



Big Bear Fire Authority

BIG BEAR FIRE AUTHORITY

February 1, 2022, Regular Board Meeting

5:00 p.m.

Pursuant to Government Code Section 54953(e)(1)(A), relating to a proclaimed state of emergency and required or recommended social distancing measures, there is no physical location for members of the public to participate. In compliance with the Brown Act, members of the public may observe and participate in the meeting as described below.

The public may observe this meeting by:

- Calling (669) 900-6833 or;
- Join Zoom Meeting online at:
- <https://us02web.zoom.us/j/82379558980?pwd=NDd1aXRzdWw0UVZvUEc3NVNMQUIGUT09>
- Meeting ID: 823 7955 8980 and Passcode: 032390

This meeting will be recorded. Contact the Board Secretary to receive a copy of the recording.

Members of the public may provide comments on agenda items or non-agenda items within the jurisdiction of the Authority in either of the following manners:

1. **Providing Oral Comments During Meeting.** To provide comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the “Raise Hand” feature. This will notify the Secretary that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing *9. Comments will be limited to three (3) minutes. Please be aware that the Chair has the authority to reduce equally each speaker's time to accommodate a large number of speakers.
2. **Written Comments.** Written public comments must be submitted via email to publicmeetingcomments@bigbearfire.org on or before Tuesday, February 1, 2022, at 2:00 p.m. Please limit comments to 300 words or less. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

BOARD OF DIRECTORS

Board Chair John Green
Vice Chair Perri Melnick
Director Rick Herrick
Director Alan Lee
Director Bynette Mote
Director Karyn Oxandaboure
Director Randall Putz
Director John Russo
Director Larry Walsh
Director Al Ziegler

STAFF

Fire Chief Jeff Willis
Assistant Chief/Fire Marshal Mike Maltby
Director of Business Services Kristin Mandolini
Board Secretary Chardelle Smith
Authority Counsel Joseph Sanchez
Authority Counsel Nicholas Norvell

OPEN SESSION

CALL TO ORDER

MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE

ROLL CALL

Please Note: The Chair may, at his or her discretion, take items out of order at the meeting to facilitate the business of the Board and/or for the convenience of the public.

FA1. Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361.

Board to determine and consider findings necessary to continue holding remote/teleconference meetings pursuant to Assembly Bill 361. Currently, the Governor's declaration of a COVID-19 State of Emergency remains in effect. Further, state and local health officials continue to recommend or require social distancing under certain circumstances.

ANNOUNCEMENTS & UPCOMING EVENTS

The Fire Authority's Administrative Office will be closed:

- Monday, February 21, 2022 in observance of Presidents Day and will reopen on Tuesday, February 22, 2022.

PRESENTATIONS

1. Recognition for 5 Years of Service

- Engineer Kevin Cole

Speaker: Jeff Willis, Fire Chief

DIRECTORS' GENERAL ANNOUNCEMENTS – Comments shall pertain to items not on the posted agenda and are limited to three minutes per Authority Member.

GENERAL PUBLIC COMMENT – *Members of the public who wish to comment on topics not included on the agenda or comment on agenda items are invited to provide comments in either of the methods described above.*

CHIEF'S REPORT

Speaker: Chief Willis

FINANCE OFFICER'S REPORT

Speaker: Kristin Mandolini

FIRE AUTHORITY CONSENT CALENDAR

- FA2. Approval of Demands – Check Issue Date 10/01/21 through 11/30/21 in the amount of \$1,640,222.56**
- FA3. Approval of Meeting Minutes from the December 7, 2021 Regular Meeting of the Big Bear Fire Authority.**
- FA4. Receive and File Big Bear Fire Department Monthly Activity Report for October and November 2021.**

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARING

Any person can be heard in support or opposition to the proposals at the time of the meeting. If you challenge the action in court, you may be limited to raising only those issues which you or someone else raised at the public meeting described in the notice or in written correspondence delivered to the Fire Authority at or before the public meeting.

- FA5. Public Hearing on Proposed Ordinance No. BBFA2021-002 Authorizing Establishment of Penalties for Violations of the Fire Code**

Board consideration on conducting a Public Hearing and waiving of the second reading to adopt Ordinance No. BBFA2021-002.

ORDINANCE NO. BBFA2021-002

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, ESTABLISHING PENALTIES FOR VIOLATIONS OF THE FIRE CODE

Speaker: Mike Maltby, Nicholas Norvell

NEW BUSINESS

BIG BEAR FIRE AUTHORITY DISCUSSION ITEMS

- FA6. Lease Purchase Agreement and Resolution for Type 1 Structure Engine and Authorize Chief and Legal to Acquire Purchase Agreement and Contract for Battalion Chief Vehicle and Paramedic Ambulance**

Board consideration to approve the purchase of the Type 1 Structure Engine, Battalion Chief Vehicle, and Paramedic Ambulance; to include the approval of Resolution No. BBFA 2022-002; Lease Purchase Agreement with South Coast Fire Equipment; and Purchase agreements with Banc of America Public Capital Corp.

FA7. Annual Fire Hazard Abatement Inspections

Board consideration to provide annual fire hazard abatement inspections in-house and possibly establish fire prevention fee-based inspection programs.

Speaker: Jeff Willis

FA8. Resolution to Temporarily Lend Reserve Assets and Equipment to Other Fire Departments and Public Agencies

Board consideration of approving Resolution No. 2022-001 and Memorandum of Understanding that allows Big Bear Fire Authority to temporarily lend assets and equipment to other fire departments and public agencies.

Speaker: Jeff Willis

FA9. Annual Assignment of Board Representative to CJPIA

Board Chairman to appoint a delegate and their alternate(s), annually, authorizing them to act as official representatives of the Big Bear Fire Authority on the California Joint Powers Insurance Authority (CJPIA) Board for 2022.

Speaker: Board Chair Green

FA10. Appointment of a Fire Code Appeals Board

Board consideration of the Board Chairman selecting four members from the Fire Authority Board to serve, along with the Board Chair, as the Appeals Board, for a period of one year, beginning February 3, 2022, pursuant to Section 108.1 of Ordinance No. BBFA2014-001, and for the Board approve the appointments by vote.

Speaker: Board Chair Green

FA11. Appointment of a Standing Administrative Committee

Board consideration of the Board Chair selecting four directors, to serve as the Administrative Committee for a period of one year, beginning February 3, 2022, to assist staff in the further development of further Department strategies, and for the Board approve the appointments by vote.

Speaker: Board Chair Green

COMMITTEE REPORTS

A Fire Authority Administrative Committee Meeting was held on December 28, 2021, and January 20, 2022, via zoom, represented by, Board Chair Green, Director Herrick, Director Mote, and Director Ziegler.

DIRECTORS' CLOSING COMMENTS**ADJOURN**

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 27th day of January 2022.



Chardelle Smith, Board Secretary

The Big Bear Fire Authority wishes to make all its public meetings accessible to the public. If you need special assistance to participate in this meeting, please contact Board Secretary Chardelle Smith at 909/866-7566. Notification 48 hours prior to the meeting will enable the Fire Authority to make reasonable arrangements to ensure accessibility to this meeting.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA1

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of the Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361**

PURPOSE:

Consider findings necessary to continue holding remote/teleconference meetings pursuant to AB 361.

DISCUSSION:

As more fully described in the staff report for the December 7, 2021, Board meeting, AB 361 allows public agencies to hold fully or partially virtual meetings under certain circumstances, without being required to follow certain standard Brown Act teleconferencing requirements.

Under AB 361, a legislative body holding virtual meetings pursuant to AB 361 must make certain findings at least every thirty (30) days. Specifically, the legislative body must find that it has reconsidered the circumstances of the state of emergency and either of the following: (1) state or local officials continue to impose or recommend measures to promote social distancing, or (2) as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Because the Board last made findings more than 30 days ago, the Board is required to make the findings to proceed with holding this meeting pursuant to AB 361. Based on current circumstances, the Board can make the required findings. If the Board does not make the findings, the remainder of the meeting would need to be rescheduled to take place in person.

FISCAL IMPACT:

None.

RECOMMENDATION:

Find and determine that the Board has reconsidered the circumstances of the COVID-19 State of Emergency; state or local officials continue to impose or recommend measures to promote social distancing; and meetings of BBFA legislative bodies may be held in a fully or partially remote manner in compliance with Government Code section 54953(e) for the next 30 days.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

SUBJECT: CHIEF'S REPORT

AMBULANCE OPERATOR MODEL

The Ambulance Operator model as approved by the Board on June 2, 2020, is ahead of the planned implementation. When fully built, this model should include 18 Ambulance Operators. The Department currently has 13 Ambulance Operators, which is down by one position from the previous report on this topic. This places the organization at the 72% mark of implementation 20 months into a 3-year program phase-in plan.

Employment interviews for this position occurred on January 10 & 13 for the Ambulance Operator/EMT position. Through this recruitment, testing, and interview process two candidates will be employed and working within the next few weeks, which is reflected in the total number of positions above of 13.

It is evident that there is high turnover for the Ambulance Operator/Paramedic position. Several individuals hired have since moved on to other organizations. There is a high demand for paramedics in the public and private sectors. It is apparent there is just simply a greater demand for emergency services across all sectors that has created a shortage of applicants to fill available positions.

Implementation of this program remains to be a focus point. This program is continuing to evolve and there are fairly frequent meetings amongst the Chief Officers to discuss further implementation strategies and/or modifications to the program.

2022 WILDFIRE PREVENTION AND RESILIENCE PACKAGE

Due to the significant wildfire seasons of 2020 and 2021, the state is taking significant steps toward programs aligned with wildfire reduction and prevention. Just recently released as state budget trailer bills (Attached) is nearly \$1.5 billion allocated for various purposes to prevent, reduce, or mitigate damage caused by wildfire.

As a result of this level of funding, staff is currently evaluating available grant programs and currently plans to write and submit a grant request to reestablish the curbside chipping program that includes staff positions necessary to administrate it. Typically, a key component of grant funded programs is the question of what benefits will be achieved if the grant is awarded and what steps the agency will take to ensure the continuation of the program without grant funds.

REQUEST FOR BUDGET APPROPRIATION BILL

Staff is currently working with Assemblyman Thurston Smith and his Chief of Staff Dillion Lesovsky regarding the possibility of submittal and introduction of an Appropriation Bill to replace Station 283 in Sugarloaf. This station is undersized, with firefighters housed in the 3rd story attic space. When looking at response times, single-story station's responses are one minute faster than multi-story stations. Fire doubles in size every minute, so this request is consistent with increasing fire response capability at the local level. A replacement station would be correctly sized to allow for five persons staffing at minimum. This would allow the staffing of a fire engine and ambulance that currently responds in excess of 1,000 emergency incidents annually.

REQUEST FOR COUNTY FUNDING

Staff was in attendance at a meeting with County Supervisor Dawn Rowe. At this meeting it was shared that in the coming budget there may be discretionary money available to each Supervisor for specific projects within the Districts they represent. A request was made to the Supervisor to consider funding for the following:

- Station 283 Sugarloaf Fire Station Replacement
- Station 284 Baldwin Lake Fire Station Replacement
- Road Improvements on Country Club and Fairway Blvd's
- Storm Drainage Improvement for Sawmill Canyon and Pine View Lane

OFFICE OF TRAFFIC SAFETY (OTS) GRANT REQUEST

Staff has submitted a grant application to the OTS in the amount of \$167,651. If awarded, this grant will install multimodal traffic preemption signaling devices. These devices communicate with responding emergency apparatus and traffic intersection signaling lights to change the direction of travel in favor of approaching emergency vehicles. This reduces overall travel time that contributes to overall response times.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of Big Bear Fire Authority Board

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Kristin Mandolini, Director of Business Services *KM*

SUBJECT: NOVEMBER 30, 2021 YTD FINANCE REPORT

NOVEMBER YTD FINANCIALS – 42% Through the Year

Big Bear Fire Authority

Revenues

- Revenues are at 42% of our YTD budget, with mutual aid interagency reimbursement revenue reaching \$1.6 million. In December, an additional \$2.4 million in property taxes came in.

Expenses

- Expenses are over budget by 4% as the result of a significant demand of personnel for the 2021 wildfire season as well as Covid related absences.

Big Bear Fire Authority
Operating Budget Variance Report
November 30, 2021

	Annual Budget	YTD Total	Variance	%
<i>Revenue</i>				
Property Tax Revenue	11,081,913	3,741,505	(7,340,408)	34%
Current Service Charges	4,954,855	1,787,341	(3,167,514)	36%
Interagency Revenues	600,000	1,633,048	1,033,048	272%
Developer Impact Fees - Transfer in from FPD	400,000	0	(400,000)	0%
Use of Money and Property	145,414	17,523	(127,891)	12%
Other Revenue	16,700	12,885	(3,815)	77%
Total Revenue	17,198,882	7,192,303	(10,006,579)	42%
<i>Expenses</i>				
Salaries & Benefits	14,147,733	6,861,439	(7,286,294)	48%
Supplies	263,065	79,880	(183,185)	30%
Professional Services	800,739	261,894	(538,845)	33%
Maintenance and Equipment	699,204	171,950	(527,254)	25%
Utilities	186,100	67,462	(118,638)	36%
Other Expenditures	613,703	208,800	(404,903)	34%
Total Expenses	16,710,544	7,651,425	(9,059,119)	46%
Capital Expenditures	720,000	0	(720,000)	0%

Accounts Payable

Checks by Date - Detail by Check Number

User: Kmandolini
 Printed: 1/25/2022 4:23 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	WinsL 20211001	Scanner 1 FS284 Rent CIP Increase Difference	10/07/2021	184.48
Total for this ACH Check for Vendor WinsL:				184.48
ACH	02EDD 2021022PP22 2021022PP22	California State Employment Development PR Batch 00003.10.2021 State Unemployment I PR Batch 00003.10.2021 State Income Tax	11/04/2021 PR Batch 00003.10.2021 Stat PR Batch 00003.10.2021 Stat	41.55 25,625.95
Total for this ACH Check for Vendor 02EDD:				25,667.50
ACH	IRS 2021022PP22 2021022PP22 2021022PP22	Department Of Treasury PR Batch 00003.10.2021 Federal Income Tax PR Batch 00003.10.2021 Medicare PR Batch 00003.10.2021 Medicare Employer	11/04/2021 PR Batch 00003.10.2021 Fed PR Batch 00003.10.2021 Med PR Batch 00003.10.2021 Med	64,558.34 6,378.59 5,842.03
Total for this ACH Check for Vendor IRS:				76,778.96
ACH	Melnick 20211011E	Perri Melnick 10/05/21 FA Regular Mtg	10/11/2021	130.00
Total for this ACH Check for Vendor Melnick:				130.00
ACH	Mote 20211011D 20211011E	Bynette Mote 09/30/21 Admin Committee Mtg 10/05/21 FA Regular Mtg	10/11/2021	130.00 130.00
Total for this ACH Check for Vendor Mote:				260.00
ACH	OxanKa 20211011E	Karen Oxandaboure 10/05/21 FA Regular Mtg	10/11/2021	130.00
Total for this ACH Check for Vendor OxanKa:				130.00
ACH	PutzR 20211011E	Randall Putz 10/05/21 FA Regular Mtg	10/11/2021	130.00
Total for this ACH Check for Vendor PutzR:				130.00
ACH	02EDD 2021022PP22 2021022PP22 20211112PP23 20211112PP23	California State Employment Development PR Batch 00002.10.2021 State Unemployment I PR Batch 00002.10.2021 State Income Tax PR Batch 00001.11.2021 State Unemployment I PR Batch 00001.11.2021 State Income Tax	11/17/2021 PR Batch 00002.10.2021 Stat PR Batch 00002.10.2021 Stat PR Batch 00001.11.2021 Stat PR Batch 00001.11.2021 Stat	60.44 94.36 79.54 17,251.36
Total for this ACH Check for Vendor 02EDD:				17,485.70
ACH	IRS 2021022PP22 2021022PP22 2021022PP22	Department Of Treasury PR Batch 00002.10.2021 Federal Income Tax PR Batch 00002.10.2021 Medicare PR Batch 00002.10.2021 Medicare Employer	11/17/2021 PR Batch 00002.10.2021 Fed PR Batch 00002.10.2021 Med PR Batch 00002.10.2021 Med	213.32 29.21 29.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20211116PP23	PR Batch 00001.11.2021 Federal Income Tax	PR Batch 00001.11.2021 Fed	42,892.77
	20211116PP23	PR Batch 00001.11.2021 Medicare	PR Batch 00001.11.2021 Med	4,917.71
	20211116PP23	PR Batch 00001.11.2021 Medicare Employer	PR Batch 00001.11.2021 Med	4,602.54
Total for this ACH Check for Vendor IRS:				52,684.76
ACH	02EDD	California State Employment Development	10/13/2021	
	20211001PP21	PR Batch 00002.09.2021 State Unemployment I	PR Batch 00002.09.2021 Stat	35.59
	20211001PP21	PR Batch 00002.09.2021 State Income Tax	PR Batch 00002.09.2021 Stat	21,130.13
Total for this ACH Check for Vendor 02EDD:				21,165.72
ACH	IRS	Department Of Treasury	10/13/2021	
	20211001PP21	PR Batch 00002.09.2021 Medicare	PR Batch 00002.09.2021 Med	5,259.13
	20211001PP21	PR Batch 00002.09.2021 Medicare Employer	PR Batch 00002.09.2021 Med	5,138.01
	20211001PP21	PR Batch 00002.09.2021 Federal Income Tax	PR Batch 00002.09.2021 Fed	52,442.29
Total for this ACH Check for Vendor IRS:				62,839.43
ACH	02EDD	California State Employment Development	10/26/2021	
	20211011PP21	PR Batch 00001.10.2021 State Income Tax	PR Batch 00001.10.2021 Stat	34,490.55
	20211011PP21	PR Batch 00001.10.2021 State Unemployment I	PR Batch 00001.10.2021 Stat	276.11
Total for this ACH Check for Vendor 02EDD:				34,766.66
ACH	IRS	Department Of Treasury	10/26/2021	
	20211011PP21	PR Batch 00001.10.2021 Federal Income Tax	PR Batch 00001.10.2021 Fed	89,796.02
	20211011PP21	PR Batch 00001.10.2021 Medicare Employer	PR Batch 00001.10.2021 Med	7,866.82
	20211011PP21	PR Batch 00001.10.2021 Medicare	PR Batch 00001.10.2021 Med	8,542.66
Total for this ACH Check for Vendor IRS:				106,205.50
11847	AmeriFid	American Fidelity Assurance	10/07/2021	
	20210723PP15	PR Batch 00002.07.2021 Am Fidelity After Tax	PR Batch 00002.07.2021 Am	573.79
	20210806PP16	PR Batch 00001.08.2021 Life Ins Flight	PR Batch 00001.08.2021 Life	296.74
	20210903PP18	Insurance Adjustment Long & Short Term Dis Fl	PR Batch 00003.08.2021 Lon	16.30
	D349363PP18	PR Batch 00003.08.2021 Long & Short Term Di	PR Batch 00003.08.2021 Lon	911.74
	D349363PP18	PR Batch 00003.08.2021 Am Fidelity After Tax	PR Batch 00003.08.2021 Am	729.80
	D349363PP18	PR Batch 00003.08.2021 Am Fidelity Pre Tax	PR Batch 00003.08.2021 Am	460.86
Total for Check Number 11847:				2,989.23
11848	AmerFlex	American Fidelity Assurance Company	10/07/2021	
	20210820PP18	PR Batch 00002.08.2021 Am Fidelity FSA Full	PR Batch 00002.08.2021 Am	447.90
	6009466PP18	PR Batch 00003.08.2021 Am Fidelity FSA Full	PR Batch 00003.08.2021 Am	447.90
Total for Check Number 11848:				895.80
11849	ReliStan	Reliance Standard Life Insurance Co.	10/07/2021	
	20210903PP18	PR Batch 00003.08.2021 Long Term Disability	PR Batch 00003.08.2021 Lon	844.74
	20210903PP18	PR Batch 00003.08.2021 Life and AD and D ER	PR Batch 00003.08.2021 Life	715.00
	20210903PP18	PR Batch 00003.08.2021 Short Term Disability	PR Batch 00003.08.2021 Sho	1,164.69
	20210903PP18	PR Batch 00003.08.2021 Life and AD and D ER	PR Batch 00003.08.2021 Life	228.56
Total for Check Number 11849:				2,952.99
11850	SBCERA	SBC Employees' Retirement Association	10/07/2021	
	20210903PP18	Batch #10989 PP18 SBCERA ER Cont. T2 Lim	PR Batch 00003.08.2021 SBC	6,979.00
	20210903PP18	Batch #10989 PP18 SBCERA ER Contribution	PR Batch 00003.08.2021 SBC	102,219.92
	20210903PP18	PR Batch 00003.08.2021 Survivor SBCERA ER	PR Batch 00003.08.2021 Surv	23.66
	20210903PP18	Batch #10989 PP18 Survivor SBCERA Employ	PR Batch 00003.08.2021 Surv	23.66
	20210903PP18	Batch #10989 PP18 SBCERA EE Safety Tier1	PR Batch 00003.08.2021 SBC	12,111.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210903PP18	Batch #10989 PP18 SBCERA EE Tier 2	PR Batch 00003.08.2021 SBC	16,454.39
			Total for Check Number 11850:	137,812.31
11851	02FranTx 289868225Berry 360724552Sch	Franchise Tax Board 289868225Berr California Tax Disbursement 360724552Schlosser PP19California Tax Disbu	10/07/2021 PR Batch 00001.09.2021 Cali PR Batch 00001.09.2021 Cali	734.58 200.00
			Total for Check Number 11851:	934.58
11852	Lincoln 20210917PP19 20210917PP19 20210917PP19	Lincoln National Life Insurance Co (5H-26 PR Batch 00001.09.2021 Lincoln 457 Percentag PR Batch 00001.09.2021 Lincoln Roth Flat Amc PR Batch 00001.09.2021 Lincoln 457 Flat Amou	10/07/2021 PR Batch 00001.09.2021 Linc PR Batch 00001.09.2021 Linc PR Batch 00001.09.2021 Linc	808.49 225.00 550.00
			Total for Check Number 11852:	1,583.49
11853	MidAmeri 20210917PP19	MidAmerica Admin & Retirement Solution PR Batch 00001.09.2021 Apple 457 Paid Call Pa	10/07/2021 PR Batch 00001.09.2021 App	916.38
			Total for Check Number 11853:	916.38
11854	NatRetSo 20210917PP19 20210917PP19 20210917PP19 20210917PP19	Nationwide Retirement Solution PR Batch 00001.09.2021 Nationwide Roth Perce PR Batch 00001.09.2021 Nationwide Percentage PR Batch 00001.09.2021 Nationwide Roth Flat PR Batch 00001.09.2021 Nationwide Flat Amou	10/07/2021 PR Batch 00001.09.2021 Nati PR Batch 00001.09.2021 Nati PR Batch 00001.09.2021 Nati PR Batch 00001.09.2021 Nati	358.92 7,941.77 60.00 2,455.00
			Total for Check Number 11854:	10,815.69
11855	SBCERA 20210907PP19 20210907PP19 20210907PP19 20210907PP19 20210907PP19 20210907PP19	SBC Employees' Retirement Association PP19 Batch#10990 Survivor SBCERA Employ PP19 Batch#10990 Survivor SBCERA ER PP19 Batch#10990 SBCERA ER Cont. T2 Lim PP19 Batch#10990 SBCERA EE Tier 2 PP19 Batch#10990 SBCERA ER Contribution PP19 Batch#10990 SBCERA EE Safety Tier1	10/07/2021 PR Batch 00001.09.2021 Surv PR Batch 00001.09.2021 Surv PR Batch 00001.09.2021 SBC PR Batch 00001.09.2021 SBC PR Batch 00001.09.2021 SBC PR Batch 00001.09.2021 SBC	22.75 22.75 6,979.00 16,285.73 100,685.07 11,914.87
			Total for Check Number 11855:	135,910.17
11856	Ability 21M-0130834 21M-0147575	Ability Network Inc. Ambulance Billing Service Ambulance Billing Service	10/07/2021	198.45 198.45
			Total for Check Number 11856:	396.90
11857	AllVall 42942	All Valley Environmental Fleet Hazardous Waste Disposal	10/07/2021	1,519.00
			Total for Check Number 11857:	1,519.00
11858	BBK 906785 912545	Best Best & Krieger General Matters & Correspondence General Matters & Correspondence	10/07/2021	52.20 1,127.70
			Total for Check Number 11858:	1,179.90
11859	caltool 281 Statement 282 Statement 628044 DE2779	California Tool & Welding Supply FS281 Oxygen FS282 Oxygen Welding Supplies FS281 Oxygen	10/07/2021	143.33 138.50 322.25 136.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	DE2780	FS282 Oxygen		142.70
			Total for Check Number 11859:	882.88
11860	Charter 0148570902621	Charter Communications FS281 Business TV	10/07/2021	109.00
			Total for Check Number 11860:	109.00
11861	Charter 0223364092821	Charter Communications FS281 Business Internet	10/07/2021	1,374.00
			Total for Check Number 11861:	1,374.00
11862	Charter 0153686092721	Charter Communications FS282 Business Internet	10/07/2021	519.85
			Total for Check Number 11862:	519.85
11863	Charter 0153702092721	Charter Communications Department Intranet Service	10/07/2021	519.85
			Total for Check Number 11863:	519.85
11864	LifeAssi 20210831 Sept Statement	Life Assist Inc Sept Medical Supplies	10/07/2021	2,344.18 7,818.42
			Total for Check Number 11864:	10,162.60
11865	MercTire 87661	Mercer Automotive & Tire Chipper Truck Tires	10/07/2021	2,621.25
			Total for Check Number 11865:	2,621.25
11866	Neopost 20210909E 20211006I	Quadient Finance USA, Inc Postage Postage Fee	10/07/2021	200.00 41.86
			Total for Check Number 11866:	241.86
11867	Amazon 433443737566 433545736837 437439365989 439567839668 439586779774 447658355573 448488979349 449965658867 453973896994 453983379973 454497447695 454749848573 455456668364 457845757398 458464363745 463977545475 464768363374 465936488849 466589337336 466657337549	Syncb/Amazon Wildland Batteries Size AA 3-Door Armoire Aluminum Cleaner & Brightener HP-62 Ink Cartridges Laundry Detergent Paper Screen Protectors FS282 Multi-Code Gate Receiver Laundry Detergent HVAC Heater HP All-In-One Printer Laundry Detergent & Liquid Fabric Softner Vers-A-Striper Cart for Station Parking Lots Epson Wireless Printer Refund FS282 Multi-Code Gate Remote Dryer Sheets Apple Lightning Cable & USB Headset w/Mic USB Adapter Cable Mob Armor MobNetic Pro 90 Hard Travel Case Replacement	10/07/2021	444.60 327.42 31.25 46.60 225.99 11.78 59.25 93.72 41.28 447.28 101.52 119.17 307.95 -46.32 19.92 6.13 60.30 16.11 46.32 37.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	469984389359	Stainless Steel Lug Nut Covers		91.56
	477456637763	Garden Hose		43.09
	553446439863	Mob Armor MobNetic Pro 90		44.18
	559877586764	Granitize C-11 Auto Spray Cleaner		44.84
	595549643375	25-piece Drill Brush Set		21.54
	644547598737	Neodymium Magnet		20.46
	664695583378	iPhone Charger Cable & AAOTOKK		20.34
	669854767774	Fabric Softner Dryer Sheets		6.13
	677535686399	FS282 Push Button Entry Lock		409.46
	686869888535	Bayite CD 6.5-100V 0-20A LCD		14.00
	737699599879	Wildland Batteries Size 9V		89.38
	795445797364	iPhone Charger & Lightning Cable		43.70
	796578538339	Laundry Detergent and Dishwasher Gel		62.34
	796876934659	Dryer Softner Sheets		7.67
	845446794586	Wildland Batteries Size AAA		55.70
	857976556694	Dewalt 20v Max Blower		121.85
	859943685933	USB Adapter & Prime-Line Products		14.36
	868677459954	Granitize C-11 Auto Spray Cleaner		44.84
	874863594557	Laundry Detergent & Dishwasher Gel		109.83
	878557439836	FS282 Garage Lights		172.38
	879838793876	FS281 Robertson 3P20116 eBallast		25.76
	889769937846	CyberPower EC650LCD & EC850LCD		180.91
	895954374977	VA VTS-2 Clippard MJTV-4-2		139.09
	968785493863	Car Charger		5.33
	976783357358	Fleet Power Adapter		27.14
	984689997669	Emergency Eye Wash Station		56.02
	985877799344	Wildland Batteries Size D		76.77
	989674646575	Allstate B2B 4-yr Office Pro		39.99
	999794659895	Samsung T7 Portable SSD 500GB		86.19
		Total for Check Number 11867:		4,472.82
11868	ModSpace	Williams Scotsman,Inc.	10/07/2021	
	9011383608	FS281 Temp Office Space Rental		524.01
	9011664457	FS281 Temp Office Space Rental		524.01
		Total for Check Number 11868:		1,048.02
11869	ZieglerA	Al Ziegler	10/11/2021	
	20211011D	09/30/21 Admin Committee Mtg		130.00
	20211011E	10/05/21 FA Regular Mtg		130.00
		Total for Check Number 11869:		260.00
11870	AllStar	All Star Fire Equipment	10/11/2021	
	234601	Brush Helmet Replacement Parts		89.22
	235011	SCBA Repair Part		214.16
		Total for Check Number 11870:		303.38
11871	BBTeleph	Vatch Arouchian	10/11/2021	
	12451	Outdoor Emergency FS Phones August 2021		50.00
	12475	Outdoor Emergency FS Phones September 2021		50.00
		Total for Check Number 11871:		100.00
11872	ATT	AT & T Corp	10/11/2021	
	20211006A	Long Distance Phone Services		37.23
		Total for Check Number 11872:		37.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11873	BadBear 92135	Bad Bear Sportswear Uniform Stock and Embroidery Service	10/11/2021	1,355.50
Total for Check Number 11873:				1,355.50
11874	50ComHos 20211011B	Bear Valley Community Healthcare District New Employee Physical & COVID Test	10/11/2021	242.00
Total for Check Number 11874:				242.00
11875	BVElect 20211006H	Bear Valley Electric FS281 Electric Service	10/11/2021	2,210.17
Total for Check Number 11875:				2,210.17
11876	BVElect 20211011A	Bear Valley Electric Boulder Bay FS Electric Service	10/11/2021	92.10
Total for Check Number 11876:				92.10
11877	55BBCSD 1021844 1022600	Big Bear City CSD FS283 Water Service TC Water Service	10/11/2021	104.64 83.64
Total for Check Number 11877:				188.28
11878	55BBCSD 20211006D 20211006E 20211006F	Big Bear City CSD FS283 Dumpster Service FS282 Dumpster Service TC Dumpster Service	10/11/2021	186.09 284.43 186.09
Total for Check Number 11878:				656.61
11879	55BBCSD 1021364	Big Bear City CSD FS285 Annual Sewer/BBARWA Charges	10/11/2021	433.40
Total for Check Number 11879:				433.40
11880	55BBCSD 771	Big Bear City CSD TC Electric Service	10/11/2021	457.59
Total for Check Number 11880:				457.59
11881	Grizzly 20363	Big Bear Grizzly Sept Public Service Ads	10/11/2021	848.00
Total for Check Number 11881:				848.00
11882	BBPaint 293497	Big Bear Paint Center Yellow Traffic Marking Paint	10/11/2021	20.58
Total for Check Number 11882:				20.58
11883	BCarp AABH5KDNAGBJ AABH5KDUAGDM	Brandon Carpenter Transfer Meal Reimbursement Transfer Meal Reimbursement	10/11/2021	16.75 17.35
Total for Check Number 11883:				34.10
11884	CaMedMnt 100121 110121	California Medical Maintenance Healthcare Tech Management Program Healthcare Tech Mgmt Program	10/11/2021	3,284.00 3,284.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11884:	6,568.00
11885	CarQuest Sept Statement	Car Quest Auto Parts Fleet Repair Parts/Fluids	10/11/2021	466.66
			Total for Check Number 11885:	466.66
11886	04DWP 20211006K 20211006L 20211006M 20211006N	CBBL Dept of Water FS281 Water Service Moonridge FS Water Service Boulder Bay FS Water Service FS281 Fire Sprinkler System Water Service	10/11/2021	240.40 47.80 47.80 9.65
			Total for Check Number 11886:	345.65
11887	DiazC 20211006 2079-17	Cesar Diaz Transfer Meal Reimbursement Uniform Tailor Services Reimbursement	10/11/2021	34.36 30.00
			Total for Check Number 11887:	64.36
11888	Charter 0294199093021	Charter Communications FS283 Business TV	10/11/2021	115.44
			Total for Check Number 11888:	115.44
11889	52Confir 2022-035 2022-035 2022-035	Confire JPA Oct-Dec 2021 Information Technology Services Oct-Dec 2021 Information Technology Services Oct-Dec 2021 Information Technology Services	10/11/2021	47,667.84 17,875.42 5,958.48
			Total for Check Number 11889:	71,501.74
11890	ConnPump 24746	Connelly Pumping Services, LLC FS284 Holding Tank Pumping Service	10/11/2021	190.00
			Total for Check Number 11890:	190.00
11891	Cypher C-21-219762 C-21-219772	Cypheron Healthcare Solutions Ambulance Billing Service July 2021 Ambulance Billing Service Sept 2021	10/11/2021	4,780.05 6,627.98
			Total for Check Number 11891:	11,408.03
11892	DeptofHe GEM1121BEDT	Safety Net Financing Division,Attn: GEMT GEMT QAF PMT Q2/2021	10/11/2021	12,298.56
			Total for Check Number 11892:	12,298.56
11893	DIY Sept Statement Sept Statement Sept Statement Sept Statement	DIY Home Center Station Repairs & Materials Propane Fuel Fleet Repair Parts Station Household Supplies	10/11/2021	850.73 106.74 44.43 320.35
			Total for Check Number 11893:	1,322.25
11894	E&WTheat 88-21	E & W Theatres On-Screen Public Safety Ads (Oct-Dec)	10/11/2021	270.00
			Total for Check Number 11894:	270.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11895	EntRovin 0160712-IN 0170261	Entenmann-Rovin Co Sworn Personnel Badges BC Flat Badge/Wallet	10/11/2021	1,183.43 198.40
Total for Check Number 11895:				1,381.83
11896	FerrellG 50006535185	FerrellGas FS284 Propane	10/11/2021	150.00
Total for Check Number 11896:				150.00
11897	Rolapp 26499	Fieldman Rolapp & Associates 2021 TRAN Advisory	10/11/2021	7,500.00
Total for Check Number 11897:				7,500.00
11898	FiSafety 28588 28637 28644 28649	Firefighters Safety Center Workrite Nomex Shirt Workrite Nomex Pant Uniform Stock Uniform Noemx Shirt	10/11/2021	146.47 138.62 811.04 146.47
Total for Check Number 11898:				1,242.60
11899	Frontier 20211006C	Frontier Communications FS281 Fax Line	10/11/2021	59.93
Total for Check Number 11899:				59.93
11900	Image200 461101	Image 2000 Copier Repair	10/11/2021	180.00
Total for Check Number 11900:				180.00
11901	DmytJ 00029118	Jason Dmytriw EMT-P Reverification Reimbursement	10/11/2021	70.00
Total for Check Number 11901:				70.00
11902	GreenJo 20211011E	John Green 10/05/21 FA Regular Mtg	10/11/2021	130.00
Total for Check Number 11902:				130.00
11903	RussoJ 20211011E	John J Russo 10/05/21 FA Regular Mtg	10/11/2021	130.00
Total for Check Number 11903:				130.00
11904	Lance 45928 45951	Lance, Soll & Lunghard, LLP 2021 BBFA Audit 2021 FPD Audit & Appropriations Limit AUP	10/11/2021	8,460.00 3,070.00
Total for Check Number 11904:				11,530.00
11905	WalshLa 20211011E	Larry Walsh 10/05/21 FA Regular Mtg	10/11/2021	130.00
Total for Check Number 11905:				130.00
11906	BooneM 21-104923	Mary Ann Boone Ambulance Billing Overpayment	10/11/2021	2,093.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11906:	2,093.05
11907	MidAmerL MAR0000016043	MidAmerica Admin.& Retirement Solution 1Q21 Adm Fees	10/11/2021	1,329.00
			Total for Check Number 11907:	1,329.00
11908	MissLin Sept Statement	Mission Linen Supply Inc Shop Linen Service	10/11/2021	73.76
			Total for Check Number 11908:	73.76
11909	Haupt 20211006G 20211006G	Moonridge Fuel Fuel Fuel	10/11/2021	764.45 764.45
			Total for Check Number 11909:	1,528.90
11910	MountBev 29149	Mountain Beverage Service Beverage Service/Supplies	10/11/2021	212.55
			Total for Check Number 11910:	212.55
11911	MountWat 8244-220	Mountain Water Company Bottled Water Service	10/11/2021	64.00
			Total for Check Number 11911:	64.00
11912	KBHR 1190003766 1190003833	Parallel Broadcasting Inc Ambulance Membership Radio Ads Fire Safety Radio Ads	10/11/2021	218.40 189.00
			Total for Check Number 11912:	407.40
11913	Quill 19784136 19925866 19956366	Quill Corporation Office Supplies Office Supplies Office Supplies	10/11/2021	79.71 104.55 18.64
			Total for Check Number 11913:	202.90
11914	RenisImg 20211011	Renaissance Imaging Medical Associates New Employee Xray	10/11/2021	35.00
			Total for Check Number 11914:	35.00
11915	HerrR 20211011D	Rick Herrick 09/30/21 Admin Committee Mtg	10/11/2021	130.00
			Total for Check Number 11915:	130.00
11916	LaVoR 411029	Roger LaVoire DMV Endorsement Physical Reimbursement	10/11/2021	120.00
			Total for Check Number 11916:	120.00
11917	SafetyK 86586454-210325	Safety-Kleen Fleet Parts Washer Service	10/11/2021	202.69
			Total for Check Number 11917:	202.69
11918	SBCERA	SBC Employees' Retirement Association	10/11/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210909F	GASB 68 Passthrough Expense		2,320.00
Total for Check Number 11918:				2,320.00
11919	MoreTad 20211006J 20211011C	Tad Morelock Mutual Aide Travel Reimbursement (Dixie Fire) Mutual Aide Travel Reimbursement Monument 1	10/11/2021	278.88 716.80
Total for Check Number 11919:				995.68
11920	CounTeam 79966 79987 80253	The Counseling Team International New Emp Psychological Assessment Employee Support Services New Employee Psychological Asseement	10/11/2021	300.00 500.00 300.00
Total for Check Number 11920:				1,100.00
11921	HollenT 20211006K	Tracy Hollenbaugh Paramedic License Renewal Reimbursement	10/11/2021	250.00
Total for Check Number 11921:				250.00
11922	TriTech 328905 329523	TriTech Software Systems Ambulance Billing Platform Ambulance Billing Platform	10/11/2021	557.48 577.48
Total for Check Number 11922:				1,134.96
11923	USBank 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921 20210921	US Bank Corporate Payment Systems 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement 2021 August Cal Card Statement	10/11/2021	209.25 2,482.44 72.18 280.00 160.38 622.00 720.80 145.00 2,357.77 1,366.70 1,971.82 24.00 11,973.56 403.40 792.83 811.45 24.99 617.80 1,612.01 287.56
Total for Check Number 11923:				26,935.94
11924	Waxie Sept Statement	Waxie Sanitary Supply Cleaning/Household Supplies	10/11/2021	1,068.21
Total for Check Number 11924:				1,068.21
11925	AmeriFid 20111001PP21 20210806PP16 20210806PP16 20210806PP16	American Fidelity Assurance Insurance Adjustment Long & Short Term Dis FI PR Batch 00001.08.2021 Long & Short Term Di PR Batch 00001.08.2021 Am Fidelity After Tax PR Batch 00001.08.2021 Am Fidelity Pre Tax	10/13/2021 PR Batch 00002.09.2021 Lon; PR Batch 00001.08.2021 Lon; PR Batch 00001.08.2021 Am PR Batch 00001.08.2021 Am	-139.79 911.74 1,041.82 837.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210820PP18	PR Batch 00002.08.2021 Am Fidelity Pre Tax	PR Batch 00002.08.2021 Am	460.86
			Total for Check Number 11925:	3,112.59
11926	AmerFlex 20210806PP16 20210917PP19 20211001PP21	American Fidelity Assurance Company PR Batch 00001.08.2021 Am Fidelity FSA Full PR Batch 00001.09.2021 Am Fidelity FSA Full insurance Adjustment Am Fidelity FSA Full	10/13/2021 PR Batch 00001.08.2021 Am PR Batch 00001.09.2021 Am PR Batch 00002.09.2021 Am	614.56 447.90 -166.66
			Total for Check Number 11926:	895.80
11927	Ameritas 20210806PP16 20211001PP20	Ameritas Life Insurance Corp PR Batch 00001.08.2021 Dental ER Insurance Adjustment Vision ER	10/13/2021 PR Batch 00001.08.2021 Den PR Batch 00002.09.2021 Visi	7,487.44 390.24
			Total for Check Number 11927:	7,877.68
11928	Ameritas 20210806PP16 202110012PP20	Ameritas Life Insurance Corp PR Batch 00001.08.2021 Vision ER Insurance Adjustmnet	10/13/2021 PR Batch 00001.08.2021 Visi	1,213.20 64.68
			Total for Check Number 11928:	1,277.88
11929	02FranTx 289868225PP20	Franchise Tax Board 289868225 Berry California Tax Disbursement	10/13/2021 PR Batch 00002.09.2021 Cali	734.58
			Total for Check Number 11929:	734.58
11930	02FranTx 360724552PP20	Franchise Tax Board 360724552PP20 Schlosser California Tax Disbu	10/13/2021	200.00
			Total for Check Number 11930:	200.00
11931	Kaiser 20210903PP18 20211001PP20	Public Agency Coalition Enterprise. ATTN PR Batch 00003.08.2021 Health ER Kaiser Insurance Adjustment Health ER Kaiser	10/13/2021 PR Batch 00003.08.2021 Hea PR Batch 00002.09.2021 Hea	17,753.98 -810.27
			Total for Check Number 11931:	16,943.71
11932	Keenan 20210903PP18 20211001PP20 20211001PP20 20211001PP20	Keenan & Associates PR Batch 00003.08.2021 Health ER EPO Insurance Adjustment Health ER EPO Insurance Adjustment Health ER EPO Insurance Adjustment Health ER EPO	10/13/2021 PR Batch 00003.08.2021 Hea PR Batch 00002.09.2021 Hea PR Batch 00002.09.2021 Hea PR Batch 00002.09.2021 Hea	72,514.09 11,279.92 5,908.56 5,908.55
			Total for Check Number 11932:	95,611.12
11933	Lincoln 20211001PP20 20211001PP20 20211001PP20	Lincoln National Life Insurance Co (5H-26 PR Batch 00002.09.2021 Lincoln 457 Percentag PR Batch 00002.09.2021 Lincoln Roth Flat Amo PR Batch 00002.09.2021 Lincoln 457 Flat Amou	10/13/2021 PR Batch 00002.09.2021 Linc PR Batch 00002.09.2021 Linc PR Batch 00002.09.2021 Linc	1,073.70 225.00 550.00
			Total for Check Number 11933:	1,848.70
11934	MASA 20211001PP21	MASA Medical Air Service Association PR Batch 00002.09.2021 MASA	10/13/2021 PR Batch 00002.09.2021 MA:	26.50
			Total for Check Number 11934:	26.50
11935	MidAmeri 20211001PP20	MidAmerica Admin & Retirement Solution PR Batch 00002.09.2021 Apple 457 Paid Call Pa	10/13/2021 PR Batch 00002.09.2021 App	118.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11935:	118.70
11936	NatRetSo 20211001PP20 20211001PP20 20211001PP20 20211001PP20	Nationwide Retirement Solution PR Batch 00002.09.2021 Nationwide Roth Perce PR Batch 00002.09.2021 Nationwide Percentage PR Batch 00002.09.2021 Nationwide Roth Flat PR Batch 00002.09.2021 Nationwide Flat Amou	10/13/2021 PR Batch 00002.09.2021 Nati PR Batch 00002.09.2021 Nati PR Batch 00002.09.2021 Nati PR Batch 00002.09.2021 Nati	345.87 6,007.63 60.00 2,455.00
			Total for Check Number 11936:	8,868.50
11937	SBCProFF 20210917PP19	San Bernardino County Professional Firefig PR Batch 00001.09.2021 Union Dues Local 935	10/13/2021 PR Batch 00001.09.2021 Unio	2,745.05
			Total for Check Number 11937:	2,745.05
11938	ReliStan 20211001PP20 20211001PP20 20211001PP20 20211001PP20	Reliance Standard Life Insurance Co. PR Batch 00002.09.2021 Life and AD and D ER Insurance Adjustment- Short Term Disability PR Batch 00002.09.2021 Short Term Disability PR Batch 00002.09.2021 Long Term Disability	10/13/2021 PR Batch 00002.09.2021 Life PR Batch 00002.09.2021 Sho PR Batch 00002.09.2021 Sho PR Batch 00002.09.2021 Lon	702.00 613.43 1,152.76 835.99
			Total for Check Number 11938:	3,304.18
11939	SBCERA 20211001PP20 20211001PP20 20211001PP20 20211001PP20 20211001PP20 20211001PP20	SBC Employees' Retirement Association PP20 Batch#10991 SBCERA EE Tier 2 PP20 Batch#10991 SBCERA ER Contribution PP20 Batch#10991 Survivor SBCERA ER PP20 Batch#10991 Survivor SBCERA Employe PP20 Batch#10991 SBCERA EE Safety Tier1 PP20 Batch#10991 SBCERA ER Cont. T2 Lim	10/13/2021 PR Batch 00002.09.2021 SBC PR Batch 00002.09.2021 SBC PR Batch 00002.09.2021 Surv PR Batch 00002.09.2021 Surv PR Batch 00002.09.2021 SBC PR Batch 00002.09.2021 SBC	16,232.02 101,287.93 22.75 22.75 12,111.68 6,979.00
			Total for Check Number 11939:	136,656.13
11940	NAPA 20210915A 20210915A	Superior Automotive Warehouse Fleet Repair Parts/Fluids Fleet Repair Parts/Fluids	10/14/2021	5,880.90 489.70
			Total for Check Number 11940:	6,370.60
11941	AdminSvc 12400711	Administrative Services Inc Copier Lease	10/20/2021	694.03
			Total for Check Number 11941:	694.03
11942	AllStar 20201020 235215	All Star Fire Equipment T281 Extension Ladder Repair Part SCBA Repair Parts	10/20/2021	31.25 1,650.12
			Total for Check Number 11942:	1,681.37
11943	Thomgas 3127410227 3127410229	AmeriGas FS284 Propane for Tank 103466056 FS284 Propane for Tank 103466058	10/20/2021	293.20 291.80
			Total for Check Number 11943:	585.00
11944	BadBear 102124	Bad Bear Sportswear Uniform Embroidery Service	10/20/2021	64.65
			Total for Check Number 11944:	64.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11945	BVElect 20211020H	Bear Valley Electric Moonridge FS Electric Service	10/20/2021	74.14
Total for Check Number 11945:				74.14
11946	BraunNW 31369 31370	Braun NW, Inc. MA281 (0162) Brackets/Containers/Decals MA282 (1600353) 12/Placards & Holders	10/20/2021	890.21 1,280.07
Total for Check Number 11946:				2,170.28
11947	Butc Aug/Sept Statem	Butcher's Block & Building Material Materials/Supplies for Station Repairs	10/20/2021	265.97
Total for Check Number 11947:				265.97
11948	CSDA 20211020A	California Special Districts Association 2022 CSDA Membership Renewal	10/20/2021	1,750.00
Total for Check Number 11948:				1,750.00
11949	CareM 21-53674	CareMore Health Ambulance Billing Overpayment 21-53674	10/20/2021	30.69
Total for Check Number 11949:				30.69
11950	Charter 0321562101021	Charter Communications FS284 Business Voice/Internet	10/20/2021	154.97
Total for Check Number 11950:				154.97
11951	Cypher C-21-2444203	Cypheron Healthcare Solutions Ambulance Billing Service	10/20/2021	4,514.60
Total for Check Number 11951:				4,514.60
11952	HutchinD 20211020G	Dawn Hutchinson Mutual Aide Travel Reimbursement	10/20/2021	1,391.04
Total for Check Number 11952:				1,391.04
11953	Geiger 142891	Geiger Supply Inc WT281 Repair Part	10/20/2021	14.41
Total for Check Number 11953:				14.41
11954	GlobStar 000000022217814	Globalstar Satellite Phone Service	10/20/2021	111.57
Total for Check Number 11954:				111.57
11955	KlarK 20211020F	Kevin Klar Mutual Aide Travel Reimbursement	10/20/2021	867.44
Total for Check Number 11955:				867.44
11956	MountBev 29166	Mountain Beverage Service Beverage Service/Supplies	10/20/2021	189.00
Total for Check Number 11956:				189.00
11957	Nixon 10322192	Nixon Peabody LLP TRAN Bank Counsel	10/20/2021	12,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11957:	12,500.00
11958	Quill 20264300	Quill Corporation Restock Office Supplies	10/20/2021	308.63
			Total for Check Number 11958:	308.63
11959	SandR 000000007	Robert Sandin Transfer Meal Reimbursement	10/20/2021	25.79
			Total for Check Number 11959:	25.79
11960	03FirCUp IN0160388	San Bernardino County Fire Annual CUPA HazMat Facility Permit	10/20/2021	591.00
			Total for Check Number 11960:	591.00
11961	SWGAs 20201020B 20201020C 20201020D 20201020E	Southwest Gas Corporation Moonridge FS Natural Gas Service Boulder Bay FS Natural Gas Service FS281 Natural Gas Service FS283 Natural Gas Service	10/20/2021	72.61 11.00 341.94 49.46
			Total for Check Number 11961:	475.01
11962	CounTeam 80272	The Counseling Team International Employee Support Services	10/20/2021	500.00
			Total for Check Number 11962:	500.00
11963	Myers 1369832	Myers-Stevens Toohey & Co, Inc PC Life Insurance Premium	10/20/2021	1,308.00
			Total for Check Number 11963:	1,308.00
11964	VeriWire 9890471352	Verizon Wireless Cell & Phone Service	10/20/2021	1,719.89
			Total for Check Number 11964:	1,719.89
11965	SBCProFF 20211001PP21	San Bernardino County Professional Firefig PR Batch 00002.09.2021 Union Dues Local 935	10/21/2021 PR Batch 00002.09.2021 Uni	2,745.05
			Total for Check Number 11965:	2,745.05
11966	USBank 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021 09262021	US Bank Corporate Payment Systems 1099 Forms/Envelopes Gas Twin Mattress Set; Amazon Refund Mutual Travel Expenses UPS Shipping; Postage Row Machine Repair; FS281 Vacuum Part Uniform Purchases Arson Investigators & SHRM Conferences Storage Cabinets; Jet Boil OnStar Data Plan Stamps.com; Shark Ninja Credit Fraud Charges (In dispute) CA City Clerk's Association Membership Software License Renewals BC2807 Ball Joint: OEC Repairs; Car Wash Serv	10/21/2021	61.39 417.62 593.18 7,783.44 400.00 198.31 1,933.46 2,958.39 800.10 485.48 -43.91 436.60 200.00 652.99 1,255.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	09262021	Mutual Travel Meal Expenses		1,137.10
	09262021	Mutual Travel Fuel Expenses		2,785.98
	09262021	Training Courses & Conferences		1,742.44
Total for Check Number 11966:				23,798.20
11967	02FranTx 20211011PP21	Franchise Tax Board PR Batch 00001.10.2021 California Tax Disburs	10/26/2021 PR Batch 00001.10.2021 Cali	19.41
Total for Check Number 11967:				19.41
11968	Lincoln 20211011PP21 20211011PP21 20211011PP21 20211011PP21	Lincoln National Life Insurance Co (5H-26 PR Batch 00001.10.2021 Lincoln Roth Flat Amc PR Batch 00001.10.2021 Lincoln 457 Flat ER PR Batch 00001.10.2021 Lincoln 457 Flat Amou PR Batch 00001.10.2021 Lincoln 457 Percentag	10/26/2021 PR Batch 00001.10.2021 Linc PR Batch 00001.10.2021 Linc PR Batch 00001.10.2021 Linc PR Batch 00001.10.2021 Linc	225.00 4,333.34 550.00 651.74
Total for Check Number 11968:				5,760.08
11969	MASA 20210903PP18 20210917PP19	MASA Medical Air Service Association PR Batch 00003.08.2021 MASA PR Batch 00001.09.2021 MASA	10/26/2021 PR Batch 00003.08.2021 MA: PR Batch 00001.09.2021 MA:	26.50 26.50
Total for Check Number 11969:				53.00
11970	MidAmeri 20211011PP21	MidAmerica Admin & Retirement Solution PR Batch 00001.10.2021 Apple 457 Paid Call Pa	10/26/2021 PR Batch 00001.10.2021 App	14,343.91
Total for Check Number 11970:				14,343.91
11971	NatRetSo 20211011PP21 20211011PP21 20211011PP21 20211011PP21	Nationwide Retirement Solution PR Batch 00001.10.2021 Nationwide Roth Perce PR Batch 00001.10.2021 Nationwide Roth Flat PR Batch 00001.10.2021 Nationwide Flat Amou PR Batch 00001.10.2021 Nationwide Percentage	10/26/2021 PR Batch 00001.10.2021 Nati PR Batch 00001.10.2021 Nati PR Batch 00001.10.2021 Nati PR Batch 00001.10.2021 Nati	440.46 60.00 2,455.00 4,920.80
Total for Check Number 11971:				7,876.26
11972	SBCProFF 20211011PP21	San Bernardino County Professional Firefig PR Batch 00001.10.2021 Union Dues Local 935	10/26/2021 PR Batch 00001.10.2021 Unic	2,833.60
Total for Check Number 11972:				2,833.60
11973	Texas 20210903PP18 20210917PP19 20211011PP21	Texas Life Insurance Company PR Batch 00003.08.2021 Texas Life Ins Post Tax PR Batch 00001.09.2021 Texas Life Ins Post Tax Insurance Adjustment Texas Life Ins Post Tax	10/26/2021 PR Batch 00003.08.2021 Texa PR Batch 00001.09.2021 Texa PR Batch 00001.10.2021 Texa	164.44 164.44 -0.03
Total for Check Number 11973:				328.85
11974	Ability 21M-0164652	Ability Network Inc. Ambulance Billing Service	10/28/2021	208.37
Total for Check Number 11974:				208.37
11975	FirstAid C-1187 C-1190 C-1192 C-1194 C-1259 C-1262	Accurate First Aid Services, LLC FS283 On-site First Aide Kit Replenishment Training Center On-site First Aid & Compliance FS282 On-site First Aid & Compliance Service FS281 On-site First Aid & Compliance Service FS283 On-site First Aid & Compliance Service FS282 On-site First Aid & Compliance Service	10/28/2021	70.15 78.82 93.47 97.94 105.00 99.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	C-1263	FS281 On-site First Aid & Compliance Service		88.41
	C-1338	FS283 On-site First Aid & Compliance Service		72.84
	C-1339	FS282 On-site First Aid & Compliance Service		99.61
				<hr/>
Total for Check Number 11975:				806.12
11976	SheeA 20211027P	Alisha Sheehan Multiple Transfer Meal Reimbursements	10/28/2021	60.39
				<hr/>
Total for Check Number 11976:				60.39
11977	BVElect 20211027A	Bear Valley Electric FS283 Electric Service	10/28/2021	398.28
				<hr/>
Total for Check Number 11977:				398.28
11978	BVElect 20211027	Bear Valley Electric FS282 Electric Service	10/28/2021	1,250.10
				<hr/>
Total for Check Number 11978:				1,250.10
11979	BVElect 20211027B	Bear Valley Electric FS282 Aux Bldg Electric Service	10/28/2021	79.06
				<hr/>
Total for Check Number 11979:				79.06
11980	Carrot 51602400	Carrot-Top Industries Inc 4/Replacement US Flags for Stations	10/28/2021	448.19
				<hr/>
Total for Check Number 11980:				448.19
11981	ConnPump 24809	Connelly Pumping Services, LLC FS284 Holding Tank Pumping Service	10/28/2021	195.00
				<hr/>
Total for Check Number 11981:				195.00
11982	CoreyE 20211027Q	Corey Emerson Transfer Meal Reimbursement	10/28/2021	28.22
				<hr/>
Total for Check Number 11982:				28.22
11983	CrystalR 20211027R	Crystal Rodriguez Transfer Meal Reimbursement	10/28/2021	30.00
				<hr/>
Total for Check Number 11983:				30.00
11984	HutchinD 20211027F	Dawn Hutchinson Mutual Aid Travel Reimbursement (Caldor Fire)	10/28/2021	456.40
				<hr/>
Total for Check Number 11984:				456.40
11985	FiSafety 28673 28675	Firefighters Safety Center EMS Pants 3/EMS Pants	10/28/2021	72.76 272.13
				<hr/>
Total for Check Number 11985:				344.89
11986	Frontier 20211027C	Frontier Communications FS282 Phone Service	10/28/2021	116.94
				<hr/>
Total for Check Number 11986:				116.94
11987	Frontier	Frontier Communications	10/28/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20211027E	FS282 Aux Bldg Phone Service		405.74
			Total for Check Number 11987:	405.74
11988	Frontier 20211027D	Frontier Communications FS282 Aux Bldg Phone Service	10/28/2021	97.89
			Total for Check Number 11988:	97.89
11989	IAFC 20211027G	International Association of Fire Chiefs Fire Chief Membership	10/28/2021	285.00
			Total for Check Number 11989:	285.00
11990	MercTire 86830 87660 88012 88109	Mercer Automotive & Tire BC Truck Tire Mounting and Balance MA-282A 8/Vehicle and Spare Tires OES-6603 Vehicle Service T-281 Tire Mounting and Disposal Fee	10/28/2021	80.00 1,780.67 240.71 240.00
			Total for Check Number 11990:	2,341.38
11991	NAPA BB Aug/Sept Statem	NAPA Auto Parts Fleet Repair Parts/Fluids	10/28/2021	711.96
			Total for Check Number 11991:	711.96
11992	HofmanN 20211027T	Noelle Hofmann BV Haz Tree Removal Grant Prop Reimburseme	10/28/2021	900.00
			Total for Check Number 11992:	900.00
11993	Quill 20536116	Quill Corporation Permenent Markers 24ct	10/28/2021	7.13
			Total for Check Number 11993:	7.13
11994	TaylorA 20211027U	Rachel Taylor SRA Haz Tree Removal Grant Prop Reimburseme	10/28/2021	1,000.00
			Total for Check Number 11994:	1,000.00
11995	RenisImg 20211027N	Renaissance Imaging Medical Associates New Emp Xray	10/28/2021	61.00
			Total for Check Number 11995:	61.00
11996	SandR 20211027O	Robert Sandin Transfer Meal Reimbursement	10/28/2021	18.48
			Total for Check Number 11996:	18.48
11997	SWGAS 20211027I 20211027J 20211027K 20211027L 20211027M	Southwest Gas Corporation FS282 Aux Bldg Natural Gas Service FS285 Natural Gas Service TC #B Natural Gas Service TC #C Natural Gas Service FS282 Natural Gas Service	10/28/2021	67.57 49.64 11.00 11.00 208.85
			Total for Check Number 11997:	348.06
11998	NAPA Sept Statement	Superior Automotive Warehouse Fleet Repair Parts/Fluids	10/28/2021	581.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11998:	581.21
11999	Amazon	Syncb/Amazon	10/28/2021	
	Oct Statement	Technology Software/Hardware/Parts		305.35
	Oct Statement	Office Supplies		189.08
	Oct Statement	Facilities' Parts/Supplies		459.89
	Oct Statement	Holdhold Purchases		42.49
	Oct Statement	Fleet Repair Parts/Supplies		79.69
			Total for Check Number 11999:	1,076.50
12000	MoreTad 20211027H	Tad Morelock Mutual Aid Travel Reimbursement (Windy Fire)	10/28/2021	658.56
			Total for Check Number 12000:	658.56
12001	FortWm 286697	William Fortes Transfer Meal Reimbursement	10/28/2021	14.87
			Total for Check Number 12001:	14.87
12002	AllStar 235514	All Star Fire Equipment Pumper Laddar Repair Part	11/04/2021	46.70
			Total for Check Number 12002:	46.70
12003	AyaleA 20211104	Andrew Ayale BV Haz Tree Removal Grant Prop Owner Reimnt	11/04/2021	1,000.00
			Total for Check Number 12003:	1,000.00
12004	BVElect 20211104B	Bear Valley Electric FS284 Electric Service	11/04/2021	13.05
			Total for Check Number 12004:	13.05
12005	BVElect 20211104A	Bear Valley Electric FS281 Electric Service	11/04/2021	2,062.50
			Total for Check Number 12005:	2,062.50
12006	BVElect 20211104C	Bear Valley Electric FS285 Electric Service	11/04/2021	396.13
			Total for Check Number 12006:	396.13
12007	BBK 872708 914225 914226 916582 916583 916584	Best Best & Krieger General Matters & Correspondence General Matters & Correspondence General Matters & Correspondence General Matters & Correspondence General Matters & Correspondence General Matters & Correspondence	11/04/2021	135.50 2,148.70 1,033.20 981.40 86.10 8,581.30
			Total for Check Number 12007:	12,966.20
12008	55BBCSD 20211104D 20211104E 20211104F	Big Bear City CSD FS282 Dumpster Service FS283 Dumpster Service TC Dumpster Service	11/04/2021	284.43 186.09 186.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12008:	656.61
12009	BBPaint 122832	Big Bear Paint Center Yellow Traffic Marker Paint	11/04/2021	20.58
			Total for Check Number 12009:	20.58
12010	Butc Oct Statement	Butcher's Block & Building Material Facilities Repairs/Supplies	11/04/2021	107.34
			Total for Check Number 12010:	107.34
12011	CaMedMnt 120121	California Medical Maintenance Healthcare Technology Management Program	11/04/2021	3,284.00
			Total for Check Number 12011:	3,284.00
12012	caltool Oct State 281 Oct State 282	California Tool & Welding Supply FS281 Oxygen FS282 Oxygen	11/04/2021	389.42 524.41
			Total for Check Number 12012:	913.83
12013	CarQuest Oct Statement	Car Quest Auto Parts Fleet Parts/Supplies	11/04/2021	31.51
			Total for Check Number 12013:	31.51
12014	04DWP 20211104H 20211104I 20211104J 20211104K	CBBL Dept of Water FS281 Water Service FS281 Fire Sprinkler System Water Service Boulder Bay FS Water Service Moonridge FS Water Service	11/04/2021	299.05 9.65 47.80 47.80
			Total for Check Number 12014:	404.30
12015	SmitC 20211104N	Chardelle Smith Calif Special Dist Assoc Training Reimbursemer	11/04/2021	157.33
			Total for Check Number 12015:	157.33
12016	Charter 0004775110121	Charter Communications FS282 Cable & FS283 Cable/Internet 2 mons	11/04/2021	1,221.12
			Total for Check Number 12016:	1,221.12
12017	Charter 0153686102721	Charter Communications FS282 Business Internet 2 mons	11/04/2021	1,039.68
			Total for Check Number 12017:	1,039.68
12018	Charter 0294199103021	Charter Communications FS283 Business TV	11/04/2021	115.44
			Total for Check Number 12018:	115.44
12019	Charter 0148579102621	Charter Communications FS281 Business TV 2 mons	11/04/2021	218.00
			Total for Check Number 12019:	218.00
12020	Charter	Charter Communications	11/04/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0223364102821	FS281 Business Internet 2 mons		2,748.00
			Total for Check Number 12020:	2,748.00
12021	Charter 0153702102721	Charter Communications FS281 Intranet Service 2 mons	11/04/2021	1,039.68
			Total for Check Number 12021:	1,039.68
12022	DIY Oct Statement	DIY Home Center Facilities Repairs/Parts/Supplies	11/04/2021	372.46
			Total for Check Number 12022:	372.46
12023	EntRovin 0161750-IN	Entenmann-Rovin Co Captain Badge and Case	11/04/2021	191.94
			Total for Check Number 12023:	191.94
12024	FiSafety 28687	Firefighters Safety Center Workrite Nomex Pants	11/04/2021	147.15
			Total for Check Number 12024:	147.15
12025	Frontier 20211104L	Frontier Communications FS281 Fax Line	11/04/2021	60.63
			Total for Check Number 12025:	60.63
12026	Galls BC1472321	Galls, LLC Uniform Restock	11/04/2021	3,501.15
			Total for Check Number 12026:	3,501.15
12027	Kimbro 55427	Jerry Kimbro FS282 Dryer Repair	11/04/2021	249.91
			Total for Check Number 12027:	249.91
12028	1Kings 1266	Kings Fire Protection, Inc FS281 & FS282 Fire Extinguisher Service	11/04/2021	1,399.55
			Total for Check Number 12028:	1,399.55
12029	LNCurtis INV535876	L N Curtis & Sons Inc ME-283 ME-281 Repair Parts	11/04/2021	4,247.51
			Total for Check Number 12029:	4,247.51
12030	LifeAssi Oct Statement	Life Assist Inc Restock Medical Supplies	11/04/2021	1,847.01
			Total for Check Number 12030:	1,847.01
12031	MissLin Oct Statement	Mission Linen Supply Inc Shop Linen Service	11/04/2021	73.76
			Total for Check Number 12031:	73.76
12032	MountWat 8244-266	Mountain Water Company Bottled Water Service	11/04/2021	56.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12032:	56.00
12033	NAPA BB Oct Statement	NAPA Auto Parts Fleet Parts/Supplies	11/04/2021	126.33
			Total for Check Number 12033:	126.33
12034	KBHR 1100003766	Parallel Broadcasting Inc Ambulance Membership Radio Ads	11/04/2021	218.40
			Total for Check Number 12034:	218.40
12035	NAPA Oct Statement Oct Statement	Superior Automotive Warehouse Fleet Parts/Supplies Fleet Parts/Supplies	11/04/2021	918.39 138.97
			Total for Check Number 12035:	1,057.36
12036	JohnsonT 20211104M	Thomas Johnson SRA Haz Tree Removal Grant Prop Owner Reim	11/04/2021	1,000.00
			Total for Check Number 12036:	1,000.00
12037	BBTeleph 12500	Vatch Arouchian Outdoor Emergency FS Phones	11/04/2021	50.00
			Total for Check Number 12037:	50.00
12038	ModSpace 9011970449	Williams Scotsman, Inc. FS281 Temporary Office Space	11/04/2021	524.01
			Total for Check Number 12038:	524.01
12039	Lincoln 2021022PP22 2021022PP22 2021022PP22	Lincoln National Life Insurance Co (5H-26 PR Batch 00003.10.2021 Lincoln 457 Percentag PR Batch 00003.10.2021 Lincoln 457 Flat Amou PR Batch 00003.10.2021 Lincoln 457 Flat ER	11/04/2021 PR Batch 00003.10.2021 Linc PR Batch 00003.10.2021 Linc PR Batch 00003.10.2021 Linc	456.39 300.00 4,333.34
			Total for Check Number 12039:	5,089.73
12040	MidAmeri 2021022PP22	MidAmerica Admin & Retirement Solution PR Batch 00003.10.2021 Apple 457 Paid Call Pe	11/04/2021 PR Batch 00003.10.2021 App	3,380.51
			Total for Check Number 12040:	3,380.51
12041	MidAmeri 2021022PP22	MidAmerica Admin & Retirement Solution PR Batch 00003.10.2021 Apple 457 Paid Call Pe	11/04/2021	5,000.00
			Total for Check Number 12041:	5,000.00
12042	NatRetSo 2021022PP22 2021022PP22 2021022PP22	Nationwide Retirement Solution PR Batch 00003.10.2021 Nationwide Percentage PR Batch 00003.10.2021 Nationwide Flat Amou PR Batch 00003.10.2021 Nationwide Roth Perce	11/04/2021 PR Batch 00003.10.2021 Nati PR Batch 00003.10.2021 Nati PR Batch 00003.10.2021 Nati	6,181.39 2,435.00 656.84
			Total for Check Number 12042:	9,273.23
12043	AmerFlex 20211001PP21 20211011PP21	American Fidelity Assurance Company PR Batch 00002.09.2021 Am Fidelity FSA Full PR Batch 00001.10.2021 Am Fidelity FSA Full	11/08/2021 PR Batch 00002.09.2021 Am PR Batch 00001.10.2021 Am	447.90 447.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12043:	895.80
12044	AirExcha 91604857 91605043	Air Exchange, Inc FS283 Station Exhaust System Parts FS282 Station Exhaust System Parts	11/10/2021	770.08 404.71
			Total for Check Number 12044:	1,174.79
12045	ATT 20211110	AT & T Corp Long Distance Phone Service	11/10/2021	36.85
			Total for Check Number 12045:	36.85
12046	50ComHos Oct Statement	Bear Valley Community Healthcare District New Emp Physicals/Vaccine Services	11/10/2021	278.00
			Total for Check Number 12046:	278.00
12047	55BBCSD 1025687 1025727	Big Bear City CSD FS282 Water Service FS282 Aux Bldg Water Service	11/10/2021	815.36 407.91
			Total for Check Number 12047:	1,223.27
12048	55BBCSD 774	Big Bear City CSD Training Center Electric Service	11/10/2021	347.45
			Total for Check Number 12048:	347.45
12049	Grizzly Oct Statement	Big Bear Grizzly Oct Public Service Ads	11/10/2021	398.00
			Total for Check Number 12049:	398.00
12050	Bound 84276028	Bound Tree Medical, LLC Medical Inventory Restock	11/10/2021	726.80
			Total for Check Number 12050:	726.80
12051	SmitC 20211110B	Chardelle Smith Travel Reimbursement LESM Conference 2021	11/10/2021	98.50
			Total for Check Number 12051:	98.50
12052	CraneA 20211110D	Andrew Crane Mutual Aid Travel Reimbursement	11/10/2021	64.10
			Total for Check Number 12052:	64.10
12053	KlarK 20211110C	Kevin Klar Mutual Aid Travel Reimbursement (Monument)	11/10/2021	659.12
			Total for Check Number 12053:	659.12
12054	KMEFireA Oct Statement	Kovatch Mobile Equipment Fleet Parts Inventory Replenishment	11/10/2021	1,349.03
			Total for Check Number 12054:	1,349.03
12055	MidAmerL MAR0000018056	MidAmerica Admin.& Retirement Solution 3Q21 Adm Fee	11/10/2021	1,470.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12055:	1,470.00
12056	Haupt Oct Statement Oct Statement	Moonridge Fuel Fuel Fuel	11/10/2021	1,195.49 1,195.49
			Total for Check Number 12056:	2,390.98
12057	MountBev 29176	Mountain Beverage Service Beverage Service/Supplies	11/10/2021	214.73
			Total for Check Number 12057:	214.73
12058	MounTrop 20210141	Mountain Trophy & Pro Shop 20/Team 11 Labels	11/10/2021	43.10
			Total for Check Number 12058:	43.10
12059	Neopost 20211110A	Quadient Finance USA,Inc Postage Machine Rentail/Postage	11/10/2021	227.24
			Total for Check Number 12059:	227.24
12060	DignShan 20211110F	Shane Dignum & Amber Asdourian SRA Haz Tree Removal Grant Prop Owner Reimr	11/10/2021	450.00
			Total for Check Number 12060:	450.00
12061	GrewS 20211110G	Steven Grew BV Haz Tree Removal Grant Prop Owner Reimbr	11/10/2021	750.00
			Total for Check Number 12061:	750.00
12062	CounTeam 80527 80566	The Counseling Team International Employee Support Services New Employee Psychological Assessment	11/10/2021	500.00 300.00
			Total for Check Number 12062:	800.00
12063	WaltW 20211110E	William Walthers Mutual Aid Travel Reimbursement	11/10/2021	1,310.62
			Total for Check Number 12063:	1,310.62
12064	AmeriFid 20210820PP18 20210917PP19 20211011PP21 20211011PP21 20211112PP23 D349363PP18	American Fidelity Assurance PR Batch 00002.08.2021 Am Fidelity After Tax PR Batch 00001.09.2021 Am Fidelity After Tax PR Batch 00001.10.2021 Am Fidelity Pre Tax PR Batch 00001.10.2021 Am Fidelity After Tax Insurance Adjustment Long & Short Term Dis F PR Batch 00003.08.2021 Life Ins Flight	11/17/2021 PR Batch 00002.08.2021 Am PR Batch 00001.09.2021 Am PR Batch 00001.10.2021 Am PR Batch 00001.10.2021 Am PR Batch 00001.11.2021 Lon PR Batch 00003.08.2021 Life	729.80 729.80 460.86 729.80 -68.03 296.74
			Total for Check Number 12064:	2,878.97
12065	AmerFlex 20211112PP23 20211112PP23	American Fidelity Assurance Company PR Batch 00001.11.2021 Am Fidelity FSA Full Insurance Adjustment Am Fidelity FSA Full	11/17/2021 PR Batch 00001.11.2021 Am PR Batch 00001.11.2021 Am	447.90 447.90
			Total for Check Number 12065:	895.80
12066	Ameritas 20210903PP18	Ameritas Life Insurance Corp PR Batch 00003.08.2021 Dental ER	11/17/2021 PR Batch 00003.08.2021 Den	7,601.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20211116PP23	Insurance Adjustment Vision ER	PR Batch 00001.11.2021 Visi	1,243.08
			Total for Check Number 12066:	8,845.00
12067	Ameritas 20211001PP20	Ameritas Life Insurance Corp PR Batch 00002.09.2021 Vision ER	11/17/2021 PR Batch 00002.09.2021 Visi	1,223.96
	20211116PP23	Insurance Adjustmebt Dental ER	PR Batch 00001.11.2021 Den	226.00
			Total for Check Number 12067:	1,449.96
12068	Lincoln 20211116PP23	Lincoln National Life Insurance Co (5H-26 PR Batch 00001.11.2021 Lincoln 457 Flat ER	11/17/2021 PR Batch 00001.11.2021 Linc	4,333.34
	20211116PP23	PR Batch 00001.11.2021 Lincoln 457 Flat Amou	PR Batch 00001.11.2021 Linc	2,500.00
	20211116PP23	PR Batch 00001.11.2021 Lincoln Roth Flat Amo	PR Batch 00001.11.2021 Linc	225.00
	20211116PP23	PR Batch 00001.11.2021 Lincoln 457 Percentage	PR Batch 00001.11.2021 Linc	771.35
			Total for Check Number 12068:	7,829.69
12069	MidAmeri 20211116PP23	MidAmerica Admin & Retirement Solution PR Batch 00001.11.2021 Apple 457 Paid Call Pa	11/17/2021 PR Batch 00001.11.2021 App	2,133.55
			Total for Check Number 12069:	2,133.55
12070	NatRetSo 20211116PP23	Nationwide Retirement Solution PR Batch 00001.11.2021 Nationwide Roth Perce	11/17/2021 PR Batch 00001.11.2021 Nati	481.26
	20211116PP23	PR Batch 00001.11.2021 Nationwide Roth Flat	PR Batch 00001.11.2021 Nati	60.00
	20211116PP23	PR Batch 00001.11.2021 Nationwide Flat Amou	PR Batch 00001.11.2021 Nati	2,884.48
	20211116PP23	PR Batch 00001.11.2021 Nationwide Percentage	PR Batch 00001.11.2021 Nati	3,633.25
			Total for Check Number 12070:	7,058.99
12071	SBCProFF 20211116PP23	San Bernardino County Professional Firefig PR Batch 00001.11.2021 Union Dues Local 935	11/17/2021 PR Batch 00001.11.2021 Unic	2,833.60
			Total for Check Number 12071:	2,833.60
12072	ReliStan 20211116PP23	Reliance Standard Life Insurance Co. PR Batch 00001.11.2021 Long Term Disability	11/17/2021 PR Batch 00001.11.2021 Lon	853.91
	20211116PP23	PR Batch 00001.11.2021 Life and AD and D ER	PR Batch 00001.11.2021 Life	715.00
	20211116PP23	PR Batch 00001.11.2021 Short Term Disability	PR Batch 00001.11.2021 Sho	1,177.20
			Total for Check Number 12072:	2,746.11
12073	Texas 20211001PP20	Texas Life Insurance Company PR Batch 00002.09.2021 Texas Life Ins Post Tax	11/17/2021 PR Batch 00002.09.2021 Tex	164.44
	20211011PP21	PR Batch 00001.10.2021 Texas Life Ins Post Tax	PR Batch 00001.10.2021 Tex	164.44
			Total for Check Number 12073:	328.88
12074	AdminSvc 12512524	Administrative Services Inc Copier Lease	11/18/2021	694.03
			Total for Check Number 12074:	694.03
12075	AlexM 20211118E	Alex Marshall Transfer Meal Reimbursement	11/18/2021	12.35
			Total for Check Number 12075:	12.35
12076	AllStar 235874	All Star Fire Equipment 40/Particulate Blocking Hoods	11/18/2021	4,266.90
	235937	Firefighter Helmet Shield		66.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12076:	4,333.43
12077	Thomgas 3128652002	AmeriGas FS284 Propane	11/18/2021	1,902.93
			Total for Check Number 12077:	1,902.93
12078	BVElect 20211118F	Bear Valley Electric Moonridge FS Electric Service	11/18/2021	25.78
			Total for Check Number 12078:	25.78
12079	BVElect 20211118	Bear Valley Electric Boulder Bay FS Electric Service	11/18/2021	89.95
			Total for Check Number 12079:	89.95
12080	BBK 919781 919782 919783	Best Best & Krieger General Matters & Correspondence General Matters & Correspondence General Matters & Correspondence	11/18/2021	2,201.20 86.10 2,152.50
			Total for Check Number 12080:	4,439.80
12081	BBTract 12162	Big Bear Traction Tire Chains	11/18/2021	4,233.81
			Total for Check Number 12081:	4,233.81
12082	BBUrgent CRAAN11032021 EAKE11062021 HUEBR110421 PARBR110421 WILJE11032021	Big Bear Urgent Care 546A Physical DMV Physical 546A Physical 546A Physical DMV Physical	11/18/2021	65.00 120.00 65.00 65.00 120.00
			Total for Check Number 12082:	435.00
12083	BluShiel 5025969	Blue Shield of California Ambulance Billing Overpayment	11/18/2021	2,442.89
			Total for Check Number 12083:	2,442.89
12084	BWPrint IN004370/2021	BW Printworks 2022 Calendars	11/18/2021	274.67
			Total for Check Number 12084:	274.67
12085	Charter 0321562111021	Charter Communications FS284 Business Voice/Internet	11/18/2021	154.97
			Total for Check Number 12085:	154.97
12086	ConnPump 24862	Connelly Pumping Services, LLC FS284 Holding Tank Pumping Service	11/18/2021	195.00
			Total for Check Number 12086:	195.00
12087	Cypher C-21-267953	Cypheron Healthcare Solutions Ambulance Billing Service	11/18/2021	9,202.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12087:	9,202.72
12088	Franklin F0836782	Franklin Truck Parts, Inc. ME-5966 2/Universal Joints	11/18/2021	139.93
			Total for Check Number 12088:	139.93
12089	GlobStar 000000023611633	Globalstar Satellite Phone Service	11/18/2021	111.57
			Total for Check Number 12089:	111.57
12090	Image200 464320	Image 2000 Copier Toner	11/18/2021	19.85
			Total for Check Number 12090:	19.85
12091	JohnsEq 7521 7529 7530 7531	Johnson Equipment Company Ambulance Accessories Type 3 Engine Dash Mount Wireless Radio & M BC Vehicle Dash Mount Wireless Radio/Mic/Spr Engine Dash Mount Wireless Radio & Mic	11/18/2021	196.89 2,546.80 4,292.77 2,537.80
			Total for Check Number 12091:	9,574.26
12092	LNCurtis INV542533	L N Curtis & Sons Inc 10/Prusik Sewn Loop	11/18/2021	212.73
			Total for Check Number 12092:	212.73
12093	MercTire 88352	Mercer Automotive & Tire BC2807 Tire Mount & Balance	11/18/2021	100.00
			Total for Check Number 12093:	100.00
12094	ParkTire 2010768078	Parkhouse Tire, Inc. ME-5966 Steel Wheel	11/18/2021	122.00
			Total for Check Number 12094:	122.00
12095	SandR 20211118D	Robert Sandin Transfer Meal Reimbursement	11/18/2021	13.77
			Total for Check Number 12095:	13.77
12096	SBCSheri RNG-21-052	San Bernardino County Sheriff's Dept Use of Force Training	11/18/2021	251.00
			Total for Check Number 12096:	251.00
12097	SharpRee 21-137009	Sharp Rees-Stealy Medical Group Ambulance Billing Overpayment	11/18/2021	1,707.32
			Total for Check Number 12097:	1,707.32
12098	SWGAs 20211118A 20211118B 20211118C	Southwest Gas Corporation FS281 Natural Gas Service Moonridge FS Natural Gas Service Boulder Bay FS Natural Gas Service	11/18/2021	902.99 252.79 42.39
			Total for Check Number 12098:	1,198.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12099	TriTech 337329	TriTech Software Systems Ambulance Billing Platform	11/18/2021	577.48
Total for Check Number 12099:				577.48
12100	Kaiser 20211001PP20 20211101 20211116PP23 20211201	Public Agency Coalition Enterprise. ATTN PR Batch 00002.09.2021 Health ER Kaiser Insurance Adjustment PR Batch 00001.11.2021 Health ER Kaiser Insurance Adjustment	11/30/2021 PR Batch 00002.09.2021 Hea PR Batch 00001.11.2021 Hea	16,943.71 810.27 16,943.71 810.27
Total for Check Number 12100:				35,507.96
12101	Keenan 20211001PP20 20211101 20211116PP23 20211201	Keenan & Associates PR Batch 00002.09.2021 Health ER EPO Insurance Adjustment PR Batch 00001.11.2021 Health ER EPO Insurance Adjustment	11/30/2021 PR Batch 00002.09.2021 Hea PR Batch 00001.11.2021 Hea	72,514.09 9,489.50 73,409.33 6,566.09
Total for Check Number 12101:				161,979.01
Report Total (268 checks):				1,640,222.56

**BIG BEAR FIRE AUTHORITY
MINUTES FOR THE MEETING OF
December 7, 2021**

A Regular Meeting of the Big Bear Fire Authority was called to order by Chairman Putz at 5:00 p.m., Tuesday, December 7, 2021, Pursuant to Government Code Section 54953(e)(1)(A), relating to a proclaimed state of emergency and required or recommended social distancing measures, there is no physical location for members of the public.

Board Members Present: Chairman Randall Putz
 Vice Chairman John Green
 Director Rick Herrick
 Director Alan Lee
 Director Perri Melnick
 Director Bynette Mote
 Director Karyn Oxandaboure
 Director John Russo
 Director Larry Walsh
 Director Al Ziegler

Board Members Absent: None

Others Present: Jeff Willis, Fire Chief
 Mike Maltby, Assistant Chief/Fire Marshal
 Kristin Mandolini, Director of Business Services
 Chardelle Smith, Board Secretary
 Norman Dykesten, Fire Captain
 Nicholas Norvell Authority Counsel

OPEN SESSION

CALL TO ORDER

Moment of Silence: Observed

Pledge of Allegiance: Led by Vice Chairman Green

ROLL CALL

Please Note: The Chair may, at his or her discretion, take items out of order at the meeting to facilitate the business of the Board and/or for the convenience of the public.

FA1. Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361.

Board to determine and consider findings necessary to continue holding remote/teleconference meetings pursuant to Assembly Bill 361. Currently, the Governor's declaration of a COVID-19 State of Emergency remains in effect. Further, state and local health officials continue to recommend or require social distancing under certain circumstances.

Chief Willis opened regarding Board meetings being held via zoom, except the budget workshops which were held at a facility large enough to accommodate the six-foot spacing. Due to poor acoustics, the next meeting was moved to Hofert Hall. Since then, meetings have been moved back to zoom. He mentioned there has been a Covid-19 positive within the department.

Authority Counsel Norvell presented AB 361. He suggested to keep AB 361 findings on the agenda as its own agenda item for the purpose of if the Board meetings are held in person and a Board member or Staff member are in quarantine, they are still able to attend via zoom.

Action: Motion by Director Herrick; seconded by Vice Chairman Green to continue holding remote/teleconference meetings pursuant to Assembly Bill 361.

Said motion was approved by the following vote:

AYES:	Green, Herrick, Lee, Melnick, Mote, Oxandaboure, Russo, Walsh, Ziegler, and Putz.
NOES:	None
ABSENT:	None
ABSTAIN:	None

ANNOUNCEMENTS & UPCOMING EVENTS

The Fire Authority's Administrative Office will be closed:

- Thursday and Friday, December 23 and 24, 2021, in observance of Christmas and will re-open at 8:00 a.m. on Monday, December 27, 2021.
- Thursday and Friday, December 30, and 31, 2021, in observance of New Year's, and will reopen on Monday, January 3, 2022.
- Monday, January 17, 2022 in observance of Martin Luther King Jr. day and will reopen on Tuesday, January 18, 2022.

PRESENTATIONS

1. Recognition for 5 Years of Service

- Facilities and Systems Manager Duane Dickerson

Chief Willis presented the recognition.

DIRECTORS' GENERAL ANNOUNCEMENTS – Comments shall pertain to items not on the posted agenda and are limited to three minutes per Authority Member.

Director Lee encouraged all to visit OJs Donuts, Starbucks, Union Gas Station, Sunny's Nail Salon, and Puma Karate to support the fundraising efforts for Big Bear Tidal Wave U12 soccer team. The contributions received will assist the team with travel for Commissioner's Cup in Temecula, CA.

GENERAL PUBLIC COMMENT – *Members of the public who wish to comment on topics not included on the agenda or comment on agenda items are invited to provide comments in either of the methods described above.*

None

CHIEF'S REPORT

Chief Willis provided an overview of the Ambulance Operator model, which currently has 12 Ambulance Operators to date. At this time, there is a shortage County-wide for paramedics. With that, the department will be evaluating the program and how to handle this staffing challenge. He reported on the following: purchase of handheld radios through grand funds that have been received and are currently being programmed; Covid-19 cost reimbursement; the significant disruption in supply of certain items for the department including tires, fleet parts, cleaning supplies, EMS supplies, and firefighter PPE.

FINANCE OFFICER'S REPORT

Director of Business Services Mandolini presented the finance report through September 30, 2021.

FIRE AUTHORITY CONSENT CALENDAR (FA5 was pulled for separate consideration)

- FA2. Approval of Demands – Check Issue Date 07/01/21 through 9/30/21 in the amount of \$2,899,022.65**
- FA3. Approval of Meeting Minutes from the October 5, 2021 Regular Meeting of the Big Bear Fire Authority.**

FA4. Receive and File Big Bear Fire Department Monthly Activity Report for September 2021.

Action: Motion by Director Mote, seconded by Director Herrick to approve the Consent as follows:

AYES: Green, Herrick, Lee, Melnick, Mote, Oxandaboure, Russo, Walsh, Ziegler, and Putz
NOES: None
ABSENT: None
ABSTAIN: None

ITEMS REMOVED FROM THE CONSENT CALENDAR

FA5. Big Bear Fire Authority FY2020-21 Audited Financial Report

Board consideration to accept, receive, and file FY2020-21 Audited Financial Report.

This item was pulled by Director Walsh for further discussion. A brief discussion was held regarding OPEB liability and pension liability.

Action: Motion by Director Herrick, seconded by Director Mote to accept, receive, and file FY2020-21 Audited Financial Reports:

AYES: Green, Herrick, Lee, Melnick, Mote, Oxandaboure, Russo, Walsh, Ziegler, and Putz
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARING

None

NEW BUSINESS

BIG BEAR FIRE AUTHORITY DISCUSSION ITEMS

FA6. Fire Authority Board Reorganization - Selection of the Chair and Vice Chair

Chairman Putz called for nominations for Board Chair to serve the ensuing term.

Director Herrick nominated Director Green to serve as Board Chair; seconded by Director Russo.

Director Green was elected to serve as Board Chair by the following vote:

AYES: Green, Herrick, Lee, Melnick, Mote, Oxandaboure, Russo, Walsh,
Ziegler, and Putz
NOES: None
ABSENT: None
ABSTAIN: None

Board Chair Green called for nominations for Vice-Chair to serve for the ensuing term.

Director Walsh nominated Director Mote; there was no second.

Director Putz nominated Director Melnick to serve as Vice-Chair; seconded by Director Herrick.

Director Melnick was elected to serve as Vice-Chair by the following vote:

AYES: Herrick, Lee, Melnick, Mote, Oxandaboure, Putz, Russo, Walsh,
Ziegler, and Green
NOES: None
ABSENT: None
ABSTAIN: None

FA7. Annual Fire Hazard Abatement Program

Board consideration to terminate the contract with County of San Bernardino Land Use Services and provide Annual Hazard Abatement Program in house.

Chief Willis reviewed the current Annual Hazard Abatement program provided by the County of San Bernardino Land Use Services versus in-house provisions of services. He recommended the Board refer this item to the Administrative Committee for further discussion.

Discussion ensued regarding publicly-owned properties being cited for abatement issues and a cost analysis associated with in-house versus sourcing with the county.

Action: Motion by Director Ziegler; seconded by Vice Chair Melnick to schedule this item to the Administrative Committee for further discussion.

Said Motion was approved by the following vote:

AYES: Herrick, Lee, Melnick, Mote, Oxandaboure, Putz, Russo, Ziegler, and Green.

NOES: Walsh

ABSENT: None

ABSTAIN: None

FA8. Introduction of Ordinance No. BBFA2021-002 Authorizing Establishing Penalties for Violations of the Fire Code to be Considered for Adoption at a Public Hearing on February 1, 2022.

Board consideration of introducing proposed Ordinance No. BBFA2021-002 that establishes penalties for violations of the fire code for Big Bear Fire Authority, waiving the full reading and introduce by reading title only.

Motioned by Director Oxandaboure to read only.

Assistant Chief/Fire Marshal Maltby provided an overview and need for this Ordinance.

Norvell stated the Ordinance allows the Authority to establish its own firecode citations, a process to administered citations, and appeal process.

Discussion ensued regarding the process of violations, re-inspections, property owner and/or the renter impacts.

Action: Motion by Director Walsh; seconded by Director Russo to approve staff recommendation to introduce and waive first reading and pass to public hearing and second reading at the February 1, 2022, Regular Board meeting, an ordinance, entitled:

ORDINANCE NO. BBFA2021-002

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT
POWERS AUTHORITY, ESTABLISHING PENALTIES FOR
VIOLATIONS OF THE FIRE CODE

Said Motion was approved by the following vote:

AYES: Herrick, Lee, Melnick, Mote, Oxandaboure, Putz, Russo, Walsh,
Ziegler, and Green

NOES: None

ABSENT: None

ABSTAIN: None

FA9. Ladder Truck “Arrow XT Mid Mount Tower”

Board consideration to approve the purchase of the Ladder Truck; to include the approval of Resolution BBFA2021-007; Lease Purchase Terms with Banc of America Public Capital Corp and South Coast Fire Equipment for the Ladder Truck Purchase and documents for the previously approved Brush Engine purchase.

Chief Willis thanked Authority Counsel Norvell and his team’s assistance in securing a municipal advisor. and thanked the Apparatus Spec Committee for developing the ladder truck plans/specs.

Director of Business Services Mandolini stated with the assistance of the municipal advisor, a loan was secured for the ladder truck and brush engine in the amount of \$1.6 million, with a term of 10 years, an interest rate of 1.775%, an annual payment of \$176,000, with the first payment due December 2022.

Discussion ensued regarding the purchase documents.

Action: Motion by Walsh; seconded by Ziegler, to approve Resolution No. BBFA2021-007, execute the Lease Purchase Terms for the Ladder Truck purchase and the Brush Engine purchase.

Said Motion was approved by the following vote:

AYES: Herrick, Lee, Melnick, Mote, Oxandaboure, Putz, Russo, Walsh,
Ziegler, and Green
NOES: None
ABSENT: None
ABSTAIN: None

FA10. Potential Establishment of Standing Finance Committee

Board consideration of establishing a Finance Committee or appoint a special purpose Ad-Hoc committee with assignments that are finance centered.

Chief Willis provided the background raised at the October 5, 2021, Regular Board meeting. He reaffirmed it is the Board Chair’s discretion to make committee appointments.

Discussion ensued regarding the potential committee’s scope of work versus the existing administrative committee, committee membership, financial impacts, and current staff assignments.

Action: Motion by Director Herrick; seconded by Director Ziegler, to follow staff recommendation to not facilitate a Finance Committee and find the Administrative Committee to fulfill this responsibility.

Said Motion was approved by the following vote:

AYES: Herrick, Lee, Melnick, Mote, Oxandaboure, Putz, Russo, Ziegler,
and Green.
NOES: Walsh
ABSENT: None
ABSTAIN: None

FA11. 3-Year Fleet Replacement Plan

Board consideration of accelerating the Three-Year Fleet Replacement Schedule.

Chief Willis stated this was a suggestion taken to the Administrative Committee. With accelerating the replacement plan, the vehicles set for year 22/23 would be purchased now. These vehicles are needed within the department and this also goes along with the previous conversation regarding significant delay in receiving the vehicles, upcoming increase in purchase price, and current favorable interest rates. He suggested this be moved to the Administrative Committee for further discussion.

Discussion ensued regarding the timing of interest payments and if non-committee Board members can provide input for Administrative Committee consideration.

Willis and Norvell answered.

Action: Motion by Director Herrick; seconded by Director Ziegler to direct staff schedule this subject to the Administrative Committee for further discussion.

AYES: Herrick, Lee, Melnick, Mote, Oxandaboure, Putz, Russo, Walsh,
Ziegler, and Green
NOES: None
ABSENT: None
ABSTAIN: None

FA12. Fire Authority 2022 Meeting Calendar

Board consideration of approving the proposed 2022 Regular Board Meeting Calendar and adding two Budget Workshops on April 20 and May 18, 2022.

Board Secretary Smith presented the proposed 2022 meeting calendar.

A brief discussion ensued regarding frequency of meetings.

Action: Motion by Ziegler; seconded by Director Walsh, to approve the 2022 meeting calendar for the Fire Authority.

Said Motion was approved by the following vote:

AYES:	Herrick, Lee, Melnick, Mote, Oxandaboure, Putz, Russo, Walsh, Ziegler, and Green
NOES:	None
ABSENT:	None
ABSTAIN:	None

COMMITTEE REPORTS

A Fire Authority Administrative Committee Meeting was held on November 23, 2021, via zoom, represented by, Director Herrick, Director Mote, and Director Ziegler.

DIRECTORS' CLOSING COMMENTS

Director Ziegler wished everyone a Merry Christmas.

Director Mote wished everyone a Merry Christmas.

Director Herrick wished everyone a Merry Christmas and stated his concern with lake-side vegetation.

Board Chair Green thanked everyone for the vote of confidence as Chair for the ensuing term.

ADJOURNMENT

There being no further business to come before the Fire Authority at this session, Board Chair Green adjourned the meeting at 8:06 p.m.

Chardelle Smith
Board Secretary



INTEROFFICE MEMO

Big Bear Fire Authority

DATE: January 6, 2022

TO: Chairman and Directors of the Fire Authority Board

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **FIRE DEPARTMENT MONTHLY ACTIVITY REPORT
OCTOBER 2021**

1. SERVICE DELIVERY

1.1 Year-to-date Incident by Call Type percentages (see attached report).

1.2 Call Types by Month and Year-to-Date

		Current Month	Calendar Year to Date
1.2.1	Fire Calls, Hazardous Conditions, Service Calls	124	1,469
1.2.2	Rescue/Medical Calls	247	2,425
1.2.3	Medical Flight Missions	39	357
1.2.4	Training Class Summary (hours)	241.5	2,223.5
1.2.5	Plan Check/Fire Letter	18	127
1.2.6	Chipping Requests (2020 Suspended)	--	--
1.2.7	Trees Removed/Reimbursed thru Grant	5	26
1.2.8	Hazardous Tree Removal Notice to Proceed	4	21
1.2.9	Hazardous Tree 1 st Abate Notice/Order	4	6
1.2.10	Hazardous Tree 2 nd & Final Abate Notice/Order	0	3
1.2.11	Tree Abatement Issues Resolved	0	4
1.2.12	Hazard Abatement Notices Sent	200 (2021 2 nd Notice)	2,143

2. COMMUNITY RELATIONS

None

3. OPERATIONS

3.1 Chief Willis, Assistant Chief Maltby, and/or Senior Finance Officer Mandolini attended the following meetings during the reporting month:

- Big Bear Fire Authority Regular Board Meeting – October 5
- Use of Force Training – October 7
- Mountain Mutual Aid Meeting – October 12
- EMS Stakeholder Update – October 13
- Pre-Meeting RE Fire TF – October 14
- Emergency Communications Nurse System (ECNS) Right Care/Right Time meeting – October 14
- Fire Task Force Meeting – October 15
- CONFIRE Administrative Committee Meeting – October 26
- San Bernardino County Fire Chiefs Association Meeting – October 28

3.2 Battalion Chief Parham attended the following meetings/training during the reporting month.

- EMS Officers Meeting – October 13
- Regional Transportation Advisory Committee (RTAC) Meeting – October 14

3.3 Battalion Chief Wagner attended the following meetings/training during the reporting month:

- None

3.4 Battalion Dan Rogers attended the following meetings/training during the reporting month:

- San Manuel Superuser Training for First Due Software – October 1
- 2021 Annual Emergency Response Liaison Meeting with Southwest Gas District Office, Big Bear Lake – October 7

4. HEALTH AND SAFETY

4.1 October 12 – Battalion Chief Rogers and Board Secretary Smith attended the Senior Center of Big Bear Valley meeting to present the ambulance and helicopter memberships available within the Valley.

4.2 October – The following ads were placed:

- “Ambulance Membership” KBHR

- “Let’s Get Something Clear” Grizzly (see attached)
- “Let’s Get Something Clear” Big Bear Now (see attached)

4.3 October – The following social media posts were placed:

- 10/4/2021 – “Learn the Sounds of Fire Safety! – Fire Prevention Week”
- 10/6/2021 - “Breast Cancer Awareness Month”
- 10/11/2021 – “Join Our Team – Human Resources Coordinator & Ambulance Operator/Paramedic”
- 10/12/2021 – “BBFD Emergency Text Notification System – Are You Signed Up?”

5. PERSONNEL

5.1 October 14 – Big Bear Fire Chiefs met to discuss operational staffing needs within the department.

5.2 October 21 – Interviews were held for the Human Resources Coordinator position.

6. ADMINISTRATIVE STAFF TRAINING/CONFERENCES/SEMINARS

6.1 October 5 – Facilities and Systems Manager Dickerson attended a CONFIRE Communication and Support meeting, via zoom.

6.2 October 26 – Facilities and Systems Manager Dickerson attended an Elections Infrastructure Information Sharing and Analysis Center/Multi-State Information Sharing and Analysis Center (EI/MS-ISAC) meeting for government agencies to discuss current and projected cyber security threats via WebEx.

6.3 October 25-27 – Board Secretary Smith attended the California Special District Association (CSDA) 2021 Board Secretary/Clerk Conference.

7. STRIKE TEAMS & DUTY COVERAGE FOR FIRE RESPONSE

7.1 October 7-21 – Division Chief Klar and Division Chief Walker were on overhead assignment for the Monument Fire in the Shasta-Trinity National Forest.

7.2 October 7-22 – Chief Willis was on overhead assignment for the Monument Fire in the Shasta-Trinity National Forest.

7.3 October 12-14 – Battalion Chief Rogers, Captain Curtis, Engineer Schwartzman, and Firefighter/Paramedic Ortega were assigned to the Alisal Fire in the Los Padres National Forest.

7.4 October 19-27 - Paid Call Captain Morelock was on overhead assignment on the KNP Complex in Kings National Park.

- 7.5 October 19-November 3 - Paid Call Division Chief Smith and Paid Call Technical Specialist Hutchinson were on overhead assignment on the KNP Complex in Kings National Park.

Training Summary Report 10/01/2021 - 10/31/2021

COMPANY TRAINING DOCUMENTATION	HOURS
Technical Rescue	25.5
Area Familiarization, Emergency Ops, Fire Suppression, Forcible Entry, Hose, Hydrants/Streets, Water Supply, Ladders, Pre/Post Incident	4
Emergency Ops	8
Area Familiarization, Emergency Ops, Fire Suppression, Forcible Entry, Hose, Hydrants/Streets, Water Supply, Ladders, Pre/Post Incident	2.0
TOTAL COMPANY TRAINING DOCUMENTATION HOURS	40

MISCELLANEOUS	HOURS
Aerosol Transmissible Diseases	1
Anti-Harassment Training for All Employees - California (SB1343)	1
Asbestos Awareness	1
Electrical Safety	9
Hearing Conservation	38
Lock-Out / Tag-Out	1
NFPA 1001 Firefighter Personal Protective Equipment	1
NFPA 1500 Bloodborne Pathogens Safety	1
NFPA 1500 Confined Space Entry	28

EMS	HOURS
EMS Abdominal Trauma Advanced	1
EMS Acute Respiratory Distress Syndrome Advanced	1
EMS Advanced Airways: Intubation and Beyond (2 hours)	2
EMS Airway Management Advanced (2 hours)	2
EMS Airway Management Basic	1
EMS Allergies and Anaphylaxis Advanced	2
EMS Allergies and Anaphylaxis Basic	2
EMS Altered Mental Status Advanced	1
EMS Altitude Emergencies	2
EMS Amputation Injuries Advanced	1
EMS Aquatic Emergencies	2
EMS Assessing the Patient with Major Trauma	4
EMS Assessment and Treatment of Submersion Injuries (Advanced)	1
EMS Asthma Advanced	2
EMS Back Injury Prevention	2
EMS Bariatric Patients	6
EMS Behavioral Emergencies Advanced	1
EMS Behavioral Emergencies Basic	1
EMS Burn Management Basic	2
EMS CNS Injuries Advanced	1
EMS CNS Injuries Basic	1
EMS Crime Scene Awareness	2

Training Summary Report

10/01/2021 - 10/31/2021

MISCELLANEOUS CONTINUED	HOURS
NFPA 1500 Hazard Communication	10
NFPA 1500 Respiratory Protection	1
Working in Extreme Temperatures	1
TOTAL MISCELLANEOUS HOURS	93.0

TOTAL TRAINING HOURS	241.5
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EMS CONTINUED	HOURS
EMS Diabetic Ketoacidosis Advanced	1
EMS Diet & Nutrition	1
EMS Emergency Response to Terrorism (MOD #1)	1
EMS Emergency Response to Terrorism (MOD #2)	1
EMS Emergency Response to Terrorism (MOD #3)	1
EMS Gunshot Wounds	2
EMS Hazard Communication	37
EMS Intraosseous Infusion Advanced	1
EMS Pediatric Shock Advanced (2 hours)	2
EMS Respiratory Emergencies Advanced	1
EMS Training Documentation	11
EMS Traumatic Head and Brain Injuries Advanced	2
First Responder Operations Level Refresher (MOD #1)	2
First Responder Operations Level Refresher (MOD #2)	2
First Responder Operations Level Refresher (MOD #3)	2
First Responder Operations Level Refresher (MOD #4)	2
TOTAL EMS HOURS	109

Incident Type Report

10/01/2021 - 10/31/2021

1 Fire	Count	Est. Prop. Loss	Est. Content Loss	Total Est. Loss	%
100 - Fire, other	1				
114 - Chimney or flue fire, confined to chimney or flue	2	0	0	0	0%
131 - Passenger vehicle fire	1	5,000	500	5,500	100%
140 - Natural vegetation fire, other	1				
150 - Outside rubbish fire, other	1				
151 - Outside rubbish, trash or waste fire	1		0	0	0%
Incident Count	7	\$5,000	\$500	\$0	0.00%

3 Rescue & Emergency Medical Service Incident	Count
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	171
322 - Motor vehicle accident with injuries	4
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	6
381 - Rescue or EMS standby	1
Incident Count	184

4 Hazardous Condition	Count
412 - Gas leak (natural gas or LPG)	3
424 - Carbon monoxide incident	1
444 - Power line down	3
Incident Count	7

7 False Alarm & False Call	Count
700 - False alarm or false call, other	8

5 Service Call	Count
500 - Service call, other	1
511 - Lock-out	1
531 - Smoke or odor removal	3
550 - Public service assistance, other	9
553 - Public service	6
554 - Assist invalid	4
561 - Unauthorized burning	5
Incident Count	29

6 Good Intent Call	Count
600 - Good intent call, other	1
611 - Dispatched and cancelled en route	15
611A - Alarm: Dispatched & Cancelled Enroute	9
611E - EMS: Dispatched & Cancelled Enroute	21
611G - Veg Fire: Dispatched & Cancelled Enroute	1
611O - Other: Dispatched & Cancelled Enroute	2

Incident Type Report

10/01/2021 - 10/31/2021

7 False Alarm and False Call	Count
711 - Municipal alarm system, malicious false alarm	1
733 - Smoke detector activation due to malfunction	4
740 - Unintentional transmission of alarm, other	2
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	6
746 - Carbon monoxide detector activation, no CO	4
Incident Count	26

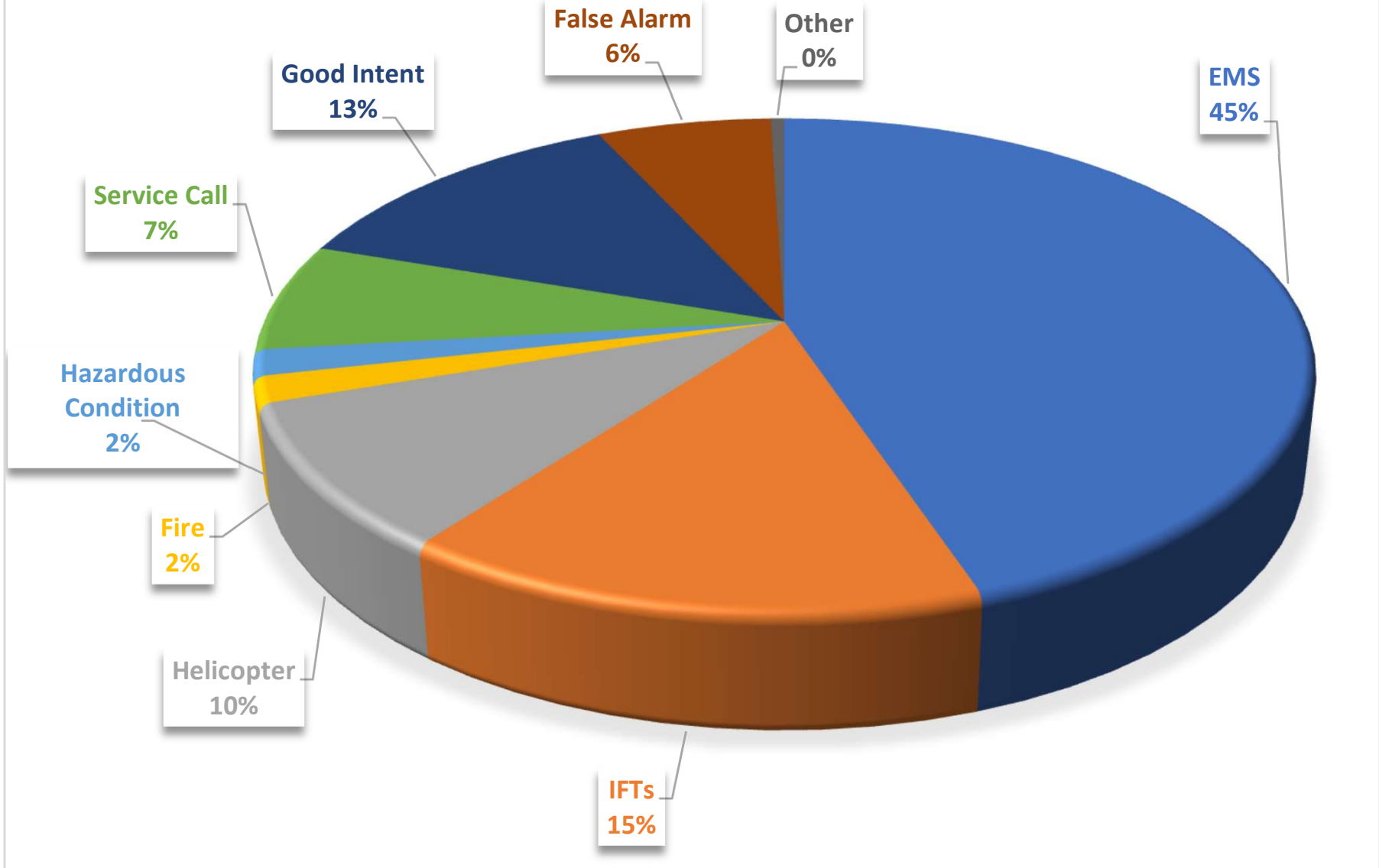
Total Incident Count	308
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6 Good Intent Call	Count
622 - No incident found on arrival at dispatch address	3
671 - HazMat release investigation w/no HazMat	1
Incident Count	53

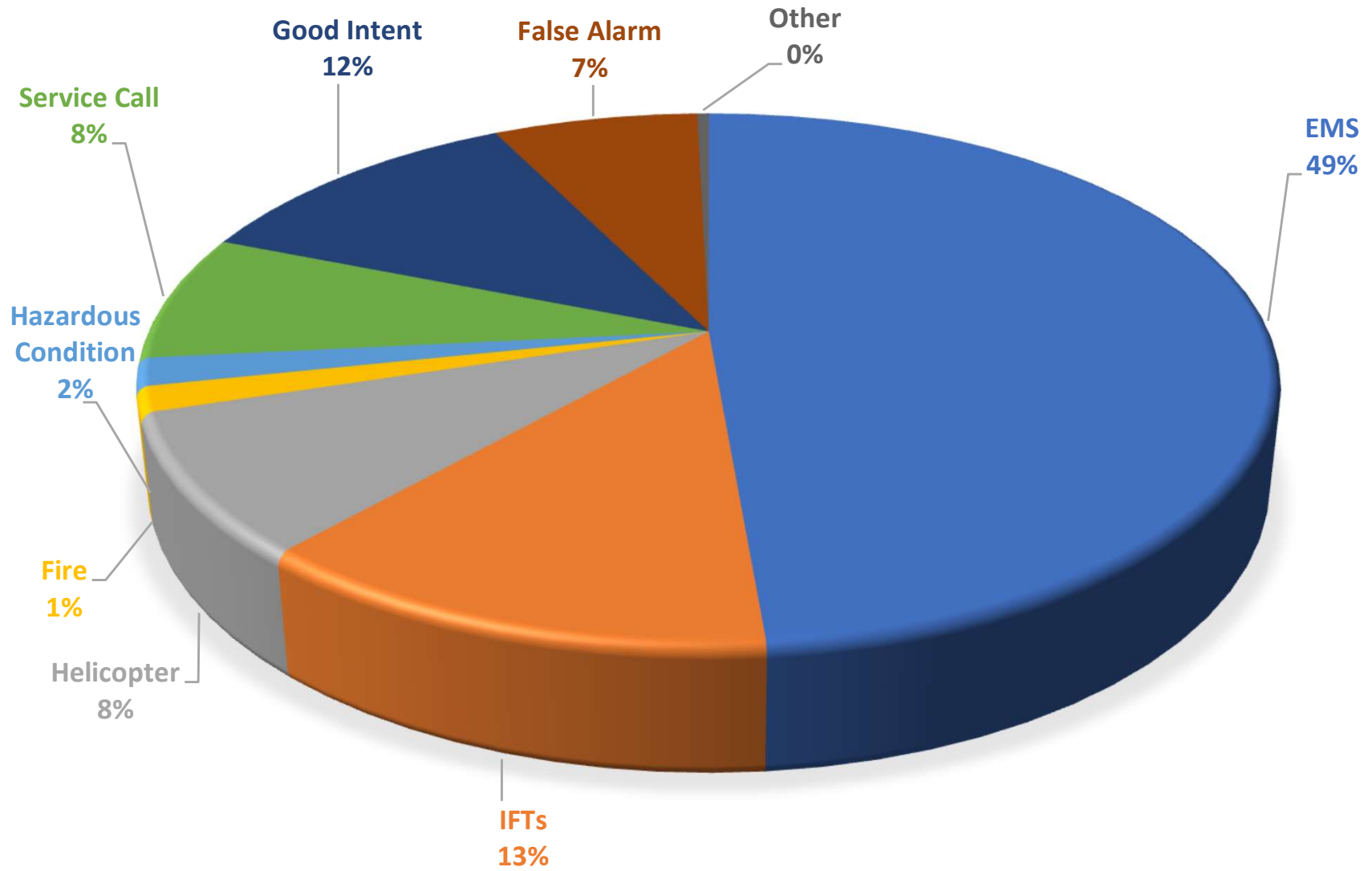
8 Severe Weather & Natural Disaster	Count
813 - Wind storm, tornado/hurricane assessment	1
Incident Count	1

9 Special Incident Type	Count
900 - Special type of incident, other	1
Incident Count	1

OCTOBER 2021 INCIDENTS BY TYPE



2021 YTD TOTAL INCIDENTS BY TYPE



Earth, Fire & Water

Wildfire threat remains high in state

By Judi Bowers
jbowers.grizzly@gmail.com

It was 18 years ago on an October Saturday when smoke appeared above the mountain tops. It was the beginning of what would be known as the Old Fire.

The Old Fire started on Oct. 25, 2003, around 9 a.m. Strong Santa Ana winds fanned the flames and by 6:30 p.m. the fire had exploded to 10,000 acres. Mountain and foothill communities were damaged with 993 homes destroyed by the fire. Rickie Lee Fowler was arrested and tried on arson and murder charges in connection with the Old Fire. Fowler threw a lit flare out of a van along Old Waterman Canyon where the fire started. In August 2012, Fowler was convicted of five counts of murder and two counts of arson. The murder charges were due to five people who died of heart attacks during the evacuation caused by the Old Fire.

The Old Fire was fully contained on Nov. 2, 2003, with the help of rain and snow. And while the mountain communities have seen rain and snow the past few weeks, Big Bear Fire Chief Jeff Willis said the precipitation is not cause to let our guard down. Wildfire



San Bernardino County Fire

The El Dorado Fire burned in the Oak Glen/Yucaipa areas and threatened the community of Angelus Oaks in 2020.

See FIRE Page 7

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INTEROFFICE MEMO

Big Bear Fire Authority

DATE: January 26, 2022

TO: Chairman and Directors of the Fire Authority Board

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **NOVEMBER 2021 FIRE DEPARTMENT MONTHLY ACTIVITY REPORT**

1. SERVICE DELIVERY

1.1 Year-to-date Incident by Call Type percentages (see attached report).

1.2 Call Types by Month and Year-to-Date

		Current Month	Calendar Year to Date
1.2.1	Fire Calls, Hazardous Conditions, Service Calls	135	1,604
1.2.2	Rescue/Medical Calls	290	2,715
1.2.3	Medical Flight Missions	38	395
1.2.4	Training Class Summary (hours)	265	2,488.5
1.2.5	Plan Check/Fire Letter	21	148
1.2.6	Chipping Requests (2020 Suspended)	--	--
1.2.7	Trees Removed/Reimbursed thru Grant	1	27
1.2.8	Hazardous Tree Removal Notice to Proceed	6	27
1.2.9	Hazardous Tree 1 st Abate Notice/Order	2	8
1.2.10	Hazardous Tree 2 nd & Final Abate Notice/Order	2	5
1.2.11	Tree Abatement Issues Resolved	4	8
1.2.12	Hazard Abatement Notices Sent	200 (2021 2 nd Notice)	2,143

2. COMMUNITY RELATIONS

None

3. OPERATIONS

3.1 Chief Willis, Assistant Chief Maltby, and/or Senior Finance Officer Mandolini attended the following meetings during the reporting month:

- County Arson Training – November 10
- City of Big Bear Lake City Council Meeting – November 11 & 15
- San Bernardino County Fire Chiefs Association Meeting – November 18
- Meet Dawn Rowe and new Staff – November 18
- Big Bear Fire Authority Administrative Committee Meeting – November 23
- LossCAP Presentation – CJPIA – November 29

3.2 Battalion Chief Parham attended the following meetings/training during the reporting month.

- None

3.3 Battalion Chief Wagner attended the following meetings/training during the reporting month:

- None

3.4 Battalion Dan Rogers attended the following meetings/training during the reporting month:

- None

4. HEALTH AND SAFETY

4.1 November 20 – Ladder testing was held at Station 281 for all units.

4.2 November – The following ads were placed:

- “Ambulance Membership” KBHR
- “Adopt-A-Hydrant” Big Bear Now (see attached)

4.3 November – The following social media posts were placed:

- 11/2/2021 – “We’re Hiring – AO/Paramedic”
- 11/3/2021 - “Now Hiring – AO/EMT”
- 11/7/2021 – “Change your Clock, Change your Batteries”
- 11/11/2021 – “Happy Veterans Day”
- 11/17/2021 – “Big Bear City Christmas Tree Lighting”
- 11/25/2021 – “Happy Thanksgiving”

- 11/26/2021 – “Live Video - Big Bear City Christmas Tree Lighting”

4.4 November – The following press release was issued:

- “Baldwin Lake Structure Fire” (see attached)

5. PERSONNEL

5.1 November 16 – Ambulance Operator Brittany Melendez, Firefighter/Paramedic Nicholas Mercado, and HR Coordinator Kristen Shepherd took their Oath of Office.

6. ADMINISTRATIVE STAFF TRAINING/CONFERENCES/SEMINARS

6.1 November 2 – Facilities and Systems Manager Dickerson attended a CONFIRE Communication and Support meeting, via zoom.

6.2 November 30 – Facilities and Systems Manager Dickerson attended an Elections Infrastructure Information Sharing and Analysis Center/Multi-State Information Sharing and Analysis Center (EI/MS-ISAC) meeting for government agencies to discuss current and projected cyber security threats via WebEx.

Training Summary Report 11/01/2021 - 11/30/2021

COMPANY TRAINING DOCUMENTATION	HOURS
Area Familiarization, Emergency Ops, Fire Suppression, Forcible Entry, Pre/Post Incident, Technical Rescue, Emergency Ops	18
Area Familiarization, Emergency Ops, Forcible Entry, Hose, Ladders, Pre/Post Incident, Preventative Maintenance, Emergency Ops	8
Emergency Ops	26
Emergency Ops, Pre/Post Incident, Preventative Maintenance, Pre/Post Incident	7
Emergency Ops, Technical Rescue, Emergency Ops	18
Fire Pump, Fire Suppression	8
Fire Suppression, Aerial Ladder	7.5
Hose	3
Ladders	3
Physical Fitness, Preventative Maintenance, Physical Fitness	6
Technical Rescue	90.5
TOTAL COMPANY TRAINING DOCUMENTATION HOURS	195
MISCELLANEOUS	HOURS
Alcohol-Free Workplace	1
Anti-Harassment Training for All Employees - California (SB1343)	1

EMS	HOURS
EMS Abdominal Trauma Advanced	2
EMS Acute Respiratory Distress Syndrome Advanced	2
EMS Advanced Airways: Intubation and Beyond (2 hours)	4
EMS Airway Management Advanced (2 hours)	2
EMS Allergies and Anaphylaxis Advanced	1
EMS Altered Mental Status Advanced	1
EMS Asthma Advanced	1
EMS Bleeding and Shock Advanced	1
EMS Bomb Blast Injuries Advanced	1
EMS Burn Management Advanced	2
EMS Capnography	1
EMS Cardiovascular Anatomy & Physiology Review	1
EMS Diabetic Ketoacidosis Advanced	1
EMS Emergency Response to Terrorism (MOD #4)	1
EMS Endocrine System Emergencies Advanced	2

Training Summary Report 11/01/2021 - 11/30/2021

MISCELLANEOUS CONTINUED	HOURS
Computer Security Awareness	12
Drug-Free Workplace	0.5
General HIPAA Awareness	1
Hearing Conservation	2
NFPA 1500 Confined Space Entry	1
TOTAL MISCELLANEOUS HOURS	18.5

EMS CONTINUED	HOURS
EMS Epilepsy	1
EMS Hazard Communication	3
EMS HIV/AIDS Awareness	2
EMS Pediatric Burns Advanced	1
EMS Training Documentation	21.5
TOTAL EMS HOURS	52

TOTAL TRAINING HOURS	265
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Incident Type Report

11/01/2021 - 11/30/2021

1 Fire	Count	Est. Prop. Loss	Est. Content Loss	Total Est. Loss	%
100 - Fire, other	2				
111 - Building fire	1	110,000	7,500	117,500	99.16%
114 - Chimney or flue fire, confined to chimney or flue	1	0	0	0	0%
131 - Passenger vehicle fire	1	1,000	0	1,000	0.84%
138 - Off-road vehicle or heavy equipment fire	1	0	0	0	0%
140 - Natural vegetation fire, other	2	0	0	0	0%
154 - Dumpster or other outside trash receptacle fire	1	0	0	0	0%
Incident Count	9	\$111,000	\$7,500	\$118,500	100.00%

3 Rescue & Emergency Medical Service Incident	Count
321 - EMS call, excluding vehicle accident with injury	170
322 - Motor vehicle accident with injuries	8
324 - Motor vehicle accident with no injuries.	2
Interfacility Transfers	55
Incident Count	235

4 Hazardous Condition	Count
400 - Hazardous condition, other	1
412 - Gas leak (natural gas or LPG)	6
424 - Carbon monoxide incident	2
444 - Power line down	2
480 - Attempted burning, illegal action, other	1
Incident Count	12

5 Service Call	Count
500 - Service call, other	2
511 - Lock-out	1
522 - Water or steam leak	1
531 - Smoke or odor removal	2
550 - Public service assistance, other	10
551 - Assist police or other governmental agency	2
553 - Public service	3
554 - Assist invalid	6
561 - Unauthorized burning	4
Incident Count	31

6 Good Intent Call	Count
600 - Good intent call, other	2
611 - Dispatched and cancelled en route	14
611A - Alarm: Dispatched & Cancelled Enroute	6
611E - EMS: Dispatched & Cancelled Enroute	20

Incident Type Report

11/01/2021 - 11/30/2021

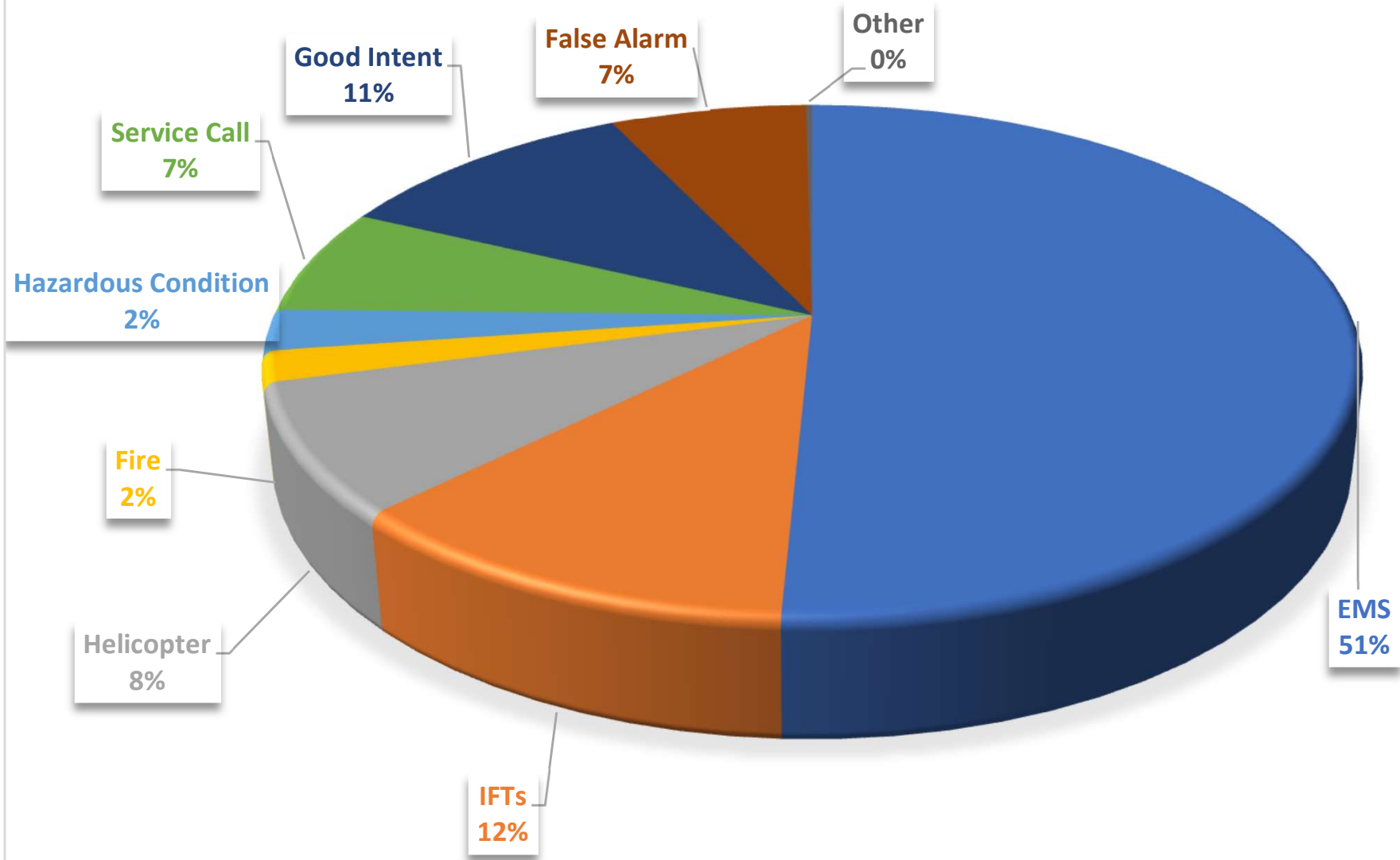
7 False Alarm & False Call Continue	Count
700 - False alarm or false call, other	6
733 - Smoke detector activation due to malfunction	7
735 - Alarm system sounded due to malfunction	2
736 - CO detector activation due to malfunction	2
743 - Smoke detector activation, no fire - unintentional	6
744 - Detector activation, no fire - unintentional	2
745 - Alarm system activation, no fire - unintentional	3
746 - Carbon monoxide detector activation, no CO	4
Incident Count	32

6 Good Intent Call Continue	Count
611G - Veg Fire: Dispatched & Cancelled Enroute	1
611T - T/C: Dispatched & Cancelled Enroute	1
622 - No incident found on arrival at dispatch address	4
631 - Authorized controlled burning	1
652 - Steam, vapor, fog or dust thought to be smoke	1
Incident Count	50

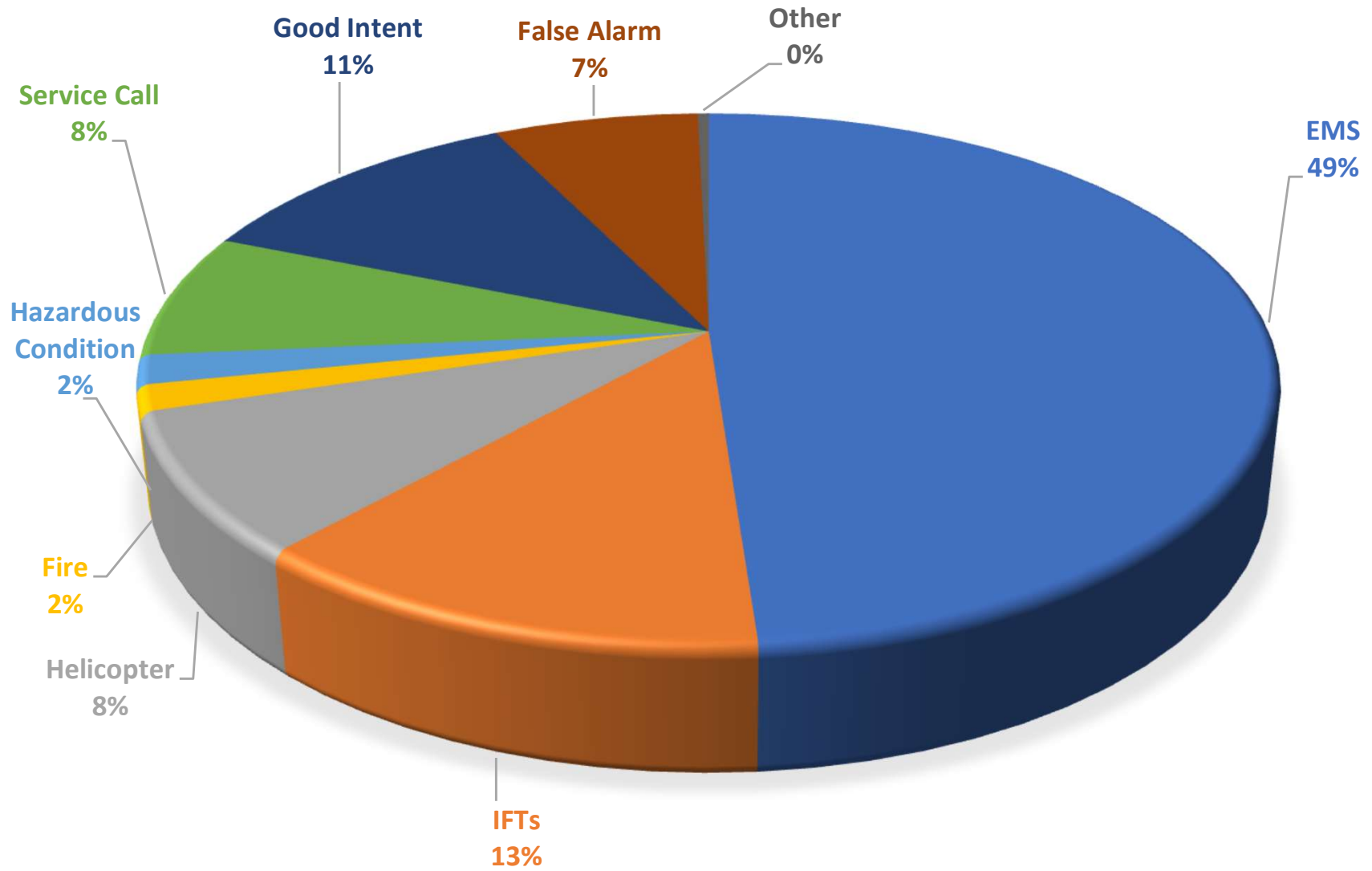
9 Special Incident Type	Count
911 - Citizen complaint	1
Incident Count	1

Total Incident Count	370
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NOVEMBER 2021 INCIDENTS BY TYPE



2021 YTD TOTAL INCIDENTS BY TYPE





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Baldwin Lake Structure Fire: Fire Held to the Attic

11/15/2021 by [Rhiannon Voest](#)

Big Bear News, Big Bear, CA – A residential structure fire was reported in the area of E Minnow Lane and Baldwin Lake Road, Big Bear City, at approximately 10:48 a.m., on Sunday, November 14, 2021. Upon arrival, fire crews observed a single-story modular residence with smoke showing from all sides of the structure. Crews were able to quickly extinguish the fire within approximately 45 minutes. There were no occupants home at the time of the structure fire. The structure fire required all units from the Big Bear Fire Department to respond with assistance from CAL FIRE and Forest Service; Battalion Chief Luke Wagner was on-scene and in command of the response. Cause of the fire is under investigation by Big Bear Fire Department.

For tips on fire safety visit the website at www.bigbearfire.org.

Highway 18 below Crestline will open with the assistance of an escort/pilot car on Friday, 1/7 at 3pm. Travelers should expect travel delays.

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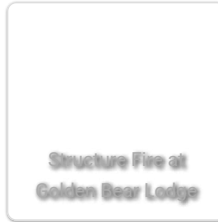


SAN GORGONIO WEBCAM



Photo Courtesy of: Big Bear Fire Department and
www.Socalmountains.com

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BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA5

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of the Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief

PREPARED BY: Mike Maltby, Asst. Chief/Fire Marshal

SUBJECT: **ORDINANCE NO. BBFA2021-002, AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, ESTABLISHING PENALTIES FOR VIOLATIONS OF THE FIRE CODE AND OTHER AUTHORITY CODES AND ORDINANCES**

BACKGROUND:

California Health and Safety Code section 13869.7 authorizes the Big Bear Fire Authority (“Authority”) to adopt building standards relating to fire and panic safety that are more stringent than the building standards adopted by the State Fire Marshal and contained in the California Building Standards Code. The Authority has already adopted a more stringent version of the California Fire Code and California Residential Code with local amendments (collectively, “Fire Code”) in compliance with section 13869.7 and the Authority is authorized to enforce the Fire Code. A procedure for issuance and appeal of administrative citations for Fire Code violations exists; however, the procedure established under the Fire Code is not as efficient or effective as it could be.

California Government Code section 53069.4 authorizes the Authority to issue administrative citations to enforce its ordinances (in addition to criminal, civil or any other legal remedies established by law) and to establish procedures for the imposition, enforcement, collection, and administrative review of those administrative citations, which the Authority may use to address violations of the Fire Code and other codes and ordinances of the Authority.

DISCUSSION:

Pursuant to Government Code section 53069.4, Ordinance No. BBFA2021-002 (“Ordinance”) would establish an alternative procedure for more efficient and effective issuance and appeal of administrative citations and other penalties in the Authority’s enforcement of the Fire Code and other codes and ordinances, establish additional penalties, and make enforcement provisions more uniform and consistent with modern practices of San Bernardino County.

As an overview, the Ordinance would allow for Authority issuance of administrative citations, sets forth penalty amounts and payment requirements, provides procedures for appeals hearings, and allows the Authority to pursue other remedies allowed by law.

Specifically, the Ordinance would make violations of Authority codes and ordinances, including the Fire Code, subject to criminal, civil, and administrative enforcement. The Ordinance would set forth the amount of the fines associated with criminal enforcement, and set forth civil enforcement mechanisms and penalties.

The Ordinance would also allow the Authority to issue administrative citations and impose administrative fines when Authority codes and ordinances, including the Fire Code, are violated. Generally, these fines would be \$100 for a first violation, \$500 for a second violation of the same code provision in a year, and \$1,000 for a third or more violations of the same code provision in a year. However, the Ordinance would provide specific administrative penalty amounts for activities relating to “Dangerous Fireworks,” and for unlawful activities relating to “Safe and Sane” fireworks. The Ordinance would set forth the payment requirements and procedures for these fines, and set forth the consequences of failure to pay administrative fines, fees, or late payments.

The Ordinance would set forth a procedure for recipients of administrative citations to appeal their citation to the Appeals Board upon submission of a request, an advance deposit of the fine, and a deposit of an appeal fee. A hardship waiver for the advance deposit of the fine would be available for request by those who could demonstrate they are financially unable to make the advance deposit. Administrative decisions by the Authorities Appeals Board would be reviewable by the San Bernardino Superior Court if appealed by the recipient of the administrative citation.

Finally, the Ordinance would allow the Authority to recover its costs for inspection and enforcement of its ordinances.

A motion introducing the Ordinance was adopted at the Board’s December 7, 2021 meeting, and the Ordinance text has been updated to correct a typo in Section 13(c) that was noted by the Board during its introduction. The Ordinance is now being presented to the Board for final adoption.

FISCAL IMPACT:

There is no direct fiscal impact associated with adopting the Ordinance. The Ordinance would require Authority resources to implement, but would allow for recovery of penalties for violations.

RECOMMENDATION:

That the Board of Directors adopt Ordinance No. BBFA2021-002 (Attachment A) as presented.

ORDINANCE NO. BBFA2021-002

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF
THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA
JOINT POWERS AUTHORITY, ESTABLISHING
PENALTIES FOR VIOLATIONS OF THE FIRE CODE**

WHEREAS, the Big Bear Fire Authority (“Authority”) exists pursuant to the laws of the state of California and that certain Joint Powers Agreement entered into by and between the Big Bear City Community Services District and the Big Bear Lake Fire Protection District, a subsidiary fire protection district of the City of Big Bear Lake (“City”); and

WHEREAS, Health and Safety Code section 13869.7 authorizes the Authority to adopt building standards relating to fire and panic safety that are more stringent than those building standards adopted by the State Fire Marshal and contained in the California Building Standards Code, subject to the ratification of the City and San Bernardino County; and

WHEREAS, the Authority has adopted a more stringent version of the California Fire Code and California Residential Code with local amendments (collectively, “Fire Code”) in compliance with section 13869.7 and the Authority is authorized by such adoption to enforce the Fire Code; and

WHEREAS, the Authority desires to encourage compliance with the Fire Code; and

WHEREAS, Government Code section 53069.4 authorizes the Authority to issue administrative citations to enforce its ordinances in addition to criminal, civil or any other legal remedies established by law, which may be pursued to address violations of the Fire Code; and

WHEREAS, currently, there is a procedure for the issuance and appeal of administrative citations for Fire Code violations but the Authority desires to establish an alternative administrative citation procedure and additional penalties, as well as make its enforcement provisions more uniform and consistent with that of San Bernardino County; and

WHEREAS, the purpose of this Ordinance is to establish an alternative procedure for the issuance and appeal of administrative citations and other penalties in the enforcement of the Fire Code; and

WHEREAS, at the discretion of the Authority, violations of the Fire Code may be addressed through the institution of a criminal action, a civil action, or an administrative action as set forth in this Ordinance.

NOW THEREFORE, the Board of Directors of the Big Bear Fire Authority does ordain as follows:

Section 1. Penalties and Applicability

- A. No person shall violate or fail to comply with any provision or requirement of the Authority Codes, as defined herein, or maintain a public nuisance subject to abatement under Authority Codes. Any person who shall violate or fail to comply with any provision or requirement of the Authority Codes, or a condition of any permit issued pursuant to Authority Codes, or who maintains a public nuisance subject to abatement under Authority Codes, shall be guilty of a misdemeanor unless (1) such a violation or failure is designated as an infraction or is subsequently prosecuted as an infraction, in which case such person shall be guilty of an infraction; or (2) such a violation or failure is prosecuted exclusively as a civil administrative action pursuant to this Ordinance. Any person, business, organization corporation, or other entity that fails to pay an administrative fine or to comply with an Administrative Order is guilty of a misdemeanor as provided in this Ordinance.
- B. All remedies and penalties provided in this Ordinance shall be cumulative and discretionary and not exclusive of other applicable provisions of this Ordinance or applicable State law. Notwithstanding any remedies, penalties and procedures set forth in other Authority Codes, all remedies, penalties and procedures provided in this Ordinance shall apply at the discretion of the Authority and Enforcement Officers.
- C. Use of this Ordinance shall be at the sole discretion of the Authority and Enforcement Officers.

Section 2. Definitions

- A. “Appeals Board” shall mean the Appeals Board established by section 109.1 of the California Fire Code and related laws, as amended by an ordinance of the Authority from time to time, including, but not limited to, Authority Ordinance No. BBFA2020-001.
- B. “Authority Codes” shall mean the Fire Code (as defined herein), this Ordinance, other codes or ordinances of the Authority, and other applicable laws enforceable by the Authority.
- C. “Continuing Violation” shall mean an ongoing violation of the Authority Codes that persists in excess of one day.
- D. “Enforcement Officer” shall mean that person or persons specifically designated by Authority Codes or the Fire Chief to enforce any provisions of the Authority Codes.
- E. “Fire Code” shall mean the California Fire Code, California Residential Code, and related laws, as may be amended by an ordinance of the Authority from time to time, including, but not limited to, Authority Ordinance No. BBFA2020-001.

- F. “Individual Violation” shall mean an isolated violation of Authority Codes that exists or persists for one full day or less.
- G. “Responsible Person” shall mean any of the following:
 - (1) Any person or entity that causes, maintains, suffers, permits, aids, abets, or otherwise allows a violation of Authority Codes, by his or her action or failure to act.
 - (2) Any person or entity that occupies, owns, possesses, or controls any parcel of real property in the Authority upon which a violation of Authority Codes occurs or exists.
 - (3) Any trustee of any trust that holds legal title to any parcel of real property in the Authority upon which a violation of the Authority Codes is maintained.
 - (4) Any person or entity that owns, possesses, manages, or controls any business within the Authority that is responsible for causing or maintaining a violation of Authority Codes.

Section 3. Administrative Citation

- A. Whenever an Enforcement Officer charged with the enforcement of any provision of Authority Codes determines that a violation of a provision of Authority Codes has occurred, the Enforcement Officer shall have the authority to issue an administrative citation to any person responsible for the violation.
- B. Authority to Issue an Administrative Citation
 - (1) Continuing Violation that does not create an immediate danger to public health and safety. Where the violation is a Continuing Violation that does not create an immediate danger to public health and safety, the citation shall set forth a reasonable period of time, which shall not be less than 15 days, for the person responsible for the continuing violation to correct or otherwise remedy the violation prior to the imposition of the administrative fine.
 - (2) Continuing Violation that creates an immediate danger to public health and safety. Where a violation is a Continuing Violation that constitutes an immediate danger to the public health and safety, the property owner shall be provided notice to correct the violation within a maximum of two (2) hours from when the verbal or written notice was received. Depending upon the severity of the violation, if the violation is not corrected within the two-hour time period, the Authority shall have the option to initiate abatement procedures or impose the administrative citation provisions set forth herein.

- (3) Individual Violation that does not create an immediate danger to public health and safety. Where a violation is an Individual Violation that does not create an immediate danger to public health and safety, a written notice to correct the violation shall be issued for the first offense. For second and subsequent violations of the same code provision, the person responsible for the violation shall not have an opportunity to correct or otherwise remedy the violation prior to the administrative fine being imposed. Each person, firm, or corporation shall be guilty of a separate offense for each day and every day during any portion of which any violation is committed.
- (4) Individual Violation that creates an immediate danger to the public health and safety. Where a violation is an Individual Violation that constitutes an immediate danger to the public health and safety, the property owner shall be provided notice to correct the violation within a maximum of two (2) hours from when the verbal or written notice was received. Depending upon the severity of the violation, if the violation is not corrected within the two-hour time period, the Authority shall have the option to initiate abatement procedures or impose the administrative citation provisions set forth herein.

C. Each administrative citation shall contain the following information:

- (1) The date of the violation;
- (2) The address or a definite description of the location where the violation occurred;
- (3) The section or provision of the Authority Codes violated and a description of the violation;
- (4) The amount of the fine for the violation;
- (5) A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;
- (6) An order prohibiting the continuation or repeated occurrence of the violation described in the administrative citation;
- (7) A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for a hearing form to contest the administrative citation may be obtained; and
- (8) The name and signature of the citing Enforcement Officer.

- D. Each provision of the Authority Codes that is violated constitutes a separate violation. Each day such a violation continues shall be regarded as a new and separate violation.

Section 4. Amount and Payment of Fines

- A. Misdemeanor violations. For a violation of Authority Codes specified to be punishable as a misdemeanor, or which is punished as a misdemeanor under Section 1(A) of this Ordinance, for which no fine is specifically provided, the amount of the penalty shall be as set forth here. Upon conviction of a misdemeanor, or upon a plea of nolo contendere (commonly called “no contest”), the penalty shall be a base fine of not less than \$500.00 and not more than one thousand dollars (\$1,000.00), or by imprisonment in jail for a period of not more than six (6) months, or by both such base fine and imprisonment.
- B. Infraction violations. Notwithstanding the foregoing, a misdemeanor violation may be cited, charged, and prosecuted as an infraction. Where so prosecuted, or where specified in Authority Codes that the violation of a certain section or sections shall be an infraction, then that shall be the type of offense and each such violation shall be punishable, except as otherwise provided herein, upon conviction or upon a plea of nolo contendere (commonly called “no contest”), by:
- (1) A base fine not exceeding one hundred dollars (\$100.00) for a first violation;
 - (2) A base fine not exceeding five hundred dollars (\$500.00) for a second violation of the same code provision within one (1) year from the date of the first violation;
 - (3) A base fine not exceeding one thousand dollars (\$1,000.00) for a third or more violation(s) of the same code provision within one (1) year from the date of the first violation.
- C. Administrative citation fines. Pursuant to the authority granted in Section 53069.4 of the California Government Code, the amount of administrative fines for Authority Code violations imposed pursuant to this Ordinance shall be assessed in the amounts specified by a Resolution of the Authority, or, where no amount is specified in a Resolution:
- (1) A fine not exceeding one hundred dollars (\$100.00) for a first violation;
 - (2) A fine not exceeding five hundred dollars (\$500.00) for a second violation of the same code provision within one (1) year from the date of the first violation;

- (3) A fine not exceeding one thousand dollars (\$1,000.00) for a third or more violation(s) of the same code provision within one (1) year from the date of the first violation.

D. Payment of the Fine

- (1) The fine shall be paid to the Authority within thirty (30) days from the date of the administrative citation. A late payment charge of twenty-five dollars (\$25.00) shall be imposed upon failure to pay the amount due by the payment deadline. In addition, interest at the legal rate of ten percent (10%) shall be imposed on a monthly basis for any administrative citation amount remaining unpaid to the Authority.
- (2) Any administrative citation fine paid pursuant to this Ordinance shall be refunded, if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.
- (3) Payment of a fine under this Ordinance shall not excuse or discharge any continuation or repeated occurrence of the violation of Authority Codes that is subject of the administrative citation.

Section 5. Civil Actions

- A. (a) Injunctive relief and abatement. At the request of any person authorized to enforce the Authority Codes, the Authority's Counsel or the County of San Bernardino District Attorney may commence proceedings for the abatement, removal, correction and enjoinder of any act or omission that constitutes or will constitute a violation of the Authority Codes, or any permit issued pursuant to the Authority Codes or related laws, or any condition(s) of approval for such permit granted pursuant thereto, and an order requiring the violator(s) to pay civil penalties and/or abatement costs. Where multiple violators are involved, they shall be jointly and severally liable for the civil penalties and/or abatement costs.

(b) Civil Remedies and Penalties. Any person, whether acting as principal, agent, employee, owner, lessor, lessee, tenant, occupant, operator, contractor, or otherwise, who violates any provision of the Authority Codes, or any permit issued pursuant to the Authority Codes or related laws, or any condition(s) of approval for such permit granted pursuant thereto, shall be liable for a civil penalty not to exceed one thousand dollars (\$1,000.00) per violation for each day or any portion thereof, that the violation continues to exist. In determining the amount of civil penalty to be imposed, both as to the daily rate and the subsequent total amount for any given violation, the court shall consider all relevant circumstances, including, but not limited to, the extent of the harm caused by the conduct constituting the violation; the nature and persistence of such conduct; the length of time over which the

conduct occurred or was repeated; the assets, liabilities, and net worth of the violator; whether the violator is a corporate entity or an individual; and any corrective action taken by the violator.

(c) Attorney's fees. In any civil action, administrative proceeding (excluding administrative citations issued pursuant to Section 4 of this Ordinance), or special proceeding to abate a public nuisance, whether by seeking injunctive relief and/or an abatement order, or other order, attorney's fees may be recovered by the prevailing party and shall not exceed the amount of reasonable attorney's fees incurred by the Authority in that action or proceeding.

Section 6. Administrative Citations and Penalties – Dangerous Fireworks, and Unlawful Use of Safe & Sane Fireworks

A. This section governs, and applies only to, the imposition and enforcement of administrative penalties related to the storage, possession, handling, sale, use, transportation, or public display of those fireworks classified as "Dangerous Fireworks," and the unlawful use of Safe and Sane Fireworks.

B. For the purposes of this section, the term "Dangerous Fireworks" shall be defined pursuant to California Health and Safety Code section 12500, et seq. and shall also include "Safe and Sane" fireworks as defined in California Health and Safety Code section 12529, which have been modified to act in the same manner as Dangerous Fireworks.

C. The penalties enumerated in this section shall not apply to a local, state, or federal law enforcement agency or Authority personnel acting within the scope of their official duties or to a pyrotechnic licensee when operating pursuant to that license.

D. The imposition of administrative penalties related to "Dangerous Fireworks" under this section shall be limited to persons who store, possess, handle, sell, use, transport, or publicly display 25 pounds or less (gross weight including packaging) of such Dangerous Fireworks. Any persons who store, possess, handle, sell, use, transport, or publicly display over 25 pounds (gross weight including packaging) of such Dangerous Fireworks may be subject to criminal action.

E. Administrative penalties collected pursuant to this section related to "Dangerous Fireworks" shall not be subject to California Health and Safety Code section 12706, which section provides that certain fines collected by a court of the state be deposited with, and disbursed by, the County Treasurer. However, the Authority shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of "Dangerous Fireworks" seized by the Authority, which costs will be part of any administrative penalty imposed. Unless and until said regulations have been adopted by the state of California, the Authority shall hold in trust two hundred fifty dollars (\$250) of any penalty collected to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the "Dangerous Fireworks."

F. Notwithstanding the penalties defined in this section, administrative citations issued pursuant to this section shall comply with all the requirements of this Ordinance.

G. Each person who violates any provision of this Ordinance relating to the storage, possession, handling, sale, use, transportation, or public display of Dangerous Fireworks shall be subject to the imposition and payment of an increased administrative penalty as provided, below:

Administrative Penalties for Dangerous Fireworks			
Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$1,250.00	\$125.00	\$1,375.00
Second	\$2,250.00	\$225.00	\$2,475.00
Three or More	\$3,250.00	\$325.00	\$3,575.00

H. Each person who violates any provision of this Ordinance relating to the unlawful storage, possession, handling, sale, use, transportation, or public display of unmodified Safe and Sane fireworks shall be subject to the imposition and payment of an increased administrative penalty as provided in the table below:

Administrative Penalties for Safe and Sane Fireworks			
Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$150.00	\$15.00	\$165.00
Second	\$250.00	\$25.00	\$275.00
Three or More	\$350.00	\$35.00	\$385.00

I. The issuance of an administrative citation pursuant to this section shall not preclude the Enforcement Officer or any other person authorized to issue an administrative citation pursuant to this section from seizing any Dangerous Fireworks or unlawfully used Safe and Sane fireworks pursuant to this Ordinance and California Health and Safety Code section 12721.

J. Interest in the amount set forth in Section 4 shall be imposed on a monthly basis for any administrative citation amount remaining unpaid to the Authority under this section.

Section 7. Appeal Hearing Upon Request

A. Any recipient of an administrative citation may contest that there was a violation of the Authority Codes, or that he or she is the responsible party, by completing a

request for hearing form and returning it to the Authority within fifteen (15) calendar days from the date of the administrative citation, together with an advance deposit of the fine or notice that a request for an advance deposit hardship waiver has been filed.

- B. A request for a hearing form may be obtained from the place specified on the administrative citation.
- C. Any appeal not timely filed shall be rejected. Failure of any person to file an appeal in accordance with the provisions of this Section 7 shall constitute a waiver of that person's rights to administrative determination of the merits of the citation and the amount of the fine.
- D. A request for a hearing before the Appeals Board shall be deemed filed upon the Secretary of the Board's receipt of payment of an appeal fee, which may be determined and set by the Authority to cover the cost of preparing the record for the appeal and for any other costs or expenses of conducting the hearing. Unless otherwise specified by resolution, the appeal fee is \$250. After all appeals have been exhausted, the Authority will refund any portion of the appeal fee(s) which are not used. A summary of the costs will be compiled and sent to the appellant and paid within thirty (30) days of exhaustion of all appeals.

Section 8. Advance Deposit Hardship Waiver

- A. Any person who intends to request a hearing to contest that there was a violation of the Authority Codes, or that he or she is the Responsible Person, and who is financially unable to make the advance deposit of the fine as required in this Ordinance may file a request for an advance deposit hardship waiver at the time of filing the hearing request.
- B. The requirement of depositing the full amount of the fine as described in Sections 7(A) and 7(D) shall be stayed until the Director of Finance makes a determination on the advance deposit hardship waiver request.
- C. The Director of Finance may waive the requirement of an advance deposit only if the requesting party submits to the Director of Finance a sworn declaration, together with any supporting documents or materials, demonstrating to the satisfaction of the Director of Finance the person's actual financial inability to deposit with the Authority the full amount of the fine in advance of the hearing.
- D. The Director of Finance shall issue and mail a written decision to the person who applied for the advance deposit hardship waiver. The written decision shall list the reasons for his or her decision. The written decision of the Director of Finance shall be final.

- E. If the Director of Finance determines not to grant the advance deposit hardship waiver, the person shall remit the deposit to the Authority within ten (10) calendar days of the date of the written decision.

Section 9. Dismissal of Citation

At any time before the hearing, if the Enforcement Officer determines that there was no violation as charged in the administrative citation or that the citation should be dismissed in the interest of justice, the Enforcement Officer may dismiss the administrative citation, cancel the requested hearing, and refund any advance deposit paid pursuant to this Ordinance.

Section 10. Appeals Board

The Appeals Board established in Section 109.1 of the Authority's Fire Code (as may be amended or replaced from time to time) shall serve as the appropriate body for the administrative citation hearing. In order to hear and decide appeals of orders, decisions, or determinations made by the Enforcement Officer relative to the application and interpretation of the Authority Codes or this Ordinance, a committee of the Big Bear Fire Authority Board of Directors shall serve as an Appeals Board. As provided in Section 109.1 of the Authority's Fire Code, the Authority may alternatively contract with or otherwise designate an outside hearing officer to serve as the Appeals Board. Certain appeals involving enforcement by the County may also be heard by the County Fire Protection District Fire Chief/Fire Warden, the Fire Chief's/Fire Warden's designee, or other hearing officer so designated by the County and/or the County Fire Protection District in accordance with their appeal procedures.

Section 11. Hearing Procedure

- A. No hearing to contest an administrative citation or other administrative decision governed by this Ordinance before the Appeals Board shall be held unless and until a timely written request for a hearing has been submitted in accordance with Section 7, and the fine has either been deposited in advance or waived in accordance with Section 8.
- B. A hearing before the Appeals Board shall be set for a date that is not less than ten (10) days and not more than thirty (30) days from the date that the request for hearing is filed in accordance with the provisions of this Ordinance. The person requesting the hearing and the Enforcement Officer involved shall be notified of the time and place for the hearing at least ten (10) days prior to the date of the hearing.
- C. The Appeals Board shall only consider evidence that is relevant to whether the violation(s) occurred or administrative citation should be upheld, or whether the

responsible person has caused or maintained the violation of the Authority Codes on the date(s) specified in the administrative citation.

- D. The Responsible Person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation.
- E. The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.
- F. The administrative citation and any additional documents submitted by the Enforcement Officer shall constitute prima facie evidence of the respective facts contained in those documents.
- G. If the Enforcement Officer submits any additional documents concerning the administrative citation to the Appeals Board for consideration at the hearing, then a copy of the additional documents shall also be mailed to the person requesting the hearing prior to the date of the hearing.
- H. No other discovery is permitted. Formal rules of evidence shall not apply.
- I. The Appeals Board may continue the hearing and request additional information from the Enforcement Officer or the recipient of the administrative citation prior to issuing a written decision.

Section 12. Appeals Board's Decision

- A. After considering all of the testimony and evidence submitted at the hearing, the Appeals Board shall issue a written decision within fifteen (15) days after conclusion of the hearing to uphold or dismiss the administrative citation and shall list in the decision the reasons for that decision.
- B. If the Appeals Board determines that the administrative citation should be upheld, then the fine amount on deposit with the Authority shall be retained by the Authority.
- C. If the Appeals Board determines that the administrative citation should be upheld and the fine has not been deposited pursuant to an advance deposit hardship waiver, the Appeals Board shall set forth in the decision a payment schedule for the fine.
- D. If the Appeals Board determines that the administrative citation should be dismissed and the fine was deposited with the Authority, the Authority shall refund the amount of the deposited fine in accordance with standard operating procedures established by the Authority.

- E. The recipient of the administrative citation shall be mailed a copy of the Appeals Board's written decision. The decision of the Appeals Board shall be final.

Section 13. Failure to Pay Fines

- A. The Authority may collect any past due administrative citation fines, administrative fees, or late payment charges by use of all available legal means, including, but not limited to, personal collection from the responsible parties and special assessment against the parcel of real property containing the violations cited. The Authority also may recover all costs, expenses, and fees, including attorneys' fees, associated with the assessment, enforcement, processing, and collection of the fines associated with the administrative citation in accordance with the provisions of this Ordinance.
- B. The failure of any person to pay a fine assessed by the administrative citation within the time specified on the administrative citation constitutes a debt to the Authority. To enforce the debt, the Authority may file a civil action, impose a special assessment as set forth below, or pursue any other legal remedy to collect such debt, including reasonable costs of collection and attorney's fees.
- C. The Authority may impose a special assessment or lien against the property that is the subject of an administrative citation if the citation has been issued to the property owner. If the administrative citation concerns property not owned by the Responsible Person, the Authority may impose a special assessment or lien against the property owned by the Responsible Person.
- D. For a special assessment, a copy of the assessment shall be turned over to the San Bernardino County tax collector. At that point, it will be the duty of the tax collector to add the amounts of the respective assessments to the next regular property tax bills levied against the lots and parcels of land for municipal purposes. Those amounts shall be collected at the same time and in the same manner as ordinary property taxes are collected, and shall be subject to the same penalties and procedures under foreclosure and sale as provided for with ordinary municipal taxes.
- E. In the alternative or in addition, the Fire Chief may record a notice of lien in the San Bernardino County Recorder's Office for the amount of the lien assessed. After recordation, the lien may be foreclosed by judicial or other sale in the manner and means provided by law.

Section 14. Right to Judicial Review

Any person aggrieved by an administrative decision of the Appeals Board on an administrative citation under this Ordinance may obtain review of the administrative decision by filing a petition for review with the San Bernardino County Superior Court in

accordance with the timelines and provisions set forth in California Government Code Section 53069.4.

Section 15. Notices

- A. The administrative citation and all notices to be given by this Ordinance shall be provided to the Responsible Person in accordance with the provisions of this section. Unless different provisions herein are otherwise specifically made, such administrative citation or notice may be given by either personal delivery thereof to the person to be notified or by deposit in the United States mail, in a sealed envelope, postage prepaid, addressed to such person to be notified, at his or her last known business or residence address as the same appears in the public records of the city or county where the property is located or other records pertaining to the matter to which such notice is directed. Notice by mail shall be deemed to have been completed at the time of deposit with the U.S. Postal Service.
- B. Failure to receive any notice specified in this part does not affect the validity of proceedings conducted hereunder.

Section 16. Civil or Criminal Actions Not Affected

Any administrative citation issued pursuant to this Ordinance shall not prejudice or adversely affect any other action, civil or criminal, that may be brought to abate the public nuisance or violation or to seek compensation for damages suffered. A civil or criminal action may be brought concurrently with any other process regarding the same public nuisance or violation.

Section 17. Cost Recovery - Pursuant to California Health and Safety Code sections 11374.5(b)(1), 13009 et seq., 13916(a), 25259.4, 25514, 25515(a), 25540(a), 25541(a), California Government Code sections 53150, 53151, 53152, 53159(a) & (b), California Vehicle Code section 23112.7, and all other provisions of law, all costs incurred by the Authority for the inspection and enforcement of any provision of the Authority Codes, the investigation of any fire, explosion or other hazardous condition, the suppression of fire, the response to a traffic collision or accident, the containment and/or mitigation of a hazardous materials release, and any rescue or rendering of medical or physical aid or assistance, may be charged to any responsible party, any person who violates the Authority Codes or any person who, due to a negligent or unlawful act or omission, is responsible for or requires or causes the emergency response of this Authority pursuant to a schedule of fees adopted by the Authority. Any expense incurred by this Authority for such an emergency response shall constitute a debt of such person and shall be collectible by the Authority in the same manner as in the case of an obligation under contract, express or implied.

Section 18. Severability - If any section, subsection, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of this Ordinance shall not be affected thereby. The Board hereby declares that it would have passed this Ordinance and each section,

subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

Section 19. Date Of Effect - This Ordinance shall take effect and be in force thirty (30) days after its final passage at a public meeting as required by law. First read at a regular meeting of the Board of Directors of the Authority, held on the ____ day of _____, 2021, and finally adopted in the manner required by law at the meeting on the ____ day of _____, 2021, by the following vote:

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Date

Chairman
Big Bear Fire Authority

ATTEST:

Chardelle Smith
Board Secretary
Big Bear Fire Authority

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Chardelle Smith, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing ordinance, being Ordinance No. BBFA2021-002 was duly passed and adopted by the said Board, approved and signed by the Chair of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the ____ day of _____ 2021, and that the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Witness my hand and the official seal of said Authority this ____ day of _____, 2021.

Chardelle Smith
Board Secretary
Big Bear Fire Authority



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA6

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

SUBJECT: **LEASE PURCHASE AGREEMENT AND RESOLUTION FOR TYPE 1 STRUCTURE ENGINE AND AUTHORIZE CHIEF AND LEGAL TO ACQUIRE PURCHASE AGREEMENT AND CONTRACT FOR BATTALION CHIEF VEHICLE AND PARAMEDIC AMBULANCE**

BACKGROUND

As part of the Fiscal Year 2020/2021 budget, the Board authorized an updated fleet replacement schedule that correctly aligns with current anticipated fleet replacement needs. The Board authorized the replacement and addition of specific apparatus over a three year-period. This three-year fleet replacement plan included partial use of fund balance as well as debt financing. With the Board's authorization to proceed, the Apparatus Specification Committee was engaged to work with engine manufacturers to determine the best model and associated cost.

At the April 6, 2021 board meeting, the Board approved a reorganization of the three-year fleet replacement plan in order to mitigate manufacturing delays resulting in raw material and supply shortages. This reorganization allowed for the early purchase and acquisition of a mechanic truck, ambulance, two staff vehicles, and a brush engine. All of these vehicles, with the exception of the brush engine, have been acquired and are in service.

At the December 7, 2021 board meeting, staff reiterated to the Board that there is strong evidence of a significant shortage in materials and supplies needed to manufacture apparatus and other vehicles. As a result, there will be significant price increases occurring in February 2022. Additionally, it is anticipated that future delivery of apparatus will require an additional six months at a minimum, meaning we should expect between an 18-month to a 24-month turnaround. This delay in manufacturing causes concern regarding future delivery dates necessary to replace some of the department's aging fleet.

As a result, at the November 23, 2021 Administrative Committee meeting, staff recommended that the Board consider further accelerating the 3-year fleet replacement plan. In addition to the reasons stated previously, interest rates remain low and therefore the timing is right for debt financing. This discussion was brought to the full board on December 7th, at which time it was

recommended that an additional Administrative Committee discussion on the topic be held for further evaluation and recommendation.

DISCUSSION

On December 28, 2021, the Administrative Committee met to further discuss the accelerated purchase of the second Pierce Type 1 fire engine, Battalion Chief vehicle and Paramedic Ambulance. The discussion led to Administrative Committee support of accelerating the three-year fleet replacement plan. The Administrative Committee requested that staff prepare all necessary financing and purchase documents for the full board to consider at the February 2, 2022 board meeting.

Purchasing the vehicles listed below will complete the three-year fleet replacement plan. Current market conditions indicate that the apparatus will be placed in service 6-8 months behind our intended in-service dates, making it imperative to accelerate the fleet replacement plan. If approved, the vehicles listed below will be under purchase contract following Board approval to avoid known manufacturer cost increases before months end.

1. Pierce Midship Arrow XT Type 1 Structure Engine

This fire engine will be a sister engine to the Pierce fire engine approved in 2021 that is currently in the manufacturing process. This provides for the standardization of compartments and equipment. The total purchase price of the second Pierce Engine including sales tax is \$780,870.35. The total budget allocated for this purchase is \$875,000, leaving sufficient funds available to purchase tools and equipment that will be necessary once the engine is received.

2. Battalion Chief Vehicle

This vehicle will be on a Dodge 3500 4x4 chassis equipped with a diesel engine, creating standardization across the agency fleet of apparatus in regards to maintenance and repair. The budget approved for the Battalion Chief Vehicle and outfitting for emergency response is \$135,000.

3. Paramedic Ambulance

This vehicle will be on a Dodge 3500 chassis, creating standardization across the agency fleet of apparatus in regards to maintenance and repair. The patient treatment area, shelving, and equipment storage areas are standardized to match existing ambulances. The purchase of this ambulance from Braun Northwest completes the multi-year ambulance purchase and replacement plan toward standardization. Future replacement of ambulances will be completed through refurbishment of the patient compartment being installed on a new chassis. The total approved budget for this new paramedic ambulance including radios and digital technology is \$205,000.

Upon the advice of our Municipal Advisor, financing was once again pursued with Bank of America. If approved, the loan will be in the amount of \$1,235,000 for a term of 10 years, with an interest rate of 1.943%.

FISCAL IMPACT

An annual payment of \$137,078.55 for the next 10 fiscal years will be required.

RECOMMENDATION

Administrative Committee Recommendation

The Administrative Committee recommends the Board approve the purchase of a Pierce Fire Engine, Battalion Chief Vehicle and Paramedic Ambulance.

Staff Recommendation

It is recommended that the Board of Directors:

1. Adopt Resolution No. BBFA 2022-002
2. Authorize the Fire Chief and Authority Counsel to develop all necessary purchase contracts and agreements necessary for the acquisition of the Paramedic Ambulance and Battalion Chief Vehicle
3. Approve the following attachments:

Attachments:

A: Resolution No. BBFA2022-002

B: Master Equipment Lease/Purchase Agreement- South Coast Fire Equipment

C: Equipment Schedule

D: Escrow and Account Control Agreement

E Collateral Assignment of Purchase Agreement

F: Closing Index

RESOLUTION NO. BBFA 2022-002**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A SCHEDULE TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION**

WHEREAS, the Big Bear Fire Authority (the “Lessee”) is a joint powers authority under the provisions of the Joint Exercise of Powers Act, comprising Articles 1 through 4 of Chapter 5, Division 7, Title 1 of the California Government Code (the “Act”), and was formed pursuant to that certain Joint Exercise of Powers Agreement (the “JPA Agreement”), dated June 21, 2012, by and between the Big Bear City Community Services District, and the Big Bear Lake Fire Protection District; and

WHEREAS, the Lessee is authorized by the laws of the State of California and the JPA Agreement to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Board of Directors of the Lessee (the “Board”) has determined that a need exists for the acquisition and financing of certain property consisting of public safety vehicles (collectively, the “Equipment”) on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Schedule of Property (the “Schedule”) with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the “Lessor”), substantially in the proposed form presented to the Board at this meeting, which Schedule incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of December 22, 2021, by and between Lessor and Lessee (the “Agreement”); and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Schedule and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided; and

WHEREAS, Section 5852.1 of the Government Code of the State of California (“Section 5852.1”) provides that the Lessee obtain from an underwriter, municipal advisor or private lender and disclose, in a meeting open to the public, prior to authorization of the Schedule, good faith

estimates of: (a) the true interest cost of the rental payments made pursuant to the Schedule Agreement (the "Rental Payments"), (b) the finance charge of the Schedule, meaning the sum of all fees and charges paid to third parties, (c) the amount of proceeds of the Schedule received less the finance charge described above and any reserves or capitalized interest paid or funded with proceeds of the Schedule, and (d) the sum total of all Rental Payments calculated to the final Rental Payment Date (as defined in the Agreement) plus the fees and charges paid to third parties not paid with the proceeds of the Agreement ("Good Faith Estimates"), which are included hereto as Exhibit "A";

NOW THEREFORE, the Board of Directors of the Big Bear Fire Authority does hereby resolve as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Schedule and the form of Rental Payment Schedule, in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Schedule and Rental Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by Board Chairperson or Fire Chief of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Schedule under which a separate Lease (as defined in the Agreement) is created, the Rental Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto. The principal component of Rental Payments under the Lease shall not exceed \$1,245,000, the maximum term under the Lease shall not exceed 10 years, and the maximum interest rate used to determine the interest component of Rental Payments under the Lease shall not exceed 2%.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, the Escrow Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Lease, the Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, the Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The Fire Chief and the Chairperson of the Board of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and related Escrow Agreement (as applicable) until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of February, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

Date

John Green
Board Chair, Board of Directors
Big Bear Fire Authority

ATTEST:

Chardelle Smith
Secretary, Big Bear Fire Authority

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Chardelle Smith, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2022-002 was duly passed and adopted by the said Board, approved and signed by the Chair of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the 1st day of February, 2022, and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Witness my hand and the official seal of said Authority this 1st day of February, 2022.

Chardelle Smith
Secretary,
Big Bear Fire Authority

EXHIBIT A

GOOD FAITH ESTIMATES

Below are good faith estimates of the Lessor, as required under Section 5852.1 of the California Government Code (the "Code") for the Lease to finance the public safety equipment.

A. True Interest Cost (TIC) of the Bonds	1.943% ¹
B. Sum of all fees and charges paid to 3rd parties	\$0
No fees paid from proceeds	0 ²
C. Bond Proceeds Net of Reserves, Capitalized Interest and 3rd Party Fees and Charges	\$1,235,000
Net proceeds	1,235,000 ¹
Less Reserve Fund	0 ¹
Less Sum of all fees and charges paid to 3rd parties	0 ¹
Less Capitalized Interest	0 ¹
D. Total Payment Amount	\$1,381,786
Total Principal and Interest to Maturity**	1,381,786 ¹

*Summary reflects good faith estimates as of 1/25/22 based on Banc of America Public Capital Corp's email dated 1/25/22

** Less Capitalized Interest, if any, plus any costs not paid from the proceeds

Sources:

¹ Based on Banc of America Public Capital Corp amortization terms on 1/25/22

² No Costs of Issuance paid from the proceeds of the financing

The foregoing are estimates and the final costs can vary from the estimated amounts set forth above.

**FIRE ENGINE PURCHASE AGREEMENT
BY AND BETWEEN
THE BIG BEAR FIRE AUTHORITY
AND SOUTH COAST FIRE EQUIPMENT**

This Purchase Agreement ("Agreement") dated as of _____, 2022, ("Effective Date") is made by and between the Big Bear Fire Authority ("Authority"), a California Joint Powers Authority, and South Coast Fire Equipment ("Seller").

AGREEMENT

1. **Purchase and Sale.**

1.1 **Sale and Price.** Seller agrees to sell to the Authority and the Authority agrees to purchase one (1) **Pierce Arrow XT 1500 gallon per minute Triple Combination 4X4 Pumper** ("Pumper") per the **Scope of Work** attached hereto and incorporated herein as Exhibit "A" entitled **Arrow XT 4X4 Midship Pumper Draft A** and per the **Specifications** referred to as Exhibit "B." The total purchase price for the Pumper is Seven hundred eighty thousand eight hundred seventy dollars and thirty-five cents \$780,870.35 ("Purchase Price").

1.2 **Payment and Transfer of Ownership.** The Purchase Price shall be paid by the Authority within thirty (30) days of the delivery and acceptance of the Pumper following the time period established for the Authority's Inspection as set forth below ("Time of Purchase"). At the Time of Purchase, title to the Pumper shall pass to the Authority as evidenced by the Seller's delivery to Authority of an executed copy of the Certificate of Ownership attached hereto as Exhibit "B."

1.3 **Delivery.** Seller shall deliver the Pumper in new condition, all transportation charges prepaid, subject to the approval of the Authority pursuant to the Authority's Inspection described herein, at a location designated by the Authority, in Big Bear Lake, California, within 510-540 days of the Execution Date or at such other time as the parties mutually agreed upon. All costs for delivery, drayage, freight, insurance and for the packaging of the Pumper are to be borne by Seller. Should there be, at any time, a decrease in price of the Pumper; a corresponding decrease will be made in the prices quoted. Seller shall notify the Authority by letter in the event of any such decline in prices. All material furnished will be subject to inspection and approval of the Authority upon delivery.

2. **Liquidated Damages.**

2.1 All time limits stated in this Agreement shall be in calendar days. Should delivery not be completed on or before the time stipulated herein, it is mutually agreed and understood by and between the Authority and Seller that:

2.1.1 A delay could seriously affect the public and the operation of the Authority's Fire Department.

2.1.2 It is, impractical and extremely difficult to determine the actual damage, which the Authority will sustain by reason of such delay.

- 2.1.3 There will be a reduction in the Purchase Price in the amount of one hundred dollars (\$100) per calendar day for exceeding the delivery time set forth in this Agreement. This is the nearest measure of damages for such delay that can be fixed at this time.
- 2.2 The Authority and Seller hereby establish said reduction in the Purchase Price of one hundred dollars (\$100) per calendar day for each and every day of delay for the Pumper as liquidated damages and as a penalty or forfeiture for breach of Agreement to complete delivery by Seller on or before the time specified in this Agreement. Liquidated damages shall run for a period not to exceed ninety (90) days. At such date, the Authority reserves the right to cancel the order and pursue any and all remedies available by law or equity.
- 2.3 Should Seller be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Authority, or by strikes, fire, or act of God, then the time for delivery shall be extended for period as may be agreed upon by the Authority and Seller.
3. Conditions of Sale. The Authority's obligation to purchase the Pumper and Seller's obligation to sell the Pumper pursuant to this Agreement are conditioned on each of the following:
- 3.1 Authority's Inspection. Authority shall have twenty (20) days from the date of delivery to inspect the Pumper for its suitability and feasibility for Authority's intended use ("Authority's Inspection"). The Authority shall perform the pumping system tests, which shall comply with the latest addition of NFPA 1901. Upon delivery, Authority shall conduct a final visual inspection of the Pumper to ensure the acceptability of the Pumper to the Authority. The Pumper will be given a complete inspection by the Authority prior to any road or pumping tests. Within the twenty (20) days allocated for Authority's Inspection, the Authority may provide Seller with a list of defects, if any, for correction within thirty (30) days or as otherwise agreed upon by the parties. The Pumper will be re-inspected each time it is returned until all defects are corrected. Authority's investigation shall include, but not be limited to (a) investigations or analyses of applicable laws, statutes, rules, regulations, ordinances, limitations, restrictions, or requirements concerning the use, location, or suitability of the Pumper or condition thereof; (b) the extent or condition of title to the Pumper; and (c) all other matters concerning the condition, use, or sale of the Pumper. The Authority may reject and return at the risk and expense of Seller the Pumper, which may be defective or fail to comply with the Specifications. If rejected, the Pumper will be held for disposition at the expense of Seller.
- 3.2 Title. Authority's obligation to purchase the Pumper and Seller's obligation to sell the Pumper pursuant to this Agreement are conditioned on the conveyance to Authority of good and marketable title to the Pumper not subject to any liens or encumbrances. At the Time of Purchase, title to the Pumper shall pass to the Authority as evidenced by the Seller's delivery to Authority of an executed copy of the Certificate of Ownership attached hereto as Exhibit "C."

- 3.3 Representations and Warranties. Seller and Authority shall each have duly performed each and every material undertaking, and agreement required to be performed by them hereunder prior to the Time of Purchase and their representations and warranties to each other set forth in this Agreement shall be true and correct in all material respects at and as of the Time of Purchase.
- 3.4 Items to be Delivered at Time of Purchase. Seller shall execute and/or deliver, at Time of Purchase, the following:
- 3.4.1 Documents: Any and all documents related to or necessary for the Authority's purchase and use of the Pumper including but not limited any applicable warranty information, operations and maintenance manuals, owner's manuals, or assembly instructions in the Seller's possession. A sales slip and weight slip showing the front axle, rear axle, and total vehicle weight shall also accompany the Pumper when delivered.
- 3.4.2 Certification of Representations and Warranties. Seller shall certify in writing the truth and accuracy of its representations and warranties in all material respects as of the Time of Purchase. Each certification may be satisfied by execution and delivering the Certificate of Ownership attached hereto as Exhibit "C."
- 3.4.3 Certificate of Ownership. Seller shall deliver to Authority the Certificate of Ownership as attached hereto as Exhibit "C."
- 3.5 Failure or Change of Conditions. Should any of Seller's or Authority's Conditions of Sale specified in this Agreement fail to occur or materially change prior to the date established herein for the Time of Purchase, Authority shall have the power, exercisable by giving written notice to the Seller, to waive the condition or terminate this Agreement as described herein.
- 3.6 Termination. This Agreement may be terminated at any time by the Authority upon written notice by the Authority to the Seller, if the Authority does not approve of the condition of the Pumper during either the Authority's Inspection or prior to the Authority's Final Acceptance. Either party may terminate this Agreement in the event of a material breach of this Agreement and a failure to cure such breach within fifteen (15) days of written notice of such breach.
- 3.7 Effect of Termination. In the event this Agreement is terminated after delivery of Pumper but before Time of Purchase, the cost of returning the delivered Pumper to Seller shall be borne by the party responsible for the event or nonevent leading to the termination.
4. Final Representations and Warranties.
- 4.1 Representations and Warranties of Seller. In addition to any other express agreements of Seller contained herein, the matters set forth in this Section constitute representations and warranties by Seller which shall be true and correct in all material respects as of the Time of Purchase (regardless of any investigations Authority shall have made with respect thereto prior to Time of Purchase).

- 4.1.1 Enforceability. Seller is a California Joint Powers Authority, validly existing and in good standing under the laws of the State of California; this Agreement and all documents executed by Seller which are to be delivered to Authority at the Time of Purchase are or at the time of Time of Purchase will be duly authorized, executed, and delivered by Seller, are or at the time of Time of Purchase will be legal, valid, and binding obligations of Seller, are and at the time of Time of Purchase will be sufficient to convey title (if they purport to do so), and do not and at the time of Time of Purchase will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Pumper is subject. No other authorizations or approval whether of Governmental Agencies or otherwise, will be necessary in order to enable Authority to enter into or comply with the terms of this Agreement. Seller hereby further represents and warrants that the parties signing this Agreement on behalf of Seller have full power and authority to do so and to fully bind Seller hereunder.
- 4.1.2 Compliance with Laws. Seller's ownership, use, and operation of the Pumper have been and are in compliance with all applicable state, federal and local statutes, ordinance, orders, requirements, laws, or regulations (including, without limitation, building, zoning, and environmental laws) affecting the Pumper.
- 4.1.3 Encumbrances. The Pumper is not subject to any liabilities, liens, or encumbrances and there is no pending or threatened litigation or administrative proceedings affecting the Pumper or this Agreement.
- 4.1.4 Possession. No leases, licenses, or other agreements allowing any third-party rights to use the Pumper are or will be in force.
- 4.1.5 Disclosures. Seller has disclosed to Authority any and all facts known to Seller, its agents or representatives that are material to the use of the Pumper by Authority and the transactions contemplated by this Agreement.
- 4.1.6 Binding Effect of Documents. This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, and will constitute legal, valid and binding obligations of Seller. Neither this Agreement nor anything required to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it is bound.
- 4.1.7 No Other Agreements. Seller has not entered into any contract for the sale of the Pumper or for the lease of substantially all of the Pumper, nor do there exist any rights of first refusal or options to purchase the Pumper or lease substantially all of the Pumper.
- 4.1.8 No Insolvency Proceedings. Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of

its assets; (iv) suffered the attachment or other judicial seizure of substantially all of its assets; or (v) admitted in writing its inability to pay its debts as they come due.

5. Enforceability. This Agreement constitutes a valid and binding agreement of the Authority, enforceable in accordance with its terms.
6. Survival of Representations and Warranties; Hold Harmless. All of the representations and warranties of Authority and Seller made in conjunction with and pursuant to this Agreement shall survive the Time of Purchase. Seller agrees to indemnify, defend, protect and hold Authority harmless from any claim, demand, liability, loss, or cost (including reasonable attorneys' fees) that Authority may sustain arising out of any breach of or inaccuracy in Seller's representations and warranties. Authority agrees to indemnify, defend, protect, and hold Seller harmless from any claim, demand, liability, loss, or cost (including reasonable attorneys' fees) that Seller may sustain arising out of any breach of or inaccuracy in Authority's representations and warranties.
7. Best Efforts. Authority and Seller shall act in good faith and use their best efforts after the date hereof to ensure that their respective obligations hereunder are fully and punctually performed. Authority and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.
8. Notices. All notices and demands of any kind that either party may be required or desires to serve upon the other party shall be in writing and shall be served upon such other party by personal service or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Authority:

Big Bear Fire Authority
41090 Big Bear Boulevard
P.O. Box 2830
Big Bear Lake, CA 92315
Attn: Fire Chief

If to Seller:

Attn: _____

Service shall be deemed complete on the date of actual delivery as shown on the addressee's return receipt. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice to the other party.

9. Assignment. Neither Seller nor Authority may assign its rights under this Agreement without the prior written consent of the other party.

10. Successors and Assigns. Subject to the restrictions and prohibitions on assignment set forth above, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the parties hereto. As used in the foregoing, "successors" shall refer to the parties' interest in the Pumper and to the successors to all or substantially all of their assets and to their successors by merger or consolidation.
11. Agreement Survives Time of Purchase. All obligations referred to or required to be performed at a time or times after the Time of Purchase shall survive the Time of Purchase.
12. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.
13. Time is of the Essence. Time is of the essence in this Agreement.
14. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term or provision illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
15. Entire Agreement. This Agreement constitutes the sole and only Agreement between Authority and Seller concerning the Pumper and their rights and duties in connection with the Pumper. Any prior or other agreements or representations between Authority and Seller regarding those matters are null and void unless expressly set forth in this Agreement.
16. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.
17. Waiver. No waiver by Authority or Seller of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Authority or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Authority or Seller to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.
18. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. If any legal or administrative action is brought to interpret any provision of this Agreement, such action shall be brought in San Bernardino County, California.

19. Attorneys' Fees. If any party to this Agreement commences an action against another party to this Agreement, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees, expert fees, and all other costs of such action.
20. Counterparts. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement binding on all the parties hereto. It shall not be necessary for each party to execute the same counterpart hereof.

BIG BEAR FIRE AUTHORITY

By: _____

Name: Jeff Willis

Title: Fire Chief

Date: _____

SOUTH COAST FIRE EQUIPMENT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBITS:

A – Scope of Work

B – Specifications

C – Certificate of Ownership and Transfer of Title

EXHIBIT "B"

SPECIFICATIONS

1. Conformance. The Pumper shall conform to the recommendations of the latest addition of the National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus unless otherwise stated in the specifications. The Pumper shall comply in every respect with the latest editions of the Vehicle Administrative codes of the State of California, Federal Motor Vehicle Safety Standards, and provisions of the Occupational Safety and Health Act.
2. Road Performance Tests.
 - 2.1 General. The road performance tests shall be conducted with the Pumper loaded to its maximum GVWR simulating a full complement of hose, personnel, tools, 500 gallons of water, and full DEF and fuel tanks. It will be the manufacturer's responsibility to provide a certified weight certificate at time of the test.
 - 2.2 Acceleration and Braking. Acceleration and Braking performance shall be at the requirements listed in NFPA 1901.
 - 2.3 Top Speed. The Pumper shall be capable of obtaining and sustaining a top speed of 65 mph on a level paved surface with the engine not exceeding its governed speed/RPM.
3. Grade Ability. The Pumper shall be capable of ascending a twenty percent (20%) grade at a speed of not less than twenty-five miles per hour (25 mph).
4. Turn Ability. The Pumper shall be capable of executing both left and right turns with a vehicle clearance radius of not more than thirty-six (36) feet.
5. Braking Performance. Service and parking brake stopping and brake holding performance shall meet all Federal and State of California laws and standard. The parking brake shall be capable of holding the fully loaded Pumper on a twenty-five percent (25%) grade.
6. Pump System Performance Tests. The fire pump on the completed fire Pumper shall be thoroughly run-in before being delivered, and the manufacturer's pump test shall comply with the latest addition of NFPA 1901. The pumping system, including the pressure control device, priming device, and tank, shall be certified by a nationally recognized testing laboratory in accordance with the certification tests requirements of the latest addition of NFPA 1901. Certification testing shall be done by Seller.

EXHIBIT "C"

CERTIFICATE OF OWNERSHIP
AND TRANSFER OF TITLE

Seller, SOUTH COST FIRE EQUIPMENT, hereby certifies, pursuant to the terms of the **“Fire Engine Purchase Agreement By and Between the Big Bear Fire Authority and SOUTH COAST FIRE EQUIPMENT”** (“Purchase Agreement”) that Seller possesses good and marketable title to the Pumper, as defined in the Purchase Agreement, and hereby transfers free and clear title to said Pumper to the Big Bear Fire Authority for valuable consideration this _____ day of _____, 2022.

Seller further certifies the truth and accuracy of all representations and warranties set forth in the Purchase Agreement.

SOUTH COAST FIRE EQUIPMENT

By: _____

Name: _____

Title: _____

Date: _____

EQUIPMENT SCHEDULE NO. 2
(GENERAL EQUIPMENT)

Re: Master Equipment Lease/Purchase Agreement, dated as of December 22, 2021, between Banc of America Public Capital Corp, as Lessor, and the Big Bear Fire Authority, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QTY	DESCRIPTION*	VIN/MODEL NO.
1	Type 1 Fire Engine	(to be provided w/ related Disbursement Request)
1	Ambulance	(to be provided w/ related Disbursement Request)
1	Battalion Chief Vehicle	(to be provided w/ related Disbursement Request)

*All Equipment will have a base location at facilities owned and operated by Lessee.

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule as *Exhibit A* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of Exhibit E attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement

(particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$1,235,000.00. It is expected that by eighteen (18) months from the date of this Equipment Schedule No. 2, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before eighteen (18) months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the 18th month following the date hereof.

8. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from the Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the portion of the Equipment identified herein as the Fire Engine and any portion of the Equipment listed herein for which a payment to the Vendor will be made to such Vendor prior to the delivery of such Equipment to Lessee (collectively, "*Prepaid Equipment*"), a payment and performance bond ("*Surety Bond*") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under the related Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Prepaid Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment

and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Equipment Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Equipment Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond for the Prepaid Equipment satisfying the conditions set forth in this Section 8, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Equipment Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section 8 have been delivered to Lessor.

9. *Prepayments to Vendors.* Prior to Lessor authorizing any "Disbursement Request" pursuant to the Escrow Agreement for this Equipment Schedule for any payment to a Vendor for Prepaid Equipment, Lessee shall secure from the Vendor the Vendor's consent to a collateral assignment of the related Vendor Agreement (the "*Collateral Assignment*"), and shall execute and deliver to Lessor the Collateral Assignment, in substantially the form attached as Exhibit B to this Equipment Schedule.

10. *Lease Term.* The Lease Term shall consist of the Original Term and ten consecutive Renewal Terms, with the final Renewal Term ending on February 3, 2032, subject to earlier termination pursuant to the Agreement.

11. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* Big Bear Fire Authority
- (b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Remainder of page intentionally left blank; signature page follows]

Dated: February 2, 2022

LESSOR:

BANC OF AMERICA PUBLIC CAPITAL CORP
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

BIG BEAR FIRE AUTHORITY
41090 Big Bear Blvd
PO Box 2830
Big Bear Lake, CA 92315
Attention: Fire Chief
Fax No.: (909) 866-8288

By: _____
Name: _____
Title: _____

By: _____
Name: Jeff Willis
Title: Fire Chief

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A

**PAYMENT SCHEDULE
(EQUIPMENT SCHEDULE NO. 2)**

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION (1.9430%)	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE	CASUALTY VALUE*
2/2/2022	\$ --	\$ --	\$ --	\$1,235,000.00	N/A	\$1,247,350.00
2/2/2023	137,078.55	23,996.05	113,082.50	1,121,917.50	N/A	1,133,136.68
2/2/2024	137,078.55	21,798.85	115,279.70	1,006,637.80	N/A	1,016,704.18
2/2/2025	137,078.55	19,558.97	117,519.58	889,118.22	N/A	898,009.40
2/2/2026	137,078.55	17,275.57	119,802.98	769,315.24	N/A	777,008.39
2/2/2027	137,078.55	14,947.79	122,130.76	647,184.48	\$647,184.48	647,184.48
2/2/2028	137,078.55	12,574.79	124,503.76	522,680.72	522,680.72	522,680.72
2/2/2029	137,078.55	10,155.69	126,922.86	395,757.86	395,757.86	395,757.86
2/2/2030	137,078.55	7,689.57	129,388.98	266,368.88	266,368.88	266,368.88
2/2/2031	137,078.55	5,175.55	131,903.00	134,465.88	134,465.88	134,465.88
2/2/2032	137,078.55	2,612.67	134,465.88	--	N/A	--
	\$1,370,785.50	\$135,785.50	\$1,235,000.00			

** Includes any applicable casualty premium.*

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is 1.9430% per annum. The Taxable Rate for this Equipment Schedule is 2.4799% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is February 2, 2027.

[Remainder of page intentionally left blank; signature page follows]

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

LESSEE:
BIG BEAR FIRE AUTHORITY

By: _____
Name: _____
Title: _____

By: _____
Name: Jeff Willis
Title: Fire Chief

[Signature page to Payment Schedule (Equipment Schedule No. 2)]

EXHIBIT B

FORM OF COLLATERAL ASSIGNMENT AND VENDOR CONSENT

This Collateral Assignment of Purchase Agreement (this “*Assignment*”) is made as of _____, between the Big Bear Fire Authority, a California Joint Powers Authority (“*Assignor*”), and BANC OF AMERICA PUBLIC CAPITAL CORP, a national banking association (“*Assignee*”).

INTRODUCTION

Assignor has entered into a [Vendor Agreement] (the “*Agreement*”), dated _____, by and between Assignor and [Vendor] (“*Vendor*”), a copy of which is attached hereto as Exhibit A. The Agreement provides for, among other things, the acquisition of _____ and certain attachments, additions, accessories, publications, training and similar professional services related thereto and certain limited warranties as described in the Agreement, to be financed by Assignor under a Master Equipment Lease/Purchase Agreement dated as of December 22, 2021, between Assignor and Assignee and Equipment Schedule No. 2 dated February 2, 2022 thereunder (collectively, the “*Lease*”). Capitalized terms used herein but not otherwise defined herein shall have the meanings as set forth in the Lease.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby collaterally assigns to Assignee all of Assignor’s right, title and interest in and to the Agreement. Assignee hereby accepts such assignment. Assignee hereby appoints Assignor as its agent solely for the purpose of enforcing Vendor’s obligations under the Agreement.
2. Assignor may not rescind or terminate the Agreement and may not amend or modify the Agreement without the prior express written consent of Assignee, unless such amendment or modification does not materially alter the terms of the Agreement.
3. Notwithstanding this assignment, (a) Assignor shall at all times remain liable to Vendor under the Agreement to perform all the duties and obligations of the purchaser thereunder to the same extent as if this Assignment had not been executed, (b) the exercise by Assignee of any of the rights assigned hereunder shall not release Assignor from its duties or obligations to Vendor under the Agreement, and (c) Assignee shall not be obligated to make any payment to Vendor except as provided in the Lease.
4. Assignor represents and warrants, that (a) Assignor has the right to assign the Agreement without the Vendor’s consent or, if not assignable, consent has been obtained and is evidenced by Vendor’s signature and acknowledgment below, (b) the right, title and interest of Assignor in the Agreement so assigned is and shall be free from all claims, liens, security interests and encumbrances, (c) Assignor will warrant and defend the assignment against claims and demands of all persons, (d) the Agreement contains no conditions under which Vendor may reclaim title to any Unit after delivery, acceptance and payment therefor, and (e) each Agreement is in full force and effect and enforceable in accordance with its respective terms, and Assignor is not and has no expectation of being in default thereunder for the term of the Agreement.

5. At any time and from time to time, upon the written request of Assignee, Assignor agrees to promptly and duly execute and deliver any and all such further documents and take such further actions as Assignee may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein granted.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

BANC OF AMERICA PUBLIC CAPITAL CORP
(Assignee)

BIG BEAR FIRE AUTHORITY
(Assignor)

By: _____
Name: _____
Title: _____

By: _____
Name: Jeff Willis
Title: Fire Chief

VENDOR CONSENT AND ACKNOWLEDGEMENT

By signing below, the undersigned consents to, and acknowledges the assignment of the Agreement from Assignor to Assignee. The undersigned further agrees: (i) that all of its rights and remedies under the Agreement, including, without limitation, its rights upon an event of default or event of non-appropriation to take possession of or take title to, or otherwise realize upon equipment financed pursuant to the Lease are expressly subordinated to the rights of Lessor thereunder (Assignee herein) and pursuant to this Assignment; (ii) that it will exercise none of its rights or remedies to repossess equipment under the Agreement; and (iii) to deliver notice of any default by the Lessee under the Agreement to Assignee at: 11333 McCormick Road, Mail Code MD5-032-07-05, Hunt Valley, Maryland 21031; Attn: Contract Administration.

(Vendor)

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
COLLATERAL ASSIGNMENT

VENDOR AGREEMENT

(Attach)

ESCROW AND ACCOUNT CONTROL AGREEMENT

This Escrow and Account Control Agreement (this “*Agreement*”), dated as of February 2, 2022, by and among Banc of America Public Capital Corp, a Kansas corporation, as lessor (in such capacity, together with its successors and assigns, hereinafter referred to as “*Lessor*”), the Big Bear Fire Authority, a California Joint Powers Authority (hereinafter referred to as “*Lessee*”) and Bank of America, National Association, a national banking association organized under the laws of the United States of America, as escrow agent (in such capacity, hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Equipment Schedule No. 2 (the “*Equipment Schedule*”), dated February 2, 2022 to Master Equipment Lease/Purchase Agreement dated as of December 22, 2021, between Lessor and Lessee (hereinafter referred to as the “*Lease*”), covering the acquisition and lease of certain Equipment described therein (collectively, the “*Equipment*”). It is a requirement of the Lease that the Acquisition Amount of \$1,235,000.00 representing the total lease proceeds of the Equipment Schedule) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the “Big Bear Fire Authority Equipment Schedule No. 2 Escrow Account” (the “*Escrow Account*”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent’s Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent’s Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds

and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which comply with the applicable provisions of the laws of the State.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and

expenses (including reasonable attorneys' fees) (collectively, "*Losses*") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "*Effective Date*"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with

the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "*Authorized Representative*") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "*Collateral*"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California (the "*Commercial Code*") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or

any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326

of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor:

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, Maryland 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee:

Big Bear Fire Authority
41090 Big Bear Blvd
Big Bear Lake, California
Attn: Fire Chief
Fax: (909) 866-8288

If to Escrow Agent:

Bank of America, National Association
Global Custody and Agency Services
540 W. Madison Street
Mail Code: IL4-540-21-03
Chicago, Illinois 60661

Attn: GCAS AMRS Escrow Client Services
Telephone: (312) 992-3272
Fax: (312) 453-4443
Email: gcas_amrs_escrow_client_service@bofa.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto consent to jurisdiction in the State of California and venue in any state court or any Federal court located in the State of California.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent

has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

BIG BEAR FIRE AUTHORITY
as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: Jeff Willis
Title: Fire Chief

BANK OF AMERICA, NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Name: _____
Title: _____

**SCHEDULE 1
to the Escrow and Account Control Agreement**

FORM OF DISBURSEMENT REQUEST

Re: Equipment Schedule No. 2 dated February 2, 2022 to Master Equipment Lease/Purchase Agreement dated as of December 22, 2021, by and between Banc of America Public Capital Corp, as Lessor, and the Big Bear Fire Authority, as Lessee (the “*Lease*”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February __, 2022 (the “*Escrow and Account Control Agreement*”), by and among Banc of America Public Capital Corp (“*Lessor*”), the Big Bear Fire Authority (“*Lessee*”) and Bank of America, National Association, as escrow agent (“*Escrow Agent*”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee’s Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required. >	<invoice list OR “see attached” with a spreadsheet>	< invoice amount>	<general description of equipment; ex “police cruiser”>
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<general description of equipment; ex “police cruiser”>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the “Payee Information”) is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee’s verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

[Remainder of page intentionally left blank]

Dated: _____

BIG BEAR FIRE AUTHORITY

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lessor under the Lease

By: _____
Name: _____
Title: _____

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting Board Secretary of the Big Bear Fire Authority ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Schedule No. 2 dated February 2, 2022 (the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of December 22, 2021 (the "*Agreement*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of February 2, 2022, by and among Lessor, Lessee, and Bank of America, National Association, as Escrow Agent, and all documents related thereto and delivered in connection therewith, and any future modifications or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

<u>Name of Official</u>	<u>Title</u>	<u>Signature</u>
Jeff Willis	Fire Chief	_____
Kristin Mandolini*	Director of Business Services	_____

*Only authorized to execute disbursement requests under the escrow agreement.

Dated: February 2, 2022

By: _____
Chardelle Smith, Board Secretary
Big Bear Fire Authority

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

Escrow and Account Control Agreement dated as of February 2, 2022, by and among Banc of America Public Capital Corp, as Lessor, the Big Bear Fire Authority, as Lessee, and Bank of America, National Association, as Escrow Agent

Certificate of Authorized Representatives – Lessor

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

Signature: _____

Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

Signature: _____

Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

Signature: _____

Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: _____

Name:

Title:

Date: _____

COLLATERAL ASSIGNMENT OF PURCHASE AGREEMENT

This Collateral Assignment of Purchase Agreement (this “*Assignment*”) is made as of February 2, 2022, between the Big Bear Fire Authority, a California Joint Powers Authority (“*Assignor*”), and BANC OF AMERICA PUBLIC CAPITAL CORP, a national banking association (“*Assignee*”).

INTRODUCTION

Assignor has entered into a Fire Engine Purchase Agreement (the “*Agreement*”), dated _____, 2022, by and between Assignor and South Coast Fire Equipment (“*Vendor*”), a copy of which is attached hereto as Exhibit A. The Agreement provides for, among other things, the acquisition of one (1) Pierce Arrow XT 1500 gallon per minute Triple Combination 4X4 Pumper and certain attachments, additions, accessories, publications, training and similar professional services related thereto and certain limited warranties as described in the Agreement, to be financed by Assignor under a Master Equipment Lease/Purchase Agreement dated as of December 22, 2021, between Assignor and Assignee and Equipment Schedule No. 2 dated February 2, 2022 thereunder (collectively, the “*Lease*”). Capitalized terms used herein but not otherwise defined herein shall have the meanings as set forth in the Lease.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby collaterally assigns to Assignee all of Assignor’s right, title and interest in and to the Agreement. Assignee hereby accepts such assignment. Assignee hereby appoints Assignor as its agent solely for the purpose of enforcing Vendor’s obligations under the Agreement.
2. Assignor may not rescind or terminate the Agreement and may not amend or modify the Agreement without the prior express written consent of Assignee, unless such amendment or modification does not materially alter the terms of the Agreement.
3. Notwithstanding this assignment, (a) Assignor shall at all times remain liable to Vendor under the Agreement to perform all the duties and obligations of the purchaser thereunder to the same extent as if this Assignment had not been executed, (b) the exercise by Assignee of any of the rights assigned hereunder shall not release Assignor from its duties or obligations to Vendor under the Agreement, and (c) Assignee shall not be obligated to make any payment to Vendor except as provided in the Lease.
4. Assignor represents and warrants, that (a) Assignor has the right to assign the Agreement without the Vendor’s consent or, if not assignable, consent has been obtained and is evidenced by Vendor’s signature and acknowledgment below, (b) the right, title and interest of Assignor in the Agreement so assigned is and shall be free from all claims, liens, security interests and encumbrances, (c) Assignor will warrant and defend the assignment against claims and demands of all persons, (d) the Agreement contains no conditions under which Vendor may reclaim title to any Unit after delivery, acceptance and payment therefor, and (e) each Agreement is in full force and effect and enforceable in accordance with its respective terms, and Assignor is not and has no expectation of being in default thereunder for the term of the Agreement.

5. At any time and from time to time, upon the written request of Assignee, Assignor agrees to promptly and duly execute and deliver any and all such further documents and take such further actions as Assignee may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein granted.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

BANC OF AMERICA PUBLIC CAPITAL CORP
(Assignee)

BIG BEAR FIRE AUTHORITY
(Assignor)

By: _____
Name: _____
Title: _____

By: _____
Name: Jeff Willis
Title: Fire Chief

VENDOR CONSENT AND ACKNOWLEDGEMENT

By signing below, the undersigned consents to, and acknowledges the assignment of the Agreement from Assignor to Assignee. The undersigned further agrees: (i) that all of its rights and remedies under the Agreement, including, without limitation, its rights upon an event of default or event of non-appropriation to take possession of or take title to, or otherwise realize upon equipment financed pursuant to the Lease are expressly subordinated to the rights of Lessor thereunder (Assignee herein) and pursuant to this Assignment; (ii) that it will exercise none of its rights or remedies to repossess equipment under the Agreement; and (iii) to deliver notice of any default by the Lessee under the Agreement to Assignee at: 11333 McCormick Road, Mail Code MD5-032-07-05, Hunt Valley, Maryland 21031; Attn: Contract Administration.

SOUTH COAST FIRE EQUIPMENT
(Vendor)

By: _____
Name: _____
Title: _____

EXHIBIT A

AGREEMENT WITH SOUTH COAST FIRE EQUIPMENT

(See attached)

**EQUIPMENT SCHEDULE NO. 2
TO
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT
EACH BETWEEN
BIG BEAR FIRE AUTHORITY (“LESSEE”)
AND
BANC OF AMERICA PUBLIC CAPITAL CORP (“LESSOR”)**

February 2, 2022

CLOSING INDEX

<u>Tab No.</u>	<u>Document</u>	<u>Party Responsible</u>
1.	Master Equipment Lease/Purchase Agreement dated as of December 22, 2021	F&L
2.	Equipment Schedule No. 2 dated February 2, 2022 <u>Exhibit A: Rental Payment Schedule</u>	F&L
3.	Escrow and Account Control Agreement	F&L
4.	Collateral Assignment of Purchase Agreement (Re: Fire Engine Purchase Agreement) <u>Exhibit A: Fire Engine Purchase Agreement</u>	F&L Lessee
5.	Certificate of Board Secretary and Resolution adopted by Lessee	Lessee/LC
6.	Incumbency & Authorization Certificate	F&L
7.	Opinion of Lessee’s Counsel	LC
8.	IRS Form 8038-G	BBK/Lessee
9.	Certificate as to Arbitrage	BBK
10.	UCC1 Financing Statement	F&L
11.	Performance and Payment Bonds and Dual Obligee Riders (post-closing)	Lessee
12.	Evidence of Insurance (post-closing)	Lessee

Lessee’s Counsel (“LC”)

Lessor’s Counsel: Foley & Lardner LLP (“F&L”)

Special Tax Counsel: Best Best & Kreiger (“BBK”)



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA7

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of the Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **Annual Fire Hazard Abatement Inspections**

BACKGROUND

The Fire Authority and its member agencies have historically used San Bernardino County Land Use Services (SBCLUS) to provide annual fire hazard abatement inspections. This has been the case for decades which includes annual inspections, noticing, citation, and abatement appeal process. The County's process has improved through technology that enabled some modification that's better suited to the Big Bear community. The quality and range of annual fire hazard abatement inspections has varied over the years with some years being better than others.

On November 3, 2021, the Administrative Committee discussed with staff the pros and cons of the annual fire hazard abatement program. Discussion included continuing to contract with SBCLUS or possibly assume the Fire Hazard Abatement Program in-house with the fire department directly performing these duties.

At its December 7, 2021, Board meeting, the Board discussed its interest level regarding the Fire Hazard Abatement Program with the idea that the program is worth reevaluating to determine if the Board desires to continue services with SBCLUS or assume this program in-house. This subject was referred to the Administrative Committee for further discussion and evaluation.

On December 28, 2021, and January 20, 2022, the Administrative Committee discussed with staff in further detail the pros and cons of outsourcing versus in-house services. There was much discussion regarding potential revenue and expense to support the program, as well as a range of other current department required inspections.

DISCUSSION

Staff has identified current inspections the fire department is required to perform to the Administrative Committee; many inspections are required by state unfunded mandates. In general, if the Board desires to recover actual costs, inspection fees could be charged to those businesses and occupancies for the Fire Department services performed.

Cost recovery and billing for services performed is sensitive in nature to the business community. It is imperative the Board consider the true cost of services rendered. The Board has at its disposal the ability to take steps to recover costs when applicable. Below is a bullet point list of program areas that are deemed eligible for cost recovery, and there are additional areas where cost recovery may be considered:

- State Mandated Defensible Space Inspections
- State Mandated Occupancy Inspections and Reporting
- State Mandated Annual Fire Hazard Abatement Inspections

While it is important to look at each program and associated cost on its own merits, there are clearly overlaps and some redundancy within each program. The Board could choose to consolidate inspection programs to achieve efficiencies and improve overall quality. Through an effort such as this, there may be additional benefits of establishing a robust comprehensive Community Risk Reduction Program that should be managed by a Fire Prevention Bureau of the department.

The Administrative Committee desired to return this discussion to the full Board for additional discussion to determine its interest level of possibly moving forward “in concept” with a fee-based fire prevention program that covers the actual costs to the fire department for services performed.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Return this discussion to the Administrative Committee and staff to develop a range of fire prevention and community risk reduction scenarios for further Board consideration.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA8

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

SUBJECT: **RESOLUTION TO TEMPORARILY LEND UNNEEDED ASSETS AND EQUIPMENT TO OTHER FIRE DEPARTMENTS AND PUBLIC AGENCIES**

BACKGROUND

The COVID-19 pandemic has affected many agencies, cities, communities, and jurisdictions throughout San Bernardino County. The San Bernardino County Fire Chief's Association of Fire Chiefs has been working collaboratively together since the start of the pandemic to ensure resources and personnel are available to serve the jurisdictions they represent.

Due to the number of patients requiring transport due to COVID-19, there is currently a shortage of ambulances throughout the County. In response, most fire agencies within San Bernardino County who typically do not own or operate ambulances have an immediate need to acquire ambulances to temporarily serve their communities as private sector ambulance shortages occur.

DISCUSSION

Big Bear Fire Department has received an official request to lend one of its reserve ambulances to the City of Redlands on a temporary basis (Attachment A). Attachment B is a Memorandum of Understanding (MOU) between Big Bear Fire Department and the City of Redlands regarding the use and sharing of equipment. The MOU has been reviewed and approved by legal counsels of both jurisdictions to ensure the protection of Authority assets while being shared with another jurisdiction.

Resolution No. BBFA 2022-001 (Attachment C) has been developed by Authority Legal Counsel that authorizes the Fire Chief to lend agency assets on a temporary as-needed basis with certain required determinations and findings.

STAFF RECOMMENDATION

Approve Resolution No. BBFA 2022-001, authorizing the Fire Chief to enter into a MOU with the City of Redlands for temporary use of a reserve ambulance. The resolution also allows the Fire Chief to use discretion in lending agency assets on a temporary basis in the future, when requested.

Attachment A: Signed Request Letter

Attachment B: MOU between Big Bear Fire Department and City of Redlands

Attachment C: Resolution No. BBFA 2022-001



FIRE DEPARTMENT

City of
REDLANDS



RICH SESSLER
INTERIM FIRE CHIEF

Incorporated 1888

City of Redlands

35 Cajon Street, Suite 12, Redlands, CA 92373

909-798-7600

rsessler@redlandsfire.org

January 13, 2022

Big Bear Fire Department Headquarters
Fire Chief Jeff Willis
41090 Big Bear Blvd.
Big Bear Lake, CA 92315

RE: Use of Ambulance as an Alternate Transport Vehicle

Dear Chief Willis,

The Redlands Fire Department is committed to providing reliable and professional Emergency Medical Services (EMS) to the citizens of our city. Due to ambulance delays and staffing challenges with AMR, the Redlands Fire Department is seeking the ability and resources necessary to place an Alternate Transport Vehicle (ATV) in service.

I am requesting the ability to use your ambulance as an ATV, in the City of Redlands. Our use of the ambulance will fall under ICEMA's emergency directive #2021.09.30, allowing Fire Departments to have ATVs placed in service. Adhering to ICEMA's directive, the ATV will be used when an ALS ambulance, an assistance by hire ALS ambulance or a BLS ambulance, is unavailable or has a significant delay of more than 9 minutes 59 seconds. The terms of use of your department's ambulance will be formalized via a Memorandum of Understanding between our agencies setting the terms and any other conditions needing clarification to make this arrangement successful.

On behalf of the Redlands Fire Department, we truly appreciate your willingness to assist and provide us the opportunity to provide our community additional options to ensure we meet our mission as an agency. Please feel free to contact me directly for any further questions or needs.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rich Sessler".

Rich Sessler
Interim Fire Chief

MEMORANDUM OF UNDERSTANDING BETWEEN THE BIG BEAR FIRE DEPARTMENT AND THE CITY OF REDLANDS REGARDING EQUIPMENT SHARING

This Memorandum of Understanding for Equipment Sharing ("MOU") is dated this 15th day of February, 2022 and is entered into by and between the Big Bear Fire Department (the "BBFD"), and the City of Redlands (the "CITY"). The BBFD and the CITY may be referred to herein individually as a "Party" and, together as the "Parties."

RECITALS

WHEREAS, the BBFD owns certain equipment including a McCoy Miller 2014 Chevrolet G3500; VIN# 1GB3G2CL6E1186885 (the "Equipment") used as part of its operations; and

WHEREAS, the BBFD desires to loan the Equipment to the CITY in emergency situations or when the Equipment is needed in the interest of public safety; and

WHEREAS, the CITY desires to borrow the Equipment in emergency situations and, in the case of non-emergency situations, where it would be beneficial to use the Equipment in the interests of public safety; and

WHEREAS, cooperation between the BBFD and the CITY will promote the efficient use of public resources managed by the BBFD; and

WHEREAS, sharing Equipment with the CITY is intended to increase public safety, as well as the residents of and visitors to the CITY and would have only incidental or nominal benefits to any private parties; and

WHEREAS, the BBFD and the CITY execute this MOU for the purpose of formalizing the terms and conditions governing the sharing of the Equipment;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The above-recitals are true and correct and are hereby incorporated into this MOU by this reference.

Section 2. Term. The term of this MOU shall commence on its Effective Date and shall continue in effect until terminated pursuant to Section 9 of this MOU.

Section 3. Authority. Unless otherwise specified herein, all authority to act on behalf of the BBFD pursuant to this MOU shall be exercised by Fire Chief Jeff Willis, or his designee.

Unless otherwise specified herein, all authority to act on behalf of the CITY pursuant to this MOU shall be exercised by Interim Fire Chief Rich Sessler or his designee.

Section 4. Equipment.

A. The CITY shall be permitted to use, operate, and transport the Equipment on an "as-needed" basis as requested by the CITY, and approved by the BBFD, when not otherwise needed for other BBFD purposes. The CITY recognizes that the BBFD's use of the Equipment may preclude the use of the Equipment by the CITY, and in such cases the BBFD may deny the request to use the Equipment or demand the immediate return of the Equipment in the possession of the CITY, in the BBFD's sole and absolute discretion.

B. Request for Use of Equipment. Those designated in this MOU with the authority to act on behalf of either Party shall work together to coordinate certain procedures to govern requests by the CITY to use the Equipment, especially for when the Equipment is needed in emergency situations. In non-emergency situations, the CITY shall request use of the Equipment as far in advance as possible by notifying the BBFD of the need for the Equipment.

C. Use of Equipment. The CITY shall not permit any individual to use, operate or transport the Equipment unless that individual is properly trained and authorized to do so. The CITY shall use the utmost care in using, operating, or transporting the Equipment. If the Equipment breaks or experiences other mechanical problems while in the possession of the CITY, the CITY shall immediately notify the BBFD of the problem.

D. Returning Equipment. The CITY shall notify the BBFD before borrowing the Equipment of when it will return Equipment, or in the case of emergency situations, the CITY shall keep the BBFD updated on when the Equipment will be returned. In the event that the BBFD demands the immediate return of the Equipment then in the possession of the CITY, the CITY shall immediately make the Equipment available to the BBFD.

Section 5. CITY Responsibilities. The CITY shall be solely responsible for all of the following, including, without limitation, any accompanying cost or expense:

A. Transporting the Equipment to and from the BBFD facilities housing the Equipment.

B. Performing routine inspections and minor maintenance on Equipment when used by the CITY, including, but not limited to, oil, mechanical fluids, operations, fuel, and safety checks.

C. Providing satisfactory proof of liability or other insurance of the types and in the amounts as required by this MOU.

D. Bearing sole and absolute responsibility for any and all loss of or damage to the Equipment occurring while in possession and control of the CITY, customary wear and tear excepted. The CITY shall pay the BBFD for any and all costs associated with repairing damage to the Equipment occurring while in the possession or control of the CITY if demanded by the BBFD, customary wear and tear excepted, within thirty (30) days upon receipt by the CITY of a written invoice accounting for such costs of repair. The CITY shall pay the BBFD for any and all costs associated with reasonably replacing the Equipment in the event of complete loss of the Equipment occurring while in the possession or control of the CITY, if demanded by the BBFD, within thirty (30) days upon receipt by the CITY of a written invoice accounting for such costs of replacement.

E. Refueling Equipment to, at minimum, the level existing at the time the CITY takes control of the Equipment.

F. Storing Equipment overnight at secure facilities owned and controlled by the CITY when the CITY is in possession and control of the Equipment, when such storage is otherwise requested by the BBFD, or when such storage is convenient to the CITY and approved in advance by the BBFD.

Section 6. Cost. The CITY shall pay no compensation for the use of the Equipment except for any, and all costs related to the responsibilities listed in Section 5 of this MOU.

Section 7. Indemnification. To the fullest extent permitted by law, the CITY (the "Indemnifying Party") shall defend, indemnify and hold the BBFD (the "Indemnified Party") and its directors, officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, including reasonable attorneys' fees and other related costs, in law or equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, the use, operation or transportation of the Equipment, or this MOU, except for such loss or damage arising from the willful misconduct of the Indemnified Party. The Indemnifying Party shall defend, at the Indemnifying Party's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Party and its directors, officials, officers, employees, agents, and volunteers, with counsel reasonably approved by the Indemnified Party. The Indemnifying Party shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Party and its directors, officials, officers, employees, agents, and volunteers, in any such suit, action or other legal proceeding. The Indemnifying Party shall reimburse the Indemnified Party and its directors, officials, officers, employees, agents, and volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Indemnifying Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Party or its directors, officials, officers, employees, and volunteers. This indemnity provision shall survive the termination of this MOU.

Section 8. Insurance.

A. Time for Compliance. The CITY shall not use, operate or transport the Equipment under this MOU unless and until it has provided evidence satisfactory to the BBFD that it has secured all insurance required under this section, or that it is self-insured to the satisfaction of the BBFD.

B. Minimum Requirements. The CITY shall, at its expense, procure and maintain for the duration of this MOU insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MOU by the CITY, its elected and appointed officials, officers, employees, and volunteers. Such insurance shall meet at least the following minimum levels of coverage, or the CITY shall be self-insured to the satisfaction of the BBFD:

i. Minimum Limits of Insurance. The CITY shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this MOU or the general aggregate limit shall be twice the required occurrence limit. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

ii. Endorsements. Each policy shall be endorsed to state that: (1) the BBFD and its directors, officials, officers, employees, and volunteers shall be covered as additional insured with respect to the use, operation or transport the Equipment performed by or on behalf of the CITY; and (2) the insurance coverage shall be primary insurance as respects the BBFD and its directors, officials, officers, employees, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of BBFD's scheduled underlying coverage. Any insurance or self-insurance maintained by the BBFD and its directors, officials, officers, employees, and volunteers shall be excess of such insurance obtained by the CITY and shall not be called upon to contribute in any way. The insurer shall agree to waive all rights of subrogation against the BBFD and its directors, officials, officers, employees, and volunteers for losses paid under the terms of the insurance policy which arise from the use, operation or transport of the Equipment by the CITY. Each insurance policy shall also be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the BBFD as applicable; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the BBFD and its directors, officials, officers, employees and volunteers. There shall be no cross-liability exclusion for claims or suits by one insured against another.

Requirements of specific coverage features, or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance.

Section 9. Termination. This MOU shall be effective as of its Effective Date, and shall continue until terminated by either Party by giving at least thirty (30) days advance written notice of the effective date of termination.

Section 10. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

If to the BBFD: Big Bear Fire Department
41090 Big Bear Blvd. Big Bear Lake, CA 92315
Attn: Fire Chief Jeff Willis

If to the CITY: Redlands Fire Department
35 Cajon St. Suite 12
Redlands, CA 92373
Attn: Interim Fire Chief Rich Sessler

Section 11. Miscellaneous Terms.

A. Representation and Warranties. The BBFD and the CITY have all requisite power and authority to execute and perform this MOU. Each person executing this MOU warrants that he or she has the legal power, right, and authority to execute this MOU and bind his or her respective Party.

B. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

C. Relationship of the Parties. Nothing contained in this MOU shall be construed as creating a joint venture, partnership, or any other similar arrangement between the Parties. No Party to this MOU shall be deemed to be a representative, an agent, or an employee of the other Party. Unless otherwise expressly specified in this MOU, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of, any other Party, nor bind any other Party in any respect, without the specific prior written authorization of the other Party.

D. Waiver. No Party shall be deemed to have waived any provision of this MOU unless such waiver is in writing and signed by such Party.

E. Legal Compliance. The Parties shall comply with all applicable Federal, State, and local laws and regulations related to the transactions set forth in, or referenced by, this MOU.

F. Third-Party Beneficiary. No claim as a third-party beneficiary under this MOU by any person, corporation, or any other entity, shall be made or be valid against the BBFD or the CITY.

G. Headings. The section headings used in this MOU are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this MOU.

H. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the matters contained herein, and shall supersede and replace any and all other prior understandings, correspondence, and agreements, oral or written, between the Parties with respect thereto. No change, amendment or modification of this MOU shall be valid or binding upon the Parties unless such change, amendment, or modification is in writing and duly executed by all Parties.

I. Assignment or Transfer. The CITY shall not assign, hypothecate, or transfer, either directly or by operation of law, this MOU or any interest herein without the prior written consent of the BBFD. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

J. Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

K. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable, and shall be interpreted to carry out the intent of the Parties hereunder.

L. Cooperation: Further Acts. The Parties shall reasonably cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this MOU.

M. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

SIGNATURE PAGE
TO
MOU BETWEEN THE BIG BEAR FIRE DEPARTMENT AND THE REDLANDS FIRE
DEPARTMENT REGARDING EQUIPMENT SHARING

IN WITNESS WHEREOF, the Parties have executed this MOU for Equipment Sharing as of February 15, 2022.

Big Bear Fire Department

City of Redlands

By: _____
Jeff Willis, Fire Chief

By: _____
Paul T. Barich, Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

RESOLUTION NO. BBFA 2022-001

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY AUTHORIZING THE FIRE CHIEF TO TEMPORARILY LEND UNNEEDED AUTHORITY ASSETS AND EQUIPMENT TO OTHER FIRE DEPARTMENTS AND PUBLIC AGENCIES AND ENTER INTO AGREEMENTS FOR THAT PURPOSE

WHEREAS, the Big Bear Fire Authority (“Authority”) periodically receives requests from other fire departments and public agencies for the use of Authority assets and equipment that are not currently in use by the Authority; and

WHEREAS, when the requested assets and equipment are not currently in use by the Authority, and are not anticipated to be used by the Authority during the requested period, the Authority can often make its assets and equipment available to such other fire departments and public agencies for a limited time period; and

WHEREAS, such requests are sometimes time-sensitive, and may not be received with sufficient time for approval by the Board of Directors at its regular bi-monthly meetings; and

WHEREAS, the Board of Directors of the Authority desires to authorize the Fire Chief to temporarily lend unneeded Authority assets and equipment to other fire departments and public agencies, subject to the conditions established in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Big Bear Fire Authority as follows:

1. The Board of Directors hereby authorizes the Fire Chief to temporarily lend Authority assets and equipment to other fire departments and public agencies and to sign agreements for that purpose, subject to the following conditions: (a) the Fire

Chief has determined that the assets and equipment are not currently needed by the Authority and are not anticipated to be needed by the Authority during the agreed period; and (b) the Authority and the receiving party enter into a written agreement providing for the use, protection, and return of the assets and equipment on terms approved by the Fire Chief and reviewed and approved as to form by the Authority's Legal Counsel.

- 2. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board of Directors hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.
- 3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

AYES:
NOES:
ABSENT:

Date

John Green,
Board Chair, Board of Directors
Big Bear Fire Authority

ATTEST:

Chardelle Smith
Secretary, Big Bear Fire Authority

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF BIG BEAR LAKE)

I, Chardelle Smith, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA 2022-001 was duly passed and adopted by the said Board, approved and signed by the Chair of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the ____ day of _____ 2022, and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Witness my hand and the official seal of said Authority this ____ day of _____, 2022.

Chardelle Smith
Secretary
Big Bear Fire Authority



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA9

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **ASSIGNMENT OF A FIRE AUTHORITY BOARD MEMBER
DELEGATE TO THE CALIFORNIA JOINT POWERS
INSURANCE AUTHORITY (CJPIA) BOARD FOR 2022**

BACKGROUND

On May 27, 2015, the CJPIA Executive Committee voted unanimously to allow membership to Big Bear Fire Authority. As a member of the CJPIA, a Fire Authority Official shall be assigned as a delegate to the CJPIA Board. A Board member or staff member shall be assigned as an alternate. As a member of CJPIA this certification is to be completed annually.

DISCUSSION

At the Board meeting of February 2, 2021, Director Caretto was appointed as the Fire Authority delegate to the CJPIA Board for 2021; Directors Putz and Mote were appointed as alternates. The appointments are now up for renewal for 2022.

STAFF RECOMMENDATION

Staff recommends the Fire Authority Board Chair appoint annually, at the February Board meeting, a delegate and alternate(s) to the CJPIA Board, authorizing them to act as official representatives of the Fire Authority for 2022.

ATTACHMENT A: Certification of Director and Alternate(s)



Attachment A

CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

I hereby certify that as of this date, the Official Minutes and Records of the Board of the Big Bear Fire Authority confirm that the following persons have been appointed to represent the Big Bear Fire Authority, in accordance with the provisions of Article 7 of the California Joint Powers Insurance Authority Joint Powers Agreement.

DIRECTOR (Board Member):

_____	_____	_____
Name	Title	email address

ALTERNATE(S) (one or more, may be Board Member or staff):

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

Secretary Signature

Big Bear Fire Authority
Agency (please print agency name)

Date



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA10

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Mike Maltby, Assistant Chief *MM*

SUBJECT: **APPOINTMENT OF A FIRE CODE APPEALS BOARD**

BACKGROUND

The California Building Standards Commission has adopted the 2019 California Building Standards Code, including the 2019 California Fire Code. Whenever a new code is adopted by the state, it must also be adopted by the local agency. Local agencies may amend the standard code if the amendments are supported by findings showing that the amendments are necessary because of local climatic, geological, or topographical conditions that exist within that jurisdiction.

In recognition of the Fire Authority Board of Directors' desire to retain local control, the California Fire Code was amended to include provisions for the establishment of an Appeals Board allowing any Fire Code related conflict to be heard at the local level.

The purpose of the Appeals Board is to determine application and adherence of fire codes that are established by local ordinance.

DISCUSSION

At its August 4, 2020, Board meeting, the Authority Board adopted Ordinance BBFA2020-001, adopting the 2019 California Fire Code with local amendments. The ordinance states that the Appeals Board shall be comprised of the Board Chair of the Authority Board of Directors and four other members of the Fire Authority Board selected by the Board Chair.

The Appeals Board members that were appointed to serve for a period of one year at the February 2, 2021, Board meeting include Directors Lee, Mote, Putz, Walsh, and Ziegler.

RECOMMENDATION

Staff recommends the Fire Authority Board Chair appoint by nomination, four Directors to serve along with the Board Chair, as the Appeals Board for calendar year of 2022 and continuing until the next Board Chair appointment. The Board shall affirm Chair appointments by vote



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA11

MEETING DATE: February 1, 2022

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **APPOINTMENT OF A STANDING ADMINISTRATIVE COMMITTEE**

BACKGROUND

The Standing Administrative Committee (Committee) is established to assist staff with guidance in a range of policy level discussion items. The goal of the Committee is to streamline discussion and facilitate communication by making recommendations for the full Board to consider. Generally, Committee discussion items are either generated and assigned to the Committee by the Board, or at the discretion of the Fire Chief as a form of guidance and communication from his office to the full Board. Directors Green, Herrick, Mote, and Ziegler served on the Administrative Committee for calendar year 2021.

The Board's bylaws indicate that the Board Chair shall appoint committees. The Administrative Committee is reviewed and potentially revised annually based on the new Chair's selections.

DISCUSSION

The use of a balanced, four-member committee has proven valuable to the Fire Authority as decisions are made that affect its member agencies. This has been the practice in past years through Board philosophy. There are currently no rules or regulations in place that prevent the Board Chair from selecting four Board Members irrespective of member agency that are elected to form the Administrative Committee for calendar year 2022. There are several goals contemplated for 2022 in which the Committee will likely be instrumental to adequately address complexities within each goal bullet pointed below.

- Update Cost Recovery Ordinance
- Fund Balance Allocation and Reserve Contribution
- Community Risk Reduction – Fire Prevention Programs.

RECOMMENDATION

Staff recommends the Fire Authority Board Chair appoint four directors to serve on the Administrative Committee for calendar year 2022. The Fire Authority Board shall affirm the Chair's appointments by vote.