



# Big Bear Fire Authority

**MEETING OF THE BOARD OF DIRECTORS  
BIG BEAR FIRE AUTHORITY – 41090 BIG BEAR BLVD., BIG BEAR LAKE  
CORRECTED MEETING AGENDA  
FEBRUARY 2, 2021**

NOTICE IS HEREBY GIVEN, that the Big Bear Fire Authority will conduct a regular meeting of the Big Bear Fire Authority pursuant to Governor Newsom’s Executive Orders N-25-20 and N-29-20 on February 2, 2021, at 5:00 p.m. The members of the Big Bear Fire Authority Board and the public shall participate in this meeting via teleconference; there is no in-person meeting location for this meeting. Public comment may be submitted by email as described below. This meeting is being called pursuant to Section 54953 of the Government Code of the State of California.

The public may observe this meeting by:

- Calling (669) 900-6833 or;
- Join Zoom Meeting online at:  
<https://us02web.zoom.us/j/86925882079?pwd=KzFuK1ZUSFVieGpyMGdxelVBUEMyQT09>
- Meeting ID: 869 2588 2079 and Passcode 018978

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

## **BOARD OF DIRECTORS**

Chairman David Caretto  
Vice Chairman John Green  
Director Rick Herrick  
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  
Senior Finance Officer Kristin Mandolini  
Board Secretary Dawn Marschinke  
Authority Counsel Jeff Ferre  
Authority Counsel Joseph Sanchez

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## **AGENDA**

### **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.**

**OATH OF OFFICE**

Administered by Board Secretary Dawn Marschinke to Director Alan Lee, and Director Bynette Mote.

**ANNOUNCEMENTS & UPCOMING EVENTS**

The Fire Authority's Administrative Office will be closed on Monday, February 15, 2021 in observance of Presidents' Day and will reopen on Tuesday, February 16, 2021.

**PRESENTATIONS**

Recognition of Sue McIlwain's Retirement – 30 Years of Service

Speaker: Chief Willis

**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 submit comments via email to [publicmeetingcomments@bigbearfire.org](mailto:publicmeetingcomments@bigbearfire.org) on or before Tuesday, February 2, 2021, 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.*

**CHIEF'S REPORT**

Speaker: Chief Willis

**FINANCE OFFICER'S REPORT**

Speaker: Senior Finance Officer Kristin Mandolini

**FIRE AUTHORITY CONSENT CALENDAR**

- FA1. Approval of Demands – Check Issue Date 11/01/20 through 12/31/20 in the amount of \$1,811,774.83**
- FA2. Approval of Meeting Minutes from the December 01, 2020 Regular Meeting of Big Bear Fire Authority**

**FA3. Approval of Meeting Minutes from the December 11, 2020 Special Meeting of Big Bear Fire Authority**

**FA4. Receive and File Big Bear Fire Department Monthly Activity Reports for November and December 2020.**

**FA5. Sale of Surplus Self-Contained Breathing Apparatus (SCBA)**

Board consideration of authorizing the Fire Chief to discharge SCBA surplus and use proceeds generated from the sale to be directed back into the Self-Contained Breathing program.

**FA6. Auction of Surplus Fire Apparatus and Miscellaneous Equipment**

Board consideration of authorizing the Fire Chief discharge two vehicles and miscellaneous items as surplus equipment and authorize the Fire Chief to sell at auction to the highest bidder. Proceeds from the sale will be deposited to the Authority's General fund.

### **ITEMS REMOVED FROM THE CONSENT CALENDAR**

#### **PUBLIC HEARING**

None

#### **NEW BUSINESS**

#### **BIG BEAR FIRE AUTHORITY DISCUSSION ITEMS**

**FA7. Ambulance Billing Contract**

Board consideration of approving the Air Methods/dba Complete Billing Solutions agreement for ambulance billing and collection services.

Speaker: Chief Willis

**FA8. 2019 Assistance to Firefighters Grant Budget Adjustment**

Board consideration of approving a \$15,836.20 budget adjustment to meet the requirements of the Assistance to Firefighter Grant (AFG), as well as a budget adjustment of \$316,721 for the grant revenue and expenses.

**FA9. Appointment of a Standing Administrative Committee**

Board consideration of the Board Chairman selecting four directors, to serve as the Administrative Committee for a period of one year, beginning February 3, 2021, to assist staff in the further development of further Department strategies, and for the Board approve the appointments by vote.

Speaker: Chairman Caretto

**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 Chairman, as the Appeals Board, for a period of one year, beginning February 3, 2021, pursuant to Section 108.1 of Ordinance No. BBFA2014-001, and for the Board approve the appointments by vote.

Speaker: Chairman Caretto

**FA11. 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 2021.

Speaker: Chairman Caretto

**FA12. Lease Purchase Agreement and Resolution for Type 1 Structure Engine in Conjunction with Debt Issuance Policies and Procedures**

Board consideration of approving the purchase of a Type 1 structure engine; to include the approval of Debt Issuance Policies and Procedures; Resolution BBFA2021-XXX; and reorganize the 3-year fleet replacement plan.

**COMMITTEE REPORTS**

A Fire Authority Administrative Committee Meeting was held on January 26, 2021, represented by ~~Chairman Green~~, ~~Vice~~-Chairman Caretto, ~~Vice Chairman Green~~ Director Herrick, and Director Ziegler.

**DIRECTORS' CLOSING COMMENTS**

**CLOSED SESSION PUBLIC COMMUNICATIONS:** (Any member of the public is entitled to speak on Closed Session Agenda items via the email option discussed above.)

**CLOSED SESSION**

**1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 1

**OPEN SESSION**

**REPORT FROM CLOSED SESSION**

**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 28th day of January 2021.

*Dawn E. Marschinke*

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Dawn Marschinke, 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 Dawn Marschinke 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

**MEETING DATE:** February 2, 2021

**TO:** Chairman and Directors of Big Bear Fire Authority

**FROM:** Jeff Willis, Fire Chief *JW*

**SUBJECT:** CHIEF'S REPORT

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## **AMBULANCE OPERATOR MODEL**

The Ambulance Operator model as approved by the Board, is significantly ahead of the planned implementation. When fully built, this model will include 18 Ambulance Operators. The Department is close to the 50% mark of implementation, 6 months into a 3-year implementation plan.

The ambulance operator personnel currently employed are performing well and eager to learn. A few of the personnel have expressed an interest in learning the skill sets required for a possible flight medic position in the future. The Department is experiencing good attention to detail with restock and ambulance readiness. We are looking to hire additional ambulance operators as soon as additional positions become available.

## **STATION 284 BALDWIN LAKE**

On January 11, 2021, CAL FIRE moved into their winter staffing pattern. As a result, CAL FIRE down-staffed and vacated Station 284 on January 11, 2021. Consistent with our approved operating model and staffing plan, a paramedic ambulance was reassigned from Big Bear City Station 282 to Baldwin Lake Station 284 to maintain coverage in the east end of our jurisdiction.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

**MEETING DATE:** February 2, 2020

**TO:** Chairman and Members of Big Bear Fire Authority Board

**FROM:** Jeff Willis, Fire Chief *JW*

**PREPARED BY:** Kristin Mandolini, Senior Finance Officer *KM*

**SUBJECT:** YEAR-TO-DATE FINANCE REPORT FOR MONTH ENDING  
DECEMBER 31, 2020

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## **DECEMBER**

### **YTD FINANCIALS – 50% Through the Year**

#### **Big Bear Fire Authority**

##### **Revenues**

- Revenues are at 58% of our YTD budget primarily due to mutual aid revenue being significantly above budget as a result of a very active fire season.

##### **Expenses**

- Expenses are at 52%, with salaries coming in 5% over budget due to the fire season's reimbursable expenses.

**Big Bear Fire Authority**  
**Operating Budget Variance Report**  
**December 31, 2020**

	<u>Annual Budget</u>	<u>YTD Total</u>	<u>Variance</u>	<u>%</u>
<b><i>Revenue</i></b>				
Property Tax Revenue	10,451,263	5,630,767	(4,820,496)	54%
Current Service Charges	4,575,310	2,078,237	(2,497,073)	45%
Interagency Revenues	350,000	1,212,475	862,475	346%
Use of Money and Property	124,250	36,581	(87,669)	29%
Other Revenue	24,100	10,968	(13,132)	46%
<b>Total Revenue</b>	<b>15,524,923</b>	<b>8,969,027</b>	<b>(6,555,896)</b>	<b>58%</b>

<b><i>Expenses</i></b>				
Salaries & Benefits	13,068,534	7,181,995	(5,886,539)	55%
Supplies	272,685	121,685	(151,000)	45%
Professional Services	761,116	254,885	(506,231)	33%
Maintenance and Equipment	508,386	211,167	(297,219)	42%
Utilities	185,100	90,737	(94,363)	49%
Other Expenditures	1,068,196	325,961	(742,235)	31%
<b>Total Expenses</b>	<b>15,864,017</b>	<b>8,186,431</b>	<b>(7,677,586)</b>	<b>52%</b>



# Accounts Payable

## Checks by Date - Detail by Check Number

User: Kmandolini  
Printed: 1/27/2021 8:41 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	02EDD	California State Employment Development	12/10/2020	
	20201211PP25	PR Batch 00001.12.2020 State Unemployment I	PR Batch 00001.12.2020 Stat	87.57
	20201211PP25	PR Batch 00001.12.2020 State Income Tax	PR Batch 00001.12.2020 Stat	14,792.56
Total for this ACH Check for Vendor 02EDD:				14,880.13
ACH	IRS	Department Of Treasury	12/10/2020	
	20201211PP25	PR Batch 00001.12.2020 Medicare	PR Batch 00001.12.2020 Med	4,888.06
	20201211PP25	PR Batch 00001.12.2020 Federal Income Tax	PR Batch 00001.12.2020 Fed	38,710.18
	20201211PP25	PR Batch 00001.12.2020 Medicare Employer	PR Batch 00001.12.2020 Med	4,287.08
Total for this ACH Check for Vendor IRS:				47,885.32
ACH	02EDD	California State Employment Development	11/10/2020	
	20201113PP23	PR Batch 00001.11.2020 State Income Tax	PR Batch 00001.11.2020 Stat	14,693.55
	20201113PP23	PR Batch 00001.11.2020 State Unemployment I	PR Batch 00001.11.2020 Stat	219.41
Total for this ACH Check for Vendor 02EDD:				14,912.96
ACH	IRS	Department Of Treasury	11/10/2020	
	20201113PP23	PR Batch 00001.11.2020 Medicare Employer	PR Batch 00001.11.2020 Med	4,361.45
	20201113PP23	PR Batch 00001.11.2020 Federal Income Tax	PR Batch 00001.11.2020 Fed	38,493.87
	20201113PP23	PR Batch 00001.11.2020 Medicare	PR Batch 00001.11.2020 Med	4,590.74
Total for this ACH Check for Vendor IRS:				47,446.06
ACH	02EDD	California State Employment Development	12/22/2020	
	20201225PP26	PR Batch 00002.12.2020 State Unemployment I	PR Batch 00002.12.2020 Stat	173.66
	20201225PP26	PR Batch 00002.12.2020 State Income Tax	PR Batch 00002.12.2020 Stat	12,246.17
Total for this ACH Check for Vendor 02EDD:				12,419.83
ACH	IRS	Department Of Treasury	12/22/2020	
	20201225PP26	PR Batch 00002.12.2020 Federal Income Tax	PR Batch 00002.12.2020 Fed	31,871.04
	20201225PP26	PR Batch 00002.12.2020 Medicare Employer	PR Batch 00002.12.2020 Med	3,860.62
	20201225PP26	PR Batch 00002.12.2020 Medicare	PR Batch 00002.12.2020 Med	4,327.13
Total for this ACH Check for Vendor IRS:				40,058.79
ACH	02EDD	California State Employment Development	11/30/2020	
	20201127PP24	PR Batch 00002.11.2020 State Income Tax	PR Batch 00002.11.2020 Stat	17,442.42
	20201127PP24	PR Batch 00002.11.2020 State Unemployment I	PR Batch 00002.11.2020 Stat	156.56
Total for this ACH Check for Vendor 02EDD:				17,598.98
ACH	IRS	Department Of Treasury	11/30/2020	
	20201127PP24	PR Batch 00002.11.2020 Medicare Employer	PR Batch 00002.11.2020 Med	4,659.54
	20201127PP24	PR Batch 00002.11.2020 Federal Income Tax	PR Batch 00002.11.2020 Fed	45,270.94
	20201127PP24	PR Batch 00002.11.2020 Medicare	PR Batch 00002.11.2020 Med	5,140.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for this ACH Check for Vendor IRS:	55,070.91
10402	Baumg 111392	Richard A Baumgartner M D employee physical	11/02/2020	100.00
			Total for Check Number 10402:	100.00
10403	BVElect 63236260061Oct	Bear Valley Electric H-285	11/02/2020	328.94
			Total for Check Number 10403:	328.94
10404	Charter 014859102620 0153686102720 0153702102720 0223364102820	Charter Communications 281 Cable 282 Internet 281 Internet 281 FiberInternet	11/02/2020	126.45 515.95 515.95 1,374.00
			Total for Check Number 10404:	2,532.35
10405	Frontier 5844038Oct 5851239Oct 5854180Oct	Frontier Communications 283 Phones 282 FF Phones 282 Phones	11/02/2020	185.53 44.11 41.08
			Total for Check Number 10405:	270.72
10406	RenisImg 682261	Renaissance Imaging Medical Associates employee Xray	11/02/2020	61.00
			Total for Check Number 10406:	61.00
10407	TollRoad T717088744323	The Toll Roads Toll Evasion CA 1354193	11/02/2020	6.00
			Total for Check Number 10407:	6.00
10408	ModSpace 8215708	Williams Scotsman,Inc. mobile office	11/02/2020	420.77
			Total for Check Number 10408:	420.77
10409	MountBev	Mountain Beverage Service Coffee/Cream Beverage Service	11/03/2020	113.95
			Total for Check Number 10409:	113.95
10410	AdvAuto 6937 8029	Advanced Auto 2008 Chev Tahoe Replace Oil Pan Gasket & Bat 2008 Chev Tahoe Service & Repair	11/03/2020	1,856.67 637.75
			Total for Check Number 10410:	2,494.42
10411	Agustin 11022020A	Agustin Florido Hazardous Tree Removal Grant Reimbursement	11/03/2020	600.00
			Total for Check Number 10411:	600.00
10412	ATT 11022020L	AT & T Corp Phone Service	11/03/2020	37.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10412:	37.45
10413	BadBear 1020053 1020054	Bad Bear Sportswear Breast Cancer Awareness Shirts T-Shirts 10/Sm, 10/Lg, 20/XL	11/03/2020	187.49 431.00
			Total for Check Number 10413:	618.49
10414	BVElect 44403500000Oct	Bear Valley Electric FS281 Electric Services	11/03/2020	1,649.28
			Total for Check Number 10414:	1,649.28
10415	BBK 887987	Best Best & Krieger General Matters & Correspondence	11/03/2020	81.90
			Total for Check Number 10415:	81.90
10416	55BBCSD 080-0028-000Oct 080-0032-000Oct 080-0033-000Oct	Big Bear City CSD Dumpster Service @ Training Center Dumpster Service @ FS282 Dumpster Service @ FS283	11/03/2020	180.67 269.88 180.67
			Total for Check Number 10416:	631.22
10417	CaMedMnt	California Medical Maintenance Healthcare Tech Mgmt Program & Refurbish Str	11/03/2020	4,784.00
			Total for Check Number 10417:	4,784.00
10418	CarettoD 10312020B	David Caretto 10.06.20 FA Reg Board Mtg & 10.06.20 FPD Re	11/03/2020	230.00
			Total for Check Number 10418:	230.00
10419	04DWP 25-01701-00-Oct 25-02521-00-Oct 25-10601-00-Oct 25-36801-00-Oct	CBBL Dept of Water Water Services FS 281 Water Services FS 281 Water Services Boulder Bay FS Water Services Moonridge FS	11/03/2020	257.32 11.20 55.10 55.10
			Total for Check Number 10419:	378.72
10420	CraneA 11022020K	Andrew Crane Fuel Reimbursement Mutal Aid Fire W-5 Cold S	11/03/2020	70.27
			Total for Check Number 10420:	70.27
10421	DIY 5319 5328 5366	DIY Home Center Misc Hardware 17.8 Gallons Propane Fuel 16oz Rubber Mallet	11/03/2020	13.86 79.53 5.81
			Total for Check Number 10421:	99.20
10422	Galls BC1221821	Galls LLC Mens Responder Parka	11/03/2020	252.73
			Total for Check Number 10422:	252.73
10423	GreenJo 10312020C	John Green 10.06.20 FA Reg Board Mtg	11/03/2020	130.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10423:	130.00
10424	HerrR 10312020D	Rick Herrick 10.06.20 FA Reg Board Mtg & 10.06.20 FPD Re	11/03/2020	230.00
			Total for Check Number 10424:	230.00
10425	JackR 10312020E	Robert Jackowski 10.06.20 FA Reg Board Mtg & 10.06.20 FPD Re	11/03/2020	230.00
			Total for Check Number 10425:	230.00
10426	JahnB 10312020F	Bill Jahn 10.06.20 FA Reg Board Mtg & 10.06.20 FPD Re	11/03/2020	230.00
			Total for Check Number 10426:	230.00
10427	LifeAssi 1045866	Life Assist Inc 20/Naloxone, 60/Epinephrine, 75/Ondastron, 14	11/03/2020	1,444.39
			Total for Check Number 10427:	1,444.39
10428	OxanKa 1031202G	Karen Oxandaboure 10.06.20 FA Reg Board Mtg	11/03/2020	130.00
			Total for Check Number 10428:	130.00
10429	PutzR 10312020H	Randall Putz 10.06.20 FA Reg Board Mtg & 10.06.20 FPD Re	11/03/2020	230.00
			Total for Check Number 10429:	230.00
10430	RussoJ 10312020I	John J Russo 10.06.20 FA Reg Board Mtg	11/03/2020	130.00
			Total for Check Number 10430:	130.00
10431	SamEnt 38593	Sam's Enterprises Oxygen	11/03/2020	158.97
			Total for Check Number 10431:	158.97
10432	SuthS 23546 & 412566	Shawn Sutherland Ambulance Transfer Meal Reimbursement	11/03/2020	35.00
			Total for Check Number 10432:	35.00
10433	Amazon 433783983886 434776966857 445496754979 448663665399 455865664689 459663748578 464838565458 468586663593 468678587369 473683586397 474969786833 499789776889 544766589555	Syncb/Amazon 2/Wireless Computer Keyboards 4/iPad Cases USB Car Charger 150/Lithium Batteries for Firefighting Equipmen iOttie Car Mount Holder for iPhone Collapsible Safety Traffic Cones Pen-Type Digital Multimeter AC/DC Voltage & t 3 Drawer Cart for Chief's Vehicle 5/Lightening Cables for iPhone Wireless DC Power Cable 3/Mag & Aluminum Polish, 3/Bucket Inster Grit Live Streaming Camera Fluorescent eBallast	11/03/2020	79.72 68.92 13.73 234.69 18.26 406.20 30.31 216.56 10.76 22.63 41.88 53.86 14.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	583396979979	3/Pressure Washer Undercarriage Cleaner		96.93
	636655479448	1000/Travel Cup Lids for Paper Hot Cups		44.91
	637885844659	1000/Travel Paper Hot Cups		75.37
	649693593997	Brother Toner Cartridge		79.78
	693449694555	iPad Cover		17.88
	744467846794	Car Desk for Chief's Car		42.12
	746649945764	FS 282 12/White Boards for Vehicle Status		45.24
	756785348983	2/Headphone Jack Adapters		12.90
	768588658574	USB Car Charger		13.73
	774747387336	FS 282 White Board Markers for Vehicle Status		7.53
	858789758486	OtterBox Case for iPhone		21.87
	876893694696	Voltage Power Energy Meter		32.30
	884645589533	Norton Door Controls		78.10
	887448989646	100/Nickel Strips for Batteries		10.23
	963657698737	Live Stream Camera		43.09
			Total for Check Number 10433:	1,834.32
10434	WalshLa 10312020J	Larry Walsh 10.06.20 FA Regular Board Mtg	11/03/2020	130.00
			Total for Check Number 10434:	130.00
10435	Waxie 79573342	Waxie Sanitary Supply Cleaning Products-Quick Touch/Lysol Disinfecta	11/03/2020	449.02
			Total for Check Number 10435:	449.02
10436	ZieglerA 10312020K	Al Ziegler 10.06.20 FA Reg Board Mtg	11/03/2020	130.00
			Total for Check Number 10436:	130.00
10437	Charter 0004775110120	Charter Communications 282 cable/283 cable	11/04/2020	623.95
			Total for Check Number 10437:	623.95
10438	Neopost 79000440804Oct 79000440804Oct	Quadient Finance USA,Inc Ambulance Postage Fire Postage	11/04/2020	199.35 102.71
			Total for Check Number 10438:	302.06
10439	KenTami 20201104	Tami L. Kennedy 658 Main St Haz Tree Removal Reimb	11/04/2020	500.00
			Total for Check Number 10439:	500.00
10440	02ChildS 20000000133PP23	CA State Disbursement Unit 200000001333095 Harold California State Disb	11/10/2020 PR Batch 00001.11.2020 Cali	424.61
			Total for Check Number 10440:	424.61
10441	Kaiser 20201113PP23 20201113PP23	Public Agency Coalition Enterprise. ATTN Insurance adjustment PR Batch 00001.11.2020 Health ER Kaiser	11/10/2020 PR Batch 00001.11.2020 Heal	-1,940.76 12,708.00
			Total for Check Number 10441:	10,767.24
10442	Keenan 20201113PP23	Keenan & Associates PR Batch 00001.11.2020 Health ER EPO	11/10/2020 PR Batch 00001.11.2020 Heal	62,069.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20201113PP23	Insurance Adjustment- Health ER EPO		9,549.18
Total for Check Number 10442:				71,618.87
10443	Lincoln 20201113PP23 20201113PP23 20201113PP23 20201113PP23	Lincoln National Life Insurance Co (5H-26 PR Batch 00001.11.2020 Lincoln 457 Flat ER PR Batch 00001.11.2020 Lincoln Roth Flat Amo PR Batch 00001.11.2020 Lincoln 457 Percentage PR Batch 00001.11.2020 Lincoln 457 Flat Amou	11/10/2020 PR Batch 00001.11.2020 Linc PR Batch 00001.11.2020 Linc PR Batch 00001.11.2020 Linc PR Batch 00001.11.2020 Linc	3,664.63 225.00 549.02 2,335.37
Total for Check Number 10443:				6,774.02
10444	MidAmeri 20201113PP23	MidAmerica Admin & Retirement Solution PR Batch 00001.11.2020 Apple 457 Paid Call Pa	11/10/2020 PR Batch 00001.11.2020 App	2,696.39
Total for Check Number 10444:				2,696.39
10445	MidAmeri 48440400PP14	MidAmerica Admin & Retirement Solution Insurance Liabilites-	11/10/2020	1,096.83
Total for Check Number 10445:				1,096.83
10446	NatRetSo 20201113PP23 20201113PP23 20201113PP23 20201113PP23	Nationwide Retirement Solution PR Batch 00001.11.2020 Nationwide Flat Amou PR Batch 00001.11.2020 Nationwide Roth Perce PR Batch 00001.11.2020 Nationwide Roth Flat PR Batch 00001.11.2020 Nationwide Percentage	11/10/2020 PR Batch 00001.11.2020 Nati PR Batch 00001.11.2020 Nati PR Batch 00001.11.2020 Nati PR Batch 00001.11.2020 Nati	2,080.00 377.99 30.00 1,882.71
Total for Check Number 10446:				4,370.70
10447	SBCProFF 20201113PP23	San Bernardino County Professional Firefig PR Batch 00001.11.2020 Union Dues Local 935	11/10/2020 PR Batch 00001.11.2020 Unic	2,924.25
Total for Check Number 10447:				2,924.25
10448	SBCERA 20201113PP23 20201113PP23 20201113PP23 20201113PP23 20201113PP23 20201113PP23 20201113PP23	SBC Employees' Retirement Association PP23 Batch #10449 SBCERA ER Contribution PP23 Batch #10449 SBCERA EE Tier 2 PR Batch 10449 SBCERA EE General Tier1 PP23 Batch #10449 SBCERA ER Cont. T2 Limi PP23 Batch #10449 Survivor SBCERA Employ PP23 Batch #10449Survivor SBCERA ER PP23 Batch #10449 SBCERA EE Safety Tier1	11/10/2020 PR Batch 00001.11.2020 SBC PR Batch 00001.11.2020 SBC PR Batch 00001.11.2020 SBC PR Batch 00001.11.2020 SBC PR Batch 00001.11.2020 Surv PR Batch 00001.11.2020 Surv PR Batch 00001.11.2020 SBC	92,857.41 13,945.94 389.62 3,074.94 25.65 25.65 11,483.91
Total for Check Number 10448:				121,803.12
10449	USBank 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov 42460445557Nov	US Bank Corporate Payment Systems Stamps Mnthly Billing platforms-Microsoft-Zoom- Midore Boots/Uniforms Station 282 -Floors Credit ME -282-Nozzles/Mounts/parts Training Solutions -Blue Card-Ambulance-EMS Training Lunch Strike Team Trave/North Fire/Quarter Fire/Lake Pepper Spray Strike Team Trave/North Fire/Quarter Fire/Lake Strike Team Trave/North Fire/Quarter Fire/Lake Station 281- 282 - Gate-floors-lumber Station 283Data-Phones AO-Operator - Accountability Tags	11/10/2020	24.99 860.84 382.02 2,303.94 -176.71 1,193.99 1,135.00 69.67 1,395.93 110.24 16,317.42 1,351.07 1,471.12 254.97 64.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	42460445557Nov	Fire-Fuel		100.00
	42460445557Nov	UPS-returns Mail Cert Ltrs		463.11
Total for Check Number 10449:				27,322.35
10450	Thomgas 3113797681	AmeriGas Baldwin FS Propane	11/12/2020	616.46
Total for Check Number 10450:				616.46
10451	50ComHos 10186591	Bear Valley Community Healthcare District Emp Physical Stammersky	11/12/2020	206.00
Total for Check Number 10451:				206.00
10452	BVElect 34622500006Nov	Bear Valley Electric Boulder Bay FS Electric Service	11/12/2020	79.65
Total for Check Number 10452:				79.65
10453	BVPrint 11102020	Bear Valley Printing Business Cards Ziegler	11/12/2020	80.81
Total for Check Number 10453:				80.81
10454	55BBCSD 715 715	Big Bear City CSD Rebel Oil Invoice #7006002 Ambulance Portion Rebel Oil Invoice #7006002 Fire Portion	11/12/2020	1,227.99 1,453.79
Total for Check Number 10454:				2,681.78
10455	55BBCSD 716	Big Bear City CSD Paradise Yard Electric Service	11/12/2020	275.55
Total for Check Number 10455:				275.55
10456	Butc 862826 873756 883353 883667	Butcher's Block & Building Material Hook Strips, Wire Nuts, 50' Ground Cable, Coax 5/WD40 & 4/2" Scrapers Misc Hardware, Ladder Hangar, Tool Holder, Sp 290/Painter's Coveralls	11/12/2020	158.33 58.09 43.36 3,434.10
Total for Check Number 10456:				3,693.88
10457	Charter 0153702102720B 0294199103020	Charter Communications FS 281 Phone/Data Service FS 283 Phone/Data Service	11/12/2020	515.95 110.12
Total for Check Number 10457:				626.07
10458	ColeK 11102020F	Kevin Cole Bobcat Fire Striketeam Fuel Reimbursement	11/12/2020	261.89
Total for Check Number 10458:				261.89
10459	DIY 5553 5582 5607	DIY Home Center FS 281 Snow Supplies/Tools FS 282 Snow Supplies/Tools FS 281 Additional Snow Supplies/Bolt Cutters/R	11/12/2020	120.69 260.66 105.29
Total for Check Number 10459:				486.64
10460	EatonKe	Kevin Eaton	11/12/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11102020E	Mileage Reimbursement for Training		93.50
			Total for Check Number 10460:	93.50
10461	Frontier 11102020A	Frontier Communications FS 281 Fax Line	11/12/2020	61.61
			Total for Check Number 10461:	61.61
10462	Haupt 11102020B 11102020B	Moonridge Fuel Fuel Ambulance Portion Fuel Fire Portion	11/12/2020	709.40 709.41
			Total for Check Number 10462:	1,418.81
10463	SamEnt 11102020C	Sam's Enterprises Oxygen	11/12/2020	166.00
			Total for Check Number 10463:	166.00
10464	03EMSOFF EMS2020	San Bernardino County EMS Officers Annual Membership - Parham	11/12/2020	60.00
			Total for Check Number 10464:	60.00
10465	SchwG 11102020D	Glenn Schwartzman S-270 Basic Air Ops Training Reimbursement	11/12/2020	200.00
			Total for Check Number 10465:	200.00
10466	NAPA 069285 069573 069575	Superior Automotive Warehouse U-282 Reman Trans Case Mtr/Core Deposit MA-282C Brake Rotor & Parts/Axle Cov/Oil P: ME-282 4/Fittings and Coupling	11/12/2020	230.87 873.56 78.81
			Total for Check Number 10466:	1,183.24
10467	UngerD 211653	Dylan Unger Ambulance Transfer Meal Reimbursement	11/12/2020	15.00
			Total for Check Number 10467:	15.00
10468	Waxie 79598059 79598060	Waxie Sanitary Supply General Cleaning Supplies/Disinfectants/Truck C Restroom Supplies/Mops/Lime & Scale Remove	11/12/2020	1,226.29 847.23
			Total for Check Number 10468:	2,073.52
10469	Zoll 3169189	Zoll Medical Corporation 2/Lifeband 3 Pack and 2/Lifeband Trainers	11/12/2020	1,560.23
			Total for Check Number 10469:	1,560.23
10470	Waxie 79598068	Waxie Sanitary Supply Cleaning Supplies	11/12/2020	678.66
			Total for Check Number 10470:	678.66
10471	AEP 202011147	AEP California, LLC 2020 ChevyTahoe- upfitting-Sirens-lights-mount	11/17/2020	5,123.97
			Total for Check Number 10471:	5,123.97



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10472	MountBev 28609B 28638	Mountain Beverage Service Beverage Services Beverage Services	11/18/2020	154.00 158.95
Total for Check Number 10472:				312.95
10473	AdminSvc 11216778	Administrative Services Inc Copier Lease	11/18/2020	694.03
Total for Check Number 10473:				694.03
10474	AllStar 227875	All Star Fire Equipment Leather Wildland Boots	11/18/2020	339.41
Total for Check Number 10474:				339.41
10475	ARJoens 2932	AR Joens Plumbing Water Heater Repair & Dryer Vent Piping	11/18/2020	500.00
Total for Check Number 10475:				500.00
10476	BBSaw 060466	BBC Saw Works Inc FS 282 Shear Pin Kit	11/18/2020	10.98
Total for Check Number 10476:				10.98
10477	BBK 890102 890104	Best Best & Krieger General Matters & Correspondence General Matters & Correspondence	11/18/2020	3,255.40 169.12
Total for Check Number 10477:				3,424.52
10478	BBCanvas 3230	Big Bear Canvas Co. Backboard Bag/Cover	11/18/2020	53.88
Total for Check Number 10478:				53.88
10479	55BBCSD 939734 939775	Big Bear City CSD FS 282 Water Service FS 282 Water Service	11/18/2020	815.36 365.91
Total for Check Number 10479:				1,181.27
10480	55BBCSD 717	Big Bear City CSD Annual Fuel Tank Inspection	11/18/2020	258.95
Total for Check Number 10480:				258.95
10481	BBLUrgen COLKE11102020 WAGLU11062020	Big Bear Lake Urgent Care TB Test TB Test	11/18/2020	40.00 40.00
Total for Check Number 10481:				80.00
10482	Charter 0216731111120 0321562111020	Charter Communications FS 281 Grant Phones FS 284 Internet/Voice Services	11/18/2020	102.12 144.97
Total for Check Number 10482:				247.09
10483	ConnPump 23731	Connelly Pumping Services LLC FS 284 Holding Tank Pumping Services	11/18/2020	190.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10483:	190.00
10484	DAC 1278	DAC Automated Gates & Garage Doors LL FS 283 Garage Door Repair/Parts	11/18/2020	3,500.00
			Total for Check Number 10484:	3,500.00
10485	DIY 5744 5795	DIY Home Center FS 283 Cleaning Supplies FS 282 Cleaning Supplies/Nozzle	11/18/2020	15.01 71.66
			Total for Check Number 10485:	86.67
10486	FoxKen 11172020	Kenneth Fox Annual HPS Lab Training Reimbursement	11/18/2020	92.00
			Total for Check Number 10486:	92.00
10487	ICEMA 20-156	ICEMA Annual Permit/Auth Fee FY 2020/21	11/18/2020	17,631.43
			Total for Check Number 10487:	17,631.43
10488	LifeAssi 1050710 1050879	Life Assist Inc Ambulance Medical Supplies Ambulance Medical Supplies	11/18/2020	1,112.28 199.92
			Total for Check Number 10488:	1,312.20
10489	M&MMech 6645	M&M Mechanical Services Inc. Heaters @ FS 281, 282, 283	11/18/2020	615.00
			Total for Check Number 10489:	615.00
10490	MissLin 513662601	Mission Linen Supply Inc Linen & Uniform Service	11/18/2020	34.94
			Total for Check Number 10490:	34.94
10491	Haupt 25856	Moonridge Fuel FS 281 Generator Fuel	11/18/2020	373.72
			Total for Check Number 10491:	373.72
10492	SWGAS 11182020A 11182020B 11182020C	Southwest Gas Corporation FS 281 Natural Gas Service FS Moonridge Natural Gas Service FS Boulder Bay Natural Gas Service	11/18/2020	800.32 196.66 60.35
			Total for Check Number 10492:	1,057.33
10493	NAPA 070203 070387 070478 070526 070667 070713 070911 513925	Superior Automotive Warehouse WT282 Lamp Replacement U-281B Brake Fluid/Valve/Oil & Air Filters MA-282C Core Deposits Refund BC-2806 Disc Pad MA-282A Antifreeze/Gasket/Conditioner MA-282A Filter MA-282A 6-50/50 FLT Charge A/F MA-282C Brake Fluid/Hose	11/18/2020	47.21 50.27 -140.85 39.86 136.56 39.90 96.91 10.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10493:	280.44
10494	CounTeam 77616	The Counseling Team International Employee Support Services	11/18/2020	500.00
			Total for Check Number 10494:	500.00
10495	Waxie 79616303	Waxie Sanitary Supply Cleaning Sanitary Supplies	11/18/2020	353.41
			Total for Check Number 10495:	353.41
10496	NAPA BB 504844 505461 505785 507097 509659 510343 511812 513925 516727	NAPA Auto Parts Windshield Wash Replacement Wiper Blade 16 Wiper Blade Exchange Difference Invoice 50546 Air Brake Hose Beam Blades 2018 Ram Headlight Bulb Antifreeze Brake Fluid/Hose MA-281A Coolant	11/24/2020	3.22 11.84 2.16 26.67 21.53 14.54 71.05 10.58 19.38
			Total for Check Number 10496:	180.97
10497	BadBear 1120013	Bad Bear Sportswear Job Shirts/Hats/Embroidery Services	11/24/2020	940.66
			Total for Check Number 10497:	940.66
10498	BVElect 11232020C	Bear Valley Electric Moonridge FS Electric Service	11/24/2020	58.04
			Total for Check Number 10498:	58.04
10499	BBK 885902 885903 885904	Best Best & Krieger General Matters and Correspondence General Matters and Correspondence General Matters and Correspondence	11/24/2020	3,078.40 1,136.50 1,336.40
			Total for Check Number 10499:	5,551.30
10500	55BBCSD 941408	Big Bear City CSD FS 285 Water Service	11/24/2020	96.24
			Total for Check Number 10500:	96.24
10501	55BBCSD 718	Big Bear City CSD Yard Internet Service Oct	11/24/2020	178.56
			Total for Check Number 10501:	178.56
10502	55BBCSD 719	Big Bear City CSD GASB 75 Pension/OPEB Reports	11/24/2020	1,425.00
			Total for Check Number 10502:	1,425.00
10503	BBLUrgen WILJE111602020	Big Bear Lake Urgent Care TB Skin Test	11/24/2020	40.00
			Total for Check Number 10503:	40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10504	Butc 887691	Butcher's Block & Building Material 15' Appliance Cord & Heat Thermostat	11/24/2020	35.54
Total for Check Number 10504:				35.54
10505	CarQuest 7558-384548	Car Quest Auto Parts 3/Oil 15W40-DELO	11/24/2020	48.46
Total for Check Number 10505:				48.46
10506	52Confir 8830805009	Confire JPA IBR 900Router w/WiFi	11/24/2020	711.45
Total for Check Number 10506:				711.45
10507	DIY 5818 5840	DIY Home Center FS 282 Holiday/Light Supplies Adjust Hole Saw/Rubber Clamps/50' Cable	11/24/2020	144.32 72.62
Total for Check Number 10507:				216.94
10508	BBTract 11723A	Clifford C Fowler Tire Chains/New Tire Size for new Ambulance	11/24/2020	259.31
Total for Check Number 10508:				259.31
10509	Galls BC1226241	Galls LLC Workrite Nomex Industrial Pants	11/24/2020	156.05
Total for Check Number 10509:				156.05
10510	GlobStar 8146061	Globalstar Satellite Phone Service	11/24/2020	220.98
Total for Check Number 10510:				220.98
10511	HutchinD 11232020E 11232020F	Dawn Hutchinson Mutual Aid Travel Reimb Luna Fire Travel Reimb CA-SRF-000656	11/24/2020	121.89 396.75
Total for Check Number 10511:				518.64
10512	Ilona 11232020G	Ilona Fasselin Tree Grant Removal Reimbursement	11/24/2020	1,000.00
Total for Check Number 10512:				1,000.00
10513	KBaker 20188241	Kimberly Baker Ambulance Overpayment Baker	11/24/2020	225.00
Total for Check Number 10513:				225.00
10514	KMEFireA CA 554256	Kovatch Mobile Equipment ME-5966 Engine Parts	11/24/2020	128.30
Total for Check Number 10514:				128.30
10515	LifeAssi 1052602 1052611	Life Assist Inc Electrodes/Electrode Sticky Gel/Safety Needles 10/Nasopharyngeal Airways	11/24/2020	372.88 46.55
Total for Check Number 10515:				419.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10516	Hutto 11232020B	Margaret Hutto Ambulance Subscription Overpayment	11/24/2020	75.00
Total for Check Number 10516:				75.00
10517	MounTrop 20200101	Mountain Trophy & Pro Shop Recognition for Service Plaques	11/24/2020	79.74
Total for Check Number 10517:				79.74
10518	Odyssey 107500	Odyssey Power Generator Service for 2 Units	11/24/2020	900.00
Total for Check Number 10518:				900.00
10519	KBHR 1000003292	Parallel Broadcasting Inc Ambulance Membership Promotional Advertisin	11/24/2020	218.40
Total for Check Number 10519:				218.40
10520	CurrPete 11232020D	Pete Curran Mutual Aid Reimb North Complex PNF-00138	11/24/2020	690.00
Total for Check Number 10520:				690.00
10521	04BBFA 11232020 11232020A	Petty Cash Employee Appreciation Coffee Maker Cleaner	11/24/2020	23.00 2.69
Total for Check Number 10521:				25.69
10522	SourTech IN1030957	SourceTech Holdings,Inc Blank Checks	11/24/2020	266.80
Total for Check Number 10522:				266.80
10523	SWGAs 11232020G 11232020H 11232020I 11232020J 11232020K	Southwest Gas Corporation Classroom Natural Gas Service FS 285 Natural Gas Service FS 282-B Natural Gas Service FS 282 Natural Gas Service FS 283 Natural Gas Service	11/24/2020	48.43 94.58 67.13 405.61 150.73
Total for Check Number 10523:				766.48
10525	SuthS 541368 542582	Shawn Sutherland Ambulance Transfer Meal Reimbursement Ambulance Transfer Meal Reimbursement	11/24/2020	15.00 15.00
Total for Check Number 10525:				30.00
10526	TriTech 298401	TriTech Software Systems Ambulance Billing Platform	11/24/2020	577.48
Total for Check Number 10526:				577.48
10527	UngerD 032503002876	Dylan Unger Ambulance Transfer Meal Reimbursement	11/24/2020	30.00
Total for Check Number 10527:				30.00
10528	VeriWire 9866876457	Verizon Wireless Fire Department Phone Service	11/24/2020	1,693.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10528:	1,693.11
10529	Waxie 79634237 79634313	Waxie Sanitary Supply Facilities/Fleet Cleaning Supplies 15/BoxesTrash Can Liners	11/24/2020	754.97 526.52
			Total for Check Number 10529:	1,281.49
10530	AmeriFid 20201113PP23 20201113PP23 20201113PP23 20201113PP23 20201127PP24	American Fidelity Assurance PR Batch 00001.11.2020 Long & Short Term Di PR Batch 00001.11.2020 Life Ins Flight PR Batch 00001.11.2020 Am Fidelity Pre Tax PR Batch 00001.11.2020 Am Fidelity After Tax Insurance adjustment	11/30/2020 PR Batch 00001.11.2020 Lon PR Batch 00001.11.2020 Life PR Batch 00001.11.2020 Am PR Batch 00001.11.2020 Am	679.38 228.80 514.31 599.13 238.59
			Total for Check Number 10530:	2,260.21
10531	AmerFlex 20201113PP23 20201127PP24	American Fidelity Assurance Company PR Batch 00001.11.2020 Am Fidelity FSA Full PR Batch 00002.11.2020 Am Fidelity FSA Full	11/30/2020 PR Batch 00001.11.2020 Am PR Batch 00002.11.2020 Am	372.91 372.91
			Total for Check Number 10531:	745.82
10532	02ChildS 20201127PP24	CA State Disbursement Unit 2000000001333095 Harold California State Dist	11/30/2020 PR Batch 00002.11.2020 Cali	424.61
			Total for Check Number 10532:	424.61
10533	Keenan 20201127PP24	Keenan & Associates Insurance Adjustment	11/30/2020	1,411.89
			Total for Check Number 10533:	1,411.89
10534	Lincoln 20201127PP24 20201127PP24 20201127PP24 20201127PP24	Lincoln National Life Insurance Co (5H-26 PR Batch 00002.11.2020 Lincoln 457 Percentage PR Batch 00002.11.2020 Lincoln 457 Flat Amou PR Batch 00002.11.2020 Lincoln Roth Flat Amo PR Batch 00002.11.2020 Lincoln 457 Flat ER	11/30/2020 PR Batch 00002.11.2020 Linc PR Batch 00002.11.2020 Linc PR Batch 00002.11.2020 Linc PR Batch 00002.11.2020 Linc	817.19 2,335.37 225.00 3,664.63
			Total for Check Number 10534:	7,042.19
10535	MidAmeri 20201127PP24	MidAmerica Admin & Retirement Solution PR Batch 00002.11.2020 Apple 457 Paid Call Pa	11/30/2020 PR Batch 00002.11.2020 App	2,073.78
			Total for Check Number 10535:	2,073.78
10536	NatRetSo 20201127PP24 20201127PP24 20201127PP24 20201127PP24	Nationwide Retirement Solution PR Batch 00002.11.2020 Nationwide Percentage PR Batch 00002.11.2020 Nationwide Flat Amou PR Batch 00002.11.2020 Nationwide Roth Perce PR Batch 00002.11.2020 Nationwide Roth Flat	11/30/2020 PR Batch 00002.11.2020 Nati PR Batch 00002.11.2020 Nati PR Batch 00002.11.2020 Nati PR Batch 00002.11.2020 Nati	1,832.56 2,080.00 227.03 30.00
			Total for Check Number 10536:	4,169.59
10537	SBCProFF 20201127PP24	San Bernardino County Professional Firefig PR Batch 00002.11.2020 Union Dues Local 935	11/30/2020 PR Batch 00002.11.2020 Unic	2,840.70
			Total for Check Number 10537:	2,840.70
10538	ReliStan 20201002PP20	Reliance Standard Life Insurance Co. PR Batch 00002.09.2020 Short Term Disability	11/30/2020 PR Batch 00002.09.2020 Sho	1,188.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20201002PP20	PR Batch 00002.09.2020 Long Term Disability	PR Batch 00002.09.2020 Lon	860.16
	20201002PP20	PR Batch 00002.09.2020 Life and AD and D ER	PR Batch 00002.09.2020 Life	676.00
	20201127PP24	insurance adjustment		-5.39
Total for Check Number 10538:				2,719.02
10539	SBCERA	SBC Employees' Retirement Association	11/30/2020	
	20201127PP24	PP24 Batch #10450 SBCERA EE Tier 2	PR Batch 00002.11.2020 SBC	13,426.93
	20201127PP24	PR Batch 00002.11.2020 SBCERA EE General T	PR Batch 00002.11.2020 SBC	389.62
	20201127PP24	PP24 Batch #10450 SBCERA ER Cont. T2 Limi	PR Batch 00002.11.2020 SBC	3,074.94
	20201127PP24	PP24 Batch #10450 SBCERA EE Safety Tier1	PR Batch 00002.11.2020 SBC	11,479.49
	20201127PP24	PP24 Batch #10450 Survivor SBCERA Employe	PR Batch 00002.11.2020 Surv	25.65
	20201127PP24	PP24 Batch #10450 Survivor SBCERA ER	PR Batch 00002.11.2020 Surv	25.65
	20201127PP24	PP24 Batch #10450 SBCERA ER Contribution	PR Batch 00002.11.2020 SBC	91,055.75
Total for Check Number 10539:				119,478.03
10540	Texas	Texas Life Insurance Company	11/30/2020	
	20201113PP23	PR Batch 00001.11.2020 Texas Life Ins Post Tax	PR Batch 00001.11.2020 Texe	164.44
	20201127PP24	PR Batch 00002.11.2020 Texas Life Ins Post Tax	PR Batch 00002.11.2020 Texe	164.44
	20201127PP24	PR Batch 00002.11.2020 Texas Life Ins Post Tax	PR Batch 00002.11.2020 Texe	-0.03
Total for Check Number 10540:				328.85
10541	AmeriFid	American Fidelity Assurance	11/30/2020	
	20201127PP24	PR Batch 00002.11.2020 Am Fidelity Pre Tax	PR Batch 00002.11.2020 Am	514.31
	20201127PP24	PR Batch 00002.11.2020 Am Fidelity After Tax	PR Batch 00002.11.2020 Am	599.13
Total for Check Number 10541:				1,113.44
10542	MountBev 28650	Mountain Beverage Service Beverage Service	12/02/2020	
Total for Check Number 10542:				112.95
10543	NAPA BB 515467 517867	NAPA Auto Parts 2/WD40 12OZ SPRAY & 5-50/50 FLT CHG WIPER BLADES	12/02/2020	
Total for Check Number 10543:				114.74
10544	Ability 20M-0182862	Ability Network Inc. Ambulance Billing	12/02/2020	
Total for Check Number 10544:				198.45
10545	BBTeleph 12130 12147 12165 12182 12200 12217 12237	Vatch Arouchian FS 281 & 282 Outside Phone FS 281 & 282 Outside Phone FS 281 & 282 Outside Phone FS 281 & 282 Outside Phone FS 281 & 282 Outside Phone FS 281 & 282 Outside Phone FS 281 & 282 Outside Phone	12/02/2020	
Total for Check Number 10545:				350.00
10546	BVElect 46862500009N20 63236260061N20 71922500005N20 84922500008N20	Bear Valley Electric FS 282 Electric Service FS 285 Electric Service FS 282 Electric Service FS 283 Electric Service	12/02/2020	
Total for Check Number 10546:				1,021.70
Total for Check Number 10547:				377.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10546:	1,819.98
10547	Butc 888627	Butcher's Block & Building Material Misc Hardware and 50' Extension Cord	12/02/2020	58.77
			Total for Check Number 10547:	58.77
10548	BWPrint IN003955/2020	BW Printworks 2021 Calendars	12/02/2020	274.64
			Total for Check Number 10548:	274.64
10549	CarQuest 7558-362805 7558-365466 7558-365537 7558-365966 7558-374729 7558-377544 7558-379395 7558-383151 7558-384261 7558-384323	Car Quest Auto Parts Halogen Sealed Beam 2018 Ram Battery 2018 Ram Core Return 2/CWP XC22 XTRACLEAR 2/Antifreeze LOW VOC BRK CLNR LOW VOC BRK CLNR HYDRAULIC FLD AW32 PERMATEX AVIATIO WIPER BLADE-22	12/02/2020	8.84 329.54 -47.41 19.37 28.36 13.42 16.98 47.40 15.89 22.61
			Total for Check Number 10549:	455.00
10550	CarettoD 11302020A	David Caretto November Board Stipend	12/02/2020	260.00
			Total for Check Number 10550:	260.00
10551	04DWP 25-01701-00 Nov 25-02521-00 Nov 25-10601-00 Nov 25-36801-00 Nov	CBBL Dept of Water FS281 Water Service Meter 1 FS281 Water Service Meter 2 Boulder Bay FS Water Service Moonridge FS Water Service	12/02/2020	233.44 11.20 55.10 55.10
			Total for Check Number 10551:	354.84
10552	Charter 0148579112620 0153686112720 0223364112820	Charter Communications Business Cable Service Business Voice Ethernet Service Business Internet Service	12/02/2020	126.45 515.95 1,374.00
			Total for Check Number 10552:	2,016.40
10553	Dept GEM0121HNJK GEM0221ZM0M	ATTN: Accounting Section MS 1101 Depar GEMT QAF PMT Q1/2020 GEMT QAF PMT Q2/2020	12/02/2020	16,279.20 15,762.40
			Total for Check Number 10553:	32,041.60
10554	DIY 5994 6075 6082	DIY Home Center FS283 Holiday Supplies/Repairs FS282 Painting Materials FS283 10/Propane Fuel, Ext Cords, Mini LEDs	12/02/2020	203.99 241.00 115.23
			Total for Check Number 10554:	560.22
10555	EatonKe 11302020L	Kevin Eaton Training Reimbursement	12/02/2020	280.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10555:	280.00
10556	FerrellG RNT8568880	FerrellGas Baldwin FS Tank Rental	12/02/2020	45.00
			Total for Check Number 10556:	45.00
10557	Frontier 11302020K 11302020L	Frontier Communications Business Line 909/584-4038 Business Line 909/585-4180	12/02/2020	25.01 0.67
			Total for Check Number 10557:	25.68
10558	Galls BC1231195	Galls LLC New Emp Parka/Pants	12/02/2020	371.17
			Total for Check Number 10558:	371.17
10559	GreenJo 11302020B	John Green November Board Stipend	12/02/2020	260.00
			Total for Check Number 10559:	260.00
10560	HerrR 11302020C	Rick Herrick November Board Stipend	12/02/2020	260.00
			Total for Check Number 10560:	260.00
10561	ICEMA 20-176 20-187	ICEMA EOA20 Adm Fees FY 20/21 1st Qtr EOA20 Adm Fees FY 20/21 2nd Qtr	12/02/2020	3,600.00 5,158.00
			Total for Check Number 10561:	8,758.00
10562	JackR 11302020D	Robert Jackowski November Board Stipend	12/02/2020	260.00
			Total for Check Number 10562:	260.00
10563	JahnB 11302020E	Bill Jahn November Board Stipend	12/02/2020	130.00
			Total for Check Number 10563:	130.00
10564	IKings 774	Kings Fire Protection,Inc Fire Extinguisher Service	12/02/2020	2,532.75
			Total for Check Number 10564:	2,532.75
10565	LifeAssi 1053942 1053984 1054916	Life Assist Inc 5 Bottles/Chewable Aspirin 6/Tourniquets 10 Boxes/Ketamine	12/02/2020	17.51 179.15 3,386.00
			Total for Check Number 10565:	3,582.66
10566	Lance 41077 41078	LSL CPAs 2020 BBFA Audit Report Issuance 2020 BBFA Audit Report Issuance	12/02/2020	2,927.00 9,220.00
			Total for Check Number 10566:	12,147.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10567	MissLin 143618 Oct	Mission Linen Supply Inc Shop Linens	12/02/2020	54.43
Total for Check Number 10567:				54.43
10568	OxanKa 11302020F	Karen Oxandaboure November Board Stipend	12/02/2020	260.00
Total for Check Number 10568:				260.00
10569	PutzR 11302020G	Randall Putz November Board Stipend	12/02/2020	130.00
Total for Check Number 10569:				130.00
10570	RussoJ 11302020H	John J Russo November Board Stipend	12/02/2020	260.00
Total for Check Number 10570:				260.00
10571	SchwG 11302020M	Glenn Schwartzman Training Reimbursement	12/02/2020	280.00
Total for Check Number 10571:				280.00
10572	NAPA 070912a 070994a 071162	Superior Automotive Warehouse Snow Cat Parts MA-282A Refund 6/Pre-Diluted Antifreeze C2800(2991) GM Steering Shaft	12/02/2020	62.98 -116.31 501.16
Total for Check Number 10572:				447.83
10573	UnitHeal 20208047	United Healthcare Overpayment Acct 20208047/Zagnoev	12/02/2020	28.91
Total for Check Number 10573:				28.91
10574	WalshLa 11302020I	Larry Walsh November Board Stipend	12/02/2020	260.00
Total for Check Number 10574:				260.00
10575	ModSpace 8297403	Williams Scotsman, Inc. Temp Office Space Rental	12/02/2020	420.77
Total for Check Number 10575:				420.77
10576	ZieglerA 11302020J	Al Ziegler November Board Stipend	12/02/2020	260.00
Total for Check Number 10576:				260.00
10577	Thomgas 3114799222 3114996673	AmeriGas FS282 Generator Tank Rent 11/01/2020-10/31/21 FS284 Propane 319.1 gallons	12/10/2020	1.08 1,960.31
Total for Check Number 10577:				1,961.39
10578	LAnder 19264966	Laura Anderson Ambulance Overpayment	12/10/2020	6.30
Total for Check Number 10578:				6.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10579	ATT 12082020	AT & T Corp Long Distance Phone Service	12/10/2020	36.00
Total for Check Number 10579:				36.00
10580	BVElect 12082020H 12082020I	Bear Valley Electric FS281 Electric Service Boulder Bay FS Electric Service	12/10/2020	1,934.88 262.85
Total for Check Number 10580:				2,197.73
10581	BVPrint 7527	Bear Valley Printing 250/Business Cards & 500/Contact Information	12/10/2020	308.25
Total for Check Number 10581:				308.25
10582	55BBCSD 942981 943815	Big Bear City CSD FS283 Water Service Training Center Water Service	12/10/2020	98.34 81.54
Total for Check Number 10582:				179.88
10584	55BBCSD 720A 720B	Big Bear City CSD Sewer Side Fund Loan Principal Sewer Side Fund Loan Interest	12/10/2020	52,164.18 9,492.62
Total for Check Number 10584:				61,656.80
10585	55BBCSD 12082020A 12082020B	Big Bear City CSD FS283 Dumpster Service FS282 Dumpster Service	12/10/2020	180.67 269.88
Total for Check Number 10585:				450.55
10586	55BBCSD 722	Big Bear City CSD Quarterly Training Center Security Service Pass-	12/10/2020	619.31
Total for Check Number 10586:				619.31
10587	55BBCSD 723	Big Bear City CSD Training Center Electric Service	12/10/2020	310.52
Total for Check Number 10587:				310.52
10588	Grizzly 16710	Big Bear Grizzly Don't Drink & Drive Thanksgiving Half-Page Ad	12/10/2020	2,339.12
Total for Check Number 10588:				2,339.12
10589	CarQuest 12082020	Car Quest Auto Parts Gorilla Tape 35 yds	12/10/2020	9.71
Total for Check Number 10589:				9.71
10590	Charter 0004775120120 0294199113020	Charter Communications FS282 Cable FS283 Business TV	12/10/2020	627.83 110.12
Total for Check Number 10590:				737.95
10591	DIY 6133 6153	DIY Home Center FS281 Steel Wood, No-Slip Grip, Sanding Suppl FS281 Duct Tape, Super Glue, Epoxy, Scraper, F	12/10/2020	67.26 70.03

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10591:	137.29
10592	EatonKe 12092020	Kevin Eaton Reimbursement for Training S-290	12/10/2020	119.95
			Total for Check Number 10592:	119.95
10593	Frontier 12082020G	Frontier Communications FS281 Fax Line Service	12/10/2020	59.67
			Total for Check Number 10593:	59.67
10594	LifeAssi 1043230 1043249 1055701	Life Assist Inc  Nitrile Gloves/Dressings/Catheters, Thoracentesi	12/10/2020	304.31 190.50 782.50
			Total for Check Number 10594:	1,277.31
10595	McFaMelo 12082020A 12082020B	Melody A. McFadden Ambulance Billing Ambulance Billing	12/10/2020	100.00 200.00
			Total for Check Number 10595:	300.00
10596	MissLin 513393621BLNC 513483303 513574463	Mission Linen Supply Inc Statement Clearing Shop Linens Shop Linens	12/10/2020	19.07 35.36 35.36
			Total for Check Number 10596:	89.79
10597	Haupt 12082020C 12082020D	Moonridge Fuel Fire Vehicles Fuel Ambulance Vehicles Fuel	12/10/2020	996.00 995.73
			Total for Check Number 10597:	1,991.73
10598	Neopost 12082020E 12082020F	Quadient Finance USA, Inc General Postage Ambulance Program Postage	12/10/2020	120.50 179.50
			Total for Check Number 10598:	300.00
10599	SamEnt 25986 38648 38660 38670	Sam's Enterprises Demerge Oxygen Oxygen Oxygen	12/10/2020	166.00 158.00 159.00 195.00
			Total for Check Number 10599:	678.00
10600	NAPA 071716	Superior Automotive Warehouse ME-(5966) Drain Valves	12/10/2020	73.23
			Total for Check Number 10600:	73.23
10601	Waxie 79659330 79662997	Waxie Sanitary Supply Mops/35qt Mop Buckets/Wavebrake Side Press Wavebrake Side-Press, Cleaning Brushes, Clean	12/10/2020	226.87 422.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10601:	649.05
10602	Ameritas 20201002PP20 20201211PP25	Ameritas Life Insurance Corp PR Batch 00002.09.2020 Dental ER PR Batch 00001.12.2020 Dental ER	12/10/2020 PR Batch 00002.09.2020 Den	7,317.00 699.84
			Total for Check Number 10602:	8,016.84
10603	Ameritas 20201002PP20 20201211PP25	Ameritas Life Insurance Corp PR Batch 00002.09.2020 Vision ER Insurance Adjustment	12/10/2020 PR Batch 00002.09.2020 Visi	1,149.84 113.44
			Total for Check Number 10603:	1,263.28
10604	02ChildS 20201211PP25	CA State Disbursement Unit 200000001333095 Harold California State Disb	12/10/2020 PR Batch 00001.12.2020 Cali	424.61
			Total for Check Number 10604:	424.61
10605	Lincoln 20201211PP25 20201211PP25 20201211PP25 20201211PP25	Lincoln National Life Insurance Co (5H-26 PR Batch 00001.12.2020 Lincoln Roth Flat Amc PR Batch 00001.12.2020 Lincoln 457 Percentag PR Batch 00001.12.2020 Lincoln 457 Flat Amou PR Batch 00001.12.2020 Lincoln 457 Flat ER	12/10/2020 PR Batch 00001.12.2020 Linc PR Batch 00001.12.2020 Linc PR Batch 00001.12.2020 Linc PR Batch 00001.12.2020 Linc	175.00 687.28 2,335.37 3,664.63
			Total for Check Number 10605:	6,862.28
10606	MidAmeri 20201211PP25	MidAmerica Admin & Retirement Solution PR Batch 00001.12.2020 Apple 457 Paid Call Pa	12/10/2020 PR Batch 00001.12.2020 App	605.86
			Total for Check Number 10606:	605.86
10607	NatRetSo 20201211PP25 20201211PP25 20201211PP25 20201211PP25	Nationwide Retirement Solution PR Batch 00001.12.2020 Nationwide Roth Perce PR Batch 00001.12.2020 Nationwide Percentage PR Batch 00001.12.2020 Nationwide Flat Amou PR Batch 00001.12.2020 Nationwide Roth Flat	12/10/2020 PR Batch 00001.12.2020 Nati PR Batch 00001.12.2020 Nati PR Batch 00001.12.2020 Nati PR Batch 00001.12.2020 Nati	298.37 1,604.76 2,080.00 30.00
			Total for Check Number 10607:	4,013.13
10608	SBCProFF 20201211PP25	San Bernardino County Professional Firefig PR Batch 00001.12.2020 Union Dues Local 935	12/10/2020 PR Batch 00001.12.2020 Uni	2,840.70
			Total for Check Number 10608:	2,840.70
10609	ReliStan 20201113PP23 20201113PP23 20201113PP23 20201211PP25 20201211PP25 20201211PP25	Reliance Standard Life Insurance Co. PR Batch 00001.11.2020 Short Term Disability PR Batch 00001.11.2020 Life and AD and D ER PR Batch 00001.11.2020 Long Term Disability Insurance Adjustment Life and AD and D ER PR Batch 00001.12.2020 Long Term Disability PR Batch 00001.12.2020 Life and AD and D ER	12/10/2020 PR Batch 00001.11.2020 Sho PR Batch 00001.11.2020 Life PR Batch 00001.11.2020 Lon PR Batch 00001.12.2020 Lon PR Batch 00001.12.2020 Life	1,200.18 689.00 868.91 -39.07 850.99 676.00
			Total for Check Number 10609:	4,246.01
10610	SBCERA 20201211PP25 20201211PP25 20201211PP25 20201211PP25 20201211PP25	SBC Employees' Retirement Association Batch # 10451 PP25 SBCERA EE Safety Tier1 Batch # 10451 PP25 SBCERA ER Contributor PR Batch 00001.12.2020 SBCERA ER Adjustme Batch # 10451 PP25 SBCERA EE Tier 2 PR Batch 00001.12.2020 SBCERA EE General	12/10/2020 PR Batch 00001.12.2020 SBC PR Batch 00001.12.2020 SBC PR Batch 00001.12.2020 SBC PR Batch 00001.12.2020 SBC PR Batch 00001.12.2020 SBC	13,583.79 100,049.12 1,105.72 13,385.95 389.62

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20201211PP25	PR Batch 00001.12.2020 Survivor SBCERA Em	PR Batch 00001.12.2020 Surv	25.65
	20201211PP25	Batch # 10451 PP25 Survivor SBCERA ER	PR Batch 00001.12.2020 Surv	25.65
	20201211PP25	Batch # 10451 PP25 SBCERA ER Cont. T2 Lin	PR Batch 00001.12.2020 SBC	3,074.94
	20201211PP25	Batch # 10451 PP25 SBCERA EE Adjustment	PR Batch 00001.12.2020 SBC	346.25
			Total for Check Number 10610:	131,986.69
10611	USBank	US Bank Corporate Payment Systems	12/10/2020	
	20201125	Charter billing		284.97
	20201125	Staff Vehicle Tax & registration-Willis		5,833.00
	20201125	FDAC Membership		25.00
	20201125	Station 282 TV		1,189.31
	20201125	Uniforms-A/O Operator		119.88
	20201125	uniforms-Boots		531.15
	20201125	Strike team travel Hotels -car - North fire-Luna-l		4,071.99
	20201125	Billing platforms-Midore-Zoom Microsoft		440.51
	20201125	Strike team travel Fuel		651.85
	20201125	Blue Card-Red Helmet-Target solutions		510.00
	20201125	Strike Team Travel Meals		1,043.37
	20201125	Stamps Monthly		24.99
	20201125	DOJ Recruitment		100.00
	20201125	Station 282 Kitchen faucet		95.90
	20201125	UPS Cert Letters		130.05
	20201125	Employee appreciation/flowers		80.79
			Total for Check Number 10611:	15,132.76
10612	NAPA BB	NAPA Auto Parts	12/15/2020	
	518836	MA-282C ATP Kit, Oil Filter, Oil, Washer Fluid		236.77
	518905	MA-282C MAXLIFE HM ATF		64.63
			Total for Check Number 10612:	301.40
10613	AdminSvc	Administrative Services Inc	12/15/2020	
	11318936	Copier Lease		694.03
			Total for Check Number 10613:	694.03
10614	55BBCSD	Big Bear City CSD	12/15/2020	
	721	Rebel Oil Fuel Ambulance Portion		1,096.40
	721	Rebel Oil Fuel Fire Portion		1,458.19
			Total for Check Number 10614:	2,554.59
10615	Butc	Butcher's Block & Building Material	12/15/2020	
	891456	Mini Wire Brush		1.17
			Total for Check Number 10615:	1.17
10616	Charter	Charter Communications	12/15/2020	
	0216731121120	FS281 Business Voice/Grant Phone		102.10
			Total for Check Number 10616:	102.10
10617	ConnPump	Connelly Pumping Services LLC	12/15/2020	
	23810	FS284 Holding Tank Pumping Services		190.00
			Total for Check Number 10617:	190.00
10618	DAC	DAC Automated Gates & Garage Doors LI	12/15/2020	
	1281	FS281 Engine Bay Door Repair		2,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10618:	2,500.00
10619	DIY 6352	DIY Home Center COVID Storage Supplies for Perishables	12/15/2020	33.86
			Total for Check Number 10619:	33.86
10620	Image200 409897	Image 2000 Copier Toner	12/15/2020	20.54
			Total for Check Number 10620:	20.54
10621	LifeAssi 1057575 1057740 1058368	Life Assist Inc 4/Flow Meters and 2/Brass O2 Regulators 2/Brass O2 Regulators, 2 DISS and Liter Flow 10 btl/50 Test Strips;10/Shears; 2 Traction Splir	12/15/2020	207.53 426.26 304.18
			Total for Check Number 10621:	937.97
10622	Oakstone 220951816	Oakstone Bar & Grill Inc COVID Perishables	12/15/2020	2,614.65
			Total for Check Number 10622:	2,614.65
10623	Quill 12413623 12413623 12818622	Quill Corporation COVID Sanitize Supplies Markers and Highlighters 12/Bankers Boxes, 8/Boxes Staples, 3/Boxes 9x1	12/15/2020	142.16 69.33 123.57
			Total for Check Number 10623:	335.06
10624	NAPA 072007 072099 072416	Superior Automotive Warehouse MA-293 Door Jam Switch C2800 Liftgate Support T-281 6/Lamps	12/15/2020	31.84 92.13 96.91
			Total for Check Number 10624:	220.88
10625	CounTeam 77806	The Counseling Team International Employee Support Services	12/15/2020	500.00
			Total for Check Number 10625:	500.00
10626	MountBev 28909	Mountain Beverage Service Beverage Supplies/Services	12/16/2020	229.00
			Total for Check Number 10626:	229.00
10627	AllStar 228457	All Star Fire Equipment 35/ABS Breathing Systems (2018 Editions) and .	12/16/2020	226,240.63
			Total for Check Number 10627:	226,240.63
10628	Thomgas 3115338647	AmeriGas Baldwin FS Propane	12/16/2020	594.95
			Total for Check Number 10628:	594.95
10629	BDM 7800	BDM International Billing & Recovery Ser Ambulance Billing Recovery Service	12/16/2020	1,664.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10629:	1,664.96
10630	55BBCSD 724 724	Big Bear City CSD Rebel Oil Fuel Charges Ambulance Portion Rebel Oil Fuel Charges Fire Portion	12/16/2020	1,263.80 1,343.66
			Total for Check Number 10630:	2,607.46
10631	Butc 892583 892891	Butcher's Block & Building Material FS285 Door Screws FS281 Various Grades Sandpaper and Hardware	12/16/2020	0.73 28.07
			Total for Check Number 10631:	28.80
10632	ChocHeal 19003472	CHOC Health Alliance Ambulance Billing Overpayment Acct 19003472	12/16/2020	220.80
			Total for Check Number 10632:	220.80
10633	CrossCom 2020-9-25	Cross Connections Mobile Communication	12/16/2020	462.41
			Total for Check Number 10633:	462.41
10634	EntRovin 0155602-IN	Entenmann-Rovin Co 24/Sworn Fire Personnel Badges	12/16/2020	2,168.28
			Total for Check Number 10634:	2,168.28
10635	BBTract 11650 11690	Clifford C Fowler Tire Chains 2/H.T. Chains Tire Chains 15/L.T. Chains 10/H.T. Chains	12/16/2020	268.08 5,357.49
			Total for Check Number 10635:	5,625.57
10636	Galls BC1245997 BC1249180	Galls LLC Mens EMS Pants/Mens Responder Parka Womens EMS Pants/Mens Responder Parka	12/16/2020	368.17 368.17
			Total for Check Number 10636:	736.34
10637	HutchinD 12152020 12152020A 12152020B	Dawn Hutchinson Mutual Aid Reimbursement Dolan Fire 09/21-23 Mutual Aid Reimbursement Lake Fire 08/13-23/ Mutual Aid Reimbursement Creek Fire 09/24/20	12/16/2020	159.28 172.50 115.00
			Total for Check Number 10637:	446.78
10638	CurrPete 12142020 12142020A	Pete Curran Mutual Aid Reimbursement Mt.View Fire 11/18- Mutual Aid Reimbursement Bobcat Fire 09/28/20	12/16/2020	506.00 78.20
			Total for Check Number 10638:	584.20
10639	Rim 12092020	Rim Forest Lumber Chainsaw Parts/Supplies	12/16/2020	2,203.39
			Total for Check Number 10639:	2,203.39
10640	UnitHeal 20152250	United Healthcare Ambulance Service Overpayment Acct 20152250	12/16/2020	296.14



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10640:	296.14
10641	NAPA BB 520001	NAPA Auto Parts T-281 Mounting Brackets	12/22/2020	3.00
			Total for Check Number 10641:	3.00
10642	Ability 20M-019341	Ability Network Inc. Ambulance Billing Service	12/22/2020	198.45
			Total for Check Number 10642:	198.45
10643	BadBear 1220026	Bad Bear Sportswear Class B Uniform Stock	12/22/2020	1,110.90
			Total for Check Number 10643:	1,110.90
10644	BVElect 12222020 12222020A 12222020B	Bear Valley Electric Moonridge FS Elect Service FS282 Electric Service FS282 Aux Bldg Electric Service	12/22/2020	77.70 778.74 114.48
			Total for Check Number 10644:	970.92
10645	BBLUrgen MCDJA12032020	Big Bear Lake Urgent Care DMV Physical	12/22/2020	120.00
			Total for Check Number 10645:	120.00
10646	Butc 893180	Butcher's Block & Building Material C-2800 12 pkgs Velcro Straps and Strips	12/22/2020	55.90
			Total for Check Number 10646:	55.90
10647	CAJPIA PRIM01744	California JPIA 2nd Installment Workers' Comp Program	12/22/2020	330,715.00
			Total for Check Number 10647:	330,715.00
10648	Charter 0321562121020	Charter Communications FS284 Business Voice/Internet	12/22/2020	144.97
			Total for Check Number 10648:	144.97
10649	DAC 1282	DAC Automated Gates & Garage Doors LL FS282 Garage Door Springs Replacement	12/22/2020	1,100.00
			Total for Check Number 10649:	1,100.00
10650	DIY 6436 6438 6521 6522 6540 6548	DIY Home Center MA283 Hardware 3/2pk Light Bulbs & Hardware FS283 5W30 Pennzoil/Carb Cleaner FS281 3/Pumice Toilet Bowl Remover MA281 Hardware FS283 Shelves/Hardware/Glue	12/22/2020	11.76 35.42 10.65 31.97 4.64 106.35
			Total for Check Number 10650:	200.79
10651	FiSafety 28229	Firefighters Safety Center 3/Workrite Black BDU Pants	12/22/2020	594.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10651:	594.93
10652	LifeAssi 1059149 1059314	Life Assist Inc 2/Slishman Traction Splints 9/100 Pull-Tight Seal, Numbered, Red Bags	12/22/2020	404.92 242.05
			Total for Check Number 10652:	646.97
10653	MountWat 4757-1694	Mountain Water Company 2/Water Disp Rentals & 2/5-Gallon Waters	12/22/2020	24.00
			Total for Check Number 10653:	24.00
10654	Amazon 433343743679 434874966687 437556946494 439888564748 445786357575 458567589394 464878358744 466633685678 468649558376 468735374839 473876566355 483898683767 535854777347 553465737563 564436587684 568389559344 573949389557 577543339474 578949483656 584958683798 636473674759 637779753557 643798435364 646483554796 646675464663 647658369397 668588994996 675736767486 695994699496 738448886634 749768975957 758977694974 833697434943 845336385465 849449839777 853696693978 869593558976 875799697695 933943949363 953857846558 956938396848 993656596375 998434395847	Syncb/Amazon Webcam w/Microphone Morvat Heavy Duty Brass Garden ViewSonic 24" LED Holster Combo Phone Case 3 units/12 oz Solo Bistro Cups C-2800 4/Roll-up Organizer Bags Surface Pro Stylus C-2800 4/Upright Storage Bags Monochrome Laser Printer 2 Pack USBs C-2800 12v Refrigerator Freezer 2 units/12 oz Solo Bistro Cups Leviton 5278-FWP 15 Amp 125V Fit Testing Respirator Accessories C-2800 Garmin Overlander Refund C-2800 12-Volt Adapter FS285 Generator/Battery Tender + Charger C-2800 Cabinet Magnets Refund Fit Testing 3M TM Sweet Solution Deutsch 518 PCS DT Connector 2020 Tahoe Cowl Vent Fit Testing 3M FT-31 Replacement Pen for Surface 12 Volt Defender DC iPhone Charger Logitech Wireless Keyboard C-2800 Caseling Hard Epson Case Fit Testing 3M Sensitivity Solution Samsung T7 Touch Portable SSD APC UPS Battery Replacement Gilmour Pro Commer 6/Laundry Detergent, Microfiber Appli QEP 8" Replacement 3 Pack USBs, USB Car Charger C-2800 4G Antenna Adapter Display Port to HDMI Cable 10' Heat Shrink Tubing Kit 6/Dishwasher Detergent Gel Hella 004532161 '4532 Series' Refund C-2800 Dual Band FiFi 2.4GHz	12/22/2020	17.20 25.84 235.18 12.81 248.73 56.00 32.30 1,074.38 172.39 8.93 669.21 165.82 59.98 24.70 754.24 -10.76 7.38 53.82 15.07 -12.90 42.01 323.24 35.90 26.89 27.23 69.93 10.76 26.93 13.76 40.95 107.74 38.24 110.52 110.67 8.98 59.43 8.29 46.52 11.41 35.22 51.57 -49.12 12.92
			Total for Check Number 10654:	4,780.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10655	TireHub 15217361 15396692	Tire Hub, LLC BC2806 4/Tires MA-281 & Ma-282A Tires	12/22/2020	843.10 2,826.81
Total for Check Number 10655:				3,669.91
10656	Waxie 79690668 79696911	Waxie Sanitary Supply Universal Roll Paper Towels No-touch Paper Towels, Trash Bags, Toilet Brusl	12/22/2020	135.17 510.71
Total for Check Number 10656:				645.88
10657	AmeriFid 20201211PP25 20201211PP25 20201211PP25 20201211PP25 20201222PP26 20201225PP26 20201225PP26	American Fidelity Assurance PR Batch 00001.12.2020 Am Fidelity After Tax PR Batch 00001.12.2020 Am Fidelity Pre Tax PR Batch 00001.12.2020 Long & Short Term Di PR Batch 00001.12.2020 Life Ins Flight PR Batch 00002.12.2020 Am Fidelity After Tax Insurance Adjustment PR Batch 00002.12.2020 Am Fidelity Pre Tax	12/22/2020 PR Batch 00001.12.2020 Am PR Batch 00001.12.2020 Am PR Batch 00001.12.2020 Lon PR Batch 00001.12.2020 Life PR Batch 00002.12.2020 Am PR Batch 00002.12.2020 Am PR Batch 00002.12.2020 Am	557.71 479.17 679.38 228.80 557.71 391.71 479.17
Total for Check Number 10657:				3,373.65
10658	AmeriFlex 20201211PP25 2087847PP26	American Fidelity Assurance Company PR Batch 00001.12.2020 Am Fidelity FSA Full PR Batch 00002.12.2020 Am Fidelity FSA Full	12/22/2020 PR Batch 00001.12.2020 Am PR Batch 00002.12.2020 Am	372.91 372.91
Total for Check Number 10658:				745.82
10659	02ChildS 20000000022PP26	CA State Disbursement Unit 20000000222045 McCurdy California State Dist	12/22/2020 PR Batch 00002.12.2020 Cali	307.38
Total for Check Number 10659:				307.38
10660	02ChildS 20000000133PP26	CA State Disbursement Unit 200000001333095 Harold California State Disbu	12/22/2020 PR Batch 00002.12.2020 Cali	424.61
Total for Check Number 10660:				424.61
10661	Lincoln 20201225PP26 20201225PP26 20201225PP26 20201225PP26	Lincoln National Life Insurance Co (5H-26 PR Batch 00002.12.2020 Lincoln Roth Flat Amo PR Batch 00002.12.2020 Lincoln 457 Flat Amou PR Batch 00002.12.2020 Lincoln 457 Percentag PR Batch 00002.12.2020 Lincoln 457 Flat ER	12/22/2020 PR Batch 00002.12.2020 Linc PR Batch 00002.12.2020 Linc PR Batch 00002.12.2020 Linc PR Batch 00002.12.2020 Linc	175.00 2,620.52 516.54 4,575.22
Total for Check Number 10661:				7,887.28
10662	MidAmeri 20201225PP26	MidAmerica Admin & Retirement Solution PR Batch 00002.12.2020 Apple 457 Paid Call Pe	12/22/2020 PR Batch 00002.12.2020 App	405.10
Total for Check Number 10662:				405.10
10663	NatRetSo 20201225PP26 20201225PP26 20201225PP26 20201225PP26	Nationwide Retirement Solution PR Batch 00002.12.2020 Nationwide Roth Flat PR Batch 00002.12.2020 Nationwide Roth Perce PR Batch 00002.12.2020 Nationwide Flat Amou PR Batch 00002.12.2020 Nationwide Percentage	12/22/2020 PR Batch 00002.12.2020 Nati PR Batch 00002.12.2020 Nati PR Batch 00002.12.2020 Nati PR Batch 00002.12.2020 Nati	30.00 287.90 2,580.00 1,745.61
Total for Check Number 10663:				4,643.51
10664	SBCProFF 20201225PP26	San Bernardino County Professional Firefig PR Batch 00002.12.2020 Union Dues Local 935	12/22/2020 PR Batch 00002.12.2020 Unic	2,840.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 10664:				2,840.70
10665	SBCERA 20201225PP26 20201225PP26 20201225PP26 20201225PP26 20201225PP26 20201225PP26 20201225PP26 20201225PP26	SBC Employees' Retirement Association PP26 Batch #10452 SBCERA EE General Tier1 PR Batch 00002.12.2020 Survivor SBCERA ER PP26 Batch #10452 Survivor SBCERA Employ PR Batch 00002.12.2020 SBCERA EE Safety Ti PR Batch 00002.12.2020 SBCERA ER Cont. T2 PR Batch 00002.12.2020 SBCERA ER Contribu PP26 Batch #10452 SBCERA EE Tier 2 Insurance Adjustment PP26 Batch #10452 Survi	12/22/2020 PR Batch 00002.12.2020 SBC PR Batch 00002.12.2020 Surv PR Batch 00002.12.2020 Surv PR Batch 00002.12.2020 SBC PR Batch 00002.12.2020 SBC PR Batch 00002.12.2020 SBC PR Batch 00002.12.2020 SBC	389.62 25.65 25.65 11,071.49 2,164.35 89,525.83 13,175.86 2.70
Total for Check Number 10665:				116,381.15
10666	Texas 20201211PP25	Texas Life Insurance Company PR Batch 00001.12.2020 Texas Life Ins Post Tax	12/22/2020 PR Batch 00001.12.2020 Texa	164.44
Total for Check Number 10666:				164.44
10667	BVElect 12282020	Bear Valley Electric FS285 Electric Service	12/29/2020	300.43
Total for Check Number 10667:				300.43
10668	BBCarpet 12282020A	Big Bear Carpet Cleaning FS281 Adm Office Carpet/Chair Cleaning	12/29/2020	722.00
Total for Check Number 10668:				722.00
10669	Butc 893910 894265 894266 894740	Butcher's Block & Building Material Galv Brad 1/2x19 Peg Bin & Combo Lockset Doug Fir SSS 1-1/2x3 1/2x8 Peg Bin Credit Return	12/29/2020	2.14 94.74 10.44 -51.66
Total for Check Number 10669:				55.66
10670	Charter 0148579122620 0153686122720 0153702122720 0223364122820	Charter Communications FS281 Business TV FS282 Business Voice FS281 Business Voice FS281 Business Internet	12/29/2020	108.06 519.83 519.83 1,374.00
Total for Check Number 10670:				2,521.72
10671	DIY 6436/22 6540/22 6570 6636	DIY Home Center ME-283 Hardware MA-281 Hardware FS282 5/Dish Pans,3/Drawer Orgs, 4 Tier Shelve FS281 Moen Part/Tubes Stem Lube	12/29/2020	11.76 4.64 154.09 18.89
Total for Check Number 10671:				189.38
10672	Frontier 12292020 12292020A 12292020B	Frontier Communications FS282 Aux Bldg Phone Service FS283 Phone Service FS282 Phone Service	12/29/2020	40.17 193.55 41.86
Total for Check Number 10672:				275.58
10673	LifeAssi	Life Assist Inc	12/29/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1060331	600/4x4Sukal Sponges, 24/5x9 Cold Packs		96.58
			Total for Check Number 10673:	96.58
10674	RenisImg 12282020B	Renaissance Imaging Medical Associates Employment Xrays	12/29/2020	61.00
			Total for Check Number 10674:	61.00
10675	SamEnt 38677	Sam's Enterprises Fleet Shop Supplies Welding Gas	12/29/2020	565.92
			Total for Check Number 10675:	565.92
10676	SWGAS 12282020C 12282020D 12282020E 12282020E 12282020F 12282020G 12282020H 12282020I 12282020J	Southwest Gas Corporation FS281 Natural Gas Services FS282 Natural Gas Services FS283 Natural Gas Services FS282 Aux Bldg Natural Gas Services FS285 Natural Gas Services Boulder Bay FS Natural Gas Services Moonridge FS Natural Gas Services Training Facility #B Natural Gas Services Training Facility #C Natural Gas Services	12/29/2020	1,101.96 780.47 175.25 183.63 157.03 138.60 227.95 10.19 106.98
			Total for Check Number 10676:	2,882.06
10677	NAPA 072251 072286 072487 072523 072605 072777 073002 073089 073341	Superior Automotive Warehouse WT-281 4/Marker L C2800(2991) Shaft Refund T-281 6/Lamps 1/Sound Unit Repair Kit T-281 2/Cross View Convex Mir MA-282A Crankcase Filter WT-281 2/LED M C Lamp ME-281 2/Oil Caps ME-283 Exhaust Hanger MA-282 NAPA Filter	12/29/2020	68.20 -103.06 100.51 96.22 125.25 29.44 21.19 10.33 12.23
			Total for Check Number 10677:	360.31
10678	Teleflex 9503380443	c/oTeleflex Funding,LLC Teleflex,LLC 5/EZ-IO 15mm Needles	12/29/2020	605.13
			Total for Check Number 10678:	605.13
10679	TriTech 301849	TriTech Software Systems Ambulance Billing Platform	12/29/2020	577.48
			Total for Check Number 10679:	577.48
10680	VeriWire 9868991700	Verizon Wireless Department Wireless Phone Service	12/29/2020	2,559.41
			Total for Check Number 10680:	2,559.41
			Report Total (285 checks):	1,811,774.83

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**BIG BEAR FIRE AUTHORITY  
MINUTES FOR THE MEETING OF  
DECEMBER 1, 2020**

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A Regular Meeting of the Big Bear Fire Authority was called to order by Chairman Green at 5:09 p.m., Tuesday, December 1, 2020, via Teleconference pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20.

**OPEN SESSION**

Moment of Silence: Observed

Board Members Present: Chairman John Green  
Vice Chairman David Caretto  
Director Bob Jackowski (arrived at 5:14 p.m.)  
Director Bill Jahn  
Director Rick Herrick  
Director Karyn Oxandaboure  
Director Randall Putz  
Director John Russo  
Director Larry Walsh  
Director Al Ziegler

Board Members Absent: None

Others Present: Fire Chief Jeff Willis  
Assistant Chief/Fire Marshal Mike Maltby,  
Board Secretary Dawn Marschinke,  
Senior Finance Officer Kristin Mandolini,  
Authority Counsel Joseph Sanchez

**OPEN SESSION**

**ANNOUNCEMENTS & UPCOMING EVENTS**

The Fire Authority's Administrative Office will be closed on the following dates:

- Thursday and Friday, December 24 and 25, 2020, in observance of Christmas and will re-open at 8:00 a.m. on Monday, December 28, 2020.
- Thursday and Friday, December 31, 2020, and January 1, 2021, in observance of New Year's, and will reopen on Monday, January 4, 2021.
- Monday, January 18, 2021, in observance of Martin Luther King Jr. day and will reopen on Tuesday, January 19, 2021.

## **PRESENTATIONS**

1. Recognition for Years of Service on the Board of Directors
  - Director Bill Jahn
  - Director Bob Jackowski

Speaker: Fire Chief Jeff Willis

## **EMAILED PUBLIC COMMUNICATIONS**

Board Secretary Dawn Marschinke reported she had received one email before the deadline; it is as follows:

- From Matt Fonda:

The idea of not exploring all options for fire protection is not in the best interest of the community. The fire department is operating with as few as 12 firefighters on per day and the low cost model that they are working towards would decrease the number down to nine. This staffing is worse than when both departments were separate and providing service independently. These levels are critically low and put the community at risk.

On most days in Sugarloaf the staffing on trash trucks equals the staffing on a fire truck. Two man staffing is dangerous, ask about the recent fire in Sugarloaf, and despite the short term fixes by fire admin adequate staffing of equipment is happening no time soon.

Is local control so important that you would put the residents you were elected to represent at risk to maintain it. See what options there are with an RFP, the staffing levels could drastically improve for the same or less cost, or maybe they couldn't, but right know we don't know. There is a great chance the county could provided much better staffing and new equipment at a reduced price and without fp5.

Do not turn your back on the residents and visitors of this valley by not exploring all possible options for fire protection.

## **DIRECTORS' GENERAL ANNOUNCEMENTS**

Director Herrick acknowledged Director's Jahn and Jackowski's contributions to the Fire Authority. He commented that we went through some very interesting times with the Fire Protection District and the Fire Authority. We have come a long way. Director Jahn's leadership has been phenomenal, as well as Director Jackowski's input that has been incredible. He is a businessman and has done things as a business-person. He wants to say personally, thank you very much for the work you have done for the Fire Department.

Chairman Green thanked Director's Jahn and Jackowski. He stated that we have been through a lot together. There have been a lot of changes since we first started this. He does not think the Department would be where it is without the input from both of them.

### **CHIEF'S REPORT**

None

### **FINANCE OFFICER'S REPORT**

**Speaker:** Kristin Mandolini, Senior Finance Officer

The year-to-date Financial Report through October 2020 was presented.

### **CONSENT CALENDAR**

**FA1. Approval of Demands – Check Issue Date 09/01/20 through 10/31/20 in the amount of \$1,924,818.35**

**FA2. Approval of Meeting Minutes from the October 6, 2020 Regular Meeting of Big Bear Fire Authority**

Item was pulled from Consent.

**FA3. Approval of Meeting Minutes from the November 19, 2020 Special Meeting of Big Bear Fire Authority**

**FA4. Receive and File Big Bear Fire Department Monthly Activity Reports for September and October 2020**

**FA5. Big Bear Fire Authority FY2019-20 Audited Financial Report**

Board consideration to accept, receive and file FY2019-20 Audited Financial Report.

Item was pulled from Consent.

**Action:** Motion by Director Jahn, seconded by Vice Chairman Caretto to approve the remainder of Consent Calendar as follows:

AYES: Ziegler, Caretto, Herrick, Jackowski, Jahn, Oxandaboure, Putz, Russo, Walsh, and Green

NOES: None



ABSENT: None  
ABSTAIN: None

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**FA2. Approval of Meeting Minutes from the October 6, 2020 Regular Meeting of Big Bear Fire Authority**

Director Walsh had a correction for the Minutes of October 6, 2020. Under Director's General Announcements, third paragraph, change "diesel engine" to "diesel generator."

**FA5. Big Bear Fire Authority FY2019-20 Audited Financial Report**

Board consideration to accept, receive and file FY2019-20 Audited Financial Report.

Director Herrick had questions about pension liability that he would talk to staff about offline.

**Action:** Motion by Director Herrick, seconded by Vice Chairman Caretto to approve Items FA2 Minutes as corrected, and FA5 as follows:

AYES: Walsh, Ziegler, Caretto, Herrick, Jackowski, Jahn, Oxandaboure,  
Putz, Russo, and Green  
NOES: None  
ABSENT: None  
ABSTAIN: None

**PUBLIC HEARINGS**

None

**NEW BUSINESS**

**BIG BEAR FIRE AUTHORITY DISCUSSION ITEMS**

**FA6. Memorandum of Understanding Between the Big Bear Fire Authority and the Big Bear Professional Firefighters' Association, I.A.F.F. – Local 935**

Board consideration of approving the proposed Memorandum of Understanding between the Big Bear Professional Firefighters Association and the Big Bear Fire

Authority with an effective date of January 1, 2021 and an ending date of December 31, 2023.

Speaker: Fire Chief Jeff Willis

**Action:** Motion by Director Jahn; seconded by Director Ziegler to approve staff recommendation approving the proposed Memorandum of Understanding between The Big Bear Professional Firefighters Association and the Big Bear Fire Authority with an effective date of January 1, 2021 and an ending date of December 31, 2023.

Staff responded to questions from board members. Board members provided comment.

Comment was made by a board member that after three years our firefighters will be on par with other comparable agencies when comparing 2020 contracts. However, in three years, when comparing new 2023 contracts, they will likely be underpaid again.

Said motion was approved by the following vote:

AYES: Russo, Walsh, Ziegler, Caretto, Herrick, Jackowski, Jahn,  
Oxandaboure, Putz, and Green  
NOES: None  
ABSENT: None  
ABSTAIN: None

**FA7. Paid Time Off (PTO) Accrual Adjustments for Flight Nurses and Flight Paramedics and Ambulance Operators**

Board consideration of approving the proposed increase in Paid Time Off (PTO) accruals for ambulance operators and flight personnel, sufficient to support these non-safety employees working 24-hour shifts.

Speaker: Senior Finance Officer Kristin Mandolini

**Action:** Motion by Vice Chairman Caretto; seconded by Director Ziegler to approve staff recommendation increasing PTO accruals for ambulance operators and flight staff effective December 5, 2020.

Staff responded to questions from board members. Board members provided comment.

Said motion was approved by the following vote:

AYES: Putz, Russo, Walsh, Ziegler, Caretto, Herrick, Jackowski, Jahn, Oxandaboure, and Green  
NOES: None  
ABSENT: None  
ABSTAIN: None

**FA8. Draft Request for Proposal (RFP) for All-Risk Emergency Fire and Medical Services for Big Bear Fire Authority**

Board consideration of approving the Administrative Committee recommendation of the draft RFP.

Speaker: Chairman John Green

**Action:** Motion by Vice Chairman Caretto; seconded by Director Jahn to approve the Administrative Committee's recommendation to table the Request for Proposal (RFP) in its current form.

Staff responded to questions from board members. Board members provided comment.

Board members agreed that the draft RFP would be tabled, but would be available for consideration and updating, if in the future the Ambulance/Operator Staffing Model did not prove as successful as necessary. This Model allows the Department to work within its available revenue, as was the public message from the vote on Measure I.

Concern was expressed that if we do not issue the RFP, the community may have the false impression that another agency could do it better or cheaper. However, until the Department has the opportunity to fully develop the Ambulance Operator Model, going after two divergent outcomes could ultimately be harmful to the Ambulance Operator Model as the message being sent to personnel could be confusing.

Said motion was approved by the following vote:

AYES: Oxandaboure, Russo, Ziegler, Caretto, Herrick, Jahn, and Green  
NOES: Putz, Walsh, and Jackowski  
ABSENT: None  
ABSTAIN: None

**FA9. Fire Authority Board Reorganization - Selection of the Chair and Vice Chair**

Board nominations and selection of Chair and Vice Chair, who will serve for a period of one year.

Speaker: Chairman John Green

Chairman Green called for nominations for Vice Chairman to serve for a period of one year.

**Action:** Director Herrick nominated Vice Chairman Caretto to serve as Chairman for a period of one year; seconded by Director Putz and was approved by the following vote:

AYES:	Jahn, Oxandaboure, Putz, Russo, Walsh, Ziegler, Caretto, Herrick, Jackowski, and Green
NOES:	None
ABSENT:	None
ABSTAIN:	None

Chairman Caretto called for nominations for Vice Chairman to serve for a period of one year.

**Action:** Director Ziegler nominated Director Green to serve as Vice Chairman for a period of one year; seconded by Director Oxandaboure and was approved by the following vote:

AYES:	Jackowski, Jahn, Oxandaboure, Putz, Russo, Walsh, Ziegler, Caretto, Herrick, and Green
NOES:	None
ABSENT:	None
ABSTAIN:	None

### **COMMITTEE REPORTS**

A Fire Authority Administrative Committee Meeting was held on November 24, 2020, represented by Chairman Green, Vice Chairman Caretto, Director Herrick, and Director Ziegler.

### **DIRECTORS' CLOSING COMMENTS**

Director Jahn thanked his fellow board members for their support over the years. He stated that we have come a long way and he could not be more pleased with the progress. He enjoyed working with everyone. He also thanked the Fire Chief and staff. He looks forward to following the Department's successes.

Director Ziegler said that when he looks back through the years to when this Department was born and he looks at the people at both ends of the jurisdiction, they got along so well, they did such a great job of running this bus.

**ADJOURNMENT**

There being no further business to come before the Fire Authority at this session, Chairman Caretto adjourned the meeting at 6:29 p.m.

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Dawn E. Marschinke, Board Secretary

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**BIG BEAR FIRE AUTHORITY**  
**CORRECTED MINUTES FOR THE MEETING OF**  
**DECEMBER 11, 2020**

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A Special Meeting of the Big Bear Fire Authority was called to order via teleconference by Chairman Green at 3:32 p.m., Friday, December 11, 2020, pursuant to Governor Newsome's Executive Order N-25-20 and N-29-20.

**OPEN SESSION**

Board Members Present:                      Chairman ~~John Green~~David Caretto  
Vice Chairman ~~David Caretto~~John Green  
Director Bob Jackowski (joined meeting at 4:00 p.m.)  
Director Bill Jahn  
Director Rick Herrick  
Director Karyn Oxandaboure  
Director Randall Putz  
Director John Russo  
Director Larry Walsh  
Director Al Ziegler

Board Members Absent:                      None

Others Present:                                  Jeff Willis, Fire Chief  
Dawn Marschinke, Board Secretary for Open Session Only

**EMAILED PUBLIC COMMENTS FOR CLOSED SESSION**

Board Secretary Marschinke read the following letter received from Bob Ybarra, Past President, Sugarloaf Property Owners Association.

Board members,

I would like to state that I am in total support of our Fire Chief, Jeff Willis. As you discuss his six-month evaluation, I would like you to consider these facts that have occurred over these last six months:

With the defeat of Measure I in March, the community overwhelmingly stated that it did not want any new taxes and that the Fire Dept needed to work within its budget. Having been given this directive,

Chief Willis worked with his staff and the Firefighters Union to modify its operation.

As a result, it is very clear that this plan has been working. The citizens are receiving emergency services as needed, and staff has been reduced, allowing the Dept to function within budget.

That being said, I believe our Fire Chief should receive a unanimous vote of confidence as to his performance during this closed meeting.

I also believe that you should go back to previous years and do his review yearly, instead of bi-yearly. I believe the Chief has proven his leadership and willingness to change to satisfy the citizens of this valley. An extra evaluation hearing is only a waste of taxpayer funds. You always have an option to call a Special Meeting if the situation changes, and an evaluation is deemed necessary.

Thank you,

Bob Ybarra -  
Past President of the Sugarloaf Property Owners Association.

### **CLOSED SESSION**

#### **1. Public Employee Performance Evaluation (Government Code §54957) Title: Fire Chief**

At the hour of 3:35, p.m., the Board adjourned to Closed Session.

At the hour of 4:30, p.m., the Board adjourned Closed Session.

### **REPORT ON CLOSED SESSION**

None

### **ADJOURNMENT**

There being no further business to come before the Fire Authority at this session, Chairman Green adjourned the meeting at 4:30 p.m.

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Dawn E. Marschinke, Board Secretary



## INTEROFFICE MEMO

### Big Bear Fire Authority

**DATE:** December 17, 2020

**TO:** Chairman and Members of the Fire Authority Board

**FROM:** Jeff Willis, Fire Chief *JW*

**PREPARED BY:** Dawn Marschinke, Board Secretary *DM*

**SUBJECT: FIRE DEPARTMENT MONTHLY ACTIVITY REPORT  
NOVEMBER 2020**

#### 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

		<b>Current Month</b>	<b>Calendar Year to Date</b>
1.2.1	Fire Calls, Hazardous Conditions, Service Calls	134	1,770
1.2.2	Rescue/Medical Calls	279	2,978
1.2.3	Medical Flight Missions	38	371
1.2.4	Training Class Summary (hours)	778.5	4,101
1.2.5	Plan Check/Fire Letter	10	74
1.2.6	Chipping Requests (2020 Suspended)	N/A	n/a
1.2.7	Trees Removed/Reimbursed thru Grant	1	74
1.2.8	Hazardous Tree Removal Notice to Proceed	2	29
1.2.9	1 <sup>st</sup> Abate Notice/Order	1	13
1.2.10	2 <sup>nd</sup> & Final Abate Notice/Order	1	2
1.2.11	Resolved Tree Abatement Issues	0	15
1.2.12	Hazard Abatement Notices Sent	(2019) 5,881	5,701 (2020 Final)



## **2. COMMUNITY RELATIONS**

- 2.1 November 11- The Department hosted a community blood drive at Station 281.

## **3. OPERATIONS**

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

- Keenan Products and FDAC (Fire Districts Association of California) Overview Meeting – November 3
- Big Bear Mountain Resorts Pre-Season Meeting – November 4
- Big Bear Fire Authority Ad Hoc Committee Meeting – November 9
- Big Bear Fire Department Chief’s Meeting – November 12
- Big Bear Fire Department Administrative Staff Meeting – November 16
- Big Bear Fire Authority BenefitBridge Planning Meeting – November 17
- Big Bear Fire Authority Special Board Meeting – November 19
- San Bernardino County Fire Operations Group – November 19
- Big Bear Fire Authority Administrative Committee Meeting – November 24
- Big Bear Fire Authority Quarterly Operations Meeting – November 30

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

- ICEMA (Inland Counties Emergency Medical Agency) Incident Audit November 3
- Big Bear Mountain Resorts Pre-Season Meeting – November 4
- Emergency Medical Services (EMS) Audit/NFRIS (National Fire Incident Reporting System) – November 9
- ICEMA Continuous Quality Improvement Leadership Team – November 10
- San Bernardino County EMS Officer’s Meeting – November 11
- Big Bear Fire Department Chief’s Meeting – November 12
- Charles Morton Memorial – November 15
- San Bernardino County Fire Chief’s Meeting – November 19
- Big Bear Fire Authority Quarterly Operations Meeting – November 30

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

- RTAC (Government Agency Regional Transportation Issues) – November 12
- Big Bear Fire Department Chief’s Meeting – November 12
- Big Bear Fire Authority Quarterly Operations Meeting – November 30

- 3.4 Battalion Ryan Harold attended the following meetings/training during the reporting month:

- Big Bear Fire Authority Quarterly Operations Meeting – November 30

#### **4. HEALTH AND SAFETY**

4.1 November - The following ad was placed:

- “Every Second Counts” The Grizzly Big Bear Now (see attached)

4.2 November - The following press release was issued:

- “Maple Lane Home Burns in Evening Fire” (see attached KBHR article)

#### **5. PERSONNEL**

None

#### **6. ADMINISTRATIVE STAFF TRAINING/CONFERENCES/SEMINARS**

None

#### **7. STRIKE TEAMS & DUTY COVERAGE FOR FIRE RESPONSE**

7.1 November 17-24 – Paid Call Division Chief Walker was on overhead assignment for the Mountain View Fire for Bureau of Land Management in Mono County.

7.2 November 18-24 – Fire Chief Willis and Paid Call Captain Curran were on overhead assignment for the Mountain View Fire for Bureau of Land Management in Mono County.

#### **8. MISCELLANEOUS**

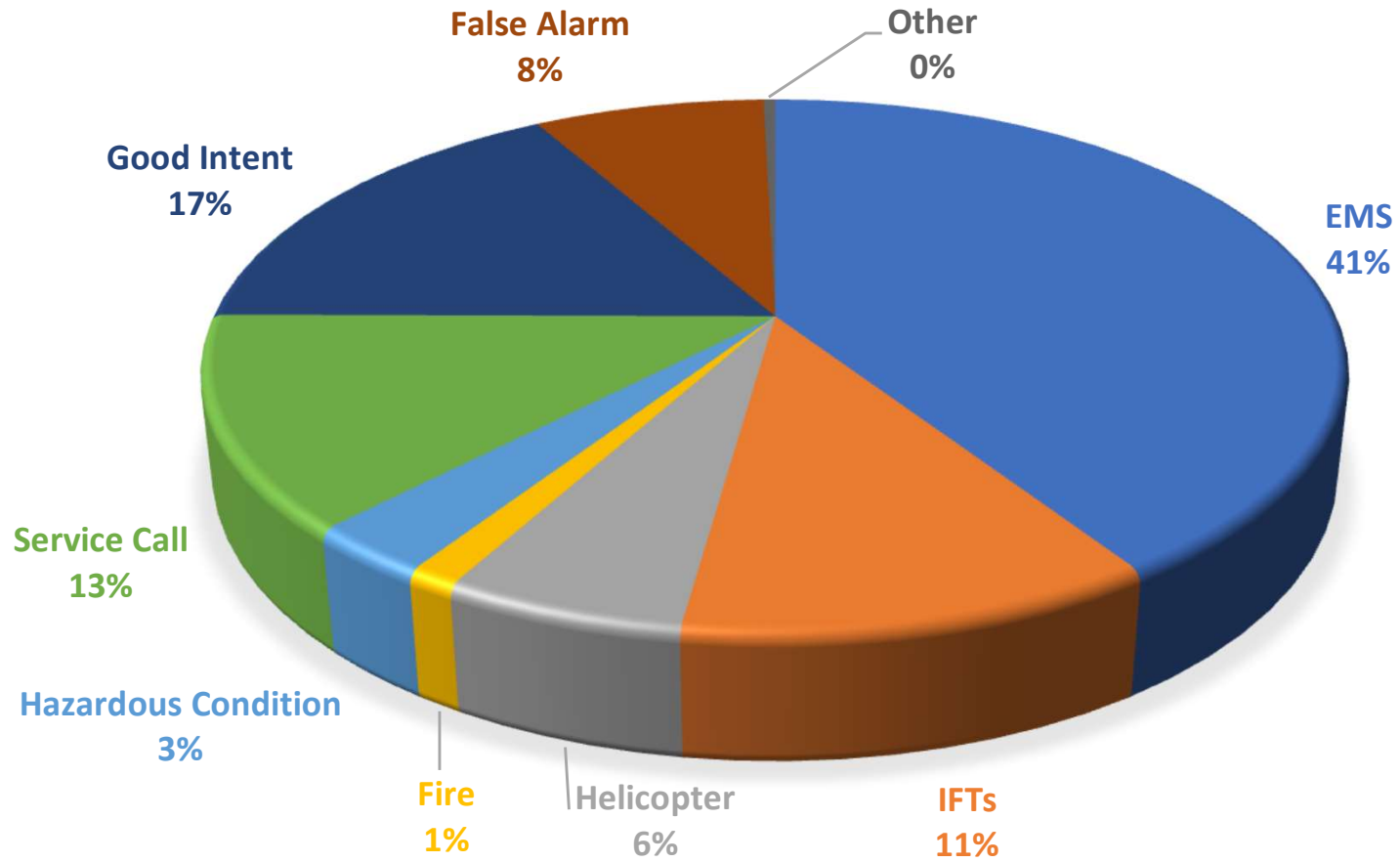
None

#### **9. CORRESPONDENCE**

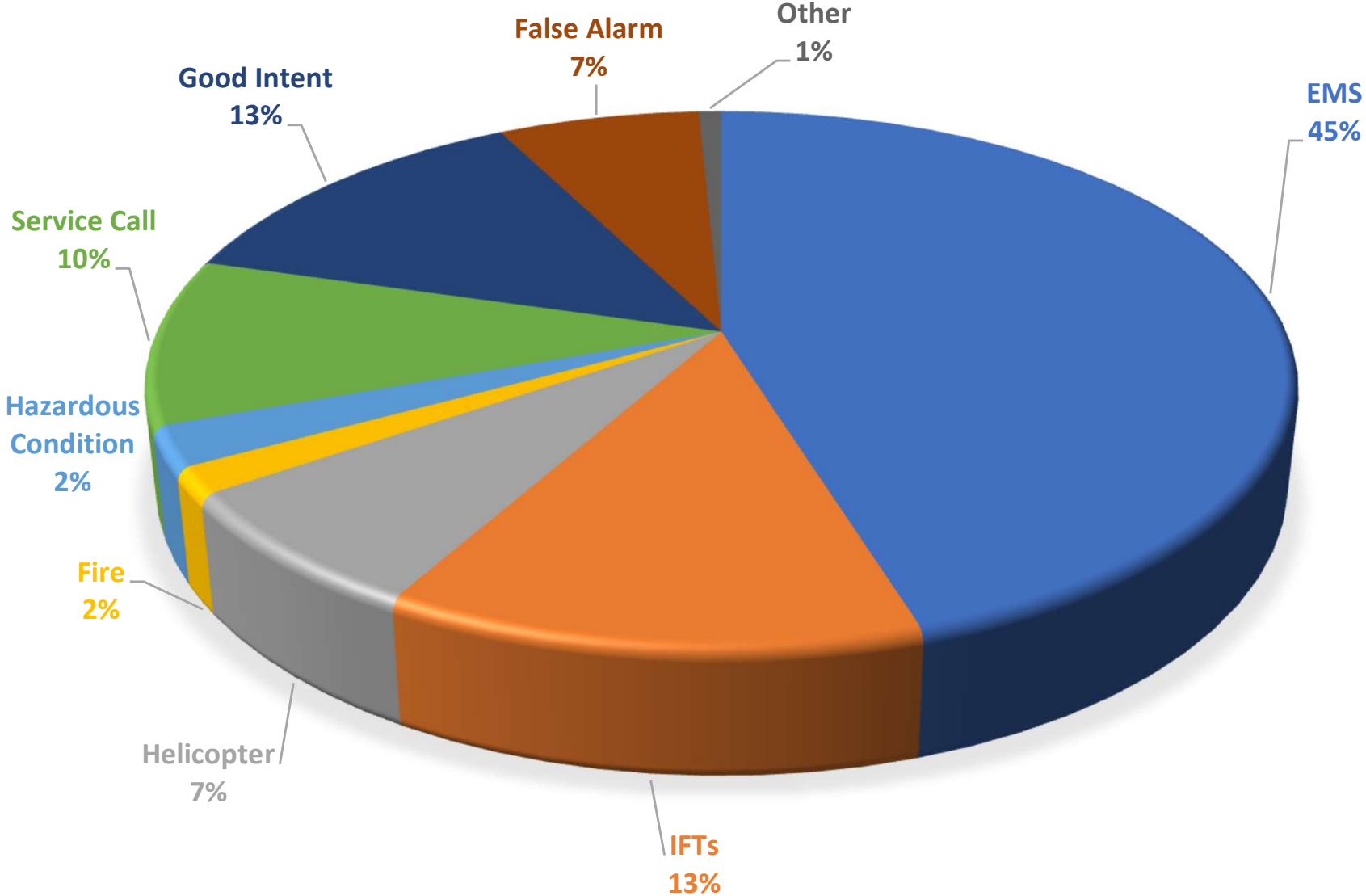
9.1 November 2020 – Letters were received from two students in Student Government at Skyline High School in Idaho Falls, ID, expressing their appreciation for the work that the firefighters do (see attached).

9.2 November 2020 – A note was received thanking the Department for all we do (see attached).

## NOVEMBER TOTAL INCIDENTS BY TYPE



# 2020 YTD TOTAL INCIDENTS BY TYPE



# Incident Type Report

11/01/2020 - 11/30/2020

1 Fire	Count	Est. Prop. Loss	Est. Content Loss	Total Est. Loss	%
100 - Fire, other	1				
111 - Building fire	1	200,000	10,000	210,000	98.59%
114 - Chimney or flue fire, confined to chimney or flue	1	0	0	0	0%
131 - Passenger vehicle fire	1	3,000	0	3,000	1.41%
151 - Outside rubbish, trash or waste fire	2	0	0	0	0%
154 - Dumpster or other outside trash receptacle fire	4	0	0	0	0%
<b>Incident Count</b>	<b>10</b>	<b>\$203,000</b>	<b>\$10,000.00</b>	<b>\$213,000.00</b>	<b>100.00%</b>

3 Rescue & Emergency Medical Service Incident	Count
300 - Rescue, EMS incident, other	1
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	193
322 - Motor vehicle accident with injuries	6
323 - Motor vehicle/pedestrian accident (MV Ped)	2
324 - Motor vehicle accident with no injuries.	4
Intrafacility Transfers	72
<b>Incident Count</b>	<b>279</b>

5 Service Call	Count
500 - Service call, other	2
522 - Water or steam leak	1
550 - Public service assistance, other	11
553 - Public service	5
554 - Assist invalid	5
561 - Unauthorized burning	7
<b>Incident Count</b>	<b>31</b>

4 Hazardous Condition	Count
400 - Hazardous condition, other	1
410 - Combustible/flammable gas/liquid condition, oth	1
412 - Gas leak (natural gas or LPG)	5
424 - Carbon monoxide incident	8
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	3
<b>Incident Count</b>	<b>19</b>

6 Good Intent Call	Count
600 - Good intent call, other	2
611 - Dispatched and cancelled en route	16
611A - Alarm: Dispatched & Cancelled Enroute	10
611E - EMS: Dispatched & Cancelled Enroute	7
611G - Veg Fire: Dispatched & Cancelled Enroute	2
611O - Other: Dispatched & Cancelled Enroute	1
611T - T/C: Dispatched & Cancelled Enroute	2
622 - No incident found on arrival at dispatch address	4
653 - Smoke from barbecue, tar kettle	1
<b>Incident Count</b>	<b>45</b>

# Incident Type Report

11/01/2020 - 11/30/2020

<b>7 False Alarm &amp; False Call</b>	<b>Count</b>
700 - False alarm or false call, other	17
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	4
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	3
<b>Incident Count</b>	<b>27</b>

<b>9 Special Incident Type</b>	<b>Count</b>
911 - Citizen complaint	2.00
<b>Incident Count</b>	<b>2</b>
<b>Total Incident Count</b>	<b>413</b>

# Training Summary Report

11/01/2020 - 11/30/2020

COMPANY TRAINING DOCUMENTATION	HOURS
Emergency Ops: Area Familiarization, Fire Suppression, Forcible Entry	9.00
Emergency Ops: Area Familiarization, Fire Suppression, Forcible Entry, Hose, Hydrants/Streets, Water Supply, Ladders, Pre/Post Incident	4.00
Emergency Ops: Area Familiarization, Fire Suppression, Forcible Entry, Hydrants/Streets, Water Supply, Pre/Post Incident	4.00
Emergency Ops: Fire Prevention, Fire Suppression, Hose, Hydrants/Streets, Water Supply, Pre/Post Incident	3.00
Emergency Ops: Ladders,Pre/Post Incident	4.00
Fire Prevention: Area Familiarization, Emergency Ops, Fire Suppression, Forcible Entry, Pre/Post Incident, Preventative Maintenance	3.00
Fire Suppression: Emergency Ops	6.00
Fire Suppression: Emergency Ops, SCBA, Technical Rescue	10.00
Fire Suppression	5.00
Forcible Entry: Emergency Ops, Physical Fitness	2.00
Ladders: Emergency Ops, Physical Fitness, Pre/Post Incident	6.00
Physical Fitness: Preventative Maintenance	26.50
SCBA	4.00
Technical Rescue: Emergency Ops, Pre/Post Incident	10.00
Technical Rescue: Fire Suppression	10.00
<b>TOTAL COMPANY TRAINING DOCUMENTATION HOURS</b>	<b>106.50</b>

MISCELLANEOUS	HOURS
Fire Suppression: Emergency Ops, Fire Pump, Forcible Entry, Hose,Hydrants/Streets , Water Supply, Ladders, SCBA	560.00
	37.00
Working in Extreme Temperatures	
	1.00
XBO COVID-19 OPS	
	1.00
XBO COVID-19 SAFETY DOCUMENTS	
S-190 Introduction to Wildland Fire Behavior	8.00
	38.00
NFPA 1500 Respiratory Protection	
NFPA 1500 Hazard Communication	1.00
	9.00
NFPA 1500 Confined Space Entry	
NFPA 1500 Bloodborne Pathogens Safety	1.00
NFPA 1001 Portable Extinguishers	1.00
	6.00
Hearing Conservation	
Driver Training Documentation	3.00
Facility Training Documentation	4.00
	2.00
Aerosol Transmissible Diseases	
<b>TOTAL MISCELLANEOUS</b>	<b>672.00</b>

<b>TOTAL TRAINING HOURS</b>	<b>778.50</b>
-----------------------------	---------------

382-2790. Do not attempt without knowing road and weather conditions.

## Fun in the Snow:

Snowboarding and skiing are the first activities people think of when it comes to snow. Snow Summit Ski Resort and Big Bear Mountain Resort offer rentals, ski and snowboard lessons, and dining. Hit the slopes and grab a bite without leaving the resorts.

One mountain perk is hiking in the snow. Guests who wish to enjoy the outdoors must purchase an Adventure Pass to park in recreation sites included on the San Bernardino National Forest. Hikers can purchase an Adventure Pass at the Visitor's Center and embrace the magic of hiking by being surrounded with the spirit of Christmas and the holidays. Popular winter hikes and snow play areas include the Alpine Pedal Path, the Cougar Crest Trail, the Woodland Trail and Aspen Glen Picnic Area.

Need a break from skiing but not the snow? Snowshoeing is great option. It's a wonderful workout in nature without the crowds of a gym or at the slopes. There are guided snowshoe tours through Action Tours. Rim Nordic Ski Area offers cross-country skiing and snowshoeing over 13 miles



of trails. Or go it on your own on San Bernardino National Forest trails.

Snow tubing is another family friendly activity that can be found at Big Bear SnowPlay, Alpine Slide at Magic Mountain and the Grizzly Ridge Tube Park at Snow Summit. Instead of dragging a tube up a hill, enjoy the convenience of magic carpets that will take guests up to the top.

For stunning views, make a reservation to ride a helicopter over the Valley. Children can see the same views Santa Claus sees when he delivers toys to Big Bear children. The mountains blanketed in fresh powder behind a frozen lake is a beautiful sight from above. And for an up close view of the

# Every Second COUNTS

Care for your adopted hydrant.

Keep it clear of snow in the winter

ADOPT  
-A-  
HYDRANT

Register your adopted hydrant at [www.BigBearFire.org](http://www.BigBearFire.org)





On now

Middle Of The Road  
The Prefenders

Listen live



# House Fire in Sugarloaf

11/10/2020 by [Cathy Herrick](#)

Big Bear News – Big Bear Lake, CA – A residential structure fire was reported on Maple Lane between Eucalyptus Lane and Manzanita Lane in Sugarloaf at approximately 6:43 pm, on Monday, November 9th. Upon arrival, fire crews observed a residential structure with heavy smoke and flames showing. Crews immediately went into defensive attack mode to the fully involved structure to provide protection to the adjacent structures. No occupants were in the home at the time of the incident. Big Bear Fire Department units continued fire suppression activity with complete knock-down obtained within approximately 30-40 minutes. Fire crews were committed to the incident for approximately 5 hours. Battalion Chief Brian Parham was on-scene and in command of the response by Big Bear Fire Department. The fire required all units from Big Bear Fire Department to respond as well as assistance from CAL FIRE and the Sheriff's Department. Cause of the fire is under investigation by Big Bear Fire Department.

"Show you care, don't share your air." Please wear a mask or face covering.

## Related Posts:



Structure Fire at Golden Bear Lodge



Fire at Bear Creek Resort



Fire Engulfs Big Bear City Home



Malabar Way Home Burns in Morning Fire

Filed Under: [Big Bear News](#), [Fire/Safety](#)

### Medicare only goes so far.



Find benefits not available through Medicare. Many at no cost!



### Living THEIR Legacy Near Home



Dear First Responders,

My name is \_\_\_\_\_ and I am from Student Leader  
SHIP at Skyline High School in Idaho Falls, ID. I appreciate your  
selfless sacrifice as you and your team put your lives on  
the line to fight fires and save lives. I admire your bravery and  
dedication, it takes someone special to be a hero. I may be  
all the way in Idaho, but I'm touched by your example.

Words can't describe my appreciation for all that you do thank you  
for performing these selfless acts day in and day out, you are truly  
amazing people. Your families are important to us too and we admire  
their sacrifice to let you know fight these fires. Your job is  
not easy and I applaud your dedication to putting in long, hard hours.  
Your efforts are not going unnoticed. Thank you so much for being  
a hero to us, to your family, and to the country.

Sincerely,

• ♡

Dear first responders,

My name is Marshall Rhodes and I am a Senior at Skyline High School in Idaho Falls, Idaho.

I admire your selfless sacrifice & service to all as you wear your uniform & save lives. I am truly humbled by your heroic bravery & dedication to helping others.

I know things are tough right now, but I know God is watching over you. You are amazing & selfless. Thank you for all you do for everyone. Keep your heads up!

Sincerely,

"They cry unto the Lord in their trouble, and he bringeth them out of their distresses. He maketh the storm calm"

- Psalm 107:28-29



Thank you  
for all you  
do for us!  
Tina Al...  
K...



St. Jude Children's  
Research Hospital

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1-800-910-3177 • [www.stjude.org](http://www.stjude.org)





## INTEROFFICE MEMO

### Big Bear Fire Authority

**DATE:** January 26, 2020

**TO:** Chairman and Members of the Fire Authority Board

**FROM:** Jeff Willis, Fire Chief *JW*

**PREPARED BY:** Dawn Marschinke, Board Secretary *DM*

**SUBJECT: FIRE DEPARTMENT MONTHLY ACTIVITY REPORT  
DECEMBER 2020**

#### 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

		<b>Current Month</b>	<b>Calendar Year to Date</b>
1.2.1	Fire Calls, Hazardous Conditions, Service Calls	202	1,972
1.2.2	Rescue/Medical Calls	344	3,322
1.2.3	Medical Flight Missions	33	404
1.2.4	Training Class Summary (hours)	578.25	4,679.25
1.2.5	Plan Check/Fire Letter	5	79
1.2.6	Chipping Requests (2020 Suspended)	N/A	N/A
1.2.7	Trees Removed/Reimbursed thru Grant	0	74
1.2.8	Hazardous Tree Removal Notice to Proceed	0	29
1.2.9	1 <sup>st</sup> Abate Notice/Order	0	13
1.2.10	2 <sup>nd</sup> & Final Abate Notice/Order	2	4
1.2.11	Resolved Tree Abatement Issues	0	15
1.2.12	Hazard Abatement Notices Sent	(2019) 5,881	5,701 (2020 Final)

## **2. COMMUNITY RELATIONS**

- 2.1 November 11 - The Department hosted a community blood drive at Station 281.

## **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 – December 1
- FDAC Annual Membership Meeting – December 3
- Big Bear Fire Authority Support Services Div. 2021 Discussion – December 3
- Affordable Care Act Training – December 7
- City of Big Bear Lake Special City Council Meeting – December 10
- FDAC Legislative Task Force Meeting – December 11
- Big Bear Fire Authority Special Board Meeting – December 11
- City of Big Bear Lake City Council Meeting – December 14
- Cal/OSHA Covid-19 Meeting – December 16
- San Bernardino County Fire Chief’s Meeting – December 17

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

- San Bernardino County Fire Chief’s Meeting – December 17

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

- None

- 3.4 Battalion Ryan Harold attended the following meetings/training during the reporting month:

- None

## **4. HEALTH AND SAFETY**

- 4.1 December - The following ads were placed:

- “Every Second Counts” The Grizzly Big Bear Now (see attached)
- “Thank You for Creating Defensible Space” The Grizzly Season’s Greetings Edition (see attached)

- 4.2 December - The following press releases were issued:

- “Big Bear Lake Triplex Fire” (see attached KBHR article)
- “Make A Difference – Adopt-A-Hydrant” (see attached KBHR article)

**5. PERSONNEL**

5.1 December 8 – Tyler Edwards joined the Department as an Ambulance Operator/EMT.

**6. ADMINISTRATIVE STAFF TRAINING/CONFERENCES/SEMINARS**

None

**7. STRIKE TEAMS & DUTY COVERAGE FOR FIRE RESPONSE**

None

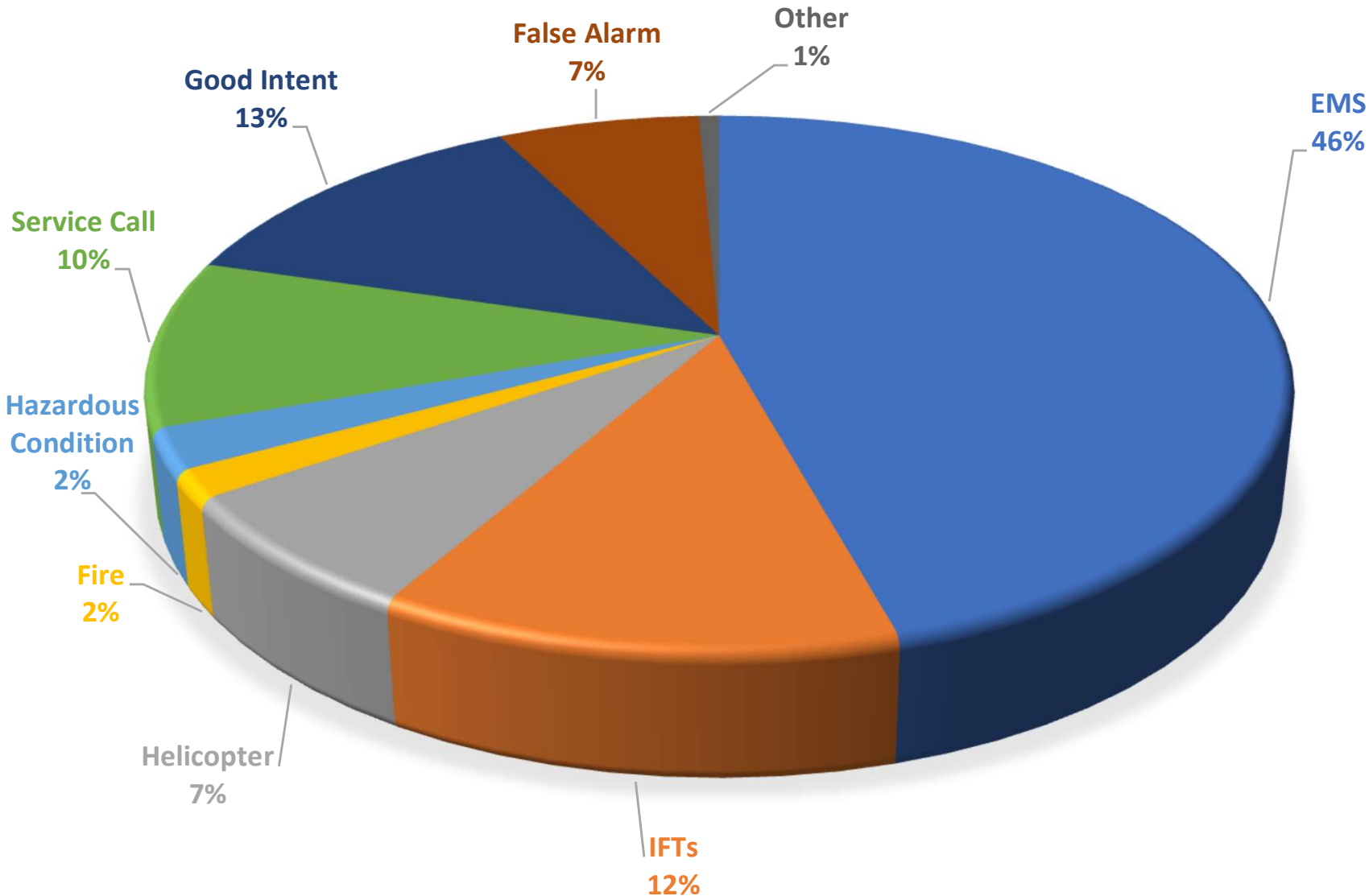
**8. MISCELLANEOUS**

None

**9. CORRESPONDENCE**

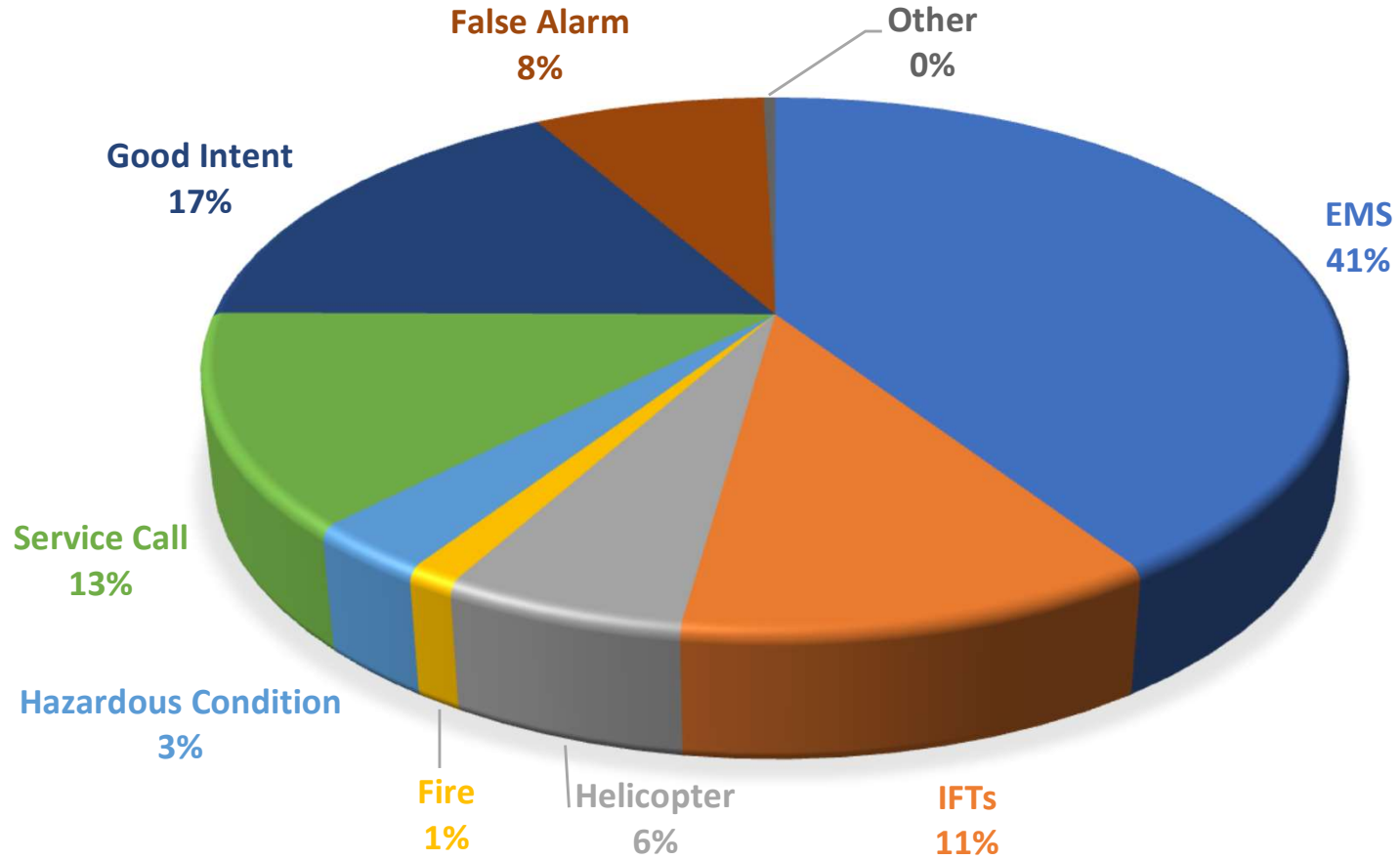
December 28 – The Department received a Customer Satisfaction Survey response. The respondent indicated that they received excellent care (see attached).

# 2020 YTD TOTAL INCIDENTS BY TYPE





## DECEMBER TOTAL INCIDENTS BY TYPE



# Incident Type Report

12/01/2020 - 12/31/2020

1 Fire	Count	Est. Prop. Loss	Est. Content Loss	Total Est. Loss	%
100 - Fire, other	2	0	0	0	0
111 - Building fire	3	303,000	50,000	353,000	97.51%
113 - Cooking fire, confined to container	1	0	500	500	0.14%
114 - Chimney or flue fire, confined to chimney or flue	2	0	0	0	0%
118 - Trash or rubbish fire, contained	2	500	0	500	0.14%
120 - Fire in mobile prop. used as a fixed struc., other	1	0	0	0	0%
131 - Passenger vehicle fire	1	8,000	0	8,000	2.21%
152 - Garbage dump or sanitary landfill fire	1	0	0	0	0%
<b>Incident Count</b>	<b>13</b>	<b>\$311,500</b>	<b>\$50,500.00</b>	<b>\$362,000.00</b>	<b>100.00%</b>

3 Rescue & Emergency Medical Service Incident	Count
320 - Emergency medical service, other	2
321 - EMS call, excluding vehicle accident with injury	278
322 - Motor vehicle accident with injuries	5
324 - Motor vehicle accident with no injuries.	5
381 - Rescue or EMS standby	1
Intrafacility Transfers	
<b>Incident Count</b>	<b>291</b>

5 Service Call	Count
500 - Service call, other	5
510 - Person in distress, other	1
531 - Smoke or odor removal	1
550 - Public service assistance, other	20
551 - Assist police or other governmental agency	1
552 - Police matter	2
553 - Public service	9
554 - Assist invalid	8
561 - Unauthorized burning	15
<b>Incident Count</b>	<b>62</b>

4 Hazardous Condition	Count
400 - Hazardous condition, other	1
410 - Combustible/flammable gas/liquid condition, oth	1
412 - Gas leak (natural gas or LPG)	4
424 - Carbon monoxide incident	7
440 - Electrical wiring/equipment problem, other	2
444 - Power line down	2
<b>Incident Count</b>	<b>17</b>

6 Good Intent Call	Count
600 - Good intent call, other	5
611 - Dispatched and cancelled en route	23
611A - Alarm: Dispatched & Cancelled Enroute	14
611E - EMS: Dispatched & Cancelled Enroute	8
611G - Veg Fire: Dispatched & Cancelled Enroute	1
611O - Other: Dispatched & Cancelled Enroute	1
611T - T/C: Dispatched & Cancelled Enroute	2
622 - No incident found on arrival at dispatch address	13
631 - Authorized controlled burning	1
<b>Incident Count</b>	<b>68</b>

# Incident Type Report

12/01/2020 - 12/31/2020

<b>7 False Alarm &amp; False Call</b>	<b>Count</b>
700 - False alarm or false call, other	19
710 - Malicious, mischievous false call, other	3
733 - Smoke detector activation due to malfunction	4
735 - Alarm system sounded due to malfunction	2
736 - CO detector activation due to malfunction	2
743 - Smoke detector activation, no fire - unintentional	4
745 - Alarm system activation, no fire - unintentional	7
746 - Carbon monoxide detector activation, no CO	1
<b>Incident Count</b>	<b>42</b>

<b>Total Incident Count</b>	<b>493</b>
-----------------------------	------------

# Training Summary Report

12/01/2020 - 12/31/2020

COMPANY TRAINING DOCUMENTATION	HOURS
Emergency Ops	2.00
Emergency Ops: Fire Suppression, Pre/Post Incident	4.00
Emergency Ops: SCBA	56.00
Fire Suppression: Emergency Ops, Fire Pump, Forcible Entry, Hose, Hydrants/Streets, Water Supply, Ladders, SCBA	80.00
HazMat	296.00
Ladders: Fire Suppression	10.00
Ladders	8.75
Physical Fitness	20.00
Physical Fitness: Preventative Maintenance	3.50
Technical Rescue	9.00
Station Decontamination Vital Oxide	1.00
<b>TOTAL COMPANY TRAINING DOCUMENTATION HOURS</b>	<b>490.25</b>

MISCELLANEOUS	HOURS
EMS Training Documentation	16.00
General HIPAA Awareness	1.00
NFPA 1500 Bloodborne Pathogens	1.00
NFPA 1500 Respiratory Protection	1.00
Working in Extreme Temperatures	1.00
Vital Oxide C-100 Machine	23.00
<b>TOTAL MISCELLANEOUS HOURS</b>	<b>43.00</b>

<b>TOTAL TRAINING HOURS</b>	<b>578.25</b>
-----------------------------	---------------

EMS	HOURS
Diet & Nutrition	1.00
EMS Abdominal Trauma Advanced	1.00
EMS Advanced Airways: Intubation and Beyond	4.00
EMS Airway Management Advanced	2.00
EMS Airway Management Basic	1.00
EMS Allergies and Anaphylaxis Basic	1.00
EMS Altered Mental Status Advanced	1.00
EMS Altitude Emergencies	2.00
EMS Amputation Injuries Advanced	1.00
EMS Back Injury Prevention	1.00
EMS Bleeding and Shock Basic	2.00
EMS Cardiac Emergencies Basic	1.00
EMS Cardiovascular Anatomy & Physiology Review	1.00
EMS Femur Fractures	2.00
EMS Gunshot Wounds	2.00
EMS Health & Wellness	1.00
EMS HIV/AIDS Awareness	2.00
EMS Introduction to Hazardous Materials	2.00
EMS Kinematics of Trauma	1.00
EMS Mechanics of Breathing	1.00
EMS Medical Extrication & Rescue	2.00
EMS Medical, Ethical, and Legal Issues	1.00
EMS Non-Traumatic Abdominal Injuries	1.00
EMS Operating an AED	1.00
EMS Pharmacology Advanced	4.00
EMS Supplemental Oxygen	1.00
EMS Thoracic Emergencies Basic	1.00
Aerosol Transmissible Diseases	1.00
Basic Trauma Assessment	2.00
EMS Understanding the Basics of ECGs	1.00
<b>TOTAL EMS TRAINING HOURS</b>	<b>45.00</b>

“ I wish for life going back to whatever normal is.”



Helaine Apollo of Sugarloaf said she wants to be optimistic about 2021. A retiree who has lived in Big Bear for several years, Helaine spends her time hiking and snowshoeing.

“My granddaughter graduates high school this year,” Helaine said. “My daughter has a new job. (I wish for the) COVID vaccine and the pandemic going away. I wish for life going back to whatever normal is.”

**Every Second COUNTS**

Care for your adopted hydrant.

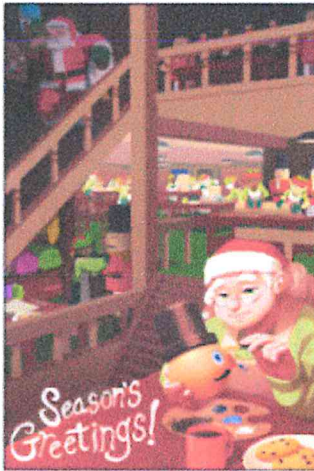
Keep it clear of snow in the winter

ADOPT -A- HYDRANT

Register your adopted hydrant at [www.BigBearFire.org](http://www.BigBearFire.org)

Each year this section acts as a liason between Big Bear Valley children and Santa Claus through Season's Greetings. The Big Bear Grizzly staff makes sure these wish lists get to the North Pole in time. The letters are typed as they are written to keep the spirit of the letters true.

# Season's Greetings



ON THE COVER: Art work of Santa's workshop by Noah Nagata

Season's Greetings & Santa Letters is published by the Big Bear Grizzly, 42067 Fox Farm Road, P.O. Box 1764, Big Bear Lake 92315. Season's Greetings & Santa Letters is a free publication, also available online at [www.bigbeargrizzly.net](http://www.bigbeargrizzly.net). All content © 2020 by the Big Bear Grizzly, Hi-Dee-Dee Publishing Co., Inc.


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## LETTER TO SANTA

Dear Santa,

How are you doing? Hope you are doing good this year. I have been a good boy. I would like a pet robot for Christmas this year. It would be nice to meet you!


Love, William



[www.thebeargrizzly.com](http://www.thebeargrizzly.com)

Big Bear Fire Department is grateful to the entire Valley for its contributions towards a Firewise and Firesafe community by creating defensible space utilizing the Curbside Chipping program.

Have a Safe and Magical Holiday Season!



Funding for the valley-wide chipping program is provided through your local Big Bear Fire Department, the City of Big Bear Lake, California Fire Safe Council and CAL FIRE State Responsibility Area Fire Prevention Fund.





On now

Control  
Zoe Wees

Listen live



# Triplex Fire in Big Bear Lake

12/08/2020 by [Steve Cassling](#)

Prescr  
week i

Big Bear News – Big Bear Lake, CA – A structure fire was reported on Beaver Lane in Big Bear Lake at approximately 5:30 p.m. on Friday, December 4th. Upon arrival, fire crews observed a two-story triplex with one unit well involved. A majority of the damage was impacted to a single unit, with a second unit's damage limited to the common wall. All occupants of the triplex had been evacuated prior to arrival. Big Bear Fire Department units commenced fire suppression activity with complete knock-down obtained within approximately 20-30 minutes.

Battalion Chief Luke Wagner was on-scene and in command of the response by Big Bear Fire Department. Big Bear Sheriff's Department was on scene providing assistance. Cause of the fire is under investigation by Big Bear Fire Department.

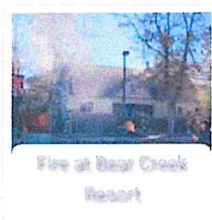
## Medicare only goes so far.



Find benefits not available through Medicare. **Many at no cost!**



### Related Posts:



Filed Under: [Big Bear News](#)

Tagged With: [Big Bear Fire Department](#), [Big Bear Sheriff's Station](#)

## Living THEIR Legacy Near Home





On now

Control  
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# Adopt a Hydrant – Keep Hydrants Clear of Snow for Faster Fire Response

12/17/2020 by [Steve Cassling](#)

Big Bear News – Big Bear, CA – Help Big Bear Fire Department provide quick action fighting fires. You can partner with them in their Adopt-A-Hydrant program. In the event of a fire, it is imperative that the fire department gain access to a fire hydrant water supply as quickly as possible to prevent the loss of life and property. Residents and business owners can adopt a hydrant to make sure that the hydrant is easily accessible throughout the year. Once adopted, the area around the hydrant should be shoveled after each snowfall with a clearance of approximately three feet, as well as an area from the street leading up to the hydrant making it visible and accessible.

Fire Chief Jeff Willis stated, "Everyone in your neighborhood, will benefit assisting fire crews. Precious minutes can be lost digging out a fire hydrant in the event of an emergency." Those who adopt a fire hydrant should also report if it has been damaged, is missing caps, leaking water, or if the hydrant is blocked. All of this will assist fire crews in the unfortunate event of a fire. Adopt a hydrant today at [www.bigbearfire.org](http://www.bigbearfire.org).

Prescribed burning scheduled to continue this week in the Big Bear Area.

## Medicare only goes so far.



Find benefits not available through Medicare. **Many at no cost!**



### Related Posts:



House Fire in Sugarloaf



Fire at Bear Creek Resort



Hot Water Heater Fire in Erwin Lake Causes Minor Damage



Residential Fire in Baldwin Lake Knocked Down Quickly

Filed Under: [Big Bear News](#)

Tagged With: [Big Bear Fire Department](#)

**Living THEIR Legacy Near Home**

Long Term Care you can count on **More Info**

**45** of Quality Care

**BEAR VALLEY** COMMUNITY HEALTHCARE DISTRICT





## Dawn Marschinke

---

**Subject:** FW: Form record received

-----Original Message-----

From: Big Bear Fire <ddickerson@bigbearfire.org>

Sent: Monday, December 28, 2020 10:11 AM

To: Chardelle Smith <csmith@bigbearfire.org>

Subject: Form record received

Record saved to database with ID: 826

Form ID: 4

Form title: EmailUs

Form name: EmailUs

Submitted at: 2020-12-28 18:10:56

Submitter IP: 96.40.166.32

User-ID: 0

Username: -

User full name: -

Submitter provider: Unknown

Submitter browser: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko)

Chrome/87.0.4280.88 Safari/537.36 Submitter operating system: win

Name:

email: '

Subject: 911 Call

Message: Wednesday, 12/23 my 911 call Unit 281 responded to Avalon Road home. Excellent care and thank you! FYI: while at ER, Covid-19 test negative.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA5

**MEETING DATE:** February 2, 2021

**TO:** Chairman and Directors of Big Bear Fire Authority

**FROM:** Jeff Willis, Fire Chief *JW*

**PREPARED BY:** Josh Mandolini, Captain

**SUBJECT:** **SURPLUS SELF-CONTAINED BREATHING APPARATUS  
(SCBA) SALE**

---

## **BACKGROUND**

Big Bear Fire Department was primarily operating with a cache of Self-Contained Breathing Apparatus (SCBA) certified under the National Fire Protection Association (NFPA) 2002 Standard. NFPA recommends that fire departments do not extend the use of its SCBAs beyond two versions. This means that roughly every ten years, departments should begin thinking of replacing its SCBAs. To comply with NFPA recommendations and the safety of our fire suppression personnel, the Department has recently purchased SCBAs under the 2018 NFPA Standard along with the various miscellaneous equipment such as face pieces, voice amplifiers, and rapid intervention packs.

## **DISCUSSION**

The Department now has a large surplus of old outdated SCBAs and the various equipment that goes along with them. The items need to be removed from inventory. Dalmation Fire Equipment Inc. provided a bid to purchase the surplus equipment for \$4,395.

## **RECOMMENDATION**

Staff recommends the Board authorize the Fire Chief to discharge SCBA surplus and use proceeds generated from the sale to be directed back into the Self-Contained Breathing program to compliment the recent SCBA purchase.

---

***Air Paks***

---

Air-Pak fifties (2002)	38
Air-Pak Fifties (2007)	4
AirPak 75 (2007)	4
RIT-PAK (unk)	3

---

***Mask***

---

AV2000	28
AV3000	51
AV3000-SS	7
Voice amplifiers	19

---

***Cylinders***

---

45min 4500psi Cylinders (2009)	2
45min 4500psi Cylinders (2010)	7
45min 4500psi Cylinders (2012)	15
High pressure Cylinder valve	117

---

# Bid to Purchase Used Equipment

Date	Bid No.
1/18/2021	P14733

**Dalmatian Fire Equipment, Inc.**  
**75 Oak Avenue**  
**Eaton, CO 80615**  
**Phone:800-436-6450**  
**Fax:888-436-6451**  
**sales@dalmatianfire.com**  
**www.DalmatianFire.com**

Ordered By:	RKK
Ship To	
Dalmatian Fire Equipment, Inc 75 Oak Ave East Dock EATON, CO 80615	

Vendor
Big Bear Fire Josh Mandolini 41090 Big Bear Blvd Big Bear Lake, CA 92315

Vendor Phone	Vendor Fax	Vendor E-mail	Ship Via	Terms	In Transit	Tracking Number
909-866-7566		jmandolini@bigbearfire.org	Unishippers	Net 30		

Used Equipment Description	Qty	Rate	Amount
Scott 4.5 AP50 2002 Spec SCBA, 2nd Gen, Quick Disconnect, fire-rated, USED	38	35.00	1,330.00
Scott 4.5 AP50 CBRN 2007 Spec SCBA, Full Length Hose, Dual EBSS, Pak Tracker, USED	4	175.00	700.00
Scott 4.5 AP75 CBRN 2007 Spec, Quick Disconnect, Dual EBSS, Pak Tracker, SCBA, Fire Rated-Used	4	225.00	900.00
SC Mask AV2000 Small Complete-ABOVE AVERAGE - USED	5	15.00	75.00
SC Mask AV2000 Regular/Large Complete-ABOVE AVERAGE - USED	19	15.00	285.00
SC Mask AV2000 X-Large Complete-ABOVE AVERAGE - USED	4	15.00	60.00
SC Mask AV3000 Small ABOVE AVERAGE, not-CBRN - USED	3	20.00	60.00
SC Mask AV3000 Medium ABOVE AVERAGE, not-CBRN - USED	38	20.00	760.00
SC Mask AV3000 Large ABOVE AVERAGE, not-CBRN - USED	10	20.00	200.00
SC Mask AV3000 CBRN Sure Seal Small ABOVE AVERAGE - USED	1	25.00	25.00

**THIS BID TO PURCHASE IS GOOD FOR 30 DAYS**

**Total**

**PURCHASE ORDER ACCEPTANCE**

I accept the terms below, verify my authorization by Vendor to accept the terms, and approve this bid with my signature.

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**TERMS AND CONDITIONS OF THIS BID TO PURCHASE USED EQUIPMENT**

- EQUIPMENT ACCEPTANCE** - All equipment values listed here are estimated based on descriptions and lists provided by Vendor (above). Final price will be determined at time of receipt and inspection based on actual items received.
- TO RECEIVE FULL VALUE** - All equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD devices and electronics must function. Components not meeting these requirements will be treated as scrap, and the value proportionately reduced.
- BID EXPIRES IN 30 DAYS** - This Bid to Purchase is valid only if signed and returned within 30 days. Vendor agrees to ship equipment within 30 days of signing.
- PACKAGING, DAMAGE AND LOSS** - Vendor agrees to properly package equipment for shipping, and accept insurance proceeds as payment in full for damage or loss.
- DALMATIAN PAYS SHIPPING** - Dalmatian agrees to send a truck at Dalmatian's expense to pick-up when ready.

**U.S.A.**

Should you have any questions, please call, fax or e-mail me at russ.kates@dalmatianfire.com

**CANADA**

# Bid to Purchase Used Equipment

Date	Bid No.
1/18/2021	P14733

**Dalmatian Fire Equipment, Inc.**  
**75 Oak Avenue**  
**Eaton, CO 80615**  
**Phone:800-436-6450**  
**Fax:888-436-6451**  
**sales@dalmatianfire.com**  
**www.DalmatianFire.com**

Ordered By:	RKK
Ship To	Dalmatian Fire Equipment, Inc 75 Oak Ave East Dock EATON, CO 80615

Vendor
Big Bear Fire Josh Mandolini 41090 Big Bear Blvd Big Bear Lake, CA 92315

Vendor Phone	Vendor Fax	Vendor E-mail	Ship Via	Terms	In Transit	Tracking Number
909-866-7566		jmandolini@bigbearfire.org	Unishippers	Net 30		

Used Equipment Description	Qty	Rate	Amount
SC Mask AV3000 CBRN Sure Seal Medium ABOVE AVERAGE - USED	4	25.00	100.00
SC Mask AV3000 CBRN Sure Seal Large ABOVE AVERAGE - USED	2	25.00	50.00
Scott SCBA Voice Amplifier - Standard - USED - NOTE: INCLUDES BRACKET	19	2.50	47.50
Scott, 30/4500-09 Carbon Fiber, No Valve, Cylinder, USED	2	40.00	80.00
Scott 30/4500-10 Carbon Fiber No Valve Cylinder-USED	7	50.00	350.00
Scott 30/4500-12, Carbon Fiber, No Valve, Cylinder, Used	15	70.00	1,050.00
Scott High Pressure Angled Trilobe Cylinder Valve, Used	24	2.50	60.00
Scott High Pressure Angled Trilobe Cylinder Valve, Used	100	2.50	250.00

<b>THIS BID TO PURCHASE IS GOOD FOR 30 DAYS</b>	<b>Total</b>
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<b>PURCHASE ORDER ACCEPTANCE</b>	I accept the terms below, verify my authorization by Vendor to accept the terms, and approve this bid with my signature.	NAME	SIGNATURE	DATE
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**TERMS AND CONDITIONS OF THIS BID TO PURCHASE USED EQUIPMENT**

- EQUIPMENT ACCEPTANCE** - All equipment values listed here are estimated based on descriptions and lists provided by Vendor (above). Final price will be determined at time of receipt and inspection based on actual items received.
- TO RECEIVE FULL VALUE** - All equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD devices and electronics must function. Components not meeting these requirements will be treated as scrap, and the value proportionately reduced.
- BID EXPIRES IN 30 DAYS** - This Bid to Purchase is valid only if signed and returned within 30 days. Vendor agrees to ship equipment within 30 days of signing.
- PACKAGING, DAMAGE AND LOSS** - Vendor agrees to properly package equipment for shipping, and accept insurance proceeds as payment in full for damage or loss.
- DALMATIAN PAYS SHIPPING** - Dalmatian agrees to send a truck at Dalmatian's expense to pick-up when ready.

# Bid to Purchase Used Equipment

Date	Bid No.
1/18/2021	P14733

**Dalmatian Fire Equipment, Inc.**  
**75 Oak Avenue**  
**Eaton, CO 80615**  
**Phone:800-436-6450**  
**Fax:888-436-6451**  
**sales@dalmatianfire.com**  
**www.DalmatianFire.com**

Ordered By:	RKK
Ship To	
Dalmatian Fire Equipment, Inc 75 Oak Ave East Dock EATON, CO 80615	

Vendor
Big Bear Fire Josh Mandolini 41090 Big Bear Blvd Big Bear Lake, CA 92315

Vendor Phone	Vendor Fax	Vendor E-mail	Ship Via	Terms	In Transit	Tracking Number
909-866-7566		jmandolini@bigbearfire.org	Unishippers	Net 30		

Used Equipment Description	Qty	Rate	Amount
EQUIPMENT ACCEPTANCE-All vendor equipment values are estimated based on vendor provided descriptions and lists. Final price will be determined at time of receipt and inspection by Dalmatian based on actual items received. To receive full value, all equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD and all electrical items must function. All components not meeting these requirements will be treated as scrap and value will be proportionately reduced.		0.00	0.00

THIS BID TO PURCHASE IS GOOD FOR 30 DAYS	Total
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**PURCHASE ORDER ACCEPTANCE** I accept the terms below, verify my authorization by Vendor to accept the terms, and approve this bid with my signature. \_\_\_\_\_ NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**TERMS AND CONDITIONS OF THIS BID TO PURCHASE USED EQUIPMENT**

1. EQUIPMENT ACCEPTANCE - All equipment values listed here are estimated based on descriptions and lists provided by Vendor (above). Final price will be determined at time of receipt and inspection based on actual items received.
2. TO RECEIVE FULL VALUE - All equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD devices and electronics must function. Components not meeting these requirements will be treated as scrap, and the value proportionately reduced.
3. BID EXPIRES IN 30 DAYS - This Bid to Purchase is valid only if signed and returned within 30 days. Vendor agrees to ship equipment within 30 days of signing.
4. PACKAGING, DAMAGE AND LOSS - Vendor agrees to properly package equipment for shipping, and accept insurance proceeds as payment in full for damage or loss.
5. DALMATIAN PAYS SHIPPING - Dalmatian agrees to send a truck at Dalmatian's expense to pick-up when ready.

# Bid to Purchase Used Equipment

Date	Bid No.
1/18/2021	P14733

**Dalmatian Fire Equipment, Inc.**  
**75 Oak Avenue**  
**Eaton, CO 80615**  
**Phone:800-436-6450**  
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Ordered By:	RKK
Ship To	
Dalmatian Fire Equipment, Inc 75 Oak Ave East Dock EATON, CO 80615	

Vendor
Big Bear Fire Josh Mandolini 41090 Big Bear Blvd Big Bear Lake, CA 92315

Vendor Phone	Vendor Fax	Vendor E-mail	Ship Via	Terms	In Transit	Tracking Number
909-866-7566		jmandolini@bigbearfire.org	Unishippers	Net 30		

Used Equipment Description	Qty	Rate	Amount
EQUIPMENT SHIPMENT PREPARATION-Vendor must package all equipment prior to shipment. All cylinders MUST BE EMPTY AND VALVES OPEN before shipping. Equipment must be put in boxes and boxes securely stacked onto pallets and overwrapped. When equipment is ready for pickup, call Dalmatian Fire Equipment with all pallet dimensions and estimated weights. Dalmatian will send a truck to pick up the equipment you are selling to us. THE DOT WILL CHARGE FINES OF UP TO \$100,000.00 FOR SHIPPING CYLINDERS THAT ARE FULL OF AIR. IT ALSO DOUBLES THE WEIGHT OF THE CYLINDER, WHICH COSTS MORE IN FREIGHT. ANY FINES CHARGED TO DALMATIAN FOR CYLINDERS SENT FULL OF AIR WILL BE CHARGED TO THE VENDOR SHIPPING THE PRODUCT TO DALMATIAN, PLUS ANY ADDITIONAL FEES FOR OVERWEIGHT DUE TO THE WEIGHT OF THE FULL CYLINDERS.		0.00	0.00

<b>THIS BID TO PURCHASE IS GOOD FOR 30 DAYS</b>	<b>Total</b>	<b>\$6,382.50</b>
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**PURCHASE ORDER ACCEPTANCE** I accept the terms below, verify my authorization by Vendor to accept the terms, and approve this bid with my signature.

\_\_\_\_\_ NAME  
 \_\_\_\_\_ SIGNATURE  
 \_\_\_\_\_ DATE

**TERMS AND CONDITIONS OF THIS BID TO PURCHASE USED EQUIPMENT**

- EQUIPMENT ACCEPTANCE** - All equipment values listed here are estimated based on descriptions and lists provided by Vendor (above). Final price will be determined at time of receipt and inspection based on actual items received.
- TO RECEIVE FULL VALUE** - All equipment must include all normal components in repairable condition. Repairable is defined as: cylinders must pass hydrostatic test; mask lenses must not have deep scratches or cracks; HUD devices and electronics must function. Components not meeting these requirements will be treated as scrap, and the value proportionately reduced.
- BID EXPIRES IN 30 DAYS** - This Bid to Purchase is valid only if signed and returned within 30 days. Vendor agrees to ship equipment within 30 days of signing.
- PACKAGING, DAMAGE AND LOSS** - Vendor agrees to properly package equipment for shipping, and accept insurance proceeds as payment in full for damage or loss.
- DALMATIAN PAYS SHIPPING** - Dalmatian agrees to send a truck at Dalmatian's expense to pick-up when ready.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA6

**MEETING DATE:** February 2, 2021

**TO:** Chairman and Directors of Big Bear Fire Authority

**FROM:** Jeff Willis, Fire Chief *JW*

**PREPARED BY:** Luke Wagner, Battalion Chief

**SUBJECT:** **AUCTION OF SURPLUS FLEET VEHICLES AND  
MISCELLANEOUS EQUIPMENT**

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## **BACKGROUND**

Big Bear Fire Authority currently maintains a fleet of firefighting apparatus and staff vehicles, and purchases a wide range of equipment that is utilized at emergency incidents or to administer Department operations. Over many years, this equipment has become either outdated or unrepairable. The Department currently has two vehicles that need to be removed from service; one ambulance and one staff car. Ambulances have a typical service life of 10 years per the National Fire Protection Association (NFPA). Actual lifespans are based on wear and tear over time, and the unavailability of replacement parts and cost of repairs. Additionally, there are numerous miscellaneous items that have also reached the end of their useful life for the Department.

## **DISCUSSION**

The Authority owns a 2007 Chevrolet Kodiak ambulance and a 2000 Dodge Durango staff car that have passed their useful life. Both vehicles have been placed into reserve status due to their age and increasing cost of maintenance and repair. The Kodiak has 147,704 miles on the odometer. The Durango has 154,167 miles. These are no longer reliable vehicles due to excessive wear and tear.

There is also a significant number of miscellaneous items outlined in Attachment A ready to be auctioned off as they no longer have a useful life for this Department. This equipment is currently occupying valuable space in fire department facilities. Removal of this equipment will free up much needed space that will benefit Department operations.

## **RECOMMENDATION**

Staff recommends the Board discharge these vehicles and miscellaneous items as surplus equipment and authorize the Fire Chief to sell at auction to the highest bidder. Proceeds from the sale will be deposited to the Authority's general fund.



**2021 SURPLUS ITEMS FOR AUCTION**

<b>Vehicles</b>	<b>QTY</b>
2007 Chevrolet Kodiak 4500 Ambulance 147,704 miles	1
2000 Dodge Durango Staff Vehicle 54,167 miles	1
<b>Rescue/Extrication</b>	<b>QTY</b>
Chainsaw Chaps	1
48" Amkus Ram	1
Res-Q Jack Tension Brutus System with Tri Pod	1
<b>EMS Goods</b>	<b>QTY</b>
Miller-Style Back Boards	4
EMS Bags (Various sizes)	3
<b>Fire Hose Appliances and Tools</b>	<b>QTY</b>
Box of Various Appliances and Fittings	1
Water Keys x2	2
8' 3" Hard Suction hose	1
Foam Nozzle	1
<b>Office Furniture</b>	<b>QTY</b>
Metal 2-Drawer File Cabinets	2
Wood 2-Drawer File Cabinet	1
Metal 3-Drawer File Cabinet	1
Metal 5-Drawer File Cabinets	2
Metal 4-Drawer File Cabinet	1
Metal 4-Drawer Fire Resistive File Cabinets	3
Wood Cabinets	2
Audio Visual Wheeled Cart	1
Office Chair	1
<b>Vehicle Accessories</b>	<b>QTY</b>
Bucket Seats	2
MDC Mount for Vehicle	1
<b>Electronics</b>	<b>QTY</b>
Boxes of Various Radio Parts	3
Station Battery Back-Up System	1
Circle D Power Junction Box	1



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA7

**MEETING DATE:** February 2, 2021

**TO:** Chairman and Directors of Big Bear Fire Authority

**FROM:** Jeff Willis, Fire Chief *[Signature]*

**PREPARED BY:** Kristin Mandolini, Senior Finance Officer *[Signature]*

**SUBJECT:** AMBULANCE BILLING CONTRACT

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## **BACKGROUND:**

Effective February 11, 2021, Sue McIlwain will be retiring after nearly thirty years of service with the Department. When the ambulance service transferred to the Fire Authority as a part of the consolidation, Sue was trained as the new ambulance biller. As her retirement date approaches quickly, the position vacancy was publicly advertised as well as consideration of outsourcing the ambulance billing and collection function.

## **DISCUSSION:**

Typically, the Fire Authority is required by its own policies and procedures to formally issue a request for proposal and conduct a competitive process prior to contracting out for professional services such as the ambulance billing services contemplated here. However, under California law, there is an exception to the competitive bidding/proposals' requirements typically applicable to such Fire Authority procurements where the facts demonstrate that there is no competitive advantage to be gained by the public entity in further bidding such construction/change order work. (See Graydon v. Pasadena Redevelopment Agency, et al. (1980) 104 Cal. App 3d 631, 635.)

Staff has thoroughly reviewed the Fire Authority's options for obtaining the needed ambulance billing services and believe that a "no competitive advantage finding" and award of a contract to Air Methods without soliciting competitive proposals is appropriate for the following reasons:

1. The urgent need for the Fire Authority to obtain the ambulance billing services in the next few weeks.
2. The Fire Authority's existing partnership with Air Methods and the Fire Authority's satisfaction with their performance and air billing services.
3. The Chief has surveyed the market and confirmed that Air Methods proposed pricing is fair and reasonable.

As part of the consideration for outsourcing the billing and collection function, preliminary market research was conducted to determine a range in cost to perform this function. Our flight operations partner, Air Methods, has a division that performs this service. Air Methods/dba

Complete Billing Solutions (CBS) has submitted an agreement for billing and collection services that is well within market cost ranges (Attachment A).

The attached agreement is for a (3) year period (Initial Period) and may be extended for an additional (3) year period (Renewal Term) by written mutual agreement. The agreement may be terminated without cause with (90) days' notice and may be terminated within (30) days due to a material breach.

The agreement contains an annual cost escalator of ¼% to keep pace with the cost of doing business. Annually, the Board accepts or modifies the ambulance service charge rates that are set and determined by ICEMA (Inland Counties Emergency Medical Agency). The annual rate increase set by ICEMA when approved by the Board, allows for the Authority to maintain the increasing cost of doing business. This annual ICEMA adjustment with annual Board approval will offset the annual escalator clause within the attached agreement.

The agreement would allow for modification to current policy regarding what the Authority's practice is after all attempts have been made to collect from payors, should the Board wish to make changes.

Contracting for ambulance billing and collections with Complete Billing Solutions will result in the elimination of the in-house billing position. This position will be eliminated and not backfilled. At this time, it is believed there will not be a need for an intermediary, in-house staff position that assists with patient data collections.

Complete Billing Solutions uses several robust software programs to identify patient information for billing purposes. There will be a need for timely and accurate patient care reporting submissions from the Authority's field personnel in combination with direct field supervisor responsibility to assure timeliness and accuracy of Patient Care Report submissions. This can be accomplished through training of field personnel. Of important note, Complete Billing Solutions also uses the same patient care reporting software as the Authority's field personnel. It is believed that the transition from in-house billing to Complete Billing Solutions can be completed in a seamless and timely manner.

**FISCAL IMPACT:**

The cost for the ambulance billing and collection service is 4.75% of what is collected. Historically, the Department collects an average of \$1.8 million per year, which equates to a cost of approximately \$85,000 annually. The budgeted, fully-burdened cost for the in-house ambulance billing position is \$125,000; therefore, Department expenses would be reduced by approximately \$40,000.

**RECOMMENDATION:**

Administrative Committee recommends to the Board to approve the Air Methods/dba Complete Billing Solutions agreement for ambulance billing and collection services.

## AGREEMENT FOR BILLING SERVICES

This Agreement for Billing Services (“Agreement”) is made and entered into effective as of January \_\_\_, 2021, between **Air Methods Corporation d/b/a Complete Billing Solutions** (hereinafter referred to as “CBS”), a Delaware corporation having its principal place of business at 5500 S. Quebec Street, Suite 300, Greenwood Village, Colorado 80111, and **Big Bear Fire Authority** (hereinafter referred to as “Provider”), having its principal place of business at 41090 Big Bear Boulevard, Big Bear Lake, California 92315. CBS and Provider are each sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, CBS is engaged in the business of providing billing services;

**WHEREAS**, Provider is engaged in the business of providing ground ambulance transportation;

**WHEREAS**, the Parties desire to establish a relationship whereby CBS shall be the exclusive provider of billing services for Provider’s ground ambulance program upon the terms and conditions contained in this Agreement; and

**WHEREAS**, the Parties: (i) desire to delineate clearly between their respective responsibilities and obligations; and (ii) intend that each Party shall be responsible and liable only for that Party’s respective responsibilities and obligations as specified in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

1. **RELATIONSHIP OF THE PARTIES.** The relationship of the Parties as set forth in this Agreement is that of independent contractors. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the Parties. Neither Party nor its employees, agents or subcontractors, if any, shall in any way be deemed to be employees, agents or subcontractors of the other Party. Each of the Parties shall be solely responsible for the method and manner in which it and its respective employees carry out the duties imposed on it by this Agreement, and neither Party shall exercise any control or direction over the methods by which the other Party and its respective employees perform their respective functions hereunder, except as may otherwise be provided in this Agreement.
2. **TERM.** This Agreement shall commence on February 3, 2021 (the “Effective Date”) and shall continue for a period of three (3) years (the “Initial Term”) unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended for an additional three (3) years (“Renewal Term” and together with the Initial Term, the “Term”) upon mutual written agreement of the Parties, including agreement as to the compensation payable for CBS’s services during the Renewal Term.
3. **RESPONSIBILITIES OF PROVIDER.**
  - a. On a daily basis via facsimile or other appropriate means, Provider’s personnel will provide CBS with all patient charts and information for patient transports necessary to

produce a complete and accurate billing, including without limitation the information set forth on **ATTACHMENT I** which is incorporated herein by reference.

- b. Provider personnel will provide complete and accurate data to support medical necessity, to include:
  - i) Coverage requirements
  - ii) Medical appropriateness
  - iii) Time and mileage for ground transport
  - iv) Nearest available facility
  - v) Other documentation necessary to support such transport
- c. Provider personnel will assist in obtaining information from patients concerning insurance coverage when this data is available. Medical crews will attempt to provide this information as part of the patient charting prior to submitting patient charts to CBS for billing.
- d. Provider will assist in appealing all denied or partially denied claims.
- e. Provider will provide a monthly list of patient transports to be used as a crosscheck by CBS to ensure CBS has received documentation to support each transport.
- f. The selection of patients to be billed will be the responsibility of Provider. CBS will prepare bills for patients for whom billing information is provided to CBS, unless instructed not to send a bill before it is mailed.
- g. Provider will be responsible for setting Provider's rates. Provider will establish the Charge Schedule and provide regular updates of the Charge Schedule to CBS and will provide CBS with documentation of adjustments to the Charge Schedule. No rate change shall take effect until notice has been provided by Provider to CBS in writing with written confirmation of receipt from CBS.
- h. Provider shall maintain a separate Employer Identification Number (EIN) and separate Medicare and Medicaid provider Numbers.
- i. Provider is responsible for all credentialing and revalidation in any otherwise current enrollment of any Medicare and Medicaid.
- j. Provider will provide daily reports for all deposits and direct all EOBs, correspondence, an extra copy of each bank statement, and check copies to CBS.
- k. Provider will return all checks for insufficient funds to CBS.
- l. Provider will provide CBS copies of payment provisions in all Provider contracts affecting billing procedures or payment terms for Provider's ground ambulance services to allow CBS to properly bill and verify payment under any such contracts.
- m. Provider warrants that the patients to be billed by CBS have provided prior express consent, as that term is defined and interpreted for purposes of the Telephone Consumer Protection Act (47 U.S.C. § 227), to allow CBS to contact those patients by use of

prerecorded messages and an automatic telephone dialing system for phone calls, text messages, and faxes.

**4. RESPONSIBILITIES OF CBS.**

- a. CBS will operate a billing program on behalf of Provider's ground ambulance programs.
- b. CBS will initiate billing for all patients for whom it receives sufficient information unless specifically directed otherwise by Provider.
- c. CBS will bill patients once all information needed for billing has been obtained from Provider and processed.
- d. CBS shall ensure that all billing for Provider occurs only under the EIN assigned to Provider, and only under the official name linked with Provider's EIN.
- e. CBS will provide a nationwide toll-free telephone number for patients, third parties, and insurance payers to inquire about billing statements, account status, or to answer individual questions related to billing and payment.
- f. Upon request by Provider, CBS will assist Provider in negotiating preferred provider agreements on behalf of Provider and provide advice on enrollment and participation with insurance carriers. Provider will determine which agreements it wishes to accept and will execute all contractual agreements.
- g. CBS will work with Provider, through a continuous quality improvement process, to ensure that all information required for proper billing for Provider's ground ambulance services are captured in Provider's documentation.
- h. CBS will work with Provider to appeal claims denied for payment. Reasons for denial will be shared with Provider to eliminate or minimize future denials.
- i. Duplicate and overpayment amounts will be documented and provided by CBS with instructions for return of overpayment by Provider.
- j. CBS will submit reports for each calendar month which summarize all billings processed, collections on accounts, contractual adjustments, and accounts written off to bad debt and outstanding receivables. Additional reports not included within CBS's standard reporting package will be provided for an additional fee to be mutually agreed by the Parties.

**5. RESPONSIBILITIES NOT ASSUMED BY PROVIDER.** Provider shall not be required to answer questions from patients or others resulting from billings produced by CBS.

**6. RESPONSIBILITIES NOT ASSUMED BY CBS.** CBS shall not be required to provide any additional services to Provider except as set forth in this Agreement. Without limiting the generality of the foregoing, CBS shall have no obligation to Provider with respect to:

- a. Amounts unpaid by Payors who have been sent bills, claims or statements of account in accordance with the conditions of this Agreement. "Payor" is defined as any patient, patient financial guarantor, health insurance plan, health plan trust, other guarantor, or insurer who is responsible for reimbursement for services rendered to patients.

- b. Payment for Provider's bank lock-box account.
- c. Debt collection services.
- d. Selection and supervision of collection agency chosen by Provider.

**7. COLLECTION.**

- a. CBS will use reasonable efforts to collect amounts not yet in default that Provider has deemed as outstanding through correspondence and direct telephone calls. However, once CBS has exhausted customary reasonable efforts to collect amounts, the accounts will be turned over to a professional collection agent designated by Provider to pursue collection efforts on behalf of Provider, including legal action. CBS shall not be responsible for collection after accounts are turned over to the collection agent, except that CBS will provide reasonable assistance to the collection agent on request. The collection agent will be directed by Provider to pursue collection in a professional and courteous manner. Provider will establish general criteria for collection efforts.
- b. CBS will process credit card payment transactions on behalf of Provider through the Provider's merchant account.
- c. In the event Provider's segregated merchant account is canceled, CBS shall provide alternate credit card payment services on behalf of Provider.

**8. COMPENSATION FOR SERVICES.**

- a. CBS will submit a monthly invoice to Provider consistent with calculations described in **ATTACHMENT II** which is incorporated herein by reference. Provider shall pay CBS invoices within 30 days from date of invoice. Amounts not paid when due shall be subject to monthly interest charges at the rate of one and one half percent (1.5%) per month until paid in full.
- b. If this Agreement starts or terminates other than on the first day of a month, CBS will receive a prorated amount based on the number of days in the month during which this Agreement is in effect.

**9. CBS INSURANCE REQUIREMENTS.** CBS shall maintain in full force and effect during the Term of this Agreement, Professional Liability Insurance (Errors and Omissions), as primary insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for all claims made in each policy year.

**10. INDEMNIFICATION AND RESPONSIBILITY.**

- a. Except as set forth in Section 10.c. below, CBS agrees to indemnify and hold harmless Provider, its directors, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement where such claims, demands, actions, settlements or judgments relate to CBS's negligence or willful misconduct.

- b. Except as set forth in Section 10.c. below, Provider agrees to indemnify and hold harmless CBS, its directors, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement where such claims, demands, actions, settlements or judgments relate to Provider's negligence or willful misconduct, or a breach by Provider of an express warranty contained in this Agreement.
- c. Neither CBS nor Provider shall indemnify the other Party for any claim resulting from the willful or negligent acts of the other Party, its agents, employees or subcontractors.
- d. Upon written request by a Party entitled to indemnification pursuant to this Paragraph (the "Indemnitee"), the other Party (the "Indemnitor") shall pay the reasonable expenses incurred in defending any claim in advance of its final disposition.
- e. CBS or Provider shall promptly notify the other Party of the existence of any claim, or the threat of any claim, based upon or arising out of the activities described in this Agreement.
- f. In the event of a claim as described above, the Indemnitee at its option and cost, shall have the right to defend the claim with counsel of its choice, reasonably acceptable to Indemnitor, and the Indemnitee, at its option, shall have the right to settle any claim after obtaining the consent of the Indemnitor, such consent not to be unreasonably withheld; provided that the Indemnitor shall at all times also have the right to participate fully in the defense and settlement of the claim. Each Party shall cooperate and comply with all reasonable requests that the other Party may make in connection with the defense and settlement of a claim.
- g. For the purposes of this Section 10, submission to CBS of complete and accurate information for use in billing shall be the responsibility of Provider and correct preparation and submission of bills for services based on such information shall be the responsibility of CBS.
- h. The obligations of this Section shall not limit or exclude any rights, indemnities or limitations of liability to which CBS or Provider may otherwise be entitled.
- i. The indemnification obligations in this Section 10 shall continue after the termination of this Agreement for conduct that occurred during the term of this Agreement, and all rights associated with the indemnification obligations shall inure to the benefit of each Party's successors or assigns.

## **11. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

- a. CBS warrants that all services to be provided by CBS hereunder, whether by CBS directly or by an approved subcontractor of CBS, shall fully comply with applicable federal, state and local statutes, rules and regulations, including but not limited to the applicable rules, regulations and accreditation standards and requirements of the Joint Commission, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the National Committee for Quality Assurance.
- b. Provider represents and warrants that all information provided by Provider to CBS in



connection with this Agreement will be complete and accurate so as to permit CBS to fulfill its obligations under this Agreement.

- c. CBS represents and warrants that it will obtain, and shall maintain and keep in force, all consents, licenses, permits, approvals and authorization of federal, state and local governmental authorities which may be required to execute, deliver and perform its obligations under this Agreement.
- d. Provider represents and warrants that both Provider and Provider's health care professionals shall maintain and keep in force all consents, licenses, permits, approvals and authorization of federal, state and local governmental authorities which may be required to execute, deliver and perform its obligations under this Agreement. Provider further agrees to provide evidence of same to CBS.
- e. Provider represents and warrants that all of its Medicare and Medicaid provider enrollment information is up to date and there are no outstanding recertification or revalidation requests pending. If such recertification or revalidation requests arise, Provider will comply with such requests in a prompt and timely manner.
- f. CBS represents and warrants that neither it nor its employees or agents (i) have been convicted of a federal health care crime; (ii) have been excluded from participation in any federal health care programs; or (iii) are currently under investigation or involved in any legal proceeding that may lead to such a conviction or exclusion. CBS shall notify Provider immediately if any of the foregoing occurs, whereupon Provider shall have the right to immediately terminate this Agreement for cause.
- g. Provider represents and warrants that neither it nor its employees or agents (i) have been convicted of a federal health care crime; (ii) have been excluded from participation in any federal health care programs; or (iii) are currently under investigation or involved in any legal proceeding that may lead to such a conviction or exclusion. Provider shall notify CBS immediately if any of the foregoing occurs, whereupon CBS shall have the right to immediately terminate this Agreement for cause.
- h. CBS represents and warrants that it is a Delaware corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- i. Provider represents and warrants that it is a California municipal agency and is duly organized, validly existing, and in good standing under the laws of the State of California, and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- j. CBS represents and warrants that the execution, delivery, and performance of CBS of this Agreement have been authorized by all necessary corporate action on the part of CBS.
- k. Provider represents and warrants that the execution, delivery and performance of Provider of this Agreement have been authorized by all necessary action on the part of Provider.

- 12. FORCE MAJEURE.** Neither Party shall be liable to the other Party for failure to perform its respective obligations under this Agreement if and to the extent that such failure results from

causes beyond the non-performing Party's reasonable control, including without limitation such causes as strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, or any regulations, orders or requirements of any duly authorized governmental body or agency (collectively, "Force Majeure") and occurs despite the non-performing Party's best efforts to avert such failure. If either Party is unable to perform as a result of Force Majeure, it shall promptly notify the other Party in writing of the beginning and estimated ending of each such period. If any period of Force Majeure continues for thirty (30) days or more, the Party not so failing in performance shall have the right to terminate the Agreement upon written notice to the other Party.

**13. DEFAULT.** A material breach by either Party of any representation, warranty or covenant contained in this Agreement, or the failure of either Party to comply with any material terms or conditions set forth in this Agreement shall constitute an event of default ("Default").

**14. TERMINATION.**

a. **Termination without cause.** Either Party may terminate this Agreement without cause upon at least ninety (90) days' written notice to the other Party. In the event Provider terminates this Agreement without cause, CBS shall be entitled to collect any and all fees associated with the implementation and management of the credit card payment transactions.

b. **Termination for cause.** This Agreement may be terminated by either Party for a material breach of the terms of this Agreement pursuant to the procedure outlined below:

i) The Party seeking to terminate this Agreement shall first notify the other Party in writing that it considers the other Party to be in material breach of the Agreement. That notice, in order to be effective, shall set forth in specific detail the provision(s) of the Agreement that the Party considers to have been breached and shall, in addition, specify the act or omissions which the breaching Party has committed or failed to perform.

ii) The Party declared to be in material breach shall have thirty (30) days from the date of receipt of notice to cure said breach, provided that if the nature of the material breach is such that it cannot be cured within thirty (30) days, then the Party declared to be in material breach shall have such time as is reasonably necessary to cure said material breach, but not to exceed sixty (60) days; provided, however, that such Party commences to cure said material breach as promptly as possible after receipt of notice and proceeds to cure such material breach with due diligence. If the Party declared to be in material breach fails to cure in accordance with this subsection, then the Agreement will terminate immediately and the non-breaching Party may seek its remedy at law.

c. **Post-Termination Payment to CBS.** In the event of the expiration, non-renewal or termination of this Agreement, with respect to bills, claims and statements of account submitted by CBS prior to the Termination Date (as defined below), Provider shall elect, in its sole discretion, either to (i) allow CBS to continue collection efforts on behalf of Provider for those bills and claims submitted prior to the Termination Date, as further provided below in Subsection 14.c.i, or (ii) pay the Termination Payment (as defined below) and instruct CBS to cease all collection efforts, as further provided below in Subsection 14.c.ii. Written notice of Provider's election shall be provided to CBS

immediately upon termination. “Termination Date” means the last day of the Term, or the last day of the applicable notice period if the Agreement is terminated as set forth in Subsection 14.a. or 14.b. above.

i) **Post-Termination Collection.** At Provider’s election, CBS shall continue to make collection efforts on bills, claims and statements of account submitted prior to the Termination Date in accordance with all the terms of this Agreement as if the Agreement were still in full force. CBS shall receive compensation for its billing and collection efforts as specified in Subsection 8.a and **ATTACHMENT II**; provided, however, that at the end of four (4) months following the Termination Date, CBS shall cease collection efforts and return to Provider all data in accordance with Section 22. CBS shall receive no further compensation from Provider after payment of the final invoice submitted by CBS at the end of said four (4) months following the Termination Date.

ii) **Termination Payment.** At Provider’s election, CBS shall immediately cease all collection activity and return to Provider forthwith all data in accordance with Section 22. Following such an election, Provider shall pay CBS a termination payment (the “Termination Payment”), which shall include the following:

a) Compensation for collections deposited to the Provider lock-box accounts for the time period from the most recent month’s CBS invoice date to the Termination Date, according to the CBS Monthly Invoice Methodology described in **ATTACHMENT II**; and

b) In the event of expiration, non-renewal, or termination without cause (but not in the event of Provider’s termination with cause due to CBS’s breach of the Agreement), a final payment equal to fifty percent (50%) of expected collections on outstanding accounts billed but not yet collected for the four (4) months prior to the Termination Date, using the actual collections rate for the six (6) months prior to the Termination Date. The final payment is calculated as follows:

$(50\%) \times (\text{Cumulative 6 months Net Receipts/Cumulative 6 months Total Amount Billed}) \times (\text{Total 4 months prior to termination Total Amounts Billed but not collected}) \times (\text{the then-current fee set forth in Section 1 of Attachment II})$

**15. LIMITATION OF LIABILITY.** In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract.

**16. THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**17. SEVERABILITY.** In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom and shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

- 18. NO REFERRAL CONTINGENCY.** The Parties agree hereto that the benefits to each Party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either Party in any facility controlled, managed, or operated by any Party. The Parties expressly acknowledge and agree that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare or Medicaid. No Party shall make or receive any payment that would be prohibited under state or federal law.
- 19. MODIFICATION TO COMPLY WITH LAWS.** In the event that any one or more of the terms of this Agreement is determined to be unlawful or invalid under, or is otherwise inconsistent with state or federal law, as the result of an enforcement action brought against any Party hereto, or an audit or examination of any Party hereto by the Office of Inspector General of the Department of Health & Human Services, the Internal Revenue Service, the United States Justice Department, or any other agency of the state or federal government having jurisdiction over the subject matter of the Agreement, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality, invalidity, or infeasibility. In the event that an enforcement action is brought or threatened against any Party hereto, or an audit or examination is commenced with respect to any Party hereto by any of the aforementioned agencies, and reformation of this Agreement shall facilitate the resolution of the enforcement action or threatened enforcement action, or shall facilitate the resolution of the audit or examination in favor of the Party being examined or audited, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the Agreement to eliminate or revise its term or its terms in a manner to favorably resolve the enforcement action, threatened enforcement action, audit or examination; “favorably resolve” means that it shall be resolved in such a manner that the agency of state or federal government that is bringing or threatening the enforcement action, audit, or examination does not conclude or find that a term of this Agreement is unlawful or invalid under state or federal law. In the event that a change or further interpretation of state or federal law that either of the Parties reasonably believes would render any one or more of the terms of this Agreement unlawful, invalid, or infeasible as provided herein, the Parties hereto agree to negotiate in good faith to reform this Agreement and shall reform the same to eliminate the illegality, invalidity, or infeasibility, and to comply with such change or interpretation. In the event that the Parties do not agree to reform this Agreement as provided herein, this Agreement shall terminate ten (10) days from the date of the negotiations contemplated herein. The terms of this Section shall survive the termination of this Agreement.
- 20. BOOKS AND RECORDS.** Until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, CBS shall make available upon request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of contractor as are reasonably necessary to certify the nature and the reasonable cost of the services rendered pursuant to this Agreement. If CBS carries out any of the duties of this Agreement through a sub-contract, with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such sub-contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such sub-contract, the related organization shall make available, upon request of the Secretary of the

Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the sub-contract, books, documents, and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said sub-contract. This Section shall survive the expiration or termination of this Agreement for any reason.

21. **PATIENT INFORMATION.** CBS shall cause its employees, agents and affiliates to hold as confidential, in accordance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, all individually identifiable health information except as it relates to the delivery of treatment, obtaining of payment for services and conducting necessary healthcare operations. Provider shall cause its employees, agents and affiliates to hold as confidential, in accordance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996, all individually identifiable health information except as it relates to the delivery of treatment, obtaining of payment for services and conducting necessary healthcare operations. Accordingly, the Parties hereby incorporate the attached Business Associate Addendum in **ATTACHMENT III** as an integral part of this Agreement.
22. **PATIENT RECORDS.** Upon termination of this Agreement, except as otherwise provided in order to complete obligations under Subsection 14.c.i, CBS shall promptly deliver to Provider active patient ledgers with complete histories, explanations of benefits, and aged accounts receivable with detail and summary. Electronic documents will be delivered in agreed upon electronic form.
23. **CONFIDENTIALITY.** The Parties acknowledge that during the term of this Agreement each may acquire and have access to confidential information about the other Party, including but not limited to information pertaining to such Party's finances, business practices, long-term or strategic plans, facilities and similar matters (the "Confidential Information"). The Confidential Information of each Party is and shall remain the sole and exclusive property of such Party. Except (i) pursuant to an express request by the owner of the Confidential Information, (ii) as may be necessary to render services hereunder, or (iii) as may be required by law, a court or government agency (and with respect to items (ii) and (iii), only if the Party gives the owner of the Confidential Information notice of such disclosure as far in advance of such disclosure as is practicable under the circumstances and an opportunity to object to such disclosure, or to object and seek protective relief with respect to item (iii)), neither Party shall at any time during the term of this Agreement or after its termination or expiration use for any purpose (other than the provision of services hereunder) or disclose or distribute to any person, corporation, court, governmental agency or other entity any of the Confidential Information of the other Party, and the Confidential Information of a Party shall be disclosed internally at the other Party only to the minimum extent necessary for such Party to perform its obligations hereunder.
24. **ASSIGNMENT.** Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other.
25. **WAIVER.** The waiver by one party of any breach or failure of the other party to perform any covenant or obligation contained in this Agreement shall not constitute a waiver of any subsequent breach or failure.
26. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties, all other prior agreements being merged herein, and this Agreement shall not be modified except in writing signed by the Party against whom such modification is sought to be enforced.

**27. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, the choice-of-law and conflict-of-law provisions of Colorado notwithstanding. Any legal action or other legal proceeding relating to this contract or the enforcement of any provision of this contract may be only brought or otherwise commenced in the state courts in Arapahoe County, Colorado or the federal courts of the United States for the District of Colorado. Each party expressly and irrevocably consents and submits to the jurisdiction of such courts in connection with any such legal proceeding.

**28. NOTICE.** Any notice, demand or communication required or permitted to be given hereunder shall be deemed effectively given when personally delivered, when actually received by guaranteed overnight delivery service, or five (5) business days after being deposited in the United States mail, with postage prepaid thereon, sent certified or registered mail, return receipt requested, and in all such cases addressed as follows:

If to Provider:

Big Bear Fire Authority  
 41090 Big Bear Blvd.  
 Big Bear Lake, CA 92315  
 Attn: \_\_\_\_\_

If to CBS:

Air Methods Corporation  
 5500 S. Quebec Street, Suite 300  
 Greenwood Village, CO 80111  
 Attn: Legal Department

With a copy to:  
 Complete Billing Solutions  
 2190 E. Pebble Road, Suite 100  
 Las Vegas, NV 89123  
 Attn: Senior Manager-Revenue Cycle

**29. ATTORNEYS' FEES.** In the event that it becomes necessary for either Party to enforce any rights or obligations outlined herein, through litigation, arbitration, or other similar proceeding, the Party substantially prevailing in any such action shall be entitled to recover all costs associated therewith, including without limitation all reasonable attorneys' fees, expert witness fees and all other fees and costs, provided that such fees and costs have been awarded by a court or tribunal of competent jurisdiction.

**30. RECITALS AND ATTACHMENTS.** The recitals contained in the first portion of this Agreement and **ATTACHMENTS I, II and III** are made an integral part of this Agreement.

**31. COUNTERPARTS; ELECTRONIC SIGNATURE.** This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument. Any executed counterpart to this Agreement may be delivered by .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

**IN WITNESS WHEREOF**, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

AIR METHODS CORPORATION  
d/b/a Complete Billing Solutions

BIG BEAR FIRE AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT I****Patient Billing Information Required from Provider**

A completed copy of the medical transport record, including the following required data elements:

1. Date(s) and time(s) of services: receipt of call; departure from base; arrival for pick-up; departure from pick-up; arrival to drop-off destination.
2. Mode of transport
3. Vehicle information: run number, driver, and vehicle.
4. Locations: pick-up location and drop-off destination.
5. Name(s) of medical personnel involved with service: nurse(s), physician(s) or other Provider(s) in transport vehicle; medical control physician (if applicable).
6. Medical problem(s): description of medical problem and circumstances surrounding injury or illness and clear description as to why patient required ground ambulance medical transportation.
7. Condition Code: Identify what Medicare Condition Code appropriately reflects the condition of the patient transported.
8. For trauma: vehicle insurance carrier (if applicable); location of injury; type and circumstances of injury; officer name, badge number, case number, station telephone number (if applicable).
9. For work injuries: name of patient's employer; employer contact telephone number; type and circumstances of injury.
10. For inter-facility transfers: documentation of reason for transfer; name of referring physician; copy of referring facility's patient transfer document (if applicable). Justification of destination as the closest appropriate facility.
11. Physician Certification Statement/Medical Necessity Form.
12. Authorization for treatment and transport and release of information for billing as may be required by law.



**ATTACHMENT II****Compensation to CBS**

Provider shall pay CBS in accordance with the terms of this Attachment as compensation in full for the billing services CBS performs under this Agreement.

1. Compensation for billing services performed by CBS under this Agreement shall be as follows:
  - First 12 months of the Term: Four and Three Quarters Percent (4.75%) of Net Receipts
  - Second 12 months of the Term: Five Percent (5%) of Net Receipts
  - Third 12 months of the Term: Five and One Quarter Percent (5.25%) of Net Receipts
  
2. Net Receipts are calculated by subtracting Adjustments from Gross Receipts.
  - a. Gross Receipts are payments deposited to the Provider lockbox account in the preceding month for transports billed by CBS to Payors during any preceding month, except that Gross Receipts shall not include the following:
    - i) Funds collected by a collection agency, except for payments received for an account within ten (10) days after transferring that account to the collection agency;
    - ii) Contractual adjustments (e.g., percentage discounts to the Charge Schedule) applicable to Gross Receipts during the preceding month;
    - iii) Funds in dispute, while the dispute is ongoing; and
    - iv) Administrative write-off and bad debt amounts.
  
  - b. Adjustments include the following:
    - i) Refunds issued to Payors during the preceding month for any prior overpayments for which CBS was previously compensated; and
    - ii) Corrections of errors in recording Gross Receipts or calculating Net Receipts for any preceding month.
  
  - c. Credit Card Processing Fees:
    - i) CBS will process credit card payment transactions on behalf of Provider through Provider's existing bank merchant account.
    - ii) In the event Provider's segregated merchant account is canceled, Provider is unable to give CBS access to Provider's credit card process, or Provider elects not to use its own process, Provider shall utilize CBS's credit card processing option. This option shall consist of CBS processing the credit card payment transaction(s) on behalf of Provider through a segregated merchant account set up by CBS, in which case the receipts of such credit card payments will be deducted from Provider's monthly invoice as referenced in Section 8.a. of the Agreement.
    - iii) Pass-through credit card transaction fee(s) with no mark-up are charged back when Provider's credit card transactions are processed through the CBS option.

**ATTACHMENT III****HIPAA BUSINESS ASSOCIATE ADDENDUM**

This HIPAA Business Associate Addendum (“Addendum”) is made part of that certain Agreement for Billing Services dated April 1, 2019 (“Agreement”), between Air Methods Corporation d/b/a Complete Billing Solutions (“Associate”) and Big Bear Fire Authority (“Entity”).

Entity and Associate agree that the parties incorporate this Addendum into the Agreement in order to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and their implementing regulations set forth at 45 C.F.R. Parts 160 and Part 164 (the “HIPAA Rules”). To the extent Associate is acting as a Business Associate of Entity pursuant to the Agreement, the provisions of this Addendum shall apply.

**1. Definitions.** Capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in the HIPAA Rules. References to “PHI” mean Protected Health Information maintained, created, received or transmitted by Associate in its capacity as a Business Associate of Entity.

**2. Uses or Disclosures.** Associate will neither use nor disclose PHI except as permitted or required by this Addendum or as Required By Law. To the extent Associate is to carry out an obligation of a Covered Entity under 45 CFR Part 164, Subparts A and E, Associate shall comply with the requirements of 45 CFR Part 164, Subparts A and E that apply to such Covered Entity in the performance of such obligation. Associate is permitted to use and disclose PHI:

(a) to perform any and all obligations of Associate pursuant to the Agreement, provided that such use or disclosure would not violate the HIPAA Rules, if done by Entity directly;

(b) as otherwise permitted by law, provided that such use or disclosure would not violate the HIPAA Rules, if done by Entity directly and provided that Entity gives its prior written consent;

(c) to perform Data Aggregation services relating to Entity’s health care operations;

(d) to report violations of the law to federal or state authorities consistent with 45 CFR § 164.502(j)(1);

(e) as necessary for Associate’s proper management and administration and to carry out Associate’s legal responsibilities (collectively “Associate’s Operations”), provided that Associate may only disclose PHI for Associate’s Operations if the disclosure is Required By Law or Associate obtains reasonable assurance, evidenced by a written contract, from the recipient that the recipient will: (1) hold such PHI in confidence and use or further disclose it only for the purpose for which it was disclosed or as Required By Law; and (2) notify Associate of any instance of which the recipient becomes aware in which the confidentiality of such PHI was breached;

(f) to create de-identified information in accordance with 45 CFR § 164.514(b), provided that such de-identified information may be used and disclosed only consistent with applicable law;

(g) to create a limited data set as defined at 45 CFR §164.514(e)(2), provided that Associate will only use and disclose such limited data set for purposes of research, public health or health care operations and will comply with the data use agreement requirements of 45 CFR §164.514(e)(4), including that Associate will not identify the information or contact the individuals.

In the event Entity notifies Associate of an Individual's restriction request granted pursuant to 45 CFR §164.522 that would restrict a use or disclosure otherwise permitted by this Section, Associate shall comply with the terms of the restriction request.

**3. Safeguards.** Associate will use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Addendum. Associate will also comply with the applicable provisions of 45 CFR Part 164, Subpart C with respect to electronic PHI to prevent any use or disclosure of such information other than as provided by this Addendum.

**4. Subcontractors.** In accordance with 45 CFR §§ 164.308(b)(2) and 164.502(e)(1)(ii), Associate will ensure that all of its Subcontractors that create, receive, maintain or transmit PHI on behalf of Associate agree by written contract to comply with the same restrictions and conditions that apply to Associate with respect to such PHI, including but not limited to the obligation to comply with applicable provisions of 45 CFR Part 164, Subpart C.

**5. Minimum Necessary.** Associate will limit its uses and disclosures of, and requests for, PHI (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

**6. Entity Obligations.** Entity shall notify Associate of (i) any limitations in its notice of privacy practices, (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI, and (iii) any confidential communication request or restriction on the use or disclosure of PHI that Entity has agreed to or with which Entity is required to comply, to the extent any of the foregoing affect Associate's use or disclosure of PHI. Entity shall not request Associate to use or disclose PHI in a manner not permitted by the HIPAA Rules, shall obtain all permissions or authorizations, if any, required to disclose PHI to Associate in order for Associate to perform its obligations under the Agreement, and only disclose to Associate the minimum Protected Health Information necessary to allow Associate to perform its obligations under the Agreement.

**7. Access and Amendment.** In accordance with 45 CFR § 164.524, Associate shall permit Entity or an Individual (or the Individual's designee) to inspect and obtain copies of any PHI about the Individual that is in Associate's custody or control and that is maintained by Associate in a Designated Record Set. If the requested PHI is maintained electronically, Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Entity and the individual. Associate will, upon receipt of notice from Entity, promptly amend or permit Entity access to amend PHI so that Entity may meet its amendment obligations under 45 CFR § 164.526.

**8. Accounting.** Except for disclosures excluded from the accounting obligation by the HIPAA Rules, Associate will record for each disclosure that Associate makes of PHI the information necessary for Entity to make an accounting of disclosures pursuant to the HIPAA Rules. In the event the U.S. Department of Health and Human Services ("HHS") finalizes regulations requiring Covered Entities to provide access reports, Associate shall also record such information with respect to electronic PHI held by Associate as would be required under the regulations for Covered Entities beginning on the required compliance date of such regulations. Associate will make information required to be recorded pursuant to this Section available to Entity promptly upon Entity's request for the period requested, but for no longer than required by the HIPAA Rules. Associate need not have any information for disclosures occurring before the effective date of this Addendum.

9. **Inspection of Books and Records.** Associate will make its internal practices, books, and records, relating to its use and disclosure of PHI, available upon request to HHS to determine compliance with the HIPAA Rules.

10. **Reporting.** To the extent Associate becomes aware or discovers any use or disclosure of PHI not permitted by this Addendum, any Security Incident involving electronic PHI or any Breach of Unsecured Protected Health Information involving PHI, Associate shall promptly report such use, disclosure, Security Incident or Breach to Entity. Associate shall mitigate, to the extent practicable, any harmful effect known to it of a Security Incident, Breach or non-permitted use or disclosure of PHI by Associate. Notwithstanding the foregoing, the parties acknowledge and agree that this Section constitutes notice by Associate to Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI. All reports of Breaches shall be made in compliance with 45 CFR § 164.410.

11. **Term.** This Addendum shall be effective as of the effective date of the Agreement and shall remain in effect until termination of the Agreement. Either party may terminate this Addendum and the Agreement effective immediately if it determines that the other party has breached a material provision of this Addendum and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If the non-breaching party determines that cure is not possible, such party may terminate this Addendum and the Agreement effective immediately upon written notice to other party. Upon termination of this Addendum for any reason, Associate will, if feasible, return to Entity or destroy all PHI maintained by Associate in any form or medium, including all copies of such PHI. Further, Associate shall recover any PHI in the possession of its Subcontractors and return to Entity or securely destroy all such PHI. In the event that Associate determines that returning or destroying any PHI is infeasible, Associate may maintain such PHI but shall continue to abide by the terms and conditions of this Addendum with respect to such PHI and shall limit its further use or disclosure of such PHI to those purposes that make return or destruction of the PHI infeasible. Upon termination of this Addendum for any reason, all of Associate's obligations under this Addendum shall survive termination and remain in effect (a) until Associate has completed the return or destruction of PHI as required by this Section and (b) to the extent Associate retains any PHI pursuant to this Section.

12. **General Provisions.** In the event that any final regulation or amendment to final regulations is promulgated by HHS or other government regulatory authority with respect to PHI, the parties shall negotiate in good faith to amend this Addendum to remain in compliance with such regulations. Any ambiguity in this Addendum shall be resolved to permit the parties to comply with the HIPAA Rules. Nothing in this Addendum shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended. The terms and conditions of this Addendum override and control any conflicting term or condition of the Agreement and replace and supersede any prior business associate agreements in place between the parties. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates indicated below.

BIG BEAR FIRE AUTHORITY

AIR METHODS CORPORATION  
d/b/a Complete Billing Solutions

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA8

**MEETING DATE:** February 2, 2021

**TO:** Chairman and Members of the Big Bear Fire Authority

**FROM:** Jeff Willis, Fire Chief *JW*

**PREPARED BY:** Kristin Mandolini, Sr. Finance Officer *KM*

**SUBJECT:** 2019 ASSISTANCE TO FIREFIGHTERS GRANT BUDGET ADJUSTMENT

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## **BACKGROUND**

In February of 2019, Captain Josh Mandolini successfully applied for and received grant funding from the federally funded Assistance to Firefighter Grant (AFG). Captain Mandolin secured a grant of \$316,721 to purchase 34 SCBA's (Self Contained Breathing Apparatus) along with a compressor and related equipment for the Department. This new equipment meets all current standards and regulations set forth by OSHA (Occupational Safety & Health Administration) and NFPA (National Fire Protection Association).

## **DISCUSSION**

The Assistance to Firefighter Grant requires a local cost match of 5%.

## **RECOMMENDATION**

Staff recommends the Board approve a \$15,836.20 budget adjustment to meet the requirements of the AFG, as well as a budget adjustment of \$316,721 for the grant revenue and expenses.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA9

**MEETING DATE:** February 2, 2021

**TO:** Chairman and Directors of Big Bear Fire Authority

**FROM:** Jeff Willis, Fire Chief *JW*

**PREPARED BY:** Dawn Marschinke, *DM*

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

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## **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, Ziegler, Caretto, and Herrick were members of the 2020 Committee.

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. There are several goals contemplated for 2021 in which the Committee will likely be instrumental to adequately address complexities within each goal.

## **RECOMMENDATION**

Staff recommends the Fire Authority Board Chair appoint four directors, two from each respective member agency. The Fire Authority Board shall affirm the Chair's appointments by vote.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA10

**MEETING DATE:** February 2, 2021

**TO:** Chairman 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**

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## **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 and mitigated at the local level.

## **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 Chairman of the Authority Board of Directors and four other members of the Fire Authority Board selected by the Board Chairman.

The Appeals Board members that were appointed to serve for a period of one year at the February 5, 2019, Board meeting include Directors Green, Jahn, Jackowski, Walsh, and Ziegler.

## **RECOMMENDATION**

Staff recommends the Fire Authority Board Chairman appoint by nomination, four Directors to serve along with the Chairman, as the Appeals Board for the period of one year.





# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA11

**MEETING DATE:** February 2, 2021

**TO:** Chairman and Directors of Big Bear Fire Authority

**FROM:** Jeff Willis, Fire Chief *JW*

**PREPARED BY:** Dawn Marschinke, Board Secretary *DM*

**SUBJECT:** **ASSIGNMENT OF A FIRE AUTHORITY BOARD MEMBER  
DELEGATE TO THE CALIFORNIA JOINT POWERS  
INSURANCE AUTHORITY (CJPIA) BOARD FOR 2021**

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## **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 5, 2019, Director Caretto was appointed as the Fire Authority delegate to the CJPIA Board for 2020; Director Jackowski was appointed as alternate. The appointments are now up for renewal for 2021.

## **STAFF RECOMMENDATION**

Staff recommends the Fire Authority Board Chairman 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 2021.

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. FA12

**MEETING DATE:** February 2, 2021

**TO:** Chairman and Directors of Big Bear Fire Authority

**FROM:** Jeff Willis, Fire Chief *JW*

**SUBJECT:** **LEASE PURCHASE AGREEMENT AND RESOLUTION FOR  
TYPE 1 STRUCTURE ENGINE IN CONJUNCTION WITH DEBT  
ISSUANCE POLICIES AND PROCEDURES**

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## **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 best model and associated cost.

## **DISCUSSION**

The Apparatus Specification Committee has met on numerous occasions since July of 2020. The purpose of the specification committee was to work with various manufacturers to properly spec out a new Type 1 structure engine that will correctly serve the community for decades to come.

A total of 5 manufacturers were contacted. Careful consideration was given to build quality, manufacturer serviceability, warranty, and cost. Through this arduous process, the specification committee presented their findings and recommended to the Administrative Committee to purchase a Pierce Midship Arrow XT Type 1 structure engine from South Coast Fire Equipment. The purchase cost including tax is \$671,650.83. The estimated build time from Pierce is approximately 14 months.

With this extended build time from Pierce, it is recommended that the Board consider allowing staff to reorganize the 3-year fleet replacement plan to better align with now known delivery times. This will provide for sensible in-service dates regarding new vehicles and apparatus that are more readily available. This recommendation will remain consistent with the 3-year fleet replacement plan previously authorized by the Board, it would simply allow for acquisition of certain apparatus ahead of schedule within the 3-year window

Pierce Manufacturing has a pre-established business relationship with PNC Equipment Finance, LLC (PNC). PNC exclusively finances Pierce Manufacturing apparatus and other emergency vehicles. The companies work together throughout the build process to ensure a seamless transaction. Market research indicates the interest rates PNC is offering are competitive. The proposed lease purchase term is 5 years at a 1.64% interest rate upon loan approval by PNC.

Lease purchase financing up front, allows Pierce to offer a \$21,000 discount on the price of the engine. This discount has been applied in the stated total price including tax in the amount of \$671,650.83

### **FISCAL IMPACT**

An annual payment of \$119,549.62 for the next 5 fiscal years will be required. The Board approved a \$100,000 budget adjustment at the August 4, 2020, Board meeting for the purpose of apparatus purchase. The \$100,000 will be expended upon approval of the loan and execution of the lease purchase agreement.

### **RECOMMENDATION**

#### **Administrative Committee Recommendation**

The Administrative Committee recommends the Board purchase a Pierce Midship Arrow XT Type 1 structure engine from South Coast Fire Equipment as presented and recommended by the Apparatus Specification Committee.

#### **Staff Recommendation**

1. Approve Big Bear Fire Authority Debt Issuance Policies & Procedures.
2. Approve Resolution BBFA2021-XXX.
3. Authorize the Chief in consultation with legal Counsel to execute the Master Lease Purchase Agreement between the Authority and PNC Equipment Finance, LLC upon approval of the Authority's credit (sample lease provided pending credit approval).
4. Request legal counsel to issue an "Opinion of Counsel" stating the Authority is a political subdivision of the State of California as defined by statute and as required by PNC Equipment Finance, LLC.
5. Authorize the Fire Chief, Authority Counsel, Board Chairman and Pierce Manufacturing representatives to develop and execute a purchase contract that is not to exceed the agreed upon purchase price. Purchase contract will establish deliverables and performance timelines to protect the Authority's interests.
6. Authorize staff to present and work with the Administrative Committee to reorganize the 3-year fleet replacement plan to better align with known future delivery dates.

Attachment A: Draft Lease Agreement

Attachment B: Resolution BBFA2021-XXX PNC Lease Purchase

Attachment C: Debt Policies

Attachment D:

Master Lease-Purchase Agreement  
Between  
\_\_\_\_\_ and  
PNC Equipment Finance, LLC

Document Index

- Master Lease-Purchase Agreement – Sign and provide title on the last page
- Lease Schedule with Schedule A-1 – Sign and title
- Vehicle Schedule Addendum – Sign and title
- Resolution – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Incumbency Certificate – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.
- Titled Vehicle Guidelines - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Three or Four Party Agreement – Sign and title.
- Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- IRS FORM 8038-G – Sign, date, and title
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Invoice for advance payment – please send your check in the amount of \$0.00, made payable to PNC Equipment Finance, LLC.
- Sales Tax Exemption Certificate – Please provide an up to date State Sales Tax Exemption Certificate.
- Sales Contract or Purchase Order - Please provide a copy of the Sales Contract enter into with Pierce Manufacturing or a copy of the Purchase Order issued to Pierce Manufacturing Inc.

## MASTER LEASE – PURCHASE AGREEMENT

Dated as of \_\_\_\_\_

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented (“Master Lease”) is made and entered by and between PNC Equipment Finance, LLC (“Lessor”) and the Lessee identified below (“Lessee”).

LESSEE: \_\_\_\_\_

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) “Schedule” means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) “Lease” means each Schedule and this Master Lease as incorporated into said Schedule. (c) “Equipment” means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) “Lien” means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease (“Lease Term”) commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee’s payment and performance in full of all of Lessee’s obligations under the Lease.

#### 4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule (“Rent Payments”). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

#### 5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (“Location”) by Equipment suppliers (“Suppliers”) selected by Lessee.

Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

## **6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.**

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

**7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES,**

**WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR’S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer’s or Supplier’s product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee’s sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee’s specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer’s or Supplier’s product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

#### **8. TITLE; SECURITY INTEREST.**

8.1 Upon Lessee’s acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor’s security interest therein and all of Lessor’s other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 “Secured Obligations” means Lessee’s obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

**9. PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

**10. MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer’s instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer’s warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements (“Improvements”) to any Equipment without Lessor’s prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

**11. LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor’s prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

**12. LIENS, SUBLEASES AND TAXES.**



12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

### **13. RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

### **14. INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act,

error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

**15. PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

**16. LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

**17. TAX COVENANTS.** Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking

into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

## 18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**19. EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING.** Each Lease shall be governed by the laws of the state of the lessee (The "State").

23. **NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as

the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

**24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.** Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

**25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.**

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

**26. USA PATRIOT ACT NOTICE.**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

**27. SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

**28. EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

**29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

**30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.**

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

**31. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

Title \_\_\_\_\_

155 East Broad Street, B4-B230-06-7  
Columbus, OH 43215

SAMPLE

**LEASE SCHEDULE NO. \_\_\_\_\_**

Dated As Of \_\_\_\_\_

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated \_\_\_\_\_

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.
3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.
6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

("Lessee")

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## Schedule A-1

### 1. EQUIPMENT LOCATION & DESCRIPTION:

Name  
Address

County

Equipment Description

### 2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: \_\_\_\_\_

(b) Amount Financed:

i.	Equipment Purchase Price	\$0.00
ii.	Purchase Price Deduction	\$0.00
	Prepay Discounts	<u>\$0.00</u>
	Trade In	<u>\$0.00</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	\$0.00

(c) Payment Schedule:

Accrual Date: \_\_\_\_\_

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
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SAMPLE

("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

Title: \_\_\_\_\_

### VEHICLE SCHEDULE ADDENDUM

Dated As Of \_\_\_\_\_

Lease Schedule No. \_\_\_\_\_ Dated \_\_\_\_\_

Lessee: \_\_\_\_\_

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Equipment Finance, LLC ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

("Lessee")  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC Equipment Finance, LLC  
("Lessor")  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESOLUTION

Municipality/Lessee: \_\_\_\_\_

Principal Amount Expected To Be Financed:       \$ \_\_\_\_\_

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this \_\_\_\_\_, 2019.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATE OF INCUMBENCY

Lessee: \_\_\_\_\_

Lease Schedule No.: \_\_\_\_\_

Dated: \_\_\_\_\_

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
------	-------	-----------

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM OF OPINION OF COUNSEL

(To Be Typed on Attorney's Letterhead Stationary)

Date:

Lessee: \_\_\_\_\_

Lessor: PNC Equipment Finance, LLC

Re: Lease Schedule No. \_\_\_\_\_ dated \_\_\_\_\_, together with its Master Lease-Purchase Agreement dated \_\_\_\_\_, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of \_\_\_\_\_ (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

## INSURANCE COVERAGE DISCLOSURE

PNC Equipment Finance, LLC, LESSOR

\_\_\_\_\_, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

to issue: (check to indicate coverage)

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per occurrence  
 \$2,000,000.00 aggregate bodily injury liability  
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, Attn: Insurance Dept, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE:

By: \_\_\_\_\_ Title: \_\_\_\_\_



## INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

### ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

### Certificate Holder Information:

PNC Equipment Finance, LLC, its successors and/or all assigns  
Attn: Insurance Dept  
995 Dalton Ave.  
Cincinnati, OH 45203

Please send a FAX copy of certificate to Cheryl Lopez at 1-800-678-0602.

The original should be mailed to the same at:

PNC Equipment Finance, LLC  
Attn: Insurance Dept  
995 Dalton Ave.  
Cincinnati, OH 45203

Please call Cheryl Lopez at 1-800-820-9041, ext. 4, if you have any questions.

# FOUR PARTY AGREEMENT

Dated as of \_\_\_\_\_

Lessee means \_\_\_\_\_

“Lease Schedule” means Lease Schedule No. \_\_\_\_\_ dated \_\_\_\_\_, together with its Schedule A-1.

“Pierce” means Pierce Manufacturing Inc., the manufacturer of the Equipment.

“Supplier” means: \_\_\_\_\_

Reference is made to the Lease Schedule (“Lease Schedule”) and to the Master Lease-Purchase Agreement (“Master Lease”) identified in said Lease Schedule, described above between PNC Equipment Finance, LLC (“Lessor”) and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule (“Equipment”) to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	\$0.00
Vendor Discounts:	\$0.00
Advance Payment Date:	_____

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the “Amount Financed”) stated below. Lessee agrees that the Lease Term and Lessee’s obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	\$0.00
Trade In:	\$0.00
Amount Financed:	\$0.00

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: \_\_\_\_\_

(b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: \_\_\_\_\_

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the “Delayed Equipment”), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

- (a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- (b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- (c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

\_\_\_\_\_  
("Lessee")

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Pierce Manufacturing Inc.  
("Pierce")

\_\_\_\_\_  
("Supplier")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

**DELIVERY & ACCEPTANCE CERTIFICATE**

Lease Schedule No. \_\_\_\_\_

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. **ACCEPTANCE OF EQUIPMENT.** As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: \_\_\_\_\_

2. **RENT PAYMENTS.** Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

\_\_\_\_\_  
("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **Guidelines and Expectations for Titled Vehicle Leasing**

Thank you for choosing **PNC Equipment Finance, LLC** (“PNCEF”) for your vehicle financing needs. Please refer to the Guidelines and Expectations outlined below to guide you through the transfer of title and vehicle registration process.

### **FOR OUR LESSEES/BORROWERS:**

#### **Sales Tax Exemption Certificate** (for Leases only)

- If your business is eligible for sales tax exemption status, please provide a Sales Tax Exemption Certificate to PNCEF prior to signing your lease documentation. For tax exempt over-the-road trucks, please provide an ICC Carrier Certificate in addition to the Sales Tax Exemption form.

#### **If the Lessee/Borrower is completing title work and/or registration:**

- The vendor or prior vehicle owner will provide you with a completed MSO or Title and Title Application. You are responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

### **FOR VENDORS OR PRIOR VEHICLE OWNERS:**

#### **Proof of Origination/Ownership**

- Please provide PNCEF with a copy of the FRONT side of the MSO, or Current Title and Title Application.

#### **If the Vendor or Prior Owner is completing title work and/or registration...**

- PNCEF must receive a copy of the Title Application and BACK SIDE of the Title/MSO showing Lessee/Borrower as Owner and PNCEF as Lienholder *prior to releasing funds*.

### **TITLE INFORMATION:**

- New title listing PNCEF should appear as follows:

**Owner:** \_\_\_\_\_

**Lienholder:** “PNC Equipment Finance, LLC”

#### **Original Titles/MSO**

- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and PNCEF as Lienholder must be mailed to PNCEF within 60 days of registration. PNCEF will retain all titles subject to the terms of the Lease/Loan.

#### **Mail Title/MSO(s) to the following address:**

- PNC Equipment Finance, Attn: Collateral Department, 995 Dalton Avenue, Cincinnati, OH 45203
- For questions, please call our Client Care Department at 513-455-2323

# PNC Equipment Finance, LLC INFORMATION REQUEST

LESSEE NAME: \_\_\_\_\_

FEDERAL TAX I.D. # \_\_\_\_\_

BILLING ADDRESS:

\_\_\_\_\_  
Billing Contact

\_\_\_\_\_  
Street Address or Post Office Box

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

\_\_\_\_\_  
Street Address or Post Office Box

\_\_\_\_\_  
City, State and Zip

Require Board Approval for Payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

Board Meeting Date? \_\_\_\_\_

Require signed vouchers for payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Please list any special instructions below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. BBFA2021-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, ADOPTING A DEBT POLICY PURSUANT TO GOVERNMENT CODE SECTION 5852.1, AUTHORIZING EXECUTION OF A MASTER LEASE PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC, AND TAKING CERTAIN OTHER ACTIONS RELATED THERETO**

Municipality/Lessee: Big Bear Fire Authority

Principal Amount Expected To Be Financed: Not to exceed \$700,000

**WHEREAS**, pursuant to applicable law, the governing body of Big Bear Fire Authority “Authority” is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Authority; and

**WHEREAS**, the Authority hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements (“Leases”) in the principal amount not exceeding the amount stated above for the purpose of acquiring the property (“Equipment”) to be described in the Leases is appropriate and necessary to the functions and operations of the Authority; and

**WHEREAS**, PNC Equipment Finance, LLC (“Lessor”) shall act as Lessor under said Leases; and

**WHEREAS**, the Authority further wishes to adopt the debt policy currently on file with the Board Secretary in accordance with the requirements of Government Code section 5852.21.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY DOES RESOLVE AS FOLLOWS:**

**Section 1.** The debt policy on file with the Board Secretary is hereby approved.

**Section 2.** The form of the Lease presented herewith is hereby adopted and approved by the Board. Either one of the Fire Chief AND/OR Senior Finance Officer (each an “Authorized Representative”) acting on behalf of the Authority, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Authority. The Authorized Representative may make such changes to the Leases as necessary to consummate this transaction, provided that the Authorized Representative may not increase the amount borrowed above the maximum amount set forth herein or the interest rate above such rate as set forth herein. Each Authorized Representative acting on behalf of the Authority is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All

other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

**Section 3.** By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Authority to execute and deliver agreements and documents relating to the Leases on behalf of the Authority.

**Section 4.** The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases at a rate not to exceed 2% per annum, and the Leases shall contain such options to purchase by the Authority as set forth therein.

**Section 5.** The Authority's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Authority's obligations under the Leases shall not constitute general obligations of the Authority or indebtedness under the Constitution or laws of the State.

**Section 6.** As to each Lease, the Authority reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.



**Section 7.** The good faith estimates required pursuant to Government Code section 5852.1 are set forth in Exhibit A hereto, having been provided by the Lessor for purposes of this approval.

**PASSED, APPROVED, AND ADOPTED** this 2nd day of February, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Caretto  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

\_\_\_\_\_  
Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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

I, Dawn E. Marschinke, 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. BBFA2021-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the 2nd day of February, 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 this 2nd day of February, 2021.

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

**Exhibit A  
Good Faith Estimates**

**(A) The true interest cost of the bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds.**

1.64%

**(B) The finance charge of the bonds, which means the sum of all fees and charges paid to third parties.**

\$0

**(C) The amount of proceeds received by the public body for sale of the bonds less the finance charge of the bonds described in subparagraph (B) and any reserves or capitalized interest paid or funded with proceeds of the bonds.**

\$671,650.83

**(D) The total payment amount, which means the sum total of all payments the borrower will make to pay debt service on the bonds plus the finance charge of the bonds described in subparagraph (B) not paid with the proceeds of the bonds. The total payment amount shall be calculated to the final maturity of the bonds.**

\$697,748.10

**BIG BEAR FIRE AUTHORITY**  
**DEBT ISSUANCE POLICIES & PROCEDURES**

**Authorized Purposes for the Issuance of Debt**

The Big Bear Fire Authority (the “Authority”) may issue debt for any of the following purposes:

1. To pay for the cost of equipment and capital improvements, including, without limitation, acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging, and/or equipping Authority facilities, acquiring fire engines, and acquisition of other property necessary or convenient to accomplish the purposes of the Authority
2. To refund existing debt
3. To provide for cash flow needs

**Authorized Types of Debt**

The Fire Chief or designee shall recommend to the Board potential financing method(s) that result in the highest benefit to the Authority, with the cost of staff and consultants considered. Potential financing sources may include:

1. Short-Term Debt
  - a. Short-term debt, such as TRANs, when necessary to allow the Authority to meet its cash flow requirements.
  - b. Bond anticipation notes (BANs) to provide interim financing for capital bond projects that will ultimately be paid from general obligation bonds, special assessments, or special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 or other funding sources that are reasonably available to meet the Authority’s repayment requirements.
  - c. Grant anticipation notes (GANs) to provide interim financing pending the receipt of grants and/or loans from the state or federal government that have been appropriated and committed to the Authority.
2. Long-Term Debt
  - a. General obligation bonds for projects approved by voters.
  - b. Special tax bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982.
  - c. Special Assessment Bonds.
3. Lease financing and Installment Sale Agreements, including certificates of participation (COPs) and Lease Revenue Bonds (LRBs)
  - a. To fund priority capital equipment purchases when pay-as-you-go financing is not

desirable.

- b. To fund facilities and projects when there is insufficient time to obtain voter approval or in instances where obtaining voter approval is either not practical or unavailable.
4. Special financing programs or structures offered by the federal or state government, or other tax credit obligations or obligations that provide subsidized interest payments, when the use of such programs or structures is determined to result in sufficiently lower financing costs compared to traditional tax-exempt bonds and/or COPs.
5. Temporary borrowing from other sources.

#### **Relationship of Debt to Authority Facilities Program and Budget**

Decisions regarding the issuance of debt for the purpose of financing capital improvement shall be aligned with current needs for acquisition, development, and/or improvement of Authority property and facilities as identified in the Authority's facilities master plan or other applicable needs assessment, the projected costs of those needs, schedules for the projects, and the expected resources.

The cost of debt issued for major capital repairs or replacements shall be evaluated against the potential cost of delaying such repairs and/or replacing such facilities.

When considering a debt issuance, the Authority may evaluate both the short-term and long-term implications of the debt issuance and additional operating costs associated with the new projects involved. Such evaluation may include the tax burden on the Authority's taxpayers; the effect of annual debt service secured by the general fund on general fund expenditures; the amortization structure, prepayment features, and useful life of the projects being financed (for further information see "Structure of Debt Issues" below).

The Authority may enter into credit enhancement agreements such as municipal bond insurance, surety bonds, letters of credit, and lines of credit with commercial banks, municipal bond insurance companies, or other financial entities when their use is judged to lower borrowing costs, eliminate restrictive covenants, or have a net economic benefit to the financing.

#### **Structure of Debt Issues**

The Authority shall consider the overall impact of the current and future debt burden of the financing when determining the duration of the debt issue.

The Authority shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, ensure cost-effectiveness, provide flexibility, and, as practical, recapture or maximize its debt capacity for future use. Principal amortization will be structured to meet resources available for debt repayment and flexibility goals.

For debt issuances for capital improvements, the Authority shall size the debt issuance with the aim of funding capital projects as deemed appropriate by the Board and consistent with the overall

financing plan.

To the extent practicable, the Authority shall also consider credit issues, market factors, and tax law when sizing the Authority's debt issuance. The sizing of refunding bonds shall be determined by the amount of money that will be required to cover the principal of, any accrued interest on, and any redemption premium for the debt to be paid on the call date and to cover appropriate financing costs.

Any tax-backed debt issued by the Authority shall mature within the term required by law.

The final maturity of equipment or real property lease obligations will be limited to the useful life of the assets to be financed.

#### Method of Sale

For the sale of any Authority-issued debt, the Authority shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the Authority. Potential methods of sale include:

1. A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost.
2. Negotiated sale, subject to approval by the Authority to ensure that interest costs are in accordance with comparable market interest rates.
3. Direct loans and private placement sale. A direct loan with the Authority's depository bank can be used when the terms, financing costs, and relationship make the direct loan the most cost-effective and favorable option. A private placement may be used as an alternative when the terms of the private placement are more beneficial to the Authority than a direct loan, or negotiated or competitive sale.

#### Investment of Proceeds

The Authority shall actively manage the proceeds of debt issued for public purposes in a manner that is consistent with state law governing the investment of public funds and with the permitted securities covenants of related financing documents executed by the Authority. Where applicable, the Authority's official investment policy and legal documents for a particular debt issuance shall govern specific methods of investment of bond-related proceeds. Preservation of principal shall be the primary goal of any investment strategy, followed by the availability of funds and then by return on investment.

The management of public funds shall enable the Authority to respond to changes in markets or changes in payment or construction schedules so as to ensure liquidity and minimize risk.

#### Refunding/Restructuring

The Authority may consider refunding or restructuring outstanding debt generate financial savings and efficiency, eliminate restrictive debt/legal covenants, restructure the stream of debt service payments, or to achieve other policy. When doing so, the Authority shall consider the

maximization of the Authority's expected net savings over the life of the debt issuance.

### **Goals of Debt Management Policy**

The Authority's debt issuance activities and procedures shall be aligned with the Authority's vision, mission and core values. When issuing debt, the Authority shall ensure that it:

1. Maintains accountability for the fiscal health of the Authority, including prudent management and transparency of the Authority's financing programs
2. If applicable, pursues the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements.
3. Takes all practical precautions and proactive measures to avoid any financial decision that will negatively impact current credit ratings on existing or future debt issues.
4. Maintains effective communication with rating agencies and, as appropriate, credit enhancers such as bond insurers or other providers of credit or liquidity instruments in order to enhance the creditworthiness, liquidity, or marketability of the debt.
5. Monitors the Authority's statutory debt limit in relation to assessed valuation within the Authority and the tax burden needed to meet long-term debt service requirements
6. When determining the timing of debt issuance, considers market conditions, cash flows associated with repayment, and the Authority's ability to expend the obtained funds in a timely, efficient, and economical manner consistent with federal tax laws
7. Determines the amortization (maturity) schedule which will fit best within the overall debt structure of the Authority at the time the new debt is issued
8. Considers the useful lives of assets funded by the debt issue, as well as repair and replacement costs of those assets to be incurred in the future
9. Preserves the availability of the Authority's general fund for operating purposes and other purposes that cannot be funded by the issuance of voter-approved debt.
10. Meets the ongoing obligations and accountability requirements associated with the issuance and management of debt under state and federal tax and securities laws.

### **Internal Controls**

The Authority shall establish internal control procedures to ensure that the proceeds of any debt issuance are directed to the intended use. Such procedures shall assist the Authority in maintaining the effectiveness and efficiency of operations, properly expending funds, reliably reporting debt incurred by the Authority and the use of the proceeds, complying with all laws and regulations, preventing fraud, and avoiding conflict of interest.

The Authority shall be vigilant in using bond proceeds in accordance with the stated purposes at

the time such debt was incurred as defined in the text of the voter-approved bond measure.

When feasible, the Authority shall issue debt with a defined revenue source in order to preserve the use of the general fund for general operating purposes.

In addition, the Authority shall ensure that it completes, as applicable, all performance and financial audits that may be required for any debt issued by the Authority, including disclosure requirements applicable to a particular transaction.

#### Records/Reports

No later than 30 days prior to the sale of any debt issue, the Authority shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission. The report of the proposed debt issuance shall include a certification by the Authority that it has adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those local debt policies.

No later than 21 days after the sale of the debt, the Authority shall submit a report of final sale to the California Debt and Investment Advisory Commission. A copy of the final official statement for the issue shall accompany the report of final sale. If there is no official statement, the Authority shall provide each of the following documents, if they exist, along with the report of final sale:

- Other disclosure document.
- Indenture.
- Installment sales agreement.
- Loan agreement.
- Promissory note.
- Bond purchase contract.
- Resolution authorizing the issue.
- Bond specimen.

The Authority shall submit an annual report for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017. The annual report shall cover a reporting period from July 1 to June 30, inclusive, and shall be submitted no later than seven months after the end of the reporting period. The annual report shall consist of the following information:

- Debt authorized during the reporting period, which shall include the following: (1) Debt authorized at the beginning of the reporting period; (2) Debt authorized and issued during the reporting period; (3) Debt authorized but not issued at the end of the reporting period; and (4) Debt authority that has lapsed during the reporting period.
- Debt outstanding during the reporting period, which shall include the following: (1) Principal balance at the beginning of the reporting period; (2) Principal paid during the reporting period; and (3) Principal outstanding at the end of the reporting period.
- The use of proceeds of issued debt during the reporting period, which shall include the following: (1) Debt proceeds available at the beginning of the reporting period; (2)



Proceeds spent during the reporting period and the purposes for which is was spent; and  
(3) Debt proceeds remaining at the end of the reporting period.

END

**BIG BEAR FIRE AUTHORITY**  
**Administrative Committee Meeting of January 26 2021**

**Staff Notes**

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**OPEN SESSION**

**MOMENT OF SILENCE**

**CALL TO ORDER**

An Administrative Committee meeting of the Big Bear Fire Authority was called to order by Chairman Caretto at 4:30 p.m., Tuesday, January 26, 2021, via Teleconference pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20.

**Committee Board Members Present:** Chairman Caretto, Vice Chairman Green, Director Herrick, and Director Ziegler.

**Staff Present:** Fire Chief Jeff Willis, Assistant Chief Mike Maltby, Sr. Finance Officer Kristin Mandolini; Board Secretary Dawn Marschinke, Captain Norman Dykesten, and Engineer Bobby Whitmore

**PUBLIC COMMUNICATIONS:**

Board Secretary Dawn Marschinke reported she received no emails before the deadline.

**DISCUSSION ITEMS**

**1. Ambulance Billing Contract**

Administrative Committee consideration to recommend to the Board to approve the Air Methods/dba Complete Billing Solutions agreement for ambulance billing and collection services.

**Speakers:** Chief Willis; Air Methods Area Manager Jason Johnston, Complete Billing Solutions Sr. Manager, Revenue Cycle Damon Broussard

Chief Willis explained that the Department's in-house ambulance billing employee is retiring in February. The Department publicly advertised for this position vacancy and also considered outsourcing the billing and collections functions. Preliminary research led to having conversations with Air Methods regarding contracting billing and collection services through them, as an alternative to performing the function in-house. Chief Willis stated that outsourcing to Air Methods/dba Complete Billing Solutions (CBS) would be worthwhile as it would be budget positive with an

anticipated increase in collections revenue and approximately \$40,000 savings in expenses.

Jason Johnston reviewed the background of the existing successful relationship with Air Methods and Big Bear Fire Authority as the Authority's medical airship transport partner and their current roll as the airship transport biller.

David Broussard provided information on who CBS is and what they can do for the Authority through a contractual arrangement as its ambulance biller and collections provider. CBS is part of Air Methods and is a core competency which they do well, with many resources to make the service efficient and successful in billing and collections. The cost for the service is 4.75% of what is collected which equates to approximately \$85,000 annually.

Discussion ensued.

- How long is the contract?
  - The contract would be for 3 years with an optional 3-year extension, and a cancellation clause with a 90-day notice provision.
- Can a patient appeal to the Board?
  - If all possibilities to get the bill paid are exhausted, the matter could be sent to the Board.
- Why was this not sent out to bid, and was legal counsel consulted?
  - Due to the urgency to fill the vacancy based on the short notice and an existing business relationship with Air Methods, and other factors legal counsel advised sole source is permissible.
- The fee goes up every year; will the return cover the increase in fees?
  - Yes; we will yield a better net as the years go out.
- What Department personnel will perform the work stipulated in the contract?
  - Because the Department and CBS use the same patient reporting system, Patient Care Reports (PCRs) that are completed by Paramedics in the field will be transmitted directed to CBS. If there is a problem, it will be directed back to a battalion chief shift supervisor for resolution. Administrative staff are possibly secondary within the process.
- Will this result in a net reduction in staff?
  - Eliminating the ambulance biller position will reduce headcount by one full-time equivalent (FTE).

**ACTION:** By consensus, the Administrative Committee agreed to recommend to the Board, approval of the Air Methods/dba Complete Billing Solutions agreement for ambulance billing and collection services.

## **2. Type 1 Structure Engine Presentation from Specification Committee**

Administrative Committee to receive and discuss presentation by Specification Committee and provide further direction to staff.

**Speakers:** Chief Willis; Engineer Bobby Whitmore

Chief Willis reviewed the Vehicle Specification Committee's history and process in determining their recommendation for a Type 1 structure engine.

Engineer Whitmore provided an update from the Specification Committee on how they arrived at their recommendation to purchase a Pierce "Arrow XT Midship Pumper" from South Coast Fire Equipment. Pierce is known in the industry for building the highest quality engines. Pierce is able to deliver on price, quality, service, and support. The Committee's specifications for the engine will fit within the \$875,000 budget.

Discussion ensued.

- How will the ladders work?
  - The ladder will be a rear pull.
- Where will the money come from to pay for the engine?
  - \$100,000 has already been allocated. After a \$50,000 down payment, we have 14 months to determine how to pay for the balance due. Staff will prepare options to bring back to the Administrative Committee for consideration.
- It may make better sense to lease with an option to buy, rather than using working capital. Can this be considered?
  - Staff will take the lease option into consideration with other available options.

**ACTION:** By consensus, the Administrative Committee agreed to recommend to the Board to move ahead with staff recommendation to approve \$50,000 of the \$100,000 budget allocated for the deposit, to purchase the Pierce engine. Staff will come back to the Administrative Committee with payment options in conjunction with revisiting the fleet replacement plan, with the intent to bring recommendations to the full Board at the April budget meeting.

### **ADJOURNMENT**

With no further business to come before the Administrative Committee, Chairman Caretto adjourned the meeting at 5:36 p.m.

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Dawn E. Marschinke, Board Secretary