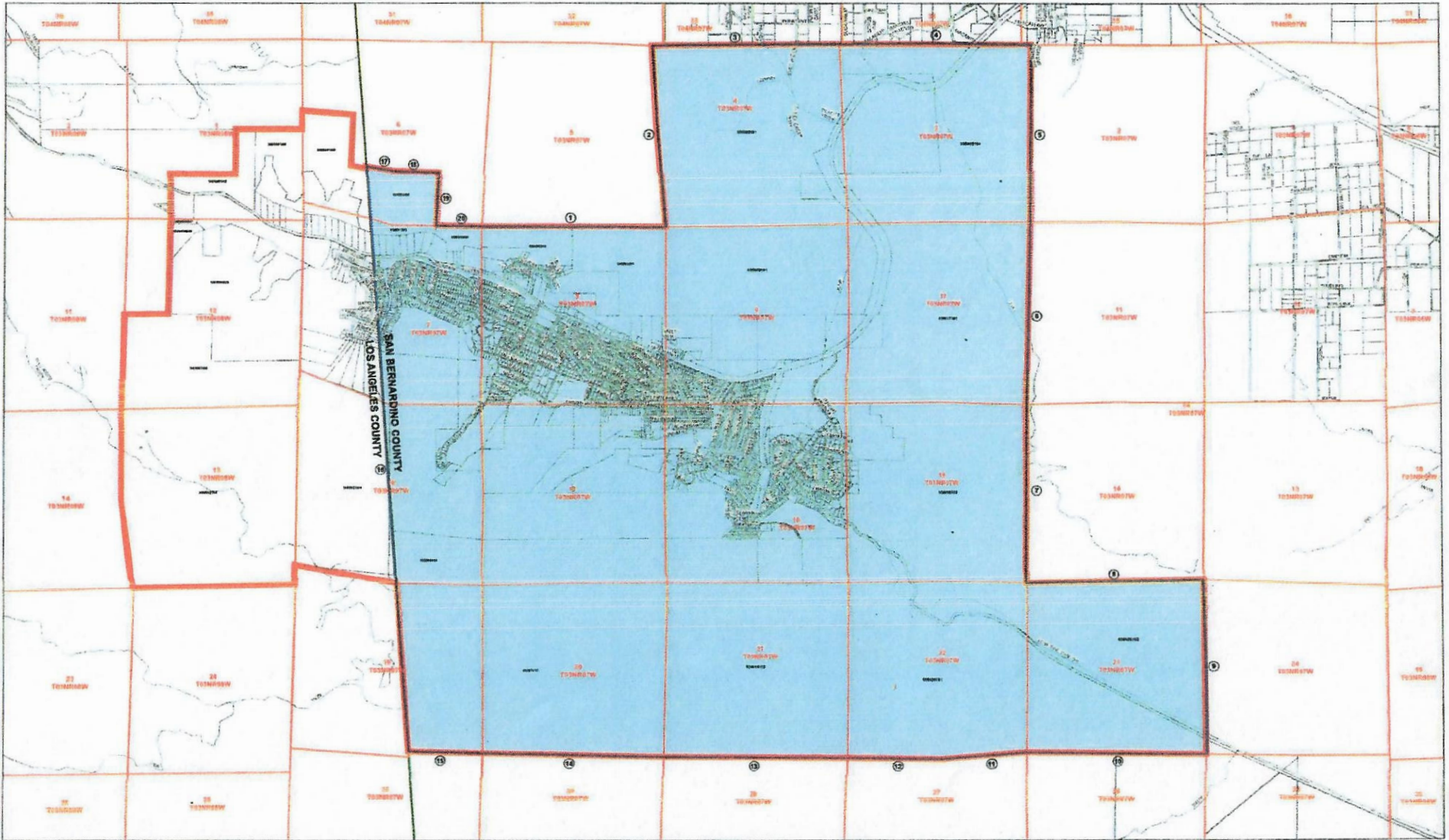


ATTACHMENT #1



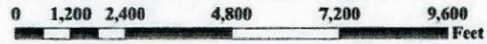
MAPS OF DISTRICT AND SPHERE OF INFLUENCE

FOR QUESTIONS REGARDING THIS MAP OR TO OBTAIN A COPY OF THIS MAP IN ELECTRONIC FORM, PLEASE CONTACT LAFCO FOR SAN BERNARDINO COUNTY



LAFCO 3227 - Sphere of Influence Establishment for the Wrightwood Community Services District (within San Bernardino County)

Sphere of Influence Boundary Coterminous to Existing Boundary within San Bernardino County



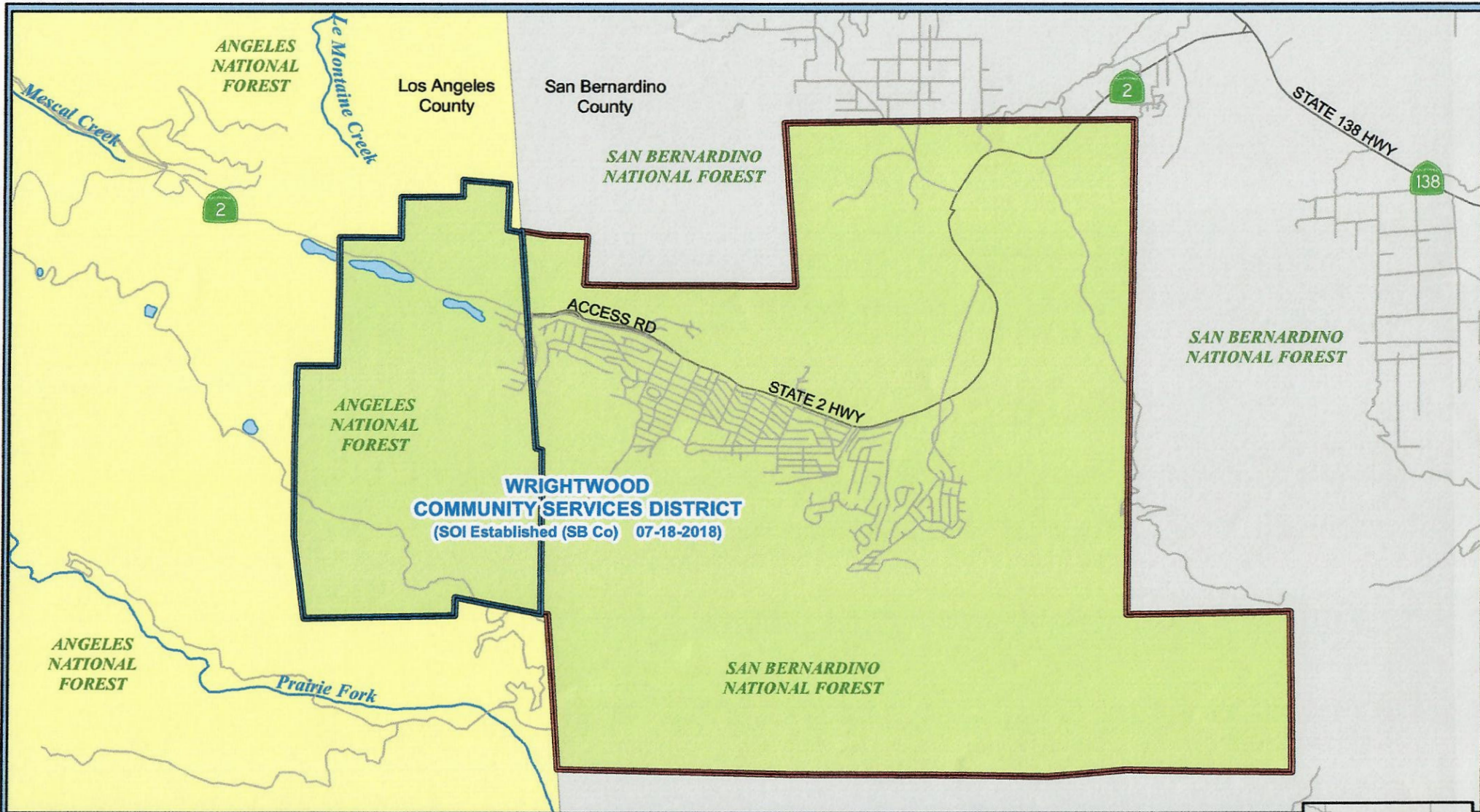
Those Portions of Township 3 North, Ranges 7 and 8 West, S.B.M. San Bernardino County, State of California

- Sphere of Influence Area Containing 8,801 Acres, More or Less
- Wrightwood CSD
- Parcels
- APN Assessors Parcel Number
- Course Number
- County Boundary




FOR QUESTIONS REGARDING THIS MAP OR TO OBTAIN A COPY OF THIS MAP IN ELECTRONIC FORM, PLEASE CONTACT LAFCO FOR SAN BERNARDINO COUNTY

EXHIBIT A-1

EXHIBIT A-1

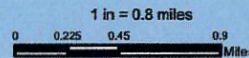


Legend

-  Wrightwood Community Services District, Sphere of Influence (SOI), Los Angeles County
-  Wrightwood Community Services District, Sphere of Influence (SOI), San Bernardino County
-  Wrightwood Community Services District

Sphere of Influence History	
Action	Effective Date
Established (LA Co. only)	08-08-2018

Wrightwood Community Services District
(Los Angeles portion)



LAFCO
Local Agency Financial Control Officers



ATTACHMENT #2



**GOVERNMENT CODE
SECTION 56824.10 ET SEQ
NEW OR DIFFERENT
FUNCTIONS FOR SPECIAL
DISTRICTS**

Hearing on approval of report and recommendation of advisory committee; notice

56824.3. The executive officer shall give notice of the hearing by publication, as provided in Sections 56153 and 56154, by posting, as provided in Sections 56158 and 56159, and by mailing to the clerk of the county and each local agency within the county, as provided in Sections 56155, 56156, and 56157.

Hearing on approval of report and recommendation of advisory committee; time and place; proposal for changes

56824.5. The hearing shall be held by the commission at the time and place specified or to which the hearing may be continued. During the course of the hearing, the commission may propose changes in the report and recommendations. Any proposed changes shall be referred, for review, to the special district advisory committee, or if the advisory committee has appointed an executive committee, to that executive committee. The advisory committee, or the executive committee, shall have 60 days to report back to the commission. If no report is received by the commission within 60 days, the advisory committee shall be deemed to have approved the proposed changes in the report and recommendation.

Within 30 days after the conclusion of the hearing, the commission shall adopt a resolution approving the report and recommendation, either as filed or as those regulations may be changed by the commission.

Resolution approving report and recommendation of advisory committee; orders

56824.7. Any resolution approving the report and recommendation of a special district advisory committee, either as filed or as changed by the commission, shall order both of the following:

(a) The repeal of regulations, in accordance with the recommendations of the approved report.

(b) The chairperson of the commission to call and give notice of a meeting of the independent special district selection committee to be held within 15 days after the adoption of the resolution if special district representatives on the commission are to be selected pursuant to Section 56332.

Article 1.5. New or Different Services

New or different services; resolution of application

56824.10. Commission proceedings for the exercise of new or different functions or classes of services or divestiture of the power to provide particular functions or classes of services, within all or part of the jurisdictional boundaries of a special district, pursuant to subdivision (b) of Section 56654, may be initiated by a resolution of application in accordance with this article.

District's proposal to provide new or different services

56824.12. (a) A proposal by a special district to provide a new or different function or class of services or divestiture of the power to provide particular functions or classes of services, within all or

part of the jurisdictional boundaries of a special district, pursuant to subdivision (b) of Section 56654, shall be made by the adoption of a resolution of application by the legislative body of the special district and shall include all of the matters specified for a petition in Section 56700, except paragraph (6) of subdivision (a) of Section 56700, and be submitted with a plan for services prepared pursuant to Section 56653. The plan for services for purposes of this article shall also include all of the following information:

Plan for services

(1) The total estimated cost to provide the new or different function or class of services within the special district's jurisdictional boundaries.

(2) The estimated cost of the new or different function or class of services to customers within the special district's jurisdictional boundaries. The estimated costs may be identified by customer class.

(3) An identification of existing providers, if any, of the new or different function or class of services proposed to be provided and the potential fiscal impact to the customers of those existing providers.

(4) A written summary of whether the new or different function or class of services or divestiture of the power to provide particular functions or classes of services, within all or part of the jurisdictional boundaries of a special district, pursuant to subdivision (b) of Section 56654, will involve the activation or divestiture of the power to provide a particular service or services, service function or functions, or class of service or services.

(5) A plan for financing the establishment of the new or different function or class of services within the special district's jurisdictional boundaries.

(6) Alternatives for the establishment of the new or different functions or class of services within the special district's jurisdictional boundaries.

(b) The clerk of the legislative body adopting a resolution of application shall file a certified copy of that resolution with the executive officer. Except as provided in subdivision (c), the commission shall process resolutions of application adopted pursuant to this article in accordance with Section 56824.14.

Noticed public hearing on district's application

(c) (1) Prior to submitting a resolution of application pursuant to this article to the commission, the legislative body of the special district shall conduct a public hearing on the resolution. Notice of the hearing shall be published pursuant to Sections 56153 and 56154.

(2) Any affected local agency, affected county, or any interested person who wishes to appear at the hearing shall be given an opportunity to provide oral or written testimony on the resolution.

Commission review and approval 56824.14. (a) The commission shall review and approve with or without amendments, wholly, partially, or conditionally, or disapprove proposals for the establishment of new or different functions or class of services, or the divestiture of the power to provide particular functions or class of services, within all or part of the jurisdictional boundaries of a special district, after a public hearing called and held for that purpose. The commission shall not approve a proposal for the establishment of new or different functions or class of services within the jurisdictional boundaries of a special district unless the commission determines that the special district will have sufficient revenues to carry out the proposed new or different functions of class of services except as specified in paragraph (1).

(1) The commission may approve a proposal for the establishment of new or different functions or class of services within the jurisdictional boundaries of a special district where the commission has determined that the special district will not have sufficient revenue to provide the proposed new or different functions or class of services, if the commission conditions its approval on the concurrent approval of sufficient revenue sources pursuant to Section 56886. In approving a proposal, the commission shall provide that if the revenue sources pursuant to Section 56886 are not approved, the authority of the special district to provide new or different functions or class of services shall not be established.

(2) Unless otherwise required by the principal act of the subject special district, or unless otherwise required by Section 57075 or 57076, the approval by the commission for establishment of new or different functions or class of services, or the divestiture of the power to provide particular functions or class of services, shall not be subject to an election.

(b) At least 21 days prior to the date of that hearing, the executive officer shall give mailed notice of the hearing to each affected local agency or affected county, and to any interested party who has filed a written request for notice with the executive officer. In addition, at least 21 days prior to the date of that hearing, the executive officer shall cause notice of the hearing to be published in accordance with Section 56153 in a newspaper of general circulation that is circulated within the territory affected by the proposal proposed to be adopted.

(c) The commission may continue from time to time any hearing called pursuant to this section. The commission shall hear and consider oral or written testimony presented by any affected local agency, affected county, or any interested person who appears at any hearing called and held pursuant to this section.

Article 2. Reorganization

56825. The commission shall have the powers and duties set forth in Part 2 (commencing with Section 56300) and the additional powers and duties specified in this chapter.

Provisions; one or more changes

56826. A reorganization or a plan of reorganization shall provide for one or more changes of organization of any type for each of the subject districts and may provide for the formation of one or more new districts pursuant to the principal act or acts designated in the reorganization or plan of reorganization and Section 56100.

Consolidation of special districts not formed pursuant to the same principal act; conditions for approval

56826.5. (a) A proposal for reorganization that includes the consolidation of two or more special districts not formed pursuant to the same principal act shall only be approved by the commission if both the following conditions are met:

(1) The commission is able to designate a successor or successors, or form a new district or districts, authorized by their respective principal acts to deliver all of the services provided by the consolidating districts at the time of consolidation.

(2) The commission makes the determinations specified in subdivision (b) of Section 56881.

(b) If a proposal for reorganization that includes the consolidation of two or more special districts not formed pursuant to the same principal act is initiated by the commission pursuant to subdivision (a) of Section 56375, it shall only be approved if the commission has prepared a study pursuant to Section 56378 or the written statement of determinations specified in subdivision (a) of Section 56430, and all of the following conditions are met:

(1) Each of the services provided by the districts subject to the proposal will be provided by a successor or successors, or by the formation of a new district authorized under a principal act to deliver the services. The commission may designate a successor other than the districts subject to the proposal only if the successor is currently providing the same service provided by one or more of the districts subject to the proposal. The commission shall not designate a city as a successor unless the city contains 70 percent or more of the area of land within one of the districts subject to the proposal, or the combined territory of two or more of the districts subject to the proposal, within its boundaries, and 70 percent or more of the number of registered voters of the district or the combined districts who reside within the boundaries of the city.

(2) The public services costs of the proposal that the commission is authorizing are likely to be less than or substantially similar to the costs of alternative means of providing the service.

ATTACHMENT #3



**SAN BERNARDINO COUNTY
BOARD OF SUPERVISORS
OCTOBER 6, 2020 AGENDA
ITEM FOR COOPERATIVE
AGREEMENT**

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

October 6, 2020

FROM

LUTHER SNOKE, Interim Director, Department of Public Works – Transportation

SUBJECT

Cooperative Revenue Agreement with the County of Los Angeles for Maintenance, Snow Removal and Ice Control in the Wrightwood Area

RECOMMENDATION(S)

Approve a Cooperative Revenue **Agreement No. 20-975** with the County of Los Angeles for reimbursement of maintenance, snow removal and ice control activities in the Wrightwood area for the period of October 6, 2020 through June 30, 2025, in an amount not-to-exceed \$20,000 per project and up to \$50,000 per fiscal year.

(Presenter: Melissa Walker, Deputy Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

**Provide for the Safety, Health and Social Service Needs of County Residents.
Pursue County Goals and Objectives by Working with Other Agencies.**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The County of San Bernardino Department of Public Works – Transportation (Department) is funded by Gas Tax revenue, fee revenue, and other state and local funding. The costs and reimbursement revenue for this Agreement will vary depending upon the weather pattern and the need for maintenance, snow removal or ice control activities. All work requested by the County of Los Angeles (LA County) that is performed by Department staff or contractors will be fully reimbursable by LA County, up to a total of \$20,000 per project, and not-to-exceed \$50,000 per fiscal year. Sufficient appropriation and revenue are included in the 2020-21 Road Operations budget (6650002000 – 71H14973) and will be included in future recommended budgets.

BACKGROUND INFORMATION

Wrightwood sits in an area of the San Gabriel Mountains and includes a section of roads that are in the jurisdiction of LA County. These areas are difficult for LA County to service due to the local traffic that comes with the ski season, resulting in unusually high amounts of snow fall accumulating on roads in the area before it can be plowed. Department resources and staff are more aptly situated to service the Wrightwood area, as the Department provides service to the majority of the community. This Cooperative Revenue Agreement is beneficial for both parties, providing an opportunity to pursue County goals and objectives by working with other agencies, as well as providing for the safety, health, and social service needs of County residents.

**Cooperative Revenue Agreement with the County of Los Angeles for
Maintenance, Snow Removal and Ice Control in the Wrightwood Area
October 6, 2020**

According to the Cooperative Revenue Agreement, the Department will remove snow from the section of roads in Wrightwood that are in the jurisdiction of LA County. The Department shall provide snow removal on LA County streets in the Wrightwood community west of Cardinal Road to include Cardinal Road, Raven Road, Timberline Drive, Flume Canyon Drive and its connecting streets, Swallow Hill Drive, Logwood Drive, Red Start Drive, Pine Creek Drive, Goldhill Drive, and Rapid Grove Drive. The Department will schedule requested work upon receipt of a written "Notice to Proceed" from LA County and will provide to LA County a schedule of work days anticipated for the work for LA County concurrence. The Department, in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to LA County.

For snow events, each agency shall coordinate prior to upcoming storms and discuss activation of requests. At the request of LA County, both entities shall install changeable message boards to alert drivers of chain control and overall roadway conditions on the LA County side of the Wrightwood area after receiving a "Notice to Proceed." Upon completion of each individual work assignment, the Department will submit to LA County an itemized accounting of actual contract work costs incurred by the Department and an invoice for such costs. LA County will fully reimburse the Department or contractors for all costs incurred in performing contract work, on a per project basis, up to a total of \$20,000 per project and \$50,000 per fiscal year, within 60 days of receiving an invoice.

This Agreement may be terminated by either party upon a 90-day advance written notice.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Suzanne Bryant, Deputy County Counsel, 387-5455) on April 23, 2020; Finance (Jessica Trillo, Administrative Analyst, 387-4222) on August 5, 2020; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on August 9, 2020.


**Cooperative Revenue Agreement with the County of Los Angeles for
Maintenance, Snow Removal and Ice Control in the Wrightwood Area
October 6, 2020**

Record of Action of the Board of Supervisors
County of San Bernardino

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Robert A. Lovingood
Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: October 6, 2020



cc: PW/Trans- Biggs w/agree
 Contractor- C/O PW/Trans w/agree
 File- w/agree
LA 10/15/2020

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

San Bernardino County Public Works – Transportation

Department Contract Representative Brendon Biggs, P.E.
Telephone Number (909) 387- 8040

Contractor County of Los Angeles
Contractor Representative Jim Daly, P.E.
Telephone Number (626) 458-5900
Contract Term October 6, 2020 - June 30, 2025
Original Contract Amount \$20,000 per project not to exceed
\$50,000 per fiscal year

Amendment Amount _____
Total Contract Amount _____
Cost Center 6650002000

IT IS HEREBY AGREED AS FOLLOWS:

RECITALS

WHEREAS, the County of Los Angeles (**LA COUNTY**) and the County of San Bernardino (**SB COUNTY**) have observed that many of the street facilities and related appurtenances need occasional maintenance and repair, which includes snow removal and ice control, within **LA COUNTY**'s jurisdiction in the vicinity of the unincorporated community of Wrightwood (**COOPERATIVE AREA**), as described and depicted with specificity on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Streets and Highways Code section 941.6 authorize a county to contract with another county for the maintenance, construction or reconstruction of its streets, if the county's Board of Supervisors agree to expend funds for the maintenance; and

WHEREAS, **SB COUNTY** and **LA COUNTY** previously entered into Agreement 02-153 for snow removal services in the Mount Baldy and the Wrightwood areas; and

WHEREAS, **SB COUNTY** and **LA COUNTY** desire to terminate Agreement 02-153 and enter into a new maintenance agreement for Wrightwood area; and

WHEREAS, the legislative bodies of **LA COUNTY** and **SB COUNTY** have determined that it is necessary for the more efficient maintenance and snow removal and ice control activities of **LA COUNTY**'s street facilities and related appurtenances within the **COOPERATIVE AREA** for the Parties to contract with each other for **SB COUNTY** to sometimes perform said work in **LA COUNTY**'s jurisdiction, including emergency work, on street facilities and related appurtenances located within the **COOPERATIVE AREA** (hereinafter referred to as "**CONTRACT WORK**"); and

WHEREAS, **CONTRACT WORK** will be performed by the **SB COUNTY**'s staff and/or contractors; and

WHEREAS, **CONTRACT WORK** will not exceed twenty thousand dollars (\$20,000) per project and will not exceed fifty thousand dollars (\$50,000) in each fiscal year during the term of this contract, and **LA COUNTY** will reimburse **SB COUNTY** for all costs incurred in performing such **CONTRACT WORK** in accordance with the terms and conditions set forth in this contract; and

WHEREAS, each county recognizes with mutual assistance there may be reasonable costs associated with services provided but not limited to, personnel, equipment, and supplies used in assisting any county participating in this contract; and

WHEREAS, **SB COUNTY** and **LA COUNTY** are sometimes individually referred to in this contract as a **PARTY** and collectively referred to as **PARTIES**; and

WHEREAS, **SB COUNTY** and **LA COUNTY** desire to set forth the responsibilities and obligations of each as they pertain to the work described in this contract.

ARTICLE I – PUBLIC WORKS – TRANSPORTATION

SECTION 1 – CONTRACT WORK PROVIDED TO LA COUNTY

For **CONTRACT WORK** provided to **LA COUNTY**:

SB COUNTY AGREES TO:

- 1.1.1 Except for snow removal and ice control, schedule requested work upon receipt of a written "Notice to Proceed" from **LA COUNTY** and to provide to **LA COUNTY** a schedule of work days anticipated for the work for **LA COUNTY** concurrence. **SB COUNTY**, through its authorized representative identified in Paragraph 3.1.4 and in its sole discretion, shall decide whether to approve or disapprove an individual "Notice to Proceed" and provide specific services to **LA COUNTY**.
- 1.1.2 Utilize **SB COUNTY**'s Department of Public Works labor force and/or contractors in providing services under this contract.
- 1.1.3 Provide snow removal and ice control on **LA COUNTY** streets in the Wrightwood community to include Cardinal Road, Raven Road, Timberline Drive, Flume Canyon Drive and its connecting streets, Swallow Hill Drive, Logwood Drive, Red Start Drive, Pine Creek Drive, Goldhill Drive, Rapid Grove Drive.
- 1.1.4 Provide snow removal and ice control on **LA COUNTY** streets in the Wrightwood community at the same time and level of service for snow removal on **SB COUNTY** streets. Snow removal activities on **LA COUNTY** streets in Wrightwood shall commence alongside normal activation of **SB COUNTY** snow removal activities for **SB COUNTY** streets in the Wrightwood area.
- 1.1.5 Invoice **LA COUNTY** for time and material. A log of snow removal activities shall accompany each invoice. A log of snow removal activities shall accompany each invoice.
- 1.1.6 Obtain a no-cost permit from **LA COUNTY** for any **CONTRACT WORK** to be performed within **LA COUNTY**'s right-of-way. **SB COUNTY**'s Director of Public Works, or the Director's designee, shall have the authority to obtain a permit from **LA COUNTY** for **CONTRACT WORK**

- 1.1.7 Upon completion of each individual work assignment, submit to **LA COUNTY** an itemized accounting of actual **CONTRACT WORK** costs incurred by **SB COUNTY** and an invoice for such costs.
- 1.1.8 Require all contractors and vendors providing **CONTRACT WORK** to have appropriate and adequate insurance coverage in accordance with **LA COUNTY** permit insurance and indemnity provisions for the mutual protection and benefit of the **PARTIES**.
- 1.1.9 Enforce **SB COUNTY**'s contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages. When applicable, **SB COUNTY** shall fill out and submit to the California Department of Industrial Relations a PWC-100 form.
- 1.1.10 Accept payment for **CONTRACT WORK** requested by **LA COUNTY** for up to twenty thousand dollars (\$20,000) per project.

LA COUNTY AGREES TO:

- 1.1.11 Provide **SB COUNTY** a written "Notice to Proceed" for any authorized work requested by **LA COUNTY**.
- 1.1.12 Provide a no-cost permit to **SB COUNTY** for its work within **LA COUNTY**'s right-of-way.
- 1.1.13 After **SB COUNTY** completes each individual **CONTRACT WORK** assignment and submits an itemized accounting of actual **CONTRACT WORK** costs incurred by **SB COUNTY** along with an invoice, to reimburse **SB COUNTY** for **CONTRACT WORK** costs within twenty (60) calendar days after receipt of invoice.
- 1.1.14 Provide a qualified representative who shall have the authority to discuss and attempt to resolve any issues or disputes which may arise concerning the **CONTRACT WORK** with the **SB COUNTY**.
- 1.1.15 Comply with any applicable California Environmental Quality Act (CEQA) requirements as well as completing the required CEQA documents.
- 1.1.16 When applicable, fill out and submit to the California Department of Industrial Relations a PWC-100 form.

SECTION 2 – MUTUAL OBLIGATIONS

IT IS MUTUALLY AGREED:

- 1.2.1 The types of **CONTRACT WORK** shall include, but not be limited to, snow removal and ice control.
- 1.2.2 The cost for each project shall not exceed twenty thousand dollars (\$20,000).
- 1.2.3 The total cost for all work performed pursuant to Section 1.1.1 shall not exceed fifty thousand dollars (\$50,000) per fiscal year, absent a prior written amendment to this contract.
- 1.2.4 **SB COUNTY** is only responsible to provide the **CONTRACT WORK** of facilities identified in the "Notice to Proceed" from **LA COUNTY** and agreed to by **SB COUNTY**. After completion of **CONTRACT WORK** on any particular facility, **LA COUNTY** shall be responsible for all future maintenance and repair work associated with the **CONTRACT WORK**, unless **SB COUNTY** receives a future request to provide additional **CONTRACT WORK** under this contract, followed by an approval of a written "Notice to Proceed."
- 1.2.5 The **PARTIES** shall comply with all applicable laws and regulations, including, but not limited to, all applicable Public Contract Code (e.g. bidding requirements), Labor Code (e.g. prevailing wage requirements), Business and Professions Code (e.g. licensing requirements), and Civil Code requirements (e.g. payment bond requirements).
- 1.2.6 For snow events, each agency shall coordinate prior to upcoming storm season and discuss activation and requests for mutual aid. **SB COUNTY** shall receive one notice to proceed covering snow removal and ice control for the storm season. If **SB COUNTY** performs snow removal and placement of cinders on the **LA COUNTY** side of the Wrightwood area as identified in 1.1.3, then **SB COUNTY** shall document and invoice **LA COUNTY**.
- 1.2.7 **LA COUNTY** shall prepare and submit to **SB COUNTY** a "Notice to Proceed" that outlines the work requested within the scope and budget limitations of this contract. The Notice to Proceed shall include the location (street(s) or highway(s)) the work shall take place on, the scope of the work, the requested schedule, the level of service required (if necessary), and other pertinent terms and details for the

project within the scope of this contract. The **LA COUNTY** Director of Public Works/**LA COUNTY** Engineer shall have the authority to prepare and submit a "Notice to Proceed," as well as approve **CONTRACT WORK** projects up to \$20,000 each.

- 1.2.8 **SB COUNTY** is under no obligation to perform work tasks and **SB COUNTY's** representative identified in Paragraph 3.1.4 may decline to perform the requested work with or without reason within 14 days of receipt of Notice to Proceed

ARTICLE II – MISCELLENEOUS

IT IS FURTHER UNDERSTOOD AND AGREED:

- 2.1 The Effective Date of this contract shall be the first date on which all of the following has occurred: (1) **LA COUNTY's** Board and **SB COUNTY's** Board have each approved the contract; and (2) the authorized representative of each has signed the contract.

2.2 Insurance and Indemnification

SB COUNTY and **LA COUNTY** are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this contract.

Neither **LA COUNTY** nor any officer, employee, agent, or volunteer of **LA COUNTY** shall be responsible for any damage or liability arising out of, pertaining to, or relating to any acts or omissions on the part of **SB COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **SB COUNTY** or its contractors under this contract. It is also understood and agreed that, pursuant to Government Code section 895.4, **SB COUNTY** shall fully indemnify, defend (with counsel approved by **LA COUNTY**) and hold **LA COUNTY** and its officers, employees, agents, and volunteers harmless from any liability imposed for injury (as defined by Government Code section 810.8) arising out of, pertaining to, or relating to any acts or omissions on the part of **SB COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **SB COUNTY** or its contractors under this contract.

Neither **SB COUNTY** nor any officer, employee, agent or volunteer of **SB COUNTY** shall be responsible for any damage or liability arising out of, pertaining to, or relating to any acts or omissions on the part of **LA COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **LA COUNTY** or its contractors under this contract. It is also understood and agreed that, pursuant to Government Code section 895.4, **LA COUNTY** shall fully indemnify, defend (with counsel approved by **SB COUNTY**) and hold **SB COUNTY** and its officers, employees, agents, and volunteers harmless from any liability imposed for injury (as defined by Government Code section 810.8) arising out of, pertaining to, or relating to any acts or omissions on the part of **LA COUNTY** or its contractors under or in connection with any work, authority or jurisdiction delegated to and performed by **LA COUNTY** or its contractors under this contract.

In the event **SB COUNTY** and/or **LA COUNTY** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this contract, **SB COUNTY** and/or **LA COUNTY** shall indemnify the other to the extent of its comparative fault.

LA COUNTY and **SB COUNTY** agree to waive all rights of subrogation against each other.

- 2.3 No supplement, modification, or amendment of this contract shall be binding unless executed in writing and signed by **LA COUNTY** and **SB COUNTY**.
- 2.4 All notices, approvals, consents or other documents required or permitted under this contract shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three calendar days after deposit in the United States mail, certified, with first class postage, fully prepaid, addressed as follows:

County of Los Angeles
P.O. Box 1460
Alhambra, Ca 91802-1460
Authorized Representative:
Director of Public Works

County of San Bernardino
825 East Third Street
San Bernardino, CA 92415
Authorized Representative:
Director of Public Works

- 2.5 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a **PARTY** shall give the other **PARTY** any contractual rights by custom, estoppel, or otherwise.
- 2.6 This contract shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this contract invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this contract is frustrated. Any dispute or action to enforce any obligation under this contract shall be filed and resolved in the appropriate Superior Court. In the event of litigation arising from this contract, each **PARTY** to the Contract shall bear its own costs, including attorney's fees. This provision concerning costs shall not apply to costs or attorney's fees relative to paragraphs 3.1.2.
- 2.7 This contract contains the entire agreement of the **PARTIES** with respect to subject matter hereof, and supersedes all other prior negotiations, understandings or contracts. This contract may only be modified in writing, signed by authorized representatives of both **LA COUNTY** and **SB COUNTY**.
- 2.8 This contract shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid/assistance contracts between any of the **PARTIES** for fire and rescue services, law enforcement, EMS, or medical/public health services. This contract is specific to Public Works Transportation resources with respect to the **COOPERATIVE AREA**; to the extent an inconsistency exists between any such preexisting resource assistance or mutual aid/assistance contract and this contract, the former shall control and prevail.
- 2.9 This contract may be terminated, with or without cause, by either **LA COUNTY** or **SB COUNTY** upon ninety (90) calendar days advance written notice by the party wishing to terminate, provided however, that any such cancellation shall not be effective as to any existing obligations pursuant to any **CONTRACT WORK** authorized prior to notice of cancellation or any outstanding claims pursuant to Article 2 hereof. In the event of cancellation as provided herein, all **CONTRACT WORK** costs required to be paid by the **PARTIES** prior to the effective date of cancellation shall be paid by the **PARTIES** as provided in this contract.
- 2.10 Except with respect to the indemnification obligations contained herein which shall survive the termination of this contract, this contract shall commence on the date it is approved by both **PARTIES**, and shall terminate on June 30, 2025, unless it is terminated early as provided in Paragraph 2.9.
- 2.11 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
- 2.12 The Recitals preceding the terms of this contract are incorporated into the terms hereof by this reference and constitute constructive terms of this contract.
- 2.13 Since the **PARTIES** or their agents have participated fully in the preparation of this contract, the language of this contract shall be construed simply, according to its fair meaning, and not strictly for any or against any party.

IN WITNESS WHEREOF, SB COUNTY and LA COUNTY have each caused this contract to be subscribed by its respective duly authorized officers on its behalf.

COUNTY OF SAN BERNARDINO

COUNTY OF LOS ANGELES

▶

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

By: _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

▶

Suzanne Bryant, Deputy County Counsel

▶

Andy Silao, Division Chief

▶

Brendon Biggs, Assistant Director, Department of
Public Works

Date _____

Date _____

Date _____

EXHIBIT A
Wrightwood Cooperative Agreement Map



County Snowplow Roads

Details Legend Bookmarks Share

Public Works Plowed Roads
Special District Plowed Roads
Additional Information

Click on a particular road for detailed information about which county department is responsible for snowplow service and how to contact the department.

USDA FSA

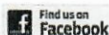
SNOW REMOVAL GUIDE 2019-20

Courtesy of
San Bernardino County
Department of Public Works

825 East Third Street • San Bernardino, CA

92415-0835 (909) 387-8063

www.sbcounty.gov/dpw



Winter is coming. Be prepared for snow! In providing for the Safety, Health and Social Service Needs of County residents, this brochure has been provided to you by the County of San Bernardino. The Department of Public Works will be diligent again this year in clearing the County Maintained Roads. Berms are a product of that clearing and they cannot be avoided. **Please know that private driveways cannot be cleared by County snow plows. Private driveways are the responsibility of the property owner. Removing berms from driveways is part of clearing the driveways.** Need help with clearing your driveway? Look locally, companies and individual workers are ready to help.

Contact us at **RADIO DISPATCH (909) 387-8063** or Dispatch@dpw.sbcounty.gov

For inquiries during storms, please call our Radio Dispatcher for updates and snowplow/cindering information. Listed below are the County Road Yard telephone numbers:

ANGELUS OAKS Mike Hodge . (909) 387-1801	FOREST FALLS Mike Hodge . . (909) 387-1801
BIG BEAR Dean Saylor . (909) 866-2167	LYTLE CREEK David Ramirez (909) 823-8811
CITY OF BIG BEAR LAKE.....(909) 866-7521	MT. BALDY David Ramirez . (909) 823-7514
BLUE JAY Lamar Allman (909) 336-7509	*RUNNING SPRINGS...Matt Duran (909) 867-3683
CRESTLINE Jess Saldana (909) 338-2140	WRIGHTWOOD Frank Opice . . (760) 949-0335

*Activated only during snow removal.

ROAD YARD SUPERVISORS are usually only available by telephone between the hours of 7:00 to 7:30 a.m. and 4:00 to 4:30 p.m. At other times, they are working in the field. However, you may leave a message on the telephone answering machine.

● **CALTRANS IS RESPONSIBLE FOR SNOW REMOVAL AND CINDER SPREADING ON STATE**

HIGHWAYS. There are also a few areas where snow removal is performed under contract by County Special Districts Department. In some areas, private citizens and businesses also plow snow for their own benefit on non County Maintained roads. You may verify if your road is a County Maintained Road, or if it is plowed by Special Districts by visiting our website at the email address below and selecting "County Snow Removal Roads".

<http://sbcountypdw.maps.arcgis.com/home/index.html>

- **SNOWPLOW-RELATED CLAIMS** may be directed to the Risk Management Division, (909) 386-8631.
- **BERMS** Windrows/berms are a product of clearing roads and cannot be avoided. The County does not have a berm removal program. After snow has stopped and at least two passes have been made, snow blowers are used to obtain the maximum width possible.
- **DRIVEWAYS.** Removal of windrows/berms from driveways are the responsibility of property owners. Unless you have to get out of your driveway immediately, save yourself some shoveling chores. San Bernardino County snow-removal crews make at least two passes on each side of the road. Wait until the second pass before opening your driveway. If conditions are extremely cold, it may be necessary to shovel after both passes to prevent the berm from freezing over.
- **SHOVELING DRIVEWAY.** When shoveling out your driveway, throw the snow to the right as you look toward

the road and you'll be following the snowplow's pattern. If you throw it to the left, the plow will bring part of it back into the driveway on the next round. Snowplows remove snow from left to right. Do not throw snow back onto roadway.

- **CUL-DE-SACS** are plowed differently due to the inability for most plows to turn around in the small area. Please do not park vehicles on any County maintained road, including cul-de-sacs, as this will interfere with snowplowing operations.
- **VEHICLE PARKING — SAN BERNARDINO COUNTY CODE 53.0301-53-53.0308 and CVC 22510(a) and 42001** restricts parking on the mountain streets when snow conditions exist, generally from October 15 through April 15 every year. Snow removal operations begin when more than two inches of snow has accumulated on the ground and is in operation until streets have been cleared to their full widths. The right of way extends beyond the edge of pavement to the property line, which is generally three feet beyond the edge of the pavement. Snowfall often starts in the middle of the night. Therefore, even if snow conditions did not exist when you left your car, you are still subject to citation and/or tow. **The best policy is to keep your vehicle parked off the streets at all times. Always park your vehicle OFF the road or street right-of-way.** If you live on a narrow road and the ONLY parking you have is along the street, GET OFF THE ROAD AS FAR AS POSSIBLE. It will help if you are able to dig an area to get your car further back off the road – even half a width helps a lot. Parked cars blocking snow plows can prevent and/or delay roads from being plowed.
- **CINDERS** – Cinders are placed after plowing operations are complete on certain roads to increase traction and are not a substitute for cautious driving, chains, snow tires, and other safety items required to navigate in snow prone areas. We do not cinder all County maintained roads, cinders are placed on primary roads when the roads are experiencing icy conditions. We also cinder in school areas and at the request of law enforcement agencies, regardless of road classification. You can request cinders when there are icy conditions on your road and your request will be investigated.
- **CHILDREN.** A snow storm can be a delightful experience. However, caution your child not to slide down driveways onto streets. Hillsides and driveways are dangerous playgrounds and a child on a sled is no match for a vehicle on an icy road. Also keep children away from the snowplows as they are dangerous pieces of equipment.
- **GARBAGE CANS.** Think about your garbage cans during snow storms. If you put them too close to the roadway, the snowplows may have to go around them and leave your area unplowed. Do not put them too far back, as the garbage collector may not have good access to pick them up.
- **CHAINS.** Don't wait for a storm to discover your chains don't fit your tires. Check them first, especially if you have bought new tires. **KEEP THE CHAINS IN YOUR CAR.**
- **WEATHER FORECASTS** may be obtained by calling your local radio station. Weather updates are also available on your local TV cable channel or www.wrh.noaa.gov/sgx. Road conditions for State of California highways are available by dialing 800-427-ROAD (7623).
- **DRIVING TIME.** Allow additional driving time (45 to 60 minutes minimum) during storm conditions. You may run into road closures, heavy fog, icy conditions or other situations which will delay you.
- **BE COURTEOUS.** Stormy conditions can bring on short tempers and sometimes even panic. If you are in need of snow removal, call Radio Dispatch at (909) 387-8063 or email Dispatch@dpw.sbcounty.gov.

SNOWPLOW OPERATORS. Please do not stop the snowplow operators to ask questions or comment on the service. Snowplow drivers are assigned specific areas and cannot plow other areas unless directed by their supervisor. Remember, some snowplow drivers are not residents of your area and may not be familiar with situations particular to your neighborhood. Also, snowplows are expensive to operate and we want to keep them on the move as much as possible. If you need information about snowplowing, you should call the Radio Dispatcher (909/387-8063) or the County Communications Center at (909/356-3805) after 5:00 PM weekdays or on weekends and holidays. Information is also available on the San Bernardino County Website at <http://www.sbcounty.gov/dpw>. E-Mail inquiries may be directed to Dispatch@dpw.sbcounty.gov.

FUNDING. Many people believe that snow removal and cinder spreading costs are paid out of property taxes. However, property taxes do not pay for snow removal or cinder spreading costs on roads maintained by County Public Works. The funds for Public Works Roads come from the State Highway Users Tax, also known as gas tax. The State tax you pay as part of the cost of fuel for your car. These funds are kept separately by the State and allocated proportionately on an annual basis to each County. When snow removal and cinder spreading costs exceed the amount allocated to the County by the State, it means that other road maintenance projects in your area may have to be delayed in order to pay for these immediate additional costs. Roads maintained by Special Districts are funded by a portion of property tax levied on the residents in the assessed area.

RESPONSIBILITY FOR SNOW REMOVAL. There are several agencies which may be responsible for snow removal and cinder spreading. The San Bernardino County Department of Public Works is responsible for snow removal on most of the roads that are in the County maintained system. **DO NOT ASSUME THAT ALL SNOWPLOWS AND CINDER SPREADING EQUIPMENT BELONG TO THE COUNTY.** The County does hire private non-County contractors and their equipment to help clear snow. These contractors are required to provide their own insurance coverage, and are liable for any and all damage caused by their negligence.

CHECKLIST:

- Is your home well-stocked with supplies for seven days? If not, you are not prepared to be a mountain resident. Always keep extra food items stored for emergencies. Canned goods, powdered milk, dry staple goods are all a necessity.
- Check your medicine cabinets. Do you have the basic medicines for an unexpected injury or illness? If you require weekly prescription refills, check with your doctor regarding shelf-life of your medications. If possible, order an extra two or three weeks supply.
- Do you have battery-operated flashlights, kerosene lamps, candles, battery-operated radios in case of power failures?
- Do you have alternative heating sources? If you have a fireplace, keep plenty of dry wood available. Check your fireplace for obstructions that may prevent free air flow. Fires and smoke damage can result from blocked chimneys.
- Keep bottled water (One gallon per person, per day) available for emergency use in case pipes freeze or water lines break.
- Get to know your neighbors. You may have to depend on them in case of emergencies.
- Keep a list of emergency phone numbers: utility companies, fire, law enforcement, hospitals and doctors.

HOW TO AVOID PROPERTY DAMAGE

• **DO NOT PARK YOUR VEHICLE WHERE IT WILL BLOCK SNOWPLOWS OR WHERE SNOW, ICE OR CINDERS CAN BE THROWN OR PUSHED AGAINST IT BY THE SNOWPLOW or equipment.** San Bernardino County Code provides that **ANY VEHICLE INTERFERING WITH SNOW REMOVAL OR CINDER SPREADING OPERATIONS WILL BE CITED WITH A MAXIMUM FINE OF \$250.** This Code also **PROHIBITS PARKING ON STATE OR COUNTY ROADWAYS WHICH WOULD INTERFERE WITH SNOW REMOVAL OR CINDER SPREADING OPERATIONS. VEHICLES FOUND IN VIOLATION WILL BE CITED AND/OR TOWED AWAY.**

• If you must leave your vehicle near the edge of the roadway where it will be near snow removal or cinder spreading operations, **PARK IT OFF THE ROAD AS FAR AS POSSIBLE.** It will help if you are able to dig an area to get your car further back off the road – even half a vehicle width helps. **FLAG YOUR VEHICLE** using a broomstick, colored flag or any other device that would help snowplow drivers spot a snow-covered vehicle. Flagging helps protect your vehicle, but you are still subject to citation and/or towing of your vehicle should your vehicle impede snow removal operations.



- Check the location of your walls, fences, lightposts, shrubbery and sprinkler systems. These items are virtually invisible as the snow gets deeper and should also be marked with red poles and flags when near the roadway. If small boats and trailers are stored on your property, they should be well away from the roadway. Consideration should also be given to providing additional space for visitor parking so your winter guests will not be subject to citations, towing, and possible vehicle damage.
- Damage to any improvements installed on the County right- of-way without benefit of a permit is the responsibility of the property owner. If you have any questions about the need for permits, call the County Transportation Permit Section at (909) 387-8046.

IF PROPERTY DAMAGE OCCURS

If your property is damaged during snow removal or cinder spreading operations, it will be in your best interest to obtain as much of the following information as possible:

- Know the date of the occurrence, time and exact location.
- Get a description of the vehicle (blower, blade or bucket), the color of the vehicle, vehicle number and any emblems or insignias.
- Get the driver's name, if possible, and his employer.
- Take pictures of damage if possible.

After obtaining this information, you should call the Road Yard Supervisor in your area and explain the damage to them. They will usually be able to tell you who plowed the street and direct you to the proper agency, contractor, or person who can help you further on your claim.

If County equipment caused this damage, you will be directed to file a "Claim Against the County" with the Risk Management Division. Claims must be submitted within six months of the occurrence. Be sure to include copies of written estimates of damage and photographs, if possible. Mail to Risk Management, 222 West Hospitality Lane, Third Floor, San Bernardino, CA 92415-0016.

Following these simple steps will help you expedite handling of your claim. Presenting a "Claim Against the County" is time consuming. You may have to wait, only to find out you have presented a claim to the wrong party. **BE SURE TO CHECK WITH YOUR ROAD YARD SUPERVISOR FIRST BEFORE FILING A CLAIM AGAINST THE COUNTY.**

SNOWPLOW-RELATED CLAIMS may be directed to the Risk Management Division, (909) 386-8631.

~ KEEP THIS PAMPHLET HANDY DURING THE SNOW SEASON ~

POSTAL CUSTOMER

▶ TEMPORARY SNOW STOP ▶

County of San Bernardino
DEPARTMENT OF PUBLIC WORKS
825 East Third Street
San Bernardino, CA 92415-0835

