



# Big Bear Fire Authority

## **BIG BEAR FIRE AUTHORITY** December 7, 2021, Regular Board Meeting

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

The public may observe this meeting by:

- Calling (669) 900-6833 or;
- Join Zoom Meeting online at:
- <https://us02web.zoom.us/j/83374148923?pwd=aFhvOGE1b0drYmdxbmZlWndMYjdSUT09>
- Meeting ID: 833 7414 8923 and Passcode: 406023

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

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

1. **Providing Oral Comments During Meeting.** To provide comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the “Raise Hand” feature. This will notify the Secretary that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing \*9. Comments will be limited to three (3) minutes. Please be aware that the Chair has the authority to reduce equally each speaker's time to accommodate a large number of speakers.
2. **Written Comments.** Written public comments must be submitted via email to [publicmeetingcomments@bigbearfire.org](mailto:publicmeetingcomments@bigbearfire.org) on or before Tuesday, December 7, 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.

### **BOARD OF DIRECTORS**

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

### **STAFF**

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

**OPEN SESSION**

**CALL TO ORDER**

**MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

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

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

**ANNOUNCEMENTS & UPCOMING EVENTS**

The Fire Authority's Administrative Office will be closed:

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

**PRESENTATIONS**

- 1. Recognition for 5 Years of Service**
  - Facilities and Systems Manager Duane Dickerson

Speaker: Jeff Willis, Fire Chief

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

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

**CHIEF'S REPORT**

Speaker: Chief Willis

**FINANCE OFFICER'S REPORT**

Speaker: Kristin Mandolini

**FIRE AUTHORITY CONSENT CALENDAR**

**FA2. Approval of Demands – Check Issue Date 07/01/21 through 9/30/21 in the amount of \$2,899,022.65**

**FA3. Approval of Meeting Minutes from the October 5, 2021 Regular Meeting of the Big Bear Fire Authority.**

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

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

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

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

**PUBLIC HEARING**

None

**NEW BUSINESS**

**BIG BEAR FIRE AUTHORITY DISCUSSION ITEMS**

**FA6. 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 Putz

**FA7. Annual Fire Hazard Abatement Program**

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

Speaker: Mike Maltby

**FA8. Introduction of Ordinance BBFA2021-002 Authorizing Establishing Penalties for Violations of the Fire Code to be Considered for Adoption at a Public Hearing on February 1, 2022.**

Board consideration of introducing proposed ordinance BBFA2021-002 that establishes penalties for violations of the fire code for Big Bear Fire Authority, waiving the full reading and introduce by reading title only.

**ORDINANCE NO. BBFA2021-002**

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

Introduction: Mike Maltby

Speaker: Nicholas Norvell

**FA9. Ladder Truck “Arrow XT Mid Mount Tower”**

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

Introduction: Jeff Willis

Speakers: Kristin Mandolini and Lutfi Kharuf

**FA10. Potential Establishment of Standing Finance Committee**

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

Speaker: Jeff Willis

**FA11. 3-Year Fleet Replacement Plan**

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

Speaker: Jeff Willis

**FA12. Fire Authority 2022 Meeting Calendar**

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

Speaker: Chardelle Smith, Board Secretary

**COMMITTEE REPORTS**

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

**DIRECTORS' CLOSING COMMENTS**

**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 3rd day of December 2021.

  
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Chardelle Smith, Board Secretary

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



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA1

**MEETING DATE:** December 7, 2021

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

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

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

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## **PURPOSE:**

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

## **DISCUSSION:**

The Brown Act generally requires in-person meetings and allows legislative body members to participate in a meeting by teleconference, provided that the teleconference locations are identified on the agenda, that the teleconference locations are open to the public to attend and participate in the meeting, and that a quorum of the members is located within the agency's jurisdiction.

Since March 2020 and the issuance of Executive Order N-29-20, which originally modified certain portions of the Brown Act relating to teleconferencing at the outset of the COVID-19 pandemic, the Board and its committees have held fully or partially virtual meetings without having to post the location of the legislative body members attending virtually, while also allowing members of the public to attend and participate in the meeting virtually. In June of 2021, Governor Newsom issued Executive Order N-08-21, which provided that the exceptions contained in Executive Order N-29-20 would sunset on September 30, 2021.

Recently adopted legislation, AB 361, allows for fully or partially virtual meetings under certain circumstances without being required to follow certain standard Brown Act teleconferencing requirements, similar to the prior Executive Order.

Under Government Code section 54953(e), which was adopted by AB 361, the Board and other BBFA legislative bodies can hold virtual meetings without being required to follow certain standard Brown Act teleconferencing requirements if there is a Governor-proclaimed state of emergency and one of two other criteria listed below exists:

1. State or local officials have imposed or recommended measures to promote social distancing;  
or
2. The legislative body determines that requiring a meeting in person would present an imminent risk to the health and safety of attendees.

Meetings held pursuant to AB 361 must meet certain requirements to ensure the public has the ability to meaningfully observe and participate in the meeting, similar to fully in-person meetings. Specifically, legislative bodies holding a meeting pursuant to AB 361 must, among other things, describe on the agenda how members of the public can access the meeting and offer public comment via a call-in or internet-based option, provide an opportunity for members of the public to provide public comment in real time, and pause the meeting and take no action if there is a disruption in the broadcast of the meeting or a disruption in the call-in or internet-based public comment function within the agency's control.

At least 30 days after a legislative body holds a meeting pursuant to Government Code section 54953(e) for the first time, it must make certain findings in order to continue doing so (and must make similar findings following subsequent 30-day periods). To continue holding meetings pursuant to AB 361, the legislative body must find that the proclaimed state of emergency still exists and that one of the two following findings can be made: (1) that state or local officials continue to impose or recommend measures to promote social distancing, or (2) that as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees.

Currently, the Governor's declaration of a COVID-19 State of Emergency remains in effect. Further, state and local health officials continue to recommend or require social distancing under certain circumstances, including for individuals who have recently tested positive for COVID-19, been in close proximity to a person who has tested positive for COVID-19, or persons who are in vulnerable populations.

Based on the continued COVID-19 State of Emergency and required or recommended social distancing measures, the Board held its October meeting pursuant to AB 361, thereby permitting members of the Board to attend the meeting virtually and for the public to participate in the same manner.

In order to continue holding meetings pursuant to AB 361, BBFA's legislative bodies must make the findings required to continue meeting virtually. Because the Board of Directors is the most appropriate legislative body to make findings and policy decisions on behalf of all of BBFA's legislative bodies (including the Board, its committees, and any other legislative bodies), the Board may make the findings for all BBFA legislative bodies under the Brown Act. This would generally eliminate the need for committees to take separate actions.

If the Board desires to continue meeting pursuant to AB 361, an action item will be placed on each Board agenda to reauthorize virtual meetings. In the event that a committee meeting will be held more than thirty (30) days after required findings have been made by the Board, and the committee desires to hold its meeting pursuant to AB 361, the committee may take an action at the beginning of its meeting to make the necessary findings.

Lastly, it is important to note that AB 361 is optional. If the Board desires, it may choose for Board and committee meetings to be held in person, with teleconferencing only under the standard Brown Act rules, where the teleconference location must be listed on the agenda and be open for the public to attend and participate from that location.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

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





# BIG BEAR FIRE AUTHORITY AGENDA REPORT

**MEETING DATE:** December 7, 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 on June 2, 2020, is ahead of the planned implementation. When fully built, this model should include 18 Ambulance Operators. The Department currently has 12 Ambulance Operators, which is down by one position from the previous report on this topic. This places the organization at the 67% mark of implementation 18 months into a 3-year program phase-in plan.

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

The Authority moved to an "open until filled" recruitment strategy. This allows for the quickest reflex time when resignations occur. Staff is also gaining valuable experience in what currently appears to be a fairly transient workforce especially at the paramedic level.

Implementation of this program remain to be a focus point. There is a meeting scheduled with all Chief Officers of the Department to talk about further implementation strategies and/or modifications to the program.

## HANDHELD RADIOS

The Department has been awarded funds from an Assistance to Firefighters Grant (AFG) in the amount of \$140,315, with a local cost-share match of \$6,681.67. This grant will allow for the purchase of an additional 19 800MHz truncated Portable Radio Units. The radios have been purchased, received, and are currently in the process of being programmed.

The Department has also been awarded a grant of \$24,778 from the 2019 Homeland Security Grant Program for the purchase of three additional 800 MHz truncated radios and eight Bendix King VHF radios. These sets of radios are currently in the purchase approval process.

Last week, the Department began the process of reprogramming all radios (handheld, mobile, station), which is a fairly large task of coordinated efforts. The reason for the reprogramming is to insure full county-wide integration of the digital 800 MHz radio network. When complete, analog radio communication will still be available for use when working out of county. The Bendix King VHF mobile and handheld radios will remain in-service to provide interoperability throughout the United States.

### **COVID COST SUMMARY REPORT**

California Office of Emergency Service (Cal OES) has expanded its parameters of eligible items that should be available for cost reimbursement in response to the Covid-19 pandemic. Staff is keenly aware of what seems to be ever changing rules and regulations regarding Covid-19 pandemic cost recovery. Cal OES has assigned a representative for assistance during the reimbursement application process. The application deadline has been extended to April 2022.

### **DISRUPTION IN SUPPLIES/MATERIALS FOR APPARATUS**

Over the past year, manufacturing and distribution supply disruptions have caused major delays and cost increases across the nation, with Big Bear Fire being no exception. Some of these issues have caused some apparatus to be out of service for a far longer duration than expected. Examples include the following:

- 6 to 8-week delay in receiving tires, if located
- 3-month delay for various mechanical repair parts
- Over order of snow chain supply to limit delays
- Delay in EMS restock supply for certain items
- Delay in paper goods, chemicals, and cleaning equipment
- Delay in receipt of ordered firefighter PPE



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

**MEETING DATE:** December 7, 2021

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

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

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

**SUBJECT:** YTD FINANCE REPORT FOR MONTH ENDING SEPTEMBER 30, 2021

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## SEPTEMBER

### YTD FINANCIALS – 25% Through the Year

#### Big Bear Fire Authority

##### Revenues

- Revenues are at 9% of our YTD budget as we do not receive any property taxes until November.

##### Expenses

- Total expenses are over budget by 1%. Salaries and benefits are 2% over budget as a result of a significant demand of personnel for the 2021 wildfire season, as well as Covid related absences, and unfilled positions.

##### 2020-21 Audit

- Auditing firm Lance, Soll & Lunghard, LLP was engaged to complete the 2020-21 financial audit for Big Bear Fire Authority. Interim audit work and testing were completed in May and field work and testing were completed in September. The finalized audit was completed on October 27, 2021, and is included in the consent calendar.

## Accounts Payable

## Checks by Date - Detail by Check Number

User: Kmandolini  
 Printed: 11/30/2021 12:23 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	Melnick 20210901E	Perri Melnick 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for this ACH Check for Vendor Melnick:				130.00
ACH	Mote 20210901E	Bynette Mote 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for this ACH Check for Vendor Mote:				130.00
ACH	OxanKa 20210901E	Karen Oxandaboure 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for this ACH Check for Vendor OxanKa:				130.00
ACH	PutzR 20210901E	Randall Putz 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for this ACH Check for Vendor PutzR:				130.00
ACH	ZieglerA 20210901E	Al Ziegler 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for this ACH Check for Vendor ZieglerA:				130.00
ACH	02EDD 20210806PP16 20210806PP16	California State Employment Development PR Batch 00001.08.2021 State Unemployment I PR Batch 00001.08.2021 State Income Tax	08/05/2021 PR Batch 00001.08.2021 Stat PR Batch 00001.08.2021 Stat	54.52 27,201.80
Total for this ACH Check for Vendor 02EDD:				27,256.32
ACH	IRS 20210806PP16 20210806PP16 20210806PP16	Department Of Treasury PR Batch 00001.08.2021 Medicare PR Batch 00001.08.2021 Federal Income Tax PR Batch 00001.08.2021 Medicare Employer	08/05/2021 PR Batch 00001.08.2021 Med PR Batch 00001.08.2021 Fed PR Batch 00001.08.2021 Med	6,244.61 67,784.39 6,244.61
Total for this ACH Check for Vendor IRS:				80,273.61
ACH	02EDD 20210907PP14 20210907PP14	California State Employment Development PR Batch 00001.07.2021 State Income Tax PR Batch 00001.07.2021 State Unemployment I	07/12/2021 PR Batch 00001.07.2021 Stat PR Batch 00001.07.2021 Stat	21,460.44 1,259.78
Total for this ACH Check for Vendor 02EDD:				22,720.22
ACH	IRS 20210709PP14 20210709PP14 20210709PP14	Department Of Treasury PR Batch 00001.07.2021 Medicare Employer PR Batch 00001.07.2021 Medicare PR Batch 00001.07.2021 Federal Income Tax	07/12/2021 PR Batch 00001.07.2021 Med PR Batch 00001.07.2021 Med PR Batch 00001.07.2021 Fed	5,497.39 5,497.39 53,878.25
Total for this ACH Check for Vendor IRS:				64,873.03
ACH	02EDD	California State Employment Development	08/18/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210820PP18	PR Batch 00002.08.2021 State Income Tax	PR Batch 00002.08.2021 Stat	30,078.37
	20210820PP18	PR Batch 00002.08.2021 State Unemployment I	PR Batch 00002.08.2021 Stat	319.42
		Total for this ACH Check for Vendor 02EDD:		30,397.79
ACH	IRS	Department Of Treasury	08/18/2021	
	20210820PP18	PR Batch 00002.08.2021 Medicare Employer	PR Batch 00002.08.2021 Med	6,957.26
	20210820PP18	PR Batch 00002.08.2021 Federal Income Tax	PR Batch 00002.08.2021 Fed	74,503.82
	20210820PP18	PR Batch 00002.08.2021 Medicare	PR Batch 00002.08.2021 Med	7,111.44
		Total for this ACH Check for Vendor IRS:		88,572.52
ACH	02EDD	California State Employment Development	07/22/2021	
	20210723PP15	PR Batch 00002.07.2021 State Unemployment I	PR Batch 00002.07.2021 Stat	256.96
	20210723PP15	PR Batch 00002.07.2021 State Income Tax	PR Batch 00002.07.2021 Stat	20,639.69
		Total for this ACH Check for Vendor 02EDD:		20,896.65
ACH	IRS	Department Of Treasury	07/22/2021	
	20210723PP15	PR Batch 00002.07.2021 Medicare Employer	PR Batch 00002.07.2021 Med	5,284.26
	20210723PP15	PR Batch 00002.07.2021 Medicare	PR Batch 00002.07.2021 Med	5,284.26
	20210723PP15	PR Batch 00002.07.2021 Federal Income Tax	PR Batch 00002.07.2021 Fed	50,774.83
		Total for this ACH Check for Vendor IRS:		61,343.35
ACH	02EDD	California State Employment Development	09/08/2021	
	20210903PP18	PR Batch 00003.08.2021 State Unemployment I	PR Batch 00003.08.2021 Stat	310.99
	20210903PP18	PR Batch 00003.08.2021 State Income Tax	PR Batch 00003.08.2021 Stat	24,718.59
		Total for this ACH Check for Vendor 02EDD:		25,029.58
ACH	IRS	Department Of Treasury	09/08/2021	
	20210903PP18	PR Batch 00003.08.2021 Medicare	PR Batch 00003.08.2021 Med	6,069.85
	20210903PP18	PR Batch 00003.08.2021 Federal Income Tax	PR Batch 00003.08.2021 Fed	61,466.95
	20210903PP18	PR Batch 00003.08.2021 Medicare Employer	PR Batch 00003.08.2021 Med	5,993.01
		Total for this ACH Check for Vendor IRS:		73,529.81
ACH	02EDD	California State Employment Development	09/15/2021	
	20210917PP19	PR Batch 00001.09.2021 State Unemployment I	PR Batch 00001.09.2021 Stat	213.44
	20210917PP19	PR Batch 00001.09.2021 State Income Tax	PR Batch 00001.09.2021 Stat	20,515.25
		Total for this ACH Check for Vendor 02EDD:		20,728.69
ACH	IRS	Department Of Treasury	09/15/2021	
	20210907PP19	PR Batch 00001.09.2021 Medicare Employer	PR Batch 00001.09.2021 Med	5,339.30
	20210917PP19	PR Batch 00001.09.2021 Federal Income Tax	PR Batch 00001.09.2021 Fed	48,299.07
	20210917PP19	PR Batch 00001.09.2021 Medicare	PR Batch 00001.09.2021 Med	5,416.14
		Total for this ACH Check for Vendor IRS:		59,054.51
ACH	WinsL	Scanner 1	09/29/2021	
	20210922F	FS284 Oct-Dec Rent		8,501.42
		Total for this ACH Check for Vendor WinsL:		8,501.42
11462	Ability 21M-0097636	Ability Network Inc. Ambulance Billing Service	07/01/2021	198.45
		Total for Check Number 11462:		198.45
11463	AEP	AEP California, LLC	07/01/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	INV0026404	AC Staff Vehicle Ram Outfitting		5,246.79
			Total for Check Number 11463:	5,246.79
11464	BadBear 62163	Bad Bear Sportswear Uniform Stock Inventory	07/01/2021	832.91
			Total for Check Number 11464:	832.91
11465	BVElect 20210630A	Bear Valley Electric FS284 Electric Service	07/01/2021	13.05
			Total for Check Number 11465:	13.05
11466	BVElect 20210630	Bear Valley Electric FS285 Electric Service	07/01/2021	638.74
			Total for Check Number 11466:	638.74
11467	55bbcsd 20210630B	Big Bear City CSD FS283 Dumpster Service	07/01/2021	180.67
			Total for Check Number 11467:	180.67
11468	55bbcsd 751	Big Bear City CSD CERBT Contribution for (2) Retirees	07/01/2021	5,032.00
			Total for Check Number 11468:	5,032.00
11469	55bbcsd 748B	Big Bear City CSD Cost Share Paradise Yard Repaving Second Pmt	07/01/2021	22,500.00
			Total for Check Number 11469:	22,500.00
11470	BBLUrgen 06222021	Big Bear Lake Urgent Care Employee DMV Physical	07/01/2021	50.00
			Total for Check Number 11470:	50.00
11471	BRice 20210630K	Bradley or Sally Rice SRA Haz Tree Removal Grant Prop Owner Reimr	07/01/2021	1,000.00
			Total for Check Number 11471:	1,000.00
11472	Butc 930615 931541	Butcher's Block & Building Material FS282 Florscent Light Bulbs Stock 9' Appliance Cord	07/01/2021	263.45 10.76
			Total for Check Number 11472:	274.21
11473	04DWP 20210630C 20210630D 20210630E 20210630F	CBBL Dept of Water FS281 Fire Sprinkler System Water Service FS281 Water Service Boulder Bay FS Water Service Moonridge FS Water Service	07/01/2021	11.20 396.62 55.10 55.10
			Total for Check Number 11473:	518.02
11474	Charter 0153686062721	Charter Communications FS282 Business Voice	07/01/2021	519.83
			Total for Check Number 11474:	519.83

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11475	Charter 0148579062621	Charter Communications FS281 Business TV	07/01/2021	109.00
Total for Check Number 11475:				109.00
11476	Charter 0153702062721	Charter Communications FS281 Business Voice	07/01/2021	519.83
Total for Check Number 11476:				519.83
11477	Charter 0223364062821	Charter Communications FS281 Business Internet	07/01/2021	1,374.00
Total for Check Number 11477:				1,374.00
11478	CurtJ 20210630L	Jon Curtis Parking Reimb App Spec Committee Mtg	07/01/2021	84.00
Total for Check Number 11478:				84.00
11479	DAC 2071	DAC Automated Gates & Garage Doors LL FS281 Apparatus Door Repair	07/01/2021	327.00
Total for Check Number 11479:				327.00
11480	CovaE 31010	Elijah Covarrubio Transfer Meal Reimbursement	07/01/2021	13.79
Total for Check Number 11480:				13.79
11481	Frontier 20210630H	Frontier Communications FS282 Aux Bldg Phone Service	07/01/2021	43.69
Total for Check Number 11481:				43.69
11482	Frontier 20210630I	Frontier Communications FS283 Phone Service	07/01/2021	195.99
Total for Check Number 11482:				195.99
11483	Frontier 20210630G	Frontier Communications FS282 Phone Service	07/01/2021	2.25
Total for Check Number 11483:				2.25
11484	Frontier 20210630J	Frontier Communications FS281 Fax Line	07/01/2021	60.56
Total for Check Number 11484:				60.56
11485	Galls BC1383282	Galls LLC Uniform Stock	07/01/2021	788.47
Total for Check Number 11485:				788.47
11486	Kimbros 54571	Jerry Kimbro FS281 Station Refrigerator Repair	07/01/2021	265.00
Total for Check Number 11486:				265.00
11487	MounTrop 20210078	Mountain Trophy & Pro Shop 8/Team 11 Name Badges	07/01/2021	37.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11487:	37.71
11488	Newkirk 161633	Nolan Newkirk Transfer Meal Reimbursement	07/01/2021	29.91
			Total for Check Number 11488:	29.91
11489	04BBFA 20210630M	Petty Cash Petty Cash Reimbursement	07/01/2021	110.00
			Total for Check Number 11489:	110.00
11490	SandR 1117723604617	Robert Sandin Transfer Meal Reimbursement	07/01/2021	30.00
			Total for Check Number 11490:	30.00
11491	ModSpace 9010867589	Williams Scotsman, Inc. FS281 Temp Office Space Rental	07/01/2021	420.77
			Total for Check Number 11491:	420.77
11492	NAPA BB 542875 544159 544294 545867	NAPA Auto Parts Gallon Gas Can Windshield Wash New OES Vehicle Pin Clip 2009 Ford Expedition Wiper Blade	07/08/2021	19.38 3.44 13.46 6.45
			Total for Check Number 11492:	42.73
11493	AllStar 210629 232993	All Star Fire Equipment 15 pair/Lion PEMSA MedPro EMS Pants Scott Respirator Replacement Parts	07/08/2021	7,198.78 2,187.07
			Total for Check Number 11493:	9,385.85
11494	AmyB 00027875 07212020 28224857	Amy Berry ICEMA MICN Continuous Application AHA Pediatric Adv Life Support Course Registered Nurse Renewal Application	07/08/2021	120.00 170.00 190.00
			Total for Check Number 11494:	480.00
11495	BBTeleph 12403	Vatch Arouchian Outdoor Emergency FS Phones	07/08/2021	50.00
			Total for Check Number 11495:	50.00
11496	BVElect 20200708A	Bear Valley Electric FS281 Electric Service	07/08/2021	2,180.66
			Total for Check Number 11496:	2,180.66
11497	55BBCSD 755	Big Bear City CSD Traning Center Electric Service	07/08/2021	3.87
			Total for Check Number 11497:	3.87
11498	55BBCSD 20200708B 20200708C	Big Bear City CSD Training Center Dumpster Service FS282 Dumpster Service	07/08/2021	180.67 269.88



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11498:	450.55
11499	55BBCSD 752	Big Bear City CSD Fire Share OPEB Actuarial Valuations - Bartel A	07/08/2021	3,875.00
			Total for Check Number 11499:	3,875.00
11500	Grizzly 19330	Big Bear Grizzly June Public Service Ads	07/08/2021	398.00
			Total for Check Number 11500:	398.00
11501	caltool DE0476 DE0477	California Tool & Welding Supply FS281 Oxygen FS282 Oxygen	07/08/2021	102.50 120.50
			Total for Check Number 11501:	223.00
11502	CarQuest 7558-401870 7558-403589 7558-403983 7558-404170	Car Quest Auto Parts BE-281 Oil Filter Snap Ring Plier & Diatom Oil Absorb ME-283 Antifreeze & Radiator Cap Replacemen 2/Prime Guard O WWF	07/08/2021	89.13 26.14 87.02 5.75
			Total for Check Number 11502:	208.04
11503	Charter 0294199063021	Charter Communications FS283 Business TV	07/08/2021	110.16
			Total for Check Number 11503:	110.16
11504	ConnPump 23086 23153	Connelly Pumping Services LLC Inv Nos. 23086 & 23153 FS284 Holding Tank Pt	07/08/2021	380.00
			Total for Check Number 11504:	380.00
11505	ConnPump 23513	Connelly Pumping Services LLC FS284 Holding Tank Pumping Service	07/08/2021	190.00
			Total for Check Number 11505:	190.00
11506	DIY 10025 10050 10056 10065 10098 10102 10123 10156 10189 10193 10237 10292 10335 10400 10403 10409 10418 10494	DIY Home Center Ball Valve & Galv Nipple FS282 Sprinkler Irrigation Parts FS281 Sprinkler Irrigation Parts ME-283 Hardware FS281 Wall Mount Hose Reel FS282 Sprinkler Irrigation Parts FS281 Signage & Propane Fuel New OES Truck Hardware FS282 Propane FS283 OCC Senor & Hardware FS281 Drywall Screws & Staples FS283 Floor Fan and Fan Tower FS283 32 Gallon Trash Can w/Lid FS281 Cleaning Products FS281 Returned Unused Cleaning Products FS282 Soap Dispenser FS281 App Bay and Kitchen Supplies FS283 Grafitti Abatement Supplies	07/08/2021	15.79 74.60 7.06 9.70 96.96 43.63 62.52 7.24 44.89 61.06 14.51 124.11 22.29 99.25 -70.22 16.47 161.12 53.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11506:	844.46
11507	FiSafety 28500	Firefighters Safety Center Workrite Nomex Pants	07/08/2021	147.48
			Total for Check Number 11507:	147.48
11508	Franklin F0829544	Franklin Truck Parts, Inc. T-281 Air Dryer and Center Bearing Parts	07/08/2021	496.56
			Total for Check Number 11508:	496.56
11509	LifeAssi 1105464 1105796 1106093 1106103 1106343 1106440 1106442 1111391 1111516 1112042	Life Assist Inc 600/Easy Pull-Tight Seals Medical Supplies Restock 10/Adenosine 60/Ipratropium Brmde Medical Supplies Restock 12 Tubs/160 Surface Disinfectant Cloths 4/Tranexamic Acid Vials 3/Tranexamic Acid Vials 600/Microdot Test Strips & 20/Toggle Kits 20/Masimo Disposable Sensor-Infants 3/Backboards	07/08/2021	165.50 2,869.86 383.48 5,009.84 137.58 121.20 90.90 421.52 476.26 373.10
			Total for Check Number 11509:	10,049.24
11510	MissLin 514866348 514950178 515039568	Mission Linen Supply Inc Shop Linen Service Shop Linen Service Shop Linen Service	07/08/2021	42.37 35.15 35.53
			Total for Check Number 11510:	113.05
11511	Haupt 20210708D 20210708D	Moonridge Fuel Fuel Fuel	07/08/2021	1,150.70 1,150.70
			Total for Check Number 11511:	2,301.40
11512	KBHR 1160003292	Parallel Broadcasting Inc June Public Safety Messages	07/08/2021	218.40
			Total for Check Number 11512:	218.40
11513	NAPA 085520 085524 085540 085617 085817 085818 086155 086431 086621 087116 087143 087209 087765 087783	Superior Automotive Warehouse ME-283 Oil Cap Replacement BC2805 Air & Oil Filters, Oil ME-283 Fleetranner Belts BE-281 Returned Filter FS281 Generator Repair Parts Shop Supplies Shop Supplies ME-282 Fuel & Air Filters BE-281 Battery Replacement and Core Deposit T-281 4/Marker L BE-282 Lube Filter, Air Element, Fuel Spin-on ME-282 Air Filter Cooling System Pressure Tester Tool R134 A/C Gauge for New Service Truck	07/08/2021	24.03 65.56 186.02 -66.56 368.01 85.59 176.45 114.40 453.90 36.81 199.84 91.91 303.62 171.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11513:	2,210.90
11514	TriTech 323245	TriTech Software Systems Ambulance Billing Platform	07/08/2021	577.48
			Total for Check Number 11514:	577.48
11515	Waxie 80051204 80054432 80078035 80107279 80107303 80110605	Waxie Sanitary Supply 2/Safety Data Sheet Compliance Center Clean Supplies Stock 2 Cases Dish Soap Apparatus Clean Supplies Stock 2 Cases Bathroom Disinfectant Bathroom Cleaning Supplies Stock	07/08/2021	291.22 244.50 127.94 520.42 111.31 364.69
			Total for Check Number 11515:	1,660.08
11516	02FranTx 360724552PP14	Franchise Tax Board PR Bate 360724552 Schlosser California Tax Di	07/12/2021 PR Batch 00001.07.2021 Cali	200.00
			Total for Check Number 11516:	200.00
11517	02FranTx 360724552PP14	Franchise Tax Board PR Bate 360724552PP14 Berry California Tax D	07/12/2021 PR Batch 00001.07.2021 Cali	734.58
			Total for Check Number 11517:	734.58
11518	Lincoln 20210709PP14 20210709PP14 20210709PP14	Lincoln National Life Insurance Co (5H-26 PR Batch 00001.07.2021 Lincoln 457 Flat Amou PR Batch 00001.07.2021 Lincoln Roth Flat Amo PR Batch 00001.07.2021 Lincoln 457 Percentagi	07/12/2021 PR Batch 00001.07.2021 Linc PR Batch 00001.07.2021 Linc PR Batch 00001.07.2021 Linc	550.00 225.00 1,004.47
			Total for Check Number 11518:	1,779.47
11519	MidAmeri 20210709PP14	MidAmerica Admin & Retirement Solution PR Batch 00001.07.2021 Apple 457 Paid Call Pe	07/12/2021 PR Batch 00001.07.2021 App	4,962.94
			Total for Check Number 11519:	4,962.94
11520	NatRetSo 20210709PP14 20210709PP14 20210709PP14 20210709PP14	Nationwide Retirement Solution PR Batch 00001.07.2021 Nationwide Percentage PR Batch 00001.07.2021 Nationwide Roth Perce PR Batch 00001.07.2021 Nationwide Roth Flat PR Batch 00001.07.2021 Nationwide Flat Amou	07/12/2021 PR Batch 00001.07.2021 Nati PR Batch 00001.07.2021 Nati PR Batch 00001.07.2021 Nati PR Batch 00001.07.2021 Nati	6,202.37 479.67 10.00 2,255.00
			Total for Check Number 11520:	8,947.04
11521	SBCProFF 20210709PP14	San Bernardino County Professional Firefig PR Batch 00001.07.2021 Union Dues Local 935	07/12/2021 PR Batch 00001.07.2021 Unic	2,745.05
			Total for Check Number 11521:	2,745.05
11522	ReliStan 20210611PP12 20210611PP12 20210611PP12 20210709PP14	Reliance Standard Life Insurance Co. PR Batch 00001.06.2021 Long Term Disability PR Batch 00001.06.2021 Short Term Disability PR Batch 00001.06.2021 Life and AD and D ER PR Batch 00001.07.2021 Short Term Disability	07/12/2021 PR Batch 00001.06.2021 Lon; PR Batch 00001.06.2021 Sho PR Batch 00001.06.2021 Life PR Batch 00001.07.2021 Sho	799.08 1,102.42 650.00 -194.75
			Total for Check Number 11522:	2,356.75
11523	SBCERA	SBC Employees' Retirement Association	07/12/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210709PP14	PR Batch 00001.07.2021 Survivor SBCERA ER	PR Batch 00001.07.2021 Surv	-1.32
	20210709PP14	PP14 Batch#10985 SBCERA ER Cont. T2 Limit	PR Batch 00001.07.2021 SBC	7,297.34
	20210709PP14	PR Batch 00001.07.2021 Survivor SBCERA ER	PR Batch 00001.07.2021 Surv	20.90
	20210709PP14	PP14 Batch#10985 SBCERA ER Contribution	PR Batch 00001.07.2021 SBC	100,139.88
	20210709PP14	PR Batch 00001.07.2021 Survivor SBCERA Em	PR Batch 00001.07.2021 Surv	20.46
	20210709PP14	PP14 Batch#10985 SBCERA EE Tier 2	PR Batch 00001.07.2021 SBC	15,956.43
	20210709PP14	PP14 Batch#10985 SBCERA EE Safety Tier1	PR Batch 00001.07.2021 SBC	12,214.41
			Total for Check Number 11523:	135,648.10
11524	USBank	US Bank Corporate Payment Systems	07/12/2021	
	5979 June 2021	Galls Orders; 5.11, Inc.		813.15
	5979 June 2021	Strike Team Meals		190.61
	5979 June 2021	Meeting Meals		74.36
	5979 June 2021	EMT & PM Recerts; Arson Invest Training		1,868.14
	5979 June 2021	Strike Team Fuel		221.86
	5979 June 2021	CAPO; CA Special Dist Manuals; CA Chief's Re		397.10
	5979 June 2021	Weed Wacker Cord		64.63
	5979 June 2021	Welder and Welding Supplies		3,387.09
	5979 June 2021	Bobcat; Flip Truck Bed Cover; OES Complemer		7,159.08
	5979 June 2021	UPS; FedEx; Stamps.com		164.12
	5979 June 2021	LESM Conference; Chief Hotel		608.84
	5979 June 2021	Employee Appreciation		211.48
	5979 June 2021	Fuel		566.79
	5979 June 2021	Laptop Backpack; 11 x 17 Report Cover		236.00
	5979 June 2021	Vacuum Replacement		543.74
	5979 June 2021	A/O and Engineer Testing		613.67
	5979 June 2021	Software License Renewals; Zoom Pmt; Returne		938.57
			Total for Check Number 11524:	18,059.23
11525	SheeA	Alisha Sheehan	07/20/2021	
	20210715H	Transfer Meal Reimbursement		16.80
			Total for Check Number 11525:	16.80
11526	50ComHos	Bear Valley Community Healthcare District	07/20/2021	
	20210715	3/New Employee Physicals		618.00
			Total for Check Number 11526:	618.00
11527	BidwellJ	Jonathan Bidwell	07/20/2021	
	20210715A	S-290-0259 Intermediate Wildland Fire Behavior		320.00
			Total for Check Number 11527:	320.00
11528	55BBCSD	Big Bear City CSD	07/20/2021	
	757 & 759	Rebel Oil		1,769.50
	757 & 759	Rebel Oil		2,361.86
	758	Training Center Electric Service		340.72
			Total for Check Number 11528:	4,472.08
11529	CompAir	Compressed Air Specialties Inc	07/20/2021	
	00038364	FS281 Air Compressor Service		390.00
	00038368	FS282 Air Compressor Service		917.76
			Total for Check Number 11529:	1,307.76
11530	HutchinD	Dawn Hutchinson	07/20/2021	
	20210715C	Mutual Aid Reimbursement		55.13
	20210715C	Mutual Aid Reimbursement		768.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11530:	823.91
11531	FerrellG 5006252942	FerrellGas FS284 Propane	07/20/2021	16.21
			Total for Check Number 11531:	16.21
11532	Image200 415956	Image 2000 FS283 Copier Repair	07/20/2021	925.00
			Total for Check Number 11532:	925.00
11533	kaiserp 18128098A	Kaiser Permanente 18128098A Amb Billing Over Payment	07/20/2021	2,139.11
			Total for Check Number 11533:	2,139.11
11534	FoxKen 8LN77844WD42255	Kenneth Fox Flight Crew Name Tags & Wings	07/20/2021	134.50
			Total for Check Number 11534:	134.50
11535	KlarK 20210715E	Kevin Klar Mutual Aid Reimbursement	07/20/2021	312.48
			Total for Check Number 11535:	312.48
11536	Crowder 20210715G	Michael Crowder Reissue Lost Check Tree Grant Reimbursement	07/20/2021	475.00
			Total for Check Number 11536:	475.00
11537	townm 20217015F	Michael Towns Mutual Aid Reimbursement	07/20/2021	662.34
			Total for Check Number 11537:	662.34
11538	CurrPete 20210715D	Pete Curran Mutual Aid Reimbursement	07/20/2021	371.84
			Total for Check Number 11538:	371.84
11539	50SCAQMD 3841303 3842548	South Coast AQMD FS282 Annual Diesel Generator Fee Flat Fee for FY20/21 Emissions	07/20/2021	440.15 142.59
			Total for Check Number 11539:	582.74
11540	CounTeam 79440	The Counseling Team International Employee Support Services	07/20/2021	500.00
			Total for Check Number 11540:	500.00
11541	UPSSore 8910	The UPS Store UPS Shipping	07/20/2021	12.78
			Total for Check Number 11541:	12.78
11542	WaltW 20210715B	William Walthers 6/Transfer Meal Reimbursements	07/20/2021	125.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11542:	125.35
11543	AdminSvc 12068126	Administrative Services Inc Copier Lease	07/20/2021	694.03
			Total for Check Number 11543:	694.03
11544	SheeA 20210716A	Alisha Sheehan Transfer Meal Reimbursement	07/20/2021	3.52
			Total for Check Number 11544:	3.52
11545	Alliant ACIP12	Alliant Insurance Services FY 2021/22 Annual Premium ACIP Crime	07/20/2021	880.00
			Total for Check Number 11545:	880.00
11546	Avcom 14934	Avcom Services Inc. Semi-Annual Security Alarm Monitoring	07/20/2021	132.00
			Total for Check Number 11546:	132.00
11547	BVElect 20210716	Bear Valley Electric Boulder Bay FS Electric Service	07/20/2021	77.36
			Total for Check Number 11547:	77.36
11548	BVElect 20210716I	Bear Valley Electric Moonridge FS Electric Service	07/20/2021	78.46
			Total for Check Number 11548:	78.46
11549	BBCarpet 20210716J	Big Bear Carpet Cleaning Adm Office Carpet Cleaning	07/20/2021	136.00
			Total for Check Number 11549:	136.00
11550	BBChambe 12245	Big Bear Chamber of Commerce Annual Membership Renewal	07/20/2021	125.00
			Total for Check Number 11550:	125.00
11552	55BBCSD 753	Big Bear City CSD 2021/22 GASB 75 Roll Forward Report	07/20/2021	1,375.00
			Total for Check Number 11552:	1,375.00
11553	55BBCSD 760	Big Bear City CSD Rebel Oil	07/20/2021	1,754.66
			Total for Check Number 11553:	1,754.66
11554	55BBCSD 760	Big Bear City CSD Rebel Oil	07/20/2021	1,601.69
			Total for Check Number 11554:	1,601.69
11555	55BBCSD 756	Big Bear City CSD 2021/22 Fire Land Use Agreement	07/20/2021	2,500.00
			Total for Check Number 11555:	2,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11556	55BBCSD 754	Big Bear City CSD OPEB Share of UAL Misc Group	07/20/2021	17,338.00
Total for Check Number 11556:				17,338.00
11557	BBLUrgen HEPBX10PK	Big Bear Lake Urgent Care 10 doses/Hepatitis B Vaccine	07/20/2021	950.00
Total for Check Number 11557:				950.00
11558	JPIARegi 121000248 PRIM01868	California JPIA Annual All Risk Property Insur Prog Policy 2021 Annual Liability/Worker's Comp Program 2021/.	07/20/2021	28,590.00 756,814.00
Total for Check Number 11558:				785,404.00
11559	CaMedMnt 061421 080121	California Medical Maintenance Refurbishment of 2 Stryker MX-Pro Stretchers Healthcare Tech Mgmt Program	07/20/2021	7,542.50 3,456.40
Total for Check Number 11559:				10,998.90
11560	WilliCas 20210716F	Casey Williams Transfer Meal Reimbursement	07/20/2021	20.00
Total for Check Number 11560:				20.00
11561	Charter 0321562071021	Charter Communications FS284 Business Voice/Internet	07/20/2021	154.97
Total for Check Number 11561:				154.97
11562	Charter 0004775070121	Charter Communications FS282 Cable & FS283 Cable/Internet	07/20/2021	610.54
Total for Check Number 11562:				610.54
11563	Spellman 20210716B	Christopher Spellman RN License Renewals Reimbursement	07/20/2021	310.00
Total for Check Number 11563:				310.00
11564	ConnPump 24394	Connelly Pumping Services LLC FS284 Holding Tank Pumping Service	07/20/2021	190.00
Total for Check Number 11564:				190.00
11565	CrystalR 20210716H	Crystal Rodriguez Transfer Meal Reimbursement	07/20/2021	15.22
Total for Check Number 11565:				15.22
11566	E&WTheat 88-20	E & W Theatres July-Sept 2021 On-Screen Advertising	07/20/2021	270.00
Total for Check Number 11566:				270.00
11567	EMSTech 38639	EMS Technology Solutions LLC Annual Inventory/Asset Mgmt & Fleet Mgmt So	07/20/2021	6,120.00
Total for Check Number 11567:				6,120.00
11568	ClineJ	James or Roberta Cline	07/20/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210716D	BV Haz Tree Removal Grant Prop Owner Reimbt		800.00
			Total for Check Number 11568:	800.00
11569	DmytJ 20210716E 20210716G	Jason Dmytriw Transfer Meal Reimbursement Transfer Meal Reimbursement	07/20/2021	11.87 20.00
			Total for Check Number 11569:	31.87
11570	MountBev 29081	Mountain Beverage Service Beverage Service/Supplies	07/20/2021	161.68
			Total for Check Number 11570:	161.68
11571	04BBFA 20210716K	Petty Cash 10/sewing Uniforms Patches	07/20/2021	120.00
			Total for Check Number 11571:	120.00
11572	PNCEquip 1178871 1178871	PNC Equipment Finance Semi-Annual Engine Loan Payment Semi-Annual Engine Loan Payment	07/20/2021	55,721.76 4,096.83
			Total for Check Number 11572:	59,818.59
11573	RenisImg 1119475 1119476 1119659	Renaissance Imaging Medical Associates New Employee Xray New Employee Xray (Include prior credit \$26.00 New Employee Xray	07/20/2021	61.00 35.00 61.00
			Total for Check Number 11573:	157.00
11574	StapR 200210716L	Robert Stapp Transfer Meal Reimbursement	07/20/2021	12.79
			Total for Check Number 11574:	12.79
11575	SuthS 00028553 09441Z	Shawn Sutherland EMT-P Reverification CAEMSA License Renewal	07/20/2021	70.00 250.00
			Total for Check Number 11575:	320.00
11576	CounTeam 79584 79593 79603	The Counseling Team International 2/New Employee Psychological Assessments 2/New Employee Psychological Assessments New Employee Psychological Assessment	07/20/2021	600.00 600.00 300.00
			Total for Check Number 11576:	1,500.00
11577	TylerE 20210716C	Tyler Edwards Transfer Meal Reimbursement	07/20/2021	6.79
			Total for Check Number 11577:	6.79
11578	CovaE 20210609H	Elijah Covarrubio Red Helmet: Company Officer/S-290	07/21/2021	320.00
			Total for Check Number 11578:	320.00
11579	AmeriFid 20210625PP13	American Fidelity Assurance PR Batch 00002.06.2021 Am Fidelity Pre Tax	07/22/2021 PR Batch 00002.06.2021 Am	447.81



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210709PP14	PR Batch 00001.07.2021 Am Fidelity After Tax	PR Batch 00001.07.2021 Am	573.79
	20210709PP14	PR Batch 00001.07.2021 Am Fidelity Pre Tax	PR Batch 00001.07.2021 Am	447.81
	20210709PP14	PR Batch 00001.07.2021 Long & Short Term Di	PR Batch 00001.07.2021 Lon	911.74
	20210709PP14	PR Batch 00001.07.2021 Life Ins Flight	PR Batch 00001.07.2021 Life	296.74
	20210723PP15	PR Batch 00002.07.2021 Am Fidelity Pre Tax	PR Batch 00002.07.2021 Am	447.81
	20210723PP15	Insurance Adjustment Am Fidelity Pre Tax	PR Batch 00002.07.2021 Am	-13.11
			Total for Check Number 11579:	3,112.59
11580	AmerFlex	American Fidelity Assurance Company	07/22/2021	
	20210709PP14	PR Batch 00001.07.2021 Am Fidelity FSA Full	PR Batch 00001.07.2021 Am	364.57
	20210723PP15	PR Batch 00002.07.2021 Am Fidelity FSA Full	PR Batch 00002.07.2021 Am	364.57
	20210723PP15	Insurance Adjustment Am Fidelity FSA Full	PR Batch 00002.07.2021 Am	166.66
			Total for Check Number 11580:	895.80
11581	Ameritas	Ameritas Life Insurance Corp	07/22/2021	
	20210611PP12	PR Batch 00001.06.2021 Dental ER	PR Batch 00001.06.2021 Den	7,258.48
	20210611PP12	PR Batch 00001.06.2021 Vision ER	PR Batch 00001.06.2021 Visi	1,170.16
	20210723PP15	Insurance Adjustment		244.20
	20210723PP15	Insurance Adjustment		595.16
			Total for Check Number 11581:	9,268.00
11582	02FranTx	Franchise Tax Board	07/22/2021	
	289868225	289868225 BerryCalifornia Tax Disbursement	PR Batch 00002.07.2021 Cali	734.58
			Total for Check Number 11582:	734.58
11583	02FranTx	Franchise Tax Board	07/22/2021	
	360724552PP15	360724552 Schlosser California Tax Disbursem	PR Batch 00002.07.2021 Cali	200.00
			Total for Check Number 11583:	200.00
11584	Kaiser	Public Agency Coalition Enterprise. ATTN	07/22/2021	
	20210611PP12	PR Batch 00001.06.2021 Health ER Kaiser	PR Batch 00001.06.2021 Hea	16,606.81
	20210709PP14	PR Batch 00001.07.2021 Health ER Kaiser	PR Batch 00001.07.2021 Hea	16,606.81
	20210723PP15	Insurance Adjustment		810.27
	20210723PP15	Insurance Adjustment		-2,567.28
			Total for Check Number 11584:	31,456.61
11585	Keenan	Keenan & Associates	07/22/2021	
	20210611PP12	PR Batch 00001.06.2021 Health ER EPO	PR Batch 00001.06.2021 Hea	68,037.91
	20210709PP14	PR Batch 00001.07.2021 Health ER EPO	PR Batch 00001.07.2021 Hea	70,723.62
			Total for Check Number 11585:	138,761.53
11586	Lincoln	Lincoln National Life Insurance Co (5H-26	07/22/2021	
	20210723PP15	PR Batch 00002.07.2021 Lincoln Roth Flat Amc	PR Batch 00002.07.2021 Linc	225.00
	20210723PP15	PR Batch 00002.07.2021 Lincoln 457 Percentag	PR Batch 00002.07.2021 Linc	662.94
	20210723PP15	PR Batch 00002.07.2021 Lincoln 457 Flat Amou	PR Batch 00002.07.2021 Linc	550.00
			Total for Check Number 11586:	1,437.94
11587	MASA	MASA Medical Air Service Association	07/22/2021	
	20210319PP06	Insurance Adjustment 00002.03.2021 MASA		33.50
	20210401PP07	PR Batch 00003.03.2021 MASA	PR Batch 00003.03.2021 MA:	33.50
	20210416PP08	PR Batch 00001.04.2021 MASA	PR Batch 00001.04.2021 MA:	33.50
	20210514PP10	PR Batch 00001.05.2021 MASA	PR Batch 00001.05.2021 MA:	33.50
	20210528PP11	PR Batch 00002.05.2021 MASA	PR Batch 00002.05.2021 MA:	33.50
	20210611PP12	PR Batch 00001.06.2021 MASA	PR Batch 00001.06.2021 MA:	26.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210623PP13	PR Batch 00002.06.2021 MASA	PR Batch 00002.06.2021 MA:	26.50
	20210709PP14	PR Batch 00001.07.2021 MASA	PR Batch 00001.07.2021 MA:	26.50
	20210723	April-July 2021 MASA	PR Batch 00002.07.2021 MA:	26.50
			Total for Check Number 11587:	273.50
11588	MidAmeri 20210723PP15	MidAmerica Admin & Retirement Solution PR Batch 00002.07.2021 Apple 457 Paid Call Pe	07/22/2021 PR Batch 00002.07.2021 App	1,984.05
			Total for Check Number 11588:	1,984.05
11589	NatRetSo 20210723PP15 20210723PP15 20210723PP15 20210723PP15	Nationwide Retirement Solution PR Batch 00002.07.2021 Nationwide Percentage PR Batch 00002.07.2021 Nationwide Roth Perce PR Batch 00002.07.2021 Nationwide Roth Flat PR Batch 00002.07.2021 Nationwide Flat Amou	07/22/2021 PR Batch 00002.07.2021 Nati PR Batch 00002.07.2021 Nati PR Batch 00002.07.2021 Nati PR Batch 00002.07.2021 Nati	7,110.53 532.55 10.00 2,255.00
			Total for Check Number 11589:	9,908.08
11590	SBCProFF 20210723PP15	San Bernardino County Professional Firefig PR Batch 00002.07.2021 Union Dues Local 935	07/22/2021 PR Batch 00002.07.2021 Uni	2,745.05
			Total for Check Number 11590:	2,745.05
11591	SBCERA 20210723PP15 20210723PP15 20210723PP15 20210723PP15 20210723PP15 20210723PP15	SBC Employees' Retirement Association PP15 Batch#10986 SBCERA ER Cont. T2 Lim PP15 Batch#10986 Survivor SBCERA Employe PP15 Batch#10986 SBCERA ER Contribution PP15 Batch#10986 SBCERA EE Tier 2 PP15 Batch#10986 SBCERA EE Safety Tier1 PP15 Batch#10986 Survivor SBCERA ER	07/22/2021 PR Batch 00002.07.2021 SBC PR Batch 00002.07.2021 Surv PR Batch 00002.07.2021 SBC PR Batch 00002.07.2021 SBC PR Batch 00002.07.2021 SBC PR Batch 00002.07.2021 Surv	6,979.00 19.11 108,400.51 15,914.98 14,124.97 19.11
			Total for Check Number 11591:	145,457.68
11592	Texas 20210709PP14 20210721PP15 20210721PP15	Texas Life Insurance Company PR Batch 00001.07.2021 Texas Life Ins Post Tax PR Batch 00002.07.2021 Texas Life Ins Post Tax PR Batch 00002.07.2021 Texas Life Ins Post Tax	07/22/2021 PR Batch 00001.07.2021 Texe PR Batch 00002.07.2021 Texe PR Batch 00002.07.2021 Texe	164.44 -0.03 164.44
			Total for Check Number 11592:	328.85
11593	55BBCSD 1011040 1011080	Big Bear City CSD FS282 Water Service FS282 Aux Bldg Water Service	07/22/2021	815.36 386.91
			Total for Check Number 11593:	1,202.27
11594	55BBCSD 761	Big Bear City CSD 2021/22 LAFCO Apportionment	07/22/2021	3,249.83
			Total for Check Number 11594:	3,249.83
11595	Rescue 34966	Rescue Tech 1, Inc. 2/Rescue Training Manikins (Child & Adult)	07/27/2021	1,766.75
			Total for Check Number 11595:	1,766.75
11596	Muffolet 21-55310	Amy Muffoletto Ambulance Billing Overpayment	07/29/2021	200.00
			Total for Check Number 11596:	200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11597	ARJoens 3316	AR Joens Plumbing FS282 Chief's Shower Repair	07/29/2021	250.00
Total for Check Number 11597:				250.00
11598	Forkful 20210728	Ashley Senter Deposit for Board Meal Service 08/03/2021 Mee	07/29/2021	190.00
Total for Check Number 11598:				190.00
11599	BadBear 72141	Bad Bear Sportswear Uniform Restock	07/29/2021	1,685.21
Total for Check Number 11599:				1,685.21
11600	BVElect 001365000000031	Bear Valley Electric FS282 Electric Service	07/29/2021	1,788.00
Total for Check Number 11600:				1,788.00
11601	BVElect 001366000000030	Bear Valley Electric FS282 Aux Bldg Electric Service	07/29/2021	92.40
Total for Check Number 11601:				92.40
11602	BVElect 002742000000461	Bear Valley Electric FS283 Electric Service	07/29/2021	947.86
Total for Check Number 11602:				947.86
11603	55BBCSD 1012728	Big Bear City CSD FS285 Water Service	07/29/2021	98.34
Total for Check Number 11603:				98.34
11604	DTSC 953603975	Department of Toxic Substance Control EPA Renewal Hazardous Waste Collection	07/29/2021	150.00
Total for Check Number 11604:				150.00
11605	carneval 20210728A	Dominic Carnevale BV Hazardous Tree Removal Grant Property Ow	07/29/2021	875.00
Total for Check Number 11605:				875.00
11606	ICEMA 21-090 21-090	ICEMA Provision & 7/Medical Control Compliance Unit Provision & 7/Medical Control Compliance Unit	07/29/2021	3,600.00 1,200.00
Total for Check Number 11606:				4,800.00
11607	IndHear 1845	Industrial Hearing & Pulmonary Inc Employee Hearing Test Services	07/29/2021	2,550.00
Total for Check Number 11607:				2,550.00
11609	MountBev 29093	Mountain Beverage Service Beverage Service/Supplies	07/29/2021	187.95
Total for Check Number 11609:				187.95
11610	Lobaugh 20210728C	Pamela Lobaugh SRA Hazardous Tree Removal Grant Property O	07/29/2021	500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11610:	500.00
11611	RenisImg RIMA1133578 RIMA1137389	Renaissance Imaging Medical Associates New Employee Xray New Employee Xray	07/29/2021	61.00 61.00
			Total for Check Number 11611:	122.00
11612	StapR 16984	Robert Stapp 2/Transfer Meal Reimbursements	07/29/2021	59.20
			Total for Check Number 11612:	59.20
11613	Sprock 20210728B	Rowland or Natalie Sprock BV Hazardous Tree Removal Grant Property Ow	07/29/2021	600.00
			Total for Check Number 11613:	600.00
11614	03FirCUp IN0157075	San Bernardino County Fire CUPA Facility Service Charges	07/29/2021	455.00
			Total for Check Number 11614:	455.00
11615	SWGAs 11000000011000 11000000012340 11000000016341 12380000043018 125080000262807 135010000135175 25960000033721 38260000035036 38260000040372	Southwest Gas Corporation Training Center #B Natural Gas Service Boulder Bay FS Natural Gas Service Training Center #C Natural Gas Service Moonridge FS Natural Gas Service FS281 Natural Gas Service FS282 Natural Gas Service FS285 Natural Gas Service FS282 Aux Bldg Natural Gas Service FS283 Aux Bldg Natural Gas Service	07/29/2021	11.00 11.00 11.00 12.38 125.08 135.01 25.96 38.26 38.26
			Total for Check Number 11615:	407.95
11616	TylerE 170158	Tyler Edwards Transfer Meal Reimbursement	07/29/2021	11.79
			Total for Check Number 11616:	11.79
11617	VeriWire 9883936923	Verizon Wireless Cell/Phone Service	07/29/2021	1,726.52
			Total for Check Number 11617:	1,726.52
11618	AEP 1187058041	AEP California, LLC Outfit BC Vehicle	07/29/2021	47,541.25
			Total for Check Number 11618:	47,541.25
11619	AmyB 11282020-08	Amy Berry 2-day Trauma Nursing Core Course	07/29/2021	430.00
			Total for Check Number 11619:	430.00
11620	Cypher C-21-156710	Cypheron Healthcare Solutions Ambulance Billing Services	07/29/2021	8,169.26
			Total for Check Number 11620:	8,169.26
11621	Mot	Motorola Solutions, Inc.	07/29/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1187056318	BC Vehicle Ram 2500		6,485.79
	1187056318	BC2805 Vehicle Radios		6,900.99
	1187056321	BE-281 Radios		7,460.30
	1187056324	MA-282A Radios		6,437.28
Total for Check Number 11621:				27,284.36
11622	KeouZ 00028004 03241C	Zachary Keough EMT-P Reverification Paramedic License Renewal	07/29/2021	120.00 225.00
Total for Check Number 11622:				345.00
11623	Amazon	Syncb/Amazon	08/03/2021	
	434694786768	Fleet Maintenance Part		942.45
	434979379538	1000/Solo Cup Travel Lids		48.59
	436455665469	Strike Team Batteries		75.84
	438796855454	FC Vehicle Trunk Organizer		64.62
	444736856989	2/3-in-1 Multi USB Fast Charger		23.66
	446897759359	Laundry Dryer Sheets		7.67
	448769593868	Mechanic's Unit Air Fitting & Coupler		24.34
	455958449564	Squeegee and Bar Soap		40.87
	457945985389	4/Drain Cock Steel MNPTxHose		203.39
	458546998766	Dishwasher Rinse Agent		17.01
	458943987665	2/C-11 Auto Spray		44.44
	464569968446	3/Armor All Car Cleaner		72.96
	465577587657	Laundry Drier Sheets		7.67
	465745897994	Mictuning 36W Fast PD USB-C		29.96
	466469787758	2/USB Chargers		13.56
	467373754357	iPhone Charger		29.04
	467774843488	Fleet Service Vehicle Part		87.08
	467853537935	Multi-Surface Cleaner		27.84
	474599869663	Truck Cup Mount		19.34
	545863598845	Dishwasher Rinse Agent		34.02
	548467384693	Impact Grade Socket Adapter		10.76
	548876474956	1000/Solo Cup Travel Cups		85.91
	549377539499	178Wh Portable Power Station		129.18
	549533933583	Fleet Service Vehicle Part		152.16
	553894757455	Bluetooth Mouse & iPhone Case		42.00
	565873997499	Stellar Labs		15.06
	568438397744	Fleet Service Vehicle Parts		79.69
	568479397663	Fleet Maintenance		36.62
	568636749386	Mighty Max Battery 12V 7AH		35.50
	574537477557	C-11 Auto Spray		45.02
	575887933364	Conference Microphone		29.08
	577769585578	FC Vehicle Complement		121.60
	578593884694	Cordless Drill		149.77
	579643934877	Replacement Vacuum		86.19
	595759384663	3/DP to HDMI Adapter		12.81
	633497589643	FS283 Side Door Repair Hardware		44.88
	636535786634	Refund		-152.16
	658698977658	Universal Phone Holder for Car		46.32
	665574874965	Fleet Rig Hydraulic Jack		150.10
	749479333867	Magnum Energy Inverter/Charger		951.17
	768553495468	Ram Fuel/Water Separator		37.04
	779473868656	Fleet Rig Tool		221.29
	787883976569	Laundry Fabric Softener		15.07
	789585585687	Kitchen Cleaning Supplies		75.40
	797658863944	Magnum ME-RC50 Remote Panel		175.79
	797733889484	Laundry Dryer Sheets		7.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	837995977866	Laundry Detergent		64.50
	843383593945	Soldering Iron Kit		17.23
	843737774579	2/USB C Chargers		13.99
	843963673488	4/iPhone Cases		47.32
	858746397595	Refund		-13.99
	878455793933	USB C Charger		12.04
	879336647994	IPad Mount		29.62
	933995747856	4/Mini USB Chargers		37.88
	939633578365	2/C-11 Auto Spray		44.82
	978654663455	Refund		-951.17
	995598963645	Fleet Service Vehicle Part		102.35
	996556348379	Brother Printer Toner		190.71
			Total for Check Number 11623:	4,013.57
11624	NAPA BB 20210803F	NAPA Auto Parts July Apparatus/Vehicles Supplies/Parts	08/03/2021	490.52
			Total for Check Number 11624:	490.52
11625	APlumb N-2154-A	A Plumbing & Heating Inc FS285 Backflow Prevention Test	08/03/2021	85.00
			Total for Check Number 11625:	85.00
11626	Ability 21M-0114196	Ability Network Inc. Ambulance Billing Service	08/03/2021	198.45
			Total for Check Number 11626:	198.45
11627	SheeA 20210803	Alisha Sheehan Transfer Meal Reimbursements	08/03/2021	46.91
			Total for Check Number 11627:	46.91
11628	AllStar 233680	All Star Fire Equipment 27/Helmet Reflective Strips	08/03/2021	68.09
			Total for Check Number 11628:	68.09
11629	PerfTow 10670	A-Performance Towing, Inc. MA282 Towing Service	08/03/2021	550.00
			Total for Check Number 11629:	550.00
11630	BBTeleph 12427	Vatch Arouchian Outdoor Emergency FS Phones	08/03/2021	50.00
			Total for Check Number 11630:	50.00
11631	BadBear 82107	Bad Bear Sportswear Air Flight Suit Embroidery	08/03/2021	43.10
			Total for Check Number 11631:	43.10
11632	BVElect 20210803I	Bear Valley Electric FS285 Electric Service	08/03/2021	1,020.98
			Total for Check Number 11632:	1,020.98
11633	BVElect 20210803G	Bear Valley Electric FS281 Electric Service	08/03/2021	2,396.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11633:	2,396.58
11634	BVElect 20210803H	Bear Valley Electric FS284 Electric Service	08/03/2021	14.85
			Total for Check Number 11634:	14.85
11635	55BBCSD 20210803K 20210803L	Big Bear City CSD FS282 Dumpster Service Training Center Dumpster Service	08/03/2021	284.43 186.09
			Total for Check Number 11635:	470.52
11636	Grizzly 19434	Big Bear Grizzly July Legal Public Notices	08/03/2021	363.00
			Total for Check Number 11636:	363.00
11637	BBLUrgen SANRO0192021	Big Bear Lake Urgent Care DMV 546	08/03/2021	65.00
			Total for Check Number 11637:	65.00
11638	Butc 104310 07/21 104310 07/21	Butcher's Block & Building Material July Statement July Statement	08/03/2021	87.84 117.25
			Total for Check Number 11638:	205.09
11639	JPIARegi ENVIR01035	California JPIA Pollution Liability Insurance Premium FY2021/2	08/03/2021	2,167.00
			Total for Check Number 11639:	2,167.00
11640	CaMedMnt 090121	California Medical Maintenance Healthcare Tech Mgmt Program	08/03/2021	3,284.00
			Total for Check Number 11640:	3,284.00
11641	caltool 20210803B 20210803C	California Tool & Welding Supply July FS282 Oxygen July FS281 Oxygen	08/03/2021	441.26 309.46
			Total for Check Number 11641:	750.72
11642	CarQuest 20210803J	Car Quest Auto Parts Epoxy	08/03/2021	8.06
			Total for Check Number 11642:	8.06
11643	04DWP 250170100000037	CBBL Dept of Water FS281 Water Service	08/03/2021	374.95
			Total for Check Number 11643:	374.95
11644	ConnPump 24584	Connelly Pumping Services LLC FS284 Holding Tank Pumping Service	08/03/2021	190.00
			Total for Check Number 11644:	190.00
11645	CrystalR 20210803T	Crystal Rodriguez Transfer Meal Reimbursement	08/03/2021	9.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11645:	9.35
11646	HutchinD 20210803Q	Dawn Hutchinson Mutual Aid Travel Reimbursement	08/03/2021	1,312.80
			Total for Check Number 11646:	1,312.80
11647	DIY 20210803C 20210803C 20210803C	DIY Home Center July Station Household Supplies/Repair Material July Station Household Supplies/Repair Material July Station Household Supplies/Repair Material	08/03/2021	16.64 583.76 485.04
			Total for Check Number 11647:	1,085.44
11648	CovaE 00028652 093051	Elijah Covarrubio EMT-P Reverification License Renewal	08/03/2021	70.00 250.00
			Total for Check Number 11648:	320.00
11649	Frontier 20210803O	Frontier Communications FS282 Aux Bldg Phone Service	08/03/2021	44.71
			Total for Check Number 11649:	44.71
11650	Frontier 20210803P	Frontier Communications FS283 Phone Service	08/03/2021	194.65
			Total for Check Number 11650:	194.65
11651	Frontier 20210803N	Frontier Communications FS282 Phone Service	08/03/2021	59.49
			Total for Check Number 11651:	59.49
11652	Frontier 20210803M	Frontier Communications FS281 Fax Line	08/03/2021	59.96
			Total for Check Number 11652:	59.96
11653	GlobStar 000000018117195	Globalstar Satellite Phone Service	08/03/2021	112.63
			Total for Check Number 11653:	112.63
11654	ChanJo 9071-9071-01-21	Joanne Chan Uniform Pants Reimbursement	08/03/2021	183.18
			Total for Check Number 11654:	183.18
11655	LifeAssi 20210803E	Life Assist Inc July Medical Supplies	08/03/2021	14,716.91
			Total for Check Number 11655:	14,716.91
11656	MissLin 20210803A	Mission Linen Supply Inc July Shop Linen Service	08/03/2021	71.48
			Total for Check Number 11656:	71.48
11657	MoreTad 20210803R	Tad Morelock Mutual Aid Travel Reimbursement	08/03/2021	1,141.28



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11657:	1,141.28
11658	MountBev 29102	Mountain Beverage Service Beverage Service/Supplies	08/03/2021	101.00
			Total for Check Number 11658:	101.00
11659	CurrPete 20210803S	Pete Curran Mutual Aid Travel Reimbursement	08/03/2021	265.44
			Total for Check Number 11659:	265.44
11660	Quill 18376305 18379309	Quill Corporation 3/1/2-inch White Notebooks Restock Office Supplies	08/03/2021	17.58 225.74
			Total for Check Number 11660:	243.32
11661	Robertso 973983	Robertson's Ready Mix Station Sandbag Sand	08/03/2021	442.62
			Total for Check Number 11661:	442.62
11662	Teleflex 9504223991	c/oTeleflex Funding,LLC Teleflex,LLC 5/EZ-IO 45MM Bone Marrow Needles	08/03/2021	605.13
			Total for Check Number 11662:	605.13
11663	Waxie 20210803G	Waxie Sanitary Supply July Station Cleaning Products	08/03/2021	173.93
			Total for Check Number 11663:	173.93
11664	ModSpace 9011127301	Williams Scotsman,Inc. FS281 Temp Office Space Rental	08/03/2021	524.01
			Total for Check Number 11664:	524.01
11665	02FranTx 289868225 PP16	Franchise Tax Board 289868225 Berry California Tax Disbursement	08/05/2021 PR Batch 00001.08.2021 Cali	734.58
			Total for Check Number 11665:	734.58
11666	02FranTx 360724552 PP16	Franchise Tax Board 360724552 California Tax Disbursement	08/05/2021 PR Batch 00001.08.2021 Cali	200.00
			Total for Check Number 11666:	200.00
11667	Lincoln 20210806PP16 20210806PP16 20210806PP16	Lincoln National Life Insurance Co (5H-26 PR Batch 00001.08.2021 Lincoln Roth Flat Amc PR Batch 00001.08.2021 Lincoln 457 Percentag PR Batch 00001.08.2021 Lincoln 457 Flat Amou	08/05/2021 PR Batch 00001.08.2021 Linc PR Batch 00001.08.2021 Linc PR Batch 00001.08.2021 Linc	225.00 573.98 550.00
			Total for Check Number 11667:	1,348.98
11668	MidAmeri 20210806PP16	MidAmerica Admin & Retirement Solution PR Batch 00001.08.2021 Apple 457 Paid Call Pa	08/05/2021 PR Batch 00001.08.2021 App	4,428.99
			Total for Check Number 11668:	4,428.99
11669	NatRetSo 20210806PP16	Nationwide Retirement Solution PR Batch 00001.08.2021 Nationwide Flat Amou	08/05/2021 PR Batch 00001.08.2021 Nati	2,255.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210806PP16	PR Batch 00001.08.2021 Nationwide Roth Flat	PR Batch 00001.08.2021 Nati	10.00
	20210806PP16	PR Batch 00001.08.2021 Nationwide Roth Perce	PR Batch 00001.08.2021 Nati	782.98
	20210806PP16	PR Batch 00001.08.2021 Nationwide Percentage	PR Batch 00001.08.2021 Nati	6,935.59
Total for Check Number 11669:				9,983.57
11670	SBCProFF 20210806PP16	San Bernardino County Professional Firefig PR Batch 00001.08.2021 Union Dues Local 935	08/05/2021 PR Batch 00001.08.2021 Unic	2,745.05
Total for Check Number 11670:				2,745.05
11671	ReliStan 20210709PP14 20210709PP14 20210709PP14 20210806PP16 20210806PP16 20210806PP16 20210806PP16	Reliance Standard Life Insurance Co. PR Batch 00001.07.2021 Short Term Disability PR Batch 00001.07.2021 Life and AD and D ER PR Batch 00001.07.2021 Long Term Disability PR Batch 00001.08.2021 Short Term Disability Insurance Adjustment Long Term Disability PR Batch 00001.08.2021 Life and AD and D ER PR Batch 00001.08.2021 Long Term Disability	08/05/2021 PR Batch 00001.07.2021 Sho PR Batch 00001.07.2021 Life PR Batch 00001.07.2021 Lon PR Batch 00001.08.2021 Sho PR Batch 00001.08.2021 Lon PR Batch 00001.08.2021 Life PR Batch 00001.08.2021 Lon	1,116.97 663.00 809.74 1,140.83 -238.48 689.00 827.24
Total for Check Number 11671:				5,008.30
11672	SBCERA 20210806PP16 20210806PP16 20210806PP16 20210806PP16 20210806PP16 20210806PP16	SBC Employees' Retirement Association PP16 Batch #10987 Survivor SBCERA Employ PP16 Batch #10987 SBCERA ER Cont. T2 Lim PP16 Batch #10987 Survivor SBCERA ER PP16 Batch #10987 SBCERA EE Tier 2 PP16 Batch #10987 SBCERA EE Safety Tier1 PP16 Batch #10987 SBCERA ER Contribution	08/05/2021 PR Batch 00001.08.2021 Surv PR Batch 00001.08.2021 SBC PR Batch 00001.08.2021 Surv PR Batch 00001.08.2021 SBC PR Batch 00001.08.2021 SBC PR Batch 00001.08.2021 SBC	21.84 6,979.00 21.84 16,016.46 12,020.08 100,031.71
Total for Check Number 11672:				135,090.93
11673	Forkful 20210812C	Ashley Senter 08/03/21 Board Mtg Meal Service Balance	08/12/2021	185.00
Total for Check Number 11673:				185.00
11674	BVElect 001174000000040	Bear Valley Electric Boulder Bay FS Electric Service	08/12/2021	83.09
Total for Check Number 11674:				83.09
11675	55BBCSD 764 764	Big Bear City CSD Rebel Oil Rebel Oil	08/12/2021	1,822.06 2,001.10
Total for Check Number 11675:				3,823.16
11676	55BBCSD 20210812B	Big Bear City CSD FS283 Dumpster Service	08/12/2021	186.09
Total for Check Number 11676:				186.09
11677	55BBCSD 763	Big Bear City CSD Training Center Electric Service	08/12/2021	512.04
Total for Check Number 11677:				512.04
11678	55BBCSD 1014502 1015277	Big Bear City CSD FS283 Water Service Training Center Water Service	08/12/2021	104.64 81.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11678:	186.18
11679	Grizzly 19687	Big Bear Grizzly July Big Bear Now Ads	08/12/2021	398.00
			Total for Check Number 11679:	398.00
11680	BBLUrgen	Big Bear Lake Urgent Care New Emp Physical	08/12/2021	80.00
			Total for Check Number 11680:	80.00
11681	04DWP 250252100000000 251060100000004 253680100000004	CBBL Dept of Water FS281 Fire Sprinkler System Water Service Boulder Bay FS Water Service Moonridge FS Water Service	08/12/2021	9.65 47.80 47.80
			Total for Check Number 11681:	105.25
11682	Charter 0294199073021	Charter Communications FS283 Business TV	08/12/2021	110.16
			Total for Check Number 11682:	110.16
11683	ConnPump 24609	Connelly Pumping Services LLC FS284 Holding Tank Pumping	08/12/2021	190.00
			Total for Check Number 11683:	190.00
11684	EricPet 20210812A	Eric Peterson SRA Haz Tree Grant Prop Owner Reimbursemer	08/12/2021	950.00
			Total for Check Number 11684:	950.00
11685	FerrellG 5006423762	FerrellGas FS284 Propane	08/12/2021	12.12
			Total for Check Number 11685:	12.12
11686	CarrJohn 639399-2	John Carrasco Transfer Meal Reimbursement	08/12/2021	14.08
			Total for Check Number 11686:	14.08
11687	JohnsEq 7425	Johnson Equipment Company Ambulance Communications Equipment	08/12/2021	2,118.32
			Total for Check Number 11687:	2,118.32
11688	MercTire 87342	Mercer Automotive & Tire MA-282 Tires	08/12/2021	1,436.44
			Total for Check Number 11688:	1,436.44
11689	Haupt 20210812D 20210812D	Moonridge Fuel Fuel Fuel	08/12/2021	1,390.00 1,389.19
			Total for Check Number 11689:	2,779.19
11690	Newkirk 639399-3	Nolan Newkirk Transfer Meal Reimbursement	08/12/2021	15.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11690:	15.00
11691	KBHR 1170003766	Parallel Broadcasting Inc July Radio Advertising	08/12/2021	235.20
			Total for Check Number 11691:	235.20
11692	Neopost 20210812E	Quadient Finance USA,Inc Postage	08/12/2021	210.23
			Total for Check Number 11692:	210.23
11693	Quill 18383960	Quill Corporation 5/Presentation Certificate Folders	08/12/2021	8.58
			Total for Check Number 11693:	8.58
11694	SandR 639399-1	Robert Sandin Transfer Meal Reimbursement	08/12/2021	11.91
			Total for Check Number 11694:	11.91
11695	LaVoR 38	Roger LaVoire Transfer Meal Reimbursement	08/12/2021	11.53
			Total for Check Number 11695:	11.53
11696	SchlossW 20210812	William Schlosser Red Helmet Company Officer 2C & 2D	08/12/2021	800.00
			Total for Check Number 11696:	800.00
11697	Teleflex 9504274706	c/oTeleflex Funding,LLC Teleflex,LLC 10/EZ-IO Bone Marrow Needles	08/12/2021	1,200.75
			Total for Check Number 11697:	1,200.75
11698	CounTeam 79747	The Counseling Team International Employee Support Services	08/12/2021	500.00
			Total for Check Number 11698:	500.00
11699	UPSStore 00000008969	The UPS Store UPS Postage	08/12/2021	26.04
			Total for Check Number 11699:	26.04
11700	TurnoutM 24434	Turnout Maintenance PPE Repairs	08/12/2021	360.00
			Total for Check Number 11700:	360.00
11701	TylerE 268133	Tyler Edwards Transfer Meal Reimbursement	08/12/2021	10.67
			Total for Check Number 11701:	10.67
11702	WestAmer 20210812F 20210812F	WestAmerica Bank Final Ambulance Loan Payment Final Ambulance Loan Payment	08/12/2021	21,299.33 692.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11702:	21,991.56
11703	USBank 20210817	US Bank Corporate Payment Systems July 2021 Cal Card Statement	08/17/2021	946.10
	20210817	July 2021 Cal Card Statement		122.30
	20210817	July 2021 Cal Card Statement		5,184.14
	20210817	July 2021 Cal Card Statement		-39.74
	20210817	July 2021 Cal Card Statement		144.98
	20210817	July 2021 Cal Card Statement		896.91
	20210817	July 2021 Cal Card Statement		7,632.30
	20210817	July 2021 Cal Card Statement		1,757.61
	20210817	July 2021 Cal Card Statement		219.00
	20210817	July 2021 Cal Card Statement		11.95
	20210817	July 2021 Cal Card Statement		1,080.88
	20210817	July 2021 Cal Card Statement		782.23
	20210817	July 2021 Cal Card Statement		450.82
	20210817	July 2021 Cal Card Statement		2,273.87
	20210817	July 2021 Cal Card Statement		1,667.29
	20210817	July 2021 Cal Card Statement		28.50
	20210817	July 2021 Cal Card Statement		32.96
	20210817	July 2021 Cal Card Statement		1,584.81
	20210817	July 2021 Cal Card Statement		6,201.62
	20210817A	Cal Card Reimbursement		-306.36
			Total for Check Number 11703:	30,672.17
11704	AdminSvc 12178784	Administrative Services Inc Copier Lease	08/18/2021	694.03
			Total for Check Number 11704:	694.03
11705	AnthemBC 21-33603	Anthem Blue Cross of California Amb Billing Overpayment James Ladd	08/18/2021	1,283.83
			Total for Check Number 11705:	1,283.83
11706	50ComHos 20210818C	Bear Valley Community Healthcare District 2/New Employee Physicals	08/18/2021	412.00
			Total for Check Number 11706:	412.00
11707	bvelect 00841 000001168	Bear Valley Electric Moonridge FS Electric Service	08/18/2021	55.75
			Total for Check Number 11707:	55.75
11708	BBK 904821 907145 907146 910225	Best Best & Krieger General Matters & Correspondence General Matters & Correspondence General Matters & Correspondence General Matters & Correspondence	08/18/2021	1,017.40 4,123.60 81.90 3,706.50
			Total for Check Number 11708:	8,929.40
11709	55BBCSD 765	Big Bear City CSD CalPERS Pass-thru GASB 68 Rpts/Schedules	08/18/2021	1,050.00
			Total for Check Number 11709:	1,050.00
11710	BBLUrgen FORW108102021	Big Bear Lake Urgent Care New Employee TB Test	08/18/2021	40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11710:	40.00
11711	Charter 0321562081021	Charter Communications FS284 Business Voice/Internet	08/18/2021	154.97
			Total for Check Number 11711:	154.97
11712	ScotPlum 42269	Peter Crawford FS284 Leak Repair	08/18/2021	1,088.00
			Total for Check Number 11712:	1,088.00
11713	ScottD 20210818D	Darryl or Cathie Scott BV Haz Tree Removal Grant Prop Owner Reimt	08/18/2021	1,000.00
			Total for Check Number 11713:	1,000.00
11714	Tingle 20210818A	Justine Tingle RN License Renewals	08/18/2021	310.00
			Total for Check Number 11714:	310.00
11715	MidAmerL MAR0000016873	MidAmerica Admin.& Retirement Solution 2Q21 Adm Fee	08/18/2021	1,344.00
			Total for Check Number 11715:	1,344.00
11717	SWGAS 200420073237 200680080311 200950062604	Southwest Gas Corporation FS281 Natural Gas Service Boulder Bay FS Natural Gas Service Moonridge FS Natural Gas Service	08/18/2021	97.39 11.00 11.00
			Total for Check Number 11717:	119.39
11718	01USPost 20210818	U.S. Postal Service Annual PO Box Rental BBC	08/18/2021	188.00
			Total for Check Number 11718:	188.00
11719	Renaux 20210818E	Valarie Renaux BV Haz Tree Removal Grant Prop Owner Reimt	08/18/2021	1,000.00
			Total for Check Number 11719:	1,000.00
11721	Ameritas 20210709PP14 20210820PP18	Ameritas Life Insurance Corp PR Batch 00001.07.2021 Dental ER Insurance Adjustment	08/18/2021 PR Batch 00001.07.2021 Den	7,429.56 110.44
			Total for Check Number 11721:	7,540.00
11722	02FranTx 289868225PP18	Franchise Tax Board 289868225 Berry California Tax Disbursement	08/18/2021 PR Batch 00002.08.2021 Cali	734.58
			Total for Check Number 11722:	734.58
11723	02FranTx 360724552PP18	Franchise Tax Board 360724552 Schlosser California Tax Disburseme	08/18/2021 PR Batch 00002.08.2021 Cali	200.00
			Total for Check Number 11723:	200.00
11724	Kaiser 20210806PP16	Public Agency Coalition Enterprise. ATTN PR Batch 00001.08.2021 Health ER Kaiser	08/18/2021 PR Batch 00001.08.2021 Hea	16,943.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20210820PP18	Insurance Adjustment		4,051.35
			Total for Check Number 11724:	20,995.06
11725	Keenan 20210806PP16 20210820PP18	Keenan & Associates PR Batch 00001.08.2021 Health ER EPO Insurance Adjustment	08/18/2021 PR Batch 00001.08.2021 Hea	70,723.62 8,594.24
			Total for Check Number 11725:	79,317.86
11726	Lincoln 20210820PP18 20210820PP18 20210820PP18	Lincoln National Life Insurance Co (5H-26 PR Batch 00002.08.2021 Lincoln Roth Flat Amo PR Batch 00002.08.2021 Lincoln 457 Flat Amou PR Batch 00002.08.2021 Lincoln 457 Percentag	08/18/2021 PR Batch 00002.08.2021 Linc PR Batch 00002.08.2021 Linc PR Batch 00002.08.2021 Linc	225.00 550.00 883.29
			Total for Check Number 11726:	1,658.29
11727	MASA 20210806PP16 20210820PP18	MASA Medical Air Service Association PR Batch 00001.08.2021 MASA PR Batch 00002.08.2021 MASA	08/18/2021 PR Batch 00001.08.2021 MA: PR Batch 00002.08.2021 MA:	26.50 26.50
			Total for Check Number 11727:	53.00
11728	MidAmeri 20210820PP18	MidAmerica Admin & Retirement Solution PR Batch 00002.08.2021 Apple 457 Paid Call Pz	08/18/2021 PR Batch 00002.08.2021 App	6,741.89
			Total for Check Number 11728:	6,741.89
11729	NatRetSo 20210820PP18 20210820PP18 20210820PP18 20210820PP18	Nationwide Retirement Solution PR Batch 00002.08.2021 Nationwide Roth Flat PR Batch 00002.08.2021 Nationwide Flat Amou PR Batch 00002.08.2021 Nationwide Percentage PR Batch 00002.08.2021 Nationwide Roth Perce	08/18/2021 PR Batch 00002.08.2021 Nati PR Batch 00002.08.2021 Nati PR Batch 00002.08.2021 Nati PR Batch 00002.08.2021 Nati	10.00 2,255.00 10,096.45 485.28
			Total for Check Number 11729:	12,846.73
11730	SBCProFF 20210820PP18	San Bernardino County Professional Firefig PP18 Batch#10988 Union Dues Local 935	08/18/2021 PR Batch 00002.08.2021 Unic	2,745.05
			Total for Check Number 11730:	2,745.05
11732	Texas 20210806PP16 20210820PP18 20210820PP18	Texas Life Insurance Company PR Batch 00001.08.2021 Texas Life Ins Post Tax PR Batch 00002.08.2021 Texas Life Ins Post Tax PR Batch 00002.08.2021 Texas Life Ins Post Tax	08/18/2021 PR Batch 00001.08.2021 Texe PR Batch 00002.08.2021 Texe PR Batch 00002.08.2021 Texe	164.44 164.44 -0.03
			Total for Check Number 11732:	328.85
11733	Ameritas 20210709PP14 202108201PP18	Ameritas Life Insurance Corp PR Batch 00001.07.2021 Vision ER Insurance Adjustment	08/19/2021 PR Batch 00001.07.2021 Visi	1,211.12 -45.68
			Total for Check Number 11733:	1,165.44
11734	BVElect 002718000000044	Bear Valley Electric FS283 Electric Service	08/24/2021	786.03
			Total for Check Number 11734:	786.03
11735	BVElect 001355000000035	Bear Valley Electric FS282 Electric Service	08/24/2021	1,472.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11735:	1,472.64
11736	BVElect 001356000000034	Bear Valley Electric FS282 Aux Bldg Electric Service	08/24/2021	63.97
			Total for Check Number 11736:	63.97
11737	52Confir 2022-004 2022-004 2022-004	Confire JPA InfoTech Svs July-Sept 2021 InfoTech Svs July-Sept 2021 InfoTech Svs July-Sept 2021	08/24/2021	10,737.09 21,474.17 32,211.24
			Total for Check Number 11737:	64,422.50
11738	52Confir 2022-023	Confire JPA Tablet Command Enterprise	08/24/2021	2,654.94
			Total for Check Number 11738:	2,654.94
11739	HutchinD 20210824	Dawn Hutchinson Mutual Aid Reimb Beckwourth & Dixie Fires M	08/24/2021	392.56
			Total for Check Number 11739:	392.56
11740	KlarK 20200824A	Kevin Klar Mutual Aid Reimb McFarland Fire Mileage	08/24/2021	684.88
			Total for Check Number 11740:	684.88
11741	WagnL 20210824D 20210824E	Luke Wagner Mutual Aid Reimb McFarland Fire Lodging Mutual Aid Reimb McFarland Fire Lodging	08/24/2021	438.03 514.80
			Total for Check Number 11741:	952.83
11742	MountBev 29110	Mountain Beverage Service Beverage Services/Supplies	08/24/2021	112.00
			Total for Check Number 11742:	112.00
11743	MountWat 8244-117	Mountain Water Company 2 months/Bottled Water Service	08/24/2021	96.00
			Total for Check Number 11743:	96.00
11744	CurrPete 20210824B	Pete Curran Mutual Aid Reimb McFarland Fire Mileage	08/24/2021	739.20
			Total for Check Number 11744:	739.20
11745	04BBFA 1171-46	Petty Cash Seamstress Services	08/24/2021	50.00
			Total for Check Number 11745:	50.00
11746	Quill 18888385	Quill Corporation Misc Office Supplies Stock	08/24/2021	204.24
			Total for Check Number 11746:	204.24
11747	SWGAs 1100000011009	Southwest Gas Corporation Training Center #B Natural Gas Service	08/24/2021	11.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1100000011009A	Training Center #C Natural Gas Service		11.00
	129610000135017	FS282 Natural Gas Service		129.61
	30550000025969	FS285 Natural Gas Service		30.55
	34700000038262	FS283 Natural Gas Service		34.70
	4173000038260	FS282 Aux Bldg Natural Gas Service		41.73
			Total for Check Number 11747:	258.59
11748	MoreTad 20210824C	Tad Morelock Mutual Aid Reimb Beckwourth Fire Mileage	08/24/2021	673.68
			Total for Check Number 11748:	673.68
11749	VeriWire 9886107376	Verizon Wireless Fire Department Phone Service	08/24/2021	1,726.77
			Total for Check Number 11749:	1,726.77
11750	AlanLee 20210901E	Alan Lee 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
			Total for Check Number 11750:	130.00
11751	AlexM 100344 390027	Alex Marshall Transfer Meal Reimbursement Transfer Meal Reimbursement	09/02/2021	22.55 28.02
			Total for Check Number 11751:	50.57
11752	SheeA 20014406695	Alisha Sheehan Reimbursement for Uniform Pants	09/02/2021	196.11
			Total for Check Number 11752:	196.11
11753	BadBear 72140 82144	Bad Bear Sportswear Uniform Restock New Hire Uniform Embrodery	09/02/2021	1,453.55 520.97
			Total for Check Number 11753:	1,974.52
11754	BVElect 000234 00000080	Bear Valley Electric FS284 Electric Service	09/02/2021	13.05
			Total for Check Number 11754:	13.05
11755	BVElect 001084 00000010	Bear Valley Electric FS285 Electric Service	09/02/2021	812.77
			Total for Check Number 11755:	812.77
11756	BVPrint 8342	Bear Valley Printing Director Business Cards/400	09/02/2021	34.89
			Total for Check Number 11756:	34.89
11757	04DWP 009651 047800 047806 309406	CBBL Dept of Water FS281 Fire Sprinkler System Water Service Moonridge FS Water Service Boulder Bay FS Water Service FS281 Water Service	09/02/2021	9.65 47.80 47.80 309.40
			Total for Check Number 11757:	414.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11758	Frontier 20210901C	Frontier Communications FS283 Phone Service	09/02/2021	194.71
Total for Check Number 11758:				194.71
11759	Frontier 20210901	Frontier Communications FS281 Fax Line	09/02/2021	61.22
Total for Check Number 11759:				61.22
11760	Frontier 20210901B	Frontier Communications FS282 Aux Bldg Phone Service	09/02/2021	44.71
Total for Check Number 11760:				44.71
11761	Frontier 20210901A	Frontier Communications FS282 Phone Service	09/02/2021	52.62
Total for Check Number 11761:				52.62
11762	Image200 462292	Image 2000 Copier Toner	09/02/2021	108.90
Total for Check Number 11762:				108.90
11763	GreenJo 20210901E	John Green 08/03/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for Check Number 11763:				130.00
11764	RussoJ 20210901E	John J Russo 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for Check Number 11764:				130.00
11765	LACare BOFA-0005962112	L.A. Care Health Plan Ambulance Billing Overpayment 21-37387	09/02/2021	7.02
Total for Check Number 11765:				7.02
11766	WalshLa 20210901E	Larry Walsh 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for Check Number 11766:				130.00
11767	MountBev 29123	Mountain Beverage Service Beverage Service/Supplies	09/02/2021	172.00
Total for Check Number 11767:				172.00
11768	Newkirk 360026	Nolan Newkirk Transfer Meal Reimbursement	09/02/2021	21.47
Total for Check Number 11768:				21.47
11769	HerrR 20210901E	Rick Herrick 8/3/2021 FA Reg Mtg Stipend	09/02/2021	130.00
Total for Check Number 11769:				130.00
11770	SheeA 268134	Alisha Sheehan 2/Transfer Meal Reimbursements	09/09/2021	24.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11770:	24.23
11771	Baumg 111390	Richard A Baumgartner M D New Emp Physical	09/09/2021	100.00
			Total for Check Number 11771:	100.00
11772	BVElect 000036000000017	Bear Valley Electric FS281 Electric Service	09/09/2021	2,232.57
			Total for Check Number 11772:	2,232.57
11773	55BBCSD 20210909B 20210909C 20210909D	Big Bear City CSD FS283 Dumpster Service Training Center Dumpster Service FS282 Dumpster Service	09/09/2021	186.09 186.09 284.43
			Total for Check Number 11773:	656.61
11774	55BBCSD 768	Big Bear City CSD Training Center Electric Service	09/09/2021	414.18
			Total for Check Number 11774:	414.18
11775	Grizzly 20055	Big Bear Grizzly August Public Service Ads	09/09/2021	398.00
			Total for Check Number 11775:	398.00
11776	CarQuest 20210909A	Car Quest Auto Parts Fleet Repair Parts/Fluids	09/09/2021	152.08
			Total for Check Number 11776:	152.08
11777	Charter 0148579082621	Charter Communications FS281 Business TV	09/09/2021	109.00
			Total for Check Number 11777:	109.00
11778	Charter 0153702082721	Charter Communications FS281 Business Voice	09/09/2021	519.83
			Total for Check Number 11778:	519.83
11779	Charter 0153686082721	Charter Communications FS282 Business Voice	09/09/2021	519.83
			Total for Check Number 11779:	519.83
11780	Charter 0295199083021	Charter Communications FS283 Business TV	09/09/2021	115.44
			Total for Check Number 11780:	115.44
11781	Charter 0223364082821	Charter Communications FS281 Business Internet	09/09/2021	1,374.00
			Total for Check Number 11781:	1,374.00
11782	ConnPump 24694	Connelly Pumping Services LLC FS284 Holding Tank Pumping Service	09/09/2021	190.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11782:	190.00
11783	Sando 20210909G	Donna Sando BV Hazardous Tree Grant Removal Reimburserr	09/09/2021	1,000.00
			Total for Check Number 11783:	1,000.00
11784	Grade 20210909H	Glen or Diane Grade BV Hazardous Tree Grant Removal Reimburserr	09/09/2021	950.00
			Total for Check Number 11784:	950.00
11785	Kimbro 55130	Jerry Kimbro FS282 Dishwasher Repair	09/09/2021	330.72
			Total for Check Number 11785:	330.72
11786	IKings 1174	Kings Fire Protection,Inc FS281 Extinguisher Service	09/09/2021	38.79
			Total for Check Number 11786:	38.79
11787	MissLin 08312021	Mission Linen Supply Inc August Shop Linen Service	09/09/2021	75.54
			Total for Check Number 11787:	75.54
11788	Haupt 20210909	Moonridge Fuel Fuel	09/09/2021	2,456.30
			Total for Check Number 11788:	2,456.30
11789	MountWat 8244-168	Mountain Water Company Bottled Water Service	09/09/2021	40.00
			Total for Check Number 11789:	40.00
11790	NFPASubs 8008551X	NFPA NFPA Membership Renewal	09/09/2021	175.00
			Total for Check Number 11790:	175.00
11791	Dunn 20210909I	Noel Dunn BV Hazardous Tree Grant Removal Reimburserr	09/09/2021	1,000.00
			Total for Check Number 11791:	1,000.00
11792	OHCC 71329161	Occupational Health Centers of California New Emp Physical	09/09/2021	238.50
			Total for Check Number 11792:	238.50
11793	KBHR 1180003766	Parallel Broadcasting Inc August Public Service Radio Ads	09/09/2021	218.40
			Total for Check Number 11793:	218.40
11794	NAPA 210783398 210783398	Superior Automotive Warehouse Fleet Maintenance & Repairs Fleet Maintenance & Repairs	09/09/2021	2,493.31 955.26

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11794:	3,448.57
11795	UPSSStore 9177	The UPS Store Outgoing UPS Shipment	09/09/2021	16.36
			Total for Check Number 11795:	16.36
11796	02FranTx 289868225PP18B	Franchise Tax Board 289868225 Berry California Tax Disbursement	09/14/2021 PR Batch 00003.08.2021 Cali	734.58
			Total for Check Number 11796:	734.58
11797	02FranTx 360724552Schlos	Franchise Tax Board 360724552 Schlosser California Tax Disburseme	09/14/2021 PR Batch 00003.08.2021 Cali	200.00
			Total for Check Number 11797:	200.00
11798	Lincoln 20210903PP18 20210903PP18 20210903PP18	Lincoln National Life Insurance Co (5H-26 PR Batch 00003.08.2021 Lincoln 457 Percentag PR Batch 00003.08.2021 Lincoln Roth Flat Amc PR Batch 00003.08.2021 Lincoln 457 Flat Amou	09/14/2021 PR Batch 00003.08.2021 Linc PR Batch 00003.08.2021 Linc PR Batch 00003.08.2021 Linc	964.63 225.00 550.00
			Total for Check Number 11798:	1,739.63
11799	MidAmeri 20210903PP18	MidAmerica Admin & Retirement Solution PR Batch 00003.08.2021 Apple 457 Paid Call Pa	09/14/2021 PR Batch 00003.08.2021 App	668.84
			Total for Check Number 11799:	668.84
11800	NatRetSo 20210903PP18 20210903PP18 20210903PP18 20210903PP18	Nationwide Retirement Solution PR Batch 00003.08.2021 Nationwide Roth Perce PR Batch 00003.08.2021 Nationwide Percentage PR Batch 00003.08.2021 Nationwide Roth Flat PR Batch 00003.08.2021 Nationwide Flat Amou	09/14/2021 PR Batch 00003.08.2021 Nati PR Batch 00003.08.2021 Nati PR Batch 00003.08.2021 Nati PR Batch 00003.08.2021 Nati	681.85 11,202.77 10.00 2,255.00
			Total for Check Number 11800:	14,149.62
11801	SBCProFF 20210903PP18	San Bernardino County Professional Firefig PR Batch 00003.08.2021 Union Dues Local 935	09/14/2021 PR Batch 00003.08.2021 Unio	2,745.05
			Total for Check Number 11801:	2,745.05
11802	AdminSvc 12286400	Administrative Services Inc Copier Lease	09/15/2021	694.03
			Total for Check Number 11802:	694.03
11803	50ComHos 20210915	Bear Valley Community Healthcare District August COVID-19 Employee Testing	09/15/2021	504.00
			Total for Check Number 11803:	504.00
11804	BVElect 001159 00000003	Bear Valley Electric Boulder Bay FS Electric Service	09/15/2021	81.12
			Total for Check Number 11804:	81.12
11805	BVElect 000791 00000042	Bear Valley Electric FS284 Electric Service Annual Reconciliation	09/15/2021	5,556.20
			Total for Check Number 11805:	5,556.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
11806	55BBCSD 1018517 1018557	Big Bear City CSD FS282 Water Service FS282 Aux Bldg Water Service	09/15/2021	815.36 407.91
Total for Check Number 11806:				1,223.27
11807	BBLUrgen MOSSBR09042021	Big Bear Lake Urgent Care New Employee Medical	09/15/2021	40.00
Total for Check Number 11807:				40.00
11808	Charter 0004775090121	Charter Communications 2 mons/FS282 Cable & FS283 Cable/Internet	09/15/2021	1,221.08
Total for Check Number 11808:				1,221.08
11809	CrystalR 9003-0130011724	Crystal Rodriguez Uniform Reimbursement	09/15/2021	92.44
Total for Check Number 11809:				92.44
11810	DarLR 20210915B	Darl Rodriguez BV Haz Tree Removal Grant Prop Owner Reimbt	09/15/2021	550.00
Total for Check Number 11810:				550.00
11811	Wharton 21-33584	Fred Wharton Ambulance Billing Overpayment	09/15/2021	225.00
Total for Check Number 11811:				225.00
11812	MercTire 87827	Mercer Automotive & Tire MA-282A Mount & Balance Tires	09/15/2021	96.00
Total for Check Number 11812:				96.00
11813	Teleflex 9504062814	c/oTeleflex Funding,LLC Teleflex,LLC 10/EZ-IO Bone Marrow Needles	09/15/2021	1,200.75
Total for Check Number 11813:				1,200.75
11814	FortWm 1973-2	William Fortes Reimbursement Uniform Taylor Service	09/15/2021	15.00
Total for Check Number 11814:				15.00
11815	BVElect 67777	Bear Valley Electric Moonridge FS Electric Service	09/29/2021	67.77
Total for Check Number 11815:				67.77
11816	BVElect 0037990450000	Bear Valley Electric FS284 Electric Service	09/29/2021	7.65
Total for Check Number 11816:				7.65
11817	BVElect 0036323626006	Bear Valley Electric FS285 Electric Service	09/29/2021	692.78
Total for Check Number 11817:				692.78
11818	BVElect 0034686250000	Bear Valley Electric FS282 Aux Bldg Electric Service	09/29/2021	69.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11818:	69.74
11819	BVElect 0037192250000	Bear Valley Electric FS282 Electric Service	09/29/2021	1,747.13
			Total for Check Number 11819:	1,747.13
11820	BVElect 0038492250000	Bear Valley Electric FS283 Electric Service	09/29/2021	687.19
			Total for Check Number 11820:	687.19
11821	BVPrint 8371	Bear Valley Printing Business Cards	09/29/2021	86.56
			Total for Check Number 11821:	86.56
11822	55BBCSD 1020161	Big Bear City CSD FS285 Water Service	09/29/2021	98.34
			Total for Check Number 11822:	98.34
11823	Grizzly 20272	Big Bear Grizzly Recruitment Advertising Services	09/29/2021	379.82
			Total for Check Number 11823:	379.82
11824	BBPaint 291786	Big Bear Paint Center FS282 Paint Supplies	09/29/2021	56.62
			Total for Check Number 11824:	56.62
11825	BraunNW 31233 31368	Braun NW, Inc. MA-281 Part MA-281 Part	09/29/2021	619.56 88.61
			Total for Check Number 11825:	708.17
11826	ParhB 20210922D	Brian Parham Mutual Aid Travel Reimbursement (McFarland)	09/29/2021	819.50
			Total for Check Number 11826:	819.50
11827	MekeC 402892	Chad Meketarian Transfer Meal Reimbursement	09/29/2021	20.00
			Total for Check Number 11827:	20.00
11828	Charter 0321562091021	Charter Communications FS284 Business Voice/Internet	09/29/2021	154.97
			Total for Check Number 11828:	154.97
11829	CrystalR 123455 402893 54341410CU70200	Crystal Rodriguez Uniform Reimbursement (HAIX Bootstore) Transfer Meal Reimbursement Uniform Reimbursement (5.11 Tactical)	09/29/2021	358.08 16.50 48.49
			Total for Check Number 11829:	423.07
11830	HutchinD 20210922B	Dawn Hutchinson Mutual Aid Travel Reimbursement (Monument)	09/29/2021	504.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11830:	504.00
11831	FiSafety 28623	Firefighters Safety Center 2/Nomex Pants	09/29/2021	281.05
			Total for Check Number 11831:	281.05
11832	GlobStar 000000020832901	Globalstar 2 mon/Satellite Phone Service	09/29/2021	225.04
			Total for Check Number 11832:	225.04
11833	DmytJ 20210928A	Jason Dmytriw Paramedic License Renewal	09/29/2021	250.00
			Total for Check Number 11833:	250.00
11834	KlarK 20210922A	Kevin Klar Mutual Aid Travel Reimbursement (McFarland 2	09/29/2021	599.76
			Total for Check Number 11834:	599.76
11835	KMEFireA 556254	Kovatch Mobile Equipment Me-282 Part	09/29/2021	268.34
			Total for Check Number 11835:	268.34
11836	MillerMM 20210922E	Michael or Maggie Miller BV Haz Tree Removal Grant Property Reimburs	09/29/2021	300.00
			Total for Check Number 11836:	300.00
11837	MountBev 29141	Mountain Beverage Service Beverage Service/Supplies	09/29/2021	183.00
			Total for Check Number 11837:	183.00
11838	MercadoN 19176463 19177807	Nicholas Mercado Uniform and Tailor Service Reimbursement Uniform Reimbursement (Galls)	09/29/2021	156.64 602.31
			Total for Check Number 11838:	758.95
11839	Wolowic 20210928	Paul Wolowic BV Haz Tree Removal Grant Property Owner Re	09/29/2021	750.00
			Total for Check Number 11839:	750.00
11840	CurrPete 20210922	Pete Curran Mutual Aid Travel Reimbursement (McFarland 2	09/29/2021	712.88
			Total for Check Number 11840:	712.88
11841	SBCERA 20210820PP18 20210820PP18 20210820PP18 20210820PP18 20210820PP18 20210820PP18	SBC Employees' Retirement Association PP18 Batch#10988 Survivor SBCERA ER PP18 Batch#10988 SBCERA EE Safety Tier1 PP18 Batch#10988 Survivor SBCERA Employ PP18 Batch#10988 SBCERA ER Contribution PP18 Batch#10988 SBCERA EE Tier 2 PP18 Batch#10988 SBCERA ER Cont. T2 Lim	09/29/2021 PR Batch 00002.08.2021 Surv PR Batch 00002.08.2021 SBC PR Batch 00002.08.2021 Surv PR Batch 00002.08.2021 SBC PR Batch 00002.08.2021 SBC PR Batch 00002.08.2021 SBC	23.66 11,949.25 23.66 101,204.86 16,372.18 6,979.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 11841:	136,552.61
11842	SWGAS	Southwest Gas Corporation	09/29/2021	
	011000	Moonridge FS Natural Gas Service		11.00
	011000B	Training Center #B Natural Gas Service		11.00
	011002	Boulder Bay FS Natural Gas Service		11.00
	011009	Training Center #C Natural Gas Service		11.00
	030557	FS285 Natural Gas Service		29.27
	034709	FS283 Natural Gas Service		41.92
	041738	FS282 Aux Bldg Natural Gas Service		37.70
	097394	FS281 Natural Gas Service		106.60
	129619	FS282 Natural Gas Service		153.94
			Total for Check Number 11842:	413.43
11843	MoreTad	Tad Morelock	09/29/2021	
	20210922C	Mutual Aid Travel Reimbursement (Monument)		710.08
			Total for Check Number 11843:	710.08
11844	VeriWire	Verizon Wireless	09/29/2021	
	9888281063	Phone Service		1,724.54
			Total for Check Number 11844:	1,724.54
11845	Waxie	Waxie Sanitary Supply	09/29/2021	
	20210901D	Restock Cleaning Supplies		497.68
			Total for Check Number 11845:	497.68
11846	FortWm	William Fortes	09/29/2021	
	1973-33	Uniform Tailor Services Reimbursement		30.00
			Total for Check Number 11846:	30.00
			Report Total (398 checks):	2,899,022.65

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**BIG BEAR FIRE AUTHORITY  
MINUTES FOR THE MEETING OF  
October 5, 2021**

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A Regular Meeting of the Big Bear Fire Authority was called to order by Chairman Putz at 5:00 p.m., Tuesday, October 5, 2021, Pursuant to Government Code Section 54953(e)(1)(A), relating to a proclaimed State of Emergency.

**OPEN SESSION**

Board Members Present

Chairman Randall Putz  
Vice Chairman John Green  
Director Perri Melnick  
Director Bynette Mote  
Director Karyn Oxandaboure  
Director John Russo  
Director Larry Walsh  
Director Al Ziegler

Board Members Excused:

Director Rick Herrick  
Director Alan Lee

Others Present:

Jeff Willis, Fire Chief  
Assistant Chief/Fire Marshal Mike Maltby  
Board Secretary Chardelle Smith  
Director of Business Services Kristin Mandolini  
Captain Norman Dykesten  
Engineer Andrew Crane  
Engineer Bill Schlosser  
Authority Counsel Joseph Sanchez

**OPEN SESSION**

**CLOSED SESSION PUBLIC COMMUNICATIONS:** (Any member of the public is entitled to speak on Closed Session Agenda items. If you wish to address any other items listed on the Agenda, you must do so during Open Session.)

**CLOSED SESSION**

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

**2. Conference with Labor Negotiators (Government Code §54957.6)  
Agency Designated Representative: Joseph Sanchez, Legal**

**Unrepresented Employee: Fire Chief**

At the hour of 4:32, p.m., Chairman Putz adjourned to Closed Session.

At the hour of 4:48, p.m., Chairman Putz Adjourned Closed Session.

At the hour of 5:00, p.m., Chairman Putz re-opened Regular Session

**OPEN SESSION**

**CALL TO ORDER**

Moment of Silence: Observed

Pledge of Allegiance: Led by Chairman Putz

**ROLL CALL**

**REPORT ON CLOSED SESSION**

No reportable action.

**ANNOUNCEMENTS & UPCOMING EVENTS**

The Fire Authority's Administrative Office will be closed:

- Thursday, November 11, 2021 in observance of Veterans Day and will re-open on Monday, November 15, 2021, at 8:00 a.m.
- Thursday, November 25, 2021 in observance of Thanksgiving and will re-open on Monday, November 29, 2021, at 8:00 a.m.

**PRESENTATIONS**

**1. Recognition for 5 Years of Service**

- Firefighter/Paramedic Elijah Covarrubio
- Firefighter/Paramedic Robert Stapp
- Firefighter/EMT Ross Winfield

Speaker: Chief Willis

## **2. Apparatus Spec Committee Update**

- On-Site Pre-Construction for Pierce Type 1 Structure Engine

Speaker: Norman Dykesten

## **3. Preparedness and Response to Wildfires**

Speaker: Chief Willis

## **DIRECTORS' GENERAL ANNOUNCEMENTS**

None

## **GENERAL PUBLIC COMMUNICATIONS**

None

## **CHIEF'S REPORT**

Speaker: Chief Willis

Chief Willis provided an update on the Ambulance Operator model. At this time, the Department has 12 Ambulance Operator employees. The Department has been awarded two separate grants allowing 19 new blue-tooth capable handheld radios to be purchased to replace the outdated radios in use today. Chief Willis stated FEMA has recently updated their parameters of Covid-19 eligible items to be reimbursed and Cal OES has assigned a representative for assistance during the reimbursement application process. Chief commented on the recent fraudulent charges that was discovered on October 19, 2020.

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

### **Discussion Ensued:**

It was asked if those involved in the fraudulent charges are operating across state lines, does that not become a federal offense?

Chief Willis answered

## **FINANCE OFFICER'S REPORT**

None

**FIRE AUTHORITY CONSENT CALENDAR**

- FA1. Approval of Demands – Check Issue Date 07/01/21 through 08/31/21 in the amount of \$2,507,408.20**
- FA2. Approval of Meeting Minutes from the August 3, 2021 Regular Meeting of the Big Bear Fire Authority.**
- FA3. Receive and File Big Bear Fire Department Monthly Activity Reports for July and August 2021.**
- FA4. Acknowledge Receipt of Annual Inspection Report for Certain Educational and Residential Structures**

Board consideration of adopting Resolution No. BBFA2021-005 acknowledging receipt of inspection report and designates October of each year as the designated time for the Board of Directors to receive the annual report for the prior year.

It was asked if code enforcement from the City of Big Bear Lake and San Bernardino County are handling the Air B&B etc. inspections, or does the department handle them?

Chief Maltby answered.

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

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

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

None

**PUBLIC HEARING**

None

**NEW BUSINESS**

**BIG BEAR FIRE AUTHORITY DISCUSSION ITEMS**

**FA5. Approval of Amendment No. 4 to Fire Chief Employment Agreement**

Board consideration to authorize the Chairman of the Board to execute, Amendment No. 4 to the Fire Chief Employment Agreement that extends the Fire Chief's contract through June 30, 2025.

Speaker: Chairman Putz

Chairman Putz read aloud the amendment that extends the existing provision of the current employment contract to June 30, 2025. The Fire Chief will receive a 9% salary increase retroactive to July 1, 2021. The base salary is increased to \$201,613.30, annually. Subsequent years of July 2022, and July 2023, the Fire Chief will receive additional 3% raise each year based on satisfactory performance. The Fire Chief may be intitled to a cost of living increase each year based solely on the Board discretion.

Chief Willis expressed his thanks and support from the Board. He corrected the fiscal impact to \$201,617.30.

On behalf of the Board and the community, Chairman Putz thanked Chief Willis for his continued service.

**Action:** Motion by Director Walsh; seconded by Vice Chairman Green, to approve staff recommendation to authorize the Chairman of the Board to execute Amendment No.4 to the Fire Chief's employment agreement.

Said motion was approved by the following vote:

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

**FA6. Tax And Revenue Anticipation Note from First Foundation Bank**

Board consideration of adopting Resolution No. BBFA2021-006 and authorizing to enter into agreement between the Authority and First Foundation Bank for borrowing of funds for fiscal year 2021-22.

Introduction: Chief Willis

Speaker: Ms. Mandolini

Chief Willis stated the purpose for this stemmed from the overtime through payroll due to Covid-19 cases within the department, which resulted in vacancy backfill at an overtime rate, as well as injuries within the department, and the impact from mutual aid due to a very busy fire season. This is to cover the cash flow until the property tax revenue and ambulance revenue are received.

Ms. Mandolini gave an overview of the loan. It will not exceed 2 million dollars, it has an interest rate of 2.85%, and the unused portion will be charged a quarter of a percent interest. The department utilized legal and municipal advisors during the planning process.

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

**Discussion Ensued:**

It was asked why the department was requesting such a large amount, knowing the full amount would not be used and having a fee attached for the unused amount. Also asked was how much the consultant's cost was. It was requested that during the next budget discussion, the target for increasing the reserve account be addressed.

Ms. Mandolini answered.

**Action:** Motion by Vice Chairman Green; seconded by Director Walsh, to approve staff recommendation authorizing Resolution No. BBFA2021-006 and to enter into an agreement between Authority and First Foundation Bank.

Said motion was approved by the following vote:

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

**FA7. Purchase of Pierce Arrow XT Mid Mount Tower from South Coast Fire Equipment**

Board consideration of approving purchase from South Coast Fire Equipment, approve staff to execute a purchase contract, draft up loan documents and contracts, and return the documents to the Board for approval at the December 7, 2021 Regular Board meeting.

Introduction: Chief Willis  
Speaker: Captain Dykesten

Chief stated this was presented to the Administrative Committee on Thursday, September 29. The Apparatus Spec Committee has been meeting since February to properly spec out the purchase of a new ladder truck. This purchase will give the department two ladder trucks total, the one in use now will be put into reserve.

Captain Dykesten, Engineer Schlosser, and Engineer Crane presented a power point presentation regarding the potential purchase of a new ladder truck from Sutphen, Ferrara, or Pierce.

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

**Discussion Ensued:**

Questions asked were at maximum reach, what is the maximum allowed pounds in the basket, is there a safety mechanism in place during fire personnel going up or down the ladder, is there a system available for a movable tether, and what is the process and cost to complete the outfitting of the truck and be placed in service.

Captain Dykesten answered.

Appreciation and thanks were given to the Apparatus Spec Committee for all their hard work.

Director Ziegler stepped away at 6:46 p.m., returned at 6:51 p.m.

Vice Chairman Green off line @ 7:20 p.m. back at 7:21 p.m.

**Action:** Motion by Director Walsh; seconded by Director Melnick, to approve staff recommendation to execute a purchase agreement for the Pierce Arrow XT Mid Mount Tower, draft up loan documents, and contracts.



Said motion was approved by the following vote:

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

**FA8. Potential Establishment of Standing Finance Committee**

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

Speaker: Chief Willis

Willis stated this is direction from the Board at the August 3 Regular Board meeting. This is regarding the cross over between operational vs financial discussion. He asked if the department should continue with the Administrative Committee to focus on all discussion of the department, form a Finance Committee to discuss financial issues only, or form an Ad-Hoc Committee to discuss specific tasks of finance?

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

**Discussion Ensued:**

Some Board members expressed a desire for a Finance Committee. With a Finance Committee, the budget and other items of purchase can be given more focus and looked at in more depth. It was suggested for scheduled quarterly meetings to discuss finance items.

The Board gave direction to staff for a pros and cons of having a Finance Committee separate from the Administrative Committee and bring that data to the December 7<sup>th</sup> Regular Board meeting for more discussion.

A vote was not taken as there was a request for more information.

**FA9. Discretionary Pass-Through Charges and Cost**

Board consideration to provide further direction to the Fire Chief regarding discretionary charges borne by the Authority.

Speaker: Chief Willis

Willis mentioned at the August Board meeting, it was discussed to move the Fire Authority Board meetings to Hofert Hall. He was asked to meet with the City Manager and request the City to absorb that cost. Willis stated to date he has not met with the City Manager because there are also costs from the Community Services District that the department is not asking to be absorbed.

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

**Discussion Ensued:**

It was mentioned the Fire Authority Board meetings were moved from Hofert Hall due to cost. A question was asked how much Hofert Hall is to facilitate an Authority Board meeting. It was suggested the cost and expenses to the department be looked at as hard cost vs soft cost and if the soft cost could be absorbed from that entity.

Staff were directed to continue with appropriating costs and allow the managers to continue discussion about hard vs soft cost.

**COMMITTEE REPORTS**

A Fire Authority Administrative Committee Meeting was held on September 30, 2021, via zoom, represented by, Director Herrick, Director Mote, and Director Ziegler.

**DIRECTORS' CLOSING COMMENTS**

Director Ziegler stated an Administrative Committee meeting was held recently, Vice Chairman Green was out of commission so Director Mote took over and did a fantastic job. He thanked Director Mote for stepping up and handling that. He made note that he won't be here the next few weeks due to a scheduled knee replacement.

Director Walsh stated he thought we moved our meeting place to save money and in the foul weather months, it makes it difficult to drive across town.

Vice Chairman Green apologized to the Administrative Committee for not being in attendance. He mentioned he just had surgery and thought he could make it.

Director Mote- Thanked AI and mentioned we missed you, John. She stated Director Herricks take away from the Administrative Committee meeting was to continue the request to allocate the funds rather than having general reserves.

Director Oxandaboure commented about holding the meetings at the City vs the Fire Station. This meeting would end at 10:30 if started at City Hall. The meetings are held earlier at the Fire Station.

Chairman Putz suggested we consider the meeting location discussion issue at a future point. Putz mentioned several Board members were at League of California City's Annual conference in Sacramento. There were two occasions he randomly came across people who shared experience with our fire organization personnel. One was with our County Fire Chief who complimented our organization and our Fire Chief. It was good confirmation of our organization. The other was at an event, the speaker shared how he and his family were in Big Bear this last winter and his wife had a snow playing accident. The gentleman went at length regarding the good care he received from our fire personnel for his wife, his children, and himself. He thanked all of Big Bear Fire for their good work.

### **ADJOURNMENT**

There being no further business to come before the Fire Authority at this session, Chairman Putz adjourned the meeting at 8:27 p.m.

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Chardelle Smith  
Board Secretary



## INTEROFFICE MEMO

### Big Bear Fire Authority

**DATE:** November 24, 2021

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

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

**PREPARED BY:** Chardelle Smith, Board Secretary *CS*

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

#### 1. SERVICE DELIVERY

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

1.2 Call Types by Month and Year-to-Date

		<b>Current Month</b>	<b>Calendar Year to Date</b>
1.2.1	Fire Calls, Hazardous Conditions, Service Calls	120	1,345
1.2.2	Rescue/Medical Calls	217	2,178
1.2.3	Medical Flight Missions	45	318
1.2.4	Training Class Summary (hours)	171.5	1,982
1.2.5	Plan Check/Fire Letter	15	109
1.2.6	Chipping Requests (2020 Suspended)	--	--
1.2.7	Trees Removed/Reimbursed thru Grant	6	21
1.2.8	Hazardous Tree Removal Notice to Proceed	1	17
1.2.9	1 <sup>st</sup> Abate Notice/Order	1	2
1.2.10	2 <sup>nd</sup> & Final Abate Notice/Order	0	3
1.2.11	Resolved Tree Abatement Issues	1	4
1.2.12	Hazard Abatement Notices Sent	1,943 (2021 1 <sup>st</sup> Notice)	1,943

## **2. COMMUNITY RELATIONS**

- 2.1 September 3 – Board Secretary Smith, with the help of Laura Dyberg, Mountain Rim Fire Safe Council, Patrice Duncan, President of Sugarloaf Property Owners Association, and Tawny Re, Bear Valley Electric, launched the website, Facebook, and Instagram page for Fire Safe Big Bear.
- 2.2 September 16 – Board Secretary Smith attended a Steering Committee update meeting via zoom with Laura Dyberg, Patrice Duncan, and Tawny Re to discuss future meetings with local community members.

## **3. OPERATIONS**

- 3.1 Chief Willis, Assistant Chief Maltby, and/or Senior Finance Officer Mandolini attended the following meetings during the reporting month:
  - Weekly Operational Readiness XBO Conference Call – September 2, 9, 16, 23
  - Bear Valley Electric Public Safety Power Shutoff (PSPS) Stakeholders meeting via zoom– September 7
  - CONFIRE Communications and Support Meeting – September 7
  - Lexipol Virtual Conference – September 8
  - 2021 San Bernardino County Operational Area (SBCOA) Annual Integrated Preparedness Plan Workshop – September 14
  - Mountain Mutual Aid Association (MMA) Executive Session – September 23
  - CONFIRE Tech Committee Meeting – September 28
  - CONFIRE JPA Admin Committee Meeting – September 28
  - FY 2020/2021 Year End Audit – September 13-16
  - Administrative Committee Meeting via Zoom – September 30
- 3.2 Battalion Chief Parham attended the following meetings/training during the reporting month.
  - EMS Officers Meeting – September 8
  - Continuous Quality Improvement Leadership Team (CQILT) meeting - September 14
- 3.3 Battalion Chief Wagner attended the following meetings/training during the reporting month:
  - Big Bear Superuser Training (Pre-Plan & Response) – September 9

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

- None

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

4.1 September 24 - Ambulance Operator/Paramedic written test was held to fill vacant positions within the department.

4.2 September 28 – Ambulance Operator/Paramedic skills test was held to fill vacant positions within the department.

4.3 September – The following ads were placed:

- “Ambulance Membership” KBHR
- “Let’s Get Something Clear” Grizzly (see attached)
- “Let’s Get Something Clear” Big Bear Now (see attached)
- “Remembering 9/11” Grizzly (see attached)

4.4 September – The following social media posts were placed:

- 9/8/2021 – “We Are Hiring! - Ambulance Operator/Paramedic”
- 9/11/2021 - “Never Forget, September 11<sup>th</sup>, 2001”
- 9/20/2021 – “No Wildfires Threatening Big Bear, Heavy Drift Smoke”
- 9/23/2021 – “No Wildfires Threatening Big Bear, Heavy Drift Smoke”
- 9/29/2021 - “Now Hiring-Human Resources Coordinator”

#### **5. PERSONNEL**

5.1 September 9, 15, 22 – The Apparatus Specification Committee met to discuss purchases of future fire apparatus.

5.2 September 30 - The Chief’s met with Labor Representatives regarding staffing requirements, via zoom.

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

6.1 September 1, 8, 15 – Board Secretary Smith attended DWP’s Water and Fire and Plants, Oh My! Webinars.

6.2 September 7 – Facilities and Systems Manager Dickerson attended a CONFIRE Communication and Support meeting, via zoom.

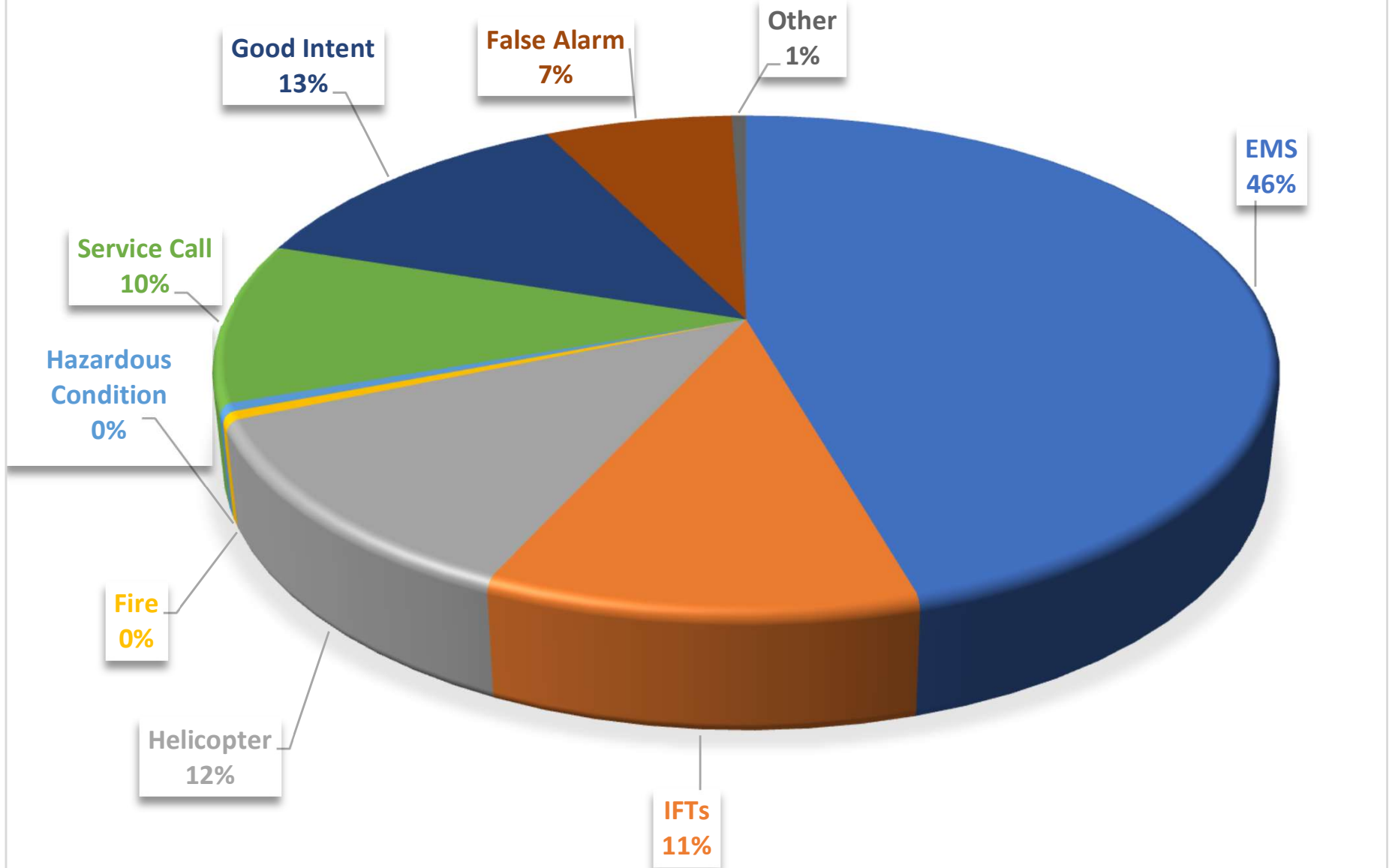
6.3 September 8 – Board Secretary Smith attended a High Desert PIO Coalition meeting, via zoom.

- 6.4 September 21 – Board Secretary Smith attended an Administrative Fire Service Section (AFSS) quarterly meeting, via zoom.
- 6.5 September 22 - Facilities and Systems Manager Dickerson attended a webinar “Plan your Cybersecurity roadmap with the Nationwide Cybersecurity Review (NCSR).
- 6.6 September 28 – Facilities and Systems Manager Dickerson attended an EI/MS-ISAC meeting for government agencies to discuss current and projected cyber security threats via WebEx.
- 6.7 September 27-30 – Assistant Chief Maltby attended a California Conference of Arson Investigators CCAI) Fire Investigation Seminar.

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

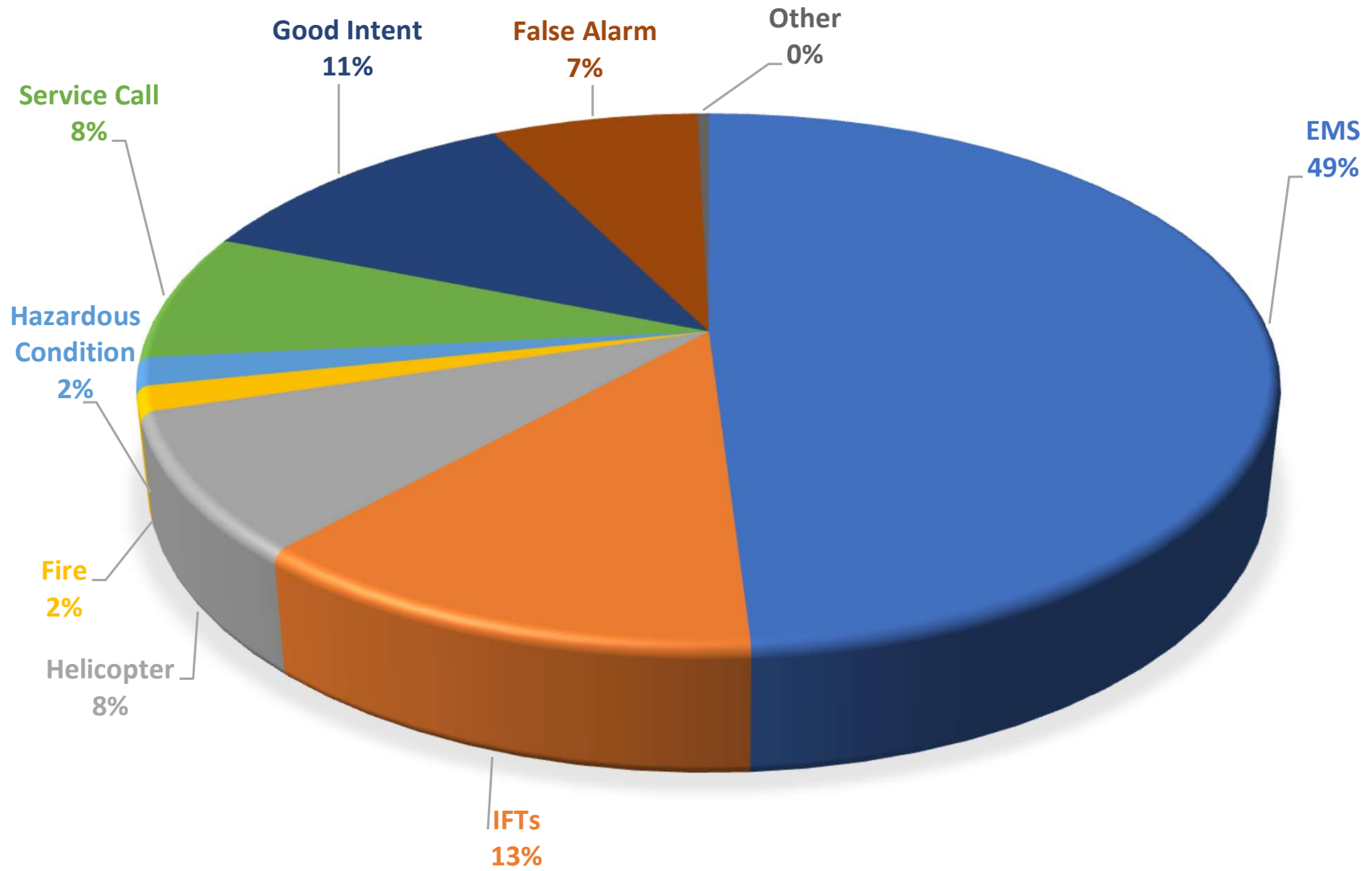
- 7.1 September 1-5 - Battalion Chief Parham was on overhead assignment for the Monument Fire in the Shasta-Trinity National Forest.
- 7.2 September 1-10 – Captain Lambert, Engineer Crane, and Firefighter/Paramedic Newkirk were assigned to the Dixie Fire in the Plumas National Forest.
- 7.3 September 1-13 – Firefighter/Paramedic Dmytriw was assigned as a Fire Line Medic for the Dixie Fire in the Plumas National Forest.
- 7.4 September 1-21 – Paid Call Battalion Chief Savage was on overhead assignment for the Caldor Fire in the El Dorado National Forest.
- 7.5 September 9-20 - Captain Fonda, Engineer Bidwell, and Firefighter/Paramedic Walthers were assigned to the Dixie Fire in the Plumas National Forest.
- 7.6 September 9-11 – Paid Call Division Chief Walker and Paid Call Division Chief Klar were on overhead assignment for 2021 ONC IMT Staging 3 in Sacramento.
- 7.7 September 11-24 – Paid Call Division Chief Walker and Paid Call Division Chief Klar were reassigned to the Windy Fire in the Sequoia National Forest.
- 7.8 September 2-24 – Chief Willis was on overhead assignment for the Windy Fire in the Sequoia National Forest.
- 7.9 September 13-30 – Paid Call Division Chief Smith was on overhead assignment for the Caldor Fire in the El Dorado National Forest.
- 7.10 September 16-23 – Paid Call Technical Specialist Hutchinson was on overhead assignment for the Caldor Fire in the El Dorado National Forest.

## SEPTEMBER 2021 INCIDENTS BY TYPE





## 2021 YTD TOTAL INCIDENTS BY TYPE



# Incident Type Report

09/01/2021 - 09/30/2021

1 Fire	Count	Est. Prop. Loss	Est. Content Loss	Total Est. Loss	%
111 - Building fire	1	0		0	
154 - Dumpster or other outside trash receptacle fire	1	0	0	0	
<b>Incident Count</b>	<b>2</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>

3 Rescue & Emergency Medical Service Incident	Count
320 - Emergency medical service, other	2
321 - EMS call, excluding vehicle accident with injury	157
322 - Motor vehicle accident with injuries	8
324 - Motor vehicle accident with no injuries.	6
381 - Rescue or EMS standby	1
Interfacility Transfers	43
<b>Incident Count</b>	<b>217</b>

4 Hazardous Condition	Count
412 - Gas leak (natural gas or LPG)	2
<b>Incident Count</b>	<b>2</b>

7 False Alarm & False Call	Count
700 - False alarm or false call, other	5
730 - System malfunction, other	4
731 - Sprinkler activation due to malfunction	1
733 - Smoke detector activation due to malfunction	3
735 - Alarm system sounded due to malfunction	1
736 - CO detector activation due to malfunction	1
740 - Unintentional transmission of alarm, other	1

5 Service Call	Count
500 - Service call, other	2
520 - Water problem, other	1
522 - Water or steam leak	1
531 - Smoke or odor removal	1
541 - Animal problem	1
550 - Public service assistance, other	9
551 - Assist police or other governmental agency	1
552 - Police matter	1
553 - Public service	8
554 - Assist invalid	5
561 - Unauthorized burning	9
571 - Cover assignment, standby, moveup	1
<b>Incident Count</b>	<b>40</b>

6 Good Intent Call	Count
600 - Good intent call, other	2
611 - Dispatched and cancelled en route	18
611A - Alarm: Dispatched & Cancelled Enroute	3
611E - EMS: Dispatched & Cancelled Enroute	16
611T - T/C: Dispatched & Cancelled Enroute	2

# Incident Type Report

09/01/2021 - 09/30/2021

<b>7 False Alarm &amp; False Call Continued</b>	<b>Count</b>
743 - Smoke detector activation, no fire - unintentional	4
744 - Detector activation, no fire - unintentional	3
745 - Alarm system activation, no fire - unintentional	3
<b>Incident Count</b>	<b>26</b>

<b>Total Incident Count</b>	<b>337</b>
-----------------------------	------------

<b>6 Good Intent Call Continued</b>	<b>Count</b>
622 - No incident found on arrival at dispatch address	7
<b>Incident Count</b>	<b>48</b>

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

# Training Summary Report 09/01/2021 - 09/30/2021

COMPANY TRAINING DOCUMENTATION	HOURS
Emergency Ops, Aerial Ladder, Emergency Ops, Fire Pump, Fire Suppression, Forcible Entry, Hose, Ladders, Physical Fitness, Pre/Post Incident,	3
Aerial Ladder, Fire Suppression	12
Emergency Ops, Fire Suppression, Forcible Entry	7.5
Physical Fitness, Preventative Maintenance	10.5
<b>TOTAL COMPANY TRAINING DOCUMENTATION HOURS</b>	<b>33</b>

MISCELLANEOUS	HOURS
Aerosol Transmissible Diseases	1
ARV Training (Polaris)	1
Drug-Free Workplace	0.5
Electrical Safety	34
General HIPAA Awareness	1
Lock-Out / Tag-Out	10
NFPA 1500 Bloodborne Pathogens Safety	13
NFPA 1500 Hazard Communication	32
Polaris Ranger Video	1
<b>TOTAL MISCELLANEOUS HOURS</b>	<b>93.5</b>

<b>TOTAL TRAINING HOURS</b>	<b>171.5</b>
-----------------------------	--------------

EMS	HOURS
EMS Abdominal Trauma Advanced	2
EMS Abdominal Trauma Basic	1
EMS Advanced Airways: Intubation and Beyond (2 hours)	4
EMS Airway Management Advanced (2 hours)	2
EMS Airway Management Basic	1
EMS Aquatic Emergencies	2
EMS Assessing the Patient with Major Trauma	4
EMS Bomb Blast Injuries Advanced	1
EMS Capnography	1
EMS Carbon Monoxide Poisoning	1
EMS Cardiac Emergencies Advanced	1
EMS Cardiac Emergencies Basic	1
EMS Cardiovascular Anatomy & Physiology Review	1
EMS CNS Injuries Basic	1
EMS Date Rape Drugs	2
EMS Diet & Nutrition	1
EMS Fundamentals of 12 Lead ECG Operation and Interpretation	1
EMS Gunshot Wounds	2
EMS Musculoskeletal Injuries Basic	1
EMS Obstetrical Emergencies Advanced (2 hour)	2
EMS Pediatric Shock Advanced (2 hours)	2
EMS Prehospital Pulmonary Embolism Care	1
EMS Rapid Secondary Assessment	1
EMS Respiratory Emergencies Basic	1
EMS Training Documentation	7
EMS Traumatic Injury During Pregnancy	1
<b>TOTAL EMS HOURS</b>	<b>45</b>

# Earth, Fire & Water

## Be prepared for any disaster season

By Judl Bowers  
jbowers.grizzly@gmail.com

Big Bear Valley has been lucky. If one wants to call it that, when it comes to the need for evacuation during a disaster. But that doesn't mean the Valley has been void of emergency situations nor does it mean that preparing for a disaster is something to put off.

California is experiencing one of the worst fire seasons on record this year, following the worst one in 2020. Southern California hasn't seen the arrival of any major wildfires as yet, nor have Santa Ana winds arrived. The winds coupled with hot, dry weather are a recipe for disaster if a fire ignites. While fire is on most people's minds at this time of year, disaster preparation is for more than fire season. Earthquakes, floods and winter blizzards are all possible in Big Bear Valley. Creating an emergency kit can span whatever season a disaster hits.

Basics are first, according to FEMA:

- Water (1 gallon per person per day for several days, for drinking and sanitation)
- Food (at least a three-day supply of nonperishable food)
- Battery-powered or hand crank radio and a NOAA Weather Radio with tone alert

- Flashlight with extra batteries
- First aid kit
- Extra batteries for flashlight and other items
- Whistle (to signal for help)
- Dust mask (to help filter contaminated air)
- Plastic sheeting and duct tape (to shelter in place)
- Moist towelettes, garbage bags and plastic ties (for personal sanitation)
- Wrench or pliers (to turn off utilities)
- Manual can opener (for food)
- Local maps
- Cell phone with chargers and a backup battery.

In Big Bear Valley, where inclement weather is possible during the winter months, your basic kit should also include coats, blankets, hats, gloves, snow shovel, cat litter (for traction) and tire chains or traction devices.

The Centers for Disease Control and Prevention also suggests including masks, soap, hand sanitizer and disinfecting wipes to help prevent the spread of COVID-19, which can still be contracted during an emergency. Masks should be included for all persons age 2 and older.

See PREPARE Page 7



Grizzly file Photo

Last year's El Dorado Fire called for evacuation of communities near Big Bear Valley including Angelus Oaks and Forest Falls. Big Bear was on watch, but the fire was stopped before advancing toward Big Bear. Preparation in case of evacuation is key.

Let's get something **CLEAR**

Firefighters seem larger than life, but give them a chance...

**BIG BEAR FIRE DEPT**  
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Create defensible space around your place!

www.BigBearFire.org

**BEAR VALLEY** TREE-TRIMMING PROGRAM  
ELECTRIC SERVICE, INC.

Bear Valley Electric Service, Inc.'s 3-year Tree Trimming Program is designed to enhance public safety, prevent fires and improve electric grid reliability.

<p><b>PUBLIC SAFETY</b> Prevents injury to people climbing or working in trees near power lines.</p>	<p><b>FIRE PREVENTION</b> Trees that encroach on high voltage power lines can ignite fires.</p>
<p><b>REDUCE OUTAGES</b> Trees are one of the most common causes of power outages in California.</p>	<p>Also, it's the law! State law requires BVES, Inc. to maintain a set clearance between bare electric power lines and all vegetation.</p>

For information, please visit the Tree Trimming page on our website [www.bvesinc.com](http://www.bvesinc.com) or call (800) 808-2837.

# Let's Get Something **CLEAR**

Firefighters seem larger than life, but give them a chance...

*Create defensible  
space around  
your place!*

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# Grizzly covers 9/11 ceremonies

continued from Page 9

Bear Grizzly remembered with its front page story, "We will never forget."

Another story by Judi Bowers, "One lucky mother's memories," told the story of Joyce and Paul Ortuno, who waited on that fateful day for word from their son, Ryan, who worked in the Twin Towers. It was hours before they learned that Ryan, who was in his office when the plane hit, defied security guards orders to head for the basement. Instead, he and others went outside. It was hours later he was able to talk to the family back in Big Bear to tell them he was safe.

In 2011 there was a tribute at Fawn Park in Fawnskin hosted by Marty Ingels and Shirley Jones. The story, "Sept. 11 tribute at Fawn Park" told the story about how Ingels created a memorial park in Fawnskin and had obtained a piece of the World Trade Center for the site. The memorial was unveiled during the 10th anniversary ceremony.

### Sept. 7, 2016

The 15th anniversary of the 9/11 attacks was featured on page one of the Sept. 7, 2016, issue of the Grizzly, with photos from the 9/11 Museum in New York City with the main story "Big Bear remembers." By 2016, the Big Bear 9/11 ceremony moved from the middle school to the high school. The ceremony took place at 6:30 a.m. on Sept. 9 in 2016. Special guest was Los Angeles County firefighter Randy



Solemn faces in the crowd during the 2016 9/11 ceremony on the quad at Big Bear High School.

Walton, whose daughter attended Big Bear High School. Walton was at Ground Zero working as a liaison following the attacks on the World Trade Center.

### Sept. 4, 2019

The Big Bear Grizzly front page story, "Big Bear will always remember" was the last official memorial ceremony at Big Bear High School. Students commemorated the tragedy on the 18th anniversary of the attack with guest speakers including Laura Landaker of the Seven Stars Foundation. Landaker's son, 1st Lt. Jared Landaker, was killed along with his helicopter crew when they were shot down in Iraq on Feb. 7, 2007.

### Sept. 11, 2020

While there was no official 9/11



KATHY PORTIE/Big Bear Grizzly

### Big Bear firefighter lower the flag to half staff during a flag pole dedication Sept. 11, 2020, at Big Bear High School.

ceremony in Big Bear Valley because of the COVID-19 pandemic, Big Bear firefighters and sheriff's deputies gathered at Big Bear High School on Sept. 11, to dedicate a new flag pole in the Big Bear High School quad.

The Big Bear Grizzly web story by Kathy Portie, "Big Bear fire, sheriff's department dedicate new flag pole," covered the dedication ceremony at the high school.

A few teachers and staff members stood in the quad watching the proceedings. They stood quietly, their

faces covered.

Retired teacher Sue Reynolds, who helped students organize all of the middle school and later the high school 9/11 ceremonies, spoke briefly, thanking the firefighters and deputies for their service.

A plaque was placed at the foot of the flag pole to honor the fallen. It reads "Dedicated to the Men and Women that Lost Their Lives on 9/11/2001. Flag pole donated by Big Bear Firefighters and Big Bear Sheriffs. Never Forget."





# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA5

**MEETING DATE:** December 7, 2021

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

**FROM:** Kristin Mandolini, Director of Business Services *KM*

**SUBJECT:** **FY 2020-21 AUDIT REPORTS FOR BIG BEAR FIRE  
AUTHORITY**

---

## **BACKGROUND**

Auditing firm Lance, Soll & Lunghard, LLP was engaged to complete the 2020-21 Financial audit for Big Bear Fire Authority. Interim audit work and testing were completed in May and field work and testing were completed in September. The finalized audit was completed on October 27, 2021 and is included in the December 7, 2021 board packet for review.

## **DISCUSSION**

No deficiencies or material weaknesses were identified in the Financial Statements or practices.

## **RECOMMENDATION**

Staff recommends the Board receive and file the Lance, Soll & Lunghard, LLP, FY 2020-21, Big Bear Fire Authority Audit reports.

ATTACHMENT A: FY 2020-21 Fire Authority Audited Financials





October 27, 2021

To the Board of Directors  
Big Bear Fire Authority  
Big Bear Lake, California

We have audited the financial statements of the governmental activities and each major fund of Big Bear Fire Authority (the Authority) for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 20, 2021. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Findings and Other Issues**

#### ***Qualitative Aspects of Significant Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in the notes to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during fiscal year 2020-2021. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

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

Management's estimates of its net pension liabilities and net other post-employment benefits liability are based on actuarial valuation specialists' assumptions. We evaluated the key factors and assumptions used to develop the net pension liabilities and net other post-employment benefits liability to determine that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The financial statement disclosures are neutral, consistent, and clear.

#### ***Significant Unusual Transactions***

Management is responsible for the policies and practices used to account for significant unusual transactions. No significant unusual transactions have occurred during fiscal year 2020-2021.

#### ***Difficulties Encountered in Performing the Audit***

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



To the Board of Directors  
Big Bear Fire Authority  
Big Bear Lake, California

### ***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No misstatements were found.

### ***Disagreements with Management***

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

### ***Circumstances that Affect the Form and Content of the Auditors' Report***

New auditing standards were implemented in fiscal year 2020-2021 related to Statement of Auditing Standards 134, Auditor Reporting and Amendments, Including Amendments Addressing Disclosures in the Audit of Financial Statements. This standard updated the form and content of the financial statement auditor's report. The purpose of the change was to present an easier format for users to understand the results of the audit and management's responsibilities.

### ***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated October 27, 2021.

### ***Management Consultations with Other Independent Accountants***

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

### ***Other Audit Findings or Issues Discussed with Management***

We generally discuss a variety of matters, including the significant events or transactions that occurred during the year, business conditions affecting the Authority's and business plans and strategies that may affect the risks of material misstatements, the application of accounting principles and auditing standards, with management each year prior to retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### **Other Matters**

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



To the Board of Directors  
Big Bear Fire Authority  
Big Bear Lake, California

We were engaged to report on the budgetary comparison schedule for the capital projects fund, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

The following new Governmental Accounting Standards Board (GASB) pronouncements were effective for fiscal year 2020-2021 audit:

GASB Statement No. 84, *Fiduciary Activities*.

GASB Statement No. 90, *Majority Equity Interests - an Amendment of GASB Statement Nos. 14 and 61*.

The following GASB pronouncements are effective in the following fiscal years' audits and should be reviewed for proper implementation by management:

Fiscal year 2022

GASB Statement No. 87, *Leases*.

GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*.

Fiscal year 2023

GASB Statement No. 91, *Conduit Debt Obligations*.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangement*.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

**Restriction on Use**

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

Very truly yours,

A handwritten signature in cursive script that reads "Lance, Soll &amp; Lughard, LLP".

Brea, California



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

To the Board of Directors  
Big Bear Fire Authority  
Big Bear Lake, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Big Bear Fire Authority (the Authority), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated October 27, 2021.

### **Internal Control over Financial Reporting**

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

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

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

### **Compliance and Other Matters**

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





To the Board of Directors  
Big Bear Fire Authority  
Big Bear Lake, California

**Purpose of this Report**

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

*Lance, Solt & Lughard, LLP*

Brea, California  
October 27, 2021



**BIG BEAR FIRE AUTHORITY**  
JUNE 30, 2021

FINANCIAL STATEMENTS

Focused  
on YOU



BIG BEAR FIRE AUTHORITY  
BIG BEAR LAKE, CALIFORNIA  
FINANCIAL STATEMENTS  
JUNE 30, 2021

PREPARED BY:  
FINANCE DEPARTMENT

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BIG BEAR FIRE AUTHORITY  
 BIG BEAR LAKE, CALIFORNIA  
 FINANCIAL STATEMENTS  
 JUNE 30, 2021  
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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Big Bear Fire Authority  
Big Bear Lake, California

### **Report on the Financial Statements**

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Big Bear Fire Authority, (the Authority) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority as of June 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the date of the financial statements.



To the Board of Directors  
Big Bear Fire Authority  
Big Bear Lake, California

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with the GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Other Reporting Responsibilities***

#### ***Required Supplementary Information***

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



To the Board of Directors  
Big Bear Fire Authority  
Big Bear Lake, California

*Supplementary Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The budgetary comparison schedule for the capital project fund (supplementary information) is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects in relation to the basic financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 27, 2021, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

*Lance, Solt & Loughard, LLP*

Brea, California  
October 27, 2021

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**BIG BEAR FIRE AUTHORITY**  
Management's Discussion and Analysis  
June 30, 2021

As management of the Big Bear Fire Authority (the Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal year ended June 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our notes to the financial statements.

**Financial Highlights**

The Authority was formed in July 2012 and operates pursuant to the California Joint Exercise of Powers Act and the Fire Protection District Law of 1987. The Authority is a separate and legal entity which exercised joint authority over the participating fire agencies. The participating agencies are the Big Bear Lake Fire Protection District and the Big Bear Community Services District. The governing board is a ten-member board comprised of equal members from each of the partner agencies.

The Authority's financial highlights for the year ended June 30, 2021, are as follows:

- The Authority's primary source of revenue is from property taxes passed through from the Big Bear Lake Fire Protection District and the Big Bear City Community Services District, as well as from air operations, ambulance services, and mutual aid reimbursements. All revenues are generated from governmental activities. Total revenue was \$16,157,523, an increase of \$1,105,123 over the prior year.
- The Authority's change in net position was a decrease of \$4,701,443.
- The Authority's cost of governmental activities was \$15,560,894, an increase of \$687,021 over the prior year.

**Overview of the Financial Statements**

The annual financial report consists of three primary parts:

- Government-wide Financial Statements
- Fund Financial Statement
- Notes to the Financial Statements

**Government-wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business.

The statement of net position presents information on the Authority's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as an indicator of the financial health of the Authority.

The statement of activities presents information showing how the government's net position changed during the fiscal year. It also separates revenue by governmental program.

## **Fund Financial Statements**

Fund Financial Statements provide detailed information about the funds of the Authority. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Authority, like other local government, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

## **Notes to the Financial Statements**

Notes to Financial Statements are presented following the Fund Financial Statements to provide additional information that is essential to a full understanding of the financial statements including significant accounting policies, cash and investments, inter-fund transactions, liabilities, and other disclosures.

## **Financial Analysis of the Authority's General Fund Financial Statements**

Our analysis focuses on the Balance sheet and changes in Fund balance of the Authority's governmental activities within the General Fund. The difference between the Authority's assets and liabilities represents the Authority's General Fund net position. Table 1 shows the assets and liabilities resulting in the Authority's net position. Table 2 shows the revenues and expenses resulting in the change in net position.



**Table 1**  
**Statement of Net Position**

	<u>2021</u>	<u>2020</u>
<b>ASSETS:</b>		
Cash and Investments	\$3,242,147	\$5,317,951
Accounts Receivable	2,737,023	2,345,196
Accrued Interest Receivable	2,608	-
Due from other governments	189,458	45,252
Prepaid costs	23,532	18,353
Capital assets not being depreciated	406,376	248,916
Capital assets, net of depreciation	<u>1,618,756</u>	<u>954,591</u>
<b>Total Assets</b>	<b><u>8,219,900</u></b>	<b><u>8,930,259</u></b>
<b>DEFERRED OUTFLOW OF RESOURCES:</b>		
Deferred outflows related to pensions/OPEB	<u>21,197,119</u>	<u>19,245,802</u>
<b>Total Deferred Outflow of Resources</b>	<b><u>21,197,119</u></b>	<b><u>19,245,802</u></b>
<b>LIABILITIES:</b>		
Accounts payable and accrued expenses	362,190	506,228
Accrued liabilities	423,134	345,215
Accrued Interest	-	78,723
Unearned revenue	38,212	51,202
Compensated absences, due in one year	489,769	436,158
Capital leases, due in one year	21,299	20,629
Loans payable, due in one year	109,293	132,701
Noncurrent liabilities		
Compensated absences, due in more than one year	734,653	654,237
Capital leases, due in more than one year	-	21,299
Loans payable, due in more than one year	1,225,280	1,364,368
Net OPEB liability	3,219,758	3,913,298
Net pension liability	<u>29,770,712</u>	<u>26,644,697</u>
<b>Total Liabilities</b>	<b><u>36,394,300</u></b>	<b><u>34,169,055</u></b>
<b>DEFERRED INFLOWS OF RESOURCES:</b>		
Deferred inflows related to pensions	4,937,310	2,162,728
Deferred inflows related to OPEB	<u>942,574</u>	<u>-</u>
<b>Total Deferred Inflows of Resources</b>	<b><u>5,879,884</u></b>	<b><u>2,162,728</u></b>
<b>NET POSITION:</b>		
Net investment in capital assets	2,003,833	1,161,579
Unrestricted	<u>(14,860,998)</u>	<u>(9,317,301)</u>
<b>Total Net Position</b>	<b><u>\$(12,857,165)</u></b>	<b><u>\$(8,155,722)</u></b>

**BALANCE SHEET (Table 1)**

- There was a \$4,701,443 decrease in net position due to increased pension costs associated with the Authority's actuarially determined proportionate share of SBCERA's pension liability being increased this year.

**Table 2**  
**Change in Net Position**

	<b>2021</b>	<b>2020</b>
<b>Revenues:</b>		
Program Revenues	\$ 5,298,072	\$ 4,026,944
General Revenues		
Property Taxes	10,784,098	10,885,314
Investment Income	75,353	140,142
<b>Total Revenues</b>	<b>16,157,523</b>	<b>15,052,400</b>
<b>Expenditures:</b>		
Public safety	20,765,541	18,799,911
Interest and fiscal charges	93,425	100,906
<b>Total Expenditures</b>	<b>20,858,966</b>	<b>18,900,817</b>
Special Item (Note 13)	-	74,181
Net Change in Net Position	(4,701,443)	(3,774,236)
Net Position, Beginning of Year	(8,155,722)	(5,367,616)
Restatement	-	986,130
<b>Net Position at end of Year</b>	<b>\$ 12,857,165</b>	<b>\$ (8,155,722)</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ (4,701,443)</b>	<b>\$ (2,788,106)</b>

**CHANGE IN NET POSITION (Table 2)**

- Total revenues were \$16,157,523 or \$1,105,123 more than the prior year, primarily due to an unusually active fire season which resulted in increased mutual aid reimbursement revenue.
- Total expenses were \$20,858,966 or \$1,958,149 more than the prior year as a result of increased pension costs associated with the Authority's actuarially determined proportionate share of SBCERA's pension liability being increased this year.
- Net Position at end of year was \$(12,857,165) a decrease of \$4,701,433.

## Debt Administration

At the end of the current fiscal year, the Authority had total debt outstanding of \$2,580,294. During the fiscal year, the District's debt obligation decreased \$49,098 due to debt service payments made on the Authority's capital lease and loan obligations.

### Long Term Debt As of June 30, 2021

	<u>2021</u>	<u>2020</u>
<b>Compensated Absences</b>	\$1,224,422	\$1,090,395
<b>Capital Lease</b>	21,299	41,928
<b>Loans Payable</b>	<u>1,334,573</u>	<u>1,497,069</u>
	\$2,580,294	\$2,629,392

## Pension-Related Items and Net Pension Liability

### Deferred Outflows and Inflows:

The pension related items include deferred outflows and inflows in the amount of \$21,197,119 and \$4,937,310 respectively. The portion of deferred outflows related to contributions made by the Authority subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. The contributions made subsequent to the measurement date are \$3,066,079. The remaining deferred outflows and inflows resulting from changes in proportion and differences between employer contributions and proportionate share contributions, changes in actuarial assumptions, differences in projected and actual pension plan investments, and differences between expected and actual experience in total pension liability will be amortized and recognized as pension expense in the year ended June 30, 2022 and thereafter as shown in Note 9 to the financial statements.

### Net Pension Liability:

The aggregate net pension liability represents total pension liability (the present value of projected benefit payments to be provided through the plan to current active and inactive employees that is attributed to those employees' years of service) less the amount of the pension plan's fiduciary net position. The Authority's net pension liability as of June 30, 2021 is reported as \$29,770,712 for its proportionate shares of the SBCERA net pension liability and the Big Bear City Community Services District's net pension liability administered by CalPERS.

### Net OPEB Liability:

The aggregate net OPEB liability represents total OPEB liability (the present value of projected health benefit payments to be provided through the plan current retirees that is attributed to those employees' years of service) less the amount of the OPEB plan's fiduciary net position. The Authority's net OPEB liability as of June 30, 2021 is reported as \$3,219,758 for its proportionate share of the Big Bear City Community Services District's net OPEB liability.

## Capital Asset Activity

As of June 30, 2021, the Authority had \$2,025,132 capital assets as shown in the table below. This amount represents an increase in capital assets in the amount of \$821,625 as a primary result of vehicle purchases during the year.

### Capital Assets (net of depreciation) Governmental Activities As of June 30, 2021

Land	\$248,916
Deposits	\$157,460
Buildings	\$164,088
Large Utility	\$958,753
Equipment	<u>\$495,915</u>
Total	\$2,025,132

## Considerations, Plans and Projections for Next Fiscal Year

The revenue projections provided for in fiscal Year 2021-2022 are based on projected property tax pass-through revenues as well as ambulance, air operations and mutual aid revenues from which the projected expenditures for the Authority will be funded.

## Contacting the Authority's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Authority's finances and to show the Authority's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Finance Department, at the Big Bear Fire Authority, PO Box 2830, Big Bear Lake, California 92315, (909) 866-7566.

**BIG BEAR FIRE AUTHORITY****STATEMENT OF NET POSITION  
JUNE 30, 2021**

	<b>Governmental Activities</b>
<b>Assets:</b>	
Cash and investments	\$ 3,242,147
Accounts receivable	2,737,023
Accrued interest receivable	2,608
Due from other governments	189,458
Prepaid costs	23,532
Capital assets not being depreciated	406,376
Capital assets, net of depreciation	1,618,756
<b>Total Assets</b>	<b>8,219,900</b>
<b>Deferred Outflows of Resources:</b>	
Deferred pension-related items	21,197,119
<b>Total Deferred Outflows of Resources</b>	<b>21,197,119</b>
<b>Liabilities:</b>	
Accounts payable	362,190
Accrued liabilities	423,134
Unearned revenue	38,212
Compensated absences, due in one year	489,769
Capital leases, due in one year	21,299
Loans payable, due in one year	109,293
Noncurrent liabilities:	
Compensated absences	734,653
Loans payable	1,225,280
Net pension liability	29,770,712
Net other post-employment benefits liability	3,219,758
<b>Total Liabilities</b>	<b>36,394,300</b>
<b>Deferred Inflows of Resources:</b>	
Deferred pension-related items	4,937,310
Deferred other post-employment benefit-related items	942,574
<b>Total Deferred Inflows of Resources</b>	<b>5,879,884</b>
<b>Net Position:</b>	
Net investment in capital assets	2,003,833
Unrestricted	(14,860,998)
<b>Total Net Position</b>	<b>\$ (12,857,165)</b>

The notes to financial statements are an integral part of this statement.

**BIG BEAR FIRE AUTHORITY**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2021**

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	<b>Governmental Activities</b>
<b>Expenses:</b>	
Public safety	\$ 20,765,541
Interest on long-term debt	93,425
<b>Total Program Expenses</b>	<b>20,858,966</b>
<b>Program Revenues:</b>	
Public safety:	
Charges for services	3,611,589
Operating grants and contributions	1,686,483
<b>Total Program Revenues</b>	<b>5,298,072</b>
Net Program (Expenses) Revenues	(15,560,894)
<b>General Revenues:</b>	
Property taxes	10,784,098
Use of money and property	70,667
Miscellaneous Income	4,686
<b>Total General Revenues</b>	<b>10,859,451</b>
Change in Net Position	(4,701,443)
Net Position at the Beginning of the Year	(8,155,722)
<b>Net Position at the End of the Year</b>	<b>\$ (12,857,165)</b>

The notes to financial statements are an integral part of this statement.

**BIG BEAR FIRE AUTHORITY**

**BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2021**

	General	Special Revenue Fund Grants Fund	Capital Projects Fund Capital Projects	Total Governmental Funds
<b>Assets:</b>				
Cash and investments	\$ 3,125,638	\$ 36,437	\$ 80,072	\$ 3,242,147
Accounts receivable	2,737,023	-	-	2,737,023
Interest receivable	2,608	-	-	2,608
Due from other governments	186,208	3,250	-	189,458
Prepaid costs	23,532	-	-	23,532
<b>Total Assets</b>	<b>\$ 6,075,009</b>	<b>\$ 39,687</b>	<b>\$ 80,072</b>	<b>\$ 6,194,768</b>
<b>Liabilities and Fund Balance:</b>				
Liabilities:				
Accounts payable	\$ 280,643	\$ 1,475	\$ 80,072	\$ 362,190
Accrued liabilities	423,134	-	-	423,134
Unearned revenues	-	38,212	-	38,212
<b>Total Liabilities</b>	<b>703,777</b>	<b>39,687</b>	<b>80,072</b>	<b>823,536</b>
Fund Balance:				
Nonspendable - prepaid costs	23,532	-	-	23,532
Unassigned	5,347,700	-	-	5,347,700
<b>Total Fund Balance</b>	<b>5,371,232</b>	<b>-</b>	<b>-</b>	<b>5,371,232</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 6,075,009</b>	<b>\$ 39,687</b>	<b>\$ 80,072</b>	<b>\$ 6,194,768</b>

The notes to financial statements are an integral part of this statement.

**BIG BEAR FIRE AUTHORITY**

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
JUNE 30, 2021**

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - governmental funds		\$ 5,371,232
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Capital assets	\$ 2,391,039	
Accumulated depreciation	<u>(365,907)</u>	2,025,132
Long-term liabilities, as described below, are not due and payable in the current period, and therefore, are not reported in the funds.		
Ambulance capital lease	(21,299)	
CSD Side Fund loan	(400,966)	
SBCERA loan	(933,607)	
Compensated absences	<u>(1,224,422)</u>	(2,580,294)
Governmental funds report all pension contributions as expenditures; however, in the statement of net position, the excess of the total pension liability over the plan fiduciary net position is reported as a net pension liability.		(29,770,712)
Governmental funds report all other post-employment benefits (OPEB) contributions as expenditures; however, in the statement of net position, the excess of the total OPEB liability over the plan fiduciary net position is reported as a net OPEB liability.		(3,219,758)
Pension-related deferred outflows of resources that have not been included as financial uses in the governmental activity are as follows:		
Contributions made after the actuarial measurement date	3,066,079	
Changes in assumptions	2,846,134	
Difference between expected and actual experiences	722,502	
Net difference between projected and actual earnings on plan investments	5,245,798	
Adjustments due to differences in proportions	67,973	
Difference in proportionate share	<u>9,248,633</u>	21,197,119
Pension-related deferred inflows of resources that have not been included as financial resources in the governmental fund activity are as follows:		
Changes in assumptions	(3,573,419)	
Difference between expected and actual experiences	(230,517)	
Adjustments due to differences in proportions	(689,371)	
Difference in proportionate share	<u>(444,003)</u>	(4,937,310)
OPEB-related deferred inflows of resources that have not been included as financial resources in the governmental fund activity are as follows:		
Changes in assumptions	(252,763)	
Difference between expected and actual experiences	(503,358)	
Net difference between projected and actual earnings on plan investments	<u>(186,453)</u>	(942,574)
<b>Net Position of Governmental Activities</b>		<b><u>\$ (12,857,165)</u></b>



**BIG BEAR FIRE AUTHORITY**

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GOVERNMENTAL FUNDS  
FOR THE YEAR ENDED JUNE 30, 2021**

	<u>General</u>	<u>Special Revenue Fund</u>	<u>Capital Projects Fund</u>	<u>Total Governmental Funds</u>
		<u>Grants Fund</u>	<u>Capital Projects</u>	
<b>Revenues:</b>				
Taxes	\$ 10,784,098	\$ -	\$ -	\$ 10,784,098
Intergovernmental	-	311,601	-	311,601
Charges for services	2,142,818	-	-	2,142,818
Use of money and property	70,667	-	-	70,667
Contributions	1,387,008	-	-	1,387,008
Miscellaneous	1,461,331	-	-	1,461,331
<b>Total Revenues</b>	<b>15,845,922</b>	<b>311,601</b>	<b>-</b>	<b>16,157,523</b>
<b>Expenditures:</b>				
Current:				
Public safety	15,971,886	350,986	-	16,322,872
Capital outlay	-	-	931,953	931,953
Debt service:				
Principal retirement	183,125	-	-	183,125
Interest and fiscal charges	172,148	-	-	172,148
<b>Total Expenditures</b>	<b>16,327,159</b>	<b>350,986</b>	<b>931,953</b>	<b>17,610,098</b>
Excess (Deficiency) of Revenues over (under) Expenditures	(481,237)	(39,385)	(931,953)	(1,452,575)
<b>Other Financing Sources (Uses):</b>				
Transfers in	-	39,385	931,953	971,338
Transfers out	(971,338)	-	-	(971,338)
<b>Total Other Financing Sources (Uses)</b>	<b>(971,338)</b>	<b>39,385</b>	<b>931,953</b>	<b>-</b>
Net Change in Fund Balances	(1,452,575)	-	-	(1,452,575)
Fund Balance at the Beginning of the Year	6,823,807	-	-	6,823,807
<b>Fund Balance at the End of the Year</b>	<b>\$ 5,371,232</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,371,232</b>

The notes to financial statements are an integral part of this statement.

**BIG BEAR FIRE AUTHORITY**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2021**

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

Net change in fund balances - total governmental funds \$ (1,452,575)

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation expense in the current period.

Capital outlay	\$ 931,952	
Depreciation	(110,327)	821,625

The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The following amounts are the effects of these differences in the treatment of long-term debt and related items.

Principal repayments on capital leases	20,629	
Principal repayments on loans payable	162,496	183,125

Net change in accrued interest on long-term debt for the current period reported on the statement of activities. 78,723

Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. (134,027)

Pension obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore are not reported as expenditures in governmental funds. (3,924,091)

Other post-employment benefits obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore are not reported as expenditures in governmental funds. (274,223)

**Change in Net Position of Governmental Activities \$ (4,701,443)**

# BIG BEAR FIRE AUTHORITY

## NOTES TO FINANCIAL STATEMENTS JUNE 30, 2021

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### Note 1: Reporting Entity and Significant Accounting Policies

#### a. Reporting Entity

The Big Bear Fire Authority (the Authority) was formed on June 21, 2012, pursuant to the California Joint Exercise of Powers Act, commencing at California Government Code section 6500 *et seq.* to merge the Big Bear Lake Fire Protection District's (FPD) and the Big Bear City Community Services District (CSD)'s fire agencies under one umbrella, and provide fire protection and prevention services in the Big Bear Valley area of San Bernardino County.

The governing board consists of ten directors, including the elected or appointed members of the boards of directors of the participating agencies. The term of office of each director shall be concurrent with that director's term or office on the participating agency's Board of Directors.

The Authority's operations are funded by contributions from the participating agencies.

#### b. Government-Wide and Fund Financial Statements

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

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Major individual governmental funds are reported as separate columns in the fund financial statements.

#### c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 90 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 1: Reporting Entity and Significant Accounting Policies (Continued)**

Taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when the government receives cash.

The Authority reports the following major funds:

- The General Fund is the Authority's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The Grants Fund accounts for receipts and disbursements relating to grant programs received by the Authority.
- The Capital Projects Fund accounts for receipts and disbursements related to the acquisition and construction of capital assets, including property, buildings, and equipment.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first and then unrestricted resources as they are needed.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 1: Reporting Entity and Significant Accounting Policies (Continued)**

**d. Assets, Liabilities and Net Position or Equity**

Cash and Investments

The Authority's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Investments for the Authority are reported at fair value. The State Treasurer's Investment Pool operates in accordance with appropriate State laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Available means due or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. The Authority accrues revenue only for those revenues which are received within 90 days after year-end.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than purchased.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the governmental activities' column in the government-wide financial statements. The Authority defined capital assets as assets with an initial, individual cost of more than \$3,000 and an estimated useful life in excess of three years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of acquisition.

In accordance with GASB Statement No. 34, the Authority has reported its general infrastructure.

Addition of a major component (over \$3,000) to an existing fixed asset that increases its usability or value is considered to be a fixed asset addition to the original asset. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment of the Authority are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
General plant and equipment	5 - 30

**Note 1: Reporting Entity and Significant Accounting Policies (Continued)**

Compensated Absences

It is the Authority's policy to permit employees to accumulate general leave benefits. Under the current memorandum of understanding, the Authority's suppression employees receive 17 to 22, 24-hour shifts of general leave each year depending upon length of service. Ambulance operators receive 13 to 17, 24-hour shifts per year; flight staff receive 10 to 14, 24-hour shifts of general leave, and administrative staff receive 21 to 31, 8 hour shifts per year. Each employee's maximum accrual of general leave shall be equal to three times the employee's annual entitlement in hours. Employees may cash out up to 192 hours of general leave per fiscal year. However, employees must keep a minimum leave amount of 72 hours.

All paid time off is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental fund only if they have matured, for example, as a result of employee resignations and retirements.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government reports deferred outflows of resources for pension contributions made after the actuarial measurement date, changes in actuarial assumptions, differences between actuarially-expected and actual experiences in the total pension liability, the net difference between projected and actual earnings on pension plan investments, adjustments due to differences in the proportionate share of pension contributions, and changes in the Authority's proportionate share of the net pension liability.

In addition to liabilities, the statement of financial position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. In the government-wide statement of net position, the government reports deferred inflows of resources for pension and other post-employment benefits related items due to changes in actuarial assumptions, the differences between expected and actual experiences, differences in proportions, and the difference in the proportionate share of contributions.

The governmental fund balance sheet also reports one item under deferred inflows of resources, which arises only under the modified accrual basis of accounting. The item, unavailable revenue from grant reimbursements is reported only in the governmental funds balance sheet and will be recognized as an inflow of resources in the period when the amounts become available.

Pensions

For the purposes of measuring the net pension liability, deferred outflows and inflows of resources, and pension expense, information about the fiduciary net position of the San Bernardino County Employees' Retirement Association (SBCERA) and the California Public Employees Retirement System (CalPERS) and additions to/deductions from SBCERA and CalPERS' plans fiduciary net positions have been determined on the same basis as they are reported by SBCERA and CalPERS. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms, and investments are reported at fair value.

**Note 1: Reporting Entity and Significant Accounting Policies (Continued)**

Other Post-Employment Benefits

For the purposes of measuring the net other post-employment benefits (OPEB) liability, deferred outflows and inflows of resources, and OPEB expense, information about the fiduciary net position of California Public Employees Retirement System (CalPERS) trust, and additions to/deductions from CalPERS plan's fiduciary net position have been determined on the same basis as it is reported by CalPERS. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms, and investments are reported at fair value.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenses when incurred.

Fund Equity

In the fund financial statements, government funds report the following fund balance classifications:

Non-spendable Fund Balance – This includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted Fund Balance – This includes amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed Fund Balance – This includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a minute action or a resolution.

Assigned Fund Balance – This includes amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed.

Unassigned Fund Balance – This includes the residual amounts that have not been restricted, committed, or assigned to specific purposes.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 1: Reporting Entity and Significant Accounting Policies (Continued)**

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Authority considers restricted amounts to be used first, then unrestricted. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, they are considered to be spent in the order as follows: committed, assigned and then unassigned.

Functional Classifications

Expenditures of the governmental funds are classified by function. Functional classifications are defined as follows:

- Public Safety includes activities of the Authority involved in the protection of people and property from fire, and emergency medical services.

**Note 2: Stewardship, Compliance and Accountability**

Note 2 to Required Supplementary Information, *Excess of Expenditures over Appropriations*, describes budgetary excesses in the General Fund that occurred for the year ended June 30, 2021.

**Note 3: Cash and Investments**

Cash and investments at June 30, 2021, consisted of the following:

	<u>Carrying Amount</u>	<u>Fair Value</u>
Cash and cash equivalents	\$ 619,202	\$ 619,202
Investments	2,622,945	2,622,945
Total Cash and Investments	<u>\$ 3,242,147</u>	<u>\$ 3,242,147</u>

The Authority follows the practice of pooling cash and investments of all funds. Interest income earned on pooled cash and investments is allocated quarterly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

Deposits

At June 30, 2021, the carrying amount of the Authority's deposits was \$619,202 and the bank balance was \$1,041,710. The \$422,508 difference represents outstanding checks and other reconciling items.

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure a City's deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits that are fully insured up to \$250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in



## BIG BEAR FIRE AUTHORITY

### NOTES TO FINANCIAL STATEMENTS (CONTINUED) JUNE 30, 2021

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#### Note 3: Cash and Investments (Continued)

San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held for, and in the name of, the local governmental agency.

#### Investments in State Investment Pool

The Authority is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the Authority's investment in this pool is reported in the accompanying financial statements at amounts based on the Authority's pro rate share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. LAIF is not registered with the Securities and Exchange Commission and is not rated. Deposits and withdrawals in LAIF are made on the basis of \$1 and not fair value.

#### Concentration of Credit Risk

The only investment held by the Authority is LAIF, which is exempt from any restrictions regarding concentration of credit risk.

#### Credit Risk

As of June 30, 2021, the Authority's investments in external investment pools are unrated.

#### Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. As of June 30, 2021, the Authority had no investments considered to be exposed to custodial credit risk. The Authority does not have a policy related to custodial credit risk.

#### Interest Rate Risk

As of June 30, 2021, the fair value of the Authority's investments was \$2,622,945, all invested in the Local Agency Investment Fund which has a maturity of less than one year.

#### Fair Value Measurements

GASB Statement No. 72, *Fair Value Measurement and Application* establishes general principles for measuring fair value and standards of accounting and financial reporting for assets and liabilities measured at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

**Note 3: Cash and Investments (Continued)**

participants at the measurement date. The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. LAIF, being the only investment held, is considered to be uncategorized.

**Note 4: Capital Assets**

A summary of changes in capital assets for fiscal year ended June 30, 2021, is as follows:

	Beginning Balance July 1, 2020	Increases	Decreases	Ending Balance June 30, 2021
Capital assets, not being depreciated:				
Land	\$ 248,916	\$ -	\$ -	\$ 248,916
Construction-in-progress	-	157,460	-	157,460
<b>Total Capital Assets, Not Being Depreciated</b>	<b>248,916</b>	<b>157,460</b>	<b>-</b>	<b>406,376</b>
Capital assets, being depreciated:				
Equipment	265,972	14,997	-	280,969
Buildings and Structures	211,749	-	-	211,749
Automotive Equipment	732,450	759,495	-	1,491,945
<b>Total Capital Assets, Being Depreciated</b>	<b>1,210,171</b>	<b>774,492</b>	<b>-</b>	<b>1,984,663</b>
Less accumulated depreciation:				
Equipment	74,505	28,097	-	102,602
Buildings and Structures	35,622	12,039	-	47,661
Automotive Equipment	145,453	70,191	-	215,644
<b>Total Accumulated Depreciation</b>	<b>255,580</b>	<b>110,327</b>	<b>-</b>	<b>365,907</b>
<b>Total Capital Assets, Being Depreciated, Net</b>	<b>954,591</b>	<b>664,165</b>	<b>-</b>	<b>1,618,756</b>
<b>Governmental Activities Capital Assets, Net</b>	<b>\$ 1,203,507</b>	<b>\$ 821,625</b>	<b>\$ -</b>	<b>\$ 2,025,132</b>

Depreciation expense was fully charged to the public safety function in the amount of \$110,327.

**Note 5: Long Term Debt**

**a. Capital Lease Obligations**

A summary of the changes in capital lease obligations for the fiscal year ended June 30, 2021, is as follows:

	Balance June 30, 2020	Additions	Deletions	Balance June 30, 2021	Due within One Year
2016 Ambulance Capital Lease	\$ 41,928	\$ -	\$ 20,629	\$ 21,299	\$ 21,299

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

**Note 5: Long Term Debt (Continued)**

2016 Ambulance Capital Lease

In June 2016, the Authority entered into a lease agreement as lessee for financing the acquisition of an ambulance valued at \$100,000. The ambulance as a five-year estimated useful life. For the year ended June 30, 2021, \$20,000 was included in depreciation expense. This lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of future minimum lease payments as of the inception date. The lease is to be liquidated through the General Fund.

The future minimum lease obligations and the net present value of these lease payment as of June 30, 2021, were as follows:

Year ending June 30	Governmental Activities
2022	\$ 21,992
Present value of minimum lease payments	\$ 21,992

**b. Loans from Direct Borrowings**

A summary of the changes in loan lease obligations for the fiscal year ended June 30, 2021, is as follows:

	Balance at July 1, 2020	Increases	Decreases	Balance at June 30, 2021	Due within One Year
Loans from Direct Borrowings:					
SBCERA Loan	\$ 990,797	\$ -	\$ 57,190	\$ 933,607	\$ -
CSD Side Fund Loan	506,272	-	105,306	400,966	109,293
Total	<u>\$ 1,497,069</u>	<u>\$ -</u>	<u>\$ 162,496</u>	<u>\$ 1,334,573</u>	<u>\$ 109,293</u>

SBERA Loan

As part of the merger between the FPD and the Authority, the employees of the FPD are to be included in the San Bernardino County Employees' Retirement Association (SBCERA)'s County Safety cost group and moved out of the City's Other Safety cost group. SBCERA and the FPD, on behalf of the City, have agreed that the amount to effectuate the inclusion of the FPD into the present County Safety cost group, and to avoid negatively impacting the County as a result, is \$6,508,000 calculated as of June 30, 2016, the last date for which actuarially determined unfunded actuarial liability (UAL) figures are available ("Transfer Amount"). As of June 30, 2021, the outstanding balance is \$933,607.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
JUNE 30, 2021**

**Note 5: Long Term Debt (Continued)**

CSD CalPERS Side Fund Loan

In Fiscal Year 2014-15, the CSD’s Sewer Department loaned \$1,020,445 to the CSD Fire Department. The CSD Fire Department paid off their Safety Group CalPERS side fund with the loaned funds. The legally binding interfund agreement requires that the Fire Department repay the loan within 10 years including 3.75 percent interest. Previously the CSD Fire Department had paid CalPERS 7.5 percent for the same loan and the Sewer Department had been earning 0.3 percent with the California Local Agency Investment Fund (LAIF). The side fund loan is secured with CSD collected property tax. As part of the merger agreement, between the CSD Fire Department and the Authority, this loan is now an obligation of the Authority. As of June 30, 2021, the outstanding balance is \$400,966.

Debt service requirements on long-term debt at June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Loans from Direct Borrowings</u>	
	<u>Principal</u>	<u>Interest</u>
2022	\$ 109,293	\$ 15,036
2023	145,834	91,303
2024	152,966	84,086
2025	98,852	74,449
2026-2030	248,292	311,767
2031-2035	377,824	176,547
2036-2037	201,512	18,023
	<u>\$ 1,334,573</u>	<u>\$ 771,211</u>

**Note 6: Compensated Absences Payable**

Compensated absences represent the amount of accumulated vacation which is expected to be liquidated with future resources. There is no fixed payment schedule for unpaid compensated absences. See Note 1 for additional information. Compensated absences are typically liquidated through the General Fund.

<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<u>\$ 1,090,395</u>	<u>\$ 1,071,461</u>	<u>\$ 937,434</u>	<u>\$ 1,224,422</u>	<u>\$ 489,769</u>

**Note 7: Interfund Transactions**

During the normal course of business, the Authority moves resources from a fund receiving revenue to the fund where the resources are expended. Such transactions are recorded as transfers.

- The general fund made a transfer in the amount of \$39,385 to the grants fund to meet grant matching requirements.
- The general fund made a transfer in the amount of \$931,953 to the capital projects fund to finance the acquisition of additional equipment purchases.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 8: Defined Contribution Pension Plan**

The Authority's two 457(b) deferred compensation plans are defined contribution pension plans administered by the Board of Directors and management of the Authority. The deferred compensation plans cover all employees who were previously covered under the Authority's previous 401(a) Money Purchase Plan, which closed at the end of the previous fiscal year and did not opt for a distribution of assets from that plan.

Employees may make voluntary contributions to the plan up to the maximum annual amounts permitted by the Internal Revenue Service. One of the 457(b) plans is administered by Nationwide Trust Company (Nationwide Plan) and the other is administered by Lincoln Financial Group (Lincoln Plan). Voluntary employee contributions to the plans were \$189,269 to the Nationwide Plan and \$86,452 to the Lincoln Plan.

Federal law requires that Plan assets be held in trust for the exclusive benefit of the participants. Accordingly, the Authority is in compliance with the legislation. Therefore, these assets are not the legal property of the Authority and are not subject to claims of the Authority's general creditors. Market value of the plan assets held in trust at June 30, 2021, for the Nationwide Plan were \$1,057,497 for 24 participants; plan assets for the Lincoln Plan for the same period was \$584,999 for 19 participants.

The Authority's Board of Directors establishes and amends all deferred compensation plan provisions, including benefit terms and contribution requirements. Amendment or termination of the plans is subject to the meet and confer requirement of the Myers-Milias-Brown Act and other applicable law.

**Note 9: Defined Benefit Pension Plans**

**a. SBCERA Cost-Sharing Plan**

Plan Description

SBCERA was established by the County of San Bernardino in 1945. SBCERA is governed by the County Employees' Retirement Law of 1937 (California Government Code Section 31450 et. seq), the California Public Employees' Pension Reform Act of 2013 (CalPEPRA), and the regulations, procedures, and policies adopted by SBCERA's Board of Retirement. SBCERA is a cost-sharing, multiple employer, defined benefit public employee Retirement Association whose main function is to provide service retirement, disability, death, and survivor benefits to the General and Safety members employed by the County of San Bernardino. SBCERA also provides retirement benefits to the employee members for 17 other employers which are members of SBCERA.

The Plan operates under the provisions of the California County Employees' Retirement Law of 1937 (CERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by SBCERA's Board of Retirement (Board). The Plan's authority to establish and amend the benefit terms are set by the CERL and PEPRA and may be amended by the California state legislature and in some cases require approval by the County of San Bernardino Board of Supervisors and/or the SBCERA Board. SBCERA is a tax qualified plan under Section 401 (a) of the Internal Revenue Code.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 9: Defined Benefit Pension Plan (Continued)**

SBCERA is a legally separate entity from the Authority, not a component unit, and there is no financial interdependency with the County of San Bernardino. For these reasons, the Authority's basic financial statements exclude the SBCERA pension plan as of June 30, 2021. SBCERA publishes its own comprehensive annual financial report that includes its financial statements and required supplementary information, that can be obtained by writing SBCERA at, 348 W. Hospitality Lane, Third Floor, San Bernardino, California 92415-0014 or visiting the website at: [www.SBCERA.org](http://www.SBCERA.org).

Benefits Provided

SBCERA provides retirement, disability, death, and survivor benefits. The CERL and PEPRA establish benefit terms. Retirement benefits are calculated on the basis of age, average final compensation and service credit as follows:

	Safety - Tier 1	Safety - Tier 2
Final Average Compensation	Highest 12 months	Highest 36 months
Normal Retirement Age	Age 55	Age 50
Early Retirement: Years of service required and/or age eligible for	Age 70 any years	Age 70 any years
	10 years age 50	5 years age 50
	20 years any age	N/A
Benefit percent per year of service for normal retirement age	3% per year of final average compensation for every year of service credit	2.5% per year of final average three years compensation for every year of service credit
Benefit adjustments	Reduce before age 50	Reduce before age 57
Final Average Compensation Limitation	Internal Revenue Code section 401(a)(17)	Government Code 7522.10

An automatic cost of living adjustment is provided to benefit recipients based on changes in the local region Consumer Price Index (CPI) up to a maximum of 2% per year. Any increase greater than 2% is banked and may be used in years where the CPI is less than 2%. There is a one-time 7% increase at retirement for members hired before August 19, 1975. The Plan also provides disability and death benefits to eligible members and their beneficiaries, respectively. For retired members, the death benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to benefits based on the members years of service or if the death was caused by employment. General members are also eligible for survivor benefits which are payable upon a member's death.

Contributions

Participating employers and active members are required by statute to contribute a percentage of covered salary to the Plan. This requirement is pursuant to Government Code sections 31453.5 and 31454, for participating employers and Government Code sections 31621.6, 31639.25 and 7522.30 for active members.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 9: Defined Benefit Pension Plan (Continued)**

The contribution requirements are established and may be amended by the SBCERA Board pursuant to Article 1 of the CERL, which is consistent with the Plan's actuarial funding policy. The contribution rates are adopted yearly, based on an annual actuarial valuation, conducted by an independent actuary, that requires actuarial assumptions with regard to mortality, expected future service (including age at entry into the Plan, if applicable and tier), and compensation increases of the members and beneficiaries. The combined active member and employer contribution rates are expected to finance the costs of benefits for employees that are allocated during the year, with an additional amount to finance any unfunded accrued liability. Participating employers may pay a portion of the active members' contributions through negotiations and bargaining agreements.

Employee contribution rates for the fiscal year ended June 30, 2021, ranged between 9.15% and 14.84% for Tier 1 General members and 9.06% for Tier 2 General members and 11.81% and 17.30% for Tier 1 Safety member and 16.13% for Tier 2 Safety member.

Employer contribution rates for the year ended June 30, 2021, are as follows:

	<u>Employer Contribution Rates</u>	
	<u>Tier 1 Members</u>	<u>Tier 2 Members</u>
General	38.38%	35.86%
Safety	57.11%	51.51%

The required employer contributions and the amount paid to SBCERA by the Authority for the year ended June 30, 2021, were \$2,490,371. The employer contributions were equal to the required employer contributions for the year ended June 30, 2021.

Pension Liability, Pension Expense and Deferred Outflows/Inflows of Resources

At June 30, 2021, the Authority reported a net pension liability of \$24,295,795 for its proportionate share of the SBCERA's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020. The SBCERA's publicly available financial report provides details on the change in the net pension liability.

The Authority's proportion of the net pension liability were based on the contributions received by SBCERA during the measurement period for employer payroll paid dates from July 1, 2019, through June 30, 2020, relative to the total employer contributions received from all of SBCERA's participating employers. At the June 30, 2020, measurement date, the Authority's proportion was 0.606%, which is a 23.0% decrease over the prior year proportion of 0.787%.

For the year ended June 30, 2021, the Authority recognized \$6,528,145 for its proportionate share of SBCERA's pension expense.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

**Note 9: Defined Benefit Pension Plan (Continued)**

At June 30, 2021, the Authority reported their proportionate shares of deferred outflows of resources and deferred inflows of resources related to pensions, from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to the measurement date	\$ 2,490,371	\$ -
Changes in proportion and differences between employer's contributions and proportionate share of contributions	9,248,633	3,555,182
Changes in assumptions or other inputs	2,846,134	-
Net difference of projected versus actual earnings on Pension Plan investments	5,126,805	-
Difference between expected and actual experience in the Total Pension Liability	<u>297,950</u>	<u>230,517</u>
Total	<u>\$ 20,009,893</u>	<u>\$ 3,785,699</u>

The \$2,490,371 reported as deferred outflows of resources related to pensions contributions made subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to SBCERA pensions will be recognized in pension expense as follows:

Fiscal Year Ended June 30,	Deferred Outflows/ (Inflows) of Resources
2022	\$ 3,490,883
2023	4,214,229
2024	3,890,919
2025	2,462,692
2026	(324,900)
Total	<u>\$ 13,733,823</u>

Actuarial Assumptions and Methods

The significant actuarial assumptions and methods used to measure the total pension liability are as follows:

Actuarial valuation date	June 30, 2020
Actuarial cost method	Entry age normal
Amortization method	Level percent of payroll
Investment rate of return	7.25%
Inflation	2.75%
Projected salary increases	4.55% to 12.75%
Administrative expenses	0.85% of payroll



**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

**Note 9: Defined Benefit Pension Plan (Continued)**

Mortality rates used in the actuarial valuations are based on the Headcount-Weighted RP-2014 Healthy Annuitant Mortality Table projected generationally with the two-dimensional MP-2016 projection scale.

The actuarial assumptions, used in the June 30, 2020, valuation, were based on the results of an actuarial experience study for the three-year period of July 1, 2016, through June 30, 2019.

The long-term expected rate of return on pension plan investments is 7.25%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation, and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation but before deducting investment expenses are shown in the following table. This information was used in the derivation of the long-term expected investment rate of return assumption for the June 30, 2020, actuarial valuation. This information will change every three years based on the actuarial experience study.

Asset Class	Target Allocation	Long-Term Expected Arithmetic Real Estate of Return
Large Cap U.S. Equity	11.00%	5.42%
Small Cap U.S. Equity	2.00%	6.21%
Developed International Equity	9.00%	6.50%
Emerging Market Equity	6.00%	8.80%
U.S. Core Fixed Income	2.00%	1.13%
High Yield/Credit Strategies	13.00%	3.40%
International Core Fixed Income	1.00%	-0.04%
Emerging Market Debt	8.00%	3.44%
Real Estate	3.00%	4.57%
Value Assed Real Estate	3.00%	6.53%
International Credit	11.00%	5.89%
Absolute Return	7.00%	3.69%
Real Assets	5.00%	10.64%
Private Equity	16.00%	10.70%
Cash and Equivalents	2.00%	-0.03%
<b>Total</b>	<b>100.00%</b>	

Discount rate

The discount rate used to measure the TPL was 7.25% for measurement date June 30, 2020. The projection of cash flows used to determine the discount rate assumed employer and member contributions will be made at the actuarially determined contribution rates. For this purpose, only employee and employer contributions that are intended to fund benefits for current plan members and their beneficiaries are included.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 9: Defined Benefit Pension Plan (Continued)**

Based on those assumptions, the Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of returns on pension plan investments of 7.25% was applied to all periods of projected benefit payments to determine the TPL as of June 30, 2020.

Sensitivity of Net Pension Liability to Changes in Discount Rate

The following presents the Net Pension Liability (NPL) of the Authority's plans as of June 30, 2020, calculated using the discount rate of 7.25%, as well as what the respective NPLs would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1-percentage-point higher (8.25%) than the current rate.

	1.00% Decrease 6.25%	Current Discount Rate 7.25%	1.00% Increase 8.25%
Authority's proportionate share of net pension liability	\$ 34,105,145	\$ 24,295,795	\$ 16,263,560

Pension Plan Fiduciary Net Position

Detailed information about the SBCERA's fiduciary net position is available in a separately issued SBCERA comprehensive annual financial report. That report may be obtained on the Internet at [www.SBCERA.org](http://www.SBCERA.org); by writing to SBCERA at 348 W. Hospitality Lane, Third Floor, San Bernardino, California 92415; or by calling (909) 885-7980 or (877) 722-3721.

**b. CalPERS Cost-Sharing Plan**

The Authority funds a portion of the CSD's CalPERS pension plan for safety retirees. No current employees are eligible to participate in this plan and all active employees transitioned over to the SBCERA cost-sharing plan at June 30, 2019. The CalPERS plan is a cost-sharing, multiple employer, defined benefit pension plan administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the Plan are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment.

# BIG BEAR FIRE AUTHORITY

## NOTES TO FINANCIAL STATEMENTS (CONTINUED) JUNE 30, 2021

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### Note 9: Defined Benefit Pension Plan (Continued)

#### Contribution Description

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

#### Actuarial Methods and Assumptions

The total pension liability for the June 30, 2020, measurement period was determined by an actuarial valuation as of June 30, 2019, with update procedures used to roll forward the total pension liability to June 30, 2020. The total pension liability was based on the following assumptions:

Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table <sup>1</sup>	Derived using CalPERS' membership data for all funds
Post Retirement Benefit Increase	Contract COLA up to 2.5% until Purchasing Power Protection Allowance floor on purchasing power applies

<sup>1</sup> The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

#### Discount Rate

The discount rate used to measure the total pension liability for PERF C (pension fund administered by CalPERS) was 7.15 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

#### Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 9: Defined Benefit Pension Plan (Continued)**

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical and forecasted information for all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each pension fund. The expected rate of return was set by calculated the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as followed:

<u>Asset Class</u>	<u>Current Target Allocation</u>	<u>Real Return Years 1 - 10<sup>1</sup></u>	<u>Real Return Years 11+<sup>2</sup></u>
Global Equity	50.00%	4.80%	5.98%
Global Fixed Income	28.00%	1.00%	2.62%
Inflation Sensitive	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Estate	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

<sup>1</sup>An expected inflation of 2.0% used for this period.

<sup>2</sup>An expected inflation of 2.92% used for this period.

Pension Plan Fiduciary Net Position

The plan fiduciary net position disclosed in the GASB 68 accounting valuation report may differ from the plan assets reported in the funding actuarial valuation report due to several reasons. First, for the accounting valuations, CalPERS must keep items such as deficiency reserves, fiduciary self-insurance and OPEB expense included as assets. These amounts are excluded for rate setting purposes in the funding actuarial valuation. In addition, differences may result from early Comprehensive Annual Financial Report closing and final reconciled reserves.

Changes in Net Pension Liability

At June 30, 2021, the Authority reported its proportionate share of the CSD's net pension liability of \$5,474,917; an increase of \$183,805 from the prior year amount of \$5,291,112.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 9: Defined Benefit Pension Plan (Continued)**

The Authority's proportionate share of the net pension liability for the plan as of June 30, 2020, and 2021 was as follows:

	Safety Plan
Proportion – June 30, 2019	0.051%
Proportion – June 30, 2020	0.047%
Change – Increase (Decrease)	-8%

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Plan as of the Measurement Date, calculated using the discount rate of 7.15 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15 percent) or 1 percentage-point higher (8.15 percent) than the current rate:

	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
Plan's Net Pension Liability -Authority Allocation (42%)	\$8,458,481	\$5,474,917	\$3,026,620

Recognition of Gains and Losses

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Difference between projected and actual earnings	5 year straight-line amortization
All other amounts	Straight-line amortization over the expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

**Note 9: Defined Benefit Pension Plan (Continued)**

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for PERF C for the measurement period ending June 30, 2020, is 3.8 years.

Pension Expense, Deferred Outflows, and Deferred Inflows of Resources Related to Pensions

For the fiscal year ended June 30, 2021, the Authority recognized a pension expense of \$562,026.

As of June 30, 2021, the Department reports other amounts for the Plan as deferred outflow and deferred inflow of resources related to pensions as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 575,708	\$ -
Differences between Expected and Actual Experience	424,552	-
Changes of Assumptions	-	18,237
Net Difference between Projected and Actual Earnings on Pension Plan Investments	118,993	-
Change in employer's proportion	67,973	689,371
Differences between the employer's contribution and the employer's proportionate share of contributions	-	444,003
Total	<u>\$ 1,187,226</u>	<u>\$ 1,151,611</u>

The \$575,708 reported as deferred outflows of resources related to employer contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. That and other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Fiscal period Ended June 30:</u>	<u>Deferred Outflows/(Inflows) of Resources</u>
2022	\$ (416,398)
2023	(236,345)
2024	53,027
2025	59,623

**c. Summary of Pension Liabilities, Deferred Outflows and Deferred Inflows of Resources, and Pension Expense – All Plans**

	<u>SBCERA</u>	<u>CalPERS</u>	<u>Total</u>
Net Pension Liability	\$ 24,295,795	\$ 5,474,917	\$ 29,770,712
Deferred Outflows of Resources	20,009,893	1,187,226	21,197,119
Deferred Inflows of Resources	3,785,699	1,151,611	4,937,310
Pension Expense	6,528,145	562,026	7,090,171

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

**Note 10: Other Post-Employment Benefits (OPEB)**

Plan Description

The Authority funds health benefits for its share of all qualifying fire safety retirees from the CSD in accordance with Memorandums of Understanding under various labor agreements. The CSD's plan is an agent, multiple-employer plan administered by the CSD.

Contributions

As required by GASB Statement No. 75, an actuary will determine the CSD's annual required contribution (ARC) at least once every three fiscal years. The ARC is calculated in accordance with certain parameters and includes (1) the Normal Cost for one year, and (2) a component for amortization of the total Unfunded Actuarial Accrued Liability (UAAL) over a period not to exceed 30 years. The Authority provides funding to the CSD for the former CSD fire safety retirees enrolled in the plan. The Authority did not make any contributions to the plan for the year ended June 30, 2021.

Significant Actuarial Assumptions Used for Total OPEB Liability

Actuarial Valuation Date	June 30, 2020
Contribution Policy	Authority contributes portion of full CSD ADC
Discount Rate	6.25 percent
General Inflation	2.50 percent
Mortality, Retirement	CalPERS 1997-2015 Experience Study
Disability, Termination	
Salary Increases	2.75 percent
Medical Trends	Non-Medicare - 6.75% in 2022, decreasing to 3.75% in 2076 Medicare (Non-Kaiser) - 5.85% in 2022, decreasing to 3.75% in 2076 Medicare (Kaiser) - 4.75% for 2022, decreasing to 3.75% in 2076

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

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Assumed Asset Allocation	Expected Real Rate of Return
Global Equity	59.00%	4.56%
Fixed Income	25.00%	0.78%
TIPS	5.00%	-0.08%
Commodities	3.00%	1.22%
REITs	8.00%	4.06%
Assumed Long-term Rate of Inflation		2.50%
Expected Long-term Net Rate of Return, Rounded		6.25%

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 10: Other Post-Employment Benefits (OPEB) (Continued)**

Changes in Net OPEB Liability

At June 30, 2021, the measurement date, the Authority reported its proportionate share of the CSD's net OPEB liability of \$3,219,758; a decrease of \$693,540 from the prior year amount of \$3,913,298.

The net OPEB liability of the plan is measured as of June 30, 2021, and the total OPEB liability for the plan used to calculate the net OPEB liability was determined by an actuarial valuation of June 30, 2020, rolled forward to June 30, 2021, using standard update procedures. The proportion of the net OPEB liability was based on a projection of the Authority's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating employers, actuarially determined. The Authority's proportionate share of the net OPEB liability for the plan as of June 30, 2020 and 2021 was as follows:

	OPEB Plan
Proportion – June 30, 2020	35%
Proportion – June 30, 2021	40%
Change – Increase (Decrease)	14%

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Plan as of the Measurement Date, calculated using the discount rate of 6.25 percent, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1 percentage-point lower (5.25 percent) or 1 percentage-point higher (7.25 percent) than the current rate:

	Discount Rate - 1% (5.25%)	Current Discount Rate (6.25%)	Discount Rate + 1% (7.25%)
Plan's Net OPEB Liability -Authority Allocation (40%)	\$3,840,935	\$3,219,758	\$2,705,844

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Trend Rate

The following presents the net OPEB liability of the Plan as of the Measurement Date, calculated using current healthcare trend rate, as well as what the net OPEB liability would be if it were calculated using a trend rate that is 1 percentage-point lower or 1 percentage-point higher than the current rate:

	1% Decrease	Current Trend	1% Increase
Plan's Net OPEB Liability -Authority Allocation (40%)	\$2,627,488	\$3,219,758	\$3,946,324



**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

**Note 10: Other Post-Employment Benefits (OPEB) (Continued)**

Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time.

Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.

The recognition period differs depending on the source of the gain or loss. The net difference between projected and actual earnings on OPEB plan investments are amortized over 5 years, while all other deferred outflows and inflows are amortized over the average expected remaining service life of plan participants. For the June 30, 2021, measurement date, the average expected remaining service life is 5.1 years.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2021, the Authority recognized OPEB expense of \$274,223. As of fiscal year-ended June 30, 2021, the Department reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 503,358
Changes in assumptions	-	252,763
Net difference between projected and actual earnings on plan investments	-	186,453
Total	<u>\$ -</u>	<u>\$ 942,574</u>

The amounts reported as deferred inflows of resources related to OPEB will be recognized as expense as follows:

Fiscal Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2022	\$ (230,041)
2023	(228,327)
2024	(229,380)
2025	(236,384)
2026	(18,442)

**Note 11: Insurance**

**a. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement**

The Authority is a member of the California Joint Powers Insurance Authority (CJPIA). CJPIA is composed of 123 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. CJPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

**b. Self-Insurance Programs of the CJPIA**

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Primary Liability Program

Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$100,000 to \$500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$500,000 to \$50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is \$50 million per occurrence. Subsidence losses also have a \$50 million per occurrence limit. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on CJPIA's website: <https://cjpia.org/coverage/risk-sharing-pools/>.

Primary Workers' Compensation Program

Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$75,000 to \$200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$200,000 to statutory

**BIG BEAR FIRE AUTHORITY**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**JUNE 30, 2021**

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**Note 11: Insurance (Continued)**

limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2020-21, CJPIA's pooled retention is \$1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to \$1 million. Coverage from \$1 million to \$5 million is purchased as part of a reinsurance policy, and Employer's Liability losses from \$5 million to \$10 million are pooled among members.

**c. Purchased Insurance**

Pollution Legal Liability Insurance

The Authority participates in the pollution legal liability insurance program which is available through CJPIA. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the Authority. Coverage is on a claims-made basis. There is a \$250,000 deductible. CJPIA has an aggregate limit of \$20 million.

Property Insurance

The Authority participates in the all-risk property protection program of CJPIA. This insurance protection is underwritten by several insurance companies. The Authority's property is currently insured according to a schedule of covered property submitted by the Authority to the CJPIA. The Authority's property currently has all-risk property insurance protection in the amount of \$10,333,540. There is a \$10,000 deductible per occurrence except for non-emergency vehicle insurance which has a \$2,500 deductible.

Crime Insurance

The Authority purchases crime insurance coverage in the amount of \$1,000,000 with a \$2,500 deductible. The fidelity coverage is provided through CJPIA.

**d. Adequacy of Protection**

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2020-21.

**Note 12: Commitments and Contingencies**

The Authority is subject to litigation arising in the normal course of business. In the opinion of legal counsel, there is no pending litigation which is likely to have a material adverse effect on the financial position of the Authority.

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# **REQUIRED SUPPLEMENTARY INFORMATION**

**BIG BEAR FIRE AUTHORITY**

**BUDGETARY COMPARISON SCHEDULE  
GENERAL FUND  
FOR THE YEAR ENDED JUNE 30, 2021**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 6,823,807	\$ 6,823,807	\$ 6,823,807	\$ -
<b>Resources (Inflows):</b>				
Taxes	10,451,263	10,451,263	10,784,098	332,835
Charges for services	3,146,410	3,146,410	2,142,818	(1,003,592)
Use of money and property	114,650	114,650	70,667	(43,983)
Contributions	1,462,600	1,462,600	1,387,008	(75,592)
Miscellaneous	350,000	350,000	1,461,331	1,111,331
<b>Amounts Available for Appropriations</b>	<b>22,348,730</b>	<b>22,348,730</b>	<b>22,669,729</b>	<b>320,999</b>
<b>Charges to Appropriations (Outflows):</b>				
Public safety:				
Salaries and benefits	13,342,679	13,342,679	13,991,342	(648,663)
Supplies	290,685	290,685	290,612	73
Professional services	428,287	428,287	345,393	82,894
Maintenance and equipment	423,874	423,874	386,933	36,941
Utilities	185,100	185,100	186,333	(1,233)
Other expenditures	542,362	542,362	771,273	(228,911)
Debt service:				
Principal retirement	203,523	203,523	183,125	20,398
Interest and fiscal charges	46,766	46,766	172,148	(125,382)
Transfers out	1,021,576	1,021,576	971,338	50,238
<b>Total Charges to Appropriations</b>	<b>16,484,852</b>	<b>16,484,852</b>	<b>17,298,497</b>	<b>(813,645)</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 5,863,878</b>	<b>\$ 5,863,878</b>	<b>\$ 5,371,232</b>	<b>\$ (492,646)</b>

The notes to required supplementary information are an integral part of this schedule.

**BIG BEAR FIRE AUTHORITY**

**BUDGETARY COMPARISON SCHEDULE  
GRANTS FUND  
FOR THE YEAR ENDED JUNE 30, 2021**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ -	\$ -	\$ -	\$ -
<b>Resources (Inflows):</b>				
Intergovernmental	76,119	391,839	311,601	(80,238)
Transfers in	26,576	27,576	39,385	11,809
<b>Amounts Available for Appropriations</b>	<b>102,695</b>	<b>419,415</b>	<b>350,986</b>	<b>(68,429)</b>
<b>Charges to Appropriations (Outflows):</b>				
Public safety	86,859	419,415	350,986	68,429
<b>Total Charges to Appropriations</b>	<b>86,859</b>	<b>419,415</b>	<b>350,986</b>	<b>68,429</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ 15,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

The notes to required supplementary information are an integral part of this schedule.

**BIG BEAR FIRE AUTHORITY**

**SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY  
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS <sup>1</sup>**

<u>Measurement Date</u>	<u>2021</u> <u>6/30/2020</u>	<u>2020</u> <u>6/30/2019</u>	<u>2019</u> <u>6/30/2018</u>
<u>SBCERA Plan:</u>			
Proportion of the Net Pension Liability	0.606%	0.787%	0.393%
Proportionate Share of the Net Pension Liability	\$ 24,295,795	\$ 21,353,585	\$ 9,948,458
Covered Payroll	\$ 6,049,654	\$ 4,484,497	\$ 2,343,852
Proportionate Share of the Net Pension Liability as Percentage of Covered Payroll	401.61%	476.16%	424.45%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	71.96%	79.61%	79.89%
<u>CalPERS Plan:</u>			
Proportion of the Net Pension Liability <sup>2</sup>	0.047%	0.051%	0.066%
Proportionate Share of the Net Pension Liability	\$ 5,474,917	\$ 5,291,112	\$ 6,397,198
Covered Payroll	N/A <sup>2</sup>	N/A <sup>2</sup>	N/A <sup>2</sup>
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.10%	75.26%	72.82%

**Notes to Schedule:**

Benefit Changes: None

Changes of Assumptions: None

<sup>1</sup> Fiscal year 2019 is the first year the Authority is reporting a defined benefit pension plan, therefore only three years are shown.

<sup>2</sup> This plan is closed to new entrants, and has no active participants. As such, there is no covered payroll.



**BIG BEAR FIRE AUTHORITY**

**SCHEDULE OF PLAN CONTRIBUTIONS  
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS <sup>1</sup>**

<u>SBCERA Plan:</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Actuarially Determined Contribution <sup>3</sup>	\$ 2,490,371	\$ 2,708,917	\$ 2,618,764
Actual Contributions	(2,490,371)	(2,708,917)	(2,618,764)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -
Covered Payroll	\$ 4,944,594	\$ 6,049,654	\$ 4,484,497
Contributions as a Percentage of Covered Payroll	50.37%	44.78%	58.40%

<u>CalPERS Plan:</u>	<u>2021</u>	<u>2020</u>	<u>2020</u>
Actuarially Determined Contribution <sup>3</sup>	\$ 575,708	\$ 509,619	\$ 506,410
Actual Contributions	(575,708)	(509,619)	(506,410)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -
Covered Payroll	N/A <sup>2</sup>	N/A <sup>2</sup>	N/A <sup>2</sup>

**Note to Schedule:**

<sup>1</sup> Fiscal year 2019 is the first year the Authority is reporting a defined benefit pension plan, therefore only three years are shown.

<sup>2</sup> This plan is closed to new entrants, and has no active participants. As such, there is no covered payroll.

<sup>3</sup> For information on the actuarial assumptions underlying the actuarially determined contribution, refer to the SBCERA Funding Valuation dated June 30, 2020, and the CalPERS Funding Valuation dated June 30, 2018, available on the retirement plans' respective websites: [www.sbcera.org](http://www.sbcera.org) and [www.calpers.ca.gov](http://www.calpers.ca.gov).

**BIG BEAR FIRE AUTHORITY**

**SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY  
AS OF JUNE 30 FOR THE LAST TEN FISCAL YEARS <sup>1</sup>**

---

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Proportion of the Net OPEB Liability <sup>2</sup>	40%	35%	36%
Proportionate Share of the Net OPEB Liability	\$ 3,219,758	\$ 3,913,298	\$ 4,085,325
Covered Payroll	N/A <sup>3</sup>	N/A <sup>3</sup>	N/A <sup>3</sup>
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	34.8%	22.5%	19.8%

**Notes to Schedule:**

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Benefit Changes: None

Changes of Assumptions: For 2021 - decreased medical trend rate for Kaiser Senior Advantage; mortality improvement scale was updated to Scale MP-2020; implied subsidy is valued for life with the exception of Medicare Advantage plans; discount rate, medical trend, and future salary increases decreased due to updating long-term expected rate of return on assets and general inflation rate.

<sup>1</sup> Fiscal year 2019 is the first year the Authority is reporting a defined benefit OPEB plan, therefore only three years are shown.

<sup>2</sup> This amount represents the Authority's share of the CSD's net OPEB liability. For more information on the CSD's proportionate share of the net pension liability in relation to CalPER's pool as a whole, refer to the CSD's financial statements available at [www.bbcsd.org](http://www.bbcsd.org).

<sup>3</sup> This plan is closed to new entrants, and has no active participants. As such, there is no covered payroll.

**BIG BEAR FIRE AUTHORITY**

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
JUNE 30, 2021**

---

**Note 1: General Budget Policies**

1. The annual budget adopted by the Authority Board of Directors provides for the general operation of the Authority. It includes proposed expenditures and the means of financing them.
2. The Authority Board of Directors approves total budgeted appropriations and any amendments to appropriations throughout the year. This appropriated budget covers the Authority expenditures. Actual expenditures may not exceed budgeted appropriations at the function level. Budget figures used in the financial statements are the final adjusted amounts, including any amendments to the budget during the year.
3. Formal budgetary integration is employed as a management control device. Commitments for materials and services such as purchase orders and contracts are recorded during the year as encumbrances to assist in controlling expenditures. Appropriations which are encumbered at year-end lapse, and then are added to the following year's budgeted appropriations.
4. The budget is adopted on a basis substantially consistent with Generally Accepted Accounting Principles (GAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items.

**Note 2: Excess of Expenditures over Appropriations**

For the year ended June 30, 2021, the following functions of the General Fund reflected expenditures in excess of budgeted amounts.

<u>Major Fund</u>	<u>Appropriations</u>	<u>Expenditures</u>	<u>Amount of Excess</u>
General Fund			
Public Safety	\$ 15,212,987	\$ 15,971,886	\$ 758,899
Debt Service	250,289	355,273	104,984

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# **SUPPLEMENTARY INFORMATION**

**BIG BEAR FIRE AUTHORITY**

**BUDGETARY COMPARISON SCHEDULE  
CAPITAL PROJECTS FUND  
FOR THE YEAR ENDED JUNE 30, 2021**

	<b>Budget Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
Budgetary Fund Balance, July 1	\$ -	\$ -	\$ -	\$ -
<b>Resources (Inflows):</b>				
Transfers in	-	995,000	931,953	(63,047)
<b>Amounts Available for Appropriations</b>	<b>-</b>	<b>995,000</b>	<b>931,953</b>	<b>(63,047)</b>
<b>Charges to Appropriations (Outflows):</b>				
Capital outlay	30,000	995,000	931,953	63,047
<b>Total Charges to Appropriations</b>	<b>30,000</b>	<b>995,000</b>	<b>931,953</b>	<b>63,047</b>
<b>Budgetary Fund Balance, June 30</b>	<b>\$ (30,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA6

**MEETING DATE:** December 7, 2021

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

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

**PREPARED BY:** Chardelle Smith, Board Secretary *CS*

**SUBJECT:** **BOARD REORGANIZATION - SELECTION OF THE 2022 BOARD CHAIR AND VICE CHAIR**

---

## **BACKGROUND**

The Bylaws and Policies of the Big Bear Fire Authority (Bylaws) establishes the rules and process for selecting a Chairman and Vice Chair of its Board. At its regular meeting in the last quarter of each calendar year, or as soon thereafter as reasonably possible, the Board shall select from amongst its members its Board Chair and Vice Chair for the following year by the following process:

1. The Chairman shall open the nominations for the subsequent Board Chair.
2. The Chairman shall then close nominations, and the Board shall vote to elect the new Board Chair.
3. Immediately upon election, the newly elected Board Chair shall assume all duties and responsibilities of the Chairman.
4. The newly elected Board Chair shall then open the nominations for the Vice Chair.
5. The Board Chair shall close the nominations, and the Board shall vote to elect the new Vice Chair.
6. Immediately upon election, the newly elected Vice Chair shall assume all duties and responsibilities of the Vice Chair.

The Board Chair shall alternate between the member agencies each year, such that the Board Chair selected for the following year shall not be from the same member agency that provided that Chairman for the current year. The Vice Chair shall rotate each year in the same manner as the Board Chair.

## **DISCUSSION**

The Chairman for the 2021 calendar year has been Randall Putz, a Director of Big Bear Lake Fire Protection District. Therefore, a new Board Chair from the Big Bear City Community Services District must be nominated and elected to fill the position of Board Chair for 2022. The Vice Chairman for the 2021 calendar year has been John Green, a Director from Big Bear City Community Services District. Therefore, a new Vice Chair from the Big Bear Lake Fire Protection District must be nominated and elected to fill the position for 2022.

**RECOMMENDATION**

Staff recommends:

1. The Chairman shall open nominations for a new Board Chair of the Big Bear City Community Services District to be approved by vote of the Board.
2. The newly elected Board Chair shall immediately take over the proceedings of the Board and open nominations for a Vice Chair from the Big Bear Lake Fire Protection District to be approved by a vote of the Board.





# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA7

**MEETING DATE:** December 7, 2021

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

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

**PREPARED BY:** Chardelle Smith, Board Secretary *CS*

**SUBJECT:** **Annual Fire Hazard Abatement Inspections**

---

## **BACKGROUND**

Through the California Fire Code, Public Resource Code, and local Ordinance, each property owner is required to abate fire hazards annually and to maintain the property in such a condition to prevent or reduce rapid fire propagation across the landscape. When properties are correctly abated, the potential of structure ignition is greatly reduced. This, in turn, reduces the opportunity for structure-to-structure ignitions, thereby creating safer neighborhoods, and a community one property at a time.

There is also a range of codes, regulations, and programs that work in concert with each other that are designed to fire harden properties and structures. Defensible space regulations, building code regulations, landscape regulations, thinning of trees and brush, reduction of ladder fuels, and spacing and grouping of vegetative species just to name a few. Annual fire hazard abatement inspections are currently outsourced to San Bernardino County Land Use Services.

## **DISCUSSION**

The Fire Authority and its member agencies have historically used San Bernardino County Land Use Services to provided annual fire hazard abatement inspections. This has been the case for decades. The inspections, noticing, citation, and abatement process have been conducted through County process. Over the years, the process has improved through technology that enabled some modification of County process that better suited the Big Bear Community. The quality and range of the annual inspection program has varied over the years, with some years being better than others.

In the past, previous Boards have indicated a desire to possibly terminate the contract with County Land Use Services and perform this public safety function in house. Through advances in technology, Staff believes the idea of performing annual fire hazard abatement inspections in house is worthy of a full discussion with the Board. Another factor to consider is the past two

years, California has experienced the worst years on record regarding number of acres burned and structures lost.

In many respects, Big Bear is considered progressive and a leader in fire safety. The Wood Shake Shingle replacement program and the Native Shrub and Brush ordinance are offered as examples of leading the way. Staff believes there is merit in giving reconsideration to the annual Fire Hazard Abatement inspection process with focus being placed on increased property owner compliance and improved commitment to maintain properties and structures in a fire hardened condition.

### **FISCAL IMPACT**

None at this time.

### **RECOMMENDATION**

Staff recommends that the Board assign this item to the Administrative Committee for more in depth discussion with Staff and return the findings of the Committee to the Board for further consideration.

Alternatively, the Chairman of the Board could assign a single purpose Ad-Hoc committee for further discussion with Staff.

FOR COUNTY USE ONLY



F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	FAS Vendor Code	<b>SC</b>	Dept. <b>WAB</b>	<b>A</b>	Contract Number <b>15-496</b>	
<input type="checkbox"/> Change					ePro Vendor Number	
<input type="checkbox"/> Cancel					ePro Contract Number	
County Department <b>Land Use Services</b>			Dept. <b>WAB</b>	Orgn. <b>WAB</b>	Contractor's License No.	
County Department Contract Representative <b>Andy Wingert, Code Chief</b>			Telephone <b>(909)387-8178</b>		Total Contract Amount <b>\$47,317.56</b>	
<input checked="" type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		Contract Type		<input type="checkbox"/> Other:
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date <b>07/1/2015</b>	Contract End Date	Original Amount \$	Amendment Amount	
Fund <b>AAA</b>	Dept. <b>CEN</b>	Organization <b>ENF</b>	Appr.	Obj/Rev Source <b>9800</b>	GRC/PROJ/JOB No.	Amount <b>\$ 47,317.56</b>
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name <b>Fire Hazard Abatement Svcs</b> <b>Big Bear Fire Authority</b>			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name  
**Big Bear Fire Authority**  
Address  
**41090 Big Bear Boulevard**  
**Big Bear Lake, CA 92315**  
Telephone  
**(909) 866 - 7566**

hereinafter called **FIRE AUTHORITY**

IT IS HEREBY AGREED AS FOLLOWS:

This Agreement is entered into this 1st day of July, 2015, by and between the County of San Bernardino Land Use Services Department (LUSD) and The Big Bear Fire Authority (FIRE AUTHORITY).

WHEREAS, LUSD administers a Fire Hazard Abatement Program within the unincorporated areas of San Bernardino County pursuant to San Bernardino County Code Section 23.0301, et seq.;

WHEREAS, FIRE AUTHORITY was created through a Joint Exercise of Powers Agreement by and between the Big Bear City Community Services District and the Big Bear Lake Fire Protection District, for the purpose of fire prevention, suppression, and fire hazard abatement;

Auditor-Controller/Treasurer/Tax Collector Use Only		CAO Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS	Not required for mid fiscal year cancellations	
input Date	Keyed By	Effective Date	Analyst Initials

**WHEREAS**, the area of the FIRE AUTHORITY is the geographic area encompassing the total combined jurisdictional boundaries of the Big Bear Community Services District and the Big Bear Lake Fire Protection District;

**WHEREAS**, FIRE AUTHORITY has the power to enter into contracts for services with local government agencies;

**WHEREAS**, FIRE AUTHORITY desires that fire hazard abatement services be provided within its jurisdiction by LUSD and LUSD agrees to perform these services as set forth herein;

**WHEREAS**, FIRE AUTHORITY desires LUSD to enforce those provisions of FIRE AUTHORITY Ordinance No. BBFA2014-001 relating to fire hazard abatement, administration, and enforcement; and designates LUSD enforcement officers as FIRE AUTHORITY fire code officials authorized to carry out the enforcement of the Ordinance's fire hazard abatement;

**WHEREAS**, FIRE AUTHORITY has the funds available to recompense LUSD for fire hazard abatement services in the areas of the FIRE AUTHORITY's responsibility; and

**WHEREAS**, FIRE AUTHORITY finds LUSD qualified to provide fire hazard abatement services in the areas of the FIRE AUTHORITY's responsibility.

**NOW THEREFORE**, LUSD and FIRE AUTHORITY mutually agree to the following terms and conditions:

#### **I. LUSD GENERAL RESPONSIBILITIES**

- A. LUSD will perform fire hazard abatement, administration, and enforcement in accordance with the fire hazard abatement, administration, and enforcement provisions and requirements of FIRE AUTHORITY's Ordinance No. BBFA2014-001.

#### **II. FIRE AUTHORITY GENERAL RESPONSIBILITIES**

- A. FIRE AUTHORITY shall authorize LUSD to perform fire hazard abatement, administration, and enforcement within FIRE AUTHORITY areas and shall designate LUSD enforcement officers as FIRE AUTHORITY fire code officials and designees of the fire chief in order to carry out the above stated Ordinance's fire hazard abatement, administration, and enforcement provisions and requirements.
- B. FIRE AUTHORITY shall compensate LUSD for services as set forth in **Section III SERVICES PROVIDED**.

#### **III. SERVICES PROVIDED**

LUSD's Fire Hazard Abatement Program will provide the following services to the FIRE AUTHORITY:

1. Conduct initial property survey once per year to locate and identify fire hazards.
2. Prepare and mail abatement notices to the owners of the properties in violation.
3. Conduct follow-up inspections to determine compliance.
4. Conduct enforcement operations for properties that have not been brought into compliance, including but not limited to, issuance of administrative citations that subject the owners to civil monetary

penalties, and conducting abatement of violations at the owners' expense, with said properties subject to having a lien placed upon it.

5. Respond to calls for service consisting generally of complaints received from the public concerning properties with fire hazards.
6. Provide assistance with telephone calls and written correspondence relating to the notices and administrative citations.
7. Enforce the provisions of the FIRE AUTHORITY Ordinance, stated above, with respect to any and all properties LUSD deems necessary for the public health, safety and welfare.

#### **IV. COMPENSATION**

- A. FIRE AUTHORITY shall compensate the LUSD for services as set forth in Section III SERVICES PROVIDED.
- B. Compensation for this Agreement is based on the number of parcels identified and verified by the San Bernardino County Land Use Services Department. The FIRE AUTHORITY'S contract rate per parcel per survey is \$1.74 and there are 27,194 parcels to be serviced for a total of \$ 47,317.56 per year. In the event there are additional parcels identified for services, the LUSD will contact the FIRE AUTHORITY for approval prior to providing services on the additional parcels.
- C. LUSD will invoice FIRE AUTHORITY by December of each contract year for services provided based on number of parcels serviced during that timeframe. Payment is due sixty (60) days after date of invoice.
- D. Payment for services shall be by check or money order, payable to "County of San Bernardino," and shall be mailed or delivered to the address listed in Section XIV NOTICES of this Agreement.
- E. The Director of LUSD, or authorized designee, has the authority to determine the contract cost per parcel and submit a new proposed cost per parcel no later than January 1 to be effective May 1 of each year. If no new cost per parcel is proposed by the LUSD, then the previous year's cost per parcel shall be applicable for the ensuing year. If a rate change is proposed, the FIRE AUTHORITY shall then have sixty (60) days in which to notify the LUSD in writing of their decision to reject such new cost per parcel and terminate this Agreement or accept the new cost per parcel and continue this Agreement for the ensuing year.

#### **IV. ENFORCEMENT**

- A. In the event of a property owner's noncompliance with a notice to abate, the FIRE AUTHORITY authorizes the LUSD to conduct the following enforcement operations within the FIRE AUTHORITY'S jurisdiction and geographical area:
  1. Pursuant to Government Code § 53069.4, administrative citations and penalties in the same manner as provided in § 11.0208 of the San Bernardino County Code, adopted herein for this specific purpose.
  2. Criminal actions pursuant to San Bernardino County Code § 23.0317 in the same manner as provided in § 11.0206 of the San Bernardino County Code, adopted herein for this specific purpose.

3. Civil actions pursuant to San Bernardino County Code § 23.0318 in the same manner as provided in § 11.0207 of the San Bernardino County Code, adopted herein for this specific purpose.

B. FIRE AUTHORITY waives any and all claims to recovery of any and all monetary enforcement penalties and/or abatement costs sought and/or recovered by LUSD as a result of any and all enforcement actions taken against owners and/or occupants of properties subject to this Agreement and hereby assigns all of its rights to all such claims to the LUSD.

## **V. APPLICABLE LAW**

Both FIRE AUTHORITY and LUSD agree and acknowledge that his Agreement shall be construed and interpreted and enforced in accordance with the laws of the State of California. The Parties further agree that jurisdiction and venue for any legal action based upon this Agreement shall lie with the Superior Court of the State of California, in and for the County of San Bernardino.

## **VI. ASSIGNMENT**

Neither this Agreement nor any clause or provision contained herein may be assigned, transferred or released without the express written consent of the parties here to.

## **VII. CHANGES OR MODIFICATIONS**

No part of this Agreement may be modified, altered, amended, waived or changed without the express written consent of both parties, signed by the authorized representative(s) of LUSD and FIRE AUTHORITY.

## **VIII. RECIPROCAL/MUTUAL INDEMNITY – HOLD HARMLESS**

A. FIRE AUTHORITY agrees to indemnify and hold harmless LUSD, its officers, employees, agents and volunteers from any and all claims, losses, actions and/or liabilities for injury to persons and damage to property arising out of any negligent act or omission of FIRE AUTHORITY, its officers, employees, agents or volunteers in connection with the performance of this Agreement.

B. LUSD agrees to indemnify and hold harmless FIRE AUTHORITY, its officers, employees, agents and volunteers from any and all claims, liabilities and/or actions for injury to persons and damage to property arising out of any negligent act or omission of LUSD, its officers, employees, agents or volunteers in connection with the performance of this Agreement.

## **IX. SELF-INSURANCE**

LUSD and FIRE AUTHORITY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

## **X. COMPARATIVE FAULT**

In the event that LUSD and/or FIRE AUTHORITY are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, LUSD and/or FIRE AUTHORITY shall indemnify the other to the extent of its comparative fault.

## **XI. TERM**

This Agreement shall take effect on the date it is signed by both parties and will remain in effect until terminated by either party in accordance to the provisions set forth in Section XII EARLY TERMINATION.

## **XII. EARLY TERMINATION**

- A. This Agreement may be terminated without cause upon sixty (60) days written notice by either party. The Fire Chief, or his/her appointed designee, is authorized to exercise FIRE AUTHORITY'S rights with respect to any termination of this Agreement. The Director of LUSD, or his/her appointed designee, has authority to terminate this Agreement on behalf of LUSD.
- B. Fire Authority will be invoiced for unpaid services prior to the termination date. Payment is due within sixty (60) days of invoice date.

## **XIII. MISREPRESENTATION**

If during the course of the administration of the Agreement, the it is determined that either party has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to either party by the other, this Agreement may be immediately terminated.

## **XIV. NOTICES**

When notices are required to be given pursuant to this Agreement, the notices shall be in writing and mailed or hand delivered with receipt to the following respective addresses listed below:

**LUSD:**

County of San Bernardino  
Land Use Services Department  
ATTN: Andy Wingert, Code Chief  
385 N. Arrowhead Avenue, 1<sup>st</sup> Floor  
San Bernardino, CA 92415-0187

**FIRE AUTHORITY:**

The Big Bear Fire Authority  
ATTN: Jeff Willis, Fire Chief  
41090 Big Bear Blvd.  
Big Bear Lake, CA 92315

Each party shall notify the other in writing of any change in mailing address and/or physical location within ten (10) business days of the change, and shall immediately notify each other of changes in telephone or fax numbers.

## **XV. SEVERABILITY**

If any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable, such portion shall be deemed severed.

**XVI. ATTORNEYS' FEES AND COSTS**

In the event either of the parties resorts to litigation to resolve any dispute or claim of any kind arising from any of the rights or duties established by this Agreement, or to enforce or prevent the breach of any provision of this Agreement as set forth herein or for any other purpose, for damages by reason of any alleged breach of any provision of this Agreement, or for declaration of such party's rights or obligations under this Agreement, or for any other judicial remedy at law or at equity; both parties, their successors in interest, representatives, employees, and agents shall each bear their own attorney's fees and costs relating to all expenses incurred through such litigation regardless of the nature of the action.

**XVII. DISPUTES**

The Parties agree to attempt to resolve any disputes arising out of this Agreement informally and in good faith. Each Party reserves the right to suspend work or terminate this Agreement in the event a dispute is not satisfactorily resolved.

**XVIII. FULL UNDERSTANDING**

This Agreement represents the full and complete understanding of the parties and supersedes all prior oral and written agreements, contracts, or understanding between the parties. Any amendment to this Agreement shall be in writing, signed by both parties.

**XIX. SUCCESSORS AND ASSIGNS**

Each of the terms of this Agreement shall be binding upon each of the parties and their respective successors-in-interest, assigns, designees, and their respective representatives, agents, and employees thereof.

**XX. CONCLUSION**

- A. This Agreement, consisting of seven (7) pages, is the full and complete document describing services to be rendered by LUSD to FIRE AUTHORITY.
- B. The signatures of the parties affixed to this Agreement affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

COUNTY OF SAN BERNARDINO

[Signature]  
James Ramos, Chairman, Board of Supervisors

Dated: JUN 28 2015

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



Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
By [Signature]  
Deputy

THE BIG BEAR FIRE AUTHORITY  
(Print or type name of corporation, company, contractor, etc.)

By [Signature]  
(Authorized signature - sign in blue ink)

Name JEFF WILLES  
(Print or type name of person signing contract)

Title Fire Chief  
(Print or Type)

Dated: 6-15-15

Address PO Box 2830  
Big Bear Lake, CA 92315

Approved as to Legal Form  
[Signature]  
John Tubs II, Deputy County Counsel  
Date 6/16/15

Reviewed by Contract Compliance  
[Signature]  
Tricia Munoz, Staff Analyst II  
Date 6-16-15

Presented to BOS for Signature  
[Signature]  
Tom Hudson, Director  
Date 6.16.2015

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

June 23, 2015

**FROM: TOM HUDSON, Director  
Land Use Services Department**

**SUBJECT: REVENUE CONTRACT BETWEEN COUNTY OF SAN BERNARDINO LAND  
USE SERVICES DEPARTMENT AND THE BIG BEAR FIRE AUTHORITY FOR  
FIRE HAZARD ABATEMENT SERVICES**

**RECOMMENDATION(S)**

Approve revenue Contract No. 15-496 with Big Bear Fire Authority, for Land Use Services Department to provide fire hazard abatement services, to the Big Bear Fire Authority in an estimated annual amount of \$47,318, commencing on July 1, 2015, and continuing until terminated.

(Presenter: Andy Wingert, Chief of Code Enforcement, 387-8178)

**BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**Maintain Public Safety.**

**Pursue County Goals and Objectives by Working with Other Governmental Agencies.**

**FINANCIAL IMPACT**

Approval of this revenue contract will not require the use of any additional Discretionary General Funding (Net County Cost). The amount of this Agreement is based on the number of parcels inspected by County Land Use Services Department (LUSD) Fire Hazard Abatement (FHA) staff at a rate of \$1.74 per parcel. The total number of parcels inspected under this agreement is 27,194. This parcel count has been verified by County FHA staff. The estimated total of \$47,318 will be included in a future Quarterly Countywide Budget Report presented to the Board of Supervisors (Board) for approval and will be included in future recommended budgets.

**BACKGROUND INFORMATION**

LUSD provides fire hazard and weed abatement services through the FHA Program in the unincorporated areas of the Mountain, Desert, and Valley regions of San Bernardino County, as well as some incorporated cities. The Big Bear Fire Authority (BBFA) is part of the Mountain region. The LUSD FHA program has provided contract services to the incorporated City of Big Bear Lake Fire Protection District (BBLFPD) and unincorporated Big Bear City Community

Page 1 of 2

cc: LUSD-Wingert w/agree  
Contractor c/o Dept. w/agree  
ATC-Acct. Pay. Mgr. w/agree  
EBIX-BPO c/o Risk  
LUSD-Hudson  
CAO-Snoke  
File -w/agree  
mc 6/30/15

**ITEM 50**

Record of Action of the Board of Supervisors  
**APPROVED (CONSENT CALENDAR)**  
COUNTY OF SAN BERNARDINO  
Board of Supervisors

MOTION	MOVE	AYE	AYE	SECOND	AYE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY \_\_\_\_\_

DATED: June 23, 2015

**REVENUE CONTRACT BETWEEN COUNTY OF SAN BERNARDINO LAND  
USE SERVICES DEPARTMENT AND THE BIG BEAR FIRE AUTHORITY  
FOR FIRE HAZARD ABATEMENT SERVICES  
JUNE 23, 2015  
PAGE 2 OF 2**

Services District Fire Department (CSD) since 1987. In 2014, the BBLFPD and CSD merged to form the BBFA.

On June 1, 1987, the Board approved the most recent contract (agreement 87-298) with the CSD and on June 10, 2010 (Item No. 62), the Board approved the most recent contract, in the amount of \$19,314, with the BBLFPD, allowing for FHA services. These agreements did not expire, but this new revenue contract is necessitated by the creation of the BBFA.

Approval of this new contract ensures adequate compensation to the County for the current level of fire hazard abatement services provided by the County's FHA Program and will ensure the fire hazard abatement policies and procedures remain uniform in the Mountain Region of the County.

This contract will become effective on July 1, 2015, and will continue until terminated. The agreement may be terminated without cause upon 60 days written notice by either party. Amendments to this contract to ensure FHA costs to provide this service are fully recovered will be submitted for Board approval in future years, as necessary.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (John Tubbs II, Deputy County Counsel, 387-5455) on April 24, 2015; Finance (Luther Snoke, Administrative Analyst, 387-4345) on June 2, 2015; and County Finance and Administration (Mary Jane Olhasso, Assistant Executive Officer, 387-4599) on June 5, 2015.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA8

**MEETING DATE:** December 7, 2021

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

**FROM:** Jeff Willis, Fire Chief

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

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

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## **BACKGROUND:**

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

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

## **DISCUSSION:**

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

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

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

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

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

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

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

That the Board of Directors introduce, read by title only, and waive the first full reading of No. BBFA2021-002 (Attachment A) as presented.

Attachment A: Ordinance No. BBFA2021-002

**ORDINANCE NO. BBFA2021-002**

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

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

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

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

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

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

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

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

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

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

Section 1. Penalties and Applicability

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

Section 2. Definitions

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

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

### Section 3. Administrative Citation

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



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

C. Each administrative citation shall contain the following information:

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

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

Section 4. Amount and Payment of Fines

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

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

D. Payment of the Fine

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

Section 5. Civil Actions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Appeal Hearing Upon Request

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

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

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

#### Section 8. Advance Deposit Hardship Waiver

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

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

#### Section 9. Dismissal of Citation

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

#### Section 10. Appeals Board

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

#### Section 11. Hearing Procedure

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

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

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

#### Section 12. Appeals Board's Decision

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



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

#### Section 13. Failure to Pay Fines

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

#### Section 14. Right to Judicial Review

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

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

Section 15. Notices

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

Section 16. Civil or Criminal Actions Not Affected

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

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

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

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

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

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman  
Big Bear Fire Authority

ATTEST:

\_\_\_\_\_  
Chardelle Smith  
Board Secretary  
Big Bear Fire Authority

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Witness my hand and the official seal of said Authority this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Chardelle Smith  
Board Secretary  
Big Bear Fire Authority



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA9

**MEETING DATE:** December 7, 2021

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

**FROM:** Jeff Willis, Fire Chief

**PREPARED BY:** Staff and Agency Legal Counsel

**SUBJECT:** **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION**

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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.

At the May 19, 2021 board meeting, the board authorized the Fire Chief to enter into a sales agreement with Boise Mobile Equipment for the purchase of a Type 3 Brush Engine, which was budgeted at \$450,000 as a part of the board-approved three-year fleet replacement plan. A \$50,000 deposit was made in May of 2021, with the anticipation of obtaining financing for the balance when the delivery date approached. The estimated delivery date is the end of January 2022.

At the October 5<sup>th</sup> board meeting, the Board approved the purchase of a Pierce Arrow XT Tower from South Coast Fire Equipment. Staff was directed to develop and execute a purchase agreement, research financing options and deliver purchase and loan documents to the December 7<sup>th</sup> board meeting. The budget for the ladder truck was also approved as a part of the three-year fleet replacement plan at \$1,700,000. A \$500,000 down payment is included in the current year

Resolution authorizing the execution and delivery of a master equipment lease/purchase agreement and separate schedules thereto for the acquisition, financing and leasing of certain equipment.

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budget, which will include developer impact fees transferred to the Fire Authority from the City of Big Bear Lake in the amount of \$400,000.

The combined balances to be financed are \$400,000 for the Type 3 Brush Engine and \$1,200,000 for the ladder truck.

**PURPOSE:**

The purpose of this agenda item is to adopt a resolution authorizing the Big Bear Fire Authority (“Authority”) to enter into a lease/purchase agreement and separate schedules to finance portions of the cost of certain public safety equipment in an amount not to exceed \$1,600,000, and taking other actions relating thereto.

**DISCUSSION:**

The Authority is a joint powers authority formed pursuant to a Joint Powers Agreement (“JPA”) between the Big Bear City Community Services District (“CSD”) and the Big Bear Lake Fire Protection District (“FPD”).

The Authority is considering the purchase of certain fire protection equipment, including a ladder truck and brush engine (“Equipment”). The Authority has been working with its municipal advisor and Banc of America Public Capital Corp (or one of its affiliates) (“Lessor”) to structure a cost-effective financing mechanism to acquire the Equipment and spread the financed portion of the cost of the Equipment (\$1,600,000) over a period of 10 years.

In order to finance the Equipment, the Authority will be required to enter into a Master Equipment Lease/Purchase Agreement with the Lessor (the “Lease”). Pursuant to the Lease, the Authority will lease the Equipment engine from the Lender in exchange for rental payments, which represent the fair rental value of the Equipment and which equal a portion of the total value of the Equipment as well as interest. The Lessor has offered to finance such amounts at an interest rate of 1.775% over a 10-year term. The Lease is pre-payable in full, without penalty, after 5 years. The Authority would make a covenant in the Lease to budget and appropriate funds each year sufficient to make annual rental payments on the Equipment. If the Authority fails to budget and appropriate funds, certain remedies are included in the Lease which include return of the equipment.

By approving the attached resolution, the Authority is agreeing to the terms of the Lease, including all covenants, warranties, and representations included therein. A copy of the Lease, as well as the remainder of the financing documents, has been presented to the Board at this meeting and is also available with the Secretary of the Board for review. Approving the resolution will also authorize the Chairperson of the Board and the Fire Chief to execute any and all additional documents necessary to consummate this transaction within the limitations provided in the resolution, and to make such revisions or additions to the Lease as necessary or advisable.

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**FISCAL IMPACT**

If approved, the proposed action would result in up to \$1,600,000 in debt, payable from amounts budgeted and appropriated annually therefore, with interest at a rate of 1.775%, all as more specifically set forth in Exhibit A to Resolution No. BBFA2021-007 hereto.

**RECOMMENDATION:**

It is recommended that the Board of Directors:

Adopt Resolution No. BBFA2021-007 and approve the following attachments.

**Attachments:**

A: Resolution No. BBFA2021-007

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

C: Master Equipment Lease/Purchase Agreement – Banc of America Public Capital Corp

D: Equipment Schedule

E: Escrow and Account Control Agreement

F: Collateral Assignment of Purchase Agreement

G: Closing Index

**RESOLUTION NO. BBFA2021-007**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION**

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

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

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

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the “Agreement”) with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the “Lessor”), substantially in the proposed form presented to the Board at this meeting and separate Schedules thereto substantially in the form attached to the Agreement, subject to such revisions and amendments deemed necessary or beneficial to the parties thereto, as evidenced by the execution of such documents; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided; and

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



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

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

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

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Board Chairperson or Fire Chief of the Lessee (the “Authorized Officials”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$1,600,000; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed ten years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary

in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

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

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

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

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

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

**PASSED, APPROVED, AND ADOPTED** this 7th day of December, 2021.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Date

\_\_\_\_\_  
[ ]  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

\_\_\_\_\_  
Chardelle Smith  
Secretary, Big Bear Fire Authority

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

I, Chardelle Smith, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2021-007 was duly passed and adopted by the said Board, approved and signed by the Chair of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the 7th day of December, 2021, and that the same was so passed and adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Witness my hand and the official seal of said Authority this 7th day of December, 2021.

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Chardelle Smith  
Secretary,  
Big Bear Fire Authority

## EXHIBIT A

### Big Bear Fire Authority Fire Equipment Lease (Private Placement)

#### SB 450 Summary / Government Code 5852.1\*

<b>A. True Interest Cost (TIC) of the Bonds</b>	<b>1.775%</b> <sup>1</sup>
<b>B. Sum of all fees and charges paid to 3rd parties</b>	<b>\$0</b>
No fees paid from proceeds	0 <sup>2</sup>
<b>C. Bond Proceeds Net of Reserves, Capitalized Interest and 3rd Party Fees and Charges</b>	<b>\$1,600,000</b>
Net proceeds	1,600,000 <sup>1</sup>
Less Reserve Fund	0 <sup>1</sup>
Less Sum of all fees and charges paid to 3rd parties	0 <sup>1</sup>
Less Capitalized Interest	0 <sup>1</sup>
<b>D. Total Payment Amount</b>	<b>\$1,779,320</b>
Total Principal and Interest to Maturity**	1,779,320 <sup>1</sup>

\*Summary reflects good faith estimates as of 12/1/21 based on Banc of America Public Capital Corp's proposal dated 11/22/21

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

Sources:

<sup>1</sup> Based on Banc of America Public Capital Corp proposed terms on 11/22/21

<sup>2</sup> No Costs of Issuance paid from the proceeds of the financing

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

This Purchase Agreement ("Agreement") dated as of \_\_\_\_\_, 2021, ("Effective Date") is made by and between the Big Bear Fire Authority ("Authority"), a California Joint Powers Authority, and South Coast Fire Equipment ("Seller").

**AGREEMENT**

1. Purchase and Sale.

- 1.1 Sale and Price. Seller agrees to sell to the Authority and the Authority agrees to purchase one (1 **Pierce® 100' Heavy Duty Aerial Tower** ("Tower") per the **Scope of Work** attached hereto and incorporated herein as Exhibit "A" entitled **Arrow XT Mid Mount Tower Bid Spec(9/9/21)** and per the **Specifications** referred to as Exhibit "B." The total purchase price for the Pumper is One Million, Five Hundred Twelve Thousand, Eight Hundred Six Dollars and Forty-Two Cents \$1,512,806.42 ("Purchase Price") as shown in Attachment "A."
- 1.2 Payment and Transfer of Ownership. The Purchase Price shall be paid by the Authority within thirty (30) days of the delivery and acceptance of the Tower following the time period established for the Authority's Inspection as set forth below ("Time of Purchase"). At the Time of Purchase, title to the Tower shall pass to the Authority as evidenced by the Seller's delivery to Authority of an executed copy of the Certificate of Ownership attached hereto as Exhibit "B."
- 1.3 Delivery. Seller shall deliver the Tower in new condition, all transportation charges prepaid, subject to the approval of the Authority pursuant to the Authority's Inspection described herein, at a location designated by the Authority, in Big Bear Lake, California, within 450-510 days of the Execution Date or at such other time as the parties mutually agreed upon. All costs for delivery, drayage, freight, insurance and for the packaging of the Tower are to be borne by Seller. Should there be, at any time, a decrease in price of the Pumper; a corresponding decrease will be made in the prices quoted. Seller shall notify the Authority by letter in the event of any such decline in prices. All material furnished will be subject to inspection and approval of the Authority upon delivery.

2. Liquidated Damages.

- 2.1 All time limits stated in this Agreement shall be in calendar days. Should delivery not be completed on or before the time stipulated herein, it is mutually agreed and understood by and between the Authority and Seller that:
- 2.1.1 A delay could seriously affect the public and the operation of the Authority's Fire Department.
- 2.1.2 It is, impractical and extremely difficult to determine the actual damage, which the Authority will sustain by reason of such delay.

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

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



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

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

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

If to Authority:

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

If to Seller:

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

Attn: \_\_\_\_\_

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

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

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

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

**BIG BEAR FIRE AUTHORITY**

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

Name: Jeff Willis

Title: Fire Chief

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

**SOUTH COAST FIRE EQUIPMENT**

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

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

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

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

**EXHIBITS:**

A – Scope of Work

B – Specifications

C – Certificate of Ownership and Transfer of Title

**EXHIBIT "B"**  
**SPECIFICATIONS**

1. Conformance. The Tower shall conform to the recommendations of the latest addition of the National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus unless otherwise stated in the specifications. The Tower shall comply in every respect with the latest editions of the Vehicle Administrative codes of the State of California, Federal Motor Vehicle Safety Standards, and provisions of the Occupational Safety and Health Act.
2. Road Performance Tests.
  - 2.1 General. The road performance tests shall be conducted with the Tower loaded to its maximum GVWR simulating a full complement of hose, personnel, tools, 300 gallons of water, and full DEF and fuel tanks. It will be the manufacturer's responsibility to provide a certified weight certificate at time of the test.
  - 2.2 Acceleration and Braking. Acceleration and Braking performance shall be at the requirements listed in NFPA 1901.
  - 2.3 Top Speed. The Tower shall be capable of obtaining and sustaining a top speed of 60 mph on a level paved surface with the engine not exceeding its governed speed/RPM.
3. Grade Ability. The Tower shall be capable of ascending a twenty percent (20%) grade at a speed of not less than twenty-five miles per hour (25 mph).
4. Turn Ability. The Tower shall be capable of executing both left and right turns with a vehicle clearance radius of not more than thirty-six (36) feet.
5. Braking Performance. Service and parking brake stopping and brake holding performance shall meet all Federal and State of California laws and standard. The parking brake shall be capable of holding the fully loaded Tower on a twenty-five percent (25%) grade.
6. Pump System Performance Tests. The fire pump on the completed fire Tower shall be thoroughly run-in before being delivered, and the manufacturer's pump test shall comply with the latest addition of NFPA 1901. The pumping system, including the pressure control device, priming device, and tank, shall be certified by a nationally recognized testing laboratory in accordance with the certification tests requirements of the latest addition of NFPA 1901. Certification testing shall be done by Seller.
7. Aerial Device "Platform" System Performance Tests. The Platform on the completed fire Tower shall be thoroughly run-in before being delivered, and the manufacturer's Platform test shall comply with the latest addition of NFPA 1901. The Platform system, including the pressure control device, hydraulic system and ladder, shall be certified by a nationally recognized testing laboratory in accordance with the certification tests requirements of the latest addition of NFPA 1901. Certification testing shall be done by Seller.

**EXHIBIT "C"**

**CERTIFICATE OF OWNERSHIP**  
**AND TRANSFER OF TITLE**

Seller, South Coast Fire Equipment hereby certifies, pursuant to the terms of the “**Fire Engine Purchase Agreement By and Between the Big Bear Fire Authority and South Coast Fire Equipment.**” (“Purchase Agreement”) that Seller possesses good and marketable title to the Tower, as defined in the Purchase Agreement, and hereby transfers free and clear title to said Tower to the Big Bear Fire Authority for valuable consideration this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**SOUTH COAST FIRE EQUIPMENT**

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

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

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

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

**MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT**

This Master Equipment Lease/Purchase Agreement (the “*Agreement*”) dated as of December 22, 2021, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and the Big Bear Fire Authority, a California Joint Powers Authority (“*Lessee*”).

**WITNESSETH:**

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I**

*Section 1.01. Definitions.* The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient for the purpose of acquiring and installing the Equipment listed in such Lease.

“*Acquisition Period*” means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Equipment Schedule during which the Acquisition Amount attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

“*Agreement*” means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

“*Casualty Value*” means, with respect to each Lease, the amount that is shown on the Payment Schedule for each Rental Payment Date under the column titled either (i) the Prepayment Price or (ii) the “Casualty Value,” if any.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“*Commencement Date*” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in such Lease.

“*Contract Rate*” means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

“*Disbursement Request*” means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

“*Equipment*” means, with respect to each Lease, the property listed in the related Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“*Equipment Costs*” means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor’s prior consent.

“*Equipment Schedule*” means each separately numbered Equipment Schedule, substantially in the form of either *Exhibit A-1* (general Equipment) or *Exhibit A-2* (energy services Equipment) hereto, together with the related Payment Schedule.

“*Escrow Account*” means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement.



*“Escrow Agent”* means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

*“Escrow Agreement”* means, with respect to each Lease for which an Escrow Account is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

*“Event of Default”* means an Event of Default described in Section 12.01.

*“Event of Non-appropriation”* means, with respect to a Lease, the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

*“Lease”* means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

*“Lease Term”* means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

*“Lessee”* means the entity referred to as Lessee in the first paragraph of this Agreement.

*“Lessor”* means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

*“Material Adverse Change”* means (a) any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or S&P Global Ratings or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

*“Original Term”* means, with respect to each Lease, the period from the Commencement Date identified in the related Equipment Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Outstanding Balance*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“*Payment Schedule*” means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

“*Prepayment Price*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

“*Principal Portion*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“*Related Documents*” means, with respect to each Lease, the Lease, this Agreement and, if applicable, the related Escrow Agreement, each as may be amended and supplemented.

“*Renewal Terms*” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“*Rental Payment Date*” means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

“*Rental Payments*” means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“*SEC*” means the U.S. Securities and Exchange Commission.

“*State*” means the State of California.

“*Taxable Rate*” means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“*Vendor*” means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer,

installer or supplier with whom Lessee arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

"*Vendor Agreement*" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

## ARTICLE II

*Section 2.01. Representations and Covenants of Lessee.* Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a Joint Powers Authority of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes,

schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

### ARTICLE III

*Section 3.01. Lease of Equipment.* Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

*Section 3.02. Continuation of Lease Term.* Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and

to pay the Rental Payments due thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term for each Lease is within the sole discretion of the governing body of Lessee.

*Section 3.03. Non-appropriation.* Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor on or before the end of the applicable Original Term or Renewal Term for which Rental Payments have been appropriated for the applicable Lease (each, a "*Non-Appropriation Return Date*"). Lessor may take whatever action at law or in equity as may be necessary or desirable to enforce Lessee's obligations in the immediately preceding sentence. Without limiting or reducing in any way Lessee's obligations in the second preceding sentence or Lessor's rights in the immediately preceding sentence, if the Lessee fails to return the Equipment to Lessor on or before the applicable Non-Appropriation Return Date pursuant to this Section 3.03, Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

*Section 3.04. Conditions to Lessor's Performance.* (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Equipment Schedule, executed by Lessee;
- (ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent;
- (iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and

the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;

(iv) A Certificate completed and executed by the \_\_\_\_\_ or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;

(v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D*, and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(ix) If Lessee has designated the Lease then being entered into as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, a certificate substantially in the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(x) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles with Lessor’s interest noted thereon in accordance with the instructions of Lessor;

(xiii) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi) hereof), upon receipt of the documents described in Sections 5.01(a) and (b) hereof; or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Acquisition Amount for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

*Section 3.05. Evidence of Filing Form 8038-G.* As soon as it is available, with respect to each Lease under this Agreement, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for the applicable Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement or the applicable Lease, it shall not be an Event of Default hereunder or thereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for the applicable Lease with the Internal Revenue Service



## ARTICLE IV

*Section 4.01. Rental Payments.* Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

*Section 4.02. Interest and Principal Components.* A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

*Section 4.03. Rental Payments to Constitute a Current Expense of Lessee.* Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

*Section 4.04. Rental Payments to be Unconditional.* Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

*Section 4.05 Tax Covenants.* Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any

Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

*Section 4.06. Event of Taxability.* Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

*Section 4.07. Mandatory Prepayment.* If the Acquisition Amount for a Lease is deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earlier of (a) the expiration of the applicable Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (c) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

## ARTICLE V

*Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment.* (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a “Final Acceptance Certificate” in the form attached hereto as *Exhibit E*.

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04.

(ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

*Section 5.02. Quiet Enjoyment of Equipment.* So long as no Event of Default exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee’s quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

*Section 5.03. Location; Inspection.* Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor’s prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

*Section 5.04. Use and Maintenance of the Equipment.* Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

## ARTICLE VI

*Section 6.01. Title to the Equipment.* During the Lease Term under each Lease, and so long as Lessee is either not in default under Article XII hereof or an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01 hereof (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and

Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

*Section 6.02. Security Interest.* As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "Collateral"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

*Section 6.03. Personal Property; No Encumbrances.* Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

## ARTICLE VII

*Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.* Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

*Section 7.02. Insurance.* Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Casualty Value of the Equipment under such Lease or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability for bodily injury and property damage coverage (i) in such coverage amounts as may be required by Lessor for the applicable Equipment or (ii) in such minimum coverage amounts as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, and in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

*Section 7.03. Risk of Loss.* Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect

notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

*Section 7.04. Advances.* In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

*Section 8.01. Damage, Destruction and Condemnation.* If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment as determined and approved by Lessor in its sole discretion. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to prepay the obligations under the related Lease with respect to the damaged Equipment for an amount that shall be determined and approved by Lessor in its sole discretion.

For purposes of this Article VIII, the term “*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

*Section 8.02. Insufficiency of Net Proceeds.* If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## **ARTICLE IX**

*Section 9.01. Disclaimer of Warranties.* Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee’s acquisition of the Equipment under each Lease shall be on an “as is” basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee’s use of any item, product or service provided for in this Agreement or any Lease.

*Section 9.02. Vendor Agreements; Warranties.* Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.



## ARTICLE X

### *Section 10.01. Prepayment; Payment in Full.*

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the “*Prepayment Option Commencement Date*”), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee’s notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Casualty Value for such Lease *plus* (iii) all other amounts then owing thereunder OR, (B) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Casualty Value shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, the payment in full of all Rental Payments then due and all other amounts then owing under such Lease by Lessee to Lessor.

(c) Lessor’s security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor’s security interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) of this Agreement or (B) the applicable Casualty Value and all other amounts then owing under a Lease in accordance with Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term of a Lease

and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b) of this Agreement.

## ARTICLE XI

*Section 11.01. Assignment by Lessor.* (a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Equipment subject to the related Lease and in any related Escrow Account, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the

transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor's security interest in and to the related Escrow Account, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached hereto, within five (5) business days after its receipt of such request.

***Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.***

## ARTICLE XII

*Section 12.01. Events of Default Defined.* Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days of the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have

been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

*Section 12.02. Remedies on Default.* Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a “*Defaulted Lease*”):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Leases is located and retake possession of such Equipment or require Lessee at Lessee’s expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to each such Defaulted Lease

and other amounts related to each such Defaulted Lease that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under each such Defaulted Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

*Section 12.03. No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

*Section 12.04. Application of Moneys.* Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as

Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

### ARTICLE XIII

*Section 13.01. Notices.* All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately above the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

*Section 13.02. Binding Effect.* This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

*Section 13.03. Severability.* In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

*Section 13.04. Amendments, Changes and Modifications.* This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

*Section 13.05. Execution in Counterparts.* This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

*Section 13.06. Applicable Law; Venue; Waiver of Jury Trial.* This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

*Section 13.07. Captions.* The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

*Section 13.08. No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by the Lessor and any affiliate thereof are arm's-length commercial

transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

*Section 13.09. Entire Agreement.* The parties agree that this Agreement and each Lease hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

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

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

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

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

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

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



## LIST OF EXHIBITS

Exhibit A-1	Form of Equipment Schedule – General Equipment
Exhibit A-2	Form of Equipment Schedule – Energy Services Equipment
Exhibit B	Form of Payment Schedule
Exhibit C-1A	Form of Authorizing Resolution (Agreement)
Exhibit C-1B	Form of Authorizing Resolution (Lease)
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease)
Exhibit D	Form of Opinion of Counsel to Lessee
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Form of Bank Qualification Certificate
Exhibit H	Form of Notice and Acknowledgement of Assignment
Exhibit I	Form of Escrow and Account Control Agreement

**EXHIBIT A-1**

**FORM OF EQUIPMENT SCHEDULE NO. \_\_\_\_\_ - GENERAL EQUIPMENT**

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

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

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

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
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3. *Payment Schedule.*

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

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

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

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

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$\_\_\_\_\_. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. \_\_\_\_\_, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ \_\_\_\_\_.]

[OPTION: IF ESCROW AGREEMENT IS USED:

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

[OPTION: IF ESCROW AGREEMENT IS USED AND A SURETY BOND IS REQUIRED:

[8.] *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond (“Surety Bond”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor’s obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

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

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

[7][8][9]. *Lease Term.* The Lease Term shall consist of the Original Term and \_\_\_\_ consecutive Renewal Terms, with the final Renewal Term ending on \_\_\_\_\_, subject to earlier termination pursuant to the Agreement.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[8][9][10]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) *Registered Owner:* [\_\_\_\_\_]

(b)      *Lienholder:*                                       Banc of America Public Capital Corp  
  Northeast Center Building  
  2059 Northlake Parkway  
  Tucker, GA 30084-5321

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

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

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

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

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

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

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

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

**EXHIBIT A-2**

**FORM OF EQUIPMENT SCHEDULE NO. \_\_\_\_\_ - ENERGY SERVICES EQUIPMENT**

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

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

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

3. *Payment Schedule.*

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

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

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

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

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$\_\_\_\_\_. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule No. \_\_\_\_\_, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Equipment Schedule.

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

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation.*

(a) Lessee agrees that it shall (a) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under this Equipment Schedule; and (b) replace or rebuild any component of the Equipment under this Equipment Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Equipment Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Equipment Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Equipment Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Equipment Schedule with a similar component of comparable or improved make and model



that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under this Equipment Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Equipment Schedule, maintain or cause to be maintained liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage).

10. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Equipment Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Equipment Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Equipment Schedule, and any remaining amounts shall be payable to Lessee.

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

As a prerequisite to the performance by Lessor of any of its obligations under this Equipment Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section \_\_\_\_, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of

this Equipment Schedule, provided however, that no “Disbursement Request” pursuant to the Escrow Agreement for this Equipment Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section \_\_\_ have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and \_\_\_ consecutive Renewal Terms, with the final Renewal Term ending on \_\_\_\_\_, subject to earlier termination pursuant to the Agreement.

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

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

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

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

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

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

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

**EXHIBIT B**

**FORM OF PAYMENT SCHEDULE**

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium; if applicable]	CASUALTY VALUE [including casualty premium; if applicable]
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*Contract Rate; Taxable Rate.* The Contract Rate for this Equipment Schedule is \_\_\_\_\_% per annum. The Taxable Rate for this Equipment Schedule is \_\_\_\_\_% per annum.

*Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is \_\_\_\_\_.

LESSOR:  
BANC OF AMERICA PUBLIC CAPITAL CORP

LESSEE:  
BIG BEAR FIRE AUTHORITY

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

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

## EXHIBIT C-1A

### FORM OF AUTHORIZING RESOLUTION (AGREEMENT)

A RESOLUTION OF THE GOVERNING BODY OF THE BIG BEAR FIRE AUTHORITY, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SEPARATE EQUIPMENT SCHEDULES THERETO FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the Big Bear Fire Authority (the "*Lessee*"), a Joint Powers Authority duly organized and existing under the laws of the State of California (the "*State*"), authorized by the laws of the State to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Governing Body*") has determined that a need exists for the acquisition, financing and leasing of certain equipment consisting of \_\_\_\_\_, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "*Agreement*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "*Lessor*"), substantially in the proposed form presented to the Governing Body at this meeting, and separate Equipment Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Governing Body deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Equipment Schedules thereunder and the other documentation relating thereto from time to time as provided in the Agreement for the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Governing Body of the Big Bear Fire Authority, as follows:

*Section 1. Findings and Determinations.* It is hereby found and determined that the terms of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto), in the form presented to the Governing Body at this meeting, are in the best interests of the Lessee for the acquisition financing and leasing of the Equipment.

*Section 2. Approval of Documents.* The form, terms and provisions of the Agreement (including the form of Equipment Schedule and the form of Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by \_\_\_\_\_ [insert title of officials] of the Lessee or other members of the governing body of the Lessee (the “*Authorized Officials*”) executing the same, the execution of such documents being conclusive evidence of such approval; and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to execute, and the \_\_\_\_\_ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the \_\_\_\_\_ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Equipment Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$ \_\_\_\_\_; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [ \_\_\_\_\_ ] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ \_\_\_\_\_ percent ( \_\_\_%)] per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

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

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

*Section 5. Appointment of Authorized Lessee Representatives.* The \_\_\_\_\_ and \_\_\_\_\_ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

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

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

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

ADOPTED AND APPROVED by the Governing body of the Big Bear Fire Authority, this \_\_\_\_\_ day of \_\_\_\_\_.

BIG BEAR FIRE AUTHORITY

[SEAL]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed: Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned, a duly elected or appointed and acting \_\_\_\_\_ of the Lessee identified in the above Resolution No. \_\_\_\_ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on \_\_\_\_\_, 20\_\_\_. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



**EXHIBIT C-1B**

**FORM OF AUTHORIZING RESOLUTION (LEASE)**

A RESOLUTION OF THE GOVERNING BODY OF THE BIG BEAR FIRE AUTHORITY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT SCHEDULE TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the Big Bear Fire Authority (the "*Lessee*"), a Joint Powers Authority duly organized and existing under the laws of the State of California (the "*State*"), is authorized by the laws of the State to acquire, finance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Governing body of the Lessee (the "*Governing Body*") has determined that a need exists for the acquisition, financing and leasing of certain equipment with a cost not to exceed \$\_\_\_\_\_ and consisting of \_\_\_\_\_, which constitutes personal property necessary for the Lessee to perform essential governmental functions (collectively, the "*Equipment*") on the terms herein provided; and

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

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

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the by the Governing body of the Big Bear Fire Authority, as follows:

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

*Section 2. Approval of Documents.* The form, terms and provisions of the Equipment Schedule and Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by \_\_\_\_\_ [insert title of officials] ] of the Lessee or other members of the governing body of the Lessee (the “*Authorized Officials*”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Equipment Schedule under which a separate Lease (as defined in the Agreement) is created, the Payment Schedule attached thereto, the Escrow Agreement and any related exhibits attached thereto.

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

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

*Section 5. Appointment of Authorized Lessee Representatives.* The \_\_\_\_\_ and \_\_\_\_\_ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and the Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Lease or the Escrow Agreement.

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

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

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

ADOPTED AND APPROVED by the Governing body of the Big Bear Fire Authority, this  
\_\_\_\_\_ day of \_\_\_\_\_.

BIG BEAR FIRE AUTHORITY

[SEAL]

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned, a duly elected or appointed and acting Chancery \_\_\_\_\_ of the Lessee identified in the above Resolution No. \_\_\_\_ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on \_\_\_\_\_, 20\_\_\_. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT C-2A**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)**

The undersigned, a duly elected or appointed and acting [\_\_\_\_\_] of the Big Bear Fire Authority (“*Lessee*”) certifies as follows:

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

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of December 22, 2021 (the “*Agreement*”) and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the “*Equipment Schedules*”), each by and between Lessee and Banc of America Public Capital Corp (“*Lessor*”), the Escrow and Account Control Agreement dated as of \_\_\_\_\_, by and among Lessor, Lessee and \_\_\_\_\_, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the “*Operative Agreements*”), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
[_____]*	_____	[_____]

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

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

BY: \_\_\_\_\_  
\_\_\_\_\_, [\_\_\_\_\_]

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

**EXHIBIT C-2B**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)**

The undersigned, a duly elected or appointed and acting [\_\_\_\_\_] of the Big Bear Fire Authority (“*Lessee*”) certifies as follows:

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

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

Name of Official	Title	Signature
_____	_____	_____
[_____]*	_____	_____]
_____	_____	_____

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

Dated: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_, [\_\_\_\_\_]

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

**EXHIBIT D**

**FORM OF OPINION OF COUNSEL TO LESSEE**  
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of December 22, 2021, by and between Banc of America Public Capital Corp, as Lessor, and the Big Bear Fire Authority, as Lessee

Ladies and Gentlemen:

As legal counsel to the Big Bear Fire Authority (“*Lessee*”), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of December 22, 2021 (the “*Agreement*”) and Exhibits thereto, by and between Banc of America Public Capital Corp, as lessor (“*Lessor*”), and Lessee; (b) an executed counterpart of Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. \_\_\_\_\_ together with such incorporated terms and provisions are herein referred to collectively as the “*Equipment Schedule*”), has attached the Payment Schedule with respect thereto (the “*Payment Schedule*”) executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the “*Equipment*”); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of \_\_\_\_\_ (the “*Escrow Agreement*”), by and among Lessor, Lessee and Banc of America Public Capital Corp, as Escrow Agent; (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the “*Transaction Documents*.”

Based on the foregoing, I am of the following opinions:

1. Lessee is a municipal corporation duly organized and existing under the laws of the State and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “*Code*”) and the obligations of Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

[6. The portion of Rental Payments designated as interest is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of \_\_\_\_\_ personal income taxes; and such interest is not a specific item of tax preference for purposes of the Federal alternative minimum tax.<sup>1]</sup>

[6. The portion of Rental Payments designated as interest or constituting or accruing as original issue discount is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of \_\_\_\_\_ personal income taxes; and such interest and original issue discount are not a specific item of tax preference for purposes of the Federal alternative minimum tax.<sup>2]</sup>

All capitalized terms herein shall have the same meanings as in the Transaction Documents, unless otherwise provided herein. Lessor and its successors and assigns[, and any counsel rendering an opinion on the tax-exempt status of the Rental Payments,<sup>3]</sup> are entitled to rely on this opinion.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Firm: \_\_\_\_\_ Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

<sup>1</sup> Please use this provision if the opinion of counsel will include a tax opinion.

<sup>2</sup> Please use this provision if the opinion of counsel will include a tax opinion and there is OID.

<sup>3</sup> Please use this provision if bond counsel will be providing a separate tax opinion for Schedules over \$5M.



## EXHIBIT E

### FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of December 22, 2021, by and between Banc of America Public Capital Corp, as Lessor, and the Big Bear Fire Authority, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Equipment Schedule (the "*Equipment Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Equipment Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

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

LESSEE:

BIG BEAR FIRE AUTHORITY

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

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

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

**EXHIBIT F**

**FORM OF SELF-INSURANCE CERTIFICATE**

Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration

Re: Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, to Master Equipment Lease/Purchase Agreement, dated as of December 22, 2021, by and between Banc of America Public Capital Corp, as Lessor, and the Big Bear Fire Authority, as Lessee

In connection with the above-referenced Equipment Schedule (the "*Equipment Schedule*"), the Big Bear Fire Authority (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*") incorporated into the Equipment Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Equipment Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$\_\_\_\_\_. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$\_\_\_\_\_.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$\_\_\_\_\_. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$\_\_\_\_\_.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$\_\_\_\_\_. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$\_\_\_\_\_.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: \_\_\_\_\_.  
Amounts payable for claims from such sources are limited as follows: \_\_\_\_\_  
\_\_\_\_\_.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

BIG BEAR FIRE AUTHORITY

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

**EXHIBIT G**

**FORM OF BANK QUALIFICATION CERTIFICATE**

The undersigned, a duly authorized official of the Big Bear Fire Authority (the “*Lessee*”) certifies in connection with Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_, between Lessee and Bank of America, N.A., which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of December 22, 2021 (such Equipment Schedule and incorporated terms and provisions are herein referred to as the “*Lease*”), between Banc of America Public Capital Corp and Lessee, as follows:

1. The obligations evidenced by the Lease are not “private activity bonds” as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “*Code*”);

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and

4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

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

LESSEE:

BIG BEAR FIRE AUTHORITY

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

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

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

## EXHIBIT H

### FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated \_\_\_\_\_

BANC OF AMERICA PUBLIC CAPITAL CORP (“*Assignor*”) hereby gives notice that, as of \_\_\_\_\_, 20\_\_, it has assigned and sold to \_\_\_\_\_ (“*Assignee*”) all of Assignor’s right, title and interest in, to and under Equipment Schedule No. \_\_\_\_\_, dated \_\_\_\_\_ (including the Payment Schedule attached thereto, the “*Equipment Schedule*”), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of December 22, 2021 (the “*Agreement*”), each by and between Assignor and the Big Bear Fire Authority (“*Lessee*”), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor’s right, title and interest in the Equipment listed in the Equipment Schedule and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of \_\_\_\_\_, 20\_\_ (the “*Escrow Agreement*”) by and among Lessee, Assignor and \_\_\_\_\_, as Escrow Agent, together with the Escrow Account related thereto (collectively, the “*Assigned Property*”).

For purposes of this Notice and Acknowledgment of Assignment (the “*Acknowledgment*”), “*Lease*” means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term “*Lease*” specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

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

ACKNOWLEDGED AND AGREED:

LESSEE: BIG BEAR FIRE AUTHORITY

[FOR EXHIBIT PURPOSES ONLY]

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

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

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

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

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

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

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



**EXHIBIT I**

**ESCROW AND ACCOUNT CONTROL AGREEMENT**

**EQUIPMENT SCHEDULE NO. 1**  
**(GENERAL EQUIPMENT)**

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

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

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

QTY	DESCRIPTION	VIN/MODEL NO.
1	Pierce 100’ Heavy Duty Aerial Tower (“Aerial Tower”)	(to be provided w/ related Disbursement Request)
1	Type 3, Model 34-Cal Fire Tag-On	(to be provided w/ related Disbursement Request)

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

3. *Payment Schedule.*

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

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

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

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

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$1,600,000. It is expected that by eighteen (18) months from the date of this Equipment Schedule No. 1, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before eighteen (18) months from the date of this Equipment Schedule.

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

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

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

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

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

9. *Lease Term.* The Lease Term shall consist of the Original Term and ten consecutive Renewal Terms, with the final Renewal Term ending on June 30, 2032 and final Rental Payment due on December 22, 2031, subject to earlier termination pursuant to the Agreement.

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

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

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

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

Dated: December 22, 2021

LESSOR:

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

LESSEE:

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

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

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

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

**EXHIBIT A**

**PAYMENT SCHEDULE  
(EQUIPMENT SCHEDULE NO. 1)**

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium; if applicable]	CASUALTY VALUE [including casualty premium; if applicable]
12/22/2021	--	--	--	\$1,600,000.00	N/A	\$1,616,000.00
12/22/2022	\$176,032.02	\$28,400.00	\$147,632.02	\$1,452,367.98	N/A	\$1,466,891.66
12/22/2023	\$176,032.02	\$25,779.53	\$150,252.49	\$1,302,115.49	N/A	\$1,315,136.65
12/22/2024	\$176,032.02	\$23,112.55	\$152,919.47	\$1,149,196.02	N/A	\$1,160,687.98
12/22/2025	\$176,032.02	\$20,398.23	\$155,633.79	\$993,562.23	N/A	\$1,003,497.85
12/22/2026	\$176,032.02	\$17,635.73	\$158,396.29	\$835,165.94	N/A	\$843,517.60
12/22/2027	\$176,032.02	\$14,824.20	\$161,207.82	\$673,958.12	\$673,958.12	\$673,958.12
12/22/2028	\$176,032.02	\$11,962.76	\$164,069.26	\$509,888.85	\$509,888.85	\$509,888.85
12/22/2029	\$176,032.02	\$9,050.53	\$166,981.49	\$342,907.36	\$342,907.36	\$342,907.36
12/22/2030	\$176,032.02	\$6,086.61	\$169,945.41	\$172,961.95	\$172,961.95	\$172,961.95
12/22/2031	\$176,032.02	\$3,070.07	\$172,961.95	\$0.00		
	----- \$1,760,320.20	----- \$160,320.20	----- \$1,600,000.00			

*Contract Rate; Taxable Rate.* The Contract Rate for this Equipment Schedule is 1.775% per annum. The Taxable Rate for this Equipment Schedule is 2.2655% per annum.

*Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is December 22, 2027.

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

LESSOR:  
BANC OF AMERICA PUBLIC CAPITAL CORP

LESSEE:  
BIG BEAR FIRE AUTHORITY

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

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

[Signature page to Payment Schedule (Equipment Schedule No. 1)]

**ESCROW AND ACCOUNT CONTROL AGREEMENT**

This Escrow and Account Control Agreement (this “*Agreement*”), dated as of December 22, 2021, by and among Banc of America Public Capital Corp, a Kansas corporation, as lessor (in such capacity, together with its successors and assigns, hereinafter referred to as “*Lessor*”), the Big Bear Fire Authority, a California Joint Powers Authority (hereinafter referred to as “*Lessee*”) and Bank of America, National Association, a national banking association organized under the laws of the United States of America, as escrow agent (in such capacity, hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Equipment Schedule No. 1 (the “*Equipment Schedule*”), dated December 22, 2021 to Master Equipment Lease/Purchase Agreement dated as of December 22, 2021 between Lessor and Lessee (hereinafter referred to as the “*Lease*”), covering the acquisition and lease of certain Equipment described therein (collectively, the “*Equipment*”). It is a requirement of the Lease that the Acquisition Amount of \$1,600,000.00 representing the total lease proceeds of the Equipment Schedule) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

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

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the “Big Bear Fire Authority Equipment Schedule No. 1 Escrow Account” (the “*Escrow Account*”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

2. Acquisition of Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Lessor:

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

If to Lessee:

Big Bear Fire Authority  
41090 Big Bear Blvd  
Big Bear Lake, California  
Attn: Fire Chief  
Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

If to Escrow Agent:

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

Attn: GCAS AMRS Escrow Client Services  
Telephone: (312) 992-3272  
Fax: (312) 453-4443  
Email: gcas\_amrs\_escrow\_client\_service@bofa.com

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

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

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

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

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

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

has determined to have been properly signed and completed.

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

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

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

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



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

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor

BIG BEAR FIRE AUTHORITY  
as Lessee

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

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

BANK OF AMERICA, NATIONAL ASSOCIATION  
as Escrow Agent

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

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

**FORM OF DISBURSEMENT REQUEST**

Re: Equipment Schedule No. 1 dated December 22, 2021 to Master Equipment Lease/Purchase Agreement dated as of December 22, 2021 by and between Banc of America Public Capital Corp, as Lessor, and the Big Bear Fire Authority, as Lessee (the “*Lease*”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of December 22, 2021 (the “*Escrow and Account Control Agreement*”) by and among Banc of America Public Capital Corp (“*Lessor*”), the Big Bear Fire Authority (“*Lessee*”) and Bank of America, National Association, as escrow agent (“*Escrow Agent*”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

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

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

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

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

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

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

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

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

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

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

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

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

*[Remainder of page intentionally left blank]*

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

BIG BEAR FIRE AUTHORITY

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

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

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

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

**EXHIBIT A-1**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE**

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

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

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of December 22, 2021 (the "*Agreement*") and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Equipment Schedules*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of December 22, 2021, by and among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

<u>Name of Official</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
[ _____* ]	_____	_____ ]

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

Dated: December 22, 2021

By: \_\_\_\_\_  
[Name, Title]

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

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

**EXHIBIT A-2**

**Escrow and Account Control Agreement dated as of December 22, 2021 by and among Banc of America Public Capital Corp, as Lessor, the Big Bear Fire Authority, as Lessee, and Bank of America, National Association, as Escrow Agent**

**Certificate of Authorized Representatives – [Lessor]**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

**Phone:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

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

Banc of America Public Capital Corp

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

Name:

Title:

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

F&amp;L Draft 12/2/2021

## COLLATERAL ASSIGNMENT OF PURCHASE AGREEMENT

This Collateral Assignment of Purchase Agreement (this “*Assignment*”) is made as of December 22, 2021, between the Big Bear Fire Authority, a California Joint Powers Authority (“*Assignor*”), and BANC OF AMERICA PUBLIC CAPITAL CORP, a national banking association (“*Assignee*”).

## INTRODUCTION

Assignor has entered into a Fire Engine Purchase Agreement (the “*Agreement*”), dated December \_\_, 2021, by and between Assignor and South Coast Fire Equipment (“*Vendor*”), a copy of which is attached hereto as Exhibit A. The Agreement provides for, among other things, the acquisition of one (1) Pierce 100’ Heavy Duty Aerial Tower and (and certain attachments, additions, accessories, publications, training and similar professional services related thereto and certain limited warranties as described in the Agreement, to be financed by Assignor under a Master Equipment Lease/Purchase Agreement dated as of December 22, 2021, between Assignor and Assignee and Equipment Schedule No. 1 dated December 22, 2021 thereunder (collectively, the “*Lease*”). Capitalized terms used herein but not otherwise defined herein shall have the meanings as set forth in the Lease.

NOW, THEREFORE, the parties hereto agree as follows:

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



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

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

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

BANC OF AMERICA PUBLIC CAPITAL CORP  
(Assignee)

BIG BEAR FIRE AUTHORITY  
(Assignor)

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

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

VENDOR CONSENT AND ACKNOWLEDGEMENT

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

SOUTH COAST FIRE EQUIPMENT  
(Vendor)

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

EXHIBIT A

AGREEMENT WITH SOUTH COAST FIRE EQUIPMENT

*[See attached]*

**MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT  
AND  
EQUIPMENT SCHEDULE NO. 1 THERETO,  
EACH BETWEEN  
BIG BEAR FIRE AUTHORITY (“LESSEE”)  
AND  
BANC OF AMERICA PUBLIC CAPITAL CORP (“LESSOR”)**

**December 22, 2021**

**CLOSING INDEX**

<u>Tab No.</u>	<u>Document</u>	<u>Party Responsible</u>
1.	Master Equipment Lease/Purchase Agreement dated as of December 22, 2021	F&L
2.	Equipment Schedule No. 1 dated December 22, 2021 <u>Exhibit A: Rental Payment Schedule</u>	F&L
3.	Escrow and Account Control Agreement	F&L
4.	Collateral Assignment of Contracts (Re: Fire Engine Purchase Agreement) <u>Exhibit A: Fire Engine Purchase Agreement</u>	F&L Lessee
5.	Resolutions adopted by Lessee	Lessee/LC
6.	Incumbency & Authorization Certificate	F&L
7.	Opinion of Lessee’s Counsel	LC
8.	Special Tax Counsel Opinion	BBK
9.	IRS Form 8038-G	BBK/Lessee
10.	Tax and Nonarbitrage Certificate	BBK
11.	Performance and Payment Bonds and Dual Obligee Riders	Lessee
12.	UCC-1 Financing Statement	F&L
13.	Evidence of Insurance	Lessee
14.	Final Numbers	FA

Lessee’s Counsel (“LC”)

Lessee’s Financial Advisor: Fieldman (“FA”)

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

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



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA10

**MEETING DATE:** December 7, 2021

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

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

**PREPARED BY:** Chardelle Smith, Board Secretary *CS*

**SUBJECT:** **POTENTIAL ESTABLISHMENT OF STANDING FINANCE  
COMMITTEE**

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## **BACKGROUND**

At its October 5, 2021, meeting, the Board discussed the potential creation of a Standing Finance Committee. A wide range of varying perspectives and thoughts regarding this topic were offered by each Director that was present; some were in favor of the proposed committee, others were not, and some generally took a neutral position requesting additional information in the form of pros and cons.

By consensus, the Board directed staff to create an agenda report for its December 7, 2021, meeting. The report would include the potential pros and cons of creating a new standing regular reoccurring Finance Committee, with a scope of work to consider all matters of financial interest as single purpose (as compared to the current practice of placing matters of financial interest along with other program or policy matters to the existing Administrative Committee). The Board also indicated that this could be considered as part of committee assignments to commensurate with the Board's reorganization at its February 1, 2022, meeting.

## **DISCUSSION**

The Committee function and purpose is a critical consideration that must be given by each Board Member. This is especially true and highlighted for the incoming Board Chair. It is the Board Chair's responsibility and obligation to appoint Board Members that the Board Chair believes are best suited for committee function and purpose through individual interest, engagement, availability, and context contribution. This provides staff with good feedback and streamlines Board level discussions, decisions, and directions.

The current assignments of the Administrative Committee include all matters of financial interest encompassing fund balance allocation, annual reserve contribution needs, and to identify, recommend, and pursue additional revenue sources.

Specific to the FY 2022/23 budget is the need to review and recommend updates to the Fire Authorities Cost Recovery Ordinance. Staff is currently planning to include within the FY 2022/23 budget a cost associated for specialize consulting services to accomplish this goal.

For historical reference, the Administrative Committee convened on three occasions in 2020 and four occasions in 2021. The following discussion topics for 2020 and 2021 are bullet pointed below:

- Allocation of Fund Balance
- Fleet Replacement and Acquisition
- Request for Proposal All Risk Fire and EMS Service
- Ambulance Billing Service Contract
- Purchase of Type 1 Structure Engine
- Revised 3-Year Fleet Replacement Schedule
- Specification Committee Recommendation for Ladder Truck Purchase
- Implementation of a Tax and Revenue Anticipation Note
- Annual Fire Hazard Abatement Program
- Ordinance for Establishing Penalties for Violations of the Fire Code
- Scope of Work and Lease Purchase Terms for Ladder Truck Purchase

When the Administrative Committee was created it was to meet on monthly-basis on the third Wednesday of each month. Direction from the Board at that time was to cancel the meeting if it was not needed. Through time and actual committee experience, it was later determined a majority of meetings were being cancelled, with each cancellation requiring public noticing. At this point, the Board's direction was to convene the Administrative Committee "as needed" and publicly notice it as a special meeting, thereby reducing the number of meeting cancellation notices.

Staff was directed to identify pros and cons in the establishment of a new standing Finance Committee. After thoughtful consideration it has been difficult to see many pros, if any at all, in establishing an additional standing committee. The bullet points provided above clearly demonstrate that items of financial interest are the bulk of the discussion items on the Administrative Committee's agenda.

As far as "cons" go there are several, which include three notables, as follows: (1) What would the Administrative Committee's scope of work be if items of financial interest were removed?

(2) Division of programs, policies, or purchase acquisitions to what they will accomplish, or why they are needed to a separate committee that is assigned to determine financial benefit is problematic. (3) The fiscal impact and impact on current personnel resources associated with the creation of a new committee, such as time and costs required to create additional agendas, minutes, public noticing, and increased stipend payments (an additional \$130 per attendee/per meeting). With prior reductions in administrative staff and no reduction in workload, administrative staff are already beyond capacity.

The purpose of this staff report is to provide the Board with a list of pros and cons associated in the creation of a Finance Committee, as previously directed

**FINANCIAL IMPACT:**

None at this time.

**RECOMMENDATION**

Staff's recommendation is, at this point in time, that the Board not move forward with the creation of an independent Finance Committee and to find that the Administrative Committee fulfills this responsibility.





# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA11

**MEETING DATE:** December 7, 2021

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

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

**PREPARED BY:** Chardelle Smith, Acting Board Secretary *CS*

**SUBJECT:** **ACCELERATED 3-YEAR FLEET REPLACEMENT**

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## **BACKGROUND**

At the August 4, 2020, Board meeting the Board approved a three-year fleet plan. This plan reflected several years of apparatus purchase deferral, due to budget and other factors. At its April 6, 2021 meeting, the Board approved a revision to the three-year fleet replacement plan, which accelerated the plan due to known future price increases from manufacturers and quicker rotation of front-line apparatus to reserve status.

## **DISCUSSION**

There is strong evidence of significance shortage in materials and supplies needed to manufacture apparatus and other rolling stock. The department has been advised of significant additional price increases that will occur in February 2022. The Department is experiencing a delay in receipt of apparatus and vehicles for its current orders. This trend is predicted to continue in the foreseeable future.

With these known factors, staff believes there is merit to consider accelerating the purchase of additional apparatus and vehicles. Through accelerated purchase, apparatus and other vehicles would be more likely to arrive closer to the intended replacement date and may result in addition to potential cost savings.

## **FISCAL IMPACT:**

None at this time

## **STAFF RECOMMENDATION:**

Staff recommends the Board assign the Administrative Committee to evaluate the proposed accelerate fleet purchase and replacement plan; and return its findings and recommendations to the Board for further discussion and direction.

Attachment A: Approved 3-Year Fleet Replacement Plan

## Big Bear Fire Authority 3 Year Fleet Replacement Plan

	Approved 8/4/20	Revised Pricing	
<b>Fiscal Year 20/21</b>			
Fire Engine	875,000	875,000	
Ambulance	180,000	180,000	
Staff Vehicle	80,000	80,000	
<b>Total Debt Financed</b>		<b>875,000</b>	
<b>Total Use of Fund Balance</b>		<b>260,000</b>	
<b>Fiscal Year 21/22</b>			
Ladder Truck	1,500,000	1,700,000	
Ambulance	185,000	203,000	
BC Vehicle	130,000	130,000	
Mechanic Vehicle	110,000	150,000	
<b>Total Debt Financed</b>		<b>1,700,000</b>	
<b>Total Use of Fund Balance</b>		<b>483,000</b>	
<b>Fiscal Year 22/23</b>			
Fire Engine	895,000	895,000	
Brush Engine	475,000	475,000	
Ambulance	190,000	205,000	
BC Vehicle	135,000	135,000	
Staff Vehicle	85,000	85,000	
<b>Total Debt Financed</b>		<b>1,370,000</b>	
<b>Total Use of Fund Balance</b>		<b>425,000</b>	
<b>3 Year Total</b>			
<b>Total Debt Financed</b>		<b>3,945,000</b>	
<b>Total Use of Fund Balance</b>		<b>1,168,000</b>	
<b>Total Value of Apparatus</b>		<b>5,113,000</b>	
<b>Fiscal Year 20/21</b>			
Fire Engine (Completed)			670,000
Ambulance (Completed)			180,000
Staff Vehicle (Completed)			80,000
Ambulance			195,000
Staff Vehicle			80,000
Battalion Chief Vehicle			130,000
Mechanic Vehicle			150,000
Brush Engine			450,000
<b>Adjusted Debt Financed</b>			<b>400,000</b>
<b>Adjusted Use of Fund Balance</b>			<b>605,000</b>
<b>Fiscal Year 21/22</b>			
Ladder Truck			1,700,000
Outfit 20/21 Fire Engine (Carryover)			205,000
<b>Total Debt Financed</b>			<b>1,700,000</b>
<b>Total Use of Fund Balance</b>			<b>205,000</b>
<b>Fiscal Year 22/23</b>			
Fire Engine			895,000
Ambulance			205,000
BC Vehicle			135,000
<b>Total Debt Financed</b>			<b>895,000</b>
<b>Total Use of Fund Balance</b>			<b>340,000</b>
<b>3 Year Total</b>			
<b>Total Debt Financed</b>			<b>3,665,000</b>
<b>Total Use of Fund Balance</b>			<b>1,410,000</b>
<b>Total Value of Apparatus</b>			<b>5,075,000</b>
Estimated Apparatus Savings			38,000
Estimated Interest Savings			28,000
<b>Total Estimated Savings</b>			<b>66,000</b>



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA12

**MEETING DATE:** December 7, 2021

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

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

**PREPARED BY:** Chardelle Smith, Board Secretary *CS*

**SUBJECT:** FIRE AUTHORITY 2022 MEETING CALENDAR

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## **BACKGROUND**

The Fire Authority Meeting Calendar is stipulated in the Bylaws. The Fire Authority has adopted a standard of meeting the first Tuesday of the month in February, April, June, August, October, and December.

## **DISCUSSION**

To identify potential scheduling conflicts with other agency Board meetings, staff has considered the current regular, reoccurring calendar of the City of Big Bear Lake City Council and the Big Bear City Community Services District.

To accommodate Budget Workshops in April and May, staff requests the addition of two Special Board meeting dates on April 20 and May 18, 2022.

## **RECOMMENDATION**

Staff recommends the Board approve the proposed 2022 Meeting Calendar for the Fire Authority, which meets the first Tuesday of even months and includes the addition of two Budget Workshops on April 20 and May 18, 2022.

Attachment A: Proposed 2022 Meeting Calendar

# 2022

Big Bear Lake Fire Protection District : 4:30 p.m.

Big Bear Fire Authority: 5:00 p.m.

Big Bear Fire Authority Board Workshop: 4:30 p.m.

ATTACHMENT A

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	29					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**BIG BEAR FIRE AUTHORITY**  
**Administrative Committee Meeting of November 23, 2021**

**Staff Notes**

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**OPEN SESSION**

**MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

An Administrative Committee meeting of the Big Bear Fire Authority was called to order by Director Mote at 4:02 p.m., Tuesday, November 23, 2021, via Teleconference Pursuant to Government Code Section 54953(e)(1)(A).

**Committee Board Members Present:** Director Herrick, Director Mote, and Director Ziegler.

**Committee Board Members Absent:** Vice Chairman Green

**Staff Present:** Fire Chief Jeff Willis, Board Secretary Chardelle Smith, Authority Counsel Nicholas Norvell, and Captain Norman Dykesten.

**PUBLIC COMMUNICATIONS:**

Board Secretary Chardelle Smith reported she received no emails before the deadline.

**DISCUSSION ITEMS**

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

Administrative Committee to find and determine the Covid-19 State of Emergency remains in effect; the Committee has reconsidered the circumstances of the State of Emergency; state or local officials continue to impose or recommend measures to promote social distancing; and this Committee meeting and subsequent Committee meetings will proceed in compliance with Government Code section 54953(e) for the next 30 days.

**Speaker: Nicholas Norvell**

Authority Counsel Norvell gave an overview of Assembly Bill 361 and how it pertains to the Authority holding remote/teleconference meetings. This will also be brought forward to the full Board at the December 7, 2021 regular board meeting.

**Action:** Motion by Director Ziegler; seconded by Director Herrick to continue holding remote/teleconference meetings pursuant to Assembly Bill 361

Said motion was approved by the following vote:

AYES:	Herrick, Mote, and Ziegler
NOES:	None
ABSENT:	Green
ABSTAIN:	None

## **2. Annual Fire Hazard Abatement Program**

Administrative Committee consideration to terminate the contract with County of San Bernardino Land Use Services and provide Annual Hazard Abatement Program in house. Committee to provide further direction to staff.

Attachment 2A: Fire Hazard Abatement Services Contract

### **Speaker: Jeff Willis**

Chief Willis suggested to the Administrative Committee that the department assume annual fire hazard abatement service in house and launch a public information media campaign. The department will set a compliance date of when inspections will begin. Properties out of compliance will receive a citation in conjunction with a notice and order to abate, concluding with a 30 day follow up. The goal is to increase compliance and year-round maintenance of properties. The department must give a 60-day written notice to San Bernardino County Land Use Services in order to terminate the contract.

Chief Willis mentioned the department could enter into an agreement with a third party to notice property owner and issue citations. The appeals process could also be outsourced. It was noted this will be budget neutral.

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

### **Discussion ensued:**

A committee member responded with support but expressed concerns regarding the pressure on elected officials this may bring. A question was asked if the department could work with Land Use Services to amend the contract to set a specific date for the first inspection rather than bring the process in house. A committee member questioned what type of staffing this program would need and how the department would keep track of homeownership change.

**ACTION:** By consensus, the Administrative Committee agreed to recommend to the Board at the December 7th regular Board meeting, that this item be assigned to the administrative committee for further discussion.

### **3. Ordinance for Establishing Penalties for Violations of the Fire Code**

Administrative Committee consideration to recommend to the Board to approve and accept Ordinance NO. BBFA21-002 to authorize the Authority to establish penalties for violations of the fire code.

Attachment 3A: Ordinance NO. BBFA21-002

**Introduction: Jeff Willis**

**Speaker: Mike Maltby, Nicholas Norvell**

Assistant Chief Maltby stated when Ordinance No. BBFA2016-003 was adopted, it allowed initiation of administrative citations. We've since determined it had holes in it where legal counsel was necessary. This ordinance provides the penalties of any fire code violation. Whether it's for an administration citation or as a criminal citation.

Authority Counsel Norvell reviewed the process regarding the ordinance and how the enforcement process will work, including violation fees and the process if an appeal were to happen.

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

#### **Discussion ensued:**

The committee expressed their support and commented this will allow more enforcement, especially when it comes to illegal fireworks. One question asked was the difference between misdemeanor vs infraction vs criminal penalty and the fees applied.

**ACTION:** By consensus, the Administrative Committee agreed to recommend to the Board to introduce Ordinance No. BBFA2021-002, at the December 7th Regular Board.

### **4. Ladder Truck "Arrow XT Mid Mount Tower"**

Administrative Committee consideration to recommend to the Board to approve Scope of Work and Lease Purchase Terms with Pierce for the Ladder Truck Purchase.

Attachment 4A: Scope of Work  
Attachment 4B: Pierce Terms of Lease  
Attachment 4C: Purchase Agreement  
Attachment 4D: Pre-Payment Option

**Introduction: Jeff Willis**

**Speaker: Norman Dykesten**

Chief Willis stated that since sending the agenda, the municipal advisor sent information from Banc of America Public Capital Corp with better rates than PNC. Banc of America Public Capital Corp is offering financing for the ladder truck as well as the brush engine for five years at 1.465%, seven years at 1.605%, or 10 years at 1.775%. With locking in the rate from Bank of America, the loan will need to be funded by December 22nd. He mentioned this locked in rate will need to be approved by Friday, November 26th, and will be honored for the month of December.

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

**Discussion ensued:**

It was questioned if the Administrative Committee has authority to approve moving forward with the municipal advisor and locking in the rates with Bank of America without going to the full Board first.

Chief Willis responded.

Dykesten shared a photo of where the previously purchased brush engine is at so far in building process.

**ACTION:** By consensus, the Administrative Committee agreed for the Chief to move forward to lock in Banc of America Public Capital Corp rates and bring the appropriate documents to the full Board at the December 7<sup>th</sup> regular Board meeting.

**5. 3-Year Fleet Replacement Plan**

Administrative Committee discussion of accelerating the 3-year Fleet Replacement Schedule.

Attachment 5A: Approved 3-Year Fleet Replacement Plan

**Introduction: Jeff Willis**

Willis stated that there is a nationwide issue of delay in materials and goods like aluminum and steel, as well as an anticipated 6% increase February 2022 with Pierce for future purchases. With that being said, Willis anticipates to ask the Board to move forward with purchase of a second type 1 fire engine, an ambulance, and a Battalion Chief vehicle in this fiscal year.

**ACTION:** By consensus, the Administrative Committee agreed to bring this discussion item to the December 7<sup>th</sup> regular board meeting.



Director Herrick wished everyone a Happy Thanksgiving.  
Director Ziegler wished everyone a happy turkey day.  
Director Mote wished everyone a happy turkey day.

**ADJOURNMENT**

With no further business to come before the Administrative Committee, Director Mote adjourned the meeting with well wishes to Kristin for a speedy recovery at 5:02 p.m.

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Chardelle Smith, Board Secretary