stated that in Closed Session, discussion was held regarding the above-mentioned issues and the Board took no action.

With no further business, Chairman Anderson adjourned the meeting at 11:36 a.m.

APPROVED: February 5, 1997

Attachment 3

IEUA Rate Resolution 2015-5-5

RESOLUTION NO. 2015-5-5

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY* (IEUA), SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING THE REIMBURSEMENT PAYMENT FOR FISCAL YEAR 2015/16 THROUGH 2019/20.

WHEREAS, the Finance, Legal, and Administration Committee and the Board of Directors have reviewed and recommended the adjustments to the Reimbursement Payment,

WHEREAS, the financing of the Ten-Year Capital Improvement Program requires that the Reimbursement Payment will be increased to \$5,415 per Equivalent Dwelling Unit (EDU) effective January 1, 2016, and increased to \$6,009 per EDU effective January 1, 2017, and increased to \$6,309 per EDU effective July 1, 2017, and increased to \$6,624 per EDU effective July 1, 2018 and increased to \$6,955 per EDU effective July 1, 2019,

NOW THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby RESOLVE, DETERMINE AND ORDER the following to be effective on,

Section 1 July 1, 2015 for the first six months, July through December, of Fiscal Year 2015/16 the Reimbursement Payment for the Contracting Agencies shall be \$5,107 per EDU

Section 2 January 1, 2016 through June 31, 2016 of Fiscal Year 2015/16 and the first six months, July through December, of Fiscal Year 2016/17 the Reimbursement Payment for the Contracting Agencies shall be \$5,415 per EDU

Section 3 January 1, 2017 for Fiscal Year 2016/17 the Reimbursement Payment for the Contracting Agencies shall be \$6,009 per EDU

Section 4 July 1, 2017 for Fiscal Year 2017/18 the Reimbursement Payment for the Contracting Agencies shall be \$6,309 per EDU

Section 5. July 1, 2018 for Fiscal Year 2018/19 the Reimbursement Payment for the Contracting Agencies shall be \$6,624 per EDU

Section 6 July 1, 2019 for Fiscal Year 2019/20 the Reimbursement Payment for the Contracting Agencies shall be \$6,955 per EDU

Section 7. That the provisions of the Regional Sewage Service Contract and any amendments thereto, are hereby applicable and will remain in full force and effect

RESOLUTION NO. 2015-5-5 Page 2 of 3

Section 8. That upon the effective date of this Resolution, Resolution No. 2012-2-3 is hereby rescinded.

ADOPTED this 20th day of May, 2015

President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof RESOLUTION NO. 2015-5-5 Page 3 of 3

STATE OF CALIFORNIA COUNTY OF SAN BERNARDINO

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2015-5-5 was adopted at a regular Board Meeting on May 20, 2015, of said Agency by the following vote:

)SS

)

AYES: Hall, Elie, Camacho, Koopman, Catlin

NOES: None

ABSTAIN: None

ABSENT: None

Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

*A Municipal Water District

Attachment 4

Excerpt of Chino Basin Regional Sewage Service Contract (Section 12)

B. Other Sewage Collection Agencies

CBMWD shall not make the services and facilities of the Regional Sewerage System available, other than on a temporary, emergency basis, to any sewage collection agency which is not a party to a Service Contract until such agency has entered into a service contract. Any Contracting Agency may restrain violations of the provisions of this part B by mandamus, injunction or other appropriate remedy.

C. <u>CBMWD's Performance</u>

CBMWD shall exert every reasonable effort to insure that capital improvement projects necessary to enable the Regional Sewerage System to meet the Forecasted Demands of all Contracting Agencies are planned, designed and constructed in a timely manner and so that the Regional Sewerage System will at all time be able to provide for the Capacity Demands of all Contracting Agencies. The Contracting Agencies recognize that the timing of the planning, design and construction of such capital improvement projects is largely dependent upon the Contracting Agencies making reasonable accurate projections of increased connections to and usage of their Community Sewer Systems. (Amended April 12, 1984)

Section 12. EXTRA-TERRITORIAL SEWER SERVICE

A. <u>Service Outside the Boundaries of CBMWD and</u> <u>Improvement District "C"</u>

> 1. <u>Upon the Effective Date of a Service Contract</u> Any Contracting Agency which, upon the effective date

of the Service Contract with that agency, was furnishing sewer service to any territory outside the boundaries of CBMWD and Improvement District "C," may continue to furnish such service and shall be entitled to the services and facilities of the Regional Sewerage System for that purpose. Each Contracting Agency providing sewer service to any such outside territory shall file a map or maps with the secretary of CBMWD showing the boundaries of all such territory.

2. After the Effective Date of a Service Contract

Any Contracting Agency, after the effective date of the Service Contract with that agency, may furnish sewer service to additional territory outside the boundaries of CBMWD and of Improvement District "C." Prior to furnishing such sewer service, the Contracting Agency shall file a written request with CBMWD. Upon receipt of such a written request, CBMWD shall notify all other Contracting Agencies in writing of the receipt of the request. At the written request of any Contracting Agency, CBMWD shall schedule a hearing on the written request for extra-territorial service, and the hearing shall be conducted by CBMWD in accordance with the hearing procedures set forth in Section 26A hereof; provided that such a request for a hearing must be received by CBMWD within thirty (30) days after the date of CBMWD's written notice of the receipt of the request.

The hearing shall be upon the question of authorizing sewer service to the additional territory. Upon the conclusion

of the hearing, the Board of Directors of CBMWD shall by resolution authorize sewer service to all or any part of the additional territory by the applicant or applicants unless it determines that such service is not in the public interest, in which case the resolution of said Board of Directors shall set forth findings in support of that determination.

B. <u>Annual Capital Outlay Charge for Territory</u> Outside CBMWD and Improvement District "C"

In addition to the payment of service charges, each Contracting Agency providing the services and facilities of the Regional Sewerage System to territory outside CBMWD and Improvement District "C" shall be obligated to pay CBMWD special capital outlay charges for such territory, as provided in subpart 1 or 2 of this part B or both such subparts, if both are applicable. Moneys received by CBMWD in payment of special capital outlay charges shall be deposited or credited to the Regional Wastewater Capital Improvement Fund and utilized, together with all interest earned thereon, solely for the purpose of financing the acquisition, improvement and expansion of the Regional Sewerage System.

1. Annual Capital Outlay Charge

The Contracting Agency shall annually pay CBMWD a special capital outlay charge in an amount equivalent to the amount of the property tax and other revenue which CBMWD would have received during the fiscal year if such property were within Improvement District "C." Such charge shall be payable

by the Contracting Agency during each fiscal year in the amounts and at the times specified by CBMWD.

2. Extraordinary Capital Outlay Charge

If any Contracting Agency furnishes sewer service to any additional territory outside of CBMWD and Improvement District "C" pursuant to subpart 2 of part A of this section after the effective date of the Service Contract with that agency, the Contracting Agency shall pay to CBMWD an extraordinary capital outlay charge with respect to such territory. Such charge shall be in an amount equal to the total of (i) all past capital outlay taxes which would have been imposed by CBMWD prior to July 1, 1978 upon taxable property within such territory had it been subject to taxation by CBMWD for capital outlay taxes under the Capital Outlay Ordinance, (ii) an amount equivalent to the total property tax revenue. which would have been received by CBMWD pursuant to Sections 96 through 99 of the Revenue and Taxation Code for all fiscal years. subsequent to July 1, 1978, and (iii) and an amount equal to all other revenues which CBMWD would have received had such territory been within Improvement District "C." CBMWD may authorize any extraordinary capital outlay charges to be paid in deferred installments plus interest over a period not exceeding 25 years from the commencement of sewer service to the extraterritorial territory or the unexpired term of this contract, whichever may be the shorter.

C. Capital Capacity Reimbursement Account Payments

If any Contracting Agency furnishes sewer service to any additional territory pursuant to subpart 2 of part A of this section after the effective date of the Service Contract with that agency, the Contracting Agency shall deposit or credit to its Capital Capacity Reimbursement Account a Capital Capacity Reimbursement Payment for each new Residential Unit which was or is connected to its Community Sewer System within that territory subsequent to July 1, 1979 and for each newly constructed Commercial Unit or Industrial Unit which was or is connected to the Community Sewer System within that territory subsequent to January 1, 1980, the amount of which shall be determined as provided in subpart 2 of part E of Section 9 hereof. (Amended April 12, 1984)

Section 13. DELIVERY POINTS: CONNECTION COSTS

Each Contracting Agency shall deliver sewage from its Community Sewer System into the Regional Sewerage System at such delivery points as may, from time to time, be requested by the Contracting Agency and approved by CBMWD. CBMWD shall give the Regional Technical Committee not less than 60 days' written notice of its intention to approve any new delivery point. Upon receipt of a favorable report and recommendation from the committee or upon failure of the committee to report within said 60-day period, CBMWD may authorize the new delivery point. If the Regional Technical Committee recommends against a new delivery point for any Contracting Agency, the Contracting Agency may file a written request for a hearing with the

ORDINANCE NO. 918

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADDING SECTION 26-45.1, SECTION 26-45.2, SECTION 26-45.3, AND SECTION 26-45.4 TO THE CODE OF THE CITY OF FONTANA, PROVIDING FOR THE IMPOSI-TION OF AN ADDITIONAL CONNECTION CHARGE AND MONTHLY CHARGE FOR PROPERTY SERVED WHICH IS LOCATED OUTSIDE THE BOUNDARIES OF CHINO BASIN MUNICIPAL WATER DISTRICT.

THE CITY COUNCIL OF THE CITY OF FONTANA DOES ORDAIN AS FOLLOWS:

54

SECTION 1. Chapter 26 of the Code of the City of Fontana is amended by adding Section 26-45.1, Section 26-45.2, Section 26-45.3 and Section 26-45.4 as follows:

Sec. 26-45.1. Additional connection charge - Outside Improvement District "C" of Chino Basin Municipal Water District.

There shall be an additional connection charge imposed for property served which is located outside the boundaries of Improvement District "C" of Chino Basin Municipal Water District (CEMWD). The charge shall be computed pursuant to Section 12" of the Chino Basin Regional Sewage Service Contract. The charge shall be computed by multiplying the County Assessor's appraised value of the property for each previous fiscal year from and including 1973-74 to 1977-78 by the respective CBMHD Improvement District "C" tax rate plus the portion of the CBMWD General Tax ; rate as applied each year to the Regional and Tertiary Waste Water Systems and to that portion of the tax rate allocated to District General Administrative expenditures for the Regional and Tertiary Waste Hater Systems. Starting with fiscal 1978-79, the property value for each previous fiscal year shall be multiplied by the respective CBMWD Improvement District "C" tax allocation. factor plus the portion of CBMWD General Tax allocation factor as applied each year to the Regional and Tertiary Waste Water Systems and to District Administrative expenditure for the Regional and Tertiary Waste Water Systems. Upon division of property into buildable parcels, a prorated additional connection charge shall be paid for the period of time between the last payment above and the date of the division prior to recording any division documents: and subsequently, an interim additional connection charge shall be imposed pursuant to Sec. 26-45.3 below.

Sec. 26-45.2. Additional monthly sewer charge - Outside Improvement District *C* of the Chino Basin Municipal Water Dist.

Upon commencement of billing for sewer service by the City, there shall be an additional monthly charge imposed for property served which is located outside the boundaries of Improvement District "C" of CBMWD. The charge shall be "A" dollars per equivalent dwelling unit (EDU) per month. "A" shall be determined annually by the City on July 1 and will be set at the amount of certain sewer taxes per EDU being received from the taxable area within Improvement District "C".

Exhibit No. 1

These taxes are to be the Improvement District "C" portion of taxes plus the portion of the CBMWD General Taxes applied each year to the Regional and Tertiary Waste Water Systems and the District General Administrative expenditures for the Regional and Tertiary Waste Water Systems.

Sec. 26-45.3. Interim additional connection charge - Outside Improvement District "C" of Chino Basin Municipal Water District.

After such time that property is divided into buildable parcels and has paid its additional connection charge pursuant to Sec. 25-45.1 above, the property shall be obligated to pay, on a monthly basis, an interim additional connection charge which is computed as one-third of the additional monthly sewer charge pursuant to Sec. 26-45.2 above. To guarantee that such interim charges are paid, the property shall post cash or a bond with the City, as approved by the City Engineer. The amount of the cash or bond shall be computed by the City based on the approved number of equivalent dwelling units and the estimated build out period. In any case, occupancy of property shall not be allowed until all current and delinquent additional connection charges have been paid.

Sec. 26-45.4. Payment to Chino Basin Municipal Water District.

Revenues collected under Sections 26-45.1, 26-45.2, and 26-45.3 shall be promptly forwarded to CBMWD and shall be accompanied by adequate information to validate amounts paid.

SECTION 2. This ordinance shall take effect thirty (30) days after the date of the adoption and prior to the expiration of fifteen (15) days from passage thereof, shall be published by the City Clerk at least once in the Herald News, a newspaper of general circulation, published and circulated in the City of Fontana, and thenceforth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this 2nd day of August, 1988.

/s/ Nathan A. Simon Mayor of the City of Fontana

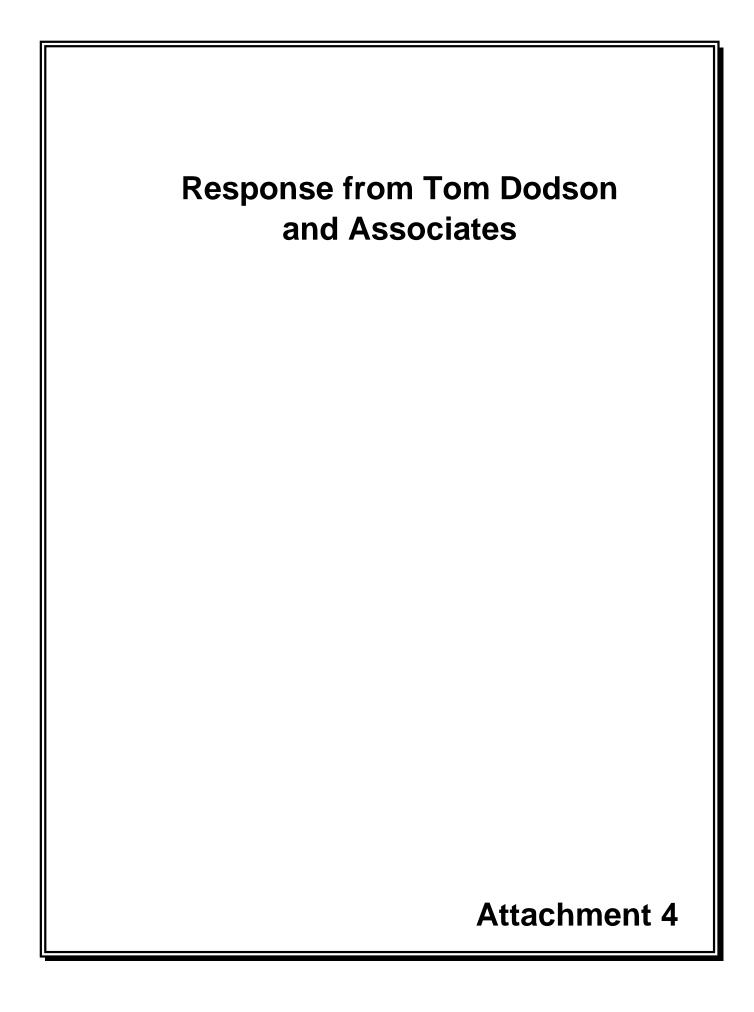
ATTEST:

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/s/ Patricia M. Murray

Sity Clerk



TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406 Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405 Tel: (909) 882-3612 ★ Fax: (909) 882-7015 ★ Email: tda@tdaenv.com



November 11, 2019

Mr. Samuel Martinez Local Agency Formation Commission 1170 W. 3rd Street, Unit 150 San Bernardino, CA 92415-0490

Dear Sam:

I have completed the California Environmental Quality Act (CEQA) review of out-of-area service contract, SC#446 for the Commission. LAFCO SC#446 would permit the Inland Empire Utilities Agency (IEUA or Agency) to provide wastewater treatment services to areas outside of its boundaries and outside of its Sphere of Influence in the City of Fontana.

As background information, the Agency performs wastewater treatment and disposal services for much of the area encompassed by the Chino Groundwater Basin, including the City of Fontana. Based on a contract with the cities of the Chino Basin, if an IEUA member agency was furnishing sewer service to territory outside of the boundaries of IEUA and its Improvement District C, the Agency may continue to furnish such service and shall be entitled to the services and facilities of the Regional Sewerage System. In January 1997, IEUA approved the City of Fontana's application for extra-territorial sewer service for all areas within the City's Sphere of Influence. These are areas that discharge to the City's sewer system which ultimately delivers wastewater to IEUA water reclamation plants. IEUA indicates that it receives wastewater influent from 32 commercial and 520 residential connections outside of its boundary. The extraterritorial areas of IEUA are shown in the attached map.

In 2016, Government Code Section 56133.5 established a program through 2020 that allows Napa and San Bernardino County LAFCOs to authorize a city or district to extend services outside of a sphere for additional purposes beyond responding to a threat to public health or safety, based on specific criteria. Commission Staff have documented that the proposed action to allow IEUA to service areas outside of its boundaries meets these criteria. If approved, the provision of wastewater collection services by the City of Fontana to the extraterritorial areas shown in the attached graphic would accommodate this unique circumstance and harmonize with other statutes regarding out-of-agency service agreements.

Based on the above proposal and the findings presented below, it appears that LAFCO SC#446 can be implemented without causing any significant adverse environmental impacts. Based on the existing services being provided with wastewater collection and treatment and future connections, this project has no potential to cause a significant adverse impact on the environment and it will continue to protect public health and safety. Therefore, I conclude that LAFCO SC#446 does not constitute a project under CEQA and adoption of the Statutory Exemption (under the "Common Sense Exemption") and filing of a Notice of Exemption is the most appropriate determination to comply with the CEQA. This exemption is found in Section 15061(b)(3). The Commission can approve this review and finding for this action and I recommend that you notice LAFCO SC#446 as exempt from CEQA for the reasons outlined in

the State CEQA Guideline section cited above. The Commission needs to file a Notice of Exemption (NOE) with the County Clerk to the Board for this action once a decision is made for this action.

Based on a review of LAFCO SC#446 and the pertinent sections of CEQA and the State CEQA Guidelines, I believe it is appropriate for the Commission's CEQA environmental determination to cite the "Common Sense Exemption," as adequate CEQA documentation in accordance with the Commission's CEQA lead agency status. If you have any questions regarding this recommendation, please feel free to give me a call.

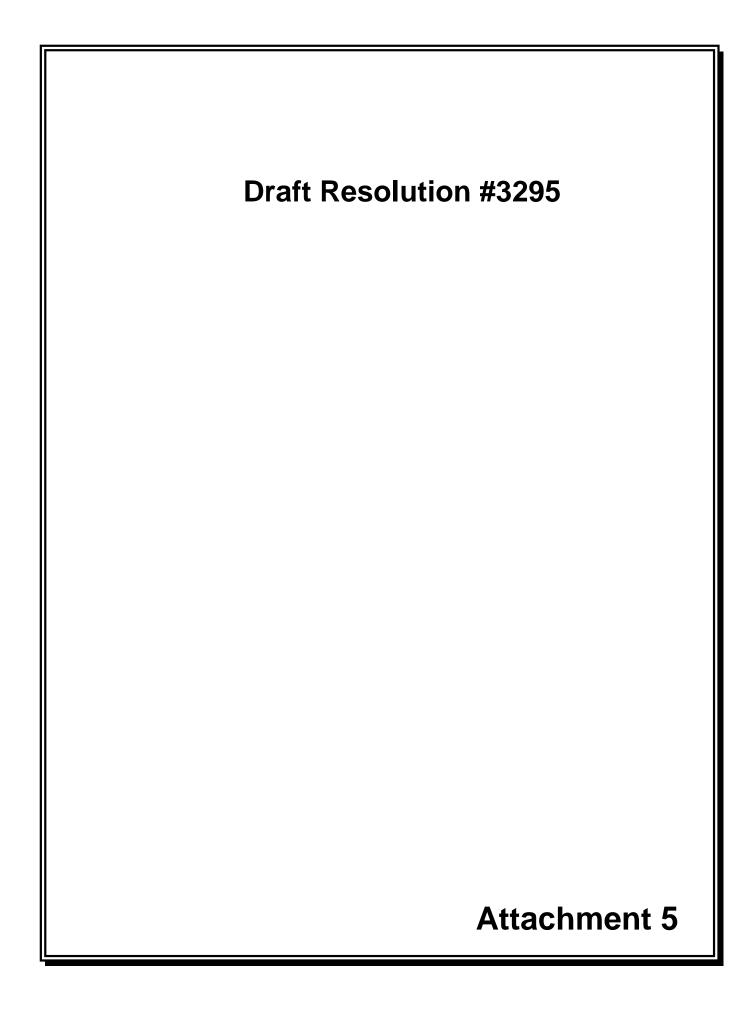
Sincerely,

tom W.

Tom Dodson

TD/cmc

Attachment



LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490 (909) 388-0480 • Fax (909) 388-0481 lafco@lafco.sbcounty.gov www.sbclafco.org

PROPOSAL NO.: LAFCO SC#446

HEARING DATE: NOVEMBER 20, 2019

RESOLUTION NO. 3295

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO SC#446 – AUTHORIZATION FOR THE INLAND EMPIRE UTILITIES AGENCY TO PROVIDE SERVICES OUTSIDE ITS BOUNDARY AND OUTSIDE ITS SPHERE OF INFLUENCE PURSUANT TO GOVERNMENT CODE SECTION 56133.5

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

WHEREAS, Government Code Section 56133.5 requires the Local Agency Formation Commission to review and approve or deny applications for agencies to provide services outside their existing boundaries and outside their spheres of influence to support existing or planned uses; and,

WHEREAS, an application for the proposed service provision in San Bernardino County was filed with the Executive Officer of this Local Agency Formation Commission in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.), and the Executive Officer has examined the application and determined 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 the Commission on this matter; and,

WHEREAS, the Executive Officer has reviewed available information and prepared a report including his 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 November 20, 2019 at the time and place specified in the notice of public hearing; and,

RESOLUTION NO. 3295

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

WHEREAS, the Commission certifies that LAFCO SC #446 is statutorily exempt from environmental review, and directs the Executive Officer to file the Notice of Exemption within five (5) days.

NOW, THEREFORE, BE IT RESOLVED, that the Local Agency Formation Commission for San Bernardino County does hereby determine, find, resolve and order as follows:

DETERMINATIONS:

SECTION 1. Government Code Section 56133.5 requires that the Commission make the following determinations regarding the area to be served outside the agency's sphere of influence, at a noticed public hearing.

- 1. <u>That the proposed service extension was identified and evaluated in a service review.</u> The service was identified and evaluated in the following service review: LAFCO 3190 in 2018.
- <u>That the proposed service extension will not have an adverse impact on open</u> <u>space/agricultural lands and/or is not growth inducing.</u> Continuation of wastewater treatment and disposal service to the area identified in Section 12 of the Chino Basin Regional Sewage Service Contract (as amended October 1994) is not anticipated to have an adverse impact on open space or agricultural lands.
- 3. <u>That inclusion of the area to be served into the agency's sphere of influence is not feasible or desirable based on adopted commission policies.</u> The areas served by IEUA outside of its boundary and sphere of influence are well beyond IEUA's sphere of influence. Therefore, inclusion within IEUA's sphere is not feasible or desirable. Further, IEUA is a state water contractor and its boundary and sphere border those of another state water contractor. Therefore, extension of the sphere of one state water contractor over another is not feasible or desirable.

SECTION 2. <u>CONDITION</u>. The Inland Empire Utilities Agency shall indemnify, defend, and hold harmless the Local Agency Formation Commission for San Bernardino County from any legal expense, legal action, or judgment arising out of the Commission's approval of this service contract, including any reimbursement of legal fees and costs incurred by the Commission.

SECTION 3. The Local Agency Formation Commission for San Bernardino County does hereby determine to authorize the Inland Empire Utilities Agency to provide services outside its boundary and outside its sphere of influence within the areas identified in Exhibit A pursuant to Government Code Section 56133.5.

SECTION 4. The Commission instructs the Executive Officer of this Local Agency Formation Commission to notify the affected agencies that the application identified as LAFCO SC#446 – Authorization for the Inland Empire Utilities Agency to Provide Services outside its Boundary and Outside its Sphere of Influence Pursuant to Government Code Section 56133.5, has been approved.

RESOLUTION NO. 3295

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

COUNTY OF SAN BERNARDINO

I, SAMUEL MARTINEZ, 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 November 20, 2019.

) ss.

DATED:

SAMUEL MARTINEZ Executive Officer

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490 (909) 388-0480 • Fax (909) 388-0481 lafco@lafco.sbcounty.gov www.sbclafco.org

DATE: NOVEMBER 12, 2019

- FROM: SAMUEL MARTINEZ, Executive Officer JEFFREY LUM, LAFCO Analyst
- TO: LOCAL AGENCY FORMATION COMMISSION
- SUBJECT: Agenda Item #9: LAFCO 3238 Reorganization to include Annexation to the Running Springs Water District and Detachment from the San Bernardino County Fire Protection District, Its Mountain Service Zone, and its Zone FP-5

INITIATED BY:

Resolution of the Board of Directors of the Running Springs Water District

RECOMMENDATION:

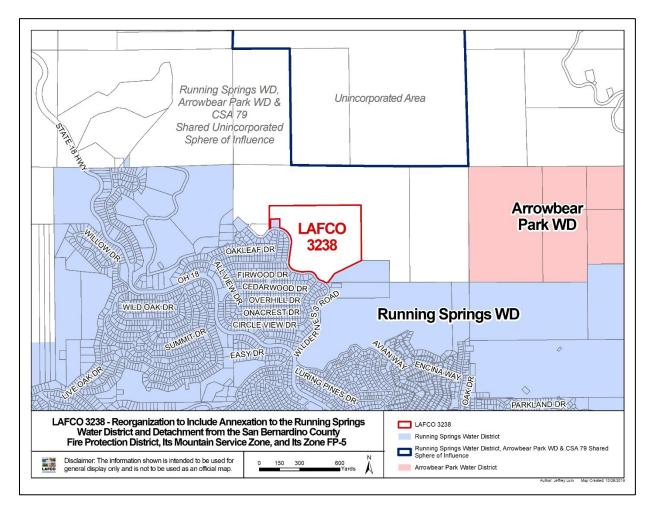
The staff recommends that the Commission approve LAFCO 3238 by taking the following actions:

- 1. For environmental review, certify that LAFCO 3238 is statutorily exempt from the provisions of the California Environmental Quality Act and direct the Executive Officer to file the Notice of Exemption within five (5) days;
- 2. Approve LAFCO 3238, with the standard terms and conditions including the condition for the "hold harmless" clause for potential litigation costs, continuation of fees, charges, assessments, etc.;
- 3. Waive protest proceedings, as permitted by Government Code Section 56662(d), with 100% landowner consent to the reorganization; and,
- 4. Adopt LAFCO Resolution No. 3296, setting forth the Commission's determinations and conditions of approval concerning LAFCO 3238.

BACKGROUND:

In November 2018, the property owner of the Getaway House project in Running Springs requested the Running Springs Water District ("District") to annex its entire camp property in order to save on its outside water and sewer service costs. Additionally, the District supported the annexation request to provide for a more logical, efficient, and effective delivery of its services including water, sewer (collection and treatment) and fire protection/emergency medical response services to the area. In March 2019, the District initiated the reorganization proposal—with 100% landowner consent—to annex the entire camp parcel (Assessor Parcel Number 0328-101-29) encompassing approximately 59 acres to the District. The reorganization includes the detachment from the San Bernardino County Fire Protection District, its Mountain Service Zone, and its Service Zone FP-5.

As shown on the map below, the proposed reorganization area is generally located northeast of Highway 18 and east of Wilderness Road. The reorganization area is within the Running Springs Water District's sphere of influence. The map below, which is included as part of Attachment #1 to this report, provides a general location of the area to be annexed into the District.



The purpose of the reorganization is to provide financial relief to the Getaway House camp property. By annexing to the District, the property would be relieved from the higher out-of-agency water and wastewater rates currently charged by the District to the camp property. The reorganization proposes to (continue to) provide water and wastewater services (currently provided by the District through contract) and provide fire protection and emergency medical response to the Getaway House camp property.

This report will provide the Commission with the information related to the four major areas of consideration required for a jurisdictional change – boundaries, land uses, service issues and the effects on other local governments, and environmental considerations.

BOUNDARIES:

As outlined above, the reorganization area includes a single parcel (APN: 0328-101-29) located adjacent to the District's boundary on the east side of Wilderness Road (2001 Wilderness Road) within the community of Running Springs encompassing approximately 59 acres. The reorganization area is bounded by a combination of Wilderness Road and parcel lines (along the District's boundary) on the south and parcel lines on the west, north, and east.

LAFCO 3238 has no boundary concern since the property already receives water and sewer service from District by contract. Upon annexation, the camp property will continue to receive water and sewer service from the District as well as fire protection and emergency medical response.

LAND USE:

The Getaway House camp property has an existing commercial campground facility with approximately 43 cabins and other ancillary structures. The County's land use designation for the reorganization area is Hilltop/Resource Conservation (HT/RC).

No change in land use is anticipated as a result of the annexation. In addition, approval of this proposal will have no direct impact on the current land use designation assigned for the parcels. Therefore, there are no land use concerns related to this proposal.

SERVICE ISSUES AND EFFECTS ON OTHER LOCAL GOVERNMENTS:

In every consideration for jurisdictional change, the Commission is required to look at the existing and proposed service providers within an area. Current County service providers within the reorganization area include the San Bernardino County Fire Protection District, its Mountain Region Service Zone and its Zone FP-5, and County Service Area 70 (unincorporated countywide multi-function). The following entities overlay the reorganization area: County of San Bernardino, Crestline-Lake Arrowhead Water Agency (State Water Contractor), Mojave Desert Resource Conservation District,

Rim of the World Park and Recreation District, and San Bernardino Mountains Community Healthcare District.

The application includes a Plan for Service as required by State Law and Commission Policy (included as a part of Attachment #2 to this report).

<u>Water</u>

Water service has been provided by the District on an as needed basis since 2002 through an agreement with the prior owner of the camp, the Boy Scouts of America (California Inland Empire Council). Currently, the District provides temporary outside water service through an agreement with the new owner of the camp. District potable water infrastructure already exists adjacent to the property.

The private onsite water facility will continue to be owned, operated and maintained by the property owner.

<u>Wastewater</u>

Wastewater service has been provided by the District since 1975 through an agreement with the prior owner of the camp, the Boy Scouts of America. Currently, the District provides temporary outside wastewater service through an agreement with the new owner of the camp. The District will be responsible for providing wastewater service at the existing point of connection.

Fire Protection

The San Bernardino County Fire Protection District ("County Fire") and its Mountain Service Zone is the responsible agency for fire protection and emergency medical services to the area. Due to the proximity of its stations, the District is first on-scene for fire and/or emergency medical response services to the camp property. Upon annexation, the area would detach from County Fire, its Mountain Service Zone and Zone FP-5, and the District will assume responsibility for structural fire and emergency medical services to the reorganization area.

The District has two fire stations located at 32150 Hunsaker Way (Fire Station #50) and 31250 Hilltop Boulevard (Fire Station #51). Fire Station #51 is the closest fire station and is approximately 0.5 miles from the reorganization area. The District is equipped with two Type I Fire Engines, one Brush Engine, three Ambulances, one Squad and two Snow Cats. The District is staffed with two Chief Officers, two Firefighter Captain/Paramedics, one Firefighter Engineer/Paramedic, three Firefighter Paramedics and 20 part time Paid Call Firefighters which will respond to emergencies with three personnel 24/7. All Equipment is cross staffed based on need.

In addition, the California Department of Forestry and Fire Protection (CALFIRE) will continue to provide Wildland Fire service to the reorganization area as the property falls

within the State Responsibility Area. CALFIRE also has a mutual aid agreement with the District to jointly operate Fire Station #51 in providing wildland fire, fire rescue and BLS medical service to the Running Springs community.

County Fire has indicated that it does not oppose LAFCO 3238. As a part of County Fire's request for information, the District provided additional information related to fire service, which is included as Attachment #3. The information relates to the District's response to County Fire's questions along with the agreements between the District and other agencies for service.

Ambulance

Ambulance service is currently provided by the District, as it is assigned Exclusive Operating Area ("EOA") 19 by the Inland Counties Emergency Medical Agency (ICEMA). The District is required to provide ambulance service throughout the EOA as defined by the memorandum of agreement with ICEMA, which extends beyond the District's boundary. LAFCO 3238 would not affect the EOA assignment by ICEMA.

As required by Commission policy and State law, the Plan for Service shows that the continuation and extension of its services will maintain, and/or exceed, current service levels provided to the parcel.

ENVIRONMENTAL CONSIDERATIONS:

As the CEQA lead agency, the Commission's Environmental Consultant, Tom Dodson from Tom Dodson and Associates, has indicated that the review of LAFCO 3238 is statutorily exempt from the California Environmental Quality Act (CEQA). This recommendation is based on the fact that the annexation will not result in any physical impacts on the environment. Therefore, the proposal is exempt from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061 (b)(3). Staff recommends that the Commission adopt the General Rule Statutory Exemption for this proposal. A copy of Mr. Dodson's analysis is included as Attachment #4 to this report.

WAIVER OF PROTEST PROCEEDINGS:

The reorganization area is legally uninhabited and LAFCO staff verified that the reorganization area possesses 100% landowner consent. Therefore, if the Commission approves LAFCO 3238 and none of the affected agencies have submitted written opposition to a waiver of protest proceedings, staff recommends pursuant to Government Code Section 56662(d) that protest proceedings be waived and that the Commission direct the Executive Officer to complete the action following completion of the mandatory reconsideration period of 30-days.

CONCLUSION:

LAFCO 3238 was submitted in order for the property owner to save on their outside water and sewer service costs and to provide for a more logical, efficient, and effective delivery of services provided by the District including water, sewer (collection and treatment), and fire protection and emergency medical response services. For these reasons, and those outlined throughout the staff report, the staff supports the approval of LAFCO 3238.

DETERMINATIONS:

The following determinations are required to be provided by Commission policy and Government Code Section 56668 for any change of organization/annexation proposal:

- 1. The reorganization area, as modified by LAFCO staff, is legally uninhabited containing no registered voters as determined by the Registrar of Voters as of August 8, 2019.
- 2. The County Assessor's Office has determined that the total assessed valuation of land within the reorganization area is \$1,300,000 as of July 24, 2019, broken down as: \$1,100,000 (land) and \$200,000 (improvements).
- 3. The reorganization area is within the sphere of influence assigned the Running Springs Water District.
- 4. Legal notice of the Commission's consideration of the proposal has been provided through publication in the *Mountain News*, a newspaper of general circulation within the area. As required by State law, individual notification was provided to affected and interested agencies, County departments, and those individuals and agencies having requested such notice.
- 5. LAFCO staff has provided individual notice to landowners (413) and registered voters (375) surrounding the reorganization area (totaling 788 notices) in accordance with State law and adopted Commission policies. Comments from landowners and any affected local agency in support or opposition will be reviewed and considered by the Commission in making its determination.
- 6. The County's land use designations for the reorganization area are Hill Top/Resource Conservation (HT/RC). No change in land use is anticipated as a result of the reorganization.
- 7. The Southern California Associated Governments ("SCAG") adopted its 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy pursuant to Government Code Section 65080. LAFCO 3238 has no direct impact on SCAG's Regional Transportation Plan and Sustainable Communities Strategy.

- 8. The Commission's Environmental Consultant, Tom Dodson and Associates, has recommended that this proposal is statutorily exempt from environmental review based on the finding that the Commission's approval of the reorganization has no potential to cause any adverse effect on the environment; and therefore, the proposal is exempt from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061 (b)(3). Mr. Dodson recommends that the Commission adopt the Statutory Exemption and direct its Executive Officer to file a Notice of Exemption within five (5) days. A copy of Mr. Dodson's response letter is included as Attachment #4 to this report.
- 9. The reorganization area is served by the following local agencies:

County of San Bernardino County Service Area 70 (unincorporated countywide multi-function) Crestline-Lake Arrowhead Water Agency (State Water Contractor) Mojave Desert Resource Conservation District Rim of the World Park and Recreation District San Bernardino Mountains Community Healthcare District San Bernardino County Fire Protection District (County Fire), its Mountain Service Zone, and its Zone FP-5

County Fire, its Mountain Service Zone, and its Zone FP-5 will be detached as a function of the reorganization. None of the other agencies identified above are affected by this proposal as they are regional in nature.

10. A plan was prepared for the continuation of water and wastewater services (and ambulance service through its assigned EOA 19), and the extension of fire protection and emergency medical response services to the reorganization area. The Plan for Service shows that the continuation and extension of its services will maintain, and/or exceed, current service levels provided to the parcel. A copy of this plan is included as a part of Attachment #2 to this report.

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 Plan for Service conforms to those adopted standards and requirements.

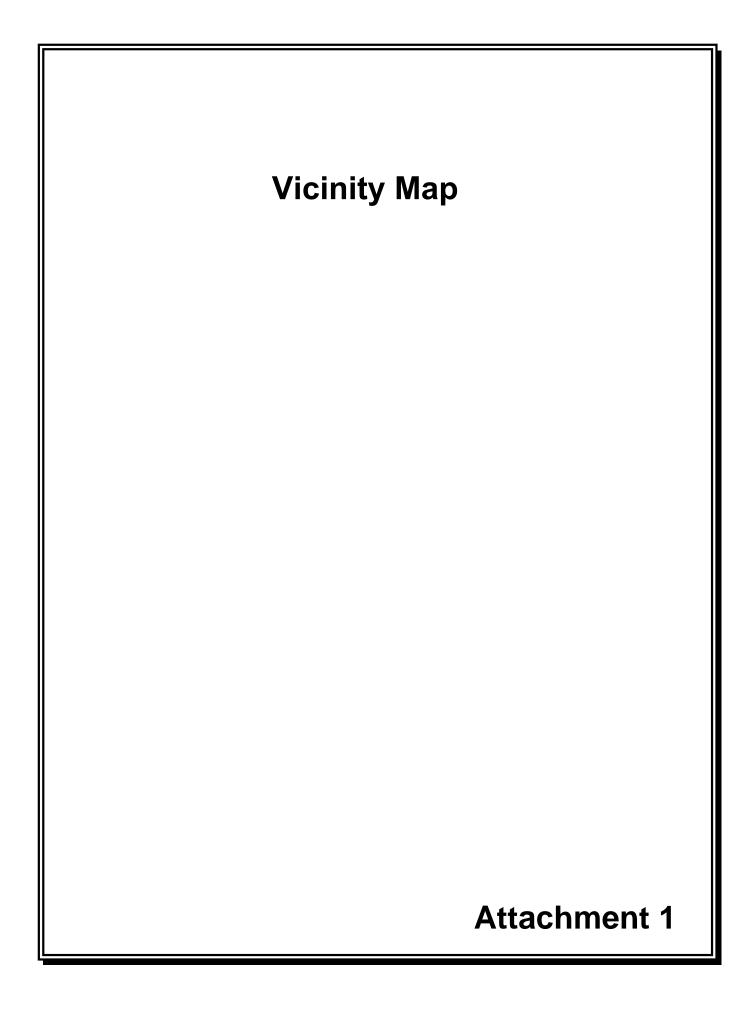
- 11. The annexation can benefit from the continuation of water and wastewater services (and ambulance service through its assigned EOA), and the extension of fire protection and emergency medical response services from the District.
- 12. This proposal will not affect the fair share allocation of the regional housing needs through the Southern California Association of Government's (SCAG) Regional Housing Needs Allocation (RHNA) process. The current use of the property does not support or anticipate residential housing.

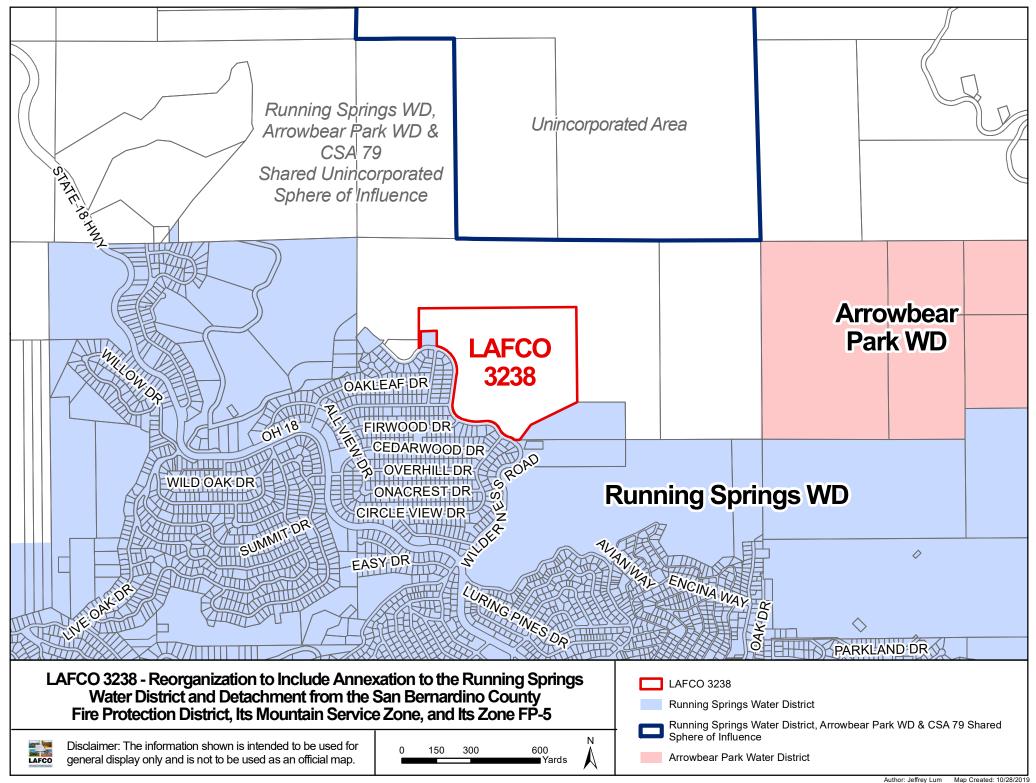
- 13. With respect to environmental justice, the annexation proposal will not result in the unfair treatment of any person based on race, culture or income since the camp area already receives services from the District and the southerly neighboring area already receives water, wastewater, fire protection, and ambulance services from the District.
- 14. The County of San Bernardino (on behalf of County Fire and the District) adopted a resolution determining the transfer of ad valorem property tax revenues upon completion of this reorganization. This resolution fulfills the requirement of Section 99 of the Revenue and Taxation Code.
- 15. The map and legal description, as revised, are in substantial compliance with LAFCO and State standards.

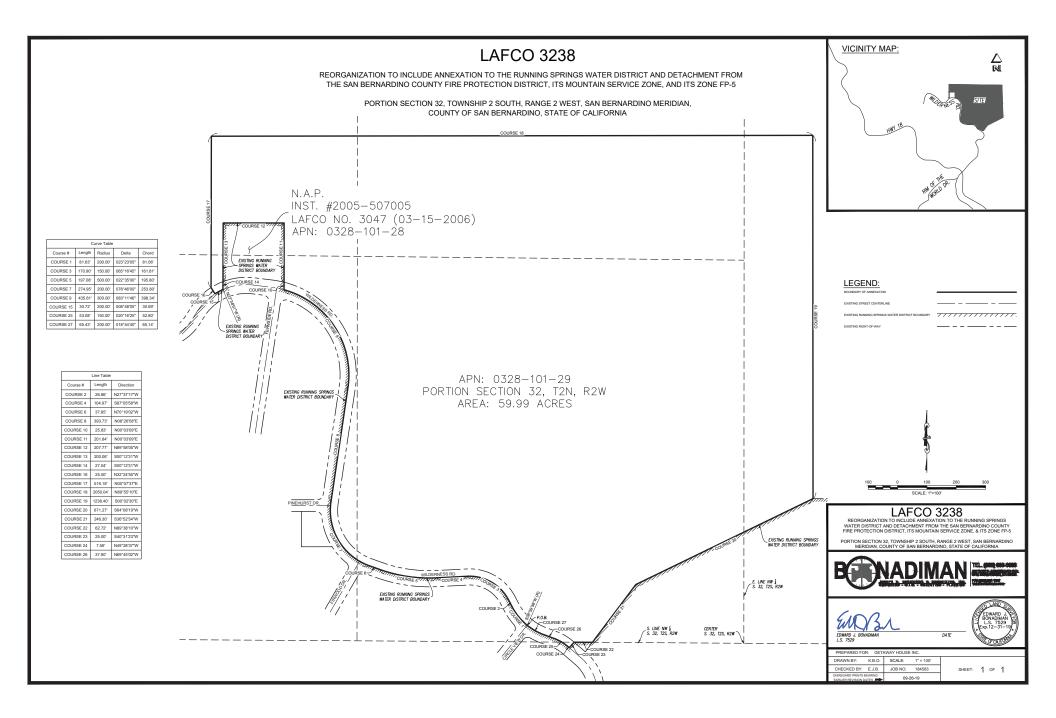
SM/JL

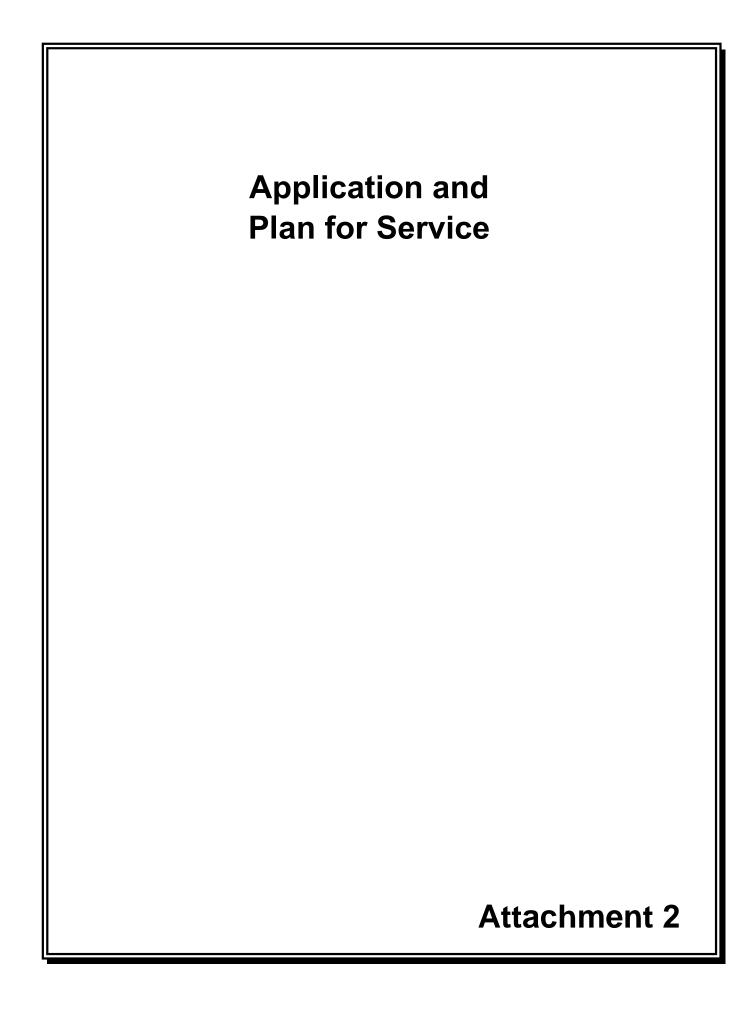
Attachments:

- 1. Vicinity Map
- 2. Application and Plan for Service
- 3. Additional Information Related to Fire Service
- 4. Environmental Response from Tom Dodson
- 5. Draft Resolution No. 3296









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 application to allow the San Bernardino LAFCO, its staff and others to adequately assess the proposal. By taking the time to fully respond to the questions on the forms, you can reduce the processing time for your proposal. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, or attach any relevant documents.

GENERAL INFORMATION

NAME OF PROPOSAL:	Reorganziation to include annexation of territory to the
	Running Springs Water District
NAME OF APPLICANT:	
APPLICANT TYPE:	🔀 Landowner 🛛 🗌 Local Agency
	Registered Voter
MAILING ADDRESS: 147 Prince Street, Broo	klyn, NY 11201
PHONE: ()	
(<u> </u>	
FAX: ()	
E-MAIL ADDRESS:	land@getaway.house
E-MAIL ADDRESS:	
E-MAIL ADDRESS: GENERAL LOCATION C APN: 0328-101-29 Does the application pos	DF PROPOSAL: 2001 Wilderness Road, Running Springs , CA 923 sess 100% written consent of each landowner in the subject territory?
E-MAIL ADDRESS: GENERAL LOCATION C APN: 0328-101-29 Does the application pos	DF PROPOSAL: 2001 Wilderness Road, Running Springs , CA 923
E-MAIL ADDRESS: GENERAL LOCATION C APN: 0328-101-29 Does the application pos YES X NO I If YES Indicate the reason(s) that	DF PROPOSAL: 2001 Wilderness Road, Running Springs , CA 923 sess 100% written consent of each landowner in the subject territory? S, provide written authorization for change.
E-MAIL ADDRESS: GENERAL LOCATION C APN: 0328-101-29 Does the application pos YES X NO I If YES Indicate the reason(s) that	DF PROPOSAL: 2001 Wilderness Road, Running Springs , CA 923 sess 100% written consent of each landowner in the subject territory? S, provide written authorization for change.
E-MAIL ADDRESS: GENERAL LOCATION C APN: 0328-101-29 Does the application pos YES X NO I If YES Indicate the reason(s) tha Running Springs Wa	DF PROPOSAL: 2001 Wilderness Road, Running Springs , CA 923 sess 100% written consent of each landowner in the subject territory? S, provide written authorization for change.

LAND USE AND DEVELOPMENT POTENTIAL

- 1. Total land area of subject territory (defined in acres): 58.88 acres
- 2. Current dwelling units within area classified by type (single-family residential, multi-family [duplex, four-plex, 10-unit], apartments) <u>Commercial camp.</u>
- 3. Approximate current population within area:
- 4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s):

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

- 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:
- 6. Indicate the existing use of the subject territory.

What is the proposed land use?

7. 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.

8. 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	a or perm	its required:

9. Provide a narrative response to the following factor of consideration as identified in §56668(p): 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:

Proposal will promote fair treatment of people of all races, cultures, and incomes with

respect to the location of public facilities and the provision of public services.

ENVIRONMENTAL INFORMATION

1.	Provide general	description	of topography.	Typical mounta	in area topography.

2. Describe any existing improvements on the subject territory as <u>% of total area</u>.

Residential	%	Agricultural	_%
Commercial	_%	Vacant	_%
Industrial	_%	Other Group camp area 100	_%

3. Describe the surrounding land uses:

NORTH	vacant
EAST	vacant
SOUTH	vacant
WEST	residential

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.).

5.		tensions accomplished by this proposal induce growth on this site? YES ent sites? YES NO X Unincorporated X Incorporated				
	Are there any existing out-of-agency service contracts/agreements within the area? YES \overline{X} NO \Box If YES, please identify.					
	2018 agreement for temporary outside w	ater and sewer servio	ce with the			
	Running Springs Water District.					
7.	Is this proposal a part of a larger project or series of projects? YES 🗌 NO ຶ If YES, please explain.					
	 <u>NOT</u>	ICES				
	provide the names and addresses of persons v ceive copies of the agenda and staff report.	who are to be furnished	d mailed notice of the hearing(s)			
NAME	Stephen Collins	TELEPHONE NO.	617-914-0021			
ADDRE	ESS: 147 Prince Street, Brooklyn, NY 11201	steve@getaw				
NAME	Jon Staff	TELEPHONE NO.	617-914-0021			
ADDRE	ESS: 147 Prince Street, Brooklyn, NY 11201	jon@getaway.h	ouse			
NAME	Ryan Gross, General Manager	TELEPHONE NO.	909-867-2766			
ADDRE	ESS: PO Box 2206, Running Springs, CA	.92382 rgross@ru	anningspringswd.com			

CERTIFICATION

As a part of this application, the City/Town of ______, or the <u>Running Springs Water District</u> District/Agency, ______ (the applicant) and/or the ______ (real party in interest - landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees,

and release 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, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest 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 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.

3/5/19 DATE SIGNATURE Stephen Collins Ryan Gross, RSWD General Manager

Printed Name of Applicant or Real Property in Interest (Landowner/Registered Voter of the Application Subject Property)

Getaway House, Inc. its Chief Development Officer

Title and Affiliation (if applicable)

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

11	

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

ANNEXATION, DETACHMENT, REORGANIZATION SUPPLEMENT

KRM-Rev. 8/19/2015

SUPPLEMENT ANNEXATION, DETACHMENT, REORGANIZATION PROPOSALS

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

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

ANNEXED TO Running Springs Water District	DETACHED FROM San Bernardino County Fire Protection District
	Mountain Service Zone
	Zone FP-5

- 2. 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.

For a city annexation, would the proposal create a totally or substantially surrounded island of unincorporated territory?
 YES NO I If YES, please provide a written justification for the proposed boundary configuration.

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

Annual \$65 per unit of benefit Fire Availability Fee.

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

6. 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.

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

8. PLAN FOR SERVICES:

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

- A. A description of the level and range of each service to be provided to the affected territory. Water and sewer service already being provided by outside service agreement.
- B. An indication of when the service can be feasibly extended to the affected territory. Already

serving

- C. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.
- D. The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required. Water and sewer service already being provided by outside service agreement.

- E. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district. No.
- F. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

CERTIFICATION

As a part of this application, the City/Town of _______, or the <u>Running Springs Water District</u> (the applicant) and/or the _______ (real party in interest - landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release 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, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest 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 acknowledge that annexation to the City/Town of ______ or the <u>Running Springs Water District</u> District/Agency 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 XIIIC and XIIID 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 the documents attached to this form present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE 3/5/19

SIGNATURE

Ryan Gross, RSWD GM Stephen Collins

Printed Name of Applicant or Real Property in Interest (Landowner/Registered Voter of the Application Subject Property)

Getaway House, Inc. its Chief Development Officer Title and Affiliation (if applicable)



RUNNING SPRINGS WATER DISTRICT RUNNING SPRINGS FIRE DEPARTMENT

> 31242 Hilltop Boulevard • P.O. Box 2206 Running Springs, CA 92382



June 5, 2019

Plan for Service and Fiscal Impact Analysis

LAFCO 3238

Reorganization to include Annexation to the Running Springs Water District and Detachment from San Bernardino County Fire Protection District and its Mountain Service Zone and its Zone FP-5

In 2018, the Running Springs Water District (District) entered into a temporary outside water and sewer service agreement with the Getaway House Property (Property) which is located within the sphere of influence of the District and contiguous with the District's jurisdictional boundary with the intent of annexing the property at a future date. The Property owner has requested that the District annex the Property into the District's jurisdictional boundary in order to continue water and sewer service and to provide for a more logical, efficient and effective delivery of the services provided by the District.

Description of Services:

Water

Water service to the Property is currently provided by Running Springs Water District through a temporary outside water and sewer service agreement dated August 28, 2018. District potable water infrastructure already exists adjacent to the Property. Water service has been provided by Running Springs Water District on an as needed basis since at least 2002. The private onsite water facilities will continue to be owned, operated and maintained by the property owner.

Wastewater

Wastewater service is currently provided to the Property under a temporary outside water and sewer service agreement dated August 28, 2018. Wastewater service has been provided by Running Springs Water District since 1975. The District will be responsible for the wastewater services at the existing point of connection. The private onsite sewer facilities will continue to be owned, operated and maintained by the property owner.

Fire Protection

Fire Protection Service is currently under the Jurisdiction of the San Bernardino County Fire Protection District and its Mountain Service Zone, which is proposed to transition to the Running Springs Fire Department (RSFD) upon annexation.

The RSFD infrastructure and apparatus includes two Fire Stations, two Type 1 Fire Engines, one Brush Engine, one Squad, three Ambulances and two snow cats. Fulltime RSFD personnel includes two Chief Officers, two Firefighter Captain/Paramedics, one Firefighter Engineer/Paramedic, three Firefighter Paramedics and 20 part time Paid Call Firefighters which respond to emergencies to supplement the fulltime 3-0 staffing. RSFD staffing is always 3-0 with three personnel 24 hours per day, 7 days per

WATER (909) 867-2766 • WASTEWATER COLLECTION (909) 867-7352 • WASTEWATER TREATMENT (909) 867-3689 • FIRE (909) 867-2630

week, 365 days per year. RSFD also has a Cooperative Agreement with the California Department of Forestry and Fire Protection (CalFire) which staffs out of the Running Springs Fire Station No. 51 and is less than 0.5 miles east of the Getaway House.



Currently, the RSFD is first on scene for fire, rescue and medical emergencies at the Getaway House due to the proximity of its fire service infrastructure and apparatus being within a 0.5 mile distance from the Property. The nearest full time San Bernardino County Fire Station is located in Lake Arrowhead which is more than 7.5 miles away and in extreme weather conditions travel across Highway 18 from Lake Arrowhead can be significantly delayed.



RSFD will provide the necessary response for any fire emergency involving structure fires, rescues and wildland fires with Automatic Mutual Aid Response from CalFire, San Bernardino County Fire, Big Bear Fire Authority and the United States Forest Service (USFS) if necessary. Additionally, all wildland fires that occur within the area and surrounding wildland area of the Getaway House are the primary responsibility of CalFire and the USFS who would respond with any necessary aircraft and/or equipment for suppression. RSFD would then fall into an assisting role for both Agencies.

All plan check services will be handled by Running Springs Fire Prevention Staff. The hazard abatement services will be handled through the RSFD's current Defensible Space Program which follows all applicable State and County Codes.

Ambulance Emergency Medical Service (EMS)

RSFD currently does and will continue to provide Advance Life Support (ALS) Ambulance EMS to the Getaway House, which is already within the RSFD Exclusive Operating Area (EOA 19). Ambulance EMS is provided by one or more of three ambulance units, and if necessary, a Squad that is equipped with an additional Paramedic and rescue gear and a local CalFire Unit that is stationed at the Running Springs Fire Station No. 51 to assist with EMS services or rescue.

Timing and Improvements

The services described above are currently being provided and no additional infrastructure is required.

Fiscal Impact Analysis

This annexation is for one parcel located adjacent to the District's jurisdictional boundary and within the District's sphere of influence. There will be no additional financial burden placed on the District to annex and provide water, wastewater and fire protection services to this parcel. For fire protection services, in addition to the District's annual \$65 per unit of benefit special tax, it is also anticipated that there will be a normal property tax transfer from the special district being detached as part of the reorganization based on the valuation of the area to be annexed and the affected tax rate areas. The water and wastewater revenue is listed in the table below. The revenues anticipated would be sufficient to cover the expenses for water, wastewater and fire protection services.

There is not anticipated to be any significant fiscal impact due to the fact that the Running Springs Water District already provides water, wastewater, fire protection and emergency medical services to the Property. All that changes is the Running Springs Fire Department becomes the primary fire protection district for structure fires and rescues and the County would become the secondary fire protection district providing mutual aid to Running Springs Fire Department.

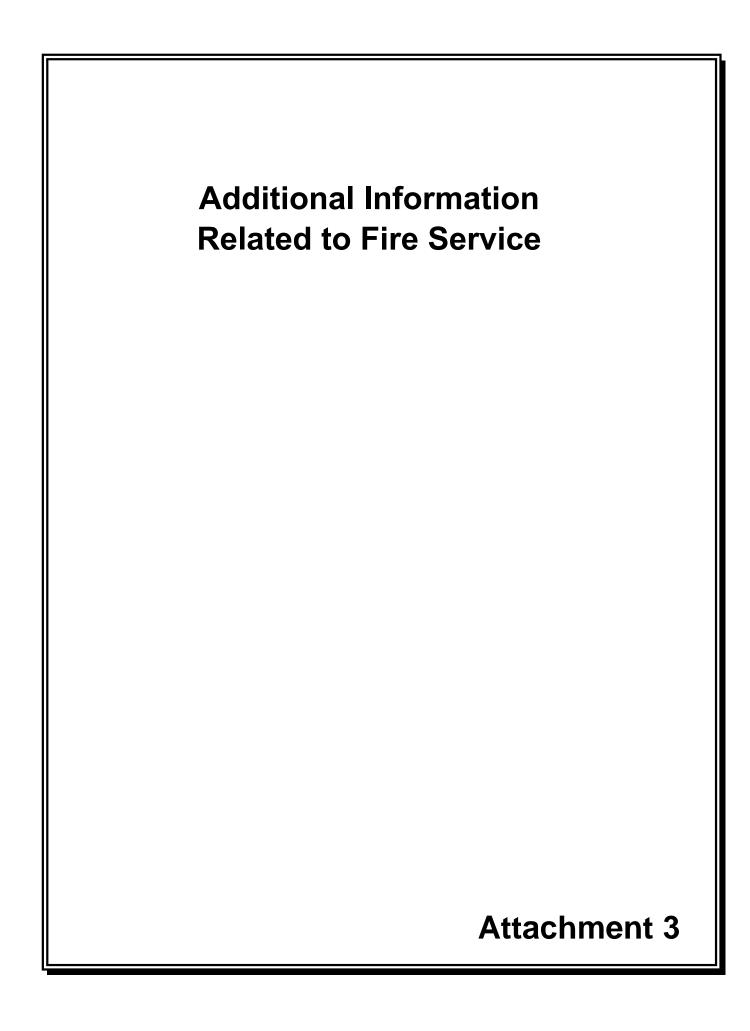
All costs of operating and maintaining the District owned water and wastewater facilities downstream of the existing point of connection will be recovered through rates and fees charged monthly to the property owner per District resolution. The annexing territory will be included within the existing jurisdictional service boundaries of the District. The following table compares the charges under the existing Outside Water and Sewer Service Agreement with the estimated charges if the property is annexed including water, wastewater service and fire protection service:

FY 2019/2020 Outside Water and Sewer Service Agreement Charges		
Annual in-lieu of taxes charge: \$2,910 / 12 =	\$242.50	
Fixed Monthly Sewer Service Charge: 7 Equivalent Dwelling Units (EDUs) x \$50.98 =		
Outside District Sewer Service Charge: 7 EDUs x \$2.00 =		
Sewer Volumetric Charge: \$0.0099 x 5,000 Cubic Feet of Water Usage =		
Fixed Monthly Water Service Charge =		
Water Usage Charge: 5,000 cf x \$0.0483 per cubic foot (cf)		
CURRENT TOTAL MONTHLY CHARGES =		
FY 2019/2020 Charges if Annexed*		
*Charges subject to change based on actual EDU count and currently adopted District rates.		
*Additional connection and capacity charges will apply for each new/additional EDU.		
Fixed Monthly Sewer Service Charge: 7 Equivalent Dwelling Units (EDUs) x \$50.98 =	\$356.86	
Sewer Volumetric Charge: \$0.0099 x 5,000 Cubic Feet of Water Usage =		
Fixed Monthly Water Service Charge =		
Water Usage Charge: 5,000 cf x \$0.0483 per cubic foot (cf)	\$241.50	
Annual Fire Availability Charges: \$65 per Unit of Benefit (UOB) = \$65 x 7 UOB = \$455 / 12 =	\$37.92	
TOTAL MONTHLY CHARGES (IF ANNEXED) =		
Potential Annual Savings to Getaway House if Annexed = \$218.58 x 12 =	\$2,622.96	

All fees for the LAFCO Reorganization, Annexation and Detachment process to be paid by the property owner.

Prepared by:

Ryan Gross, P.E., BCEE, SDA General Manager



LAFCO 3238

Executive Summary Questions

1. So, who is actually providing the service to the Getaway House property, RSFD or Calfire?

- **a.** Both Agencies would and do provide service to the Getaway Property.
 - **a.** Running Springs Fire Department would provide Fire, Rescue and Medical Services to the Getaway Property
 - **b.** Calfire: The Getaway property falls into a State Responsibility Area (SRA) for wildland fire. Therefore, any wildland fire or any threat to private land that would cause a wildland fire, such as a structure fire, refuse fire, electrical incident or any such incident, Calfire would have a responsibility to respond.
 - **c.** Calfire also has a Mutual Aid agreement with Running Springs Fire Department to assist in providing fire, rescue and BLS medical service within the Running Springs Jurisdiction.
- 2. What type of fire equipment does Calfire staff and are they there when a Calfire Mission Incident is in progress?
 - a. Calfire Staffs Type III 4x4 Fire Engines that hold 500 gallons of water and pump rated at 500 GPM, which are equipped for wildland fires, structure firefighting and rescue. Calfire staffs 4 Type III Engines across the Mountain Top, Crestline, Skyforest, Running Springs and Big Bear. All Calfire Type III Fire Engines are staffed with 3-Fire Personnel. Calfire also has Type I Crews, Dozers and Aircraft for all wildland response on the SRA (State Responsibility Area) within Running Springs Jurisdiction.

3. What is the daily staffing and units covered by Running Springs Water District?

- a. Running Springs Fire Department is primarily a cross staff department and is supplemented by a PCF Staff. Running Springs has 2-Type I Fire Engines, 1 -Brush Engine, 3- Ambulances, 1- Squad and 2 Snow Cats available for service. All Equipment is cross staffed based on need.
- b. The Running Springs Fire Department currently staffs 24hrs a day, 1- Type I and 1- ALS Ambulance with 4- personnel: 2 Fulltime Firefighter Paramedics and 2 PCF EMT or Paramedic Fire Firefighters. All Paid Call Staff are State Fire Firefighter 1 certified with EMT or Paramedic qualifications.
- c. The Paid Call Firefighting Staff is designed to supplement or augment the Department's 24hr service. The PCF Staff is expected to backfill behind calls when staffing is depleted in the Running Springs Jurisdiction.

4. What special resources does Running Springs Water District have?

- a. Running Springs has 2-Type I Ambulances and 1-Type II Ambulance that provides EMS Service for EOA 19 which includes Running Springs, Arrowbear Lake, Green Valley Lake, Snow Valley and Hwy 330.
- **b.** Running Springs has 2- Snow Cats for emergency services during the winter months.
- **c.** The Running Springs Fire Department has Vehicle Extrication Equipment and Low Angle Rescue Equipment for first response needs. Any rescue incident that goes beyond a first response capability, requests will be made for appropriate resources to respond.

d. All other type of resource needs that include, but not limited to: Hazard Materials Incidents, Large Wildfire Incidents, 2nd and 3rd Alarm Structure Fires, Wildland Firefighting Aircraft, Medic Air-Ambulance and Mass Casualty Incidents are all part of The Master Mutual Aid Agreement throughout the San Bernardino County.

5. The County Fire District has no Automatic Aid Agreement with Running Springs Water District.

- a. Concerning Auto Aid Agreement with County Fire, the Running Springs Water District does have on file an Automatic Aid Agreement with CSA 38. This Agreement was established in 2001. Due to the reorganization or consolidation of County Fire, Running Springs assumes it could no longer be valid.
- b. Due to the proximity of County Fire's responsibility areas such as Green Valley, Snow Valley and Smiley Park, Running Springs provides an Auto Aid Response with County Fire resources on all 1st Alarm Responses.
- c. In addition, any responses into Running Springs' jurisdiction for different types of incidents is supplemented with other agencies from the local area. All resource needs are all based on requests through dispatch and or based on response plans. This process is utilized for other agencies to supplement their responses in the rural mountain areas.

6. Agreements with other Agencies should be attached to the LAFCO Staff Report.

a. See Attachments

7. What is the response time from the Big Bear Fire Authority to Running Springs?

- **a.** From Station 281 on Big Bear Blvd in Big Bear Lake the response time to Running Springs would be approximately 18.6 miles/ 30mins.
- **b.** From the closest San Bernardino County Fire Station, Station 91, the response time to Running Springs would be approximately 7.2 miles/ 12 minutes.

8. Does Calfire provide Advance life Support?

- a. No, Calfire does not provide ALS Support within Running Springs. They provide a BLS Life support and assist Running Springs Paramedics on all Medical Aids within Running Springs jurisdiction. Running Springs Fire Department would need to establish an agreement with Calfire to provide ALS Support.
- **b.** Calfire does have Paramedics but they are utilized in Contract cities such as Highland and Yucaipa.

RUNNING Springs Water District A Multi-Service, Independent Special District

31242 HILLTOP BOULEVARD • POST OFFICE BOX 2206 RUNNING SPRINGS, CALIFORNIA 92382

November 19, 2009

California Emergency Management Agency 3650 Schriever Avenue Mather, CA 95655 Attn: Preparedness Branch

To Whom It May Concern:

Please find the enclosed Certification and Resolution No. 20-09, Approving and Agreeing to Abide by the California Disaster and Civil Defense Mater Mutual Aid Agreement, adopted by the Running Springs Board of Directors at the November 18, 2009 Regular Board Meeting.

If you have any questions, please do not hesitate to contact the Running Springs Water District at 909/867-2766.

Best Regards,

Fin C Catro

Joan C. Eaton Secretary to the Board of Directors Running Springs Water District

enclosures

RUNNING Springs Water District A Multi-Service, Independent Special District

31242 HILLTOP BOULEVARD • POST OFFICE BOX 2206 RUNNING SPRINGS, CALIFORNIA 92382

CERTIFICATION

I, JOAN C. EATON, SECRETARY OF THE BOARD OF DIRECTORS OF THE RUNNING SPRINGS WATER DISTRICT, HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND CORRECT ORIGINAL OF RESOLUTION NO. 20-09, ADOPTED BY THE BOARD OF DIRECTORS OF THE RUNNING SPRINGS WATER DISTRICT AT A REGULAR MEETING HELD ON NOVEMBER 18, 2009, BY THE FOLLOWING VOTE:

AYES:	4
NOES:	0
ABSENT:	1
ABSTAIN:	0

TOAN C. EATON, SECRETARY, BOARD OF DIRECTORS RUNNING SPRINGS WATER DISTRICT

RESOLUTION NO. 20-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUNNING SPRINGS WATER DISTRICT APPROVING AND AGREEING TO ABIDE BY THE CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT

WHEREAS, Earl Warren, Governor of the State of California, on the 15th day of November, 1950, executed the California Disaster and Civil Defense Master Mutual Aid Agreement on behalf of the State of California and all its Departments and Agencies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Running Springs Water District does hereby approve and agree to abide by said California Disaster and Civil Defense Master Mutual Aid Agreement, a copy of which is attached hereto and made a part hereof, and the Secretary of the Board of Directors is hereby authorized and directed to send a certified copy of this resolution to the California Emergency Management Agency.

ADOPTED this 18th day of November, 2009.

President, Board of Directors Running Springs Water District

ATTEST

Secretary, Board of Directors Running Springs Water District

CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT

This agreement made and entered into by and between the STATE OF CALIFORNIA, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California;

WITNESSETH:

WHEREAS, it is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

WHEREAS, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, countywide, regional, statewide, and interstate basis;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties hereto as follows:

- 1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.
- 2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.
- 3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly

provided for by the parties to this agreement or as provided in Sections 1541, 1586, and 1587, Military and Veterans Code; and that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat.

- 4. It is expressly understood that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a STATE OF EXTREME EMERGENCY has been proclaimed.
- 5. It is expressly understood that any mutual aid extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "California Disaster Act" and other applicable provisions of law, and except as otherwise provided by law that: "The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans." (Section 1564, Military and Veterans Code.)
- 6. It is expressly understood that when and as the State of California enters into mutual aid agreements with other states and the Federal Government, the parties to this agreement shall abide by such mutual aid agreements in accordance with the law.
- 7. Upon approval or execution of this agreement by the parties hereto all mutual aid operational plans heretofore approved by the State Disaster Council, or its predecessors, and in effect as to some of the parties hereto, shall remain in full force and effect as to them until the same may be amended, revised, or modified. Additional mutual aid operational plans and amendments, revisions, or modifications of existing or hereafter adopted mutual aid operational plans, shall be adopted as follows:
 - a. Countywide and local mutual aid operational plans shall be developed by the parties thereto and are operative as between the parties thereto in accordance with the provisions of such operational plans. Such operational plans shall be submitted to the State Disaster Council for approval. The State Disaster Council shall notify each party to such operational plans of its approval, and shall also send copies of such operational plans to other parties to this agreement who did not participate in such operational plans and who are in the same area and affected by such operational plans. Such operational plans shall be operative as to such other parties 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.

- b. Statewide and regional mutual aid operational plans shall be approved by the State Disaster Council and copies thereof shall forthwith be sent to each and every party affected by such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.
- c. The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.
- d. Any party may at any time by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.
- e. The State Disaster Council shall send copies of all operational plans to those state departments and agencies designated by the Governor. The Governor may, upon behalf of any department or agency, give notice that such department or agency declines to participate in a particular operational plan.
- f. The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, the County Disaster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.
- 8. This agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid operational plans affecting such party which shall become operative as to such party 20 days after

3

receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in any particular operational plan. The State Disaster Council shall keep every party currently advised of who the other parties to this agreement are and whether any of them has declined to participate in any particular operational plan.

- 9. Approval or execution of this agreement shall be as follows:
 - a. The Governor shall execute a copy of this agreement on behalf of the State of California and the various departments and agencies thereof. Upon execution by the Governor a signed copy shall forthwith be filed with the State Disaster Council.
 - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution approve and agree to abide by this agreement, which may be designated as "CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT." Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with the State Disaster Council.
 - c. The executive head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and forthwith file a signed copy with the State Disaster Council.
- 10. Termination of participation in this agreement may be effected by any party as follows:
 - a. The Governor on behalf of the State and its various departments and agencies, and the executive head of those political subdivisions and public agencies having no legislative or governing body, shall file a written notice of termination of participation in this agreement with the State Disaster Council and this agreement is terminated as to such party 20 days after the filing of such notice.
 - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution give notice of termination of participation in this agreement and file a certified copy of such resolution with the State Disaster Council, and this agreement is terminated as to such party 20 days after the filing of such resolution.

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

Signed by: EARL WARREN GOVERNOR

On behalf of the State of California and all its Departments and Agencies

ATTEST:

÷ 10

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November 15, 1950

Signed by: FRANK M. JORDAN SECRETARY OF STATE



Note:

There are references in the foregoing agreement to the California Disaster Act, State Disaster Council, and various sections of the Military and Veterans Code. Effective November 23, 1970, by enactment of Chapter 1454, Statutes 1970, the California Disaster Act (Sections 1500 ff., Military and Veterans Code) was superseded by the California Emergency Services Act (Sections 8550 ff., Government Code), and the State Disaster Council was superseded by the California Emergency Council.

Section 8668 of the California Emergency Services Act provides:

(a) Any disaster council previously accredited, the State Civil Defense and Disaster Plan, the State Emergency Resources Management Plan, the State Fire Disaster Plan, the State Law Enforcement Mutual Aid Plan, all previously approved civil defense and disaster plans, all mutual aid agreements, and all documents and agreements existing as of the effective date of this chapter, shall remain in full force and effect until revised, amended, or revoked in accordance with the provisions of this chapter.

In addition, Section 8561 of the new act specifically provides:

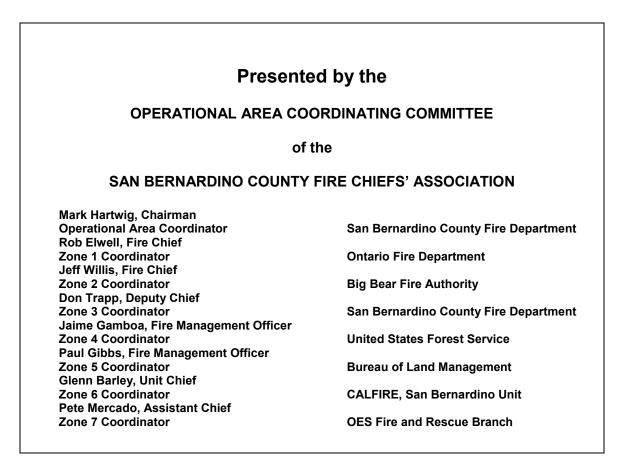
"Master Mutual Aid Agreement" means the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purposes of this chapter.

Substantially the same provisions as previously contained in Section 1541, 1564, 1586 and 1587 of the Military and Veterans Code, referred to in the foregoing agreement, are now contained in Sections 8633, 8618, 8652 and 8643, respectively, of the Government Code.

2018

SAN BERNARDINO COUNTY

FIRE AND RESCUE MUTUAL AID OPERATIONAL PLAN



PREFACE

"Mutual Aid is an agreement in which two or more parties agree to furnish resources and facilities and to render services to each party of the agreement to prevent and combat any type of disaster or emergency."

This manual was prepared by the San Bernardino County Fire Chiefs' as an information source outlining the Fire and Rescue Mutual Aid System in San Bernardino County.

The system within the County is directly associated with the California Fire and Rescue Emergency Plan and dovetails into the established Mutual Aid System of the Plan.

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SAN BERNARDINO COUNTY 2018 FIRE / RESCUE MUTUAL AID OPERATIONAL PLAN TABLE OF CONTENTS

i.	GENERAL OVERVIEW	1
	 A. Introduction B. Intent C. Purpose 	2 2 2
	C. Purpose D. Planning Basis	2
	E. Concept of Operations	2 4
ii.	MUTUAL AID SYSTEM	6
	County-Wide Mutual Aid System Map	7
	A. System Overview	8
	B. Activating the Mutual Aid Plan	9
	C. County Mutual Aid Policy	11
	1. Incident Command System (ICS)	11
	2. ICS Position Qualifications	12
	3. Communication / Dispatch Center	12
	4. Strike Teams / Task Forces	13
	5. Immediate Need Strike Team/Task Force Procedures	15 15
	 6. ICS Position Assignments 7. Process for Proper Refusal of Risk 	15
	 Paramedic Certified Personnel – Mutual Aid 	17
	 9. Strike Team Number Procedure	18
	10. Strike Team Number Assignments	18
	11. Strike Team Alphabetical Lettering	19
	12. Att: A-Immediate Need Strike Team/Task Force	20
	13. Att: B-SB (XBO), Region VI Engine ST/TF Code of Conduct	22
	D. Charts – Mutual Aid System	23
	1. OES Fire/Rescue Branch Mutual Aid Coordinators	24
	2. OES Fire/Rescue Division Regional Assistant Chief	25
	E. Operational Area Zone Descriptions with Maps	26
	Zone 1 – Valley	26
	Zone 2 – Mountains / Deserts	29
	Zone 3 – San Bernardino County Fire Department	31
	Zone 4 – USFS San Bernardino National Forest	33
	Zone 5 – Bureau of Land Management	35
	Zone 6 – CALFIRE	37
	Zone 7 – OES Fire/Rescue Branch Equip Assignments	39

	COMMUNICATIONS		
	A. Communications: Administration Examples	4	
	B. Communications: Suppression, Rescue & Support Examples	4	
	C. Primary and Support Suppression Resources	4	
	D. Assigned Agency Radio Numbers	4	
	D. Dispatch Center Locations	4	
	E. Fire Station Numbering	4	
	F. VHF Tactical Frequency Plan	5	
iv.	STATION DIRECTORY/CHIEF OFFICER LISTING	5	
		-	
	Zone Coordinators	5	
	Zone Coordinators San Bernardino County Mutual Aid Zone 1	5	
	Zone Coordinators San Bernardino County Mutual Aid Zone 1 San Bernardino County Mutual Aid Zone 2	5 5 6	
	Zone Coordinators San Bernardino County Mutual Aid Zone 1 San Bernardino County Mutual Aid Zone 2 San Bernardino County Mutual Aid Zone 3	5 5 6 7	
	Zone Coordinators San Bernardino County Mutual Aid Zone 1 San Bernardino County Mutual Aid Zone 2 San Bernardino County Mutual Aid Zone 3 San Bernardino County Mutual Aid Zone 4	5 5 6 7 7	
	Zone Coordinators San Bernardino County Mutual Aid Zone 1 San Bernardino County Mutual Aid Zone 2 San Bernardino County Mutual Aid Zone 3	5 5 6 7	

I. GENERAL OVERVIEW

I. GENERAL OVERVIEW

A. Introduction

This Operational Plan is created and intended to be an integral part of the current State of California Fire and Rescue Emergency Plan.

B. Intent

No community has the ability or resources sufficient to cope with all emergencies for which the potential exists. The Plan is designed to meet the anticipated needs of local agencies within their zones, to access resources of adjacent agencies within the area of the County, and to access the resources of other jurisdictions within OES Region VI, or beyond if necessary, to meet the needs of emergency incidents.

C. Purpose

- 1. To provide for systematic mobilization, organization and operations of fire and rescue resources within each zone of the County of San Bernardino, to mitigate the effects of any disaster, to utilize the resources of OES Region VI, and beyond, if necessary.
- 2. To provide a comprehensive and compatible plan for expediting mobilization and response of available fire and rescue service resources within each local Zone, Area, Region or Statewide.
- 3. To provide for an annually updated fire and rescue service inventory of all personnel, apparatus and equipment in San Bernardino County.
- 4. To provide a plan, and/or communication facility, for the interchange and dissemination of fire rescue related data, directives, and information between fire officials of Local, Area, Region, and State agencies.

D. Planning Basis

1. Fire and rescue officials must plan emergency operations to ensure utilization of available resources.

Rescue is defined as "those activities that can be carried out with the personnel and equipment normally available on fire apparatus."

- Basic to California's emergency planning is a local and area wide system of mutual aid, in which each local jurisdiction relies first upon its own resources, but in which mutual assistance is available from adjacent local jurisdictions, other jurisdictions within our area, and the resources of OES Region VI, the State of California, or beyond, when necessary.
- 3. A formal structure is necessary for the provision of mutual aid.
- 4. No party shall be required to unreasonably deplete its own resources in furnishing mutual aid.
- 5. The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident, including the direction of personnel and equipment provided through mutual aid plans.

- 6. County-wide and local mutual aid operational plans shall be developed by the parties thereto and are operative between the parties thereto in accordance with such mutual aid plans.
- 7. The mutual aid extended under this operational plan, as adopted pursuant to the San Bernardino County Mutual Aid Agreement, shall be without reimbursement unless otherwise expressed to the requesting parties to the mutual aid agreement, at the time of the request, or by prior agreement between the requesting and providing agencies.
- 8. This operational plan provides a practical and flexible pattern for the orderly development and operation of day-to-day mutual aid on a voluntary basis between cities, cities and counties, fire districts, special districts, county fire departments and applicable state agencies.
- 9. In developing local mutual aid and emergency preparedness plans, provisions must be made for liability and property damage insurance coverage on apparatus and equipment used beyond the territorial limits of the political subdivision. Consideration must be given to the rights, privileges, and immunities of paid, volunteer, and auxiliary personnel in order that they may be fully protected while performing their duties under a mutual aid agreement or an emergency preparedness plan. Provision is made in state law to deal with these matters, and the procedure outlined therein should be followed to ensure maximum protection.
- 10. Political Subdivision Responsibilities:
 - a. Reasonably exhaust local resources before calling for outside assistance.
 - b. Render the maximum practicable assistance to all emergency stricken communities, under provisions of the San Bernardino County Mutual Aid Plan.
 - c. Provide a current annual inventory of all fire department qualified personnel, apparatus and equipment to the Operational Area Fire and Rescue Coordinator.
 - d. Provide for receiving and disseminating information, data and directives.
 - e. Coordinate and conduct necessary training to adequately perform functions and responsibilities during emergencies.
- 11. Operational Area Fire and Rescue Coordinator
 - a. Is responsible for coordinating all OES and/or local fire and rescue resources within the Operational Area during mutual aid operations.
 - b. If the emergency is within the jurisdiction of the Operational Area Fire and Rescue Coordinator, and overloads his communications facilities, he assigns dispatching of mutual aid equipment to an Alternate Area Fire and Rescue Dispatch Center.
 - c. Keeps the Regional Fire and Rescue Coordinator informed of all operations that may require resources from outside the operational area.
 - d. Evaluates requests for assistance, determines the local sources for such assistance, and initiates appropriate response. If the need is beyond Operational Area capability, requests assistance from the Regional Fire and Rescue Coordinator, and advises the requesting jurisdiction of the action.

e. The Operational Area Fire and Rescue Coordinator is not responsible for any direct fire or other emergency operations except those which occur within the jurisdiction of the Coordinator's own department, agency, etc. The local official in whose jurisdiction the emergency exists shall remain in full charge of all fire and rescue resources, manpower, and equipment furnished for mutual aid operations.

E. Concept of Operations

1. Mobilization Plan

Fire and rescue mutual aid, rendered pursuant to the San Bernardino County Mutual Aid Agreement for Fire Departments and the California Master Mutual Aid Agreement, is based upon an incremental and progressive system of mobilization. Mobilization plans have been based on the concept of providing the local fire and rescue authority sufficient resources, without extraordinary depletion of fire defenses outside of the area of disaster. Under normal conditions, fire mutual aid plans are activated in ascending order; i.e. Local, Area (County), Region, and Inter-Region (State). Circumstances may occur that make mobilization of significant fire defense forces from within the area or region of disaster impractical and imprudent. Inter-regional (State) mutual aid is, therefore, not contingent upon mobilization of uncommitted resources within the region of the disaster.

a. Local Fire and Rescue Resources

Local fire and rescue resources include resources available through automatic and/or day-to-day mutual aid agreements with neighboring jurisdictions. Local mobilization plans are activated by requests to participating agencies and must provide for notification of the Operational Area Fire and Rescue Coordinator upon activation. The Operational Area Fire and Rescue Coordinator shall be notified of those committed resources to determine resource availability for subsequent response.

b. Operational Area Fire and Rescue Resources

Operational Area Fire and Rescue Resources are those which are made available to a participating agency through the approved and adopted San Bernardino County Mutual Aid Agreement. Mobilization of Operational Area resources is activated by the Operational Area Fire and Rescue Coordinator, or his representative, in response to a request for assistance from an authorized fire official of the participating agency in need. The Operational Area Coordinator must notify the Regional Fire and Rescue Coordinator of all area resources committed.

c. Regional Fire and Rescue Resources

Regional fire and rescue defense resources include all resources available to a participating agency through the approved and adopted Regional Fire and Rescue Mutual Aid Plan. Operational Area plans are significant elements of the regional plans.

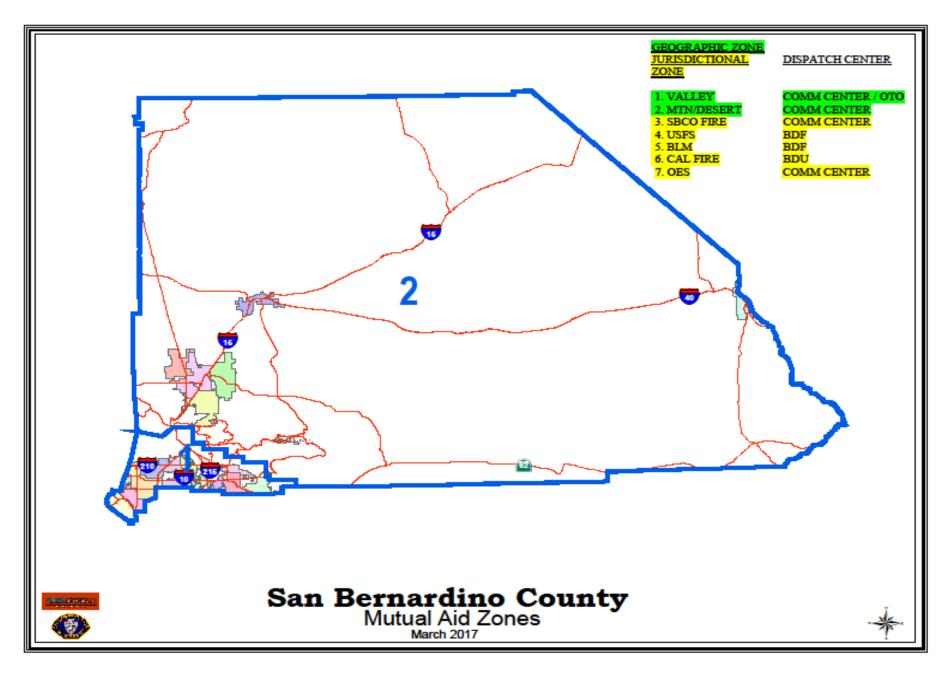
Mobilization of regional fire and rescue resources is directed by the Regional Fire and Rescue Coordinator in response to a request for assistance from an Operational Area Fire and Rescue Coordinator. Regional Fire and Rescue

Coordinators must notify the Chief, OES Fire and Rescue Division, of resources committed.

2. Dispatch Center

Fire and Rescue dispatch centers must be carefully selected and be adequately equipped for emergency operations. They should be in a facility which conducts 24-hour a day operation. They must be equipped to permit direct communications with all fire and rescue service agencies within their area of operations. They must be staffed with competent personnel and equipped with such maps, charts, records and operational data as are necessary to perform emergency operations. Alternate Fire and Rescue Dispatch Centers should have the same capability as primary centers, thus ensuring continued operations in the event of failure of the primary center.

II. MUTUAL AID SYSTEM



II. MUTUAL AID SYSTEM

A. SYSTEM OVERVIEW

San Bernardino County is the largest county in the United States. It is in the southeastern portion of California. With over 20,000 square miles, it covers more territory than the States of New Jersey, Massachusetts, Rhode Island and Delaware combined.

There are twenty-four incorporated cities in the County with the heaviest concentration of population in the west-central portion. The County population exceeds two million with additional temporary people utilizing the numerous recreational venues.

The County topography is varied and diverse, ranging from vast arid desert regions to mountainous forest lands, to the Inland Empire region within the valley. The topography and the climate are two factors that are responsible for some very interesting and troublesome fire and emergency situations.

To combat the emergency situations that may develop and that are beyond the control of any one agency, the County of San Bernardino, District Fire Agencies, and Municipal Fire Departments are signatories to the State of California Master Mutual Aid Plan. In addition, many of the agencies have developed local mutual aid and automatic aid agreements.

To maximize the resources within the County and to assist in the coordination of such resources, a Mutual Aid System has been developed that divides the County into seven zones, and they are as follows:

Zone 1	Valley Area	
Zone 2	Mountain / Desert Area	
Zone 3	San Bernardino County Fire Department (BDC)	
Zone 4	United States Forest Service (USFS)	
Zone 5	Bureau of Land Management (BLM)	
Zone 6	CALFIRE (BDU)	
Zone 7	Office of Emergency Services (OES)	

- Zones 1 and 2 are geographical.
- Zones 3, 4, 5, and 6 are agency zones because their jurisdictional area interfaces with more than one geographical zone.
- Zone 7 consists of the OES equipment that is staged at departments from several zones.

As outlined in the California Fire and Rescue Emergency Plan, the responsibility for coordinating the Mutual Aid System in the County is assigned to the Operational Area Fire Coordinator (OAFC), who is selected from the fire officials of the entire County. The OAFC selects alternates as necessary.

Current assignments are as follows:

- ⇒ OAFC: Mark Hartwig, San Bernardino County Fire Department
- \Rightarrow Alternate: Don Trapp, San Bernardino County Fire Department
- \Rightarrow Alternate: Ivan Rojer, Rancho Cucamonga Fire Department

The OAFC selects an area dispatch center to implement the Mutual Aid System within the County to dispatch the State-owned equipment (OES).

The area dispatch is known as "Comm Center". It is the San Bernardino CONFIRE JPA Communications Center located at 1743 West Miro Way in Rialto. Through the OAFC, it coordinates the interaction between the various zones when mutual aid is required from one zone to another.

Within each zone, a zone coordinator has been selected and coordinates the mutual aid activity within their respective zone.

Zone 1	Rob Elwell, Fire Chief, Ontario Fire Department
Zone 2	Jeff Willis, Fire Chief, Big Bear Fire Department
Zone 3	Don Trapp, Deputy Fire Chief, San Bernardino County Fire Dept.
Zone 4	Jaime Gamboa, Fire Management Officer, USFS – San Bernardino
Zone 5	Paul Gibbs, Fire Management Officer, Bureau of Land Management
Zone 6	Glenn Barley, Unit Chief, CALFIRE – San Bernardino Unit
Zone 7	Pete Mercado, OES Region VI Assistant Chief

B. ACTIVATING THE MUTUAL AID PLAN

To ensure that all requests for Mutual Aid are handled expediently, it is necessary to follow established procedures.

1. REQUESTING FIRE AND RESCUE MUTUAL AID RESOURCES

A. Local Fire-Rescue Chief

The Fire Chief, or senior fire and rescue official by other designated title, of each local entity providing public fire protection will serve as fire and rescue representative to their respective Zone Fire and Rescue Coordinator.

The Chief in whose jurisdiction the incident occurs requests his dispatch center to contact the Zone Coordinator to respond with mutual aid assistance. Wherever the incident is, or potentially will be, beyond the capabilities of the local agency, the requesting agency should specify the exact resource needed. This resource is generally provided by a request for strike teams with a specific capability, i.e., brush or structural. When there is a need for specialized equipment, the procedural request should still be made through the Zone Coordinator. B. Zone Coordinator

The Zone Coordinator is elected by the local fire-rescue chiefs in a designated zone. Zones are established by the Operational Area Fire Coordinating Committee. Local agencies requesting assistance from outside their jurisdiction request their dispatch center to contact their Zone Coordinators. Zone Coordinators will then contact the Operational Area Fire and Rescue Coordinator.

When notified by the local jurisdiction that their resources are inadequate to cope with the emergency at hand, the following steps should be taken:

- 1. Activate local mutual aid plan.
- 2. Notify the Operational Area Fire and Rescue Coordinator.
- 3. Request needed resources.
- 4. Prepare to receive and utilize mutual aid requested/provided.
- C. Operational Area Fire and Rescue Coordinator

The Operational Area Fire and Rescue Coordinator is selected by the representatives of local fire and rescue service entities within the Operational Area. The Coordinator shall appoint two or more alternate fire and rescue coordinators.

The Area Fire and Rescue Coordinator is notified whenever required resources exceed the capability of a zone, when more than one jurisdiction is involved in mutual aid, and when the incident is within the area but beyond the resources of the jurisdiction in which it occurs.

Zone Coordinators requesting assistance outside their zones request their dispatch centers to contact the Operational Area Coordinator, who will then process the request and provide the closest available resources to respond. Resources will be in the form of strike teams.

The Operational Area Fire and Rescue Coordinator will:

- 1. Evaluate conditions and resource availability within the operational area.
- 2. Coordinate the dispatch and requested resources from those available within the area.
- 3. Notify the Regional Fire and Rescue Coordinator and report conditions, situation, and resource status of the area.
- 4. Request mutual aid resources as needed to fulfill request initiated by local jurisdiction or to reinforce seriously depleted resources within the Operational Area.
- D. Regional Fire and Rescue Coordinators

Regional Fire and Rescue Coordinators are selected for a three-year term by Operational Area Fire and Rescue Coordinators within their respective regions. They shall each appoint two or more alternate Regional Fire and Rescue Coordinators. They, or their alternates, will serve on the staff of the OES Regional Manager during a "state of war emergency" or "state of emergency" declared by the Governor. Resources from OES Region VI are requested by the Area Fire and Rescue Coordinator when the resources of the area (San Bernardino County) are not adequate to meet the needs of a specific incident or potential incident.

The Regional Fire and Rescue Coordinator will, upon notification:

- 1. Evaluate conditions and resource availability within the Region.
- 2. Coordinate the dispatch of requested resources from those available within the region according to the adopted plan.
- 3. Notify the State Fire and Rescue Coordinator, reporting conditions, situation, and resource status of the region.
- 4. Request such mutual aid resources as are necessary to fulfill request(s) initiated by the stricken jurisdiction or to reinforce seriously depleted resources within the region.
- E. State Fire and Rescue Coordinator

The State Fire and Rescue Coordinator (OES) is the Chief of the Fire and Rescue Division of the Office of Emergency Services and is a staff member of the Director of the Office of Emergency Services. The State Fire and Rescue Coordinator is responsible for taking appropriate action on requests for mutual aid received through Regional Fire and Rescue Coordinator channels, and having been notified, could render further assistance from other regions by mobilizing resources to meet anticipated needs.

The State Fire and Rescue Coordinator will, upon notification:

- 1. Evaluate conditions and resource availability throughout the state.
- 2. Notify Regional Fire and Rescue Coordinators through whom the regional fire and rescue resources are likely to be activated.
- 3. Select regions from which resources are to be mobilized to fulfill requests.
- 4. Coordinate the response of inter-regional mutual aid resources.
- 5. Activate OES and other state agency support personnel, apparatus and equipment necessary to handle contingencies of the emergency.

C. <u>COUNTY MUTUAL AID POLICY</u>

The San Bernardino County Fire Chiefs' Association Policy Statement offers <u>guidelines</u> for consistent application of issues that may affect the fire services within San Bernardino County.

1. INCIDENT COMMAND SYSTEM ("ICS")

It is the intent of the San Bernardino County Fire Chiefs' Association that the Incident Command System be utilized for the management of all fire agency emergency activities. All updates of the Incident Command System will be reviewed by the Operational Area Coordinating Committee for implementation.

For all emergencies, the current Field Operations Guide (ICS 420-1) shall be utilized.

2. INCIDENT COMMAND SYSTEM POSITION QUALIFICATIONS

- A. Qualifications
 - 1. All personnel assigned to emergency incidents through mutual aid shall be fully qualified for the position in which they are assigned in accordance with the California Incident Command Certification System (CICCS).
 - 2. Each department shall provide the Operational Area Coordinator with a list of CICCS qualified personnel for inclusion in the Emergency Resource Database (ERD) on an annual basis, or as changes occur. The ERD is an inventory of all personnel and the positions for which they are qualified either as a Trainee or Qualified status. The ERD is an inventory of all personnel and the positions for which they are qualified either as a "TRAINEE" and/or "CERTIFIED".
- B. Operational Guidelines and Local Mutual Aid
 - 1. Qualified personnel should be transitioned into overhead positions as soon as possible on initial attack incidents.
 - 2. Qualified personnel and trainees should be assigned to incidents extending into the 2nd operational period whenever possible.
 - 3. A written Incident Action Plan ("IAP") shall be used on incidents extending into the 2nd operational period.
 - 4. A rotating list of available qualified personnel shall be utilized by the Op Area dispatch center to allocate the assignment of personnel when filling requests. This is done to allow all eligible personnel to maintain their mandatory response requirements for their qualified positions.

3. COMMUNICATION/DISPATCH CENTERS

- A. Zone dispatch centers (both Agency and Geographical) are to inform and coordinate with Area Dispatch regarding the use within their zone of "VFIRE21, VFIRE22, VFIRE23, VFIRE24, VFIRE25 and VFIRE26" frequencies for emergency operations. This will provide for improved frequency utilization and coordination.
- B. To comply with Region VI information requests and the FIRESCOPE 209 program, Zone dispatch centers are requested to provide situation information to the Area Dispatch on emergency incidents that are estimated to require the commitment of 15 or more single resources (excluding staff and overhead) for two or more hours.
- C. To comply with Region VI MACS Mode 3 and 4 operational procedures, Zone dispatch centers are requested to provide resource status reports (MACS 405) on an as-needed basis. In addition, Zone dispatch centers are requested to utilize the Resource Order form (MACS 420) when ordering and/or processing resource requests.

- D. Zone dispatch centers are encouraged to use local mutual aid resources (immediate need) within their respective zones before requesting resources (single increment and strike teams) from Area Dispatch.
- E. All mutual aid requests for local agency resources that are required to be ordered from another agency/geographical zone, or from out-of-county, other than those covered by initial response, mutual aid or automatic aid agreements, are to be communicated to and coordinated through Area Dispatch.
- F. All mutual aid requests originating in the County for OES resources are to be communicated to and coordinated through Area Dispatch.
- G. If a request for mutual aid is made in anticipation of an incident, such as a high-wind event, and the proposed immediate use of the resources is for station or area coverage, the requesting agency must specify this intended use upon making the request. Comm Center will then relay this information to the agency from which the resources are being requested.

4. STRIKE TEAMS/TASK FORCES (ST/TF)

A. On out-of-county assignments, local resources should not be mixed with OES equipment.

*Exception: OES and local resources may be mixed into Strike Teams or Task Forces for in-county assignments.

- B. As a rule, requests for out-of-county ST/TF will be filled by the OES resources first. Emergency situations (immediate need) and specific resource requests may require exceptions.
- C. When local ST/TFs are assigned out of the county for an extended period, a zone liaison and/or an alternate area coordinator may be assigned to the Operations Coordination Center ("OCC") in Riverside to interface with the OES representatives.
- D. When local ST/TFs are assigned to an incident within San Bernardino County for an extended period, a zone liaison and/or alternate area coordinator may be assigned to the incident to interface with the Incident Management Team.
- E. The selection of an OES Strike Team Leader will be on a weekly zone rotational basis as determined by the Operational Area Coordinating Committee. A Strike Team Leader Trainee may accompany each strike team.
- F. Local resource ST/TF Leader rotational selection is to be determined by each Zone Coordinator. A Strike Team Leader Trainee may accompany each strike team or task force.
- G. When local Strike Teams/Task Forces are made up from more than one (1) zone, the Strike Team Leader is to be selected from the XBO Daily Situation Report strike team leader rotation process.
- H. A request for three (3) or more single resources from a zone for out of zone or out of county assignment will respond as a task force until such time that all

other requirements of a strike team are met, (i.e.-5 like units with common communications and a leader) and then be made into a strike team.

*Exception: Operational area is authorized to directly order/fill <u>initial</u> <u>attack/immediate need</u> engine requests with up to five (5) strike teams or task forces from one adjacent OES Operational Area/Region based on the closest resource concept.

- I. When assigned out-of-the-area or on local major incidents, leaders of strike teams ordered through the Op Area dispatch center (Comm Center), shall contact them daily to advise their status. This information will then be relayed to the home departments of those units assigned to the team.
- J. Whenever possible, Comm Center will work with agencies providing mutual aid resources to ensure that at least one (1) engine company in a Type-I strike team or taskforce is equipped and capable of delivering Advanced Life Support (ALS) care.
- K. All personnel assigned to engine companies as a mutual aid resource shall comply with San Bernardino County (XBO) Region VI Engine ST/TF Code of Conduct (See Attachment "B" located on page 22 of this document: SAN BERNARDINO COUNTY (XBO), Region VI, ENGINE ST/TF CODE of CONDUCT.)
- L. Crew Rotation
 - 1. Fourteen (14) day assignments exclude travel days. Twenty-one (21) day assignments include all travel days.
 - 2. Personnel on mutual-aid assignments shall be prepared for a minimum fourteen (14) day deployment. An exception may be made for personal emergencies.
 - 3. Strike Team Leaders should anticipate a rotation of personnel and apparatus based upon the schedule in Table 1 (page 15).
 - 4. All rotations must be coordinated with the appropriate Zone and Operational Area Coordinator and the Operational Area Dispatch center.
 - 5. All rotations must be coordinated with the OES Representative and/or Incident.

	Crew Rotation	Maximum Deployment	Apparatus Rotation
OES	14 Days *	21 Days **	OES Discretion
Type 1 – 3 Strike Team Task Force	14 Days *		Agency Discretion
Single Resource Crew	14 Days *		Agency Discretion
Single	14 Days or	21 Days or	N/A
Resource Overhead	Agency Discretion	Agency Discretion	
Incident Mgt Team	N/A	N/A	N/A

Table 1: Strike Team/Task Force Crew Rotation Matrix

* CFAA may pay for rotations after 7 days

** Must be approved through Operational Area Coordinator and local Fire Chiefs with units assigned to the Incident.

5. IMMEDIATE NEED STRIKE TEAM/TASK FORCE PROCEDURES

See attachment "A" located on page 20 of this document: Immediate Need STRIKE TEAM/TASK FORCE Procedures.

6. ICS POSITION ASSIGNMENTS

- A. Strike Team /Task Force Documentation and Equipment Requirements:
 - 1. Equipment
 - a. The Strike Team Leader shall have his/her own department vehicle complete with the following equipment:
 - i. Mobile radio programmed with all VHF frequencies contained in the Fire Service Field Operations Guide (MACS 441-1 Appendix A, Communications).
 - ii. Portable radio programmed with all VHF frequencies contained in the Fire Service Field Operations Guide (MACS 441-1 Appendix A, Communications).
 - iii. Cellular phone
 - iv. ICS forms
 - v. Current edition of Thomas Bros California map book
 - vi. Flagging tape
 - vii. Food and drinking water for a 24-hour period

viii. FIRESCOPE Field Operations Guide (FOG)

- B. Use of Private Resources
 - 1. Any use of private resources, utility companies, etc. during emergency operations shall be done in accordance with FIRESCOPE guidelines.
- C. Requirements
 - 1. All ICS positions are responsible for the completion and submittal of ICS and OES forms.
 - 2 The following forms are required in San Bernardino County:
 - a. Form 42 (Emergency Activity Record) for all resources in a Strike Team or a Task Force and overhead positions.
 - b. ICS Form 214 (Unit Log) for overhead positions and Strike Team leaders.
 - c. If necessary, a CDF FC-121 form (Fire Assignment Evaluation) or ICS Form 224 (Crew Performance Rating) or ICS Form 225 (Incident Personnel Performance Rating), whichever is applicable.
 - d. Each local agency is responsible for the submittal and tracking (and recovery) of mutual aid and OES forms.
 - 3. In addition, the ICS position is responsible for:
 - a. Reviewing common responsibilities (Field Operations Guide, page 1-2)
 - b. Reviewing assignments with subordinates and assign tasks.
 - c. Monitoring work progress and make changes when necessary.
 - d. Coordinating activities with adjacent Strike Teams, Task Forces and/or single resources.
 - e. Traveling to and from active assignment area with assigned resources.
 - f. Retaining control of assigned resources while in available or outof-service status.
 - 4. Within 24-hours of the initial response of a strike team to a mutual aid request, the ICS position assignee or strike team leader will notify the Zone Coordinator's dispatch center and the Operational Area Fire and Rescue Dispatch Center by telephone or radio of the following:
 - a. Their location, assignments of the team and if any relief is required.

- b. If relief is needed in accordance with the California Fire Assistance Agreement ("CFAA"), the local agency Fire Chief will coordinate with the Operational Area Coordinator.
- 5. It is understood that the ICS position has the ultimate responsibility for the fitness of his/her personnel. Determinations regarding the length of continued duty allowable should be made based on whether the personnel are receiving adequate food and rest between operational assignments.
- 6. Assignments could last up to 21 days depending on the incident jurisdiction. The removal and replacement of personnel on strike teams is a difficult job of coordination. It is desirable to leave the Strike Team intact if personnel are well fed and rested between work assignments. Final determination regarding relief of a strike team rests with the Strike Team Leader and respective Department policy and procedures.

7. PROCESS FOR PROPER REFUSAL OF RISK

- A. Every individual has the right and obligation to report safety problems and contribute ideas regarding their safety. Supervisors are expected to give these concerns and ideas serious consideration. When an individual feels an assignment is unsafe they also have the obligation to identify, to the degree possible, safe alternatives for completing that assignment. Turning down an assignment is one possible outcome of managing risk.
 - 1. A "turn down" is a situation where the individual has determined they cannot undertake an assignment as given **and** they are unable to negotiate an alternative solution. The turn down of an assignment must be based on the assessment of risks and the ability of the individual and the organization to control those risks.
 - 2. The process for turning down an assignment under these circumstances will follow the model set forth by the National Wildfire Coordinating Group in the Fireline Handbook/Incident Response Pocket Guide (NWCG Handbook, PMS 461, NFES 001077, January 2014 Ed.)

8. PARAMEDIC CERTIFIED PERSONNEL – MUTUAL AID

- A. In accordance with Title 22, Article 5, 100166; Accreditation to Practice sections 1797.7, 1797.107, 1797.172, 1797.185 and Health and Safety Code sections 1797.7, 1797.172, 1797.185 and 1797.214, the following applies to qualified/certified paramedics while assigned to mutual aid incidents.
 - 1. During a mutual aid response into another jurisdiction, a paramedic may utilize the scope of practice for which they are trained and accredited according to the policies and procedures established by their local accrediting EMS Agency.

- When operating outside of the ICEMA region (San Bernardino County, Inyo County, and Mono County) paramedics shall use the current ICEMA approved protocol, including those skills and medications allowed during Radio Communication Failure (RCF).
- All medical assessment and treatment shall be documented in accordance with ICEMA protocol. If the medical care is rendered while the unit is checked in to the incident, a copy of the documentation shall be left with the incident's base camp medical unit leader.
- 4. The completed original ICEMA form O1A (or ePCR) shall be filed with the paramedic's own department/agency after their return, prior to their release from duty.
- 5. Local agencies should confer with their local medical director, and review their local EMS agency policies for related subject matter.
- 6. Web site for State EMS Authority: http://www.emsa.cahwnet.gov/legislation/legislation.asp

9. STRIKE TEAM NUMBER PROCEDURE

A. Single Agency Strike Teams (Example: San Bernardino County Fire)

Restat Format: BDC ST-6230-A (numbers run from 6230 to 6239 for BDC) Radio Call: "BDC Strike Team Sixty-Two-Thirty-Alpha" [Note: This is when the strike team responds out-of-county]

B. <u>Mixed Agency Zone Strike Team</u> (Example: Zone 2)

Restat Format:XBO ST-6220-A (numbers from 6220 to 6229 for Zone 2)Radio Call:"XBO Strike Team Sixty-Two-Twenty-Alpha"

C. CALFIRE Strike Teams

Restat Format:BDU ST-9350-C (Engine numbers run 9350 to 9357; dozer
numbers un 9358 to 9359)Radio Call:"BDU Strike Team Ninety-Three-Fifty-Charley"

D. U.S. Forest Service Strike Teams

Restat Format:BDF ST-6600-C (Engine numbers run 6600 to 6630)Radio Call:"BDF Strike Team Sixty-Six-Zero-Charley"

10. STRIKE TEAM NUMBER ASSIGNMENTS

San Bernardino County Local Resources

6200 - 6209 Unassigned 6210 - 6219 Zone 1 6220 - 6229 Zone 2 6230 - 6239 Zone 3 CALFIRE - San Bernardino Unit

9350 – 9357 Engines 9358 – 9359 Dozers

9358 - 9359 Dozers

<u>United States Forest Service San Bernardino National Forest</u> 6600 – 6630

Office of Emergency Services Region VI

6800 - 6809 Riverside County Area

6810 – 6814 Imperial County Area

6815 - 6816 Invo County Area

6817 - 6819 Mono County Area

6820 – 6829 San Bernardino County Area

6830 - 6839 Unassigned

6840 - 6849 San Diego County Area

6850 - 6859 Unassigned

6860 - 6869 Region VI

11. STRIKE TEAM ALPHABETICAL LETTERING

- A Engine Type 1
- B Engine Type 2
- C Engine Type 3
- D Engine Type 4
- E Engine Type 5
- F Engine Type 6
- FF- Engine Type 7
- G Crew Type 1
- H Crew Type 2
- I Crew (expansion of category)
- J Crew (expansion of category)
- K Dozer Type 1
- L Dozer Type 2
- M Dozer Type 3
- N Dozer (expansion of category)
- O Dozer (expansion of category)

P through V – Unassigned (reserved for future expansion)

W – Water Tender

X through Z – Unassigned (reserved for future expansion)

ATTACHMENT A

IMMEDIATE NEED STRIKE TEAM/ TASK FORCE PROCEDURES WITHIN SAN BERNARDINO COUNTY OPERATIONAL AREA ONLY Revised April 2018

PURPOSE

The purpose of this policy is to provide guidance to strike team leaders, incident commanders and Operational Area fire chiefs as to the procedures in which an immediate need Strike Team/Task Force (ST/TF) shall be deployed for emergency assignments within the San Bernardino County Operational Area (OA).

This policy does not address ST/TF requests for planned-need nor does it pertain to ST/TF requests for assignments out of the Operational Area or Mutual Aid Region.

This policy pertains to all Immediate Need ST/TF requests within the San Bernardino County Operational Area. It should be further noted that ST/TFs needed for other operational-periods should not be ordered as immediate need.

DEFINITION

An immediate need strike team is defined as five like-type fire engines, with common communications, and a qualified strike team leader who can respond to an immediate need request within five (5) minutes of receiving the request for mobilization. These same parameters define an immediate need task force, with the exception that the resources assigned to the task force may not be of the same resource typing.

An immediate need ST/TF requested within the San Bernardino County Operational Area should be filled with San Bernardino County Operational Area resources, if available and dispatched directly to the scene. Personnel shall be trained according to the California Incident Command Certification System (CICCS) for their assignments and they shall be provided all necessary Personal Protective Equipment (PPE) prior to mobilization. Radio frequency availability shall be in accordance with the FIRESCOPE Field Operations Guide (FOG) 420-1.

POLICY

The decision for requesting immediate need ST/TFs resides with the Incident Commander of the incident requesting assistance. Immediate need ST/TFs will be requested when there is an imminent threat to life or property, and in instances where staging apparatus or forming-up ST/TFs for synchronized mobilization is not in the best interest of public safety.

When an Immediate Need ST/TF is requested, the following actions shall take place.

- The appropriate dispatch center, following their existing policies, shall fill the order for immediate need resources based on the type of request received (Strike Team or Task Force) with the CLOSEST RESOURCE CONCEPT and notify the Zone Coordinator.
- All units shall respond within five (5) minutes and shall respond directly to the Incident Command Post (ICP) or designated staging area unless otherwise specified prior to arrival.
- The first arriving unit from the Immediate Need ST/TF shall act as the Team Liaison (TL) and obtain a safety briefing from the most appropriate personnel on-scene (example, the Incident Commander, the Operations Section Chief, Division/Group Supervisor and/or Incident Safety Officer). The TL shall also advise the that the additional arriving units from the ST/TF should be assigned to the same division/group as appropriately based on current conditions.

- The TL shall make every attempt to contact the responding ST/TF and provide assignment information and best-known communications channel (FIRESCOPE Field Ops Guide 420-1) and frequency/talk group prior to unit deployment.
- The TL shall pass along and document on their ICS Form 214, the safety briefing for the next arriving ST/TF units until relieved by the Strike Team Leader (STL).
- As subsequent units arrive, they shall contact the TL for their assignment unless otherwise directed by the incident personnel.
- When the STL arrives at the incident, his/her first priority is to make contact with the appropriate personnel for an updated safety briefing and tactical assignment, and then proceed to his/her resources at their current location.
- The County Fire Chiefs' Association has a standing policy of allowing five (5) single resource engines the ability to mobilize along the San Bernardino County / Riverside County line to support our neighboring county without sending them in a strike team or task force configuration, and without overhead (STL). This policy does not change the ability for these resources to be requested or mobilized along the county line.

SAFETY BRIEFINGS

Safety briefing should include the following topics, and the engine captains and STL shall document on their respective ICS Form 214.

- Personal safety
- Proper PPE
- 18 Watch Out Situations
- Ten Standard Fire Orders
- Look Out, Communications, Escape Routes, Safety Zones (LCES)
- Current drought/weather conditions
- Tree mortality issues if in forest areas and fuel conditions
- Extreme fire behavior experienced in recent years within the XBO OA

SPECIAL EMPHASIS

Special emphasis shall be given in the following areas.

- Engine captains shall make every effort to obtain the STL's cell phone number while enroute from their respective dispatch center. DO NOT MAKE IT THE RESPONSIBILITY OF THE STL TO PROVIDE HIS/HER PHONE NUMBER.
- Engine Captains shall provide their personnel safety briefings while enroute to the emergency and document those briefings on their respective ICS Form 214's.
- As feasible, the STL's obtain a safety briefing prior to engagement, and shall pass that briefing along to all units as they arrive and document the briefings.

ATTACHMENT B

SAN BERNARDINO COUNTY (XBO), Region VI ENGINE ST/TF CODE of CONDUCT

- 1. Regard assignments as any other emergency response, this is not a vacation.
- 2. Utilize clear-text communications. Keep radio traffic between units to a minimum.
- 3. Crews shall maintain a state of readiness when assigned or available.
- 4. Know who you are assigned to. Maintain crew accountability.
- 5. Limit the procurement of equipment to what is needed. All equipment shall be checked out by the STLD/TFLD or designee.
- 6. All equipment issued at the incident must be returned before you are demobilized. Theft of equipment is a crime.
- 7. Maintain and wear all proper safety clothing whenever assigned. Wear the proper uniform or attire while in the incident base.
- 8. Recreation will be limited to out-of-service hours and shall consist of those activities approved by the STLD/TFLD.
- 9. No alcohol or illicit drugs will be transported or consumed at any time.
- 10. Cell phone usage for personal calls shall be restricted to periods when resources are available or out of service (non-assigned periods).
- 11. Do not enter any residence without the owner's permission except to search or defend the structure. Respect the property of the residents you are protecting. If you enter a private residence or business, leave a note identifying your ST/TF and detailing your actions taken.
- 12. All Firefighters shall be empowered to halt any unsafe or hazardous acts in which the risks outweigh the benefits.
- 13. Wear seatbelts whenever in moving vehicles traveling to, from, or on any incident.
- 14. Attend safety briefings prior to assignments, if possible. Emphasize a safe working environment for all members.
- 15. Assess personnel for injuries during and after work periods. Report all injuries immediately.
- 16. Always act in a professional manner.
- 17. Your actions are a reflection of your organization, XBO County, and the Fire Service as a whole.
- 18. Violation of these rules may be grounds for dismissal from the ST/TF assignment.

I, the undersigned, have read and fully understand the above rules.

(Signature) (Print title, name, Agency Designator)

(Crew member initials)

(Date) (Incident name, ST/TF #)

D. <u>CHARTS – MUTUAL AID SYSTEM</u>

Channels for Requesting Fire and Rescue Mutual Aid Resources

LOCAL	AREA	REGION	OES
FIRE	FIRE and RESCUE	FIRE and RESCUE	FIRE and RESCUE
AUTHORITY	COORDINATOR	COORDINATOR	DIVISION
DEVELOP NEEDS	EVALUATE AREA CONDITIONS AND RESOURCES	EVALUATE REGION CONDITIONS AND RESOURCES	EVALUATE OVERALL CONDITIONS AND RESOURCES
DEVELOP	MOBILIZE	SELECT AREAS	SELECT REGION(s)
UTILIZATION	SELECTED	TO FILL	TO FILL
PLANS	RESOURCES	REQUEST	REQUEST

Channels for Mobilization Fire and Rescue Inter-Region Mutual Aid

OES	REGION	AREA	LOCAL
FIRE and RESCUE	FIRE and RESCUE	FIRE and RESCUE	ASSIGNEE
DIVISION	COORDINATOR(s)	COORDINATOR(s)	PARTICIPANT(s)
SELECT REGION(s)	SELECT	DIRECT	MOBILIZES
TO FILL	ASSIGNEE(s)	ASSIGNEE(s)	OES
REQUEST	TO FILL REQUEST	TO RESPOND	FIRE EQUIPMENT
ASSIGNS	SELECTS	SELECTS	SELECTS
OES FIRE	STRIKE TEAM	STRIKE TEAM	STRIKE TEAM
COORDINATOR	LEADER AREA	LEADER	LEADER
EVALUATES	DESGINATES	EVALUATES	ARRANGES
STATEWIDE	RENDEZVOUS	RESOURCE	CREW
CONDITIONS	LOCATION	STATUS	RELIEF



Cal OES Fire and Rescue Division Regional Mutual Aid Coordinators



Region III Coordinator Mike Bradley CAL FIRE Northern Region Operations 6105 Airport Rd, Redding, CA 96002 Admin: (530) 224-2460 Admin. Fax: (530) 224-2496 24 Hr. Dispatch: (530) 224-2434 24 Hr. Fax: (530) 224-4308

Region IV Coordinator

Eric Walder South Placer Fire District 6900 Eureka Road, Granite Bay CA 95746 Admin: (916)791-8464 Admin Fax: (916)791-4350 24 Hr. Dispatch: (530) 886-5375 24 Hr. Fax (530) 886-5391



Region II Coordinator David Rocha

Alameda County Fire Department 6363 Clark Avenue, Dublin CA 94568

Admin: (510) 632-3473 or (925) 833-3473 Admin Fax: (925) 875-9387

24 Hr. Dispatch (925) 245-0420 24 Hr. Fax (925) 422-5730

Region I Coordinator

Daryl Osby

Los Angeles County Fire Department

1320 N. Eastern Avenue, Los Angeles, CA 90063-3294 Admin: (323) 881-2401 Admin Fax: (323) 265-9948

24 Hr. Dispatch (323) 881-2455 24 Hr. Fax (323) 266-6925

Cal OES Fire & Rescue Division Sacramento Headquarters 3650 Schriever Avenue Mather, CA 95655 Fire & Rescue Division: (916) 845-8711 Nights & Weekends: (916) 845-8911 FAX: (916) 845-8396 State Fire and Rescue Chief

> Kim Zagaris kim.zagaris@caloes.ca.gov

FIRE OPERATIONS Deputy Chief North – Brian Woodbeck brian.woodbeck@caloes.ca.gov

Deputy Chief South – Art Torrez art.torrez@caloes.ca.gov

FIRE ADMINISTRATION Deputy Chief – Scott Vail (Interim) scott.vail@caloes.ca.gov

FLEET OPERATIONS Deputy Chief – Steve Hart stephen.hart@caloes.ca.gov

SPECIAL OPERATIONS/ HAZ-MAT Deputy Chief – Larry Collins

larry.collins@caloes.ca.gov Assistant Chief – Vacant

Assistant Chief – Joe Gear joe.gear@caloes.ca.gov

FIRESCOPE

Deputy Chief- James Johnstone 2524 Mulberry St. Riverside, CA 92501 Office: (951) 320-6108 Fax: (951) 782-4239 Email: james.johnstone@caloes.ca.gov

Assistant Chief – Cathy Johnson 6105 Airport Road Redding, CA 96002 Office: (530) 224-2441 Fax: (530) 226-2742 Cell: (916) 642-3825 E-mail: cathy.johnson@caloes.ca.gov

Region V Coordinator Mark A. Johnson

Fresno County Fire Protection District 210 S Academy Avenue, Sanger, CA 93657 Admin: (559)493-4300 Fax: (559)875-8473 24 Hr. Dispatch (559) 292-5271 24 Hr. Fax (559) 292-0368

Region VI Coordinator

Thomas Porter CALFIRE Southern Region Operations 2524 Mulberry Street, Riverside, CA 92501 Admin: (951) 320-6200/ Admin Fax: (951) 320-6395 24 Hr. Dispatch (951) 320-6197 24 Hr. Fax (951) 782-4900

1-8-2018



Cal OES Fire & Rescue Division Regional Assistant Chief Map



Region III - Assistant Chief - North Region III - Assistant Chief - South **Patrick Titus** Ken Hood 6105 Airport Road, Redding, CA 96002 Office: (530) 224-2441 FAX: (530) 224-4842 Cell: (916) 642-3887 E-mail <u>ken.hood@caloes.ca.gov</u> 6105 Airport Road, Redding, CA 96002 Cell: (916) 634-9225 E-mail patrick.titus@caloes.ca.gov Region IV - Assistant Chief - North SISKIYOU **Corey Zander** MODO P.O. Box 10673, Truckee, CA 96162 Office: (916) 712-6771 FAX: (916) 845-8396 Cell: (916) 712-6771 E-mail: corey.zander@caloes.ca.gov III LASSEN Region IV - Assistant Chief - South

Kit Bailey 3650 Schriever Ave, Mather, CA 95655 Office:(916) 845-8715 FAX: (916) 845-8396 Cell: (530) 307-1307 E-mail: <u>kit.bailey@caloes.ca.gov</u>

Region V – Assistant Chief - North Bill Bondshu P.O. Box 1429, Mariposa, CA 95338 Office: (559) 284-1580 Fax: (916) 845-8396 Cell: (559) 284-1580 E-mail: bill.bondshu@caloes.ca.gov

 Region V – Assistant Chief - South

 Javier Lara

 P.O. Box 3492, Pinedale, CA 93650-3492

 Office: (559) 412-1016

 Fax: (916) 845-8396

 Cell: (559) 412-1016

 E-mail: javier.lara@caloes.ca.gov

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Region II – Assistant Chief - North Vacant

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Region II – Assistant Chief - South Dave Franklin P.O. Box 6445, San Mateo, CA 94403 Office:(650) 436-2185 Fax: (916) 845-8396 Cell:(650) 436-2185 E-mail: dave.franklin@caloes.ca.gov

1-22-2018

Region I – Assistant Chief - North John Salvate Office: (707) 853-6150 Fax: (916) 845-8396 Cell: (707) 853-6150 E-mail: john.salvate@caloes.ca.gov

RIVERSIES

INCERIA.

 Region I – Assistant Chief - South Dave Stone

 P.O. Box 27148, Anaheim, CA 92809

 Office: (916) 642-3837

 Fax: (916) 642-3837

 Cell: (916) 642-3837

 E-mail: david stone@caloes.ca.gov
 Division Sacramento Headquarters 3650 Schriever Avenue Mather, CA 95655 Fire & Rescue Division: (916) 845-8711 Nights & Weekends: (916) 845-8911 FAX: (916) 845-8396

Cal OES Fire & Rescue

State Fire and Rescue Chief

Kim Zagaris

kim.zagaris@caloes.ca.gov

FIRE OPERATIONS NORTH

Deputy Chief – Brian Woodbeck brian.woodbeck@caloes.ca.gov

FIRE OPERATIONS SOUTH Deputy Chief – Art Torrez art.torrez@caloes.ca.gov

FIRE ADMINISTRATION Deputy Chief – Scott Vail (Interim) scott.vail@caloes.ca.gov

> FLEET OPERATIONS Deputy Chief – Steve Hart stephen.hart@caloes.ca.gov

SPECIAL OPERATIONS/ HAZ-MAT

Deputy Chief – Larry Collins larry.collins@caloes.ca.gov

Assistant Chief - Vacant

Assistant Chief – Joe Gear joe.gear@caloes.ca.gov Assistant Chief – Vacant

<u>CICCS</u> Deputy Chief - Scott Vail scott.vail@caloes.ca.gov

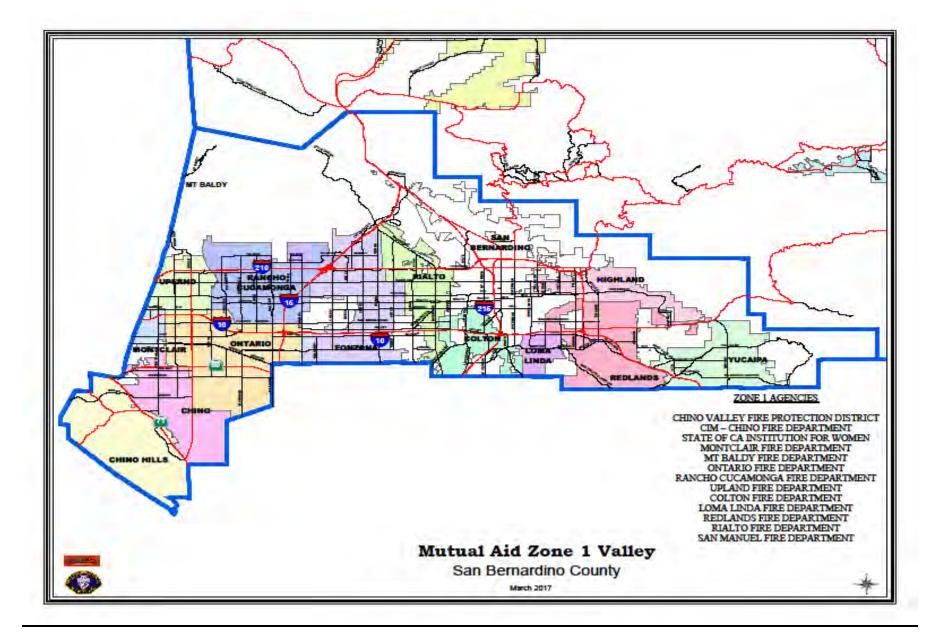
FIRESCOPE

Deputy Chief – James Johnstone 2524 Mulberry Street Riverside, CA 92501 Office: (951) 320-6108 Fax: (951) 782-4239 Cell: (951) 312-8966E-mail james.johnstone@caloes.ca.gov

Assistant Chief – Cathy Johnson 6105 Airport Road Redding, CA 96002 Office: (916) 642-3825 Fax: (530) 226-2742 Cell: (916) 642-3825 E-mail: cathy.johnson@caloes.ca.gov

Region VI – Assistant Chief - North Vacant

Region VI – Assistant Chief - South Pete Mercado P.O. Box 5119, Calexico, CA 92232 Office: (619) 302-5360 Fax: (916) 845-8396 Cell: (619) 302-5360 E-mail: pete.mercado@caloes.ca.gov



OPERATIONAL AREA ZONES ZONE 1 – VALLEY AREA

Zone 1 is comprised of all agencies in the Valley of San Bernardino County, generally from the Los Angeles / San Bernardino County Line on the West to the Riverside / San Bernardino County Line on the East. Resources available from within Zone 1 include Type 1 and Type 3 Engines, Truck Companies, Water Tenders, ALS squads, Airport Crash Rescue Units, Foam Units, Bomb Squad / EOD, Breathing Support Units, Canine Detection, Mobile Command Posts, Hazardous Materials Units, Medium & Heavy Rescue Units, Illumination Unit, Mass Casualty Units, Mass Decon Units, Inflatable Rescue Boats, Swift Water Rescue Units, Thermo Gel Units

Participating Fire Agencies:

Chino Valley Fire Protection District Chino Institute for Men Fire Department Chino Institute for Woman Fire Department Colton Fire Department Highland Fire Department (Contract w/ CALFIRE) Loma Linda Department Fire Department Montclair Fire Department Mt. Baldy Fire Department Ontario Fire Department Rancho Cucamonga Fire Protection District Redlands Fire Department Rialto Fire Department San Manuel Fire Department Yucaipa Fire Department (Contract w/ CALFIRE)

Specialized Equipment:

Airport Crash Rescue Units – 6 3% AFFF Foam Tender - 1 EOD / Bomb Squad - 1 Breathing Support Unit – 4 Canine Bomb Detection - 6 Canine Flammable Liquid Detection - 2 Command Post Units – 2 Hazardous Materials Unit - 5 Heavy Rescue - 2 Illumination Unit – 1 Mass Casualty Unit - 2 Medium Rescues - 3 Mass Decontamination Unit - 2 Rescue Boat – 3 Swift Water Rescue Unit - 1 Thermo Gel Units - 7 Engines, 2 Brush Engines, 1 Water Tender

The above agencies adhere to the State Master Mutual Aid System. Request for strike teams, task forces, and specialized equipment are processed through the San Bernardino County Communications Center and the Ontario Communications Center in accordance with the standard mutual aid procedures as developed by the San Bernardino Operational Area Fire and Rescue Coordinator.

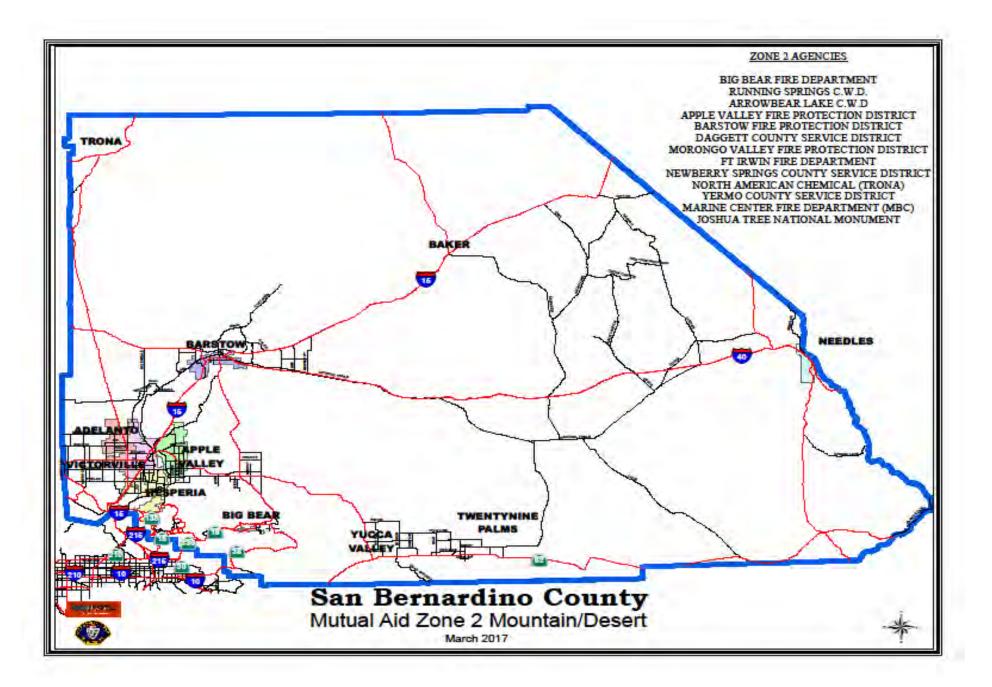
The Ontario Communications Center serves the cities of Ontario, Chino, Chino Hills and Ontario International Airport. The Ontario Zone 1 Dispatch Center, known as "Ontario", is located at 415 East "B" Street, Ontario.

The San Bernardino County ConFire Communications Center, known as "Comm Center", serves as the Zone 1 Emergency Communications Center and is located at 1743 W. Miro Way, Rialto. They are responsible for the dispatch functions of the Consolidated Fire Agencies of the San Bernardino Valley Joint Powers Authority (CONFIRE), whose members in Zone 1 include the Colton Fire Department, Loma Linda Fire Department, Montclair Fire Department, Rancho Cucamonga Fire District, Redlands Fire Department, and Rialto Fire Department.

CAL-FIRE dispatches for the cities of Highland and Yucaipa. The CALFIRE dispatch center is located at 3800 N. Sierra Way in the City of San Bernardino.

The Forest Service areas in the mountains east of Mt. Baldy are dispatched from their own interagency dispatch center located at 602 S. Tippecanoe Avenue in San Bernardino. The Forest Service areas around Mt. Baldy are dispatched by the Angeles National Forest Dispatch Center located in Los Angeles County at 4503 W. William Barnes Avenue in Lancaster.

The local West Valley agencies are members of a comprehensive automatic aid system, which includes response by the nearest units regardless of agency boundaries on initial alarm through multiple alarm situations. The mutual aid agreement also includes responses to and from areas within Los Angeles County, specifically those areas on the border of Los Angeles County and fire stations covering the cities of Claremont and Pomona; responses with the CALFIRE; and automatic initial and multiple alarm responses with the San Bernardino County Fire Department. Mt. Baldy has similar agreements with CALFIRE, United States Forest Service, and Los Angeles County.



OPERATIONAL AREA ZONES ZONE 2 – MOUNTAINS and DESERT AREA

Zone 2 is comprised of agencies in the San Bernardino Mountains, North Desert and Morongo basin areas. It also includes agencies in the Searles Valley and Trona areas. Resources available from within Zone 2 include Type 1, 2, 3 and 6 engines, snow cats, breathing support units, ALS and BLS squads, ALS and BLS rescues, MCI trailer and water tenders. Zone 2 agencies employ a combination of full-time, reserve, paid-call and volunteer firefighters.

Participating Fire Agencies:

Apple Valley Fire Protection District Arrowbear Lake Fire Department Barstow Fire Protection District Barstow Marine Corps Logistics Base. Big Bear Fire Authority China Lake Naval Air Weapons Station Daggett Community Service District Fort Irwin Fire Department Morongo Valley Community Services District Newberry Springs Community Service District Running Springs Fire Department Searles Valley Minerals Fire Department (Trona) Twentynine Palms Combat Center Fire Department Yermo Community Service District

Specialized Equipment:

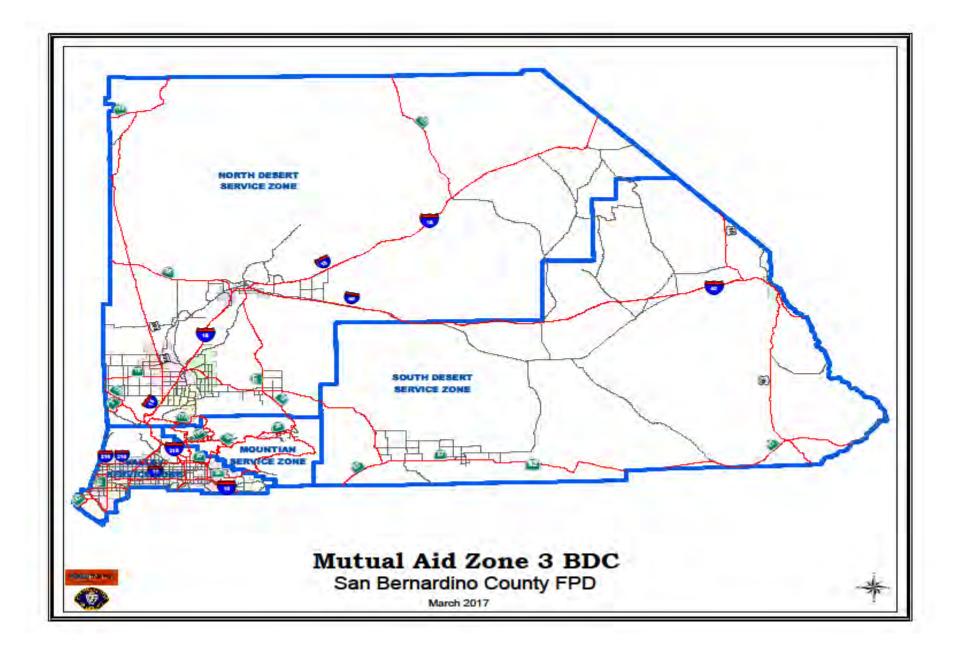
Thermo Gel Units -2Hazardous Materials Units -3Command Post Units -1Breathing Support Units -2Medium Rescue Units -3Snow Cats -3CAFS Units -2Loaders -1MCI Trailers -4Light Unit -1Airport Crash Rescue Unit -3

The above agencies adhere to the State Master Mutual Aid System. Request for strike teams, task forces, and specialized equipment are processed through the San Bernardino County Communications Center ("Comm Center") located in Zone 1 in accordance with the standard mutual aid procedures as developed by the San Bernardino Operational Area Fire and Rescue Coordinator.

The San Bernardino County ConFire Communications Center known as "Comm Center", located in zone 1 at 1743 W. Miro Way, Rialto, is the Zone 2 Emergency Dispatch Center and provides dispatching service for Big Bear Fire Authority, Running Springs, Trona, Apple Valley, and Morongo Valley Community Services District. Barstow Fire, Fort Irwin Fire and the Barstow Marine Base are provided communications services by their own dispatch centers.

CAL-FIRE provides dispatch services to Arrowbear, Daggett Fire, Newberry Springs Fire and Yermo Fire. Their dispatch center is located at 3800 N. Sierra Way, San Bernardino.

The mountain agencies are members of a comprehensive automatic aid system, which includes responses by the nearest units regardless of agency boundaries on initial alarm through multiple alarm situations.



ZONE 3 - SAN BERNARDINO COUNTY FIRE DISTRICT

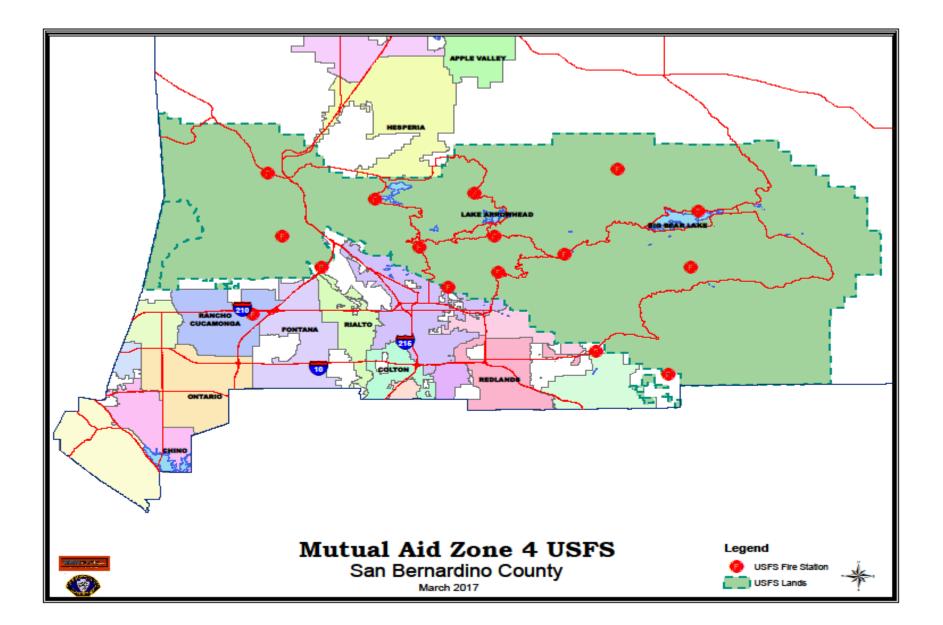
The San Bernardino County Fire District encompasses approximately 19,278 square miles of the County of San Bernardino. The Department is divided into four geographic regional service zones with a centralized management structure based in San Bernardino. The County Fire District also contracts to provide fire protection services for the Cities of Adelanto, Fontana, Hesperia, and Victorville.

The County Fire District currently provides emergency service and management from 71 fire stations that offer all-risk, emergency response within their respective communities and throughout the County. Each Regional Service Zone has equipment and trained personnel for Hazmat, USAR, and other specialized equipment for emergency incident response needs. The District provides staffed resources including Dozers, Type 2 I.A. and Inmate Hand crews. A cooperative agreement with the County Sheriff's Department provides Fire/Rescue/EMS helicopters. This is a combination department utilizing full-time, seasonal, and paid call personnel.

The County Fire District Headquarters is located at 157 West Fifth Street, 2nd floor, San Bernardino, CA 92415-0451.

The District has numerous automatic and mutual aid agreements with most of the allied response and fire agencies within San Bernardino County.

The Dispatch Center for the San Bernardino County Fire District is the County Communications Center (Comm. Center) located at 1743 W. Miro Way, Rialto, CA 92376



OPERATIONAL AREA ZONES ZONE 4 – USFS SAN BERNARDINO NATIONAL FOREST

Zone 4 includes all National Forest land in San Bernardino County and is administered by the Forest Supervisor of the San Bernardino National Forest. All their fire resources are administered and supervised by the Forest's Fire Management Officer (Chief) in the supervisor's office.

The Headquarters and Interagency Dispatch Center for Zone 8 are located at 602 S. Tippecanoe Avenue in San Bernardino. They have 17 stations in the County and their combined resources include both full-time and seasonal personnel. Equipment available to them include type 3 and 4 engines, water tenders, helicopters, bulldozers, air tankers, heli-tankers and both hot-shot and standard hand crews. Equipment availability varies, depending on whether we're in fire season or not.

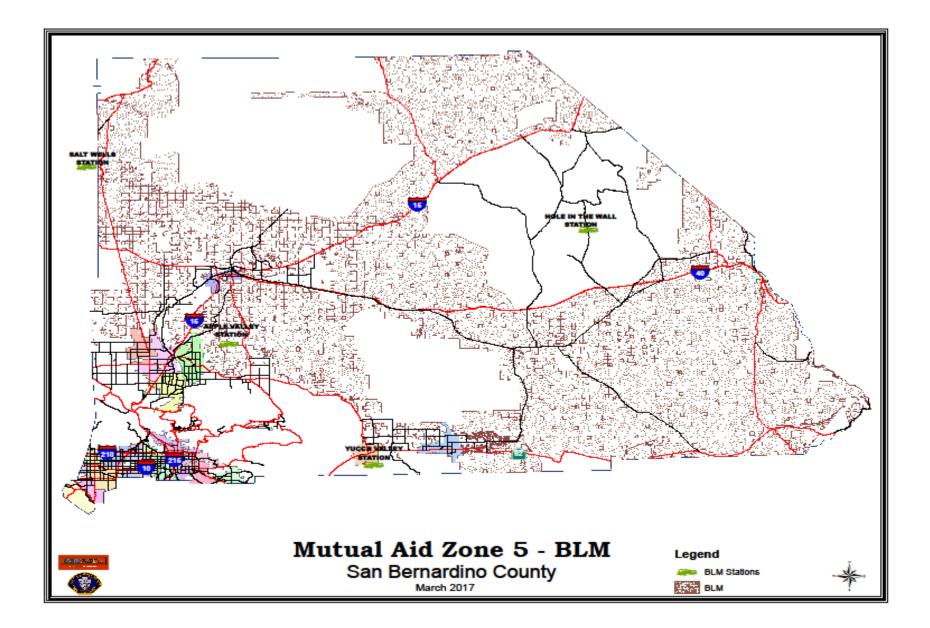
All of their Chief Officers, engines, prevention patrols and aircraft are equipped with synthesizer radios that have the capability to communicate with all fire agencies in the County except those which are in the 800-mhz frequency range.

Within the Forest administrative boundary, wildland fire protection for State Responsibility lands as defined in the Cooperative Agreement with CALFIRE is provided by the United States Forest Service. Zones 1 through 4 work closely with the USFS on fire responses that threaten or burn USFS lands.

The San Bernardino National Forest Interagency Dispatch Center adheres to the State Master Mutual Aid System. Request for strike teams, task forces, and specialized equipment are processed in accordance with the standard mutual aid procedures as developed by the United States Government, State of California and by the San Bernardino Operational Area Fire and Rescue Coordinator.

They have mutual aid agreements with the following fire agencies in San Bernardino County.

Rancho Cucamonga Apple Valley San Bernardino County Big Bear Fire Authority Running Springs Highland / CALFIRE Yucaipa / CALFIRE Colton Loma Linda Redlands San Manuel



ZONE 5 – CALIFORNIA DESERT INTERAGENCY FIRE PROGRAM (CDIFP); BUREAU OF LAND MANAGEMENT (BLM) AND NATIONAL PARK SERVICE (NPS)

The CDIFP consists of the BLM's California Desert District, Death Valley/Joshua Tree National Parks and the Mojave National Preserve. The CDIFP is responsible for Zone 5 fire responses. It consists of approximately 15 million acres of public lands on the BLM and NPS of which only 500,000 BLM acres are under agreement to CALFIRE. The District consists of public lands located in Imperial, Riverside, San Diego, Los Angeles, Kern, Inyo and San Bernardino Counties. All BLM lands in San Bernardino County are within the California Desert District and Colorado River District boundaries. BLM/NPS currently have four (4) stations within the County:

- <u>Hole In The Wall</u> located 20 miles north of the town of Essex in the Mojave National Preserve (two (2) Type III Engines one (1) BLM one (1) NPS)
- <u>Apple Valley</u> located in the northern portion of the Town of Apple Valley (two (2) Type III engines, 1 Type 6 Engine, 1 Support 2 3500 gal Water Tender and 1 Type 2 Helicopter)
- <u>Salt Wells</u> (two (2) Type 3 Engines) located 5 miles east of Ridgecrest. One of these Engines will be designated to cover the Olancha Station as needed.
- <u>Black Rock</u> located in the Joshua Tree National Park just south of Yucca Valley (two (2) Type III Engines one (1) BLM one (1) NPS)
- <u>Morongo</u> Co-located with the Morongo Indian Reservation Fire Department at their fire station they have 1 Type III fire engine.

They have Field Offices located in Barstow, Palm Springs, Ridgecrest, Needles and El Centro.

CDIFP is an interagency wildland fire protection organization. Outside of fire season, their equipment is available but long delays can be expected.

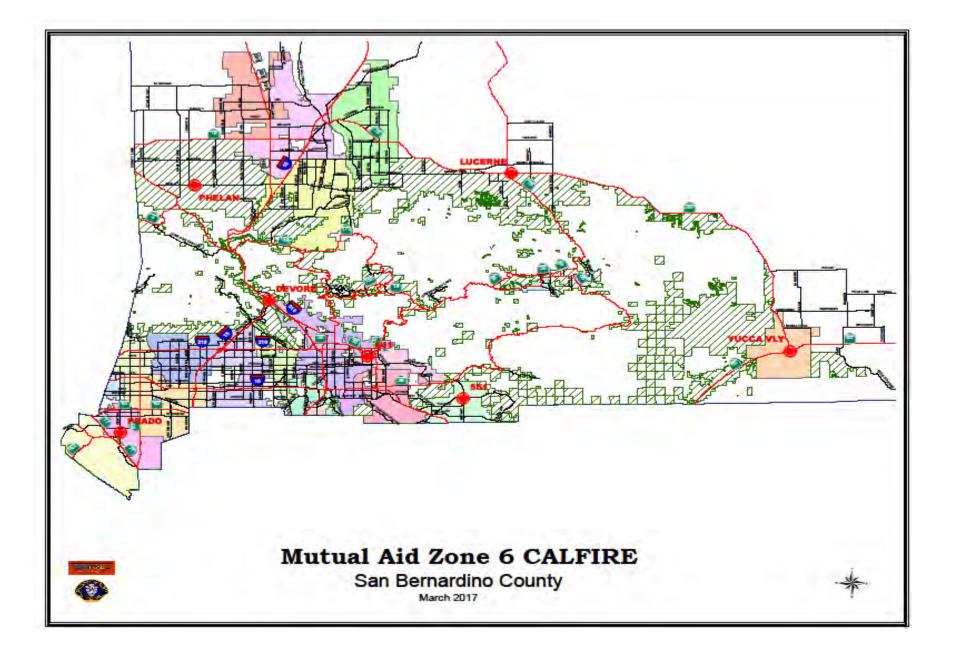
Their District Headquarters is located at 22835 Calle San Juan De Los Lagos in Moreno Valley. Their dispatch center is the Federal Interagency Communications Center located at San Bernardino National Forest Headquarters 602 S. Tippecanoe Avenue in San Bernardino. They have engines, water tenders and a Type 2 water dropping helicopter with on-board fly crew available.

They employ a combination of full-time and seasonal personnel.

They have aid agreements with the following fire agencies in San Bernardino County.

- Automatic aid to CALFIRE for areas that are a threat to public lands
- Automatic aid to the San Bernardino National Forest
- Automatic aid to the Southern California Agency BIA
- Automatic aid to the Joshua Tree NP, Death Valley NP & Mojave National Preserve
- Automatic aid to Apple Valley
- Automatic aid to San Bernardino County
- Zones 2 & 3 work closely with BLM on fire responses that threaten or burn BLM lands

The Federal Interagency Communications Center (FICC) adheres to the State Master Mutual Aid System. Request for strike teams, task forces, and specialized equipment are processed in accordance with the standard mutual aid procedures as developed by the United States Government, State of California and by the San Bernardino Operational Area Fire and Rescue Coordinator.



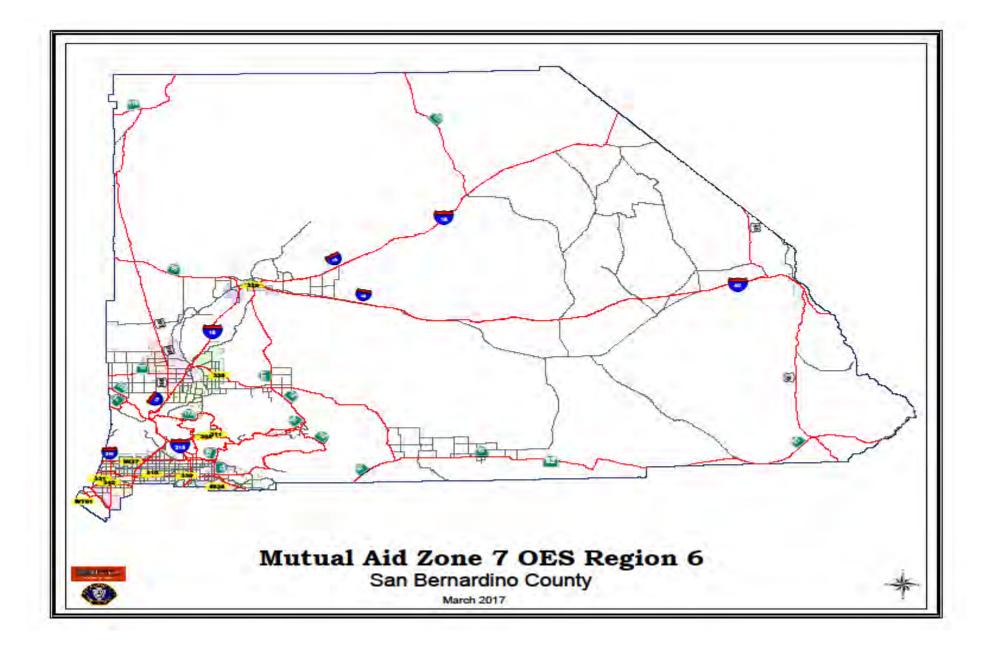
ZONE 6 – CALFIRE

Zone 6 is a county-wide, agency specific, zone that includes all resources and state responsibility areas protected by CALFIRE – San Bernardino Unit. The department is responsible for the fire protection, fire prevention, maintenance, and enhancement of the state's forest, range, and brushland resources, contract fire protection, associated emergency services, and assistance in civil disasters and other non-fire emergencies. CALFIRE Direct Protection Area (DPA) can include any combination of SRA, Federal Responsibility Area (FRA), or Local Responsibility Area (LRA), depending upon the contractual situation. For wildland fire protection DPA excludes LRA lands not intermingled in small blocks with SRA. Each geographical zone has state DPA lands within its boundaries which require close coordination with all fire agencies.

The Headquarters and Emergency Command Center for Zone 6 is located at 3800 N. Sierra Way in San Bernardino. The department has 4 conservation camps and 13 fire stations in the Unit that house 19 hand crews, 16 engines with the ability to upstaff to 22 engines, 2 bulldozers and 2 bulldozer tenders and one type 2 (hoist capable) helicopter with crew. Staffing preparedness levels vary from winter preparedness through transitional preparedness to Peak levels year around.

They employ a combination of full-time and reserve firefighters.

The CALFIRE Emergency Command Center adheres to the State Master Mutual Aid System. Request for strike teams, task forces, and specialized equipment are processed in accordance with the standard mutual aid procedures as developed by the State and by the San Bernardino Operational Area Fire and Rescue Coordinator. Local Fire Chiefs may request assistance from the STATE for STATE resources under the provisions of the California Fire Service and Rescue Emergency Mutual Aid System's Mutual Aid Plan via CALFIRE Master Mutual Aid. The CALFIRE dispatch center, located in Zone 2 at 3800 N. Sierra Way, San Bernardino is the Zone 6 Emergency Dispatch Center.



ZONE 7 – OFFICE OF EMERGENCY SERVICES

The State of California, Fire and Rescue Emergency Plan, consists of a mutual aid system that includes Cal OES owned fire and rescue resources that are operated by local agencies and can be mobilized during emergency situations throughout the State.

OES owned resources are distributed to several agencies. For effective coordination into the County system, the OES equipment has been placed into its own zone. This equipment may be called to emergencies outside of Region 6.

The dispatch of OES equipment in the County for mutual aid assignments is done by the San Bernardino County ConFire Communications Center, known as "Comm. Center" (Op Area Dispatch) which is located in Zone 1 at 1743 W. Miro Way in Rialto.

Zone 7 is coordinated by the OAFC (Operational Area Fire and Rescue Coordinator), and the current distribution of equipment is as follows:

Motorized Fire Equipment	Agency Assignment	Location
OES 309	San Bernardino County Fire Department - Crestline	Zone 3
OES 310	San Bernardino County Fire Department – Fontana	Zone 3
OES 311	San Bernardino County Fire Department – Victorville	Zone 3
OES 328	Barstow Fire Department	Zone 2
OES 330	Colton Fire Department	Zone 1
OES 331	Montclair Fire Department	Zone 1
OES 335	Apple Valley Fire Protection District	Zone 2
OES 342	Ontario Fire Department	Zone 1
OES WT61	Chino Valley Independent Fire District	Zone 1
OES 8637	Rancho Cucamonga Fire Protection District	Zone 1
OES 8638	Redlands Fire Department	Zone 1

III. COMMUNICATIONS

III. COMMUNICATIONS

It is anticipated that this system will allow for growth of this County's Fire Service through the year 2020. This plan utilizes portions of the old county-wide system and also includes a new common designator plan for all suppression and rescue equipment within the County.

Each fire station within the County has been assigned a distinct number. Each piece of equipment has been assigned a distinct plain language designator. Additional like equipment in the same station will have an alphabetical letter starting with "A", placed behind the equipment number indicating that there is like equipment within that station. Reserve equipment will also have an alphabetical letter such as "R" placed behind the equipment number indicating the equipment. With several hand crews assigned to one specific station, the call sign for each crew will be through a number system. The station assignment will be followed by a crew number.

Administrative staff would continue using the current department number assignments and would be placed on one-hundred block designations (see below). However, all staff would use a plain language designator along with the number assignment (see examples below):

00 Fire Chief (personal designation)

01-49 Administrative (Deputy Chief and below)

- 50-89 Prevention (Inspectors, Arson Investigators, Training)
- 90-99 Mechanics

ADMINISTRATION EXAMPLES

"Chief 4700"	Barstow Fire Chief
"Division 1809"	Ontario Division Chief
"Prevention 258"	San Bernardino County Fire Prevention Officer
"Battalion 2805"	Big Bear Fire Authority Battalion Chief
"Repair 790"	Redlands Fire Mechanic
"Deputy 1101"	Loma Linda Deputy Chief

SUPPRESSION, RESCUE AND SUPPORT EQUIPMENT EXAMPLES San Bernardino County Station 221

"Station 221"	"Medic Engine 221"	"Squad 221"
"Engine 221A"	"Air Light 221"	"Engine 221R"
"Water Tender 221"	"Truck 221"	"Utility 221"
	Victorville Fire Station 311	L
"Station 311"	"Medic Engine 311"	"Engine 311A"
"Medic Truck 311"	"Water Tender 311"	"Brush Engine 311"

Hand Crews

Inmate Crews "Crew 15-1" "Crew 15-2" Paid Crews "Crew 6-1" "Crew 6-2"

PRIMARY and SUPPORT SUPPRESSION RESOURCES

ID	RESOURCE	RADIO CALL	ID	RESOURCE	RADIO CALL
Α	Air Tanker	TANKER	Ю	Information Officer	INFO
AA	Air Attack	AIR ATTACK	IS	Incident Support Unit	INCIDENT SUPPORT
AC	Assistant Chief	ASSISTANT	κ	Air Crash Vehicle	CRASH
AD	Administrative	ADMIN	LS	Illumination Unit	LIGHT
AM	BLS Ambulance	AMBULANCE	MA	ALS Ambulance	MEDIC AMBULANCE
AR	Air Rescue Helicopter	AIR RESCUE	MB	ALS Brush Engine	MEDIC BRUSH
вс	Battalion Chief	BATTALION	МС	Multi-casualty Vehicle/Trailer	MULTI CASUALTY
BE	Brush Engine (type 3)	BRUSH	ME	ALS Engine Company	MEDIC ENGINE
BP	Brush Patrol (type 6)	Brush Patrol	MH	ALS Helicopter	MEDIC COPTER
BS	Breathing Apparatus	BREATHING SUPPORT	MR	ALS Rescue (Heavy or Medium)	MEDIC RESCUE
BT	Boat	BOAT	MS	ALS Squad (light)	MEDIC SQUAD
С	Hand Crew	CREW	MT	ALS Truck Company	MEDIC TRUCK
CC	Dispatcher	DISPATCHER	Ρ	Prevention Officer	PREVENTION
СН	Fire Chief	CHIEF	R	BLS Rescue (Heavy or Medium)	RESCUE
CN	Chaplain	CHAPLAIN	RB	Rescue Boat	RESCUE BOAT
СР	Captain	CAPTAIN	RS	Mobile Mechanic	REPAIR
CS	Mobile Communications Unit	COMMUNICATIONS SUPPORT	S	BLS Squad (light)	SQUAD
СТ	Crew Transport	CREW TRANSPORT	SC	Snow Cat Unit	SNOW CAT
D	Bulldozer	DOZER	SL	Loader	LOADER
DC	Division Chief	DIVISION	SUP	Crew Superintendent	SUP
DN	Decon Unit	DECON	SV	Service Vehicle	SERVICE
DP	Deputy Chief	DEPUTY			
DS	Dry Chemical	DRY CHEM			
DT	Bulldozer Tender	DOZER TENDER	Т	Truck Company	TRUCK
Е	Engine (type 1 or 2)	ENGINE	TR	Training Officer	TRAINING
ED	Emergency Ordinance Disposal	EOD	ΤS	Heavy Equipment Transport	TRANSPORT
F	Foam Unit	FOAM	UT	Utility Transport	UTILITY
FI	Fire Investigation Unit	FIRE INVESTIGATION	wт	Water Tender	WATER TENDER
FT	Fuel Tender	FUEL TENDER			
FRM	Crew Foreman	FOREMAN			
Н	Helicopter	COPTER			
GH	Inmate Handcrew	GLEN HELEN			
НМ	Haz Mat Unit	HAZMAT			
ΗТ	Helicopter Tender	HELICOPTER TENDER			
I	Fire Investigator	INVESTIGATOR			

ASSIGNED AGENCY RADIO NUMBERS

ZONE 1 (West Valley Area)		
ZONE 1 (West Valley Ar	rea)	
Chino Institute for Men	1400	
Chino Institute for Woman	1500	
Chino	1600	
Montclair	1700	
Ontario	1800	
Ontario Airport	2300	
(reserved)	2000	
Rancho Ćucamonga	2100	
Mt. Baldy	2200	

ZONE 1 (East Valley Area)		
400 700 800 900 1100 540		
550		

Deweett	4400
Daggett	4100
Apple Valley	4600
Barstow	4700
Yermo	5500
Newberry Springs	6000
Edwards Air Force Base	8200
Barstow Marine Corps Base	8400
Fort Irwin Army Base	8500
Searles Valley Minerals FD	8600
Goldstone Station	8900

ZONE 2 (High Desert Area) ZONE 2 (Morongo Basin Area)

Morongo Valley	5200
29 Palms Marine Base	8100

ZONE 2 (Mountain Area)

Arrowbear	2700
Big Bear Fire Authority	2800
Running Springs	3600

ZONE 3 (County Fire)

San Bernardino County 100-300, 500-600

ZONE 4 (United States Forest Service)

San Bernardino National Forest 1-100

ZONE 5 (Bureau of Land Management)

Bureau of Land Management 3600

ZONE 6 (CALFIRE)

San Bernardino Unit 3500

DISPATCH CENTER LOCATIONS

OPERATIONAL AREA DISPATCH CENTER

SAN BERNARDINO COUNTY CONFIRE COMMUNICATIONS CENTER (Comm Center)

1743 W. Miro Way Rialto, CA 92376 Public Line: 909-356-3805 Fax: 909-356-3809 Email dispatchsup@confire.org

Agencies Dispatched:

Apple Valley Big Bear Fire Authority Colton Fire Loma Linda Fire Mt. Baldy Fire Montclair Fire Rancho Cucamonga Fire Redlands Fire Rialto Fire Running Springs Fire San Bernardino County Fire San Manuel Fire

ONTARIO DISPATCH (Ontario)

415 East B Street Ontario, CA 91764 Public Line: 909-983-5911 Fax: 909-395-2095 Email: firedispatchsupervisor@ontarionca.gov

SAN BERNARDINO CAL-FIRE (CAL-FIRE)

3800 N. Sierra Way San Bernardino, CA 92405 Public Line: 909-881-6916 Fax: 909-881-6970 Email: mike.sweeney@fire.ca.gov

U.S. FOREST SERVICE (Forest Service)

602 S. Tippecanoe Avenue San Bernardino, CA 92408 Public Line: 909-383-5654 Fax: 909-383-5587 Email: <u>tsensintaffar@fs.fed.us</u>

BARSTOW MARINE BASE FIRE (Barstow MCB)

Bldg #167 – Fire Department Marine Corps Logistics Base Barstow, CA 92311 Public Line: 760-577-6666 Fax: 760-577-5850 Email: <u>thomas.stickley@usmc.mil</u>

Agencies Dispatched:

Chino Valley Fire

Ontario Fire

Agencies Dispatched: Arrowbear Lake Fire CALFIRE Daggett Fire Highland City Fire Morongo Valley Fire Newberry Springs Fire Yermo Fire Yucaipa City Fire

Agencies Dispatched:

San Bernardino National Forest Bureau of Land Management Death Valley National Park Joshua Tree National Park Mojave National Preserve Bureau of Indian Affairs

Agencies Dispatched:

Barstow MCB Fire

FORT IRWIN FIRE DEPT (Fort Irwin Fire)

P.O. Box 105057 Fort Irwin Army Base Fort Irwin, CA 92310 Public Line: 760-380-3496 Fax: 760-380-5992 Email: josh.cooper@us.army.mil ron.silveria@cbifederalservices.com

COMBAT CENTER FIRE (Marine Center Fire)

P.O. Box 6004, MAGTF TC Twentynine Palms, CA 92278-6004 Public Line: 760-830-6871 Fax: 760-830-6904 Email: christopher.burch@usmc.mil

Agencies Dispatched:

Agencies Dispatched:

Fort Irwin Fire

Combat Center Fire

Agency Dispatched:

BARSTOW POLICE / FIRE COMMUNICATIONS

mmaestas@barstowca.org

Barstow Fire

220 E Mt. View, Suite B Barstow, CA 92311 Dispatch: 760-256-2211 Fax: 760-256-2215 Dispatch Supervisor: Marilyn Maestas

Email:

COMMUNICATIONS – FIRE STATION NUMBERING

1	SBCFPD – County Service Center	54	SBCFPD – Unassigned
2	SBCFPD – Devore	55	SBCFPD – Black Meadow Landing
3	SBCFPD – Unassigned	56	SBCFPD – Hinkley
4	SBCFPD – Helendale	57	SBCFPD – Trona
5	SBCFPD – Rosena Ranch	58	SBCFPD – Unassigned
6	SBCFPD – Glen Helen Paid Crews	59	SBCFPD – Unassigned
7	SBCFPD – Lucerne Valley East	60	SBCFPD – Unassigned
8	SBCFPD – Lucerne Valley West	61	Chino Valley FD – Station 1
9	SBCFPD – Mentone	62	Chino Valley FD – Station 2
10	SBCFPD – Phelan	63	Chino Valley FD – Station 3
11	SBCFPD – El Mirage	64	Chino Valley FD – Station 4
12	SBCFPD – San Antonio	65	Chino Valley FD – Station 5
13	SBCFPD – Pinon Hills	66	Chino Valley FD – Station 6
14	SBCFPD – Wrightwood	67	Chino Valley FD – Station 7
15	SBCFPD – Glen Helen Inmate Crews	68	Chino Valley FD – Unassigned
16		69	Chino Valley FD – Unassigned
17	SBCFPD – Baldy Mesa SBCFPD – Big River	70	, .
18	-	70	Chino Valley FD – <i>Unassigned</i> SBCFPD – Downtown Fontana
	SBCFPD – Lake Havasu	72	SBCFPD – Downlown Fontana SBCFPD – Fontana
19	SBCFPD – Landers		-
20	SBCFPD – Lytle Creek	73	SBCFPD – Heritage Village
21	SBCFPD – Parker Dam	74	SBCFPD – South Ridge
22	SBCFPD – Spring Valley Lake	75	SBCFPD – Muscoy
23	SBCFPD – Grand Terrace	76	SBCFPD – Bloomington
24	SBCFPD – Cedar Pines	77	SBCFPD – South Fontana
25	SBCFPD – Crestline	78	SBCFPD – North Fontana
26	SBCFPD – Twin Peaks	79	SBCFPD – Hunter's Ridge
27	SBCFPD – Unassigned	80	SBCFPD – West Fontana
28	SBCFPD – Valley of Enchantment	81	SBCFPD – Unassigned
29	SBCFPD – Lake Gregory	82	SBCFPD – Unassigned
30	SBCFPD – Rim Forest	83	SBCFPD – Unassigned
31	SBCFPD – Unassigned	84	SBCFPD – Unassigned
32	SBCFPD – Needles	85	SBCFPD – Unassigned
33	SBCFPD – Unassigned	86	SBCFPD – Unassigned
34	SBCFPD – Park Moabi	87	SBCFPD – Unassigned
35	SBCFPD – Panorama Heights	88	SBCFPD – Unassigned
36	SBCFPD – Joshua Tree	89	SBCFPD – Unassigned
37	SBCFPD – Mt. View Acres	90	SBCFPD – Unassigned
38	SBCFPD – Pioneertown	91	SBCFPD – Lake Arrowhead Village
39	SBCFPD – Unassigned	92	SBCFPD – North Shore
40	SBCFPD – Oak Hills	93	SBCFPD – Cedar Glen
41	SBCFPD – Yucca Valley	94	SBCFPD – West Arrowhead
42	SBCFPD – Yucca Mesa	95	SBCFPD – Green Valley Lake
43	SBCFPD – Johnson Valley	96	SBCFPD – Fawnskin
44	SBCFPD – 29 Palms	97	SBCFPD – Unassigned
45	SBCFPD – Wonder Valley West	98	SBCFPD – Angelus Oaks
46	SBCFPD – Unassigned	99	SBCFPD – Forest Falls
47	SBCFPD – Wonder Valley East	100	SBCFPD – Unassigned
48	SBCFPD – Summit Valley	101	SBCFPD – Unassigned
49	SBCFPD – Unassigned	102	SBCFPD – Unassigned
50	Running Springs FD – East	103	SBCFPD – Unassigned
51	Running Springs FD – West	104	SBCFPD – Unassigned
52	SBCFPD – Harvard	105	SBCFPD – Unassigned
53	SBCFPD – Baker	106	SBCFPD – Unassigned

 152 Montclair FD – Station 2 153 Montclair FD – Unassigned 154 Montclair FD – Unassigned 155 Montclair FD – Unassigned 	 107 SBCFPD - Unassigned 108 SBCFPD - Vassigned 100 SBCFPD - Unassigned 111 SBCFPD - Unassigned 112 SBCFPD - Unassigned 113 SBCFPD - Unassigned 114 SBCFPD - Unassigned 115 SBCFPD - Unassigned 115 SBCFPD - Unassigned 116 SBCFPD - Unassigned 117 SBCFPD - Unassigned 118 SBCFPD - Unassigned 119 SBCFPD - Unassigned 120 SBCFPD - Unassigned 121 SBCFPD - Unassigned 122 SBCFPD - Unassigned 123 SBCFPD - Unassigned 124 SBCFPD - Unassigned 125 SBCFPD - Unassigned 125 SBCFPD - Unassigned 126 SBCFPD - Unassigned 127 SBCFPD - Unassigned 128 SBCFPD - Unassigned 129 SBCFPD - Unassigned 129 SBCFPD - Unassigned 120 SBCFPD - Unassigned 120 SBCFPD - Unassigned 121 SBCFPD - Unassigned 122 SBCFPD - Unassigned 123 SBCFPD - Unassigned 124 SBCFPD - Unassigned 125 SBCFPD - Unassigned 126 SBCFPD - Unassigned 127 SBCFPD - Unassigned 128 SBCFPD - Unassigned 129 SBCFPD - Unassigned 130 SBCFPD - Unassigned 131 Ontario FD - Station 1 132 Ontario FD - Station 1 132 Ontario FD - Station 5 136 Ontario FD - Station 7 138 Ontario FD - Station 7 138 Ontario FD - Station 7 138 Ontario FD - Unassigned 140 Ontario FD - Unassigned 142 Ontario FD - Unassigned 143 Ontario FD - Unassigned 144 Ontario FD - Unassigned 145 Ontario FD - Unassigned 144 Ontario FD - Unassigned 145 Ontario FD - Unassigned 144 Ontario FD - Unassigned 145 Ontario FD - Unassigned 144 Ontario FD - Unassigned 145 Ontario FD - Unassigned 144 Ontario FD - Unassigned 145 Ontario FD - Unassigned 146 Ontario FD - Unassigned 147 Ontario FD - Unassigned 148 Ontar
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284 Big Bear Lake FD – Baldwin Lake 285 Big Bear Lake FD - Unassigned 286 Big Bear Lake FD – Unassigned 287 Big Bear Lake FD – Unassigned 288 Big Bear Lake FD – Unassigned 289 Big Bear Lake FD – Unassigned 290 Big Bear Lake FD – Unassigned 291 Big Bear Fire Authority – Station 1 292 Big Bear City FD – Station 2 293 Big Bear City FD - Station 3 294 Big Bear City FD – Unassigned 295 Big Bear City FD – Unassigned 296 Big Bear City FD - Unassigned 297 Big Bear City FD – Unassigned 298 Big Bear City FD – Unassigned 299 Big Bear City FD – Unassigned 300 SBCFPD – Unassigned 301 Hesperia FD - Station 1 302 Hesperia FD - Station 2 303 Hesperia FD – Station 3 304 Hesperia FD – Station 4 305 Hesperia FD - Station 5 306 Hesperia FD – Unassigned 307 Hesperia FD - Unassigned 308 Hesperia FD – Unassigned 309 Hesperia FD – Unassigned 310 Hesperia FD – Unassigned 311 Victorville FD – Station 1 312 Victorville FD – Station 2 313 Victorville FD – Station 3 314 Victorville FD - Station 4 315 Victorville FD – Station 5 316 Victorville FD – Unassigned 317 Victorville FD – Unassigned 318 Victorville FD – Unassigned 319 Victorville FD – Logistics Airport 320 Victorville FD – Unassigned 321 Adelanto FD – Unassigned 322 Adelanto FD – Station 2 323 Adelanto FD – Unassigned 324 Adelanto FD - Unassigned 325 SBCFPD - Helicopter 326 Adelanto FD - Unassigned 327 Adelanto FD - Unassigned 328 Adelanto FD – Unassigned 329 Adelanto FD – Unassigned 330 Adelanto FD - Unassigned 331 Apple Valley FD – Station 1 332 Apple Valley FD - Station 2 Apple Valley FD – Unassigned 333 334 Apple Valley FD – Station 4 335 Apple Valley FD - Station 5 336 Apple Valley FD - Station 6 337 Apple Valley FD – Station 7 338 Apple Valley FD - Unassigned 339 Apple Valley FD - Unassigned 340 Apple Valley FD - Unassigned 341 Apple Valley FD - Unassigned 342 Apple Valley FD – Unassigned

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402 Barstow Marine FD - Station 2 403 Barstow Marine FD – Unassigned 404 Barstow Marine FD – Unassigned 405 Barstow Marine FD – Unassigned 406 Barstow Marine FD – Unassigned 407 Barstow Marine FD – Unassigned 408 Barstow Marine FD – Unassigned 409 Barstow Marine FD - Unassigned 410 Barstow Marine FD – Unassigned 411 Fort Irwin Army FD - Station 1 412 Fort Irwin Army FD – Station 2 413 Fort Irwin Army FD – Station 3 414 Fort Irwin Army FD – Unassigned 415 Fort Irwin Army FD – Unassigned 416 Fort Irwin Army FD – Unassigned 417 Fort Irwin Army FD – Unassigned 418 Fort Irwin Army FD – Unassigned 419 Fort Irwin Army FD – Unassigned 420 Fort Irwin Army FD - Unassigned 421 SBCFPD -SBCFPD -422 423 SBCFPD 424 SBCFPD 425 SBCFPD 426 SBCFPD 427 SBCFPD 428 SBCFPD 429 SBCFPD 430 SBCFPD 431 Goldstone FD - Station 1 432 Goldstone FD – Unassigned 433 Goldstone FD – Unassigned 434 Goldstone FD – Unassigned 435 Goldstone FD – Unassigned 436 Goldstone FD - Unassigned 437 Goldstone FD – Unassigned 438 Goldstone FD – Unassigned 439 Goldstone FD – Unassigned 440 Goldstone FD – Unassigned 441 Edwards AFB FD – Station 1 442 Edwards AFB FD - Station 2 443 Edwards AFB FD – Station 3 444 Edwards AFB FD – Station 4 445 Edwards AFB FD - Station 5 446 Edwards AFB FD – Station 6 447 Edwards AFB FD – Station 7 448 Edwards AFB FD – Station 8 449 Edwards AFB FD – Unassigned 450 Edwards AFB FD – Unassigned 451 Combat Center Fire – Station 1 452 Combat Center Fire – Station 2 453 Combat Center Fire - Unassigned 454 Combat Center Fire - Unassigned 455 Combat Center Fire – Unassigned 456 Combat Center Fire - Unassigned 457 Combat Center Fire – Unassigned 458 Combat Center Fire – Unassigned 459 Combat Center Fire - Unassigned 460 Combat Center Fire – Unassigned 461 Morongo Valley FD – Station 1 462 Morongo Valley FD – Station 2 463 Morongo Valley FD – Unassigned 464 Morongo Valley FD – Unassigned 465 Morongo Valley FD – Unassigned 466 Morongo Valley FD – Unassigned 467 Morongo Valley FD – Unassigned 468 Morongo Valley FD - Unassigned 469 Morongo Valley FD - Unassigned 470 Morongo Valley FD - Unassigned 471 SBCFPD – Unassigned 472 SBCFPD - Unassigned 473 SBCFPD - Unassigned 474 SBCFPD – Unassigned 475 SBCFPD - Unassigned 476 SBCFPD – Unassigned 477 SBCFPD – Unassigned 478 SBCFPD – Unassigned 479 SBCFPD - Unassigned 480 SBCFPD - Unassigned 481 RFPA – Unassigned 482 RFPA – Unassigned 483 RFPA – Unassigned 484 RFPA – Unassigned 485 RFPA – Unassigned 486 RFPA – Unassigned 487 RFPA – Unassigned 488 RFPA – Unassigned 489 RFPA – Unassigned 490 RFPA – Unassigned 491 Cal-FIRE – Station 1 492 CALFIRE - Station 2 493 CALFIRE – Station 3 494 CALFIRE – Station 4 495 CALFIRE - Station 5 496 CALFIRE – Unassigned 497 CALFIRE – Unassigned 498 CALFIRE – Unassigned 499 CALFIRE – Unassigned 500 Ontario Dispatch Center 501 Unassigned 502 San Bernardino Comm Center 503 Ontario Airport Dispatch 504 Unassigned 505 Unassigned 506 Unassigned 507 Unassigned 508 Unassigned 509 Unassigned 510 Unassigned

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999 – Unassigned

SAN BERNARDINO COUNTY FIRE CHIEFS' ASSOCIATION VHF TACTICAL FREQUENCY PLAN

The attached frequency grid is designed to work throughout all the fire jurisdictions within San Bernardino County. For it to function smoothly, it requires the complete coordination of all the fire dispatch centers in the County.

These dispatch centers include:

ConFire JPA Communications "Comm Center" Ontario Fire Communications "Ontario" Cal-Fire BDU Emergency Command Center "San Bernardino" Federal Inter-Agency Dispatch Center "San Bernardino"

The channel names and their assigned frequencies are listed below:

CHANNEL	FREQUENCY	TONE
BDC V1 Rptr	151.1450	8
BDC V2 Rptr	159.1200	Multiple
BDC V3 Rptr	151.1525	Multiple
BDC V4 Rptr	155.1000	Multiple
BDC V5 Rptr	155.1150	5
BDC V6 Rptr	154.3850	7
BDC V15	153.8300	7
BDC V16	154.0250	5
BDC V17	154.0700	7
BDC V18	154.1900	7
BDC V19	154.3250	7
BDC V20	155.4000	7
CDD Admin	166.3750	Multiple
BLM SOA (tac)	168.3000	CSQ
BDF Forest net	171.4750	Multiple
NIFC Tac 1	168.0500	CSQ
NIFC Tac 2	168.2000	CSQ
NIFC Tac 3	168.6000	CSQ
R5 tac 4	168.5500	CSQ
R5 tac 5	167.1125	CSQ
R5 tac 6	168.2375	CSQ
BDU Local 1	151.4450	Multiple
BDU Local 2	151.3250	Multiple
CDF Cmd 1	151.3550	Multiple
CDF Cmd 2	151.2650	Multiple
CDF Cmd 3	151.3400	Multiple
CDF Tac 5	151.2500	16
CDF Tac 8	151.3700	16
OTO V1	154.0250	7

CHANNEL	FREQUENCY	TONE	Tone Hz
VCALL10	155.7525	6	156.7
VTAC11	151.1375	6	156.7
VTAC12	154.4525	6	156.7
VTAC13	158.7375	6	156.7
VTAC14	159.4725	6	156.7
VFIRE21	154.2800	6	156.7
VFIRE22	154.2650	6	156.7
VFIRE23	154.2950	6	156.7
VFIRE24	154.2725	6	156.7
VFIRE25	154.2875	6	156.7
VFIRE26	154.3025	6	156.7

ZONES	DISP	JURISDICTIONS	PRIMARY VHF CONTACT	PRE- ASSIGNED TACTICAL NET	ALTERNATE TACTICAL FREQUENCIES		
SRA	BDU	CalFire SRA	CDF Cmd 1, 2, or 3 ¹	CDF TAC 5	CDF TAC 8	VFIRE26	VFIRE25
BDF	FICC	USFS BDF	BDF Forest Net	NIFC TAC 2	NIFC TAC	NIFC TAC 3	R5 TAC 6
BLM	FICC	BLM CA Desert Dist	BLM CDD	BLM SOA	VFIRE26	VFIRE25	VFIRE24
TRAIN	ING	Countywide	VCALL10	VTAC14	VTAC13	VTAC12	VTAC11
Extended	d OPS	Countywide	BDC-V repeaters	BDC V15	BDC V17	BDC V19	BDC V20
ZONE- 1	CCC	CONFIRE - W-VLY	BDC V1 tn 8	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	CONFIRE: E-VLY	BDC V6 tn 7	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	MT BALDY	BDCV1-T8	BDC V15	BDC V17	BDC V19	BDC V20
	OTO	CHINO VALLEY	OTO V1 tn 7	BDC V15	BDC V17	BDC V19	BDC V20
	OTO	ONTARIO	OTO V1 tn 7	BDC V15	BDC V17	BDC V19	BDC V20
	BDU	HIG/YUC	BDU L1 tn 2/4	VFIRE22 ²	VFIRE23	VFIRE24	VFIRE25
ZONE- 2	CCC	CONFIRE: MNTNS	BDC V2 (tn 1,2,6,7)	BDC V15	BDC V17	BDC V19	BDC V20
	BDU	ARROWBEAR	BDU L1 tn 4	VFIRE26	VFIRE25	VFIRE24	VFIRE23
	CCC	CONFIRE - APP	BDC V3 tn 7	BDC V15	BDC V17	BDC V19	BDC V20
	BAR	BARSTOW	^{800mhz ONLY} 1- BRFD1	BDC V15	BDC V17	BDC V19	BDC V20
	BDU	DAG/NBY/YER	BDU L2 tn 3	BDCV19	VFIRE22	VFIRE23	VFIRE24
	BDU	MORONGO VLY	BDU L2 tn 4	BDCV19	VFIRE23	VFIRE24	VFIRE25
ZONE- 3	CCC	BATT 01	BDC V1 tn 8	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	BATT 02	BDC V6 tn 7	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	BATT 03 & 04	BDC V6 tn 7	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	BATT 05	BDC V2 tn 1,2,6,7	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	BATT 07	BDC V4 tn 1,4	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	BATT 08 & 10	BDC V3 tn 1,2,3,7	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	RED MOUNTAIN	KRN 27 tn 7	BDC V15	BDC V17	BDC V19	BDC V20
	CCC	NEEDLES/HAVASU	BDC V5 tn 5	VFIRE21 ³	BDC V15	BDC V17	BDC V19
	CCC	BIG RIVER	3-CMD-9	VFIRE21 ³	BDC V15	BDC V17	BDC V19

Notes: ¹ CDF is assigned Command 1,2, or 3 by OSCC at time of dispatch based on availability

² CalFire is also authorized to use BDC V19 if requested.

³ VFIRE21 is permitted as a tac ONLY WITH Arizona mutual aid units

4 After the first operational period (12 hours, 24 hours, etc.) the IC should request "BDC V" tac channels to replace the VFIRE channels after mutual aid resources are released from the incident. When this occurs, follow the "EXTENDED OPS" section above.

5 For all BDC FG Incidents: Assign a Primary and Secondary Tac Channel and BDCAG (BDC Air to Ground). Any incident with Aircraft assigned where Comm Center is the UOP, we must also assign an Air to Air (VICTOR) channel. VICTOR is a unit in CAD, the frequency is 136.000

IV. FIRE STATION DIRECTORY / CHIEF OFFICER LISTING

ZONE COORDINATORS

Operational Area - XBO

	Primary	Alternate	Alternate
Coordinator	Mark Hartwig	Don Trapp	Ivan Rojer
Agency	San Bernardino Co. Fire	San Bernardino Co. Fire	Rancho Cucamonga Fire
Address	157 W. 5 th St., 2 nd Flr.	157 W. 5 th St., 2 nd Flr.	10500 Civic Center Dr.
	San Bernardino, CA	San Bernardino, Ca	Rancho Cucamonga, CA
	92415	92415	91730
Phone	909-387-5952	909-387-5749	909-477-2770
Fax	909-387-5742	909-387-5742	909-477-2772 Ext 3000
Pager	800-426-8689 Pager	800-426-8689 Pager	800-426-8689 Pager
0	1450	1124	7175
Cell	909-518-4160	909-515-3656	909-518-9717
E-Mail	mhartwig@sbcfire.org	dtrapp@sbcfire.org	Ivan.Rojer@cityofrc.us

	Primary	Alternate
Dispatch	San Bernardino ConFIRE JPA	CALFIRE – San Bernardino
Phone-24 hr	909-356-3805	909-881-6916
Fax-24 hr	909-356-3809	909-881-6970
E-Mail	dispatchsup@confire.org	bdueccstaff@fire.ca.gov
Supervisor	Mike Bell	Jeremy Mitchell
E-Mail	mbell@confire.org	Jeremy.Mitchell@fire.ca.gov

	Primary	Alternate	Alternate
Coordinator	Rob Elwell	Tim McHargue	Vacant
Agency	Ontario Fire Department	Colton Fire Department	
Address	415 E "B" Street	303 East "E" Street	
	Ontario, CA 91764-4107	Colton, CA 92324	
Phone	909-395-2002	(909) 370-5100	
Fax	909-395-2556	909-370-6146	
Pager	N/A		
Cell	909-549-9579	909-370-5100	
E-Mail	relwell@ontarioca.gov	tmchargue@confire.org	

	Primary	Alternate
Dispatch	San Bernardino ConFIRE JPA	Ontario Fire Department
Phone-24 hr	909-356-3805	909-983-5911
Fax-24 hr	909-356-3809	909-395-2095
E-Mail	dispatchsup@confire.org	firedispatchsupervisor@ontarioca.gov
Supervisor	Mike Bell	Brian Acosta
E-Mail	mbell@confire.org	bacosta@ontarioca.gov

Zone #2

	Primary	Alternate	Alternate	
Coordinator	Jeff Willis	George Corley	Lorenzo Gigliotti	
Agency	Big Bear Fire Department	Running Springs	Apple Valley	
Address	PO Box 558	31250 Hilltop Blvd.	22400 Headquarters Dr.	
	Big Bear, CA 92314	Running Springs, CA 92382	Apple Valley, CA 92307	
Phone	909-585-2362	(909) 867-2630	760-247-7618	
Fax	909-585-0348	(909) 867-5456	760-247-3895	
Pager	800-426-8689 Pager			
-	0326			
Cell	909-731-4824		760-985-0259	
E-Mail	jeff.willis@bigbearfire.org	g.corley@runningspringsfd.org	lgigliotti@applevalleyfd.com	

	Primary	Alternate
Dispatch	San Bernardino ConFIRE JPA	Ontario Fire Department
Phone	909-356-3805	909-983-5911
Fax	909-356-3809	909-395-2095
E-Mail	dispatchsup@confire.org	firedispatchsupervisor@ontarioca.gov
Supervisor	Mike Bell	Brian Acosta
E-Mail	mbell@confire.org	bacosta@ontarioca.gov

	Primary	Alternate	Alternate
Coordinator	Mark Hartwig	Don Trapp	County Duty Chief
Agency	San Bernardino County	San Bernardino Co. Fire	
	Fire	Dept.	
Address	157 West Fifth St.	157 W. 5 th St.	
	2 nd Floor	2 nd Floor	
	San Bernardino, CA 92415	San Bernardino, Ca 92415	
Phone	909-387-5974	909-387-5749	
Fax	909-387-5742	909-387-5742	
Pager	800-426-8689 Pager 1450	800-426-8689 Pager 1124	
Cell	909-518-4160	951-515-3656	
E-Mail	mhartwig@sbcfire.org	dtrapp@sbcfire.org	

	Primary	Alternate
Dispatch	San Bernardino ConFIRE JPA	
Phone	909-356-3805	
Fax	909-356-3809	
E-Mail	dispatchsup@confire.org	
Supervisor	Mike Bell	
E-Mail	mbell@confire.org	

Zone #4

	Primary	Alternate	Alternate
Coordinator	Jaime Gamboa	Mike Nobles	Vacant
Agency	United States Forest Service	United States Forest Service	
Address	1824 Commercenter Circle San Bernardino, CA 92408-3430	1824 Commercenter Circle San Bernardino, CA 92408-3430	
Phone	909-382-2629	909-382-2632	
Fax	909-383-5770	909-383-5770	
Pager			
Cell	909-677-6017	951-204-0165	
E-Mail	jgamboa@fs.fed.us	mnobles@fs.fed.us	

	Primary	Alternate
Dispatch	FEDCOM – USFS	
Phone-24 hr	909-383-5651	
Fax-24 hr	909-383-5587	
E-Mail		
Supervisor	Elizabeth Barrera	
E-Mail	ebarrera@fs.fed.us	

	Primary	Alternate	Alternate
Coordinator	Paul Gibbs	James Tomaselli	
Agency	Bureau of Land Management	Bureau of Land Management	
Address	22835 Calle San Juan De Los Lagos Moreno Valley, CA 92553	22835 Calle San Juan De Los Lagos Moreno Valley, CA 92553	
Phone	951-697-5355	951-697-5274	
Fax	951-697-5299	951-697-5299	
Pager	None	None	
Cell	951-903-4135	951-903-4137	
E-Mail	pgibbs@blm.gov	jtomasseli@blm.gov	

	Primary	Alternate
Dispatch	FICC-BLM/NPS/FS	
Phone-24 hr	909-383-5651	
Fax-24 hr	909-383-5587	
E-Mail		
Center Manager	Andrea Lannen-Littlefield	
E-Mail	alannenlittlefield@blm.gov	

Zone #6

	Primary	Alternate	Alternate
Coordinator	Glenn Barley	Shane Littlefield	Vacant
Agency	CALFIRE	CALFIRE	
Address	3800 N. Sierra Way San Bernardino, CA 92405	3800 N. Sierra Way San Bernardino, CA 92405	
Phone	909-881-6900	909-881-6900	
Fax	909-881-6969	909-881-6969	
Pager	None		
Cell	909-553-7133	951-314-0402	
E-Mail	Glenn.barley@fire.ca.gov	Shane.Littlefield@fire.ca.gov	

	Primary	Alternate
Dispatch	CALFIRE-San Bernardino	
Phone-24 hr	909-881-6916	
Fax-24 hr	909-881-6969	
E-Mail	bdueccstaff@fire.ca.gov	
Supervisor	Jeremy Mitchell	
E-Mail	Jeremy.Mitchell@fire.ca.gov	

	Primary	Alternate	
OES Coordinator	Pete Mercado	Art Torrez	
Agency	CAL EMA, Region VI	OES - Fire Operations South	
Address	2524 Mulberry Street Riverside, CA 92501		
Phone	619-302-5360	916-642-3838	
Fax	916-845-8396	805-445-8396	
Pager			
Cell	619-302-5360	916-642-3838	
E-Mail	Pete.Mercado@caloes.ca.gov	Art.Torrez@caloes.ca.gov	

SAN BERNARDINO COUNTY

MUTUAL AID

ZONE 1

SAN BERNARDINO COUNTY - ZONE 1

CHINO VALLEY INDEPENDENT FIRE DISTRICT (CHO)

14011 City Center Dr.

Chino Hills, CA 91709

	Phone:	(909) 902-5260
	Fax:	(909) 902-5250
Ĩ	Email:	tshackelford@chofire.org

CHIEF OFFICERS

Tim Shackelford	Fire Chief	Chief	1600
Mike Faherty	Deputy Chief – Support Services	Deputy	1602
Scott Atkinson	Deputy Chief – Emergency Services	Deputy	1603
Kyle Collins	Deputy Chief – EMS/Training/CRR	Deputy	1604
Rich Higgins	"A" Shift Battalion Chief	Battalion	1611
Tim Stewart	"B" Shift Battalion Chief	Battalion	1612
Jeremy Ault	"C" Shift Battalion Chief	Battalion	1613
Tyler Johnson	Administrative Battalion Chief	Battalion	1614
Duty Battalion Chief		Battalion	1615
Station Locations			

Station Locations

Station 61	5078 Schaefer Ave., Chino	(909) 902-5261
Station 62	5551 Butterfield Road, Chino Hills	(909) 597-9062
Station 63	7550 Kimball Avenue, Chino	(909) 606-2415
Station 64	16231 Canon Lane, Chino Hills	(909) 597-9064
Station 65	12220 Ramona Avenue, Chino	(909) 902-5265
Station 66	13707 Peyton Avenue, Chino Hills	(909) 902-5266
Station 67	5980 Riverside Dr., Chino	(909) 902-5267

CHINO INSTITUTION FOR MEN FIRE DEPARTMENT (CIM)

149	14901 S. Central Avenue				
Chir	Chino, CA 91710				
a	Phone:	(909) 597-1821 Extension 4096 or 4097			
	Fax:	(909) 606-7100			
Ĩ	Email:	Ünk			

CHIEF OFFICERS

Unk	
-----	--

Fire Chief

Chief

Station Location Station 521

14901 S. Central Avenue, Chino

(909) 597-1821

1400

CA INSTITUTION FOR WOMEN FIRE DEPARTMENT (CIW)

16756 Chino Corona Road Corona, CA 92880-9508 Ŧ Phone: (909) 606-4956 (909) 606-4943 Ð Fax:

Email: none

CHIEF OFFICERS Unk	Fire Chief	Chief	1500
Station Location		(000) 0	00.4050
Station 531	16756 Chino-Corona Road, Chino	(909) 6	06-4956
303 East "E" Street Colton, CA 92324 ☎ Phone: (90 ▣ Fax: (90	DEPARTMENT (COL) 09) 370-5100 09) 370-6146 chargue@confire.org		
CHIEF OFFICERS			
Tim McHargue	Fire Chief	Chief 400	
Dan Harker	Deputy Chief	Deputy	401
Kevin Valentin	Battalion Chief	Battalion	403
Con Cendejas	Battalion Chief	Battalion	404
Ray Bruno	Fire Marshal	Fire Marsha	al 405
Station Locations			
Station 211	303 East "E" Street, Colton	(909) 3	70-5100
Station 212	1511 N. Rancho Avenue, Colton		70-5096
Station 213	1100 S. La Cadena Drive, Colton		70-5097
Station 214	1151 Meadow Lane, Colton		70-5172

HIGHLAND FIRE DEPARTMENT (HIG)

2697	26974 Baseline Street				
High	Highland, CA 92346				
A	Phone:	(909) 862-3031			
	Fax:	(909) 864-5698			
~	Email:	John.Toon@fire.ca.gov			

CHIEF OFFICERS

John Toon	Battalion Chief	Battalion 3511
Station Location		
Station 541	26974 Baseline St., Highland	(909) 862-3031
Station 542	29507 Baseline St., Highland	(909) 862-1760
Station 543	7649 Sterling Ave., Highland	(909) 884-4100

LOMA LINDA FIRE DEPARTMENT (LOM)

25541 Barton Road

LOM	a Linda, CA	92304
T	Phone:	(909) 799-2850
	Fax:	(909) 799-2891
Ĩ	Email:	jbender@lomalinda-ca.gov

CHIEF OFFICERS

Jeff Bender	Fire Chief	Chief	1100
Tim Bruner	Battalion Chief	Battalion	1105
Jeff Gillette	Battalion Chief	Battalion	1106
Tim Bradfield	DC/Fire Marshal	Division	1103
Station Location Station 251 Station 252	11325 Loma Linda Dr., Loma Linda 10520 Ohio Street, Loma Linda	()	799-2877 799-2863

MONTCLAIR FIRE DEPATMENT (MTC)

8901 Monte Vista Avenue Montclair, CA 91763

Phone: (909) 447-3540

Fax: (909) 621-5261

Email: <u>@cityofmontclair.org</u>

CHIEF OFFICER

Fire Chief	Chief	1700
Deputy Chief – Support Services	Deputy	1701
Battalion Chief	Battalion	1702
Battalion Chief	Battalion	1703
Battalion Chief	Battalion	1715
	Deputy Chief – Support Services Battalion Chief Battalion Chief	Deputy Chief – Support ServicesDeputyBattalion ChiefBattalionBattalion ChiefBattalion

Station Locations

Station 151	8901 Monte Vista Avenue, Montclair	(909) 624-0557 Ex.1
Station 152	10825 Monte Vista Avenue, Montclair	(909) 624-0557 Ex. 2

MT BALDY FIRE DEPARTMENT (BDY)

6736 Mt. Baldy Road (Mailing is PO Box 488) Mt. Baldy, CA 91759 Phone: (909) 982-1213 Fax: (909) 982-1625 Email: <u>Hendrickson@mtbaldyfire.com</u>

Chief Officers

Graham Hendrickson	Fire Chief	Chief	2200
Chris Brookhart	Assistant Fire Chief	Assistant	2201

Station Locations

Station 200 6736 Mt. Baldy Road, Mt Baldy (909) 982-1213
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ONTARIO FIRE DEPARTMENT (OTO) **Including Ontario International Airport

415 East "B" Street Ontario, CA 91764 Phone: (909) 3

Phone: (909) 395-2002

E Fax: (909) 395-2556

Email: relwell@ontarioca.gov

CHIEF OFFICERS

Rob Elwell	Fire Chief	Chief	1800
Ray Gayk	Deputy Chief Operations	Deputy	1801
Mike Pelletier	Deputy Chief Support Services	Deputy	1802
Art Andres	Deputy Chief EMS/Special Ops	Deputy	1803
Paul Ehrman	Deputy Chief Fire Prevention	Deputy	1804
Robert Snow	Battalion Chief 1815	Battalion	1806
Jim Schiller	Battalion Chief 1825	Battalion	1807
Mike Mondino	Battalion Chief 1815	Battalion	1808
Scot Roeber	Battalion Chief 1815	Battalion	1809
Mike Gerken	Battalion Chief 1825	Battalion	1810
Ryan Lewis	Battalion Chief 1825	Battalion	1811

Station Locations

Station 131	425 East "B" Street, Ontario	(909) 986-9161
Station 132	544 W. Francis Street, Ontario	(909) 986-8610
Station 133	1408 E. Francis Street, Ontario	(909) 947-5421
Station 134	1005 N. Mountain Avenue, Ontario	(909) 984-5152
Station 135	1530 E. 4 th Street, Ontario	(909) 986-7544
Station 136	2931 E. Philadelphia St, Ontario	(909) 947-3006
Station 137	4901 E. Vanderbilt Street, Ontario	(909) 390-1595
Station 138	3429 E. Shelby Street, Ontario	(909) 941-7506
Station 140 (OIA)	1230 Tower Drive, Ontario	(909) 544-5490

RANCHO CUCAMONGA FIRE DISTRICT

10500 Civic Center Drive

- Rancho Cucamonga, CA 91730
- Phone: (909) 477-2770
- E Fax: (909) 477-2772
- Email: ivan.rojer@cityofrc.us

CHIEF OFFICER

Ivan Rojer	Chief Fire Chief (Alt OA Cord)	Chief	2100
Eric Noreen	Deputy Chief	Deputy	2101
Mike McCliman	Deputy Chief	Deputy	2102
Ty Harris	Battalion Chief	Battalion	2111
Ron Seymour	Battalion Chief	Battalion	2112
Augie Barreda	Battalion Chief	Battalion	2113
Cheryl Roberts	Battalion Chief	Battalion	2114
On-Duty	Battalion Chief	Battalion	2115
Back-Up	Battalion Chief	Battalion	2125

Station Locations		
Station 171	6627 Amethyst, Rancho Cuc.	(909) 919-2910
Station 172	9612 San Bernardino Road, Rancho Cuc.	(909) 919-2920
Station 173	12270 Firehouse Court, Rancho Cuc.	(909) 919-2930
Station 174	11297 Jersey Boulevard, Rancho Cuc.	(909) 919-2940
Station 175	11108 Banyan Street, Rancho Cuc.	(909) 919-2950
Station 176	5840 East Avenue, Rancho Cuc.	(909) 919-2960
Station 177	9270 Rancho Street, Rancho Cuc.	(909) 919-2970

REDLANDS FIRE DEPARTMENT (RED)

35 C	35 Cajon Street #12					
P.O.	P.O. Box 3005					
Redla	Redlands, CA 92373					
A	Phone:	(909) 796-7600				
	Fax:	(909) 796-7602				
Ĩ	Email:	lwaterhouse@confire.org				

CHIEF OFFICERS

Larry Waterhouse	Fire Chief	Chief	700
Rich Sessler	Deputy Chief	Deputy	701
Vacant	Battalion Chief-A Shift	Battalion	704
Vacant	Battalion Chief B Shift	Battalion	705
Jim Topoleski	Battalion Chief-B Shift	Battalion	706
P. Overstreet-Murphy	Fire Marshal	Prevention	750

Station Locations

Station 261	525 E. Citrus Avenue, Redlands	(909) 798-7608
Station 262	1690 Garden Street, Redlands	(909) 798-7690
Station 263	10 W. Pennsylvania Ave, Redlands	(909) 798-7696
Station 264	1270 W. Park Avenue, Redlands	(909) 335-4718

RIALTO FIRE DEPARTMENT (RIA)

 131 S. Willow Avenue

 Rialto, CA
 92376

 ☎
 Phone: (909) 820-2501

 ▣
 Fax: (909) 421-0824

 Email: sgrayson@confire.org

CHIEF OFFICERS

Sean Grayson	Fire Chief	Chief	800
Vacant	Division Chief	Division	802
Brian Park	Battalion Chief: B-Shift	Battalion	803
Cory Cisneros	Battalion Chief: C-Shift	Battalion	804
Kevin Collinge	Battalion Chief: A-Shift	Battalion	805

Station Locations		
Station 201	131 S. Willow Avenue, Rialto	(909) 820-2512
Station 202	1700 N. Riverside Ave., Rialto	(909) 820-2620
Station 203	1550 N. Ayala Drive, Rialto	(909) 820-2618
Station 204	3288 N. Alder Avenue, Rialto	(909) 820-2699

SAN MANUEL FIRE DEPARTMENT (SMI)

26540 Indian Service Road Highland, CA 92346 Phone: (909) 864-6928

E Fax: (909) 862-4374

Email: <u>msmith@sanmanuel-nsn.gov</u>

CHIEF OFFICERS

Michael Smith	Fire Chief	Chief	900
Keith Alexander	Deputy Chief – Operations	Deputy	901
Matt Woodring	Assistant Chief – Admin	Assistant	902
Chris Nelson	Battalion Chief	Battalion	912-A
Dino Beltz	Battalion Chief	Battalion	912-B
Ralph Tovar	Battalion Chief	Battalion	912-C

Station Location

Station 241 26540 Indian Service Rd, Highland

(909) 864-6928

YUCAIPA FIRE DEPARTMENT (YUC)

34259 Wildwood Canyon Road Yucaipa, CA 92399

Phone: (909) 795-3048

■ Fax: (909) 795-3529

Email: ronald.janssen@fire.ca.gov

CHIEF OFFICERS

Ron Janssen	Battalion Chief	Battalion	3513
Station Location			
Station 551	11416 Bryant St., Yucaipa	(909) 7	797-1000
Station 552	32664 Yucaipa Blvd, Yucaipa	(909) 7	797-2313
Station 553	34259 Wildwood Canyon Rd,	(909) 7	795-304
Station 555	11877 Oak Glen Rd., Oak Glen		

SAN BERNARDINO COUNTY

MUTUAL AID

ZONE 2

SAN BERNARDINO COUNTY - ZONE 2

ARROWBEAR LAKE FIRE DEPARTMENT (ABL)

33045 Highway 18	
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Arrowbear Lake, CA 92382

Therefore Phone: (909) 867-3479

Fax: (909) 867-4736

Email: <u>ike271@msn.com</u>

CHIEF OFFICERS

Isaiah Hall	Fire Chief	Chief 2700	
Vacant	Assistant Chief	Assistant 2702	
Station Location	2365 Fire Drive, Arrowbear Lake	(909) 867-3479	

APPLE VALLEY FIRE PROTECTION DISTRICT (APP)

22400 Headquarters Drive Apple Valley, CA 92307

Phone: (760) 247-7618

🖹 Fa	ax:	(760)	247-3895

Email: Igigliotti@applevalleyfd.com

CHIEF OFFICERS

Lorenzo Gigliotti	Fire Chief (Alt Zone Coord.)	Chief	4600
Buddy Peratt	Battalion Chief	Battalion	4610

Station Locations		
Station 331	22400 Headquarters Dr, Apple Valley	(760) 247-7638

Station 332	18857 State Hwy 18, Apple Valley	(760) 242-3252
Station 334	12143 Kiowa Road, Apple Valley	(760) 247-0162
Station 335	21860 Tussing Ranch, Apple Valley	(760) 247-9666
Station 336	19235 Yucca Loma Rd, Apple Valley	(760) 961-8942
Station 337	19305 Jess Ranch Py, Apple Valley	(760) 240-4612

BARSTOW FIRE PROTECTION DISTRICT (BAR)

861 Barstow Road

Barstow, CA 92311

T	Phone:	(760) 256-2254
ΞЪ	— • • • •	

- Fax: (760) 256-5314
- 🖮 Email:

CHIEF OFFICERS

Chief 4700

Station Locations		
Station 361	861 Barstow Road, Barstow	(760) 256-3912
Station 363	2600 W. Main Street, Barstow	(760) 256-4445

BIG BEAR FIRE AUTHORITY (BFA)

41090 Big Bear Blvd P.O. Box 2830 Big Bear Lake, CA 92315-8900 ☎ Phone: (909) 866-7566 ▣ Fax: (909) 866-8288 Email: jeff.willis@bigbearfire.org

CHIEF OFFICERS

Jeff Willis	Fire Chief (Zone Coordinator)	Chief	2800
Mike Maltby	Assistant Fire Chief	Assistant	2801
Ryan Harold	Battalion Chief/Training	Battalion	2805
Brian Parham	Battalion Chief/EMS Coordinator	Battalion	2807

Station Locations

Station 281	41090 Big Bear Blvd, Big Bear Lake	(909) 866-7566
Station 282	301 W Big Bear Blvd., Big Bear City	(909) 585-2362
Station 283	550 N. Maple Lane, Sugarloaf	(909) 584-4038
Station 284	45360 Lucky Baldwin Ranch Rd, BL	(909) 361-0078
Station 285	100 W. Meadow Ln., Big Bear City	(909) 253-8392

CHINA LAKE NAVAL AIR WEAPONS STATION (NWC)

Nava	Naval Air Weapons Station			
Code	Code N3030WN, Bldg. 00878			
1 Administration Circle, M/S 1306				
China Lake, CA 93555-6100				
T	Phone:	(760) 939-2146		
Ð	Fax:	(760) 939-4613		
	Email:	derrick.dison@navy.mil		

CHIEF OFFICERS

Derrick Dison	Fire Chief	Chief	21
James Banks	Assistant Chief	Chief	22
Antonio Rabison	Assistant Chief	Chief	22
Alex Pelaez	Assistant Chief	Chief	22
Carl Austin	Battalion Chief	Battalion	22
Scott Edwards	Battalion Chief	Battalion	22

Station Locations

0 <i>i</i>) 939-4830
) 939-9619
Station 23 Bldg. 70005, Randsburg Wash (760) 939-9393

DAGGETT COMMUNITY SERVICES DISTRICT (DAG)

33703 Second Street					
P.O.	P.O. Box 308				
Dag	gett, CA	92327			
æ	Phone:	(760) 254-2415			
Ð	Fax:	(760) 254-2415			
Ĩ	Email:	daggettcsd@aol.com			

CHIEF OFFICERS

John Golden	Fire Chief	Chief	4100
Vacant	Assistant Chief	Assistant	4101
Vacant	Captain	Captain	4103

Station Locations

Station 371	35588 National Trails Hwy, Daggett	None
Station 372	33702 Second Street, Daggett	(760) 254-5474
Station 373	33686 Minneola Road, Daggett	None

FORT IRWIN FIRE DEPARTMENT (SFD)

6101 S. Loop Rd. P.O. Box 105057 Fort Irwin, CA 92310 T

Phone: (760) 380-2584

Fax:	(760) 380-2581
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kenneth.r.smith@cbifederalservices.com ź Email:

CHIEF OFFICERS

Ray Smith	Fire Chief	Chief	8500
John Michna	Deputy Chief/EMS Officer	Deputy	8501
Josh Cooper	Battalion Chief Ops	Battalion	8510
Shawn McEwan	Battalion Chief Ops	Battalion	8511
Ryan Pearson	Battalion Chief Ops	Battalion	8512
Kevin Murphy	Battalion Chief-Prevention	Prevention	8550
Vacant	Battalion Chief-Training	Training	8580

Station Locations

Station 411	400 Langford Lake Road, Fort Irwin	(760) 380-1321
Station 412	6101 S. Loop, Fort Irwin	(760) 380-2587
Station 413	Bldg 20, Daggett Airport, Daggett	(760) 380-0203
Fire Dispatch	400 Langford Lake Road, Fort Irwin	(760) 380-3496

MORONGO VALLEY FIRE DEPARTMENT (MGO)

11207 Ocotillo Street Morongo Valley, CA 90631 Phone: (760) 363-6211 Fax: (760) 363-6774 Email: <u>g.yearsley@morongovalleyfire.org</u>

CHIEF OFFICERS

Gary Yearsley	Fire Chief	Chief	5200
Tim Peel	Battalion Chief	Battalion	5212
Jim Brakebill	Battalion Chief	Battalion	5201

Station Locations

Station 461	11207 Ocotillo St, Morongo Valley	(760) 363-6211
Station 462	9492 Sundown Tr, Morongo Valley	None

NEWBERRY SPRINGS FIRE DEPARTMENT (NBY)

CHIEF OFFICERS

Steve Miller	Fire Chief	Chief	6000
Daphne Lanier	Assistant Chief	Assistant	6001

Station Locations

Station 391	30884 Newberry Rd, Newberry Spgs	(760) 257-3613
Station 392	33579 Newberry Rd, Newberry Spgs	(760) 257-4342

RUNNING SPRINGS FIRE DEPARTMENT (RSP)

31250 Hilltop Blvd
 P.O. Box 2206
 Running Springs, CA 92378

 ² Phone: (909) 867-2630

 □ Fax: (909) 867-5456
 ∞ Email: <u>g.corley@runningspringsfd.org</u>

CHIEF OFFICERS

George Corley	Fire Chief (Alt. Zone Coord.)	Chief	3600
Mike Vasquez	Battalion Chief	Battalion	3602
Vacant	Battalion Chief	Battalion	3603

Station Locations		
Station 50	32150 Hunsacker, Running Springs	(909) 867-2306
Station 51	31250 Hilltop Blvd, Running Springs	(909) 867-2630

SEARLES VALLEY MINERALS FIRE DEPARTMENT

13200 Main Street

Trona, CA 93562

Phone: (760) 372-2296

E Fax: (760) 372-2130

Email: <u>townsend@svminerals.com</u>

CHIEF OFFICERS

Edward Townsend Fire Chief

Chief 8600

Station Location Station 108

13200 Main Street, Trona

(760) 372-2296

COMBAT CENTER FIRE DEPARTMENT (MCT)

Marine Corps Air Ground Combat Center, Twentynine PalmsCombat Center Fire DepartmentP.O. Box 6004MAGTF TCTwentynine Palms, CA 92278-6004☎ Phone:(760) 830-5239 (760) 830-6871 - 24 hour line▣ Fax:(760) 830-5587 Email:deanne.russell@usmc.mil

CHIEF OFFICERS

Fire Chief	Chief	8100
Assistant Chief Operations	Assistant	8101
Assistant Chief Operations	Assistant	8102
Assistant Chief – Training	Training	8180
Assistant Chief – Prevention	Prevention	8150
	Assistant Chief Operations Assistant Chief Operations Assistant Chief – Training	Assistant Chief OperationsAssistantAssistant Chief OperationsAssistantAssistant Chief – TrainingTraining

Station Locations

Station 451	Building 1516, MCAGCC, 29 Palms	(760) 830-6475
Station 452	Building 5419, MCAGCC, 29 Palms	(760) 830-7863
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YERMO/CALICO FIRE DISTRICT (YER) 38315 McCormick Street

CHIEF OFFICERS

Donald Simard Vacant	Fire Chief Captain	Chief 5500 Assistant 5503
Station Location		
Station 381	38321 Yermo Road, Yermo	(760) 254-2331

SAN BERNARDINO COUNTY

MUTUAL AID

ZONE 3

SAN BERNARDINO COUNTY – ZONE 3

SAN BERNARDINO COUNTY FIRE DEPARTMENT

Administrative Headquarters 157 W. 5th Street Second Floor San Bernardino, CA 92415-0451 Phone: (909) 387-5974

CHIEF OFFICERS

Mark Hartwig	Fire Chief (Zone Coordinator)	Chief	100
Don Trapp	Deputy Chief (Alt Zone Coord)	Deputy	101
John Chamberlin	Deputy Chief	Deputy	102
Mike Horton	Fire Marshal	Fire Marsh	nal114

DIVISION 1

Valley Division Headquarters, Battalion 1 and 2 17001 Upland Ave. Fontana, CA 92335 ☎ Phone: (909) 356-2520

■ Fax: (909) 356-2530

Email: jbirchfield@sbcfire.org

CHIEF OFFICERS

Jeff Birchfield	Assistant Chief	Assistant 1	06
Bryant O'Hara	Battalion Chief	Battalion 1	18
Chris Gorman	Battalion Chief	Battalion 1	19
Vacant	Battalion Chief	Battalion 1	20
Doug Nelson	Battalion Chief	Battalion 1	21
Mike O'Bier	Battalion Chief	Battalion 1	22
Grant Hubble	Battalion Chief	Battalion 1	23

Station Locations

Station 12	2413 N. Euclid Ave, Upland	(909) 982-2611
Station 20	497 Lytle Creek Rd, Lytle Creek	(909) 887-2212
Station 71	16980 Arrow Route, Fontana	(909) 829-4471
Station 72	15380 San Bernardino Ave, Fontana	(909) 350-0145
Station 73	14360 Arrow Route, Fontana	(909) 822-6053
Station 74	11500 Live Oak Avenue, Fontana	(909) 335-1098
Station 76	10174 Magnolia St, Bloomington	(909) 877-2213
Station 77	17459 Slover Ave, Bloomington	(909) 428-7596
Station 78	7110 Citrus Avenue, Fontana	(909) 350-1470
Station 79	5075 Coyote Canyon Rd, Fontana	(909) 463-3998
Station 161	475 N. 2 nd Ave, Upland	(909) 931-4195
Station 163	1350 N. Benson Ave, Upland	(909) 931-4252
Station 164	1825 N. Campus Ave, Upland	(909) 931-4344

DIVISION 2

East Valley Division Headquarters, Battalion 2 and 3 200 E $3^{\rm rd}$ St. San Bernardino, CA 92410

- Phone: (909) 384-5286
- Fax:
 Email: <u>dmunsey@sbcfire.org</u>

Chief Officers

Dan Munsey	Assistant Chief	Assistant	107
Gary Jager	Battalion Chief	Battalion	124
Dan Filter	Battalion Chief	Battalion	125
Bobby Cox	Battalion Chief	Battalion	126
Vacant	Battalion Chief	Battalion	127
Dan Wooters	Battalion Chief	Battalion	128
Vacant	Battalion Chief	Battalion	129

Station Locations

Station 2	1511 Devore Road, Devore	(909) 473-8680
Station 9	1300 Crafton Ave., Mentone	(909) 794-1284
Station 23	22582 City Center Ct, Grand Terrace	(909) 825-0221
Station 75	2852 Macy Street, Muscoy	(909) 887-2727
Station 221	200 E. Third Street, San Bernardino	(909) 384-5207
Station 222	1201 W. Ninth Street, San Bernardino	(909) 384-5405
Station 224	2641 N "E" Street, San Bernardino	(909) 384-5402
Station 225	1640 Kendall Drive, San Bernardino	(909) 384-5403
Station 226	1920 Del Rosa Ave, San Bernardino	(909) 384-5406
Station 227	282 W. 40 th Street, San Bernardino	(909) 384-5407
Station 228	3398 E. Highland Ave, San Bernardino	(909) 384-5408
Station 229	202 Meridan Ave, San Bernardino	(909) 384-5409
Station 231	450 Vanderbilt Way, San Bernardino	(909) 384-5299
Station 232	6065 N. Palm Ave, San Bernardino	(909) 880-2137
Station 233	265 S. Leland Norton Way, SB	(909) 382-7287

DIVISION 3

Mountain Division Headquarters, Battalion 5 301 S. State Highway 173 P.O. Box 130 Lake Arrowhead, CA 92352 Phone: (909) 337-8586 Eax: (909) 336-3182

	Fax:	(909) 336-3182
Ĩ	Email:	kopliger@sbcfire.org

CHIEF OFFICERS

Kathleen Opliger	Assistant Chief	Assistant	105
Larry LaVogue	Battalion Chief	Battalion	131
Bob Evans	Battalion Chief	Battalion	132
Jack DeJong	Battalion Chief	Battalion	130

Station Locations

Station 25	23407 Crest Forest Drive, Crest Forest	(909) 338-0625
Station 26	737 Grandview Rd, Crest Forest	(909) 337-8326
Station 91	301 S. State Hwy173, Lake Arrowhead	(909) 336-4186
Station 94	27470 North Bay Rd, Lake Arrowhead	(909) 337-3004
Station 95	33596 Green Valley Lake Rd, GValley	(909) 867-2176
Station 96	39188 Rim of the World Dr., Fawnskin	(909) 866-4878
Station 98	5766 Frontage Road, Angelus Oaks	(909) 794-3227
Station 99	40847 Valley of the Falls, Forest Falls	(909) 794-4413

DIVISION 4

 South Desert, Battalion 7

 6942 Aviation Ave, Suite A

 Yucca Valley, CA 92286

 ☎ Phone:
 (760) 365-3335

 ▣ Fax:
 (760) 365-3337

Email: tmarshall@sbcfire.org

CHIEF OFFICERS

Tom Marshall	Assistant Chief	Assistant	108
Donnie Viloria	Battalion Chief	Battalion	137
Vacant	Battalion Chief	Battalion	138
Scott Tuttle	Battalion Chief	Battalion	139

Station Locations

Olution Ecoulions		
Station 17	150260 Capistrano Way, Earp	(760) 665-2303
Station 18	148808 Havasu Lake Road, Havasu	(760) 858-4395
Station 19	55481 Jessie Road, Landers	(760) 364-3211
Station 32	1113 E. Broadway, Needles	(760) 326-2833
Station 34	25800 Park Moabi Entrance, Pk Moabi	(760) 326-4280
Station 35	6562 Sierra Avenue, Joshua Tree	(760) 366-9085
Station 36	6715 Park Blvd, Joshua Tree	(760) 366-8423
Station 38	5380 Mountain View Ln, Pioneertown	(760) 365-3650
Station 41	57201 Twentynine Palms Hwy, Yvy	(760) 228-2160
Station 42	58612 Aberdeen, Yucca Valley	(760) 228-1991
Station 44	6560 Adobe Road, 29 Palms	(760) 367-7524
Station 45	80526 Amboy Road, 29 Palms	(760) 367-3761
Station 55	156100 Black Meadow, Parker Dam	(760) 663-4901

DIVISION 5

North Desert, Battalion 8 17288 Olive St. Hesperia, CA 92345

Phone:	(760) 947-8023
Fax:	(760) 947-5289

Email: <u>rwalls@sbcfire.org</u>

CHIEF OFFICERS

Ron Walls	Assistant Chief	Assistant 109
Bill Mahan	Battalion Chief	Battalion 140
David Wetzel	Battalion Chief	Battalion 141
Kelly Anderson	Battalion Chief	Battalion 142
Station Locations -	North Desert Battalion	
Station 8	33269 Old Woman Springs Rd, LV	(760) 248-7322
Station 10	9625 Beekley Road, Phelan	(760) 868-4728
Station 11	2925 El Mirage Road, El Mirage	(760) 388-4011
Station 13	10433 Mountain Road, Pinon Hills	(760) 868-6565
Station 14	5980 Elm Street, Wrightwood	(760) 249-3206
Station 16	11855 "E" Street, Victorville	(760) 949-0502
Station 48	4691 Summit Valley Road, Hesperia	(760) 389-2470
Station 301	9430 11 th Street, Hesperia	(760) 244-2138
Station 302	17288 Olive Street, Hesperia	(760) 949-5506
Station 303	17443 Lemon Street, Hesperia	(760) 947-0285
Station 304	15660 Eucalyptus Street, Hesperia	(760) 947-2624
Station 305	6584 Caliente Road, Hesperia	(760) 949-0325

DIVISION 6

Email: <u>dmejia@sbcfire.org</u>

CHIEF OFFICERS

Dan Mejia	Assistant Chief	Assistant	104
Dave Meddles	Battalion Chief	Battalion	147
Josh Sprague	Battalion Chief	Battalion	148
Kenny Halseth	Battalion Chief	Battalion	149

Station Locations

Station 4	27089 Helendale Road, Helendale	(760) 245-5022
Station 22	12550 Jacaranda Ave., Victorville	(760) 245-1100
Station 37	13782 El Evado Rd., Victorville	(760) 241-2081
Station 52	39059 Kathy Lane, Newberry Springs	(760) 257-4756
Station 56	37284 Flower Street, Hinkley	(760) 253-7704
Station 57	83732 Trona Road, Trona	(760) 372-5988
Station 311	16200 Desert Knoll Dr, Victorville	(760) 245-5312
Station 312	15182 El Evado Road, Victorville	(760) 243-1947
Station 313	13086 Amethyst Road, Victorville	(760) 241-7370
Station 314	17008 Silica Drive, Victorville	(760) 245-7756
Station 315	12820 Eucalyptus St, Victorville	(760) 948-0777
Station 319	18500 Readiness St, Logistics Airport	(760) 243-1949
Station 322	10370 Rancho Road, Adelanto	(760) 246-3331

DIVISION 11

Special Operations/Training

CHIEF OFFICERS

Tim Porter	Assistant Chief	Assistant 110
Vacant	Battalion Chief	Battalion 115
Vacant	Battalion Chief	Battalion 116
Mike Wakoski	Battalion Chief	Battalion 117

SAN BERNARDINO COUNTY

MUTUAL AID

ZONE 4

SAN BERNARDINO COUNTY - ZONE 4

SAN BERNARDINO NATIONAL FOREST (BDF)

San Bernardino National Forest 602 S. Tippecanoe Avenue San Bernardino, CA 92408

	Phone.	(909) 302-2029
	Fax:	(909) 383-5587
<i>i</i>	Email:	igamboa@fs.fed.us

CHIEF OFFICERS

Jaime Gamboa	Forest Chief (Zone Coord)	Chief	1
Mike Nobles	Deputy Chief (Alt Zone Coor)	Chief	2
Dave Kelly	Division Chief – Mtn Top	Division	1
Elizabeth Barrera	Division Chief – Dispatch	Division	6
Mike Eaton	Division Chief – SB Air Base	Division	7
Vacant	Division Chief – Prevention	Division	8
Steve Seltzner	Division Chief – Fire Planner	Division	9
Leslie Casavan	Battalion Chief	Battalion	7
Rene Vanderhooft	Battalion Chief	Battalion	11
Betty Ashe	Battalion Chief	Battalion	12
Michael Koontz	Battalion Chief	Battalion	13
Vacant	Battalion Chief	Battalion	14
Scott Howes	Battalion Chief	Battalion	31
Mary Bogens	Battalion Chief	Battalion	32
Scott Wagner	Battalion Chief	Battalion	33
Ken Kempter	Battalion Chief	Battalion	34

Station Locations – Mountaintop District

Station 11 – Skyforest	28104 State Hy 18, Skyforest	(909) 337-2444
Station 12 – Deerlick	32753 State Hy 18, Arrowbear	(909) 867-1212
Station 13 – Rock Camp	Hwy 173/Grass Valley, Lk Arrowhead	(909) 337-0228
Station 14 – Cottonwood	Star Rt 10, State Hy 138, Hesperia	(760) 389-2243
Station 15 – Big Pine Flats	3N14-7 miles north of Fawnskin	None
Station 16 – Fawnskin	42300 North Shore Drive, Fawnskin	(909) 866-3437
Station 17 – Converse	Glass Road, Seven Oaks	(909) 794-4421
Station 19 – Lucerne	33271 Old Woman Springs, LV	(760) 248-9243
Heaps Peak Helibase	Heaps Peak Road, Running Springs	(909) 337-0927
Station Locations - From	nt Country District	
Station 30 – Del Rosa	4121 Quail Canyon, San Bernardino	(909) 382-2975
Station 31 – Lytle Creek	1209 Lytle Creek Rd, Fontana	(909) 887-2576
Station 32 – Sycamore	17280 Glen Helen Pk, Devore	(909) 823-7440
Station 33 – Mormon Rocks	s 7601 State Hwy 138, Phelan	(760) 249-3177
Station 34 – Mill Creek	34701 Mille Creek Rd, Mentone	(909) 794-1123
Station 36 – Waterman	23525 Hillview Dr, San Bernardino	(909) 886-1510
Station 37 – Etiwanda	6696 Etiwanda Avenue, Etiwanda	(909) 899-2220
Station 38 – City Creek	Hwy 330-6 miles north of Highland	(909) 867-2426
Station 39 – Oak Glen	39326 Clearwater Drive, Oak Glen	(909) 797-6046
SB Air Tanker Base	2065 E. Perimeter Rd, San Bernardino	(909) 382-4974

MUTUAL AID

ZONE 5

SAN BERNARDINO COUNTY - ZONE 5

BUREAU OF LAND MANAGEMENT (CDD)

California Desert District 22835 Calle San Juan De Los Lagos Moreno Valley, CA 92553 Phone: (951) 697-5355 Fax: (951) 697-5299 Email: pgibbs@blm.gov

CHIEF OFFICERS

Paul Gibbs	Chief Fire Mgmt. Officer (Zone Coord.)	Chief	3600
James Tomaselli	Asst Chief (Alt Zone Coor)	Chief	3601
Ray Ucha	Unit Aviation Manager	Division	3602
Vacant	Division Chief – Ridgecrest	Division	3605
Vacant	Division Chief – Palm Spgs	Division	3606
James Aragon	Division Chief – North Zone	Division	3608
Vacant (NPS)	Division Chief – Needles	Division	3609

Station Locations

Black Rock	9800 Black Rock Canyon Road, Yvy	(760) 367-3043
Morongo	11581 Potrero Road, Banning	(760) TBD
Salt Wells Station	112 E. Dolphin Avenue, Ridgecrest	(760) 384-5760
Hole In The Wall	Black Cyn Rd 20 miles n/o I40, Essex	(760) 928-2573
Apple Valley	18809 Central Road, Apple Valley	(760) 240-8500
Apple Valley Helibase	18809 Central Road, Apple Valley	(760) 240-8505

SAN BERNARDINO COUNTY

MUTUAL AID

ZONE 6

SAN BERNARDINO COUNTY - ZONE 6

CALFIRE - SAN BERNARDINO UNIT (BDU)

San I	San Bernardino Unit			
3800 N. Sierra Way				
San Bernardino, CA 92405				
T	Phone:	(909) 881-6900		
	Fax:	(909) 881-6969		
б.	Email:	bdueccstaff@fire.ca.gov		

CHIEF OFFICERS

Glenn Barley	Unit Chief (Zone Coordinator)	Chief	3500
Shane Littlefield	Deputy Chief (Alt Zone Coor)	Chief	3501
Kevin Merrill	Division Chief	Division	3502
Mark Barr	Division Chief	Division	3503
Jeff Veik	Assistant Chief	Division	3504
John Paul Melendrez	Assistant Chief	Division	3505
Duran Gaddy	Division Chief	Division	3506
Henry Herrera	Forester I	Forester	3507
Josh Janssen	Battalion Chief	Battalion	3508
Jeremy Mitchell	Battalion Chief	Battalion	3509
John Toon	Battalion Chief	Battalion	3511
Tony Jones	Battalion Chief	Battalion	3512
Ron Janssen	Battalion Chief	Battalion	3513
Matt Edmiston	Battalion Chief	Battalion	3514A
Sagar Fowler	Battalion Chief	Battalion	3514B
Luis Campo	Battalion Chief	Battalion	3515
Vacant	Battalion Chief	Battalion	3516
Vacant	Battalion Chief	Battalion	3517
Travis Thogmartin	Battalion Chief	Battalion	
Grant Malinowski		Battalion	3519
Jack Markle	Battalion Chief	Battalion	3520
Duran Gaddy Henry Herrera Josh Janssen Jeremy Mitchell John Toon Tony Jones Ron Janssen Matt Edmiston Sagar Fowler Luis Campo <i>Vacant</i> Vacant Travis Thogmartin Grant Malinowski	Division Chief Forester I Battalion Chief Battalion Chief	Division Forester Battalion Battalion Battalion Battalion Battalion Battalion Battalion Battalion Battalion Battalion Battalion Battalion	3506 3507 3508 3509 3511 3512 3513 3514A 3514B 3515 3516 3517 3518 3519

Station Locations

Devore Station	18365 Cajon Blvd, Devore	(909) 887-3630
Chino Hills Station	4040 Eucalyptus Street, Chino	(909) 597-6665
Lucerne Valley	33271 Old Woman Springs Rd, LV	(760) 248-7525
Yucca Valley	7105 Airway Avenue, Yucca Valley	(760) 365-4441
Phelan Station	9600 Centola Road, Phelan	(760) 868-3555
Apple Valley	21860Tussing Ranch Rd. Apple Valley	(760) 247-3039
Big Bear Valley	45360 Luck Baldwin Rd, Baldwin Lakes	(909) 797-8755
Crestline Station	22311 Waters Dr., Crestline	(909) 338-6188
Running Springs	31250 Hilltop Blvd., Running Springs	(909) 867-2680
Sky Forest	28104 Hwy 18 Sky Forest	(909) 337-8194
Yucaipa Station	11416 Bryant Street, Yucaipa	(909) 797-1000
Independence	P.O. Box 369 250 E. Park St.	(760) 878-2258
Bishop	2784 S. Round Valley Rd. Bishop	(760) 387-2179
Prado Helitack	14467 Central Ave. Chino, CA 91710	(909) 606-1902

Conservation Camps

Prado	14467 Central Avenue, Chino	(909) 597-2911
Pilot Rock	P.O. Box 3670, Crestline	(909) 338-2812
Fenner Cyn.	P.O. Box 7 Valyermo	(661) 944-5086
Owens Valley	2781 S. Round Valley Rd.	(760) 387-2565
Chino Institute Women P.O. Box 2018 Chino		(909) 597-1771x7444

SAN BERNARDINO COUNTY

MUTUAL AID

ZONE 7

SAN BERNARDINO COUNTY - ZONE 7

OES Fire and Rescue Branch

Region VI Mutual Aid Coordinator

Dan Johnson CALFIRE Southern Region Operations 2524 Mulberry Street Riverside, California 92501 Admin Phone: 951-320-4140 Admin Fax: 951-320-6395 24 Hour Dispatch: 951-320-6197 24 Hour Fax: 951-782-4900 Cell: 951-314-3425

Region VI Assistant Chief

 Pete Mercado

 2524 Mulberry Street

 Riverside, California 92501

 Office:
 951-320-2106

 Fax:
 951-782-4239

 Cell:
 619-302-5360

 Email:
 Pete.Mercado@CalOES.ca.gov

OES E309 IS ASSIGNED TO:

San Bernardino County Fire Department (BDC)Lake ArrowheadThe Phone:(909) 337-8586

• OES E310 IS ASSIGNED TO:

SAN BERNARDINO COUNTY FIRE DEPARTMENT (BDC)Valley Division - Fontana, CAThe Phone:(909) 829-4441

OES E311 IS ASSIGNED TO:

SAN BERNARDINO COUNTY FIRE DEPARTMENT (BDC) High Desert Division Victorville ☎ Phone: (760) 245-5312

OES E328 IS ASSIGNED TO:

BARSTOW FIRE PROTECTION DISTRICT (BAR)

Therefore (760) 256-2254

OES E330 IS ASSIGNED TO:

COLTON FIRE DEPARTMENT (COL)

Therefore (909) 370-5100

OES E331 IS ASSIGNED TO:

MONTCLAIR FIRE DEPARTMENT (MTC) Phone: (909) 626-1217

OES E335 IS ASSIGNED TO:

APPLE VALLEY FIRE PROTECTION DISTRICT (APP)☎Phone:(760) 247-7618

• OES E342 IS ASSIGNED TO:

ONTARIO FIRE DEPARTMENT (OTO) Phone: (909) 395-2002

OES WT61 IS ASSIGNED TO:

CHINO VALLEY INDEPENDENT FIRE DISTRICT (CHO)Phone:(909) 902-5260

OES BE 8637 IS ASSIGNED TO:

RANCHO CUCAMONGA FIRE DISTRICTThe property of the property o

OES BE 8638 IS ASSIGNED TO:

REDLANDS FIRE DEPARTMENT (RED)

Therefore (and the second seco

COUNTY FIRE DEPARTMENT

FISCAL DIVISION – PERMIT BILLING COLLECTIONS 157 West Fifth Street, Second Floor • San Bernardino, CA 92415-0451 • (909) 387-5960 COUNTY OF SAN BERNARDINO PUBLIC AND SUPPORT SERVICES GROUP

> PAT A. DENNEN Fire Chief County Fire Warden

June 3, 2008

RUNNING SPRINGS WATER DISTRICT PO BOX 2206 RUNNING SPRINGS, CA 92382

SUBJECT: MUTUAL AID AGREEMENT NO. 95-126- NOTICE THAT SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT IS THE NEW CONTRACTING PARTY UNDER THE AGREEMENT

Please be advised that the San Bernardino County Consolidated Fire District ("District") is undergoing reorganization and effective July 1, 2008 shall be known and referred to as "San Bernardino County Fire Protection District." This reorganization will not have any impact on the terms of Agreement No. 95-126 currently in place. All rights and obligations of the District shall be assumed by the San Bernardino County Fire Protection District, as its successor-in-interest. After July 1, 2008, any notices, correspondence, or related documents should be addressed to the San Bernardino County Fire Protection District and can be submitted to the same address as before located at:

157 West Fifth Street, Second Floor San Bernardino, CA 92415-0451

We suggest you attach this notice to Agreement No. 95-126 for mutual aid between the Running Springs Water District and the District. If you should have any questions regarding the reorganization, please do not hesitate to contact me at (909) 387-5948.

Sincerely,

anny Rulul

DANNY R/WURL Deputy Fire Chief

DRW:llm

cc: Pat Dennen, Fire Chief/Fire Warden Carol Montag, Division Manager Fiscal Services Division Chief George Corley

State Control (1998)
 State Control (1998)

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OFFICE OF SPECIAL DISTRICTS

COUNTY OF SAN BERNARDINO COUNTY ADMINISTRATIVE OFFICE

157 West Fifth Street • San Bernardino, CA 92415-0450 • (909) 387-5940 Fax (909) 387-5968



VERNON G. KNOUREK Assistant Administrative Officer for Special Districts

February 21, 1995

Running Springs Water District 31242 Hilltop Boulevard Running Springs, CA

RE: CONTRACT/AGREEMENT NO. 95-126 BETWEEN RUNNING SPRINGS COUNTY WATER DISTRICT AND LAKE ARROWHEAD FIRE PROTECTION DISTRICT

Enclosed for your records is a certified copy of the minutes of the Board of Supervisors' action of <u>February 14</u>, 1995, approving Contract/Agreement No. <u>95-126</u> (executed copy attached).

If you have any questions, please call <u>Rosann Rigney</u> at (909) 387- 5951

Sincerely,

Administrative Division

Encl.

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Board of Schervelle

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

Agree. 95-126; LAFPD; RSCWD

February 14, 1995

FROM: RICHARD W. SEWELL, Fire Chief San Bernardino County Consolidated Fire District

SUBJECT: APPROVE MUTUAL AID AGREEMENT WITH RUNNING SPRINGS COUNTY WATER DISTRICT AND LAKE ARROWHEAD FIRE PROTECTION DISTRICT

RECOMMENDATION: Acting as governing body of the Lake Arrowhead Fire Protection District, approve mutual aid agreement for fire protection services and emergency medical assistance with Running Springs County Water District that has fire powers within its boundaries.

BACKGROUND: The purpose of this agreement is to furnish fire protection and emergency medical assistance in specified areas within the boundaries of Running Springs County Water District and Lake Arrowhead Fire Protection District. The mutual aid assistance includes, personnel, equipment, materials and supplies and other services as may be necessary to assist each party.

FINANCIAL DATA: Terms of agreement state neither district shall be obligated to reimburse the other party for any action taken as a result of the mutual aid agreement.

REVIEW: This action has been reviewed by County Counsel (L. Thomas Krahelski), Contract Compliance (William Guerth) and coordinated with the Third Supervisorial District (Steve Watt).

cc: lw	<pre>SBCCFD-Rigney w/agree. Contractor c/o SBCCFD w/ agree. Auditor w/agree. Contract Compliance w/agree. SDD-Marzullo Co. Counsel-Krahelski CAO-Reid File w/agree.</pre>	Action of the Board of Supervisors APPROVED BOARD OF SUPERVISORS COUNTY OF SAN BERNARDINO MOTION AYE AYE SECOND MOTION 1 2 3 4 5 EARLENE SPREAT, CLERN DF THE BLARD BY DATED : FEBRUARY 16 1995
	· ·	DATED : FEBRUARY 14, 1995

Agreement No. 95-126

FOR COUNTY USE ONLY E X New Vendor Code Dept. act Number М Change SC Д х Cancel District County Service Area 70 Contractor's San Bernardino County Fire Department **District Contract Representative** Ph. Ext. Amount of Contract Rosann Rigney (909) 387-5951 DISTRICT Fund Dept. Organization Appr. **Obj/Rev Source** Activity GRC/PROJ/JOB Number SKX 106 106 FAS Estimated Payment Total by Fiscal Year Project Name STANDARD CONTRACT Mutual Aid Agreement FΥ Amount I/D FY Amount I/D Running Springs Water Non-encumbered Contract District THIS CONTRACT is entered into in the State of California by and between the County Service Area 70 San Bernardino County Fire Departmen hereinafter called the District, and Name Running Springs Water District hereinafter called Water District Address

Running Springs, California

(909) 867-2766

Federal ID No. or Social Security No.

95-6006680

IT IS HEREBY AGREED AS FOLLOWS:

31242 Hilltop Boulevard

(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.)

AGREEMENT FOR EXCHANGE OF FIRE PROTECTION

AND RESCUE SERVICES - MUTUAL AID

RECITALS

WHEREAS, the Water District has fire powers within its boundaries; and,

WHEREAS, the DISTRICT and WATER DISTRICT are both public entities responsible for the suppression of fires and rendering emergency medical assistance; and

WHEREAS, it is mutually beneficial for both parties to render cooperative assistance to combat the effect of fires and provide emergency medical assistance.

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NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

I. **Purpose of the Agreement:**

The purpose of this Agreement is to furnish fire protection and emergency medical assistance, upon request, to specified areas within the boundaries of the **DISTRICT** and **WATER DISTRICT**. Such protection shall include personnel, equipment, materials and supplies, and such other fire and emergency medical assistance services as may be necessary to assist the other party.

This Agreement is not intended to serve as a realignment of existing boundaries. It is anticipated that this Agreement will augment the services currently provided.

II. Mutual Aid Responses:

- A. The **DISTRICT**, upon notification from **WATER DISTRICT**, will respond with an engine company, water tender, and/or rescue apparatus, if available, to any emergency, including, but not limited to, major multi-vehicle traffic collisions, major boating accidents, or structure or wildland fires in the general areas as designated on the map attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. WATER DISTRICT, upon notification from the DISTRICT, will respond with an engine company, water tender, and/or rescue apparatus, if available, to any emergency, including, but not limited to, major multi-vehicle traffic collisions, major boating accidents, or structure or wildland fires in the DISTRICT, as designated on the map attached hereto as Exhibit "B" and incorporated herein by this reference.
- C. Mutual aid under this Agreement will be extended with the express understanding that the local fire official in charge, in whose jurisdiction the

incident is occurring, shall remain in charge, including the direction of all personnel assigned to the incident. The assisting party involved will restrict the number of equipment/vehicles responding to the number requested.

- D. Neither party shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of material, damage to equipment, liability, or claims which may result from rendering assistance under this Agreement.
- E. Neither party, in rendering aid to the other, shall be required to reduce its own resources to the extent that a situation is created which may be detrimental to its own jurisdiction. Such determination shall be made by the officer in charge of the assisting party.
- F. Personnel and equipment from the assisting party shall normally be the first
 to be released from the incident, unless unusual circumstances occur.
- G. Dispatch personnel for both parties shall, upon receipt of a request for emergency services within the Agreement area, contact the reciprocating party and request the response of appropriate emergency apparatus.
- H. Appropriate emergency apparatus shall include only DISTRICT-owned or WATER DISTRICT-owned equipment and shall not include privately-owned vehicles.

III. Insurance/Indemnification:

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A. WATER DISTRICT shall indemnify and hold harmless the DISTRICT, its authorized agents, employees, and volunteers from any and all liability or claims arising from the negligent acts or omissions of the WATER

DISTRICT, its officers, agents, employees or volunteers in the performance of this Agreement.

- B. The DISTRICT shall indemnify and hold harmless WATER DISTRICT, its authorized agents, employees and volunteers from any and all liability or claims arising from the negligent acts or omissions of the DISTRICT'S officers, agents, employees, or volunteers in the performance of this Agreement.
- C. Each party shall provide, at its own expense, the Workers' Compensation insurance coverage necessary for its own employees. At no time shall the employees of one party be considered employees of the other. Each party shall waive subrogation rights against each other, their employees, officers, and volunteers.

IV. Term:

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- A. This Agreement shall be effective upon formal written approval by both parties.
- B. The Agreement shall remain in effect until terminated by either party, upon written notification to the other party at least thirty days prior to the date of termination.

V. Waiver:

No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

VI. Assignment:

Upon consultation with **WATER DISTRICT**, **DISTRICT** may assign its rights and duties under this Agreement to any successor, Board-governed district with fire protection powers.

VII. Entire Contract/Modification:

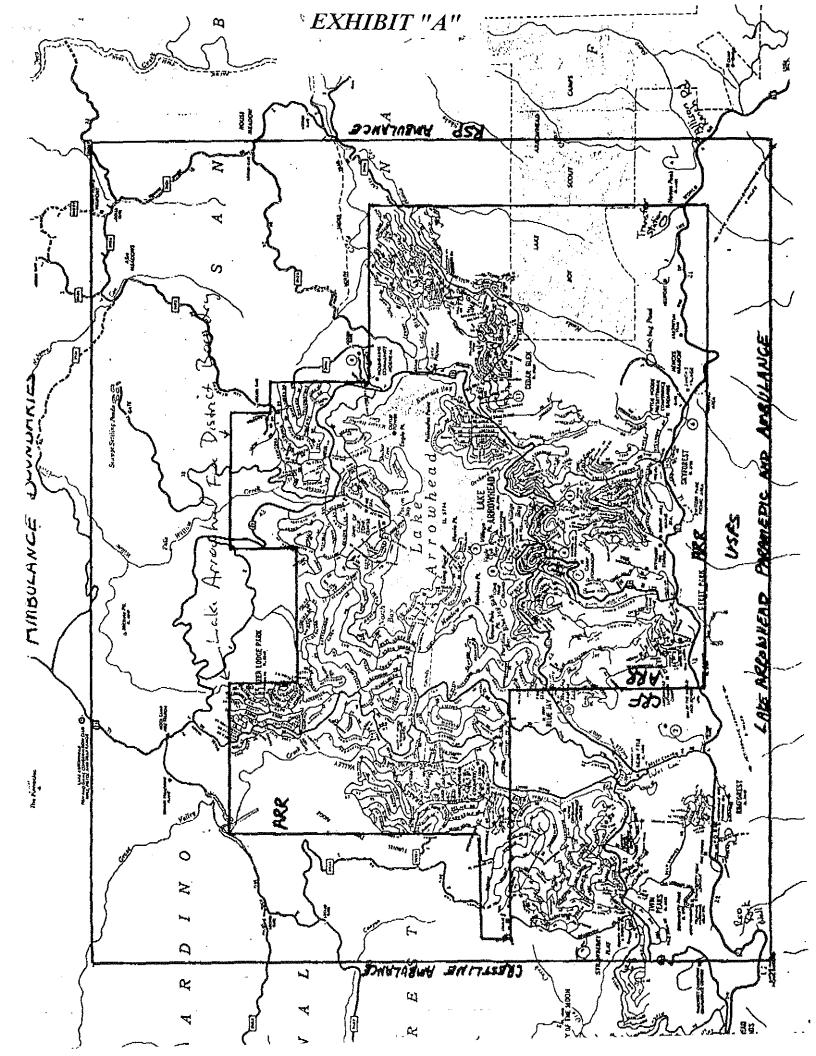
This constitutes the entire Agreement between the parties. Any modification of the Agreement must be in writing and approved by both parties.

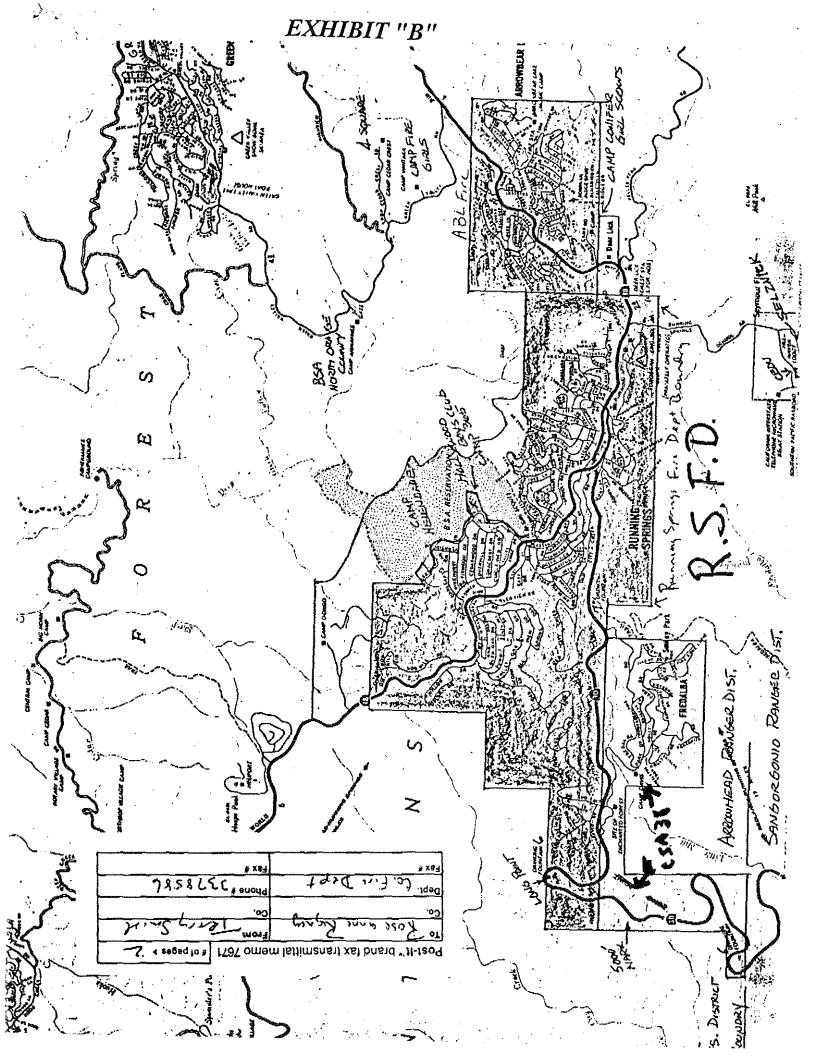
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DISTRICT County Service Area 70 San Bernardino Gunty Fire Department	CONTRACTOR Running Springs Water District
Chairman, Board of Supervisors as governing body of District	(State if opporation, company, etc.)
Dated FEB 1 4 1995 #95-126	By K. Jone
SIGNED AND CERTIFIED THAT A COPY OF THIS	Dated (Authorized Signature)
OF THE BOARD	TitlePresident, Board of Directors
Clerk of the Board DisSupervisions of the County of San Bernardino.	Address 31242 Hilltop Boulevard
ByCauda faile	Running Springs, California
Approved as to Logal Form	ve Action Reviewed for Processing
- 1. Thomas francisking -2	2 of - schinfwere
County Counsel Date	Agency Administrato /CAO Date 2-3-2
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AGREEMENT FOR MUTUAL AID FIRE PROTECTION

THIS AGREEMENT, made this first day of July, 2019, by and between the State of California, hereinafter called STATE, and Running Springs Water District, known as Running Springs Fire Department, hereinafter called LOCAL AGENCY, through its duly authorized officers.

WITNESSETH:

WHEREAS:

- 1. Running Springs Fire Department maintains and operates a fire protection organization in the area generally known as Running Springs, CA.
- CALFIRE maintains and operates a fire protection organization for the purpose of providing basic wildland fire protection to State Responsibility Area lands which are adjacent or proximate to the area protected by LOCAL AGENCY; and
- 3. It is the desire of the parties hereto to render aid, each to the other, to combat the effect of fire, when such aid is necessary as herein set forth; and
- 4. The parties hereto desire to affect the purpose of this agreement pursuant to the provisions of the "Joint Exercise of Power Act" (Gov. Code Section 6500-6547) and Health and Safety Code Section 13050.

NOW THEREFORE, the parties hereto mutually agree as follows:

- To furnish fire protection personnel and equipment and to render such fire protection services to each other as may be necessary to suppress fire of a size beyond the control of either of the parties hereto acting without the assistance of the other and control of which therefore requires assistance from the other.
- 2. Such mutual aid shall be provided within LOCAL AGENCY jurisdiction, provided, however, that neither party shall be required to reduce its own fire protection resources, personnel, services, and facilities to the detriment of its normal fire protection capability.
- 3. No response to a mutual aid request provided for in this agreement will be made by the parties hereto unless such request is received through the established communication channels common to each party and made by a responsible fire official of the party requesting such aid.
- 4. That any mutual aid extended under this agreement will be extended with the express understanding that the fire official in charge (in whose jurisdiction a fire requiring mutual aid occurs) shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this mutual aid agreement.

ASSISTANCE BY HIRE:

CALFIRE may require additional planned need resources to support the State's Mission. CALFIRE agrees to pay the LOCAL AGENCY the current established California Fire Assistance Agreement (CFAA) rates for the resource(s). An inquiry will be made by CALFIRE to the LOCAL AGENCY to determine the availability for the resource(s) needed. If the LOCAL AGENCY resource(s) is available for assignment, CALFIRE will make the official request with date, time and reporting location.

CIVIL COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009 and 13009.1, and any other applicable law, an emergency response agency may bring an action for collection of suppression costs of any fire that is kindled as a result of negligence or violation of law. Either party may investigate any wildfire in that party's jurisdiction for origin and cause of the fire and document investigation findings, determine potential for cost recovery reimbursement, and appropriate corrective and/or mitigation action(s). For large wildfires or otherwise complex investigations, LOCAL AGENCY may request STATE, or STATE may choose in consultation with LOCAL AGENCY, to provide fire investigation support with the level of support based on the availability of STATE personnel and equipment. For joint jurisdictional incidents, the parties may enter into an agreement as to the conduct of the investigation, documentation, and evidence to avoid duplication of effort. If either party determines that a wildfire resulted from the negligence of or violation of law by an identified responsible person or entity, that party shall so notify the other party.

When either party determines that civil cost recovery is appropriate, that party will notify the other party in writing. Either party may bring an action for civil cost recovery for its own costs and, upon the written delegation of the other party, the other party's costs. Each party agrees to cooperate with the other party in any civil cost recovery action, including, without limitation, providing to the other party all documentation necessary to establish the cost of suppression activities and all applicable investigation information, documentation, reports, interview records, and evidence relating to the incident. If either party determines not to pursue civil cost recovery where there is an act of negligence or violation of law by an identified responsible person or entity, that party shall so notify the other party so that the other party may determine its appropriate cost recovery action(s).

Prior to pursuing civil cost recovery jointly, the parties shall enter into an agreement: (i) governing the prosecution of such action; (ii) allocating the costs and legal fees of the civil cost recovery action; and (iii) establishing the pro-rata apportionment of any amounts recovered in the civil cost recovery action. For those incidents on which the parties are jointly pursuing civil cost recovery, a pre-settlement consultation will be undertaken by the parties prior to entering any cost recovery settlement agreement. For those incidents on which the parties are separately pursuing civil cost recovery, the parties must advise each other before entering into any cost recovery action.

- 5. Except as may be provided by separate agreement between the parties hereto, the assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof and neither party shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering the firefighting assistance herein provided for.
- 6. That certain specialized types of fire protection resources may not be made available subject to the provisions of this agreement, and that such resources will be available only on a reimbursement basis.
- 7. This agreement shall remain in full force and effect for a period of five (5) years from the date hereinabove written unless sooner terminated by either of the parties giving to the other fifteen (15) days written notice of such termination.

ADDENDUM #1 HAS BEEN ADDED PRIOR TO EXECUTION

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

STATE:

California Department of Forestry & Fire Protection (CAL FIRE) LOCAL AGENCY: Running Springs Water District/Running Springs Fire Department

San Bernardino Unit 3800 N. Sierra Way. San Bernardino, CA 92405

By: Authorized Signature-blue ink or

Glenn Barley, UNIT CHIEF

Print Name and Title July 1, 2019

Date



(Authorized Signature-blue ink only) Ryar Ross, General Manager

Print Name and Title July 1, 2019

Date

Attest (Authorized Signature-blue ink only)

Joan Eaton, Board Secretary Print Name and Title

July 1, 2019 Date



Page 2 of 2 Rev. 1/18/05

6			FOR	COUNTY L	SE ONL	1		
SAL IS CARDING	M C X C	Change Change		SC Dept.		Contract Number		
	San Bernardino County Consolidated Fire County			Dept. Orgn.		Contractor's License No.		
	- C	ontract Rep	resentative			Ph. Ext.		Amount of Contract
CONTRACTOR	Marti He Fund	ndrix Dept.	Orneniation			387-5944	\$-0-	
FAS	1 and	Dept.	Organization	Appr.	Obj/Re	v Source	Activity	GRC/PROJ/JOB Number
STANDARD CONTRACT		Commodity Code Estimated Payment Total by Fiscal Year FY Amount I/D FY Amo						
	Project Name							
	Automatic Aid Agreement between the Running Springs Water District's Fire Department and CSA 38,		unning District's					
THIS CONTRACT is entered into in Department , hereinafter called "Con	the Stat	e of Calif and San	fornia by and t Bernardino Co	etween t	he Run vice Are	ning Spi a 38, he	rings Wa ereinafter	ater District's Fire called "County".
Name								
Running Springs Water Distri Department	ct's Fire)	here	einafter c	alled (Contracto	r	

Address P. O. Box 2206

1.2

Running Springs CA 92382

Phone (909) 867-2630

Attn: Bill Smith

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 Chief

AGREEMENT FOR EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES - - AUTOMATIC AID

WHEREAS, the parties to this Agreement provide fire protection and rescue services within their respective jurisdictions; and,

WHEREAS, it is in the best interests of the citizens of the County and the Contractor to provide the most expeditious response to suppress fires and render other emergency service; and,

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire, rescue and emergency medical services on a day to day basis; and,

WHEREAS, this Agreement is authorized by provisions of applicable State and Federal law;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree to undertake automatic aid under the terms, provisions, and conditions hereinafter provided.

- 1. The Contractor agrees to provide a designated fire or rescue response, as determined by the Fire Chiefs of the Contractor and County to those areas within County's jurisdiction as identified in Exhibit "A," attached hereto and incorporated herein by this reference.
- 2. In return for the services to be provided by the Contractor, the County agrees to provide a designated fire or rescue response, as determined by the Fire Chiefs of the Contractor and County, to those areas within Contractor's jurisdiction, also identified in Exhibit "A," attached hereto and incorporated herein by this reference.
- 3. Upon receipt by the Contractor of an alarm within its jurisdictional area, the Contractor, as the jurisdictional department, will dispatch the nearest and appropriate designated fire or rescue response to that alarm and notify the County's fire dispatcher, who will, in turn, dispatch the agreed-upon response.
- 4. Upon receipt by the County of an alarm within its jurisdictional area, the County, as the jurisdictional department, will dispatch the nearest and appropriate designated fire or rescue response to that alarm and notify the Contractor's fire dispatcher, who will, in turn, dispatch the agreed-upon response.
- 5. The Contractor and County intend that this Agreement will provide mutual benefits to both parties and herein authorize the Fire Chiefs of the Contractor and County to revise any designated areas or types of response periodically as may be dictated by changing conditions and mutual benefits to the parties. It is agreed that substantial reductions of fire protection and/or emergency medical forces by parties hereto shall be cause for reconsideration or amendment of this Agreement.
- 6. Details as to amounts and types of assistance to be dispatched, areas to be assisted, methods of dispatching and communications, training programs and procedures, methods of requesting aid, and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of the Contractor and County. Such details shall be recorded in an Operating Plan and signed by the Chiefs of the Chiefs of the Contractor and County.
- 7. In those instances where an assisting department arrives before the jurisdictional department, the assisting department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the assisting department. Thereafter, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The assisting department personnel will be under the direction of the officer-in-charge of the jurisdictional department. It is further agreed that the assisting department will be released from the scene as soon as is practical by the jurisdictional department.

- 8. It is mutually understood and agreed that this Agreement does not relieve either party hereto from the necessity and obligation for using its own resources for furnishing fire and/or rescue response within any part of its own jurisdiction, and that the assisting department's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources. If an assisting department cannot respond under this Agreement, it must immediately notify the jurisdictional communication center.
- 9. When service is rendered, Contractor shall have the option to recover costs by participating in County's Cost Recovery Program. In turn, County shall have the option to recover cost by participating in Contractor's Cost Recovery Program. Assisting agency shall submit the designated forms to responsible agency. Responsible agency shall attempt collection, and if the cost recovery claim is successful, the money collected shall be returned to assisting agency, minus the actual cost for processing the claim.
- 10. Indemnification -- The Contractor agrees to indemnify, defend and hold harmless the County, and its authorized officers, employees, agents and volunteers, from any and all claims, or actions arising from the Contractor's acts or omissions in connection with this Agreement and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

County is a legally self-insured public entity and agrees to indemnify, defend and hold harmless the Contractor and its authorized officers, employees, agents and volunteers, from any and all claims, or actions arising from the County's acts or omissions in connection with this Agreement and for any costs or expenses incurred by the Contractor on account of any claim therefore, except where such indemnification is prohibited by law.

- 11. This Agreement shall remain in effect until terminated by either party. It may be terminated by written notification to the other party at least sixty (60) days prior to the date of termination.
- 12. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

San Bernardino County Consolidated Fire District/CSA 38 157 W. 5th Street, 2nd Floor San Bernardino, CA 92415-0451

CONTRACTOR:

Running Springs Water District, Fire Department P.O. Box 2206 Running Springs, Ca. 92382

It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

DISTRICT ("COUNTY")

i.

etc.)

X

CONTRACTOR

Running Springs Water District, Fire Department (Print or type name of corporation, company, contractor,

Fred Aguing Chairman Decad of Cum		Ву ►	
Fred Aquiar, Chairman, Board of Sup	ervisors		(Authorized signature - sign in blue ink)
Dated:		Name	
SIGNED AND CERTIFIED THAT A COP	Y OF THIS		(Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED TO	D THE	Title	
CHAIRMAN OF THE BOARD			(Print or Type)
Clerk of the Board of Supervisors of the County of San Bernardino.		Dated:	
Ву		Address_	
Deputy			
Approved as to Legal Form	Reviewed by Contra	ct Compliance	Reviewed for Processing
	, concluding contact	or oonplando	revened for Frocessing
	•		
County Counsel			Agency Administrator/CAO
Date	Date		Date

JOINT RESPONSE OPERATING PLAN

RE: Running Springs Water District's Fire Department and San Bernardino County Service Area 38 Operating Plan for Automatic Aid

OPERATING PLAN

This Joint Response Operating Plan by and between the Running Springs Water District's Fire Department, hereinafter called "Contractor", and the San Bernardino County Service Area 38, a Special District's Department of the County of San Bernardino, located in the State of California, hereinafter referred to as "District".

WITNESSETH

WHEREAS, this operating plan entered into for the best interest of the citizens of both jurisdictions to have a reciprocal joint response between Contractor and District on structure fires, wildland fires, medical aids, etc. or when either agency's first-in engine is out of position or committed on a previous call, and

WHEREAS, this operating plan will create a safer working environment for emergency personnel of both jurisdictions by providing additional emergency resources in a more timely manner

NOW, THEREFORE, The parties agree as follows:

- 1. Contractor will respond the requested resource if available to all fires within the area designated on the attached map marked as Exhibit "A" and on a second call basis when a District unit is committed to a previous incident when the incident is in the joint response jurisdiction. Contractor will continue to respond the closest available Contractor unit/s to emergency incidents of questionable jurisdiction.
- 2. District will respond the requested resource if available to all fires within the area designated on the attached map marked Exhibit "A" and on a second call basis when a Contractor unit committed to a previous incident when the incident is in the joint response jurisdiction. District will continue to respond to emergency incidents of questionable jurisdiction.
- 3. Assisting agency responding into other jurisdiction will utilize current identified resources in mitigating EMS incidents, i.e. RSP for Running Springs EMS calls.
- 4. This operating plan shall become effective the date the automatic aid agreement is fully executed and shall continue in full force until modification of the operating plan or termination of the automatic aid agreement referenced in this document. This operation plan may be modified at any time by mutual consent of Contractor and District.

GENERAL INSTRUCTIONS

- 1. Chief Officer response will be by request from the agency receiving automatic aid. This does not exclude automatic Chief Officer response by the agency providing assistance.
- 2. Either agency may respond an engine and an auxiliary piece of apparatus to certain incidents due to inter-agency operational procedures.
- 3. Either agency may request additional apparatus and staffing if circumstances require. Request should be made by the incident I.C. to the dispatch center having jurisdictional responsibility and only equipment dispatched for response shall respond.
- 4. All responses under this automatic aid Operational Plan respond directly to the incident location, unless otherwise directed by the officer in charge of the department receiving automatic aid.

Training

Joint training exercises are to be carried out periodically under the direction of the officers responsible for operations in each department, not less than four times annually. The training exercises are to be scheduled by the respective Department Training Officers, for the purpose of maintaining coordination in fire fighting and rescue procedures.

Communications

The assisting agencies will respond with the Dispatch Center having jurisdictional responsibility. Each agency will adhere to each department's communication policy and procedures. Example, when District is responding into Contractor under the Operational Plan, the District unit shall state that they are responding on their Primary dispatch frequency, then switch to Contractor Dispatch and advise them they are responding with number of personnel on unit. They shall remain under the dispatch control of Contractor Dispatch until they have been released, at which time they shall switch back to their primary dispatch frequency. The same principal applies to the Contractor when responding into District.

Operational Command

All units at the scene of an emergency will be under the command of the first arriving officer on scene. Every effort will be made to operate as a single coordinated attack force rather than separated agencies. The first arriving officer will assume command until relieved by an officer of the agency having jurisdictional responsibility. Appropriate personal safety clothing and equipment will be utilized at all times by all agencies.

Limitations

If the agreed upon response unit from either department is not available, the assisting agency will advise the requesting dispatch center to determine if another unit is needed. Both departments agree to make every attempt to provide the most appropriate unit with available staffing.

This Operational Plan may be temporarily suspended by either Department's Chief Officer or their representative at any time due to emergency conditions within their jurisdiction or impacting their jurisdiction or resources.

Fire Incident Reporting

Each Department shall be responsible for incident reports within their respective jurisdiction. Assisting units shall cooperate with jurisdictional units to exchange appropriate information.

Revisions

2

This Operational Plan may be revised or amended at any time by mutual agreement of the Fire Chiefs of the Contractor and District.

It is agreed that any substantial impact or changes of fire protection resources by either agency, shall be cause for reconsideration of this agreement.

IN WITNESS THEREOF, the parties hereto have executed this operating plan on the date hereinafter written.

SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT/COUNTY SERVICE AREA 38

ΒY

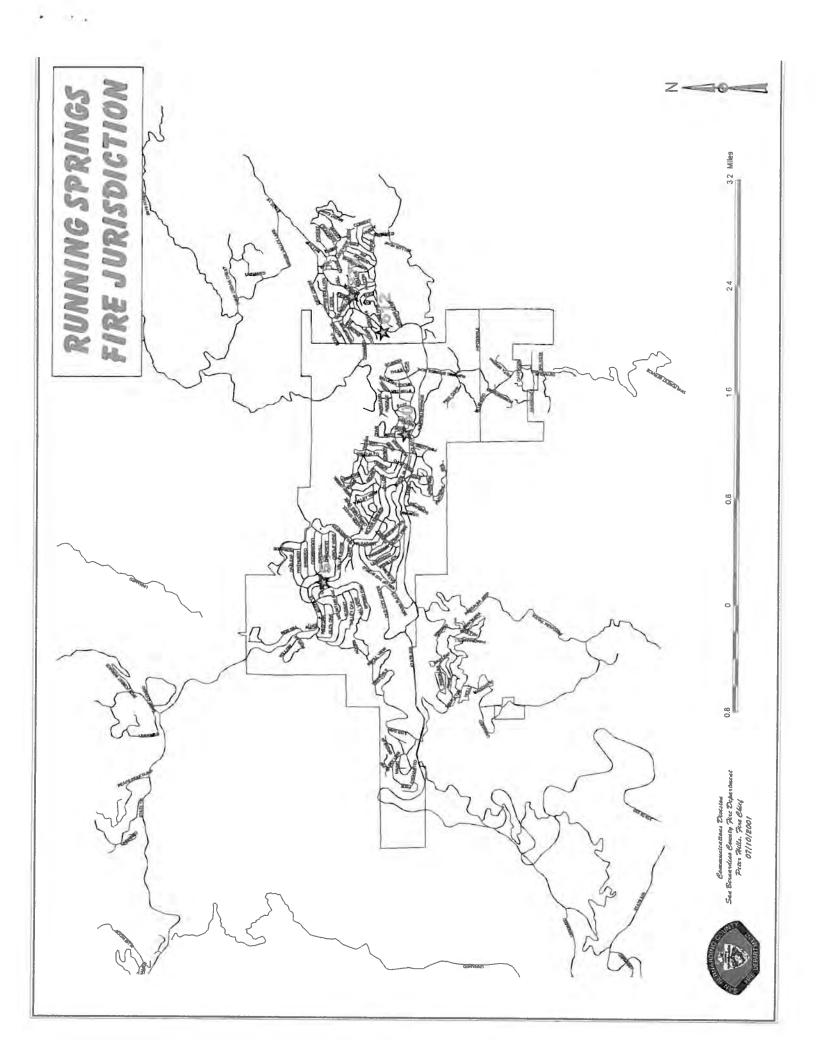
PETER R. HILLS, FIRE CHIEF/FIRE WARDEN SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT

Date:

BY

BILL SMITH, FIRE CHIEF RUNNING SPRINGS WATER DISTRICT, FIRE DEPARTMENT

Date: _____



COOPERATIVE AGREEMENT FOR JOINT USE

BY AND BETWEEN

RUNNING SPRINGS FIRE DEPARTMENT AND CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

THIS AGREEMENT is entered into in the State of California by and amongst the Running Springs Fire Department, hereinafter referred to as the **AGENCY**, and the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as the **DEPARTMENT**.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the AGENCY maintains a building with living quarters and two apparatus bays located at 31250 Hilltop Blvd. Running Springs, California; and

WHEREAS, the AGENCY intends to make certain limited space available to the DEPARTMENT for living space and fire engine storage; and

WHEREAS, the DEPARTMENT wishes to occupy and use a portion of said facility for living space and fire engine storage; and

WHEREAS, the AGENCY wishes to allow the **DEPARTMENT** to jointly occupy a portion of said facility for living space and fire engine storage.

NOW, THEREFORE, the parties hereto agree as follows:

TERMS OF AGREEMENT

I. PREMISE:

The AGENCY grants the DEPARTMENT the non-exclusive right to use portions of the building and apparatus bays located at Fire Station No. 51, 31250 Hilltop Blvd. Running Springs, California. The use will be for living space and fire engine storage. Occupancy and use of the facilities will be in association with AGENCY's use of the same premises.

II. USE:

The AGENCY also agrees to allow the **DEPARTMENT** to install telephone lines, lighting and other such amenities necessary to operate a 24-hour fire station. The AGENCY reserves the right to approve any installations or improvements to facilities.

III. CONSIDERATION:

The consideration for this Agreement is the public service and assistance to the **DEPARTMENT** provided the **AGENCY** as set forth in Section 2 (USE). The **AGENCY** will benefit from enhanced fire protection of its buildings and better mutual aid assistance for wildland fires in all fire jurisdictions.

IV. TERM:

This Agreement shall become effective upon date fully executed and shall continue in effect for five (5) years from the date of occupancy.

V. TERMINATION:

Either party may, by written notice to the other party, terminate the 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 sixty (60) days before the effective date of such termination.

VI. OPERATIONS:

The **DEPARTMENT** shall, to the satisfaction of the **AGENCY**, keep and maintain the premises in a clean, neat and orderly condition; assist in minor grounds maintenance; and handle any necessary repairs resulting from their occupancy.

VII. INDEMNIFICATION:

The **DEPARTMENT** agrees to indemnify, defend and hold harmless the **AGENCY** and its authorized officers, employees, agents and volunteers from any and all claims or actions arising from the **DEPARTMENT's** acts or omissions in connection with this Agreement and for any costs or expenses incurred by the **AGENCY** on account of any claim therefore, except where such indemnification is prohibited by law.

The AGENCY is insured by SDRMA Insurance Company and agrees to indemnify and hold harmless the **DEPARMENT** and its authorized officers, employees, agents and volunteers from any and all claims, or actions arising from the AGENCY's acts or omissions in connection with this Agreement and for any costs or expenses incurred by the **DEPARMENT** on account of any claim therefore, except where such indemnification is prohibited by law.

VIII. INSURANCE:

Each party shall provide, at its sole expense, the Workers' Compensation and public liability insurance coverage necessary for its own employees and equipment. At no time shall the employee of one party be considered the employee of the other.

IX. NOTICES:

Any notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other addresses as the respective parties may provide in writing for this purpose:

AGENCY:

Running Springs FD 31250 Hilltop Blvd. Running Springs, CA 92382

DEPARTMENT

CAL FIRE 3800 N. Sierra Way San Bernardino, CA 92405

X. AMENDMENTS:

No provision in this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto, or their respective successor in interest, expressing by its terms an intention to modify this Agreement.

XI. SUCCESSORS:

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

It is understood that this Agreement will in no way affect or have any bearing on the existing California Master Mutual Aid Agreement.

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

Running Springs Fire Department

Authorized Signature-blue ink only)

MIKE VASQUEZ, FIRE CHIEF

Print Name and Title

9/18/19 Date

ATTEST:

JØAN EATON, BOARD SECRETARY

Print Name and Title

9/18/19 Date

California Department of Forestry and Fire Protection (CAL FIRE)

Bv:

(Authorized Signature-blue ink only)

GLENN BARLEY, UNIT CHIEF Print Name and Title

9-19-19

Date



FS Agreement No. 15-FI-11051200-019 Cooperator Agreement No.

Exhibit B 2016 OPERATING PLAN FOR COOPERATIVE FIRE PROTECTION AGREEMENT Between RUNNING SPRINGS FIRE PROTECTION DISTRICT and U.S. FOREST SERVICE SAN BERNARDINO NATIONAL FOREST

OPERATING PLAN

The Parties will meet annually, prior to the initiation of fire season to review and update, if necessary, the Operating Plan (OP). This annual review will be documented by signing and dating the review block on the signature page of this OP. This OP will include protection area maps for all Parties, rates for use of department equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This OP shall become attached to and be a part of the Cooperative Fire Protection Agreement (CFPA). This OP takes effect as of the date of the last signature and will remain in effect until superseded by a new OP or upon expiration of the agreement.

MUTUAL AID RESPONSE PROCEDURES

Mutual aid is the initial attack response by both Department and U.S. Forest Service suppression resources that are identified in each Party's Emergency Command Center's run cards or computerized automated dispatch system (CAD). The Protecting Party will not be required to reimburse the Supporting Party for initial attack actions taking place in these areas within the first 12 hours (as identified in the Agreement) following initial dispatch of suppression resources. All assistance beyond this "Mutual Aid" period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch.

Aircraft (fixed and rotary-winged) including pilot(s) shall always be Assistance by Hire, EXCEPT when the response is under a unified command and the fire threatens both local and federal jurisdictions. Fiscal responsibility for all aircraft will be determined by the ordering process, utilization and cost share agreements.

DESCRIPTION OF U.S. FOREST SERVICE DIRECT PROTECTION AREA (DPA)

The U.S.Forest Service has the responsibility for prevention, protection and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through CFPA.

REFERENCE CURRENT ATTACHED DPA MAP

DESCRIPTION OF DEPARTMENT DIRECT PROTECTION AREA (DPA)

The Department has the responsibility for prevention, protection and suppression of structure and other non-wildland fires within the established fire district. These structures and lands protected by the Department are intermingled or adjacent to lands protected by the U.S. Forest Service.

REFERENCE CURRENT ATTACHED DPA MAP

CLOSEST FORCES

The Department and the U.S. Forest Service agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires" is in the best interest of both Parties. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the Protecting Party will request the most appropriate resource to aid in the suppression of a wildfire.

MOVE-UP AND COVER

"Move-up and Cover" is the reallocation of fire suppression resources from their established location to a temporary location. For this agreement, "Move-up and Cover" is limited to moving Supporting Party engine companies and dozers (if applicable) to Protecting Party facilities which have been temporarily vacated because of emergency activity. The Protecting Party may decide to provide subsistence and lodging at no cost to the Supporting Party for support or agency specific mission only. Mutual Aid (if applicable) "Move-up and Cover" will be at no cost to the Protecting Party for the initial Mutual Aid period agreed to in this CFPA. While in the Mutual Aid period (if applicable), if the Supporting Party's resources are dispatched by the Protecting Party to a fire, Assistance by Hire will apply unless the fire is located in an area of predetermined aid as agreed to in this CFPA.

SINGLE POINT RESOURCE ORDERING

Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both Parties (Unified Command) and supported by order and request numbers. Any resources ordered outside of the Unified Ordering Point (UOP) will be considered voluntary contribution to the incident and will not seek reimbursement.

COMMUNICATIONS AND FREQUENCY MANAGEMENT

The Parties agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the Parties' administrative frequencies have not been assigned for those purposes,

the use of those frequencies must be temporarily suspended. While away from the home geographic area and traveling to and from an incident, the Parties agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

SHARING FREQUENCIES

The Department agrees to authorize use by the U.S. Forest Service of the following frequencies:

Command Nets:	151.1450 Rx.	151.4750 Tx. Tone 7	County 1	
	151.1200 Rx.	156.0600 Tx. Tone 8	County 2	
	155.1150Rx.	153.9650 Tx. Tone 5	County 3	
Tactical Nets:	153.8300 RX.	153.8300 Tx.	County Brown	
	154.3250 RX.	154.8300 Tx.	County Red	

These frequencies will be used for fire/emergency only within or adjacent to the Department's responsibility area.

The U.S. Forest Service agrees to authorize use by the Department of the following frequencies:

Command Nets:	171.4750 TX.	171.475 RX.	Forest Net
	169.8750 TX.	171.475 RX.	Forest Net Repeat
Tactical Nets:	168.0500 TX.	168.050 RX.	NIFC Tac 1
	168.2000 TX.	168.200 RX.	NIFC Tac 2
	168.6000 TX.	168.600 RX.	NIFC Tac 3
	169.1125 TX	169.1125 RX.	FS I/A-Air to Ground

These frequencies will be used for fire/emergency only within or adjacent to the U.S. Forest Service's responsibility area.

**Both the San Bernardino National Forest and the Apple Valley Fire Protection District are committed to utilizing the current new San Bernardino County Operational Area Mutual threat Area Initial Attack Communications Plan.

OPERATIONAL & DUTY OFFICER CONTACTS

DEPARTMENT DUTY OFFICER CONTACT

Chief George Corley Operations Battalion Chief, Mike Vasquez Phone: 909-867-5456 Phone: 909-867-5456

U.S. FOREST SERVICE DUTY OFFICER CONTACT



SAN BERNARDINO NATIONAL FOREST FIRE and AVIATION MANAGEMENT

Supervisor's Office Fire Staff	909.382.2600	San Bernardino ATB	909.382.2989	
		FICC Dispatch	909.383.5654	Emergency 909.383.5651
Name		Position	Work	Mobile
Jaime Gamboa	Chief 1	Chief	909.382.2629	
Randy Unkovich	Chief 2	Deputy Chief	909.382.2630	951.315.5854
Dan O'Conner	Division 8	Fire Protection Specialist	909.382.2632	N/A
vacant	Division 9	Fire Planner/Admin	909.382.2631	
Mike Eaton	Division 7	Forest Aviation Officer	909.382.2994	951.315.5847
Leslie Crenshaw	Battalion 7	Air Service Mgr	909.382.2989	N/A
Stephanie Childs	Division 6	FICC Center Mgr	909.382.2749	909-522- 0840
Dan Snow	Safety 1	Safety/Haz Mat Officer	909.382.2633	951.313.5453
Mountain Top Division		West (Sky Forest Office)	909.382.2758	
		East (Fawnskin Office)	909.382.2790	
David Kelly	Division 1	Division Chief	909.382.2772	909.693.0241
Rene Vanderhooft	Battalion 11	West Battalion	909.382.2769	951.315.5845
Betty Ashe	Battalion 12	Protection Battalion	909.382.2802	909.754.1428
Mike Koontz	Battalion 13	East Battalion	951.315.5849	951.315.5849

Front Country Division		West (Lytle Creek Office)	909.382.2850	
		East (Mill Creek Office)	909.382.2881	
Lucas Minton	Division 3	Division Chief	909.382.2877	951.236.1925
Scott Howes	Battalion 31	West Battalion	909.382.2879	909.269.2927
Mary Bogens	Battalion 32	Protection Battalion	909.382.2893	909.314.6950
Josh Boehm	Battalion 33	East Battalion	909.382.2878	

San Jacinto Division		Idyllwild Office	909.382.2922	
Freddie Espinoza	Division 5	Division Chief	909.382.2943	909.573.3758
Matt Boss	Battalion 51	Suppression Battalion	909.659.2377	
Richard Gearhart	Battalion 52	Protection Battalion	909.659.5130	951.315.5856
Chris Fogle	Battalion 53	Suppression Battalion	909.659.3926	909.238.2107

U.S. FOREST SERVICE LINE OFFICER CONTACT

Forest Service Line Officers					
Name		Position	Work	Mobile	
Jody Noiron	Supervisor 1	Forest Supervisor	909.382.2600	626.590.7628	
vacant	Supervisor 2	Deputy Forest Supervisor	909.382.2603		
Marc Stamer	Ranger 1	District Ranger	909.382.2728		
Christine Hill	Ranger 3	District Ranger	909.382.2850		
Arturo Delgado	Ranger 5	District Ranger	909.382.2922		

ICS QUALIFIED LIST AND IMT PERSONNEL

The list of qualified personnel is maintained by the Department's Command/Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on Party's drawdown and commitments.

THE USE OF TRAINEES

Both Parties agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees <u>will not</u> occur without prior approval of the hosting unit or Incident Commander. Department trainees identified in the IMT Priority Trainee lists are pre-approved. The U.S. Forest Service agrees to pay for the Department's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT.

All other Department trainees that are <u>not</u> pre-approved will be the cost responsibility of the sending unit.

PAYMENT OF STRUCTURE DEFENSE

The State and Federal Agencies have responsibility to protect homes and other structures from wildfire. For wildfires within an agency's DPA, that agency will be financially responsible for the action they take to keep the wildfire from advancing on or threatening structures. For wildfires in or threatening local jurisdictions that border or overlay State or Federal DPA, local agencies will bear their own agency's cost for defending structures within their jurisdiction. When the local agency's resources are exhausted and need to be augmented for structure defense, as determined and negotiated by the unified incident commanders in consultation with Agency Representative and Agency Administrator, the State or Federal Agency having DPA responsibility will bear the cost of the augmentation. The State or Federal Agencies are not financially responsible in situations when local government fire protection agencies order additional resources and or actions beyond the level deemed by the Incident Commanders and/or Agency Administrators.

REIMBURSEMENT RATES AND METHODOLOGY (non-aviation)

Department Personnel and Equipment, Supplies and Cache items

Reimbursement for personnel will be based on personnel rates on file with the Office of Emergency Services (Cal OES) at the time of the incident and reimbursement methodologies outlined in the California Fire Assistance Agreement (CFAA).

The Department and U.S. Forest Service acknowledge the special legal requirements of each Party to provide backfill coverage (to respond to subsequent emergencies) that becomes necessary as a result of the execution of the Agreement, however, actual costs associated with backfill needs are not reimbursable. Reimbursement rates and methods under the CFAA are designed to provide financing for backfill needs.

Personnel responding to incidents will be reimbursed for actual time worked on the incident unless there is a MOU, MOA or governing body resolution that dictates the specific position is to be reimbursed portal to portal for the time committed to an emergency incident. The MOU, MOAs or resolutions must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the federal or state agency, and must be identified as part of their normal business practices.

Reimbursement for authorized travel and salary will start from the point of hire. Either local fire department or residence whichever is less, using the most economical mode of transportation.

Reimbursement for equipment will be based on adhering to the minimum staffing levels as identified in Firescope Field Operations Guide 420-1, and the CFAA Rate Letter applicable at the time of the incident. The Supporting Party will provide fuel and lubricants while the equipment is enroute to the incident and while returning to the home unit. The Protecting Party will provide fuel and lubricants while the equipment is on the incident.

There is recognition that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one Party and received by another Party, shall become the responsibility of the receiving/supporting Party. Equipment, supplies and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims clause, the parties agree that the Receiving/supporting Party shall repair or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed, except for damage occurring as a result of negligence by the receiving/supporting Party. The receiving/supporting party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

Organized Emergency Crew resources including Type 1 and 2 crews, fuels crews, and flight crews will be reimbursed at actual hours worked per day based on reimbursement methodologies outlined in the CFAA unless labor agreements otherwise specify. Rates for these crews will be developed, agreed to in advance and published annually herein.

An Administrative Rate can be added to the total of the personnel, support equipment, and other approved reimbursements. The current standard Administrative Rate is 10% unless the Department has submitted an agency specific administrative rate to Cal OES under the CFAA. The rate on file with Cal OES at the time of the incident will be used.

The Department will prepare a FSLA-5 (Record of Activities). The FSLA-5 and supporting documentation is the basis for reimbursement and invoice preparation. This form is provided by the U.S. Forest Service and is attached as Exhibit C to this agreement. The form FSLA-5 must be signed by a responsible officer of the Department and by the U.S. Forest Service Incident Commander or Finance Chief and attached to the invoice.

For Reimbursement under the terms of this CFPA all resource orders must be dispatched and processed by the SAN BERNARDINO National Forest Emergency Communication Center.

Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

Forest Service Personnel and Equipment:

Reimbursable U.S. Forest Service costs will include actual costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described as reciprocal initial attack as identified herein, and independent action situations). The Department will be billed for support to incidents that are the jurisdictional responsibility of the Department.

The Administrative Rate for the U.S. Forest Service is published in the agency's Annual Program Direction.

REIMBURSEMENT RATES AND METHODOLOGY (aviation)

Federal Excess Property Program (FEPP) Equipment

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this loaned federal property is used on a U.S. Forest Service incident, the Department will only charge the U.S. Forest Service operating costs that include maintenance, fuel, oil, etc. <u>Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges</u>.

Aircraft

Flight and stand-by rates for aircraft will be developed, agreed to in advance, and published annually herein, utilizing the rates and/or methodology utilized by the California Department of Forestry and Fire Protection (CAL FIRE). Assistance by Hire rates and reimbursements for aircraft will be based on the following guidelines:

1. Fixed Wing

Reimbursements will be based on aircraft rate which includes pilot costs. The Air Tactical Group Supervisor ("ATGS") will be itemized separately. ATGS Stand-by rates will be determined based on personnel costs.

2. Helicopter

Reimbursement will be based on CAL FIRE Type 2 helicopter rate (same CAL FIRE UH-1H Super-Huey specification and cost basis) which includes pilot costs. Helitack crew with Helitender, Fuel Truck and chase vehicle (e.g. 1-Ton Pickup) will be itemized separately. Flight Crew and Crew Carrying Vehicle (CCV) will also be itemized separately.

WHERE TO SEND REIMBURSEMENT INVOICES

Invoices for services under this agreement must be sent to the following addresses as appropriate. This address supersedes any invoice mailing address which may be reflected in the existing cooperative agreement.

Invoices for services under this agreement must be sent to:

U.S. Forest Service	Department Running Springs Fire Department		
Jaime Gamboa			
602 Tippecanoe Ave.	31250 Hilltop Blvd.		
San Bernardino CA. 92408	Running Springs CA. 92382		
Telephone: 909-382-2629	Telephone: 909-867-2630		
FAX: 909-3835770	FAX: 909-867-5456		
Email: jgamboa@fs.fed.us	Email: g.corley@runningspringsfd.org		

WAIVER OF CLAIMS

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other Party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fusees, hose, etc.). This provision pertains to claims between the respective State and Federal Agencies and does not pertain to claims advanced by third parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the jurisdictional agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

SUPPLEMENTAL FIRE DEPARTMENT RESOURCES

Mobilization of Supplemental Resources is NOT covered in local Cooperative Fire Protection Agreements or Operating Plans. They are to be mobilized under the California Fire Assistance Agreement. (CFAA).

ITEMS NOT REIMBURSABLE

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

Costs of agency cell phones in excess of normal monthly charges are reimbursable when supported by cell phone provider bills.

DURATION OF ASSIGNMENTS

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each Party's policy. Extension of assignments beyond the Supporting Party's policy may be requested. It is the responsibility of the Protecting Party to request relief personnel in advance of the Supporting Party's policy time limit. The Protecting Party is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the Department and U.S. Forest Service agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow. The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG. For incidents within the state, there is a required 7 day minimum commitment. Both Parties agree to honor the minimum length of assignments guidelines.

REST AND RECUPERATION

The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. Department personnel assigned to a U.S. Forest Service incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the Department wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

AIR BOTTLE SUPPORT

The Department agrees to refill breathing apparatus bottles when requested by the U.S. Forest Service subject to compliance with all laws and policies pertaining to breathing apparatus.

NON-WILDFIRE INCIDENTS

The Department has jurisdictional responsibility for all non-wildfire emergencies within its protection area even when these areas include U.S. Forest Service DPA. The only exceptions are for those emergency incidents under the jurisdiction of the California Highway Patrol, County Sheriff, California Department of Fish & Game and the U.S. Coast Guard.

FIRE PREVENTION

JOINT PRESS RELEASES Develop joint press releases on cooperative fire protection issues to ensure that the interests of both Parties are adequately addressed.

SMOKEY BEAR PROGRAM The Parties will cooperate in the delivery of Smokey Bear programs.

LOCAL EDUCATION PROGRAMS The Parties agree to cooperatively conduct local school and other fire prevention education programs.

FIRE PREVENTION SIGNS Coordination and placement of fire prevention signs should be coordinated by both Parties in order to prevent duplication of effort and sending mixed messages. This is especially important for fire danger rating signs.

LOCAL EVENTS The Parties agree to cooperatively conduct fire prevention programs at local community events.

BURNING AND CAMPFIRE PERMITS

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE-7) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire

protection district personnel authorized to do so by the Director of CDF. If both Parties' personnel are authorized to issue campfire and burning permits by CDF, both Parties agree to issue burning and campfire permits for each other's DPAs. Both Parties agree to notify one another when burn permits are issued. Fire Restrictions, Red Flag or other situations that may affect the safe execution of campfire and/or burn permits will be shared by each Party.

NON-FIRE PROJECT USE OF RESOURCES

Each of the Parties may jointly conduct appropriate mutual interest projects such as prescribed burns and facility/compound maintenance. Any shared cost or reimbursement will be governed in accordance with a Supplemental Project Agreement signed by each Party prior to the start of the project.

WILDLAND FIRE DECISION SUPPORT SYSTEM (WFDSS)

U.S. Forest Service policy requires the use of "Wildland Fire Decision Support System" (WFDSS) for all fires on or threatening U.S. Forest Service administered lands that have escaped initial attack. In Unified Command situations the U.S. Forest Service will include the Department's input into the development of control objectives, strategy and priorities.

SUPPRESSION AND DAMAGE COLLECTION

The Department and the U.S. Forest Service reserve the right to pursue independent and separate courses of litigation and cost collection for suppression and damage on the fires that affect both Parties. Any costs recovered as a result of independent litigation will not be subject to apportionment with the other affected Party. Whenever collections that result from joint legal action have the effect of reducing next expenditures of either Party to accomplish services provided for in this Agreement, then such collections may be reported and shared proportionately, after deducting the cost of collection.

REPAIR OF SUPPRESSION ACTIVITY DAMAGE

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, etc.) will normally be done by the Party with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level may be the responsibility of the landowner.

MAPS TO SUPPORT ANNUAL OPERATING PLAN

On an as needed basis, maps needed to support this OP will become attachments to the OP. These may include the DPA boundary, fire protection facilities by Party and location, preplanned "Mutual Aid" initial attack response areas, "Mutual Aid Move-up and Cover" facilities or special management consideration areas.

POSSESSION OF AGREEMENT AND OP ON INCIDENTS

On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of the CFPA and current OP.

This operating plan will be reviewed annually by May 1 and revised as needed. This Operating Plan is executed as of the date of the last signature and remains in effect through AUGUST 31, 2020.

APPROVAL:

IN WITNESS WHEREOF, the Parties have executed this Operating Plan as of the last date written below:

GEORGE CORLEY, CHIEF Running Springs Fire Department

Date

JODY NOIRON, FOREST SUPERVISOR U.S. Forest Service, San Bernardino National Forest Date

The authority and format of this instrument have been reviewed and approved for signature.

Mains 7-20

KAREN MCWILLIAMS

U.S. Forest Service Grants Management Specialist

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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

EXHIBIT C ACTIVITY RECORD FOREST SERVICE, REGION 5

LOCAL COOPERATIVE FIRE AGREEMENT

AGREEMENT NO:	DEPARTMENT:			
Date and Time Departed: / hrs	. Return Date and Time: / hrs.			
DISPATCH INFORMATION				
Incident Name:	Reporting Location			
Incident Number:	Incident Code:			
Resource Order Number	Reporting Date/Time:			

Dates of Services	Request Number	Payroll Name(s)	ICS Position	Total Hours to be reimbursed

PERSONNEL INFORMATION

APPARATUS/EQUIPMENT/VEHICLE INFORMATION

Dates of Services	Type of Apparatus / Module Engine, Water Tender, Dozer, Crew or Other	Strike Team #	Apparatus or Vehicle #	Vehicle Category Sedan SUV Van PU 2x4 4x4	Vehicle Information POV or Rental Company	Total Mileage Or Operating Hours

Signature of Authorizing Officer For Department:

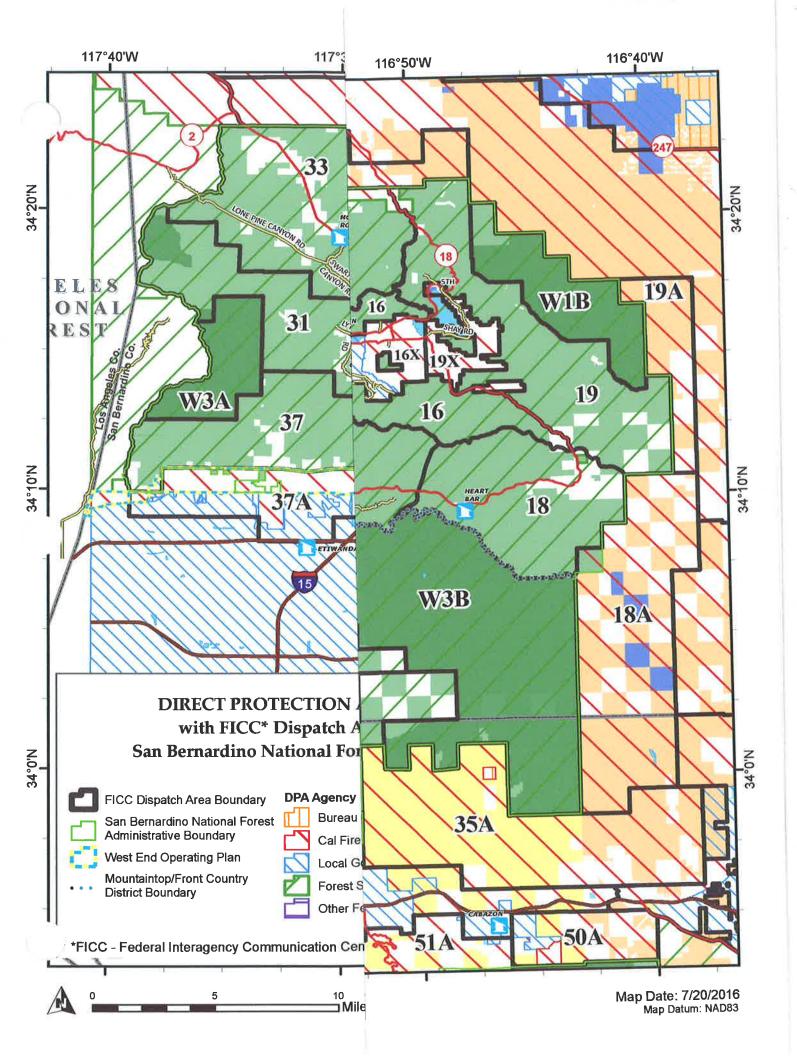
Date Signed:

Approved by IC or FSC: Date:

Form Distribution:

Original: Local Government Agency (Attach to Dept invoice/bill) Copy: Incident Management Team Finance Section





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10-FI-11051200-015 AGREEMENT		COOPERATOR GRANT or 3. MODIFIC NUMBER, IF ANY: 2		CATION NUMBER:		
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Teresa Porter, Grants Management Specialist 1600 Tollhouse Road, Clovis, CA 93611 6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): San Bernardino National Forest 602 S. Tippecanoe Ave, San Bernardino, CA 92408 + 7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS psyment use only):			2408	
	ngs Fire Department 6, Running Springs, CA. 92382	,				
			MODIFICATION		_	
CHECK ALL THAT APPLY:	This modification is issued p referenced in item no. 1, abo	oursuant to the		in the grant/a	greement	
	CHANGE IN PERFORMANCE F	PERIOD:		-		
	CHANGE IN FUNDING:					-
\boxtimes	ADMINISTRATIVE CHANGES:	EFFECTIVE J	UNE 1, 2015			
	OTHER (Specify type of modifica	tion):				
except as provid arce and effect.	led herein, all terms and condition	s of the Grant/	Agreement referenced in 1,	above, remain u	inchanged i	and in fal
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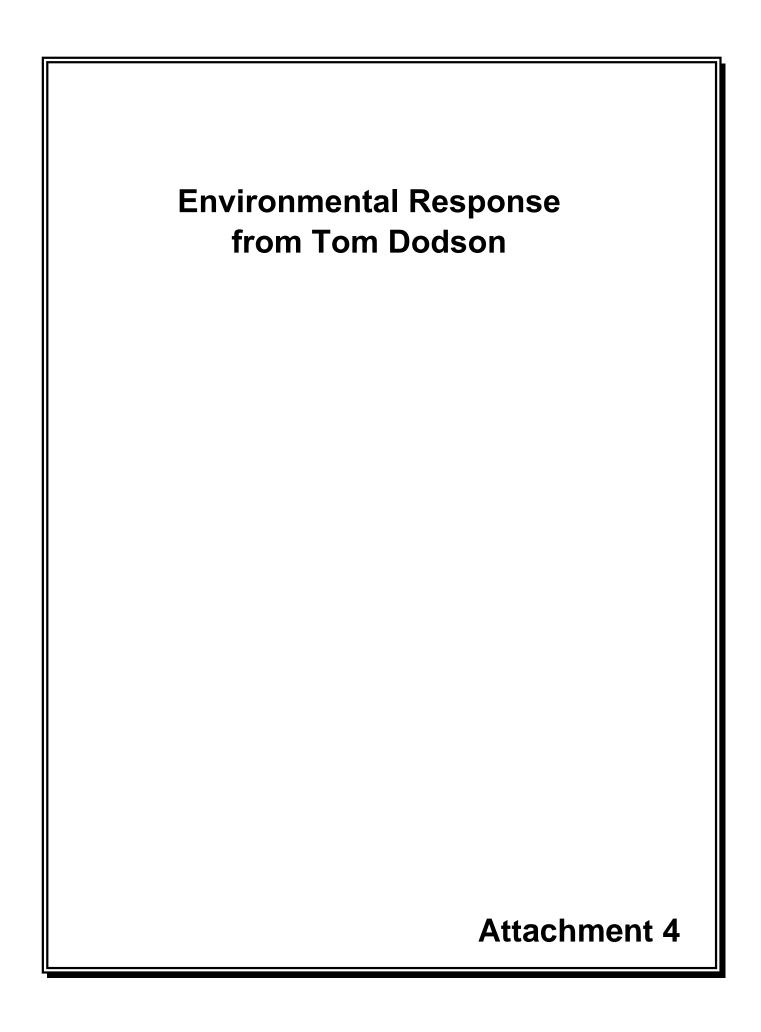


Burdan Statement

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TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406 Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405 Tel: (909) 882-3612 ◆ Fax: (909) 882-7015 ◆ Email: tda@tdaenv.com



November 4, 2019

Mr. Samuel Martinez Local Agency Formation Commission 1170 West 3rd Street, Unit 150 San Bernardino, CA 92415-0490

Dear Sam:

LAFCO 3238 consists of a Reorganization to include Annexation to the Running Springs Water District (District) and Detachment from the San Bernardino County Fire Protection District, its Mountain Service Zone, and its Zone FP-5. The proposed Reorganization includes a single parcel (APN 0328-101-29, comprising approximately 58.88 acres) located adjacent to the District's boundary on the east side of Wilderness Road within the community of Running Springs. The proposed Reorganization area is located within the District's northern Sphere of Influence. This Reorganization will extend District services into the approximate 58.88-acre area, but it would not result in any specific physical changes to the environment.

Therefore, after careful review, I am recommending that the Commission consider the adoption of a Common Sense Statutory Exemption for LA 3238. I recommend that the Commission find that a Statutory Exemption (as defined in CEQA applies to LAFCO 3238 under Section 15061 (b) (3) of the State CEQA Guidelines, which states: "The activity is covered by the common sense exemption 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 LAFCO 3238 because the District will simply replace the County Fire service within the identified action area.

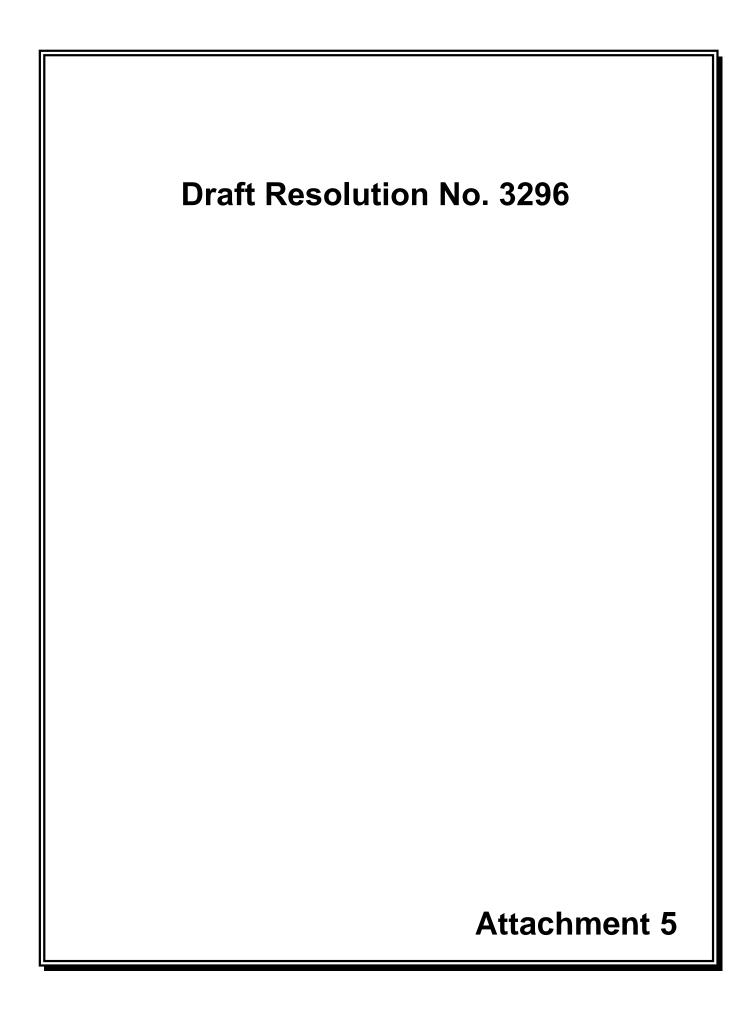
Based on this review of LAFCO 3238 and the pertinent sections of CEQA and the State CEQA Guidelines, I conclude that LAFCO 3238 does not constitute a project under CEQA and adoption of the common sense exemption and filing of a Notice of Exemption is the most appropriate determination to comply with CEQA for this action. The Commission can approve the review and findings for this action, and I recommend that you notice LAFCO 3238 as 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 the hearing is completed.

A copy of this exemption recommendation should be retained in LAFCO's project file to serve as verification of this evaluation and as the CEQA environmental determination record. If you have any questions, please feel free to give me a call.

Sincerely,

Tom Dodson

TD/cmc



LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490 (909) 388-0480 • Fax (909) 388-0481 lafco@lafco.sbcounty.gov www.sbclafco.org

PROPOSAL NO.: LAFCO 3238

HEARING DATE: NOVEMBER 20, 2019

RESOLUTION NO. 3296

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO 3238 AND APPROVING THE REORGANIZATION TO INCLUDE ANNEXATION TO THE RUNNING SPRINGS WATER DISTRICT AND DETACHMENT FROM THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS MOUNTAIN SERVICE ZONE, AND ITS ZONE FP-5. The reorganization area includes a single parcel (Assessor Parcel Numbers 0328-101-29) approximately 58.88 acres, generally located on the east side of Highway 18, east of Wilderness Road (2001 Wilderness Road).

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 San Bernardino County 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 <u>et seq.</u>), and the Executive Officer has examined the application and executed his 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 the Commission on this matter; and,

WHEREAS, the Executive Officer has reviewed available information and prepared a report including his 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 November 20, 2019 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/or opposition; the Commission considered all plans and proposed changes of organization, and all 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;

NOW, **THEREFORE**, **BE IT RESOLVED**, that the Commission does hereby determine, find, resolve, and order as follows:

DETERMINATIONS:

SECTION 1. The proposal is approved subject to the terms and conditions hereinafter specified:

CONDITIONS:

<u>Condition No. 1.</u> The boundaries are approved as set forth in Exhibits "A" and "A-1" attached.

<u>Condition No. 2.</u> The following distinctive short-form designation shall be used throughout this proceeding: LAFCO 3238.

Condition No. 3. All previously authorized charges, fees, assessments, and/or taxes currently in effect by the Running Springs Water District (annexing agency) shall be assumed by the annexing territory in the same manner as provided in the original authorization pursuant to Government Code Section 56886(t).

<u>Condition No. 4.</u> The Running Springs Water District shall indemnify, defend, and hold harmless the Local Agency Formation Commission for San Bernardino County 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.

<u>Condition No. 5.</u> The date of issuance of the Certificate of Completion shall be the effective date of this reorganization.

SECTION 2. The Commission determines that:

- a) this proposal is certified to be legally uninhabited;
- b) it has 100 % landowner consent; and,
- c) no written opposition to a waiver of protest proceedings has been submitted by any subject agency.

Therefore, the Commission does hereby waive the protest proceedings for this action as permitted by Government Code Section 56662(d).

SECTION 3. <u>DETERMINATIONS</u>. The following determinations are noted in conformance with Commission policy:

1. The reorganization area is legally uninhabited containing no registered voters as certified by the County Registrar of Voters as of August 8, 2019.

- 2. The County Assessor's Office has determined that the total assessed valuation of land within the reorganization area is \$1,300,000 as of July 24, 2019, broken down as: \$1,100,000 (land) and \$200,000 (improvements).
- 3. The reorganization area is within the sphere of influence assigned the Running Springs Water District.
- 4. Notice of this hearing has been advertised as required by law through publication in the *Mountain News*, a newspaper of general circulation within the area. As required by State law, individual notification was provided to affected and interested agencies, County departments, and those agencies and individuals requesting mailed notice. Comments from any affected local agency have been reviewed by the Commission.
- 5. In compliance with the requirements of Government Code Section 56157 and Commission policy, individual notice was mailed to surrounding landowners and registered voters within approximately 1,350 feet of the exterior boundaries of the reorganization area (totaling 788 notices). Comments from landowners, registered voters and any affected local agency have been reviewed and considered by the Commission in making its determination.
- 6. The County's land use designations for the reorganization area are Hill Top/Resource Conservation (HT/RC). No change in land use is anticipated as a result of the reorganization.
- 7. The Southern California Associated Governments (SCAG) adopted its 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy pursuant to Government Code Section 65080. LAFCO 3238 has no direct impact on SCAG's Regional Transportation Plan and Sustainable Communities Strategy.
- 8. The Local Agency Formation Commission has determined that this proposal is statutorily exempt from environmental review. The basis for this determination is that the Commission's approval of the reorganization has no potential to cause any adverse effect on the environment; and therefore, the proposal is exempt from the requirements of CEQA, as outlined in the State CEQA Guidelines, Section 15061 (b)(3). The Commission adopted the Statutory Exemption and directed its Executive Officer to file a Notice of Exemption within five (5) days with the San Bernardino County Clerk of the Board of Supervisors.
- 9. The reorganization area is served by the following local agencies: County of San Bernardino, County Service Area 70 (unincorporated countywide multi-function), Crestline-Lake Arrowhead Water Agency (State Water Contractor), Mojave Desert Resource Conservation District, Rim of the World Park and Recreation District, San Bernardino Mountains Community Healthcare District, San Bernardino County Fire Protection District (County Fire), its Mountain Service Zone, and its Zone FP-5.

County Fire, its Mountain Service Zone, and its Zone FP-5 as a function of the reorganization. None of the other agencies identified above are affected by this proposal as they are regional in nature.

- 10. The Running Springs Water District submitted a plan for the continuation of water, wastewater and ambulance services, and the extension of fire protection and emergency medical response services to the reorganization area, as required by Government Code Section 56653, which indicates that the District can, at a minimum, maintain the existing level of service delivery. 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.
- 11. The reorganization area can benefit from the continuation of water, wastewater and ambulance services, and extension of fire protection and emergency medical response services from the District.
- 12. This proposal will not affect the fair share allocation of the regional housing needs through the Southern California Association of Government's (SCAG) Regional Housing Needs Allocation (RHNA) process. The current use of the property does not support or anticipate residential housing.
- 13. With respect to environmental justice, the reorganization proposal will not result in the unfair treatment of any person based on race, culture or income since the camp area already receives services from the District and the southerly neighboring area already receives water, wastewater, fire protection, and ambulance services from the District.
- 14. The County of San Bernardino (on behalf of San Bernardino County Fire Protection District and Running Springs Water District) adopted a resolution determining the transfer of ad valorem property tax revenues upon completion of this reorganization. This resolution fulfills the requirement of Section 99 of the Revenue and Taxation Code.
- 15. The map and legal description, as revised, are in substantial conformance with LAFCO and State standards.

SECTION 4. The purpose of the reorganization is to provide financial relief to the Getaway House camp property. By annexing to the Running Springs Water District, the property would be relieved from the higher out-of-agency water and wastewater rates currently charged by the District to the camp property.

SECTION 5. The Running Springs Water District has no existing bonded indebtedness or contractual obligations for which the reorganization area could be taxed. The regular County assessment rolls are utilized by the Running Springs Water District.

SECTION 6. Approval by the Local Agency Formation Commission indicates that completion of this proposal would accomplish the proposed change of 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 7. The Commission hereby orders the territory described in Exhibits "A" and "A-1" reorganized. The Commission hereby directs, that following completion of the reconsideration period specified by Government Code Section 56895(b), the Executive Officer shall prepare and file a Certificate of Completion, as required by Government Code Section 57176 through 57203, and a Statement of Boundary Change, as required by Government Code Section 57204.

SECTION 8. 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.

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, SAMUEL MARTINEZ, 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 November 20, 2019.

DATED:

SAMUEL MARTINEZ Executive Officer

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490 (909) 383-9900 • Fax (909) 383-9901 lafco@lafco.sbcounty.gov www.sbclafco.org

DATE: NOVEMBER 13, 2019

- FROM: SAMUEL MARTINEZ, Executive Officer
- TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM #10A: LAFCO 3235 – Sphere of Influence Amendment (Expansion) for the City of Redlands

> AGENDA ITEM #10B: LAFCO 3236 – Reorganization to Include Annexation to the City of Redlands and Detachment from the San Bernardino County Fire Protection District, its Valley Service Zone and its Zone FP-5, and CSA 70

INITIATED BY:

Landowner Petition

RECOMMENDATIONS:

Staff recommends that the Commission take the following actions related to LAFCO 3235 and LAFCO 3236:

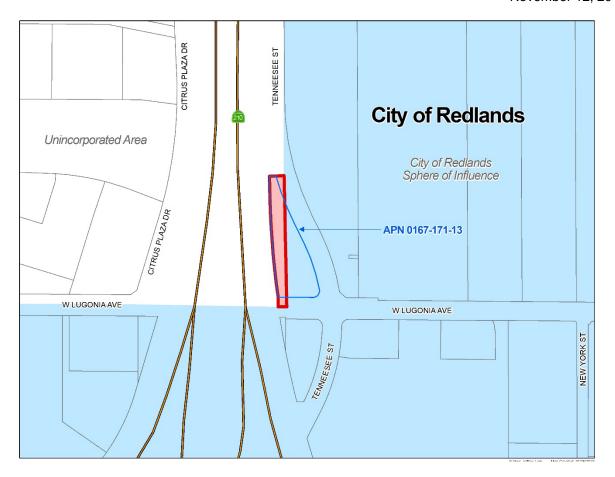
- With respect to environmental review for LAFCOs 3235 and 3236:
 - a. Certify that the Commission, its staff, and its Environmental Consultant have independently reviewed and considered the City's Notice of Exemption for Annexation No. 93, Sphere of Influence Change, Pre-Zone Designation, Zone Change No 453, General Plan Amendment No. 138, and Specific Plan Amendment No. 44 to the East Valley Corridor Specific Plan;
 - b. Determine that the City's Notice of Exemption is adequate for the Commission's use for its consideration of LAFCO 3235 and 3236;

- c. Determine that the Commission does not intend to adopt alternatives or mitigation measures for the project, and that no mitigation measures were identified in the City's Notice of Exemption; and,
- d. Direct the Executive Officer to file a new Notice of Exemption as a CEQA Responsible Agency.
- For LAFCO 3235 (sphere of influence amendment):
 - a. Approve the sphere of influence expansion for the City of Redlands; and,
 - Adopt LAFCO Resolution No. 3293 reflecting the Commission's determinations for the sphere of influence amendment (expansion) as identified.
- For LAFCO 3236 (reorganization):
 - a. Approve LAFCO 3236, with the standard terms and conditions including the condition for the "hold harmless" clause for potential litigation costs, continuation of fees, charges, assessments, etc.; and,
 - b. Waive protest proceedings, as permitted by Government Code Section 56662(d), with 100% landowner consent to the reorganization proposal; and,
 - c. Adopt LAFCO Resolution No. 3294 reflecting the Commission's findings for the reorganization as identified.

BACKGROUND:

The subject area concerns a portion of a parcel, Assessor Parcel Number (APN) 0167-171-13 that currently straddles the jurisdictional line between the City of Redlands and unincorporated San Bernardino County. The sphere of influence amendment/ reorganization area is located at the northwest corner of West Lugonia Avenue and Tennessee Street (see map below, which is also included as part of Attachment #1).

AGENDA ITEM #10 - LAFCO 3235 and 3236 SPHERE OF INFLUENCE EXPANSION AND REORGANIZATION CITY OF REDLANDS November 12, 2019



The westerly portion of the parcel is unincorporated, and the easterly portion is located within the City of Redlands. The split parcel is the result of a mapping error due to the reconfiguration of parcel boundaries in the late 1980s. Fundamentally, the jurisdictional line that runs through the property is the old centerline of Tennessee Street, which was subsequently relocated with the construction of the 210 Freeway.

The landowner has requested that the entire parcel be consolidated under a single jurisdiction - the City of Redlands - to facilitate any future development opportunities on the parcel. The first step in this process is to expand the City of Redlands' sphere of influence (LAFCO 3235) to include the westerly portion of APN 0167-171-13 that is under unincorporated County jurisdiction, followed by a reorganization (LAFCO 3236) to include annexation of the same territory into the City of Redlands. The reorganization also includes the detachment from the San Bernardino County Fire Protection District, its Valley Service Zone and its Zone FP-5, and County Service Area 70.

Since the area for the sphere of influence expansion and the reorganization are identical and because of the related nature of these two actions, both the sphere of influence amendment and the reorganization proposals are being considered together in this staff report.

ANALYSIS

The following provides the Commission with information related to the major areas of consideration required for the sphere of influence amendment and for the reorganization proposals.

Boundaries for LAFCOs 3235 & 3236:

The sphere of influence expansion and the reorganization area include the westerly unincorporated portion of APN 0167-171-13 including the road right-of-way portion along Tennessee Street between the parcel and the City's boundary and the road right-of-way portion along Lugonia Avenue between the southerly portion of the parcel and the City's boundaries located at the centerline of Lugonia Avenue. The parcel and the additional right-of-way area encompass approximately 0.79 acres.



It is LAFCO staff's position that the proposed sphere of influence amendment and reorganization is a reasonable sphere of influence and boundary change since the entire parcel will be placed in a single jurisdiction – the City of Redlands.

In addition, under the special procedures outlined in Government Code Section 56429, Majestic Realty, who has tremendous influence to add/remove the City's sphere of influence within the unincorporated "Donut Hole" area, issued a letter of no opposition for this proposed sphere of influence amendment (see Attachment #4).

Environmental Considerations

The City of Redlands prepared and filed a Notice of Exemption (NOE) for its consideration of Annexation No. 93, Sphere of Influence change, Pre-zone designation, Zone change No 453, General Plan Amendment No. 138, and Specific Plan Amendment No. 44 to the East Valley Corridor Specific Plan. The NOE for this action was based on the "common sense" exemption that determined the proposed City actions had no potential for any significant adverse impact on the environment.

The City's environmental assessment has been reviewed by the Commission's Environmental Consultant, Tom Dodson of Tom Dodson and Associates, who determined that, if the Commission chooses to approve LAFCO 3235 (sphere of influence amendment) and LAFCO 3236 (reorganization proposal), it would be appropriate to cite the City's NOE as adequate for the Commission's use as a responsible agency under CEQA (California Environmental Quality Act). The following are the necessary environmental actions to be taken by the Commission as a responsible agency under CEQA:

- a. Certify that the Commission, its staff, and its Environmental Consultant have independently reviewed and considered the City's NOE for Annexation No. 93, Sphere of Influence Change, Pre-Zone Designation, Zone change No 453, General Plan Amendment No. 138, and Specific Plan Amendment No. 44 to the East Valley Corridor Specific Plan;
- b. Determine that the City's NOE is adequate for the Commission's use for its consideration of LAFCOs 3235 and 3236;
- c. Determine that the Commission does not intend to adopt alternatives or mitigation measures for the project, and that no mitigation measures were identified in the City's NOE; and,
- d. Direct the Executive Officer to file a new NOE as a CEQA Responsible Agency.

A copy of Mr. Dodson's analysis is included as Attachment #5 to this report.

SPHERE OF INFLUENCE AMENDMENT (LAFCO 3235)

The following address the mandatory factors as outlined in Government Code Section 56425 regarding sphere of influence changes:

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

The property is currently vacant, generally flat and level, with non-irrigated natural groundcover. It is located within San Bernardino County's East Valley Corridor Specific Plan. The County's General Plan designates the property for service/commercial uses which allows for agricultural services, manufacturing, storage facilities, commercial entertainment, fitness/healthcare, retail, professional services, parking lots and accessory structures. There are no current plans to develop the property.

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

With no development anticipated in the foreseeable future, there is no current or future need for public facilities and services. The sphere amendment (and ultimately the reorganization proposal) will bring the entire area within the City of Redlands' jurisdiction to facilitate any future development on the parcel.

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

The City of Redlands is a full- service city and provides, among other services, fire protection and emergency medical, water, sewer, police, parks and recreation, library, airport, and cemetery services to its residents.

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

Social and economic communities of interest include the County of San Bernardino and the City of Redlands.

5. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

This area is not a disadvantaged unincorporated community; therefore, this factor does not apply.

It is staff's position that a sphere of influence "amendment" does not require that a service review be conducted pursuant to Government Code Section 56430 as this section reads in part, "In order to prepare and to update spheres of influence in accordance with 56425, the commission shall conduct a service review..." LAFCO 3235 is a sphere of influ7ence amendment pursuant to Government Code Section 56428. Therefore, staff is recommending that the Commission determine that LAFCO 3235 does not require a service review.

REORGANIZATION (LAFCO 3236)

The companion application to the sphere of influence amendment is the reorganization proposal, identified as LAFCO 3236. The following address information required to evaluate the jurisdictional change.

Land Use

The reorganization area is currently vacant. Existing uses directly surrounding the reorganization area include vacant land to the north and east, a car wash facility to the south, and the I-210 Freeway to the west.

County Land Use Designation:

The reorganization area is currently designated as EV/SD (East Valley Special Development) by the County of San Bernardino's General Plan.

City's General Plan:

The parcel is designated as Commercial by the City of Redland's 2035 General Plan. The land use determination between the City and the County are generally compatible.

City's Pre-Zone Designation:

In October 2017, the City of Redlands completed pre-zoning and designated the property as East Valley Corridor Specific Plan/Commercial General (EV/GC). If annexation is successful, the entire parcel will be zoned EV/GC within the City of Redlands. This land use designation is consistent with the City's commercial land use designation for the area.

Service Issues and Effects on other Local Governments

In every consideration for jurisdictional change, the Commission is required to look at the existing and proposed service providers within an area. Due to the vacant nature of

the land currently, government service requirements are minimal – primarily law enforcement and fire protection. The City currently serves the subject property as the easterly portion adjacent to Tennessee Street is currently within the City of Redlands. Current County service providers within the reorganization area include the San Bernardino County Fire Protection District (County Fire), its Valley Service Zone and its Zone FP-5, and County Service Area (CSA) 70, which are proposed to be detached. In addition, the following regional agencies will continue to overlay the reorganization area: Inland Empire Resource Conservation District, San Bernardino Valley Water Conservation District, and the San Bernardino Valley Municipal Water District (the State Water Contractor).

The City prepared a Plan for Service as required by law and Commission policy (see Attachment #3). In general, the Plan identifies the following:

• Fire

Fire protection and rescue services for the reorganization area are currently provided by the City of Redlands Fire Department through its contract with the County. The City will continue to provide fire protection and emergency medical response service following annexation. Fire Station 263 (at 10 W. Pennsylvania Ave.) is located 1.2 miles from the subject property, and Fire Station 264 (at 1270 W. Park Ave.) is located 1.4 miles from the subject property. Both stations are continuously staffed to respond to both fire and medical emergencies. No increase in personnel would be needed to adequately service the area.

• Police

Law enforcement services for the proposed annexation area are currently provided by the City of Redlands Police Department through its contract with the County. The City will continue to provide law enforcement services following annexation.

• Streets and Parkways

Tennessee Street and Lugonia Avenue front the proposed annexation area. Both roadways are currently maintained by the City of Redlands. No change will occur upon annexation.

• Solid Waste

Currently, the property is vacant and requires no solid waste services. No new development is proposed. Service to any new development would be provided by the City of Redlands.

• Water

All of the proposed annexation area is within the City of Redlands water service area, and the City of Redlands would provide water service to the area upon annexation and development.

• Wastewater

The annexation area is currently undeveloped and generates no wastewater. Upon annexation, the City will be responsible for wastewater collection, treatment and disposal. Existing City of Redlands sewer facilities are located adjacent to the project.

The applicant has included a Fiscal Impact Analysis, as required by Commission policy, which outlines the potential costs and revenues to the City. At the present time, no development is proposed for the annexation site. According to the Cost Benefit Model used by the City, the annexation (without any proposed development) will provide \$0.00 in additional revenue, and additional costs of \$0.00, resulting in a Cost/Benefit Ratio of 0.0 until such time the property is developed.

Future development of the site could include a variety of retail, commercial services and/or office uses consistent with the Commercial General zoning regulations of the East Valley Corridor Specific Plan. Such uses could include, but not be limited to: retail stores, commercial services, hotels, theaters and/or entertainment venues. Future development would be expected to result in a positive Cost/Benefit Ration to the City. At the time of future development, the applicant has committed to prepare a Socio-Economic Cost/Benefit Report and detailed quantitative analysis for any specific development proposal.

Waiver of Protest Procedures

The reorganization area is uninhabited (as determined by the Registrar of Voters) and LAFCO staff verified that the study area possesses 100% landowner consent to the annexation. Therefore, if the Commission approves LAFCO 3236, and since none of the affected agencies have submitted written opposition to a waiver of protest proceedings, staff is recommending that protest proceedings be waived. The action would include direction to the Executive Officer to complete the reorganization following completion of the mandatory 30-day reconsideration period.

Reorganization Determinations:

The following determinations are required to be provided by Commission policy and Government Code Section 56668 for any change of organization/annexation proposal:

- 1. The reorganization area is legally uninhabited containing zero registered voters as determined by the Registrar of Voters as of July 26, 2019.
- 2. The County Assessor's Office has determined that the total assessed valuation of land within the reorganization area is \$1,514,800 as of August 9, 2019 broken down as: \$1,514,800 (land) and \$0 (improvements).
- 3. Following Commission approval of the companion proposal, LAFCO 3235, the reorganization area will be within the sphere of influence assigned the City of Redlands.

Under the special procedures outlined in Government Code Section 56429, Majestic Realty, who has tremendous authority to add/remove the City's sphere within the unincorporated "Donut Hole" area, issued a letter of no opposition for this sphere of influence amendment. Letter included as Attachment #4.

- 4. Legal notice of the Commission's consideration of the proposal has been provided through publication in the *Redlands Daily Facts*, a newspaper of general circulation within the area. As required by State law, individual notification was provided to affected and interested agencies, County departments, and those individuals and agencies having requested such notice.
- 5. In accordance with State law and adopted Commission policies, LAFCO has provided individual notice to:
 - Landowners (1) and registered voters (0) within the reorganization area (totaling 1 notice); and,
 - Landowners (13) and registered voters (0) surrounding the reorganization area (totaling 13 notices).

Comments from landowners and any affected local agency in support or opposition will be reviewed and considered by the Commission in making its determination.

6. The County's land use designation for the reorganization area is EV/SD (East Valley/Special Development). The area is designated as Commercial by the City of Redlands' 2035 General Plan. In October 2017, the City of Redlands prezoned and designated the property as East Valley Corridor Specific Plan/Commercial General (EV/GC). This pre-zone designation is consistent with the City's General Plan and are generally compatible with surrounding land uses within the City and in the County. Pursuant to the provisions of Government Code Section 56375(e), this pre-zone designation shall remain in effect for two years following annexation unless specific actions are taken by the City Council.

- 7. The Southern California Associated Governments ("SCAG") adopted its 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy pursuant to Government Code Section 65080. LAFCO 3236 has no direct impact on SCAG's Regional Transportation Plan and Sustainable Communities Strategy.
- 8. The Commission's Environmental Consultant, Tom Dodson and Associates, has reviewed the City's Notice of Exemption for its actions and has indicated that it is his recommendation that the City's Notice of Exemption is adequate for the Commission's use as a responsible agency under CEQA. Mr. Dodson recommends that the Commission file a new Notice of Exemptions and direct its Executive Officer to file the new Notice of Exemption within five (5) days. A copy of Mr. Dodson's response letter is included as Attachment #5 to this report.
- 9. The reorganization area is served by the following local agencies:

City of Redlands (fire protection and law enforcement services by contract) County of San Bernardino Inland Empire Resource Conservation District San Bernardino Valley Water Conservation District San Bernardino Valley Municipal Water District San Bernardino County Fire Protection District (County Fire), its Valley Service Zone, and its Zone FP-5 County Service Area 70 (unincorporated, multi-function entity)

The area will be detached from County Fire, its Valley Service Zone and its Zone FP-5, and County Service Area 70 (including both County Fire and CSA 70 spheres of influence reduced) as a function of the reorganization. None of the other agencies are affected by this proposal as they are regional in nature.

10. A plan was prepared for the reorganization area, as required by law. The Plan for Service and Fiscal Impact Analysis, as certified by the City, indicates that the City can maintain and/or improve the level and range of services currently available in the area. A copy of this plan is included as a part of Attachment #2 to this report.

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 Plan for Service and Fiscal Impact Analysis conform to those adopted standards and requirements.

- 11. The reorganization proposal complies with Commission policies and directives and State law that indicate the preference for areas proposed for urban intensity development to be included within a City so that the full range of municipal services can be planned, funded, extended, and maintained.
- 12. The reorganization area can benefit from the extension of municipal services from the City, should the area ever develop.
- 13. This proposal will not affect the fair share allocation of the regional housing needs through the Southern California Association of Government's (SCAG) Regional Housing Needs Allocation (RHNA) process. The area is designated as Commercial by the City of Redland's 2035 General Plan, which does not support residential housing.
- 14. With respect to environmental justice, the reorganization proposal will not result in the unfair treatment of any person based on race, culture or income since the area is vacant and the southerly and easterly neighboring areas already receive water, wastewater, fire protection, and law enforcement services from the City.
- 15. The County of San Bernardino and the City of Redlands have successfully negotiated a transfer of ad valorem property tax revenues upon completion of this reorganization (in this case, a zero dollar transfer since the currently split-property is already assigned to the City for tax purposes). The resolutions fulfill the requirement of Section 99 of the Revenue and Taxation Code.
- 16. The map and legal description, as revised, are in substantial compliance with LAFCO and State standards through certification by the County's Surveyor's Office.

CONCLUSION:

LAFCO 3235 and 3236 are part of a two-step process to correct a mapping error due to the reconfiguration of the parcel boundaries that occurred in the late 1980s. The error resulted in splitting a parcel, APN 0167-171-13, between two jurisdictions – the City of Redlands and the County of San Bernardino. To correct the discrepancy and place the entire parcel within a single jurisdiction, the City of Redlands sphere of influence must be expanded to include the unincorporated portion of the parcel (LAFCO 3235) and that same portion annexed to the City of Redlands (LAFCO 3236). This will result in the entire parcel being located within the City of Redland's jurisdiction. Both the County of San Bernardino and the City of Redlands support the proposed reorganization, and staff has not received any written or oral opposition. The subject parcel is vacant, and the proposal has 100 percent landowner consent.

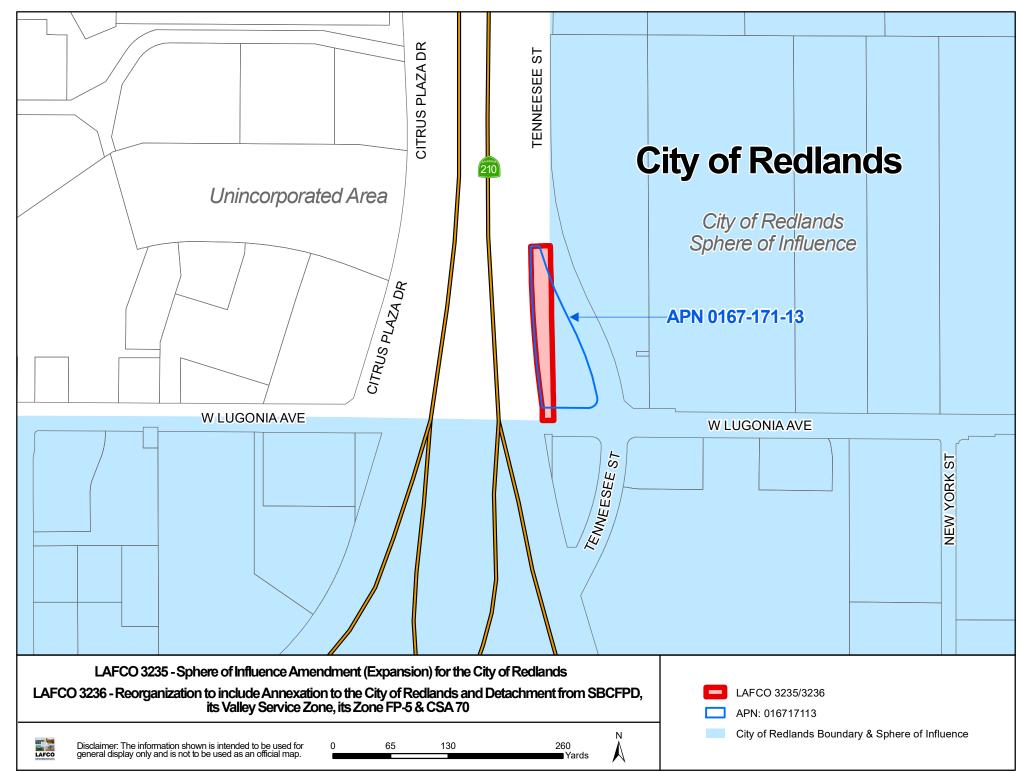
For all of the reasons outlined above and within this report, staff recommends approval of LAFCOs 3235 and LAFCO 3236.

Attachments:

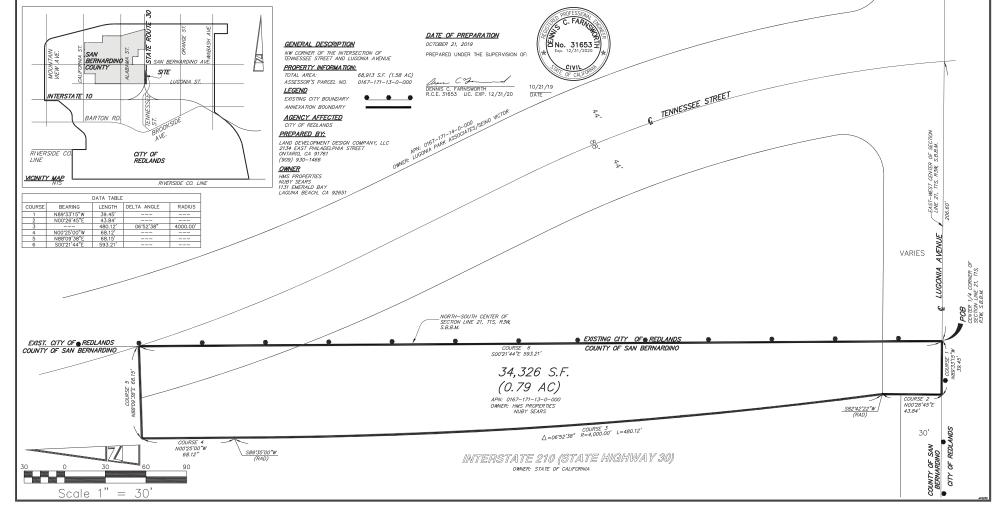
- 1. <u>Vicinity Map and Map of Proposed Sphere of Influence Amendment/Reorganization</u>
- 2. Landowner's Application Forms
- 3. City of Redlands Plan for Service and Fiscal Impact Analysis
- 4. Letter from Majestic Realty Co., March 22, 2014
- 5. Letter from Commission's Environmental Consultant, Tom Dodson, of Tom Dodson and Associates
- 6. Draft LAFCO Resolution No. 3293 (LAFCO 3235)
- 7. Draft LAFCO Resolution No. 3294 (LAFCO 3236)

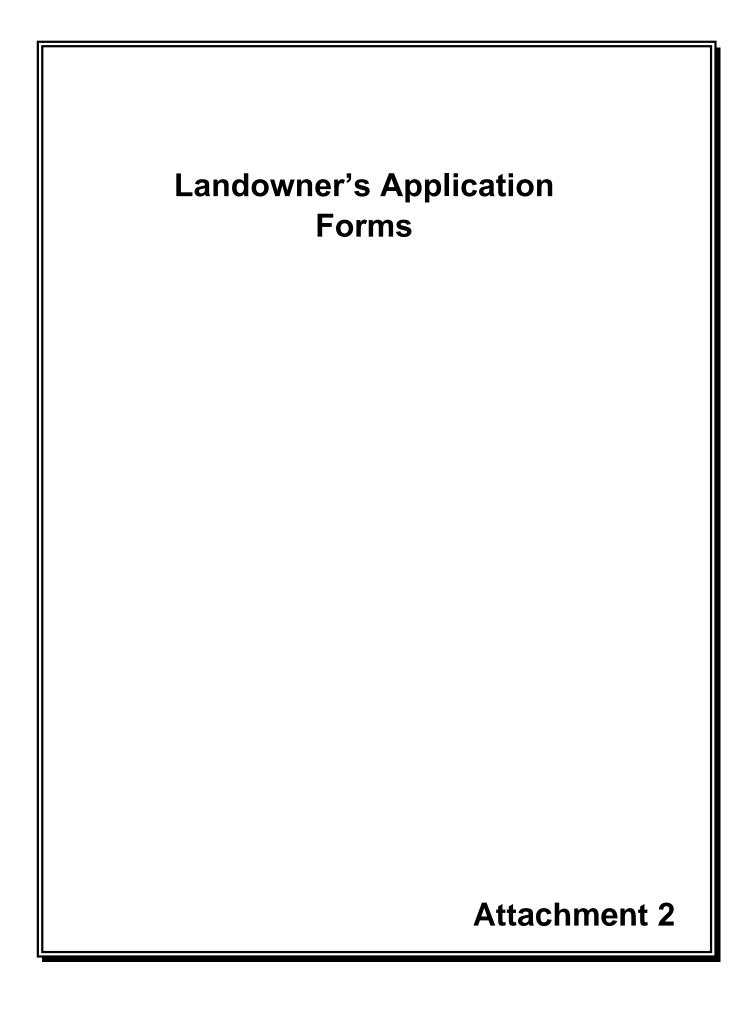
Vicinity Map and Map of Proposed Sphere of Influence Amendment/ Reorganization

Attachment 1



LAFCO NO. 3235- SPHERE OF INFLUENCE AMENDMENT (EXPANSION) FOR THE CITY OF REDLANDS LAFCO NO. 3236- REORGANIZATION TO INCLUDE ANNEXATION TO THE CITY OF REDLANDS AND DETACHMENT FROM THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE, AND ITS ZONE FP-5, AND COUNTY SERVICE AREA 70 (ANNEXATION NO. 93)





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 application to allow the San Bernardino LAFCO, its staff and others to adequately assess the proposal. By taking the time to fully respond to the questions on the forms, you can reduce the processing time for your proposal. 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: PETITION FOR A SPHERE OF INFLUENCDE AMENDMENT & ANNEXATION TO THE CITY OF REDLANDS TO CONSOLIDATE THE JURSIDICTION OF THE ENTIRE PARCEL LOCATED AT THE NORTHWEST CORNER OF WEST LUGONIA AND TENNESSEE STREET(APN: 0167-171-13-0000) UNDER A SINGLE JURISDICTION, AND DETACHMENT FROM THE SAN BERNARDINO FIRE PROTECTION DISTRICT AND ITS VALLEY SERVICE ZONE AND COUNTY SERVICE AREA 70.

2.	NAME OF APPLICANT: Jody Newton, Masterworks, LLC % Hal Sears Revocable Trust				
	APPLICANT 1	ΓΥΡΕ:	X Landowner	Local Agency	
			Registered Voter	Other	
	MAILING ADE	DRESS:			
	360 East Happ	py Canyo	on Road, Castle Rock, C	olorado 80108	
	PHONE:	(303) 8	309-7766		
	FAX:	(303) 6	63-0070		
	E-MAIL ADDR	ESS:	jody@masterworks.cc		

- 3. GENERAL LOCATION OF PROPOSAL: A 1.55-acre of land located at the northwest corner of West Lugonia Avenue and Tennessee Street (APN: 0167-171-13-0000).
- 4. Does the application possess 100% written consent of each landowner in the subject territory? YES X NO I If YES, provide written authorization for change.

Hal Marshall Sears is the owner of the subject parcel and a Landowner Consent form is attached.

5. Indicate the reason(s) that the proposed action has been requested.

Due to the unique jurisdictional situation resulting from a historical appeal on behalf of Majestic Development to de-annex from the City of Redlands in the late 1980's, the 1.55-acre parcel currently straddles the jurisdictional boundary line between the City of Redlands and the County of San Bernardino. In order to proceed with any future development efforts, the subject land must be consolidated within a single governing entity. Therefore, the landowner petitions LAFCO to

1

proceed with a Sphere of Influence Amendment and reorganization to Annex the westerly 0.38acre portion of the parcel into the City of Redlands.

LAND USE AND DEVELOPMENT POTENTIAL

- 1. Total land area of subject territory (defined in acres): Total site includes 1.55 acres. Portion of he total site requested for annexation equates to 0.38-acres of the total site.
- 2. Current dwelling units within area classified by type (single-family residential, multi-family [duplex, four-plex, 10-unit], apartments):

N/A Subject parcel is currently vacant and uninhabited.

3. Approximate current population within area:

71,288 per 2016 census.

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

The City of Redlands City Council has approved Resolution No. 7771 to amend the General Land Use Map for the westerly 0.38-acre portion of the subject property (currently outside City limits) to designate that portion as "Commercial" upon Annexation, to be consistent with the easterly 1.17 acre portion of the subject property (currently within the City's boundary) and is currently designated as "Commercial" on the General Plan Land Use Map.

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

Service Commercial Zone District allows for: agricultural services; manufacturing; storage facilities; commercial entertainment facilities; fitness/health care facility; retail businesses; professional services; parking lots; accessory structures.

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:

There are no expressed land use concerns as identified in the above stated General Plan designations. The City of Redlands Transportation Plan shal adequately serve any allowed land use requirements and no amendments to the Transportation Plan are anticipated.

6. Indicate the existing use of the subject territory.

The property is currently undeveloped vacant land.

What is the proposed land use?

No proposed change of use is requested at this time.

- 7. 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 I NO X If YES, please explain.
- 8. 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 of	or permit	s required:

9. Provide a narrative response to the following factor of consideration as identified in §56668(p): 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:

The requested General Plan Amendment and Annexation to the City of Redlands proposal promotes environmental justice to the extent that it allows the Landowner to legally develop the parcel for a commercial land use, which will provide job opportunities and retail services for all races, cultures and income brackets. No changes to the environment justice profiles as identified in Section 56668 are anticipated.

ENVIRONMENTAL INFORMATION

- 1. Provide general description of topography. Generally flat.
- 2. Describe any existing improvements on the subject territory as <u>% of total area</u>.

Residential0%	Agricultural	0%
Commercial0%	Vacant	0%
Industrial0%	Other	0%

3. Describe the surrounding land uses:

NORTH Highway ROW

EAST Vacant Commercially Zoned development Parcel

SOUTH Existing Express Car Wash

WEST Highway ROW

1.1

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.).

Future development of the site will allow for the City of Redlands build out of the adjacent ROW improvements, including the acquisition of additional City ROW easements, upgrades to existing water and sewer lines located within the adjacent streets, grading and drainage facilities improvements and completion of development resulting in increased tax revenues.

- 4. Will service extensions accomplished by this proposal induce growth on this site? YES X NO Adjacent sites? YES X NO Unincorporated Incorporated X
- 6. Are there any existing out-of-agency service contracts/agreements within the area? YES X NO I If YES, please identify.

The City of Redlands currently provides public services to the entirety of the site so no changes in service providers shall be realized.

7. Is this proposal a part of a larger project or series of projects? YES NO X 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: Jody Newton % Masterworks, LLC TELEPHONE NO. 303-809-7766

ADDRESS: 360 East Happy Canyon Road, Castle Rock, CO 80108

NAME: Hal Marshall Sears

TELEPHONE NO. 949-230-0938

ADDRESS: 1131 Emerald Bay, Laguna Beach, CA 92651

CERTIFICATION

As a part of this application, the City of __REDLANDS__, or the __LAFCO __District/Agency, Masterworks, LLC_ (the applicant) and/or the Hal Sears Revocable Trust (real party in interest landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release 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, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest 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 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.

Hal Marshall Sears % Hal Sear Revocable Trust

Title and Affiliation (if applicable)

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

Х ANNEXATION, DETACHMENT, REORGANIZATION SUPPLEMENT SPHERE OF INFLUENCE CHANGE SUPPLEMENT

X

DATE

CITY INCORPORATION SUPPLEMENT

FORMATION OF A SPECIAL DISTRICT SUPPLEMENT

ACTIVATION OR DIVESTITURE OF FUNCTIONS AND/OR SERVICES FOR SPECIAL DISTRICTS SUPPLEMENT

KRM-Rev. 8/19/2015

SUPPLEMENT ANNEXATION, DETACHMENT, REORGANIZATION PROPOSALS

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

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

ANNEXED TO:

DETACHED FROM:

City of Redlands

San Bernardino County

- 2. 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 X 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.

The City of Redlands Pre-Zoning of the proposed 0.38 acre parcel has been completed as documented in City of Redlands Resolution No.7772 – Approval of Specific Plan Amendment No.44 to the East Valley Corridor Specific Plan, to change the zoning designation to "East Valley Corridor Commercial (EV/GC) for the entire 1.55 acre parcel located at the northwest corner of West Lugonia Avenue and Tennessee Street (APN: 016-171-13-000).

3. For a city annexation, would the proposal create a totally or substantially surrounded island of unincorporated territory?

YES INO X IFYES, please provide a written justification for the proposed boundary configuration.

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

No changes to the existing taxing structures and or tax assessments will result as part of the proposed annexation to the City of Redlands.

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

No existing special taxes, assessments, district charges and or fees will result from the proposed annexation to the City of Redlands.

6. 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.

The subject parcel is not contained within the Williams Act Contract area.

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

The subject parcel is currently zoned as "General Commercial" and development does not anticipate the incorporation of residential units of any nature. Hal Marshall Sears % Hal Sear Revocable Trust

8. **PLAN FOR SERVICES**: Plan of Services Narrative attached.

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

- A. A description of the level and range of each service to be provided to the affected territory.
- B. An indication of when the service can be feasibly extended to the affected territory.
- C. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.
- D. The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.
- E. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
- F. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

CERTIFICATION

As a part of this application, the City of Redlands, or the San Bernardino County District/Agency, Jody Newton % Masterworks, LLC (the applicant) and/or the Hal Marshall Sears(real party in interest - landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release 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, penalties, fines and other costs imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest 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 acknowledge that annexation to the City of Redland or the City of Redlands District/Agency 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 XIIIC and XIIID 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 the documents attached to this form present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE _____

SIGNATURE

Hal Marshall Sears % Hal Sears Revocable Trust

mistee

Title and Affiliation (if applicable)

Plan of Services Narrative attached.

LAFCO 3235 (FOR LAFCO USE ONLY)

SUPPLEMENT SPHERE OF INFLUENCE AMENDMENT

INTRODUCTION: The questions on this form are designed to obtain data about the specific sphere of influence amendment application to allow the Commission, staff and others to adequately assess the application. 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	SPHERE REDUCTION
<u>City of Redlands</u>	

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.

Present land uses: San Bernardino County General Plan designation of Service Commercial Zone District which allows for agricultural services, manufacturing, storage facilities, commercial entertainment, fitness/healthcare, retail, professional services, parking lots, and accessory structures. The County designates the study area as East Valley Corridor Specific Plan/Special Development. The property is currently vacant land.

Planned land uses: City of Redlands General Plan designation of Commercial. No proposed change of use is requested at this time.

The present and probable need for public facilities and services in the area. The property is currently vacant, and there is no proposed change to the land at this time.

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

LAFCO 3235 (FOR LAFCO USE ONLY)

No development is proposed at this time.

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

The social and economic communities of interest are the County, City of Redlands, and the surrounding commercial properties.

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.

No development is proposed at this time.

3. If the sphere of influence amendment 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)

Due to the small size of the proposed sphere change, discussions related to an agreement between the City and County did not occur.

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

<u>N/A</u>		
- , , , , , , , , , , , , , , , , , , ,		 · · · · · · · · · · · · · · · · · · ·

- 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.

- b. Location and characteristics of disadvantaged unincorporated communities within or contiguous to the sphere of influence.
- 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.
- d. Financial ability of agencies to provide services.
- e. Status of, and opportunities for, shared facilities.
- f. Accountability for community service needs, including governmental structure and operational efficiencies.

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/Town of ______, or the ______, or the _______ District/Agency, ______ (the applicant) and/or the _______ (real party in interest - landowner and/or registered voter of the application subject property) agree to defend, indemnify, hold harmless, promptly reimburse San Bernardino LAFCO for all reasonable expenses and attorney fees, and release 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, penalties, fines and other costs, imposed upon or incurred by San Bernardino LAFCO should San Bernardino LAFCO be named as a party in any litigation or administrative proceeding in connection with this application.

As the person signing this application, I will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I understand that if this application is approved, the Commission will impose a condition requiring the applicant and/or the real party in interest 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.

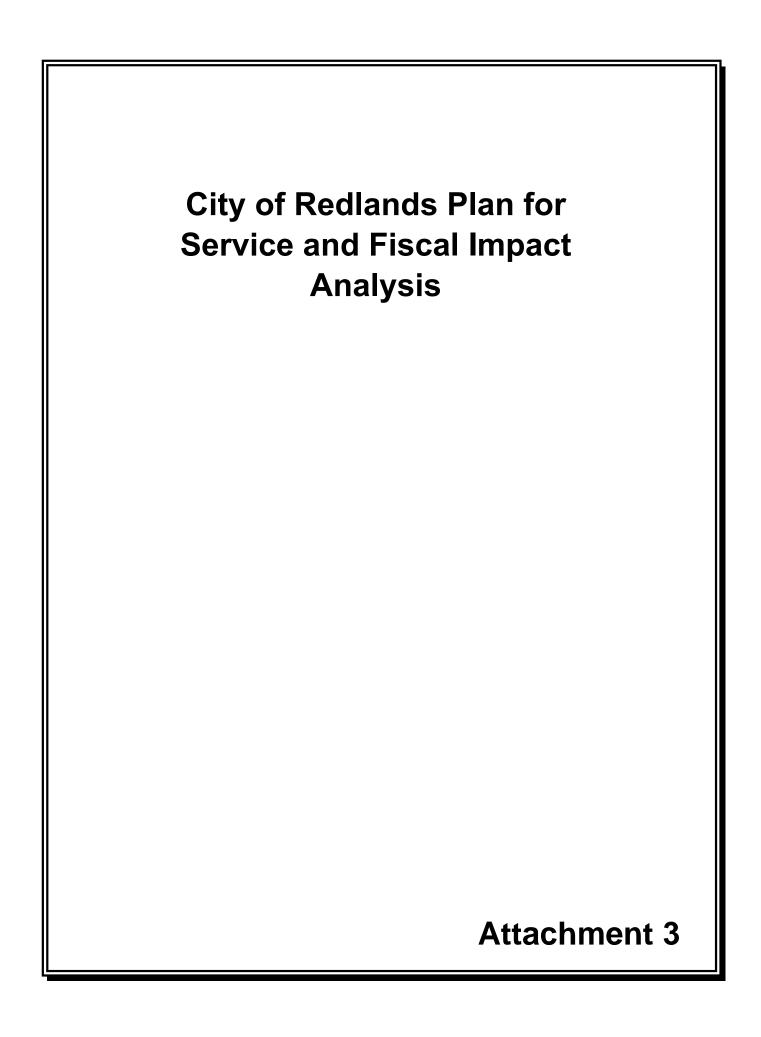
DATE 5/22/19

Jodey Newstar

Printed Name of Applicant or Real Property in Interest (Landowner/Registered Voter of the Application Subject Property)

Title and Affiliation (if applicable)

Rev: krm - 8/19/2015





City of Redlands – Plan for Services

Annexation No. 93, General Plan Amendment No. 138, Zone Change No. 453, and Amendment No. 44 to the East Valley Corridor Specific Plan

I. INTRODUCTION

This Plan of Services evaluates the types and extent of existing municipal services to the Annexation project area as they are currently provided by the City of Redlands, the County of San Bernardino, and other agencies. It also outlines proposed services to be provided to the project upon its annexation to the City of Redlands. This Plan of Services has been prepared as one of the documents required for submission by the City to the San Bernardino County Local Agency Formation Commission ("LAFCO") as part of the annexation application. The purpose of the application for annexation is to change the jurisdictional boundary of the subject property to bring it entirely within the boundary of the City of Redlands, in support of the landowner's petition.

The proposed annexation consists of the westerly portion of one existing property located at the northwest corner of Lugonia Avenue and Tennessee Street, with street address 1200 West Lugonia Street, and totaling approximately 1.73 acres (see Exhibit A). The City boundary bisects the property in the north-south direction, with the easterly half of the property consisting of 0.966062 acre and the westerly half consisting of 0.764435 acre. The proposed boundary adjustment would move the City/County boundary line approximately 64.5 feet to the west, to follow the westerly property line of the subject parcel (see Exhibits B & C).

A portion of the Lugonia Avenue right-of-way within the County and contiguous to the westerly portion is approximately 64 feet long by 43 feet wide; the portion of Tennessee Street right-of-way within the County and contiguous to the northerly tip of the lot is irregular in shape and approximately 100 feet long and 35 feet wide at its widest point. These portions of public right-of-way proposed for annexation total approximately 5,000 square-feet. Combined with the contiguous San Bernardino County right-of-way of the adjacent streets, the total annexation is approximately 1.84 acres.

Currently the property consists of a vacant lot, generally flat and level, undeveloped and unimproved, with non-irrigated natural groundcover. Tennessee Street is located along (abutting) the easterly and northeasterly property boundaries, Lugonia Avenue is located along (abutting) the southerly property boundary, and State Route 210 and related right-of-way is located adjacent to the westerly boundary.

As part of the discretionary actions for the project, the applicant has filed the following applications with the City of Redlands:

- a) A request for **Sphere of Influence Change** for the westerly portion of the parcel (0.764 acre portion of the 1.73 acre property) to detach from the unincorporated area of the County, and place within (expand) the Sphere of Influence for the City of Redlands as prelude to future Pre-Zoning.
- b) A request for a **Pre-Zoning** designation by the City Council for the westerly half of the parcel as prelude to the Annexation. The proposed Pre-Zoning designation would be "East Valley Corridor Specific Plan/Commercial General (EV/CG)."
- c) A request for **Annexation No. 93**, consisting of:
 - Modify the City's Sphere of Influence boundary to follow the westerly property line.
 - Modify the City of Redlands boundary to include ("annex") the westerly portion of the property that currently lies outside the city limit line; this portion would be subject to the Pre-Zoning designation noted above.
 - Remove (detach) the westerly portion of the property that is currently served by the following County service districts: County Service Area 70; San Bernardino County Fire Protection District, Valley Service Zone; and the County's Land Use Services Department.
- d) A request for **General Plan Amendment No. 138** to designate the westerly portion of the subject parcel (0.764 acre portion of the 1.73 acre property) as a Commercial land use designation upon Annexation into the City of Redlands.
- e) A request for **Zone Change No. 453** for the easterly portion of the parcel (currently within the City of Redlands), from East Valley Corridor Specific Plan/Special Development (EV/SD) to East Valley Corridor Specific Plan/Commercial General (EV/CG).
- f) A request for a Specific Plan Amendment No. 44 to modify the boundary of the East Valley Corridor Specific Plan (portion within the City of Redlands) to include the westerly half of the parcel in the East Valley Corridor Specific Plan/Commercial General (EV/CG) district, and change the easterly half of the parcel from EV/SD district to EV/CG district.

Exhibit D is the City's General Plan land use map, and Exhibit E is the City's zone map. Exhibit B shows the proposed City boundary line change; the City limit line and the City's Sphere of Influence line would be one and the same along the westerly property line. Exhibit F provides the Assessor's Map for the subject property (APN 0167-171-13-0000). No changes are proposed to the lot boundaries or lot size.

II. PROJECT DESCRIPTION

The applicant is proposing to annex slightly less than half (approximately 0.764435 acre) of a 1.73-acre parcel into the City of Redlands. The parcel is located on the northwest corner of Lugonia Avenue and Tennessee Street. This single parcel is currently split by the jurisdictional lines of the City of Redlands and the County of San Bernardino. This annexation will consolidate the property under the jurisdiction of the City of Redlands and will allow for the future unencumbered development of the parcel.

The property is currently designated as EV/SD (East Valley Special Development) by the County of San Bernardino's General Plan Land Use/Zoning Map. A majority of the property within the City is already designated as 'Commercial' by the City's General Plan Map. The property is within the East Valley Corridor Specific Plan and is zoned EV/SD (East Valley Special Development). Along with this annexation, a Specific Plan Amendment and Zone Change is being processed by the City to change the zoning designation to Commercial General ("East Valley Corridor Specific Plan/Commercial General" abbreviated as "EV/CG"). On September 5, 2017, the City Council approved the above-referenced zoning actions (however, the effective dates of the ordinances are pending at this time, expected to be October 20, 2017). This annexation will not change the City of Redlands General Plan designation as Commercial land use. All services are currently provided by the City of Redlands, and will continue to serve the site as detailed below.

The area in which the Project is located is divided by the City boundary, and the abovedescribed actions essentially constitute a mapping amendment/correction. Exhibit B shows the location of the proposed annexation (i.e., boundary revision) along the westerly City limit line adjacent to State Route 210. The property abuts urban development.

III. CITY OF REDLANDS MUNICIPAL SERVICES

The following section will provide a comprehensive evaluation of the existing municipal services to the project site, as well as an evaluation of future services upon annexation. Where possible, this report will describe the services to be provided, the feasibility of extending such services, and any upgrades or additional facilities required by the City. City services will commence as soon as the Annexation process by LAFCO has become final. The portion of the parcel being annexed will not experience any noticeable difference in services in the short-term, and in the long-term is expected to receive services comparable to those provided to other City businesses and properties.

A) Fire Department

Fire protection and rescue services for the proposed annexation area is currently provided by the City of Redlands Fire Department. Fire Station 263 (at 10 W. Pennsylvania Ave.) is located 1.2 miles from the subject property, and Fire Station 264 (at 1270 W. Park Ave.) is located 1.4 miles from the subject property. Fire Station 263 is continuously staffed with three personnel with the ability to respond to fire and medical emergencies; one medic engine (for structure fires plus medical response) is available to respond from Station 263. Fire Station 264 is continuously staffed with three personnel with the ability to respond to fire and medical emergencies; one medic engine (for structure fires plus medical response) and one brush engine are available to respond from Station 264. No increase in personnel would be needed to adequately service the annexation area.

The City currently serves the subject property, as the easterly portion is currently within the City of Redlands, and any services to the westerly portion are currently reimbursed through ta contract (tax-sharing agreement) between the City and County for the adjacent County pocket to the west (commonly referred to as the "donut hole" area). At the time of future building permit issuance, impact fees will be required of the project. Impact fees from future development will be applied toward any future increased fire services required to serve the site. Once annexed, fire protection services will be financed using the City's General Fund.

B) Police Department

Law enforcement services for the area are currently being provided by the City of Redlands Police Department. These services will continue to be provided by the City of Redlands once the property has been annexed. The Redlands Police Department is a full-service municipal police agency. The main Police Department facility is located at 1270 W. Park Avenue in Redlands. Additional policing facilities include the Police Annex (administration, investigations and Multiple Enforcement Team), and one off-site office used for processing records. Police staffing includes 80 full-time sworn officers, including 48 who perform patrol duties. The sworn officers are augmented by over 100 volunteers (e.g., Citizen Volunteer Patrol members, Park Rangers, Explorers, Reserve Officers, Chaplains, and aircraft pilots). These units volunteer thousands of hours each year to the Department and the Community. The patrol force is further enhanced by the use of civilian Community Service Officers, as well as contract staff at the station (jail) for 116 hours each week.

The average response time to emergency calls is approximately 6½ minutes, but varies depending upon emergency priority and the location of the responding patrol units at the time of request. The Department has been recently restructured, adding a patrol swing-shift four days each week which resulted in the reduction of response times to most call types.

The Redlands Police Department's Animal Control Unit provides animal control services to Redlands residents six days a week. Officers patrol the streets and respond to calls for service to assist with animal related problems. The Animal Control Unit receives more than 15,000 miscellaneous telephone calls a year and provides field services, kennels, and adoption services. Animal Control responds to a variety of calls for service, and houses lost animals and animals for adoption at the City kennel. Animal Control officers pick up dead, injured, and aggressive animals, and issue citations for code violations pertaining to animals both domestic and wild. In addition, reports of animal cruelty or neglect, animal welfare concerns, animals in distress, noisy animals, and animal bites are handled by the City's animal control officers.

The City currently serves the subject property, as the easterly portion is currently within the City of Redlands, and any services to the westerly portion are currently reimbursed through the sales tax revenue-sharing agreement between the City and County for the adjacent County area (commonly referred to as the "donut hole" area) to the west. No increase in personnel would be needed to adequately service the subject property or vicinity. Once annexed, police protection and animal control services for the site will be financed using the City's General Fund.

C) Quality of Life Department

The City of Redlands Quality of Life Department includes a Street Maintenance Division, Code Enforcement Division, Solid Waste & Recycling Program, and Airport Division (for the Redlands Municipal Airport). Upon annexation, the City would provide all pertinent infrastructure maintenance and related services to future developers and businesses. Such services are funded through the City's General Fund, and revenues are accumulated via monthly fees for services, inspection fees, and other fee-for-service based revenues. The City currently serves more than half of the subject property (the easterly portion currently within the City of Redlands). No increase in personnel would be needed to adequately serve the annexation area or vicinity.

Streets & Parkways

The property to be annexed is served by Tennessee Street and Lugonia Avenue. Tennessee Street is designated by the City of Redlands General Plan as a minor arterial. Its ultimate build-out width will be four lanes with an 88-foot total right-of-way. Lugonia is designated as a major arterial in the Redlands General Plan with a full right-of-way width of 106 feet and four lanes. Currently both streets are maintained by the City of Redlands. The proposed annexation will not trigger the need for extension or widening of these roadways because no development is proposed at this time. Any needed dedication of right-of-way and/or roadway improvements will be required along the project's frontage at the time of future development. These improvements would be funded by any future development project. There is an existing street light located at the southeast corner of the property, within the City of Redlands, and any future development may require additional street lights to be paid for by the developer. Upon the completion of the annexation, the City of Redlands (Municipal Utilities & Engineering Department and the Quality of Life Department) will continue to maintain the City roadways adjacent to the site under the City's jurisdiction.

Storm Drain System

Drainage in the project area is currently handled through gutters and ditches along the adjacent streets and a concrete drainage ditch located to the west of the property within the Cal Trans right-of-way. A 48-inch (48") box culvert abuts the project site along the west boundary (within Cal Trans right-of-way). Flows within this concrete ditch are then directed north toward the Santa Ana River Wash. Also, a 72-inch (72" or 6-feet) reinforced concrete pipe is located to the south of the property within the Lugonia Avenue right-of-way. At this time, the City of Redlands maintains the existing street and catch basin system directing

drainage flows to the Cal Trans drainage. The concrete drainage ditch is currently maintained by Cal Trans. Drainage from any future development on-site will be directed to local catch basins and then to the connecting drainage lines in the vicinity. Improvements to facilities required to service any future development would be funded by the developer through the construction of improvements and/or through development impact fees. The maintenance of these facilities will be unchanged by the annexation.

Solid Waste

Currently the property is vacant and requires no solid waste services. No new development is currently proposed. Service to any new development in the proposed annexation area would be provided by the City of Redlands. The City of Redlands, California Street Landfill has sufficient capacity to provide disposal of City waste through 2042 or beyond. This capacity projection includes anticipated growth within the City. Further, City solid waste collection services include recycling and green waste collection to mitigate disposal from waste generation. Solid waste collection and disposal capital costs to meet new demand will be offset by development impact fee charges that will be paid by the developer at the time of any development within the proposed annexation area. Operation and maintenance costs would be offset by user fees.

D) Municipal Utilities & Engineering Department

The City of Redlands has master-planned water production and distribution facilities; wastewater collection and treatment facilities; and, solid waste collection and disposal facilities to serve the annexation area. This department also provides services related to the capital improvement program, engineering design review and development review, traffic engineering, and related inspection services, which can serve the annexation area.

Such services are funded through the City's General Fund, and revenues are accumulated via fees for services, inspection fees, development impact fees, and other fee-for-service based revenues. The City also provides water and sewer service to the area through a tax sharing agreement with the County for the City to provide water and wastewater services within the adjacent County ("donut hole") area. The City currently serves more than half of the subject property (the easterly portion currently within the City of Redlands). No increase in personnel would be needed to adequately serve the annexation area or vicinity.

<u>Water</u>

All of the proposed annexation area is within the City of Redlands water service area, and the City of Redlands has historically provided water service to the annexation area. Water production is available from the City's Hinkley Water Treatment Plant and several wells in the surrounding area. The primary reservoirs that serve the site's pressure zone (1570) providing water pressure and fire storage are: Reservoir 10 - Highland Avenue; Reservoir 14 - Smiley Heights; and Reservoir 15 - Dearborn. The site is also within the Lugonia Water Co./Bear Valley jurisdiction. Water system production and transmission capital costs will be offset by development impact fees paid by the developer of any project within the proposed annexation area. Operations and maintenance costs will be offset by user fees upon the completion of any future development project. Currently, a 30-inch (30") concrete

water line is located adjacent to the project within the Lugonia Avenue right-of-way. The subject property is served by an existing 6-inch (6") service lateral; future development of the property would require additional laterals and related facilities to be paid for by the developer at the time of future development. The property owner will be responsible for connecting to the water distribution main and paying all appropriate meter and development impact fees.

Wastewater

Existing City of Redlands sewer facilities are adjacent to the project. A 10-inch pipe is located directly to the south of the property in the Lugonia Avenue right-of-way and ties into a 30-inch diameter pipe directly to the south of the property (within Tennessee Street). The City of Redlands currently provides water treatment for the site and surrounding project area at the Redlands Water Treatment Facility located on North Nevada Street. The facility currently employs a staff of 23 plus 6 Operator-in-training volunteers and operates on a continuous basis. The facility has the ability to process 9.5 million gallons of wastewater per day and is currently processing about 6 million gallons per day. The proposed annexation will not result in an immediate change in the site's demand for water or wastewater as it is a change in jurisdictional boundary only and no immediate development is proposed. Future development of the site will require the extension water and wastewater facilities into the property for service. Due to the size of the site, it is not anticipated that future development would trigger the need for system upgrades. At the time of future development, impact fees will be required. Development Impact Fees will contribute to costs associated with the future expansion of services. Water treatment will continue to be provided by the City of Redlands upon the completion of the annexation.

E) Development Services Department

The City of Redlands Development Services Department includes a Planning Division, Building & Safety Division, and Economic Development Division. Upon annexation, the City would provide all pertinent land development, environmental review, permitting, inspection, business licensing, and related services to future developers and businesses. Such services are funded through the City's General Fund, and revenues are accumulated via application fees, permit fees, inspection fees, development impact fees, and other fee-forservice based revenues. No increase in personnel would be needed to adequately serve the subject property or vicinity.

F) Other City Departments and Public Services

Other departments of the City of Redlands would provide additional related services to developers, businesses, visitors, and residents. These other departments or services include: public libraries, economic development assistance, One Stop Permit Center, emergency management, parks and recreation facilities and services, meeting facilities, numerous appointed boards and commissions, etc. Such services are funded through the City's General Fund, which is derived from tax assessments as well as fee-for-service based revenues. No increase in personnel would be needed to adequately service the subject property or vicinity.

IV. OTHER LOCAL AND REGIONAL SERVICES

A) California Department of Transportation

The California Department of Transportation (Cal Trans) currently maintains the right-ofway for State highways, including the landscape areas adjacent to the highways. Cal Trans also maintains the on-ramps, off-ramps, traffic signs and signals, and may exercise jurisdiction over certain local intersections immediately adjacent to State highways/ramps that provide vehicle access. There would be no impacts or cost increases to County or City services or personnel in terms of State highway maintenance. Once annexed, the State will continue to maintain the State highways and related facilities.

B) Public Transit

Omni Trans currently provides public transit and bus service in the vicinity of the project site. Route 15 currently passes directly adjacent to the project site along Lugonia Avenue. Ridership fees currently paid to Omni Trans support the service. There would be no impacts or cost increases to County or City services or personnel in terms of public transit services. Once annexed, Omni Trans will continue to provide public transit services in the vicinity.

C) Medical Transport Services

Ambulance and medical transport services are provided throughout Redlands by American Medical Response, Inc. (AMR). AMR Ambulance is a publicly-traded corporation with locations nationwide, and provides ground- and air-based medical transportation services within Redlands and the surrounding areas. AMR has an exclusive operating area agreement for ambulance transport in Redlands as issued by the County of San Bernardino. AMR currently has a physical location in Redlands at 1930 West Park Avenue, consisting of an office building and support facilities, at which are based at least twenty ambulance vehicles. AMR bills for its services directly to the consumer. There would be no impacts or cost increases to City response capabilities or personnel in terms of ambulance or medical transportation services. Once annexed, AMR Ambulance will continue to provide medical transportation services in the vicinity.

D) School Districts

The entire proposed annexation area is currently situated within the boundaries of the Redlands Unified School District. The District serves communities of Redlands, Loma Linda, Mentone, Forest Falls, and portions of San Bernardino and Highland, covering an area of 157 square miles. Current enrollment for grades K-12 is approximately 21,170 students. The District is composed of 15 elementary schools, 4 middle schools (Beattie, Cope, Clement and Moore) and 3 high schools (Redlands, Redlands East Valley and Citrus Valley High Schools). Elementary school serves grades K-5, middle school grades

6-8 and high school grades 9-12. The School District is financed through property taxes and the State of California. The Redlands Unified School District will continue to provide services to the subject property after annexation to the City of Redlands. However, any future development of the subject property is not expected to generate any new students, since future development will be commercial or industrial types of uses (and not residential) as may be allowable in East Valley Corridor Specific Plan.

E) Other County Services

Numerous other County services that are commonly available to all County taxpayers will continue to be available to the project site and future businesses. The most frequently utilized services are described below.

Regional Flood Control

Regional and local flood control protection for the annexation areas as well as the City is currently provided by the County Flood Control District (Zone 3). The County Flood Control District plans, funds, designs, constructs and maintains main flood control facilities. The District provides local and regional storm drains, channels, retention and infiltration basins, and dams. Zone 3 covers an area of 366 square miles, which includes the Cities of Redlands, Loma Linda, Highland, and Yucaipa. Flood control services are funded through property tax revenues. No changes are proposed as a result of the annexation.

Vector Control

The San Bernardino County Vector Control Program office is located at 2355 East 5th Street in San Bernardino. The Vector Control Program offers services to all cities within the County, including: public pools, apartments, hotels, schools, water parks, sewage tanks, and pump trucks. Complete services are available to all unincorporated areas. The main functions of the program are to respond to service requests, monitor vector borne diseases such as the West Nile virus, inspection of poultry ranches and abatement of sewer systems and flood control basins. Upon annexation, all services will continue to be provided by the San Bernardino County Vector Control Program. Vector control services are funded by the County through property assessments. No changes are proposed as a result of the annexation.

Public Health Department

The San Bernardino County Public Health Department office is located at 2355 East 5th Street in San Bernardino. The Public Health Department offers a variety of services to all cities within the County, including: environmental health services, public health laboratory, community outreach, preparedness and response, health education, family health services, WIC, and children's services. The main function in terms of business operation would be environmental health services, such as inspecting restaurants and other businesses, and preventing food-borne illnesses. Upon annexation, all services will continue to be provided by the San Bernardino County Public Health Department. Business inspections are funded by the County through application fees, inspection fees, property assessments, and fines. No changes are proposed as a result of the annexation.

V. CONCLUSION

The San Bernardino County Local Agency Formation Commission has previously identified the City of Redlands as the logical service provider for the annexation project area by placing the area within the City's Sphere of Influence. The proposed annexation is consistent with existing map boundaries and City boundaries, and is essentially a mapping amendment, for one single property that is divided by the City boundary. Future employees of the project area will receive a sufficient level of high-quality municipal services provided by the City of Redlands, especially in the areas of police, fire, engineering and infrastructure, utilities, planning, and building inspection services.

N. Enrique Martinez

City Manager

Exhibits:

- A Location Map
- B Proposed City Boundary Change & Sphere of Influence Change
- C Aerial Photo
- D City of Redlands General Plan Land Use Map
- E City of Redlands Zone Map
- F County Assessor's Parcel Map
- Prepared by: B. Foote, City Planner/Planning Manager
- Reviewed by: C. Boatman, Quality of Life Director
 - M. Garcia, Police Chief
 - J. Frazier, Fire Chief
 - M. Pool, Interim MUED Director
 - D. Young, One Stop Permit Center Manager

EXHIBIT A: LOCATION MAP

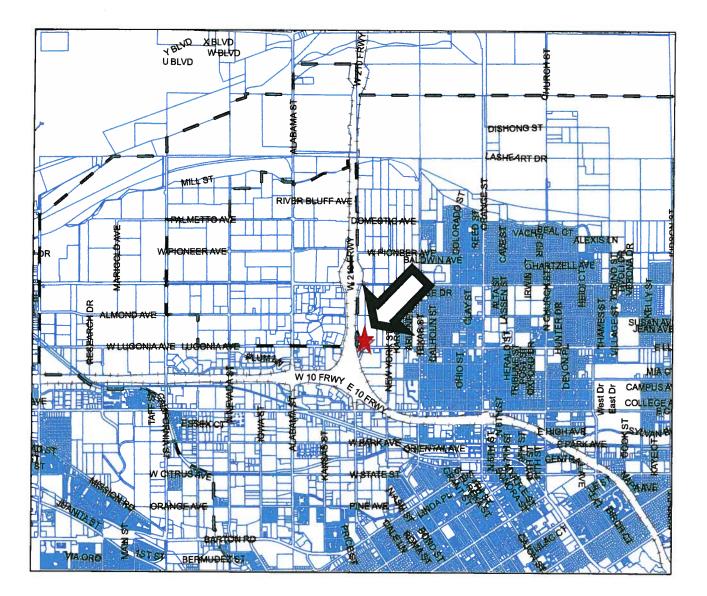


EXHIBIT B: PROPOSED CITY BOUNDARY CHANGE & SPHERE OF INFLUENCE CHANGE

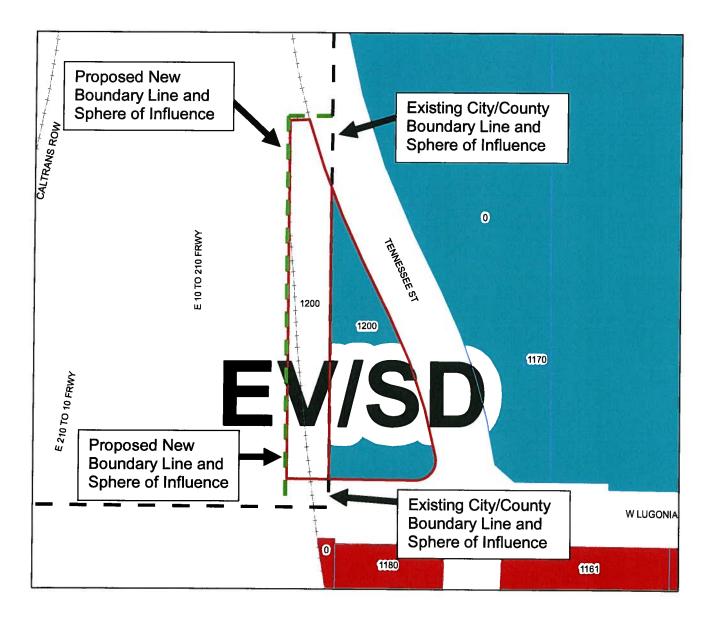


EXHIBIT C: AERIAL PHOTO



EXHIBIT D: CITY OF REDLANDS GENERAL PLAN LAND USE MAP (EXPAND COMMERCIAL DESIGNATION TO ANNEXED PORTION OF PROPERTY)

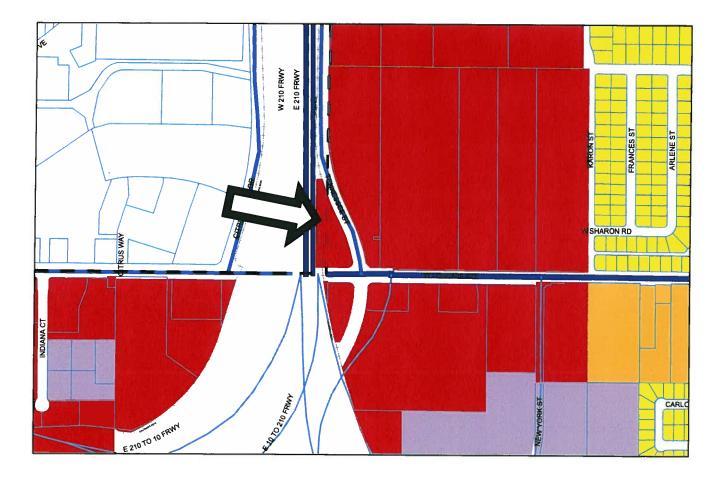


EXHIBIT E: CITY OF REDLANDS ZONE MAP (EXISTING AND PROPOSED)

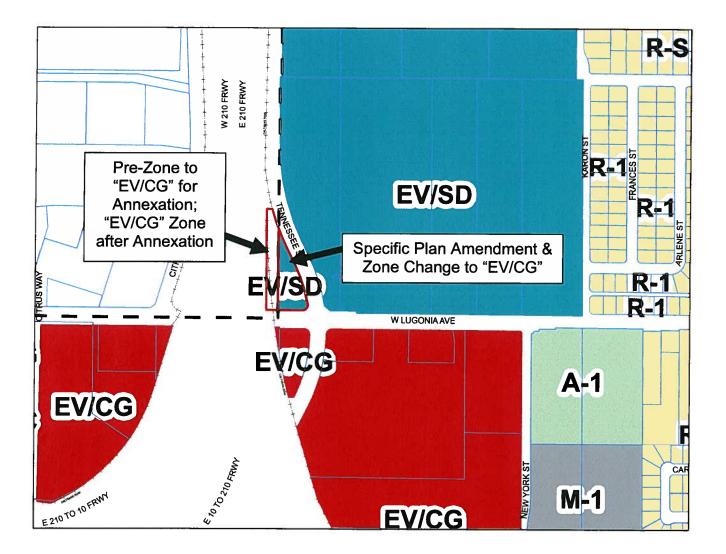
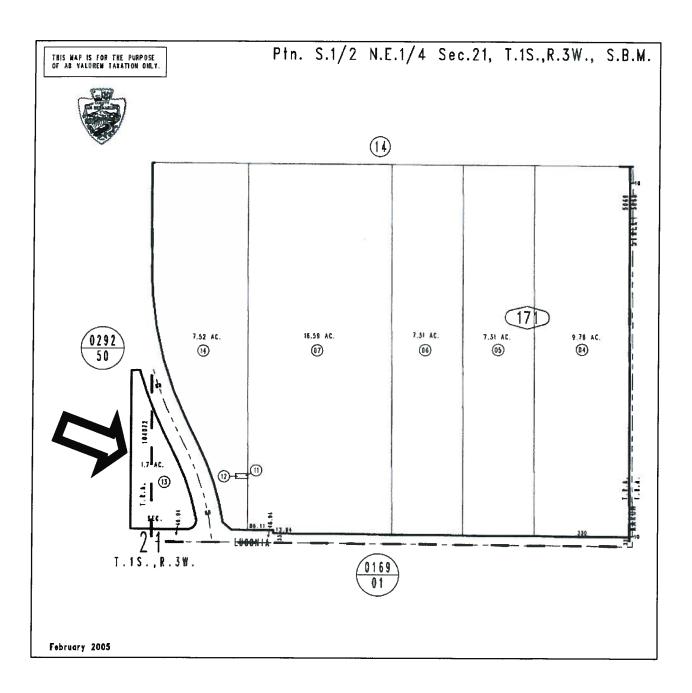


EXHIBIT F: COUNTY ASSESSOR'S PARCEL MAP





FISCAL IMPACT ANALYSIS

Annexation & Sphere of Influence Change for the City of Redlands

BACKGROUND:

- 1. <u>Project Title</u>: LAFCO Application for Annexation and Sphere of Influence Change
- 2. <u>Project Location</u>: Northwest corner of Lugonia Avenue and Tennessee Street, with street address 1200 West Lugonia Street (APN: 0167-171-13-0000).
- 3. <u>Project Proponent's Name and Address</u>: Jody Newton, Masterworks LLC, 360 E. Happy Canyon Rd., Castle Rock, CO. 80108, on behalf of the property owner.
- 4. <u>City of Redlands General Plan Designation</u>: Commercial (existing no change)
- 5. <u>City of Redlands Zoning Designation</u>: East Valley Corridor Specific Plan/Commercial General (EV/CG) zone for the easterly 0.966-acre portion of subject property within the City of Redlands boundary.
- 6. <u>County of San Bernardino Zoning Designation</u>: The westerly 0.764-acre portion of property is in the County's jurisdiction, and designated as East Valley Corridor Specific Plan/Special Development (EV/SD) zone.
- 7. <u>Description of Project</u>: The applicant is proposing to annex slightly less than half (approximately 0.764 acre) of a 1.73-acre parcel into the City of Redlands. The parcel is located on the northwest corner of Lugonia Avenue and Tennessee Street. This single parcel is currently split by the jurisdictional lines of the City of Redlands and the County of San Bernardino. This annexation will consolidate the property under the jurisdiction of the City of Redlands and will allow for the future development of the parcel unencumbered by split jurisdiction.

Figure A shows the location of the proposed annexation (i.e., boundary revision) along the westerly City limit line adjacent to State Route 210. The City boundary divides the property in the north-south direction, with the easterly half of the property consisting of 0.966062 acre and the westerly half consisting of 0.764435 acre. The proposed boundary adjustment would move the City/County boundary line approximately 64.5 feet to the west, to follow the westerly property line of the

subject parcel (see Exhibits B & C).

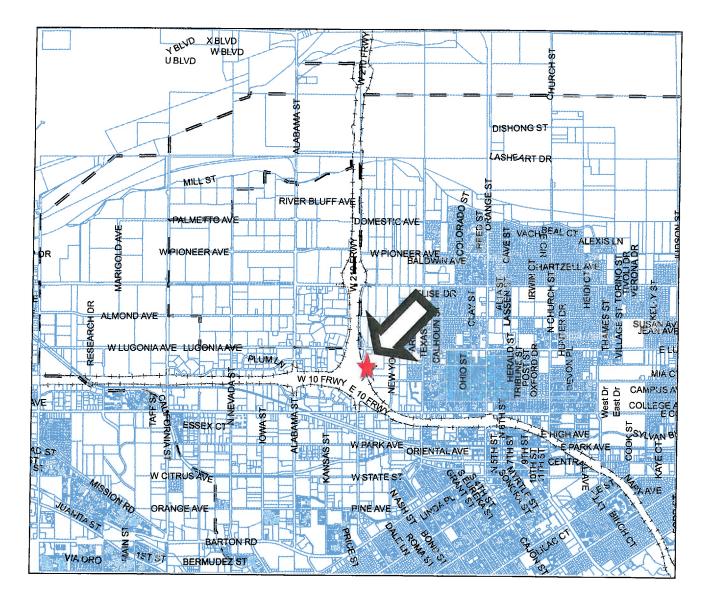
Currently the property consists of a vacant lot, uninhabited, generally flat and level, undeveloped and unimproved, with non-irrigated natural groundcover. Tennessee Street is located along (abutting) the easterly and northeasterly property boundaries, Lugonia Avenue is located along (abutting) the southerly property boundary, and State Route 210 and related right-of-way is located adjacent to the westerly boundary.

The portion of property proposed for annexation is currently designated as EV/SD (East Valley Special Development) by the County of San Bernardino's General Plan Land Use/Zoning Map. It is designated Commercial by City of Redlands 2035 General Plan. The majority of the property is located within the City of Redlands and is zoned Commercial General (EV/CG) within the East Valley Corridor Specific Plan. The City of Redlands completed Pre-Zoning for the westerly portion of the property (outside the City boundary) in October 2017 as "East Valley Corridor Specific Plan/Commercial General (EV/CG)." As a result, after annexation, the entire parcel will be deisganted as EV/CG within the City of Redlands. The property is surrounded by urban development. All public services are currently provided by the City of Redlands, and will continue to service the site.

8. <u>Surrounding Land Uses and Setting</u>: Commercial properties to the south and east, and Highway 210 to the west and north. The East Valley Corridor Specific Plan surrounds the subject property on all sides (EV/SD to the north, east, and west; and EV/CG to the south). Tennessee Street abuts the site on the east side, and curves to the northwest to form the property's east and north boundaries. Lugonia Avenue abuts the site on the south side. Highway 210 right-of-way and landscape abuts the site on the west side.

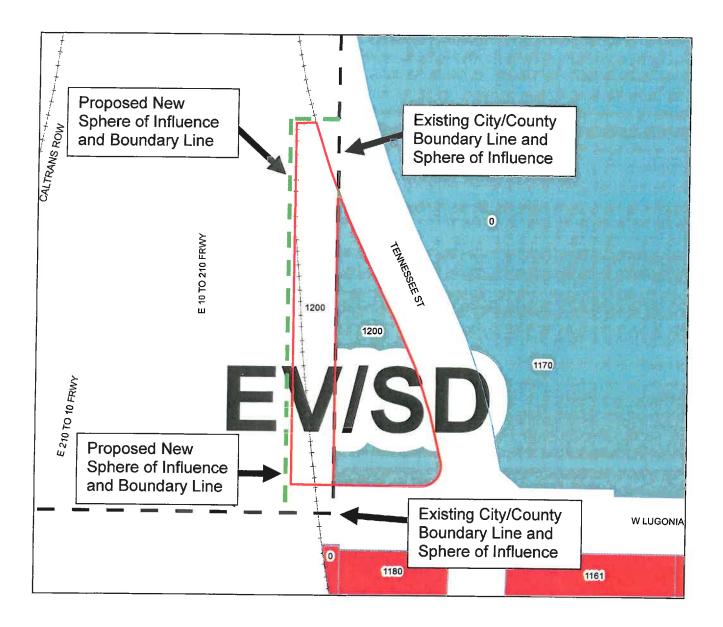
Fiscal Impact Analysis Annexation & Sphere of Influence Change Page 3 of 17

EXHIBIT A: LOCATION MAP



Fiscal Impact Analysis Annexation & Sphere of Influence Change Page 4 of 17

EXHIBIT B: PROPOSED CITY BOUNDARY CHANGE & SPHERE OF INFLUENCE CHANGE



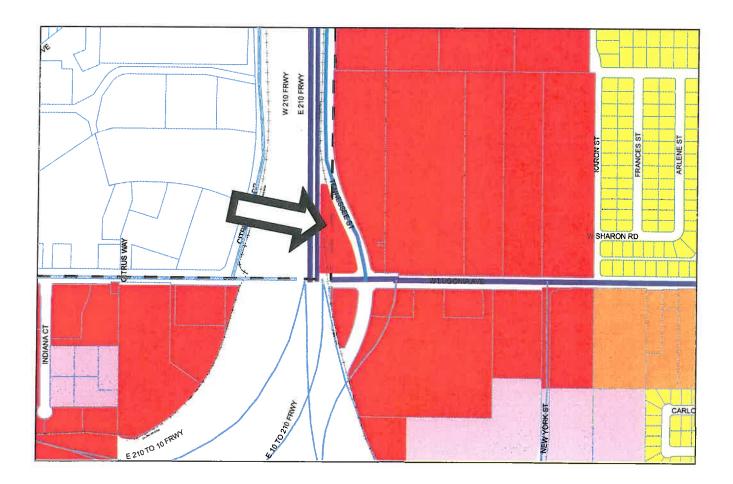
Fiscal Impact Analysis Annexation & Sphere of Influence Change Page 5 of 17

EXHIBIT C: AERIAL PHOTO

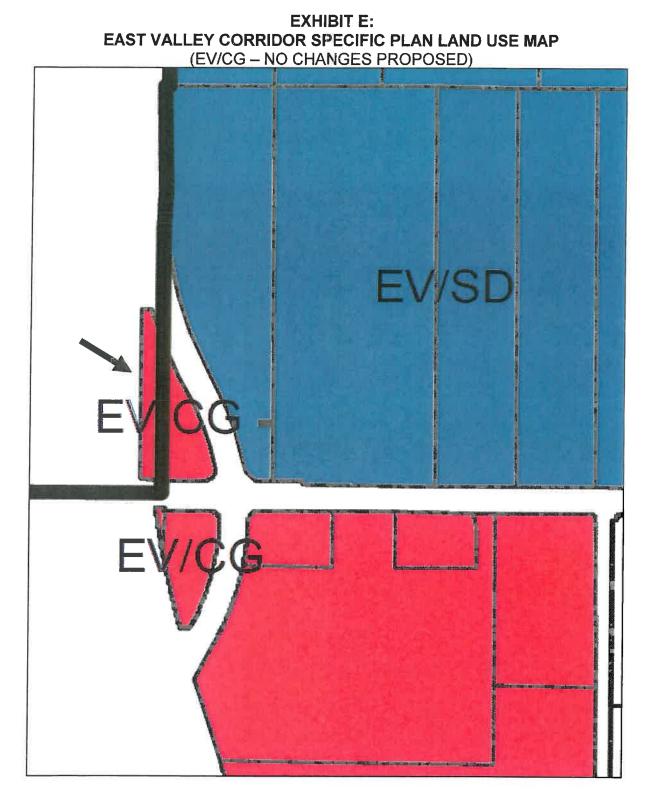


Fiscal Impact Analysis Annexation & Sphere of Influence Change Page 6 of 17

EXHIBIT D: CITY OF REDLANDS GENERAL PLAN LAND USE MAP (COMMERCIAL – NO CHANGES PROPOSED)

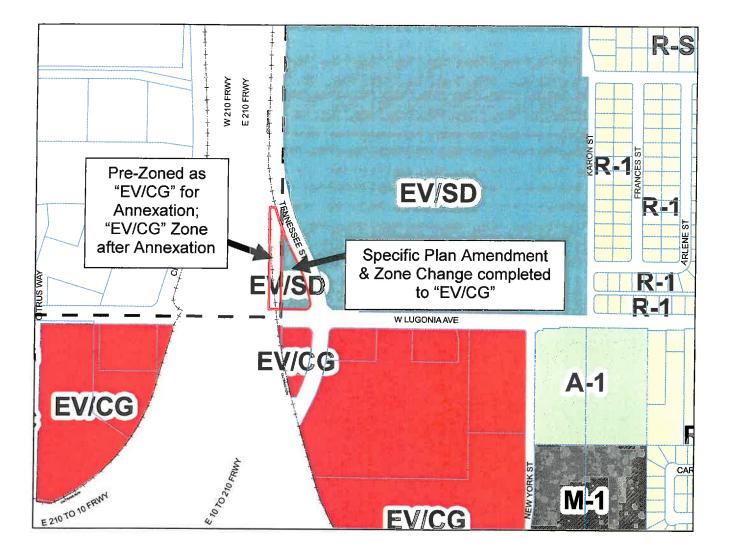


Fiscal Impact Analysis Annexation & Sphere of Influence Change Page 7 of 17



Fiscal Impact Analysis Annexation & Sphere of Influence Change Page 8 of 17

EXHIBIT F: CITY OF REDLANDS ZONE MAP (EXISTING)



SUMMARY OF FISCAL IMPACTS AS A RESULT OF ANNEXATION:

At this time, all property taxes are directed to the City of Redlands, as the majority of the subject property is already within the City of Redlands boundary. The following information was provided by the County of San Bernardino Treasurer/Tax Collector's office.

Year	Bill Number	Tax Rate Area	Total Taxes Paid
2015	150063865	0005069	\$13,477.95
2016	160063777	0005069	\$15,060.09
2017	170063535	0005069	\$17,070.43

Upon annexation, there are no changes expected to the distribution of property taxes. One hundred percent (100%) of the property taxes will be directed to the City of Redlands, and the City already provides sufficient public services to the entire parcel including police and fire protection services. No changes are anticipated in terms of taxes or fiscal impacts to the City or to the County as a result of the Annexation and Sphere of Influence Change.

COST/BENEFIT FACTORS:

The cost/benefit factors are evaluated independently using the City's cost/benefit model. A positive or negative cost/benefit ratio will be derived by evaluating projects. The complete model used to evaluate the proposal is available in the Development Services Department. A summary of that analysis is provided here:

<u>Proposed Project</u>: No development is proposed at this time. The current request is for the Annexation of a portion of an existing property into the City of Redlands (essentially a mapping correction on a parcel that is divided by the City boundary). At the time of future development, a Socio-Economic Evaluation will be performed for the specific development proposal. According to the Cost Benefit Model used by the City, the Annexation (without any proposed development at this time) will provide the City approximately \$0.00 in additional revenue, and additional costs of \$0.00, resulting in a Cost/Benefit Ratio of 0.0 until such time as the property is developed. The discussion in the following sections analyzes the No Project scenario.

Future development of the property could include a variety of retail, commercial services and/or office uses consistent with Commercial General (EV/CG) zoning regulations (see pages D3-42 to D3-44 of the East Valley Corridor Specific Plan). Specific types of uses could include: retail stores, commercial services to individuals and business establishments, repair and services, hotels, theaters and entertainment venues, and other conditionally permitted uses as allowed in the Administrative Professional and the Neighborhood Commercial districts. Future development would be expected to result in a positive Cost/Benefit Ratio to the City. At the time of future development, a Socio-Economic Cost/Benefit Report and detailed quantitative analysis will be prepared for the specific development proposal.

PUBLIC INFRASTRUCTURE AND EFFECT ON THE CITY OF REDLANDS:

Identify the public infrastructure required for development of this project and identify the source(s) of funding for these improvements. Identify the effects of such development upon the City of Redlands.

List of public infrastructure required for the project:

<u>Proposed Project</u>: No development is proposed at this time. The annexation and boundary change will not affect infrastructure at this time. At the time of future development, the applicant will provide the infrastructure as required by the City's Municipal Utilities & Engineering Department. The developer will also be required to construct or install all required off-site improvements as well as on-site improvements, in accordance with the Redlands Municipal Code and any other applicable regulations.

Sources of funding for these improvements to include developer installed payment of impact fees, assessment districts, etc.:

<u>Proposed Project</u>: At the time of future development, the developer will be required to pay the City's impact fees in effect at the time of permit issuance, as required by the Redlands Municipal Code.

The effect of the project upon the City of Redlands relative to public infrastructure is as follows:

<u>Proposed Project</u>: The current proposal does not impact any existing public infrastructure systems. The existing parcel is currently vacant and unimproved, and will remain so after annexation. Future development may occur after the year 2019, although no specific proposal has been submitted to the City at the present time. At the time of future development, the developer will be required to pay the City's applicable Development Impact Fees in effect as well as construct improvements on and adjacent to the subject property (to be determined by the City's Municipal Utilities & Engineering Department).

BENEFITS OF THE PROJECT TO THE CITY OF REDLANDS:

The following is further discussion and a list of benefits that can be attributed to the proposed project. The benefits may fall into the categories identified below. Each benefit identified will be described in detail with supporting reasons as to how the item will result in benefits to the City of Redlands.

A. Citrus Enhancements or Preservation. Does the project preserve citrus? The following are accepted ways to enhance or preserve citrus which may be determined to be a benefit to the City of Redlands.

- 1. Provide conservation easement(s) on citrus groves the City hopes to preserve.
- 2. Acquire citrus grove(s) and donate all or a portion of the grove to the City.
- 3. Enhance viability and productivity of existing groves by enhancing irrigation or adding frost water.
- 4. Maintain a viable buffer of citrus around the project (at least 3 rows).
- 5. Other ways to preserve citrus.

If this project provides benefit(s) that apply to citrus enhancement or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No citrus groves or other agricultural uses occur on the subject property, and none occur in the immediate vicinity of the subject property. The community will not experience any impacts as a result of future effects on citrus. No development is proposed at this time. The current request is for the annexation of a portion of an existing property into the City of Redlands.

B. Cultural Enhancements or Preservation. Does the project enhance or preserve cultural aspects of the community? The following are accepted ways to enhance and/or preserve cultural aspects of the community which may be determined to be a benefit to the City of Redlands.

- 1. Contributes to "art in public places" concept to a minimum of 1% of total project value.
- 2. Contributes to the alleviation of problems at cultural sites.
- 3. Provides an electronic library available to the public.
- 4. Enhances or contributes to current services or cultural resources.
- 5. Contribute to performing arts venues.

If this project provides benefit(s) that apply to cultural enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: The proposal does not propose contributions or enhancements to cultural aspects of the community. No development is proposed at this time. The current request is for the Annexation of a portion of an existing property into the City of Redlands. At the time of future development, the developer will pay the

City's established Development Impact Fees and would also result in additional revenue from increased property tax assessment, business license tax, and other revenue sources that will indirectly provide funding.

C. Heritage Enhancements or Preservation. Does the project enhance or preserve heritage aspects of the community? The following are accepted ways to enhance and/or preserve heritage aspects of the community which may be determined to be a benefit to the City of Redlands.

- 1. Renovates existing historic homes.
- The project has design features which include garage doors do not face street; 50% wrap around porch on 1-1/2 sides; broad overhangs on roof; driveway located on the side of house or a circular drive; decorative wood, masonry or wrought iron fence.
- 3. Adaptive reuse of historic structures in appropriate zones.
- 4. Forming a new or annexing to an existing historic district.
- 5. Designation of a structure as an individual historic resource.

If this project provides benefit(s) that apply to heritage enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: The subject property is currently vacant and unimproved. The subject property is not located within a Historic and Scenic District, the site does not contain any historical structures, and the site is not considered a Historical Resource under CEQA pursuant to Public Resources Code §5020.1(q) and §15064.5. Since no California or Local Register-listed or eligible resources are located within the project site, the project will not cause a substantial adverse change in the significance of a known Historical Resource.

D. Architectural Enhancements. Does the project enhance architectural aspects of the community? The following are accepted ways to enhance architectural aspects of the community which may be determined to be a benefit to the City of Redlands.

- 1. Provide architectural or decorative enhancements to the project which exceed normal architectural standards.
- 2. Trees or other landscaping amenities that exceed minimum requirements.
- 3. Contribution of off-site enhancements in the public right-of-way, such as sidewalk installation and street tree replacement.
- 4. Assisting in undergrounding of utility lines.

If this project provides benefit(s) that apply to architectural enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No development is proposed at this time. The current request is for the annexation of a portion of an existing property into the City of Redlands. The most likely future development would consist of commercial and/or retail types of businesses, consistent with those allowed in the East Valley Corridor Specific Plan/Commercial General (EV/CG) zoning district. Architectural review will occur at the time of future application for entitlements to the property.

E. Historic Downtown Enhancements or Preservation. Does the project enhance or preserve the historic downtown of the community? The following are accepted ways to enhance and/or preserve the historic downtown of the community which may be determined to be a benefit to the City of Redlands.

- 1. Contributes financially to viability of core downtown within expanded downtown.
- 2. Renovate old buildings.
- 3. Within an expanded downtown extends DRBA streetscape enhancements.
- 4. Contributing to the restoration of original building facades of existing structures
- 5. Re-establishing historical "pedestrian oriented" street frontages where original buildings have been removed.
- 6. Provides unique adaptive use of historic building.
- 7. Contributes to alternative means of transportation.

If this project provides benefit(s) that apply to historic downtown enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: The project is not located within the downtown district. No development is proposed at this time. The current request is for the annexation of a portion of an existing property into the City of Redlands. At the time of future development, the developer will pay the City's established Development Impact Fees and would also result in additional revenue from increased property tax assessment, business license tax, and other revenue sources (which will indirectly provide funding that could be utilized to enhance and/or maintain the downtown district).

F. Job Enhancements. Does the project enhance jobs for the community? The following are accepted ways to enhance jobs for the community which may be determined to be a benefit to the City of Redlands.

- 1. Provides jobs for the community.
- 2. Brings in revenue from outside the city.
- 3. Internship opportunities for students at universities, high school and colleges.

If this project provides benefit(s) that apply to job enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No development is proposed at this time. The current request is for the annexation of a portion of an existing property into the City of Redlands. At the time of future development (likely to be commercial and/or retail development consistent with those allowed in the EV/CG zoning district), numerous jobs will be created including permanent as well as construction jobs.

G. Open Space Enhancements or Preservation. Does the project enhance or preserve open space aspects of the community? The following are accepted ways to enhance and/or preserve open space within the community which may be determined to be a benefit to the City of Redlands.

- 1. Hardscape feature that enhances wildlife-water/food/ shelter.
- 2. Enhanced landscape on commercial project which conceals infrastructure.
- 3. Waterscaping which increases illusion of open space.
- 4. Provides open space in addition to zoning requirement.
- 5. Provides a Planned Residential Development
- 6. Provides a usable conservation easement across open space in perpetuity.
- 7. Preserves access for wildlife migration corridor.
- 8. Provides undisturbed refuge area for wildlife.

If this project provides benefit(s) that apply to open space enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No development is proposed at this time, and the proposal will not affect open space or preservation. The current request is for the annexation of a portion of an existing property into the City of Redlands. The most likely future development would consist of commercial and/or retail types of businesses, consistent with those allowed in the East Valley Corridor Specific Plan/Commercial General (EV/CG) zoning district. Open space and landscape design review will occur at the time of future application for entitlements to the property.

H. Park Enhancements or Preservation. Does the project enhance or preserve parks of the community? The following are accepted ways to enhance and/or preserve parks within the community which may be determined to be a benefit to the City of Redlands.

- 1. Adds improved parkland.
- 2. Adds parkland beyond requirements.
- 3. Provides pedestrian and/or bike trails to parks or provides extension of

existing pedestrian and/or bike trails from the project site.

- 4. Adds meeting rooms accessible to local groups on a frequent basis.
- 5. Improves or adds to existing landscape and/or streetscape at or near the project site.

If this project provides benefit(s) that apply to park enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No development is proposed at this time, and the proposal will not affect park space or preservation. The current request is for the annexation of a portion of an existing property into the City of Redlands. The most likely future development would consist of commercial and/or retail types of businesses, consistent with those allowed in the East Valley Corridor Specific Plan/Commercial General (EV/CG) zoning district. Review of landscape and streetscape designs will occur at the time of future application for entitlements to the property.

I. Public Safety Enhancements. Does the project enhance public safety aspects of the community? The following are accepted ways to enhance public safety within the community which may be determined to be a benefit to the City of Redlands.

- 1. Security infrastructure is provided in an architecturally acceptable manner.
- 2. Exterior television monitoring on commercial project.
- 3. Provide a building site or fully equipped fire station or contributes to dedicated City account for future construction.
- 4. Provides significant additional fire equipment as determined by the Fire Department.
- 5. Provides for a police substation (subject to City approval).
- 6. Provides for a building site for a new facility.

If this project provides benefit(s) that apply to public safety enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No development is proposed at this time, and the proposal will not affect public safety or police services. The current request is for the annexation of a portion of an existing property into the City of Redlands. The most likely future development would consist of commercial and/or retail types of businesses, consistent with those allowed in the East Valley Corridor Specific Plan/Commercial General (EV/CG) zoning district. The project will pay Development Impact Fees which have been established by the City to fund public facilities, including police. The project will also provide additional revenue from increased property tax assessment and sales tax revenue (which will assist in funding future police operations). **J. School Enhancements.** Does the project enhance schools or their operations within the community? The following are accepted ways to enhance schools within the community which may be determined to be a benefit to the City of Redlands.

- 1. Senior citizen development adds revenue but no impact.
- 2. Provides day care and after school program(s).
- 3. Project is close to schools serving the project.
- 4. Contributes equipment or other enhancements to existing day care and after school programs.
- 5. Assist schools with land or financing (such as Mello Roos).

If this project provides benefit(s) that apply to schools, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No development is proposed at this time, and the proposal is not expected to affect schools now or in the future. The current request is for the annexation of a portion of an existing property into the City of Redlands (essentially a map correction on a parcel that is divided by the City boundary). The most likely future development would consist of commercial and/or retail types of businesses, which will directly result in additional students within the school district, and therefore a future commercial project will not be subject to school impact fees or other State-established School Fees.

K. Traffic. Does the project reduce traffic, enhance systems to improve traffic conditions or otherwise improve traffic within the community? The following are accepted ways to improve traffic within the community which may be determined to be a benefit to the City of Redlands.

- 1. Provide financial mitigation which helps alleviate parking problems in town i.e. by contributing to the parking district.
- 2. Incorporate "traffic calming" elements into the design of the circulation system.
- 3. Support for alternative forms of public transportation or public transportation facilities.
- 4. Add biking and pedestrian access to off campus intellectual or entertainment resources.
- 5. Have a unique method of product/inventory delivery.

If this project provides benefit(s) that apply to traffic, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No development is proposed at this time, and the proposal is not expected to affect public roads with Annexation. The current request is for the annexation of a portion of an existing property into the City of Redlands. The most

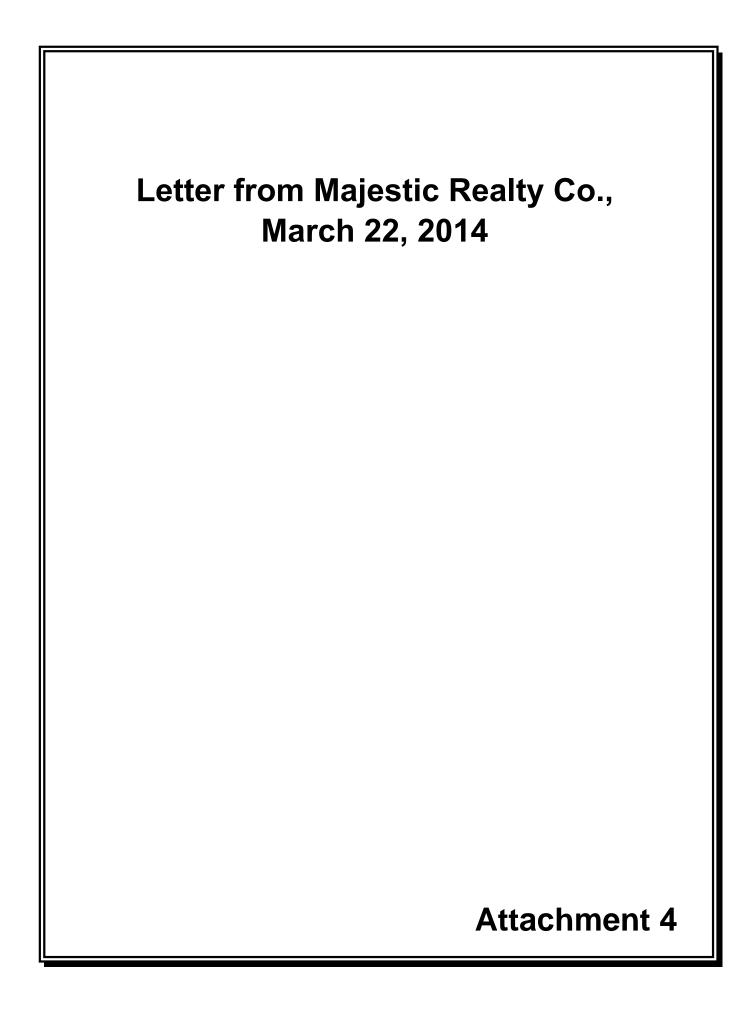
likely future development would consist of commercial and/or retail types of businesses, and future effects on public roads will be evaluated with a future development application. All streets around the project area would normally be required to be improved to safely accommodate the increase in vehicle trips generated by a future project. Off-site improvements may be required in accordance with City of Redlands 2035 General Plan, depending on the specific type(s) of future development. A future project may also be required to pay any applicable Development Impact Fees established by the City and/or County as a 'fair share contribution' toward the development's future impacts on the local street system.

L. Wastewater System Enhancements. Does the project enhance the wastewater system within the community? The following are accepted ways to improve the wastewater system within the community which may be determined to be a benefit to the City of Redlands.

- 1. Provide a dual system to use potable and non-potable water.
- 2. Provide financial contributions to tertiary facilities at the Wastewater Treatment Plant.
- 3. Improve water quality.

If this project provides benefit(s) that apply to the wastewater system, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

<u>Proposed Project</u>: No development is proposed at this time, and the proposal is not expected to affect wastewater or storm water systems with Annexation. The current request is for the annexation of a portion of an existing property into the City of Redlands. The most likely future development would consist of commercial and/or retail types of businesses, and future effects on wastewater and storm water conveyance systems will be evaluated with a future development application. The project would also be required to design the site with stormwater basins to manage on-site drainage and allow the percolation of storm water. A future project would be required to pay any applicable City Development Impact Fees pertaining to the wastewater system.





MAJESTIC REALTY CO.

13191 Crossroads Parkway North, Sixth Floor • City of Industry, CA 91746-3497 Office (562) 692-9581 • FAX (562) 695-2329

March 22, 2014



Kathleen Rollings-McDonald Local Agency Formation Commission 215 N. "D" Street, Suite 204 San Bernardino, CA 92416-0490 LAFCO San Bernardino County

RE: Property located at northwest corner of Lugonia Avenue and Tennessee Street; Assessor's Parcel No. 0167-171-13 (herein "Development Parcel")

Dear Ms. Rollings-McDonald:

This letter is in regards to the above described Development Parcel, which is owned by a party unrelated to Redlands Joint Venture LLC (RJV). It has been represented to RJV that this property is 1.7 acres in size and is partially within the City of Redlands and partially in the County of San Bernardino. The City limit line that runs through the property is the old centerline of Tennessee Street, which was subsequently relocated with the construction of the 210 Freeway.

In order for the Development Property to be developed, we are informed that a minor change to the City of Redlands' Sphere of Influence is necessary for the property to be annexed to the City of Redlands. The Sphere of Influence change ("herein "Limited Sphere Change") will be limited to inclusion within the City of Redlands Sphere of Influence (and later annexation) of the westerly portion of the Development Parcel which currently is outside the City of Redlands Sphere of Influence.

Based on the above situation, RJV does not oppose the Limited Sphere Change that would be processed by LAFCO. In addition, solely in connection with the Limited Sphere Change, RJV would not request that the procedures established in Section 56429 of the California Government Code, which regulates sphere of influences changes in the area known as the Donut Hole, be invoked with this change in sphere of influence. RJV takes no position regarding the procedures that must be followed pursuant to Section 56429 regarding the Limited Sphere Change.



This letter does not waive any rights of RJV in connection with any change in the Sphere of Influence within the Donut Hole, other than the proposed Limited Sphere Change.

Should you have any questions regarding this matter, please contact John Semcken at (562) 948-4306.

Sincerely,

Redlands Joint Venture LLC, A California limited liability company

> By: Majestic Realty Co., A California corporation

> > Its Manager

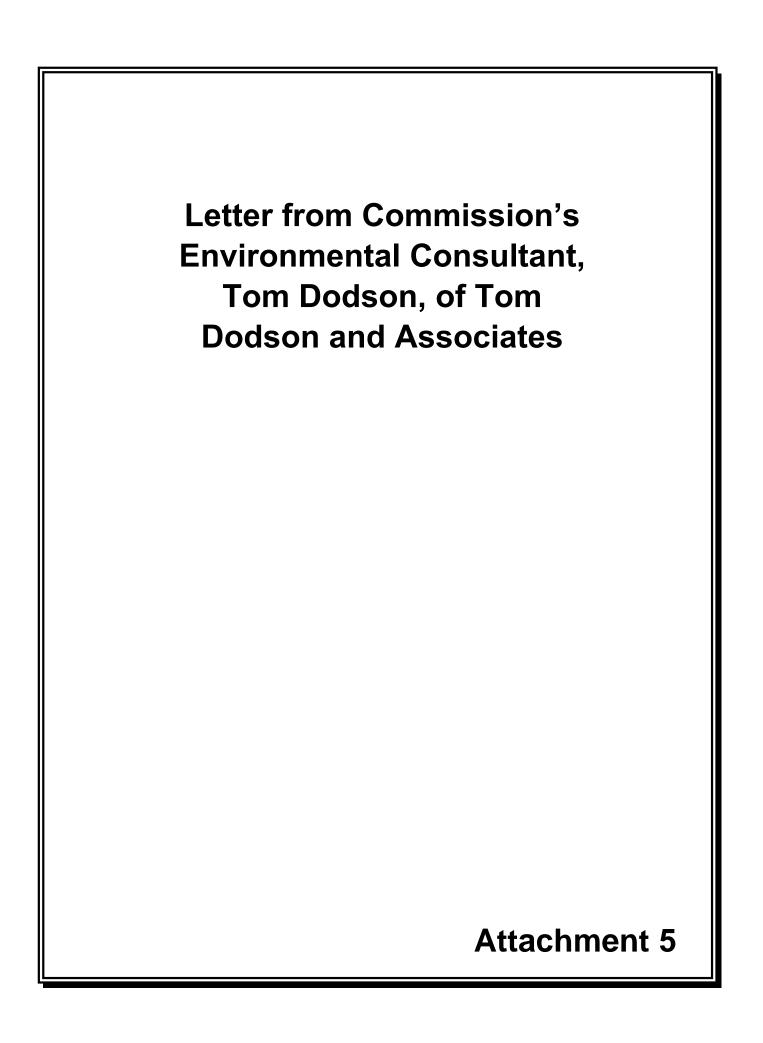
By: l.c end

And: Curci Turner Company, LLC

By: Thomas H. Purcell Chairman

By:

Michael T. Curci President



TOM DODSON & ASSOCIATES

Mailing Address: PO Box 2307, San Bernardino, CA 92406 Physical Address: 2150 N. Arrowhead Avenue, San Bernardino, CA 92405 Tel: (909) 882-3612 ★ Fax: (909) 882-7015 ★ Email: tda@tdaenv.com



November 12, 2019

Mr. Samuel Martinez Executive Officer Local Agency Formation Commission 1170 West 3rd Street, Unit 150 San Bernardino, CA 92415-0490

Dear Sam:

LAFCOs 3235 and 3236 consist of a Sphere of Influence (SOI) Amendment (Expansion) and a Reorganization to include Annexation to the City of Redlands and Detachment from the San Bernardino County Fire Protection District, its Valley Service Zone and its Zone FP-5 and County Service Area 70, respectively. These proposed actions affect a portion of an existing 1.73-acre parcel (approximately 0.79 acres) located at the northwest corner of Lugonia Avenue and Tennessee Street. Currently, the single parcel at this location is split by jurisdictional lines of the City and the County of San Bernardino. The area proposed for SOI Amendment and Reorganization is pre-zoned/zoned for commercial development. If the Commission approves LAFCOS 3235 and 3236, the project site can move forward with its development through the City of Redlands.

The City of Redlands prepared and filed a Notice of Exemption (NOE) for this project. This document addressed the whole of the project which included the following City Actions: Annexation No. 93, Sphere of Influence change, Pre-zone designation, Zone change No 453, General Plan Amendment No. 138, and Specific Plan Amendment No. 44 to the East Valley Corridor Specific Plan. No specific development is proposed at this time for the 1.73-acre property. The Notice of Exemption for this action was based on the "common sense" exemption (formerly the General Rule exemption) that determined the proposed City actions had no potential for any significant adverse impact on the environment. The NOE was filed by the City with San Bernardino County on September 6, 2017.

As indicated, the City prepared the NOE which concluded that implementation of the proposed actions would not result in significant adverse environmental impacts to the environment. No mitigation measures were identified that require implementation. Therefore, I am recommending that the Commission consider the adopted NOE as a CEQA Responsible Agency as the appropriate CEQA environmental determination for LAFCOs 3235 and 3236.

Based on a review of LAFCOs 3235 and 3236 and the pertinent sections of CEQA and the State CEQA Guidelines, I believe it is appropriate for the Commission's CEQA environmental determination to cite the City's NOE as adequate documentation in accordance with the Commission's CEQA Responsible Agency status. The CEQA review process was carried out in 2017, and based on a field review o the site, no substantial changes in circumstances have occurred since its adoption that would require additional environmental documentation. Under this situation, I recommend that the Commission take the following steps if it chooses to approve LAFCOs 3235 and 3236, acting as a CEQA Responsible Agency:

- 1. Indicate that the Commission staff and environmental consultant have independently reviewed the City's Notice of Exemption and found it adequate for the SOI and Reorganization proposal contained in LAFCOs 3235 and 3236.
- 2. The Commission needs to indicate that it has considered the NOE prior to reaching a decision on these actions and finds the information substantiating the NOE adequate for approval of the SOI and Reorganization proposal contained in LAFCOs 3235 and 3236.
- 3. The Commission should indicate that it does not intend to adopt alternatives or mitigation measures for this project. No mitigation measures were identified under the NOE.
- 4. File a new Notice of Exemption with the County Clerk of the Board acting as a CEQA Responsible Agency.

If you have any questions regarding these recommendations, please feel free to give me a call.

Sincerely,

Tim Del

Tom Dodson

TD/cmc

Notice of Exemption

TO:	\boxtimes	Clerk of the Board of Supervisor County of San Bernardino 385 North Arrowhead Avenue		City of Redlands Planning Division P.O. Box 3005
	6	San Bernardino, CA. 92415-01	30 DATE FILED & POS	Redlands, CA. 92373
			Posted On: 916/26 Removed On: 10/19/20 Receipt No: 36-090617	17_

SUBJECT: Filing of Notice of Exemption In Compliance with Section 15061 of the California Environmental Quality Act Guidelines.

Project Title: Annexation No. 93, Sphere of Influence Change, Pre-Zoning Designation, Zone Change No. 453, General Plan Amendment No. 138, and Specific Plan Amendment No. 44 to the East Valley Corridor Specific Plan

Project Applicant: Masterworks, LLC, on behalf of property owner.

Lead Agency: City of Redlands, Development Services Department Contact Person: Brian Foote, AICP, Planning Manager Telephone: (909) 798-7555 (ext. 2)

Project Location: 1200 West Lugonia Avenue, at the northwest corner of Lugonia Avenue & Tennessee Street (APN: 0167-171-13-0000)

Project Description: The applicant proposes to annex slightly less than half (approximately 0.764 acre) of a 1.73-acre parcel into the City of Redlands. This single parcel is currently split by the jurisdictional lines of the City of Redlands and the County of San Bernardino. This annexation will consolidate the property under the jurisdiction of the City of Redlands and will allow for the future unencumbered development of the parcel. The proposed boundary adjustment would move the City/County boundary line approximately 64.5 feet to the west, to follow the westerly property line of the subject parcel. Prior to the Annexation decision (by the Local Agency Formation Commission), the City must designate the portion with a Pre-Zoning designation (as East Valley Corridor Specific Plan/Commercial General – "EV/CG"), and LAFCO needs to adjust the City's Sphere of Influence boundary to include the westerly 0.764 acre portion of the lot.

The property is currently designated as EV/SD (East Valley Special Development) by the County of San Bernardino's General Plan Land Use/Zoning Map. It is designated Commercial by City of Redlands General Plan. The majority of the property is located within the City of Redlands East Valley Corridor Specific Plan and is zoned EV/SD (East Valley Special Development). Along with this annexation, a Specific Plan Amendment will be processed by the City of Redlands to modify the boundary of the Specific Plan to include the entire parcel within the East Valley Corridor Specific Plan. The applicant is also requesting to change the zoning designation to East Valley Corridor Specific Plan. The applicant is also requesting to change the zoning designation to East Valley Corridor Specific Plan. All utility and public services are currently provided by the City of Redlands, and will continue to serve the site.

10

This is to advise that on September 5, 2017, the City Council of the City of Redlands approved the above-referenced zoning actions and initiated annexation proceedings (in conjunction with the Local Agency Formation Commission), and made the following determination:

Exempt Status: (check one):

Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

Categorical Exemption. State type and section number:

Statutory Exemptions. State type and section number:

General Rule Exemption. State section number: 15061(b)(3)

Reasons why project is exempt:

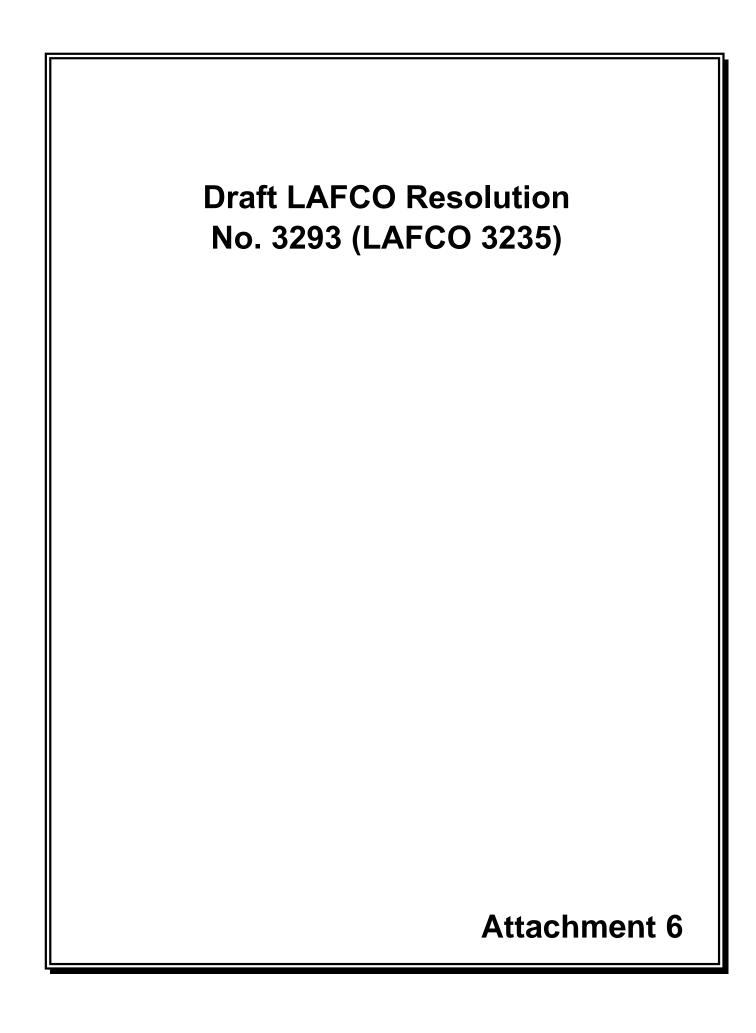
The project is exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines, as there is no possibility that the proposed zoning actions could have any effect on the physical environment. Future development projects on the property will be subject to further review at the time of proposal. The property is not on a list compiled pursuant to California Government Code Section 65962.5 pertaining to hazardous materials or contaminants.

This is to certify that the project documents and record of project approval are available to the general public and may be examined at the City of Redlands Development Services Department, Planning Division office, located at 35 Cajon Street, Suite 20, Redlands, CA 92373. The custodian of records is the City Planner, and may be contacted during regular business hours at (909) 798-7555 extension 2.

Brian Foote, AICP City Planner / Planning Manager September 6, 2017

	County Clerk's Use Only
OPR Use Only	
	74
	Date Received for Filing
Date Received for Filing	Date to be Removed

City of Redlands - N.O.E.



1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490 (909) 388-0480 • Fax (909) 388-0481 lafco@lafco.sbcounty.gov www.sbclafco.org

PROPOSAL NO.: LAFCO 3235

HEARING DATE: NOVEMBER 20, 2019

RESOLUTION NO. 3293

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY MAKING DETERMINATIONS ON LAFCO 3235 AND AMENDING THE SPHERE OF INFLUENCE FOR THE CITY OF REDLANDS (sphere of influence expansion by approximately 0.79 acres).

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 in San Bernardino County 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 <u>et seq.</u>); 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 his 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 November 20, 2019 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, this Commission reviewed and considered the Notice of Exemption for the City's actions related to Annexation No. 93, Sphere of Influence Change, Pre-Zone Designation, Zone Change No 453, General Plan Amendment No. 138, and Specific Plan Amendment No. 44 to the East Valley Corridor Specific Plan prior to reaching a decision on the proposal and finding

that the Notice of Exemption is adequate for its use in making a decision as a CEQA responsible agency, and that it does not intend to adopt alternatives or mitigation measures for the project and that no mitigation measures were identified in the City's Notice of Exemption, and directed its Executive Officer to file a new 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 presented to and considered by this Commission, it is determined that the sphere of influence for the City of Redlands should be expanded by approximately 0.79 acres, as more specifically described on the attached Exhibit "A" and "A-1" to this resolution; and,

WHEREAS, the Commission determined that the proposed sphere of influence amendment, submitted under the provision of Government Code Section 56428, does not require a service review; and,

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 property is currently vacant, generally flat and level, with non-irrigated natural groundcover. It is located within San Bernardino County's East Valley Corridor Specific Plan. The County's General Plan designates the property for service/commercial uses which allows for agricultural services, manufacturing, storage facilities, commercial entertainment, fitness/healthcare, retail, professional services, parking lots and accessory structures. There are no current plans to develop the property.

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

With no development anticipated in the foreseeable future, there is no current or future need for public facilities and services. The sphere amendment (and ultimately the reorganization proposal) will bring the entire area within the City of Redlands' jurisdiction to facilitate any future development on the parcel.

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

The City of Redlands is a full- service city and provides, among other services, fire protection and emergency medical, water, sewer, police, parks and recreation, library, airport, and cemetery services to its residents.

4. The existence of any social or economic communities of interest in the area if the Commission determines that they are relevant to the agency:

Social and economic communities of interest include the County of San Bernardino and the City of Redlands.

5. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

This area is not a disadvantaged unincorporated community; therefore, this factor does not apply.

6. Additional Determinations

- Legal notice of the Commission's consideration of the sphere establishment has been provided through publication of a 1/8th page legal advertisement in *Redlands Daily Facts*, a newspaper of general circulation in the area.
- Individual notices were provided to all affected and interested agencies, County departments and those individuals and agencies requesting special notice.

WHEREAS, having reviewed and considered the determinations as outlined above, the Commission determines to amend (expand) the sphere of influence for the City of Redlands by approximately 0.79 acres.

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 Exhibit "A" and "A-1" as being the sphere of influence expansion for the City of Redlands, it being fully understood that the adoption 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.

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

COUNTY OF SAN BERNARDINO

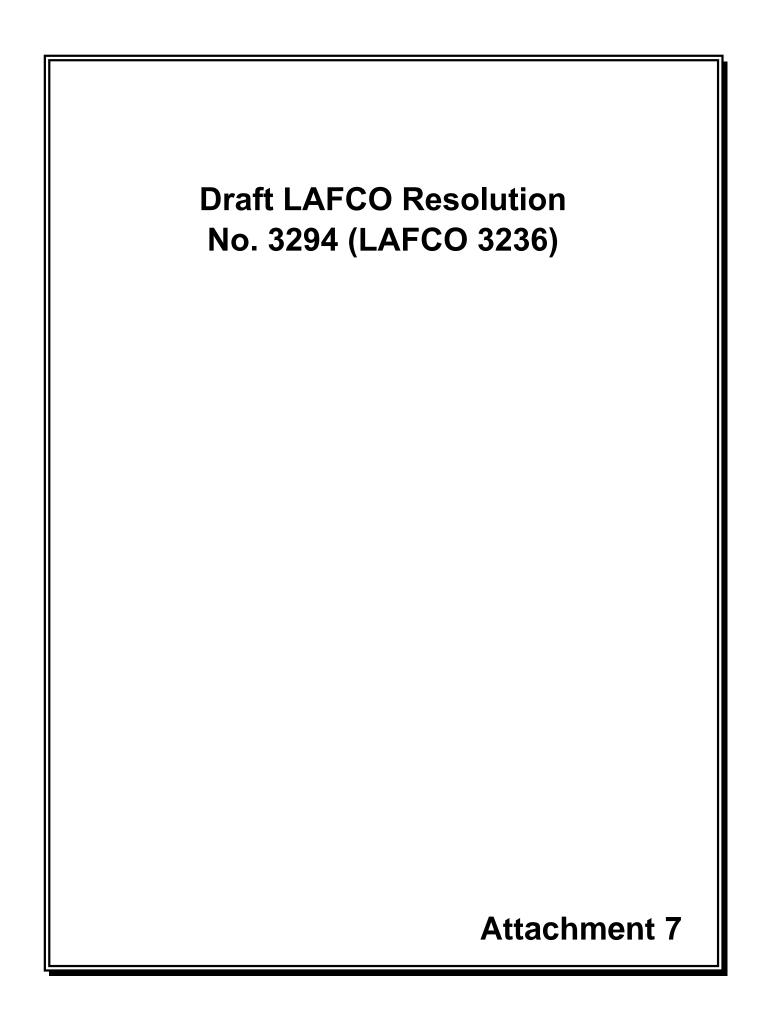
I, SAMUEL MARTINEZ, Executive Officer of the Local Agency Formation

) ss.

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 November 20, 2019.

DATED:

SAMUEL MARTINEZ Executive Officer



1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490 (909) 388-0480 • Fax (909) 388-0481 lafco@lafco.sbcounty.gov www.sbclafco.org

PROPOSAL NO.: LAFCO 3236

HEARING DATE: NOVEMBER 20, 2019

RESOLUTION NO. 3294

A RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF THE COUNTY OF SAN BERNARDINO MAKING DETERMINATIONS ON LAFCO 3236 -REORGANIZATION TO INCLUDE ANNEXATION TO THE CITY OF REDLANDS AND DETACHMENT FROM THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE, AND CSA 70. The reorganization area encompasses approximately 0.79 acres, which straddles the jurisdictional line between the City of Redlands and unincorporated San Bernardino County. The parcel is located at the northwest corner of West Lugonia Avenue and Tennessee immediately adjacent to the unincorporated area known as the "Donut Hole."

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 San Bernardino County 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 the Executive Officer has examined the application and executed his 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 the Commission on this matter; and,

WHEREAS, the Executive Officer has reviewed available information and prepared a report including his 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 originally called for November 20, 2019 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/or opposition; 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.

NOW, **THEREFORE**, **BE IT RESOLVED**, that the Commission does hereby determine, find, resolve, and order 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.

<u>Condition No. 2.</u> The following distinctive short-form designation shall be used throughout this proceeding: LAFCO 3236.

Condition No. 3. All previously authorized charges, fees, assessments, and/or taxes currently in effect by the City of Redlands (annexing agency) shall be assumed by the annexing territory in the same manner as provided in the original authorization pursuant to Government Code Section 56886(t).

<u>Condition No. 4.</u> The City of Redlands shall indemnify, defend, and hold harmless the Local Agency Formation Commission for San Bernardino County 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.

<u>Condition No. 5.</u> Pursuant to Government Code Section 56886.1, public utilities, as defined in Section 216 of the Public Utilities Code, have ninety (90) days following the recording of the Certificate of Completion to make the necessary changes to impacted utility customer accounts.

<u>Condition No. 6.</u> The date of issuance of the Certification of Completion shall be the effective date of the reorganization.

SECTION 2. The Commission determines that:

- a) this proposal is certified to be legally uninhabited;
- b) it has 100 % landowner consent; and,
- c) no written opposition to a waiver of protest proceedings has been submitted by any subject agency.

Therefore, the Commission does hereby waive the protest proceedings for this action as permitted by Government Code Section 56662(d).

SECTION 3. <u>DETERMINATIONS.</u> The following determinations are required to be provided by Commission policy and Government Code Section 56668:

- 1. The reorganization area is legally uninhabited containing zero registered voters as determined by the Registrar of Voters as of July 26, 2019.
- The County Assessor's Office has determined that the total assessed valuation of land within the reorganization area is \$1,514,800 as of August 9, 2019 broken down as: \$1,514,800 (land) and \$0 (improvements).
- 3. Following Commission approval of the companion proposal, LAFCO 3235, the reorganization area will be within the sphere of influence assigned the City of Redlands.

Under the special procedures outlined in Government Code Section 56429, Majestic Realty, who has tremendous authority to add/remove the City's sphere within the unincorporated "Donut Hole" area, issued a letter of no opposition to LAFCO 3235.

- 4. Legal notice of the Commission's consideration of the proposal has been provided through publication in the *Redlands Daily Facts*, a newspaper of general circulation within the area. As required by State law, individual notification was provided to affected and interested agencies, County departments, and those individuals and agencies having requested such notice.
- 5. In accordance with State law and adopted Commission policies, LAFCO has provided individual notice to:
 - Landowners (1) and registered voters (0) within the reorganization area (totaling 1 notice); and
 - landowners (13) and registered voters (0) surrounding the reorganization area (totaling 13 notices).

Comments from landowners and any affected local agency in support or opposition will be reviewed and considered by the Commission in making its determination.

6. The County's land use designation for the reorganization area is EV/SD (East Valley Special Development). The area is designated as Commercial by the City of Redland's 2035 General Plan. In October 2017, the City of Redlands completed pre-zoning and designated the property as East Valley Corridor Specific Plan/Commercial General (EV/GC). This pre-zone/specific plan zone designations are consistent with the City's General Plan and is generally compatible with surrounding land uses within the City and in the County.

Pursuant to the provisions of Government Code Section 56375(e), this pre-zone designations shall remain in effect for two years following annexation unless specific actions are taken by the City Council.

7. The Southern California Associated Governments ("SCAG") adopted its 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy pursuant to Government Code Section 65080. LAFCO 3236 has no direct impact on SCAG's Regional Transportation Plan and Sustainable Communities Strategy.

8. The City of Redlands prepared and filed a Notice of Exemption (NOE) for its consideration of Annexation No. 93, Sphere of Influence change, Pre-zone designation, Zone change No 453, General Plan Amendment No. 138, and Specific Plan Amendment No. 44 to the East Valley Corridor Specific Plan.

The Commission certifies that it has reviewed and considered the Notice of Exemption for the City's actions prior to reaching a decision on the proposal and finding that the Notice of Exemption is adequate for its use in making a decision as a CEQA responsible agency. The Commission finds that it does not intend to adopt alternatives or mitigation measures for the project and that no mitigation measures were identified in the City's Notice of Exemption,

The Commission directs its Executive Officer to file a new Notice of Exemption within five working days with the San Bernardino County Clerk of the Board of Supervisors.

9. The reorganization area is served by the following local agencies:

City of Redlands (currently reimbursed through a tax sharing agreement with the County for fire and law enforcement)
County of San Bernardino
County Service Area 70 (unincorporated, multi-function entity)
Inland Empire Resource Conservation District
San Bernardino County Fire Protection District and its Valley Service Zone (contract with City of Redlands for fire and law enforcement)
San Bernardino Valley Water Conservation District
San Bernardino Valley Municipal Water District

The area will be detached from County Service Area 70 and its sphere of influence reduced as a function of the reorganization. None of the other agencies are affected by this proposal as they are regional in nature.

A plan was prepared for the reorganization area, as required by law. The Plan for Service and Fiscal Impact Analysis, as certified by the City, indicates that the City can maintain and/or improve the level and range of services 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 Plan for Service and Fiscal Impact Analysis conform to those adopted standards and requirements.

- 10. The reorganization proposal complies with Commission policies and directives and State law that indicate the preference for areas proposed for urban intensity development to be included within a City so that the full range of municipal services can be planned, funded, extended, and maintained.
- 11. The reorganization area can benefit from the extension of water and wastewater services from the City, should the area ever develop. The area has benefitted from fire protection and law enforcement services from the City (by contract).
- 12. This proposal will not affect the fair share allocation of the regional housing needs through the Southern California Association of Government's (SCAG) Regional Housing Needs Allocation (RHNA) process. The area is designated as Commercial by the City of Redland's 2035 General Plan, which does not support residential housing.

- 13. With respect to environmental justice, the annexation proposal will not result in the unfair treatment of any person based on race, culture or income since the area is vacant and the southerly and easterly neighboring areas already receive water, wastewater, fire protection, and law enforcement services from the City.
- 14. The County of San Bernardino (for itself and acting on behalf of the San Bernardino County Fire Protection District) and City of Redlands adopted resolutions determining the transfer of ad valorem property tax revenues upon completion of this reorganization (in this case a zero dollar transfer since the currently split-property is already assigned to the City for tax purposes). Copies of the resolutions adopted by the City Council of the City of Redlands and the San Bernardino County Board of Supervisors are on file in the LAFCO office.
- 15. The map and legal description, as revised, are in substantial compliance with LAFCO and State standards through certification by the County's Surveyor's Office.

SECTION 4. The primary reason for this reorganization is to bring the entire parcel, currently split between the City of Redlands and unincorporated County, under a single jurisdiction—the City of Redlands—to facilitate any future development opportunities on the parcel.

SECTION 5. The affected territory shall not be taxed for existing bonded indebtedness or contractual obligations of the City of Redlands through the reorganization. The regular County assessment rolls are utilized by the City of Redlands.

SECTION 6. Approval by the Local Agency Formation Commission indicates that completion of this proposal would accomplish the proposed change of 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 7. The Commission hereby orders the territory described in Exhibits "A" and "A-1" reorganized. The Commission hereby directs, that following completion of the reconsideration period specified by Government Code Section 56895(b), the Executive Officer shall prepare and file a Certificate of Completion, as required by Government Code Section 57176 through 57203, and a Statement of Boundary Change, as required by Government Code Section 57204.

SECTION 8. 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.

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

- AYES: COMMISSIONERS:
- NOES: COMMISSIONERS:
- ABSTAIN: COMMISSIONERS:
- ABSENT: COMMISSIONERS:

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

I, SAMUEL MARTINEZ, 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 November 20, 2019.

DATED:

SAMUEL MARTINEZ Executive Officer

1170 West Third Street, Unit 150, San Bernardino, CA 92415-0490 (909) 388-0480 • Fax (909) 388-0481 lafco@lafco.sbcounty.gov www.sbclafco.org

DATE: NOVEMBER 12, 2019

FROM: SAMUEL MARTINEZ, Executive Officer

TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: Agenda Item #11: Report to the Legislature on Government Code Section 56133.5 Pilot Program

RECOMMENDATION:

Staff recommends that the Commission direct staff to file the required report with the California State Legislature (Attachment #2).

BACKGROUND

Assembly Bill (AB) 402, authored by (then) Assembly member (currently Senator) Bill Dodd, added Government Code Section 56133.5 (copy included as Attachment #1) to the LAFCO statutes that established a 5-year pilot program for Napa and San Bernardino LAFCOs to authorize a city or district to extend service(s) outside an agency's boundary and sphere of influence. AB 402, which became effective on January 1, 2016, requires that both LAFCOs make the following determinations regarding the area to be served outside an agency's boundary and sphere of influence:

- That the proposed service extension was identified and evaluated in a service review;
- That the proposed service extension will not have an adverse impact on open space/agricultural lands or is not growth inducing; and,
- That inclusion of the area to be served into the agency's sphere of influence is not feasible or desirable based on adopted commission policies.

The pilot program also requires both LAFCOs to submit a report to the Legislature before January 1, 2020, on their participation in the pilot program including the number of requests made pursuant to said Section 56133.5, and the actions made regarding said requests.

Since the pilot program took effect, this LAFCO has received a total of three (3) requests for authorization of service outside an agency's boundary and sphere of influence pursuant to Section 56133.5:

- 1. City of Colton (LAFCO SC #420)
- 2. City of Big Bear Lake (LAFCO SC#443)
- 3. Inland Empire Utilities Agency (LAFCO SC #446)

This request, is on this month's agenda as Item 8. Should the Commission not approve LAFCO SC #446, staff would recommend that the Commission amend the report to the Legislature (Attachment #2).

LAFCO staff anticipates at least two more requests for approval of service pursuant to Section 56133.5. Based on the need to continue to process additional requests in the future, it might be appropriate to request that the Legislature consider removing the January 1, 2021 sunset clause for the pilot program.

The report to the Legislature is to be submitted in compliance with Government Code Section 9795, which requires that the report be no more than one page in length, and submitted to the Legislature as a print copy to the Secretary of the Senate, as an electronic copy to the Chief Clerk of the Assembly, and as a print or electronic copy to the Legislative Counsel. Section 9795 also outlines that a state agency report should include a website where the report can be downloaded as well as a phone number to call to order copies of the report. Although LAFCOs are (technically) not considered a state agency, the report nonetheless includes these additional state agency requirements. Attachment #2 is the draft copy of the report to the Legislature.

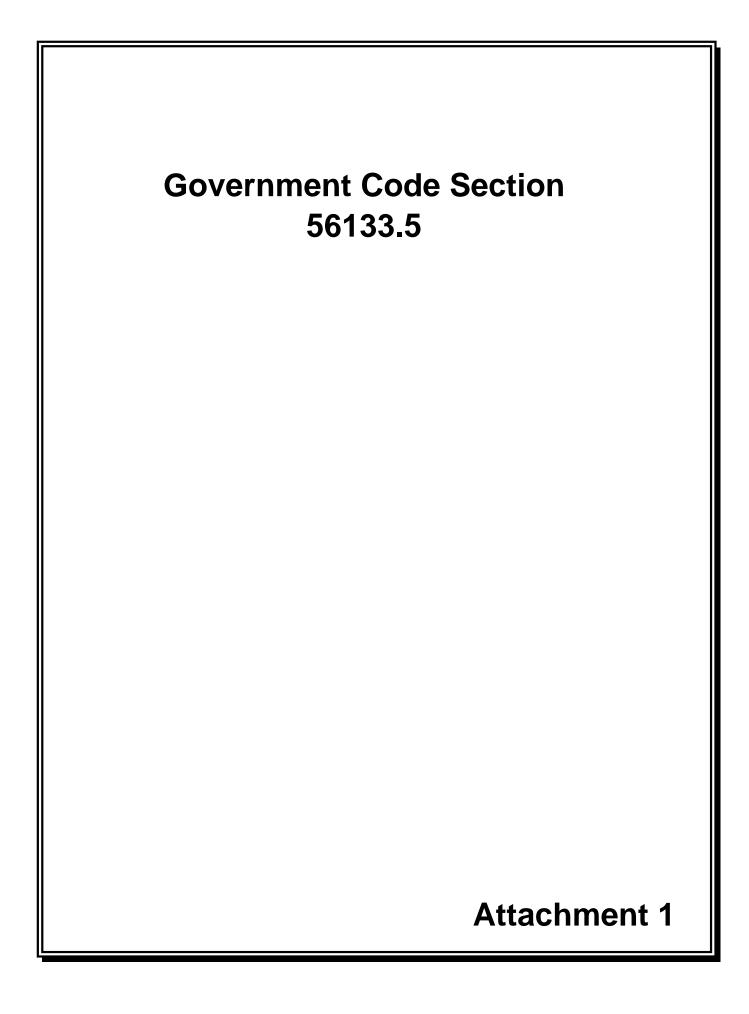
CONCLUSION:

LAFCO staff is requesting that the Commission review the draft report to the Legislature and provide comments or additional changes to the report. Staff also recommends that the Commission direct staff to file the final report to the Legislature prior to the January 1, 2020 deadline.

Staff will be happy to answer any questions of the Commission prior to or at the Commission hearing.

Attachment:

- 1. <u>Government Code Section 56133.5</u>
- 2. <u>Report to the Legislature on the Pilot Program Related to Government</u> <u>Code Section 56133.5</u>



Government Code Section 56133.5

56133.5. (a) A pilot program is hereby established for the Napa and San Bernardino commissions. If consistent with adopted policy, the Napa and San Bernardino commissions may authorize a city or district to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to support existing or planned uses involving public or private properties, subject to approval at a noticed public hearing in which the commission makes all of the following determinations:

(1) The extension of service or services deficiency was identified and evaluated in a review of municipal services prepared pursuant to Section 56430.

(2) The extension of service will not result in either (1) adverse impacts on open space or agricultural lands or (2) growth inducing impacts.

(3) A sphere of influence change involving the affected territory and its affected agency is not feasible under this division or desirable based on the adopted policies of the commission.

(b) Subdivision (d) of Section 56133 shall apply to any request for new or extended services pursuant to this section.

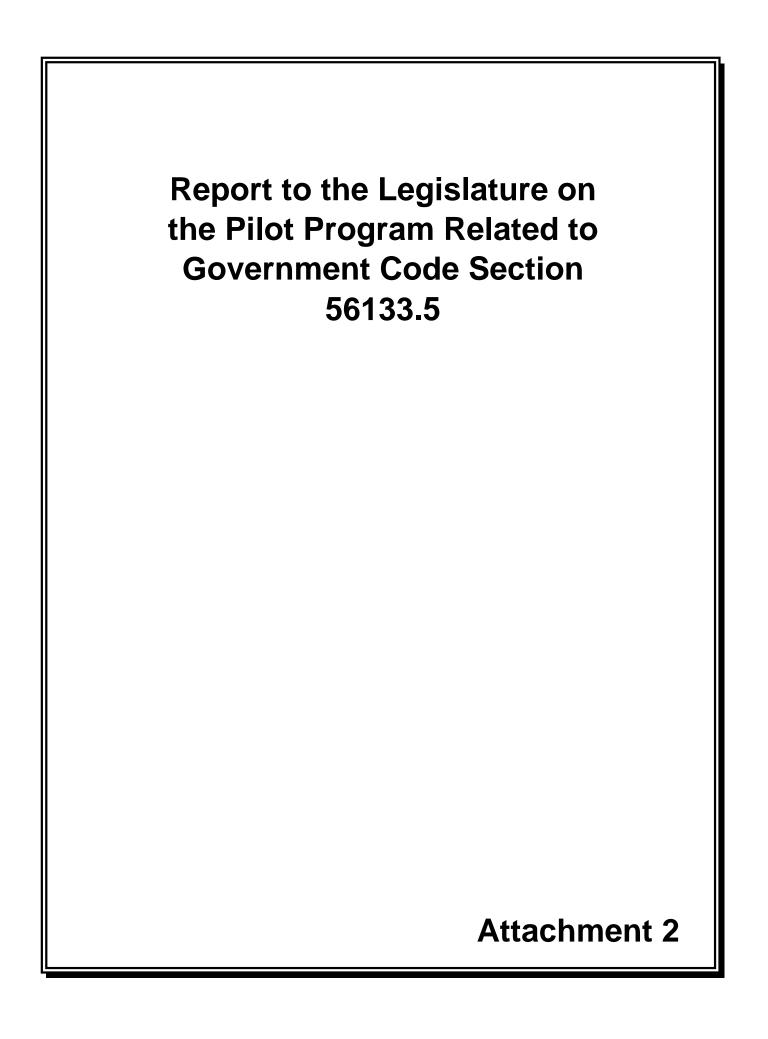
(c) For purposes of this section, "planned use" means any project that is included in an approved specific plan as of July 1, 2015.

(d) The Napa and San Bernardino commissions shall submit a report before January 1, 2020, to the Legislature on their participation in the pilot program, including how many requests for extension of services were received pursuant to this section and the action by the commission to approve, disapprove, or approve with conditions. The report required to be submitted pursuant to this subdivision shall be submitted in compliance with Section 9795 of the Government Code.

(e) The pilot program established pursuant to this section shall be consistent with Chapter 8.5 (commencing with Section 1501) of the Public Utilities Code.

(f) This section shall remain in effect only until January 1, 2021, and as of that date is repealed.

(Amended by Stats. 2018, Ch. 86)



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To: California State Legislature

From: Local Agency Formation Commission for San Bernardino County

Date: November 21, 2019

Subject: Report on Pilot Program Related to Government Code Section 56133.5

Government Code § 56133.5 (Assembly Bill No. 402, effective January 1, 2016) established a pilot program (through 2020) for Napa and San Bernardino commissions to authorize a city or district to extend service(s) outside an agency's boundary and sphere of influence subject to certain determinations, i.e., service extension was identified/evaluated in a service review, service extension will not have an adverse impact on open space/agricultural lands or is not growth inducing, and inclusion of the area to be served into an agency's sphere of influence is not feasible/desirable. This pilot program requires that the Local Agency Formation Commission for San Bernardino County (hereafter "San Bernardino LAFCO") submit a report to the Legislature on its participation in the pilot program, the number of requests made pursuant to § 56133.5, and its actions.

San Bernardino LAFCO received the following three (3) requests pursuant to § 56133.5:

1. Inland Empire Utilities Agency (IEUA) (Authorized 11/20/2019)

The IEUA is a regional wastewater treatment service provider. San Bernardino LAFCO authorized IEUA to continue to provide wastewater treatment service to the portions of the City of Fontana (wastewater collector) that are outside IEUA's boundary and sphere of influence.

2. City of Big Bear Lake (Authorized 10/16/2019)

In 1989, the City of Big Bear Lake acquired (through condemnation) a water system of a private water company and assumed responsibility for all the water company's certificated service area, which includes areas outside its boundary and sphere of influence. San Bernardino LAFCO authorized the City of Big Bear Lake to continue to provide water service to the said service areas, which include areas within Fawnskin, Big Bear City, Erwin Lake, Lake Williams and other areas outside the City of Big Bear Lake's boundary and sphere of influence.

3. City of Colton (Authorized 10/23/2017)

San Bernardino LAFCO authorized the City of Colton to provide water service to a parcel within the City of Grand Terrace, which is outside the City of Colton's boundary and sphere of influence.

San Bernardino LAFCO staff is aware of at least two more requests for approval (authorization) of service pursuant to § 56133.5. Based on the need to continue to process future requests, San Bernardino LAFCO respectfully asks that the Legislature consider repealing the January 1, 2021 sunset date for the pilot program.

This report, as well as the full reports for all three (3) requests identified above, can be downloaded from the following link: <u>www.sbclafco.org/PilotProgram.aspx</u>. To order a hard copy of any of the said reports, please call San Bernardino LAFCO at (909) 388-0480.

Distribution: Secretary of the Senate Chief Clerk of the Assembly (electronic copy to amy.leach@asm.ca.gov) Legislative Counsel (electronic copy to agency.reports@lc.ca.gov) Senator Bill Dodd, Senate District 3 Pamela Miller, Executive Director, CALAFCO Brendon Freeman, Executive Officer, Napa County LAFCO

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DATE: NOVEMBER 13, 2019

FROM: SAMUEL MARTINEZ, Executive Officer MICHAEL TUERPE, Senior Project Manager

TO: LOCAL AGENCY FORMATION COMMISSION

SUBJECT: AGENDA ITEM # 12 - Update on County Service Area 120 Working Group

RECOMMENDATION:

Staff recommends that the Commission note receipt of the status report and file.

BACKGROUND:

County Service Area 120 (hereafter referred to as CSA 120) was formed on July 1, 2009 as a single purpose agency in order to consolidate the open space conservation management operations of CSA 70 Zones OS-1 and OS-3, districts created to acquire mitigation properties associated with the development in the west valley portion of San Bernardino County. From the outset, CSA 120 experienced financial and operational challenges, including an inability to hold and manage additional mitigation lands, lack of reporting, and an inability to restore the endowment balances for properties where mitigation work has not yet begun. In June 2018, the Commission directed staff to initiate a sphere amendment for CSA 120 with the direction that it be assigned a zero sphere of influence and convene a working group with affected and interested agencies to review the option for a possible reorganization to transfer responsibility for the mitigation lands currently being held and managed by CSA 120.

DISCUSSION:

At the May 8, 2019 hearing, the Commission considered and approved a zero sphere of influence amendment for CSA 120.

Also, a CSA 120 working group was formed that convened on February 14, 2019, June 27, 2019 and most recently on November 7, 2019. Participants in the working group include staffs from the County Special Districts Department (for CSA 120), Inland Empire Utilities Resource Conservation District (IERCD), City of Rancho Cucamonga, City of Fontana, Cucamonga Valley Water District, U.S. Department of Fish and Wildlife, California

Department of Fish and Wildlife (DFW), San Bernardino County Transportation Authority, and LAFCO.

One of the primary issues being discussed and evaluated relate to the ability to manage the existing habitat effectively at the current level of funding versus the ideal management intended by the mitigation. IERCD is currently establishing a baseline condition on all properties and developing a proposal for DFW in terms of work to be done and cost, including potential supplemental funding.

Other components the working group participants continue to research and discuss relate to access issues to some on the mitigation lands and securing easements to all mitigation properties, identifying other potential funding partners, evaluating a parking system for the Preserve's parking lot, and a discussion with the different stakeholders on a possible joint agreement to manage the habitat for the long term.

CONCLUSION:

The working group members have been diligent in their ongoing efforts to address the issues surrounding CSA 120 to ensure that should a reorganization application be filed with LAFCO in the future, it will be complete and address all of the key project components, especially implementing a sustainable model to manage CSA 120 mitigation properties in perpetuity. Members of the working group continue to meet individually to work on resolving specific issues.

LAFCO staff has scheduled the next CSA 120 working group meeting for May 2020.

SM/MT