



Big Bear Lake Fire Protection District

BIG BEAR LAKE FIRE PROTECTION DISTRICT REGULAR MEETING AGENDA OCTOBER 24, 2017

Open Session: 5:30 p.m. – Hofert Hall, Big Bear Lake Civic Center
39707 Big Bear Boulevard, Big Bear Lake

BOARD OF DIRECTORS

**CHAIRMAN RANDALL PUTZ
VICE CHAIRMAN RICK HERRICK
BOARD MEMBER DAVID CARETTO
BOARD MEMBER BOB JACKOWSKI
BOARD MEMBER BILL JAHN**

STAFF

**FIRE CHIEF JEFF WILLIS
ASSISTANT CHIEF/FIRE MARSHAL MIKE MALTBY
DISTRICT COUNSEL STEPHEN DEITSCH
SENIOR FINANCE OFFICER SHIRLEY HOLT
BOARD SECRETARY DAWN MARSCHINKE**

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 in order to facilitate the business of the Board and/or for the convenience of the public.

ANNOUNCEMENT

The Fire Protection District's Administrative Office will be closed as follows:

- Friday, November 10, 2017 in observance of Veteran's Day and will re-open on Monday, November 13, 2017 at 8:00 a.m.
- Thursday and Friday, November 23 and 24, 2017 in observance of Thanksgiving and will re-open on Monday, November 27, 2017 at 8:00 a.m.

PRESENTATIONS

None.

GENERAL PUBLIC COMMENT: Public comment is permitted only on items not on the posted agenda that are within the subject matter jurisdiction of the Fire District. Please note that State law prohibits the Fire District Board from taking any action on items not listed on the agenda. There is a three minute maximum time limit when addressing the Board during this time period.

CONSENT CALENDAR

FP1. Approval of Meeting Minutes from the June 5, 2017 Special Meeting of the Big Bear Lake Fire Protection District.

FP2. Approval of Meeting Minutes from the June 6, 2017 Regular Meeting of the Big Bear Lake Fire Protection District.

FP3. Resolution Amending Fire District Designated Authorized Agents to Execute Disaster Assistance Requests to California Office of Emergency Services (Cal OES)

Board consideration of rescinding Resolution FP2015-01, and approve Resolution FP2017-XX, amending its authorized agents to execute disaster assistance requests for future disasters to Cal OES.

FP4. Resolution Amending Fire District Designated Authorized Agents to Execute Disaster Assistance Requests to CAL FIRE for Disaster Assistance Fire Prevention Grant Funds

Board consideration of rescinding Resolution FP2015-01, and approve Resolution FP2017-XX, amending its authorized agents to execute disaster assistant grant requests for future disasters to CAL Fire for fire prevention funds.

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARING

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

None.

DISCUSSION/ACTION ITEMS

FP5. Approval of Revised Lease Agreement with Snow Summit, LLC, for Use of Fire Protection District Parking Lot

Board consideration of approving the revised lease agreement and authorize the Fire Chief to sign the lease with Snow Summit, LLC, for the parking lot located at 42610 Rathbun Dr., Big Bear Lake, effective November 1, 2017 through October 31, 2018. The term of this Lease shall have the option to automatically renew for four (4) additional one-year periods.

FP6. Approval of Letter of Understanding Between Big Bear Lake Fire Protection District and Big Bear Lake Professional Firefighters' Assoc., IAFF Local 935 Regarding Change in Health/Life Benefits

Board consideration of approving the amendment to the Memorandum of Understanding (MOU) provided in the Letter of Understanding between Big Bear Lake Fire Protection District and Big Bear Lake Professional Firefighters' Assoc., IAFF Local 935 regarding changes in the Health/Life benefits.

ADJOURNMENT

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 19th day of October, 2017.



Dawn E. Marschinke, Board Secretary

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

**BIG BEAR LAKE FIRE PROTECTION DISTRICT
MINUTES FOR THE SPECIAL MEETING OF
JUNE 5, 2017**

A Special Meeting of the Big Bear Lake Fire Protection District was called to order by Chairman Putz at 9:30 a.m., Monday, June 5, 2017, at 39707 Big Bear Boulevard, Big Bear Lake, California.

Moment of Silence: Observed

Pledge of Allegiance: Led by Board Member Caretto

Board Members Present: Chairman Randall Putz
Vice Chairman Rick Herrick
Board Member David Caretto
Board Member Bob Jackowski
Board Member Bill Jahn

Board Members Excused: None

Other Present: Jeff Willis, Fire Chief
Shirley Holt, Senior Finance Officer
Dawn Marschinke, Fire Board Secretary
Mitch Hollenbaugh, Engineer/Paramedic
Jeff Mathieu, City of Big Bear Lake City Manager
Kathleen Smith, City of Big Bear Lake COO/Acting City Clerk

ANNOUNCEMENTS & UPCOMING EVENTS

None.

PRESENTATIONS

None.

PUBLIC COMMUNICATIONS

None.

DISCUSSION/ACTION ITEMS

Vice Chairman Herrick arrived at 9:33 a.m.

FP1. Consideration of Use of Fund Balance to Pay Down the \$6,508,000 Liability for SBCERA Pool Movement Corresponding to the First Payment of \$593,846

Staff recommendation of receiving informational presentation, discuss, and provide further direction regarding the amount of reserve or fund balance to use against the \$6,508,000 SBCERA liability.

Chief Willis introduced the item before the Fire Protection District Board.

Senior Finance Officer Shirley Holt gave a presentation on the equity items to be considered, fund balances and an annual payment schedule to pay down the SBCERA liability.

Board and staff discussed options for how the debt liability could be paid down, its effect on reserves and contribution equity between the Fire Protection District and Big Bear City Community Services District-Fire, upon consolidation.

The Board asked staff for a timeline of consolidation activities.

Board members took no action letting the actions stand from the meeting of May 15, 2017, until they could get additional information on the equity issues.

ADJOURNMENT

There being no further business to come before the Fire Protection District at this session, Chairman Putz adjourned the meeting at 11:07 a.m.

Dawn Marschinke
Board Secretary

**BIG BEAR LAKE FIRE PROTECTION DISTRICT
MINUTES FOR THE MEETING OF
JUNE 6, 2017**

A Regular Meeting of the Big Bear Lake Fire Protection District was called to order by Chairman Putz at 5:30 p.m., Tuesday, June 6, 2017, at 39707 Big Bear Boulevard, Big Bear Lake, California.

Moment of Silence: Observed

Pledge of Allegiance: Led by Board Member Jahn

Board Members Present: Chairman Randall Putz
Board Member David Caretto
Board Member Bob Jackowski
Board Member Bill Jahn

Board Members Excused: Vice Chairman Rick Herrick

Others Present: Jeff Willis, Fire Chief
Mike Maltby, Assistant Fire Chief/Fire Marshal
Shirley Holt, Senior Finance Officer
Dawn Marschinke, Fire Board Secretary

ANNOUNCEMENT

The Fire District's Administrative Office will be closed Tuesday, July 4, 2017 in observance of the 4th of July, and will re-open on Wednesday, July 5, 2017 at 8:00 a.m.

PUBLIC COMMUNICATIONS

None.

CONSENT CALENDAR

Motion by Board Member Jahn, seconded by Board Member Jackowski to approve the Consent Calendar as follows:

FP1. Proposed Resolution Adopting the Fiscal Year 2017-2018 Appropriations Limit for the Big Bear Lake Fire Protection District.

Board consideration of adopting Resolution No. FP2017-01 Establishing the Appropriations Limit for Fiscal Year 2017-18 for the Big Bear Lake Fire Protection District in Accordance with Provisions of Division 9 of Title 1 of the California Government Code.

RESOLUTION NO. FP2017-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR LAKE FIRE PROTECTION DISTRICT, A SUBSIDIARY FIRE PROTECTION DISTRICT OF THE CITY OF BIG BEAR LAKE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2017-18 FOR BIG BEAR LAKE FIRE PROTECTION DISTRICT IN ACCORDANCE WITH PROVISIONS OF DIVISION 9 OF TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE

Approved.

Approved by the following vote:

AYES: Jahn, Caretto, Jackowski and Putz
NOES: None
ABSENT: Herrick
ABSTAIN: None

FP2. Proposed Resolution to Reaffirm the Statement of Investment Policy for Fiscal Year 2017-18

Board consideration of adopting Resolution No. FP2017-02 Adopting the Statement of Investment Policy for Fiscal Year 2017-18.

RESOLUTION NO. FP2017-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR LAKE FIRE PROTECTION DISTRICT, A SUBSIDIARY FIRE PROTECTION DISTRICT OF THE CITY OF BIG BEAR LAKE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2017-18

Approved.

Approved by the following vote:

AYES: Jahn, Caretto, Jackowski and Putz
NOES: None
ABSENT: Herrick
ABSTAIN: None

FP3. Approval of Fiscal Year 2017-2018 Big Bear Lake Fire Protection District Classification and Wage Table

Board consideration of approving the updated FY 2017-18 Classification and Wage Table for fiscal year 2017-18.

Approved.

Approved by the following vote:

AYES: Jahn, Caretto, Jackowski and Putz
NOES: None
ABSENT: Herrick
ABSTAIN: None

FP4. Approval of Adding Three Full-Time Equivalent (FTE) Suppression Positions

Board consideration of authorizing the Fire Chief to increase Suppression Personnel at the Fire Protection District by three full-time positions.

Approved.

Approved by the following vote:

AYES: Jahn, Jackowski and Putz
NOES: None
ABSENT: Herrick
ABSTAIN: Caretto

ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

PUBLIC HEARINGS

FP5. Proposed Resolution to Adopt the Fiscal Year 2017-18 Big Bear Lake Fire Protection District Budget

Board consideration of conducting a public hearing and approving Resolution No. FP2017-03 adopting the Big Bear Lake Fire Protection District Budget for Fiscal Year 2017-18.

At the hour of 5:34 p.m., Chairman Putz opened the public hearing. Hearing no public comment, at the hour of 5:35 p.m., Chairman Putz closed the public hearing.

Senior Finance Officer Holt presented the fiscal year 2017-18 budget for consideration and possible adoption. Ms. Holt presented the preliminary draft budget at the Fire Authority Board meeting on April 25, 2017.

Motion by Board Member Jackowski; seconded by Board Member Jahn, to adopt the following resolution entitled:

RESOLUTION NO. FP2017-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR LAKE FIRE PROTECTION DISTRICT, A SUBSIDIARY FIRE PROTECTION DISTRICT OF THE CITY OF BIG BEAR LAKE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE BIG BEAR LAKE FIRE PROTECTION DISTRICT APPROVED BUDGET FOR FISCAL YEAR 2017-2018

Said Motion was approved by the following vote:

AYES: Jackowski, Jahn and Putz
NOES: None
ABSENT: Herrick
ABSTAIN: Caretto

ADJOURNMENT

There being no further business to come before the Fire Protection District at this session, Chairman Putz adjourned the meeting at 5:39 p.m.

Dawn Marschinke
Board Secretary



AGENDA REPORT

Item No. FP3

MEETING DATE: October 24, 2017

TO: Honorable Chairman and Members of the Fire Protection District

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Mike Maltby, Assistant Fire Chief *MM*

SUBJECT: APPROVAL OF RESOLUTION AMENDING DESIGNATED AUTHORIZED AGENTS TO EXECUTE DISASTER ASSISTANCE REQUESTS TO CAL OES FOR FUTURE DISASTERS, AND RESCINDING RESOLUTION FP2015-01

BACKGROUND

As a condition for accepting certain grant funding, the California Office of Emergency Services (Cal OES) requests that each agency provide a current resolution updating the governing body's approval of their respective authorized agents to obtain certain financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or State financial assistance under the Natural Disaster Assistance Act.

DISCUSSION

At their January 26, 2015 meeting, the Board approved Resolution FP2015-01, authorizing the Fire Chief and Battalion Chief, as its agents, to execute disaster assistance requests.

As the current resolution identifies a position that no longer exists, it is proposed that the Fire Chief and Assistant Fire Chief be designated as the District's agents to provide to Cal OES, executing documents pertaining to Federal/State disaster assistance.

RECOMMENDATION

Staff recommends the Fire District Board rescind Resolution FP2012-01, and approve Resolution FP2017-XX amending its designated authorized agents able to execute disaster assistance requests for future disasters to Cal OES.

Attachment A: Resolution No. FP2017-XX Authorizing Agents for the Execution of State Disaster Assistant Request Applications to Cal OES
Attachment B: Designation of Applicant's Agent Resolution

RESOLUTION NO. FP2017 –XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR LAKE FIRE PROTECTION DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AMENDING DESIGNATED AUTHORIZED AGENTS TO EXECUTE DISASTER ASSISTANCE REQUESTS TO CAL OES FOR FUTURE DISASTERS, AND RESCINDING RESOLUTION NO. FP2015-01

WHEREAS, the Big Bear Lake Fire Protection District responds to numerous emergency responses resulting from fires, earthquakes, storms/flooding, and other natural disasters; and

WHEREAS, the Big Bear Lake Fire Protection District requests reimbursement from the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (Cal OES) for personnel, materials, and equipment utilized during disaster related duties; and

WHEREAS, an authorized agent for the Big Bear Lake Fire Protection District must then file the application with Cal OES for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or State financial assistance under the Natural Disaster Assistance Act; and

WHEREAS, the Big Bear Lake Fire Protection District adopted Resolution No. FP2015-01 authorizing certain agents to provide for all matters pertaining to State disaster assistance; and

WHEREAS, Resolution No. FP2015-01 identifies a position that no longer exists; and

WHEREAS, Cal OES requires that each agency provide a current resolution updating the governing body's approval of their respective authorized agents to obtain certain grant funding;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Big Bear Lake Fire Protection District, a public entity established under the laws of the State of California, hereby rescinds Resolution No. FP2015-01 and adopts Resolution No. FP2017-XX authorizing the Fire Chief and Assistant Chief as its agents to provide to Cal OES, any and all matters pertaining to such State disaster assistance the assurances and agreements required.

PASSED, APPROVED AND ADOPTED this ____ day of October, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Randall Putz, Chairman

ATTEST:

Dawn E. Marschinke, Board Secretary

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

I, Dawn E. Marschinke, Secretary of the Big Bear Lake Fire Protection District Board, do hereby certify that the whole number of members of the said Board is five; that the foregoing resolution, being Resolution No. FP2017-XX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of the Board, all at a meeting of the said Board held on the ____ day of October, 2017 and that the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dawn E. Marschinke, Board Secretary

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Big Bear Lake Fire Protection District
(Governing Body) (Name of Applicant)

THAT Fire Chief, OR
(Title of Authorized Agent)

Assistant Fire Chief, OR
(Title of Authorized Agent)

N/A
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Big Bear Lake Fire Protection District public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Big Bear Lake Fire Protection Dist., a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 24th day of October, 2017

Randall Putz, Chairman
(Name and Title of Governing Body Representative)

Rick Herrick, Vice Chairman; David Caretto, Board Member
(Name and Title of Governing Body Representative)

Bob Jackowski, Board Member; Bill Jahn, Board Member
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Dawn E. Marschinke, duly appointed and Board Secretary of
(Name) (Title)
Big Bear Lake Fire Protection Dist., do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Big Bear Lake Fire Protection Dist.
(Governing Body) (Name of Applicant)

on the 24th day of October, 2017.

(Signature)

Board Secretary
(Title)



AGENDA REPORT

Item No. FP4

MEETING DATE: October 24, 2017

TO: Honorable Chairman and Members of the Fire Protection District

FROM: Jeff Willis, Fire Chief

PREPARED BY: Mike Maltby, Assistant Fire Chief

SUBJECT: **APPROVAL OF RESOLUTION AMENDING DESIGNATED AUTHORIZED AGENTS TO EXECUTE REQUESTS FOR CAL FIRE STATE FIRE PREVENTION ASSISTANCE GRANT FUNDS, AND RESCINDING RESOLUTION FP2015-02**

BACKGROUND

As a condition for accepting certain grant funding, the California Office of Emergency Services (Cal OES) requests that each agency provide a current resolution updating the governing body's approval of their respective authorized agents to obtain certain financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or State financial assistance under the Natural Disaster Assistance Act.

In addition, CAL FIRE grant programs also require the appropriate Board of Directors to designate, by resolution, positions authorized to act on behalf of the organization when applying for grants authorized through CAL FIRE.

DISCUSSION

At their January 26, 2015 meeting, the Board approved Resolution FP2015-02, authorizing the Fire Chief and Battalion Chief, as its agents, to execute disaster assistance requests.

As the current resolution identifies a position that no longer exists, it is proposed that the Fire Chief and Assistant Fire Chief be designated as the District's agents to provide to CAL FIRE or other granting agency, for executing documents pertaining to State disaster assistance and or fire prevention activities.

RECOMMENDATION

Staff recommends that the Fire District Board rescind Resolution FP2012-02, and approve Resolution FP2017-XX amending its designated authorized agents to execute disaster assistance grant requests for future disasters to CAL FIRE for fire prevention funds.

RESOLUTION NO. FP2017 –XX

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR LAKE FIRE PROTECTION DISTRICT, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AMENDING DESIGNATED AUTHORIZED AGENTS TO EXECUTE REQUESTS FOR CAL FIRE STATE FIRE PREVENTION ASSISTANCE FUNDS, AND RESCINDING RESOLUTION FP2015-02

WHEREAS, the Big Bear Lake Fire Protection District responds to numerous emergency responses resulting from fires, earthquakes, storms/flooding, and other natural disasters; and

WHEREAS, the Big Bear Lake Fire Protection District requests reimbursement from the California Department of Forestry and Fire Protection (CAL FIRE) for personnel, materials, and equipment utilized during disaster related duties; and

WHEREAS, an authorized agent for the Big Bear Lake Fire Protection District must then file the application with CAL FIRE for the purpose of obtaining certain state financial assistance grants under CAL FIRE authorized by the state legislature.

WHEREAS, Resolution No. FP2015-02 identifies a position that no longer exists; and

WHEREAS, CAL FIRE requires that each agency provide a current resolution updating the governing body's approval of their respective authorized agents to obtain certain grant funding;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Big Bear Lake Fire Protection District, a public entity established under the laws of the State of California, hereby rescinds Resolution No. FP2015-02 and adopts Resolution No. FP2017-XX, authorizing the Fire Chief and Assistant Chief, as its agents, to sign and execute said agreements on behalf of the Big Bear Lake Fire Protection District.

PASSED, APPROVED AND ADOPTED this ____ day of October, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Randall Putz, Chairman

ATTEST:

Dawn E. Marschinke, Board Secretary

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

I, Dawn E. Marschinke, the Secretary of the Big Bear Lake Fire Protection District Board, do hereby certify that the whole number of members of the said Board is five; that the foregoing resolution, being Resolution No. FP2017-XX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the ____ day of October, 2017 and that the same was so passed and adopted by the following vote:

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

Dawn E. Marschinke, Board Secretary



AGENDA REPORT

Item No. FP5

MEETING DATE: October 24, 2017

TO: Honorable Chairman and Members of the Fire Protection

FROM: Jeff Willis, Fire Chief

SUBJECT: **APPROVAL OF REVISED LEASE AGREEMENT WITH SNOW SUMMIT, LLC FOR USE OF FIRE PROTECTION DISTRICT PARKING LOT**

BACKGROUND

In October 2012, the Fire Protection District entered into a lease agreement with Snow Summit, Inc., for the purpose of vehicle parking on District property adjacent to the Moonridge fire station during the ski season. At no fault of either party, the term of the lease agreement expired at the end of the 2015/16 ski season and was given a one-year extension through the end of the 2016/17 ski

DISCUSSION

District legal counsel has provided the attached revised lease agreement for the 2017/18 winter season which will automatically renew for four (4) additional one-year periods. The lease can be terminated by either party in writing prior to October 1 of the year either party wishes to terminate.

RECOMMENDATION

Approve and authorize the Fire Chief to sign the land lease agreement for the 2017/2018 winter season and up to four (4) additional consecutive years.

Attachment A: Lease Agreement with Snow Summit LLC

LEASE

Effective the ___ day of _____, 2017, BIG BEAR LAKE FIRE PROTECTION DISTRICT, a public entity duly formed and existing under the laws of the State of California (hereinafter “Lessor”) and SNOW SUMMIT, LLC, (hereinafter “Lessee”) agree as follows:

1. Recitals

This Lease is made with reference to the following facts and objectives:

(a) Lessor is the owner of certain real property located at 42610 Rathbun Drive. On or adjacent to the street address is a fire station and unimproved land. Lessee desires to lease said property except a portion approximately 75’ X 65’ containing the fire station (hereinafter “leased premises”). Exhibit “A” is a map showing the approximate location of the leased premises.

(b) Lessee is willing to lease the premises from Lessor pursuant to the provisions stated herein.

2. Lease of Premises

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the leased premises.

3. Term

The term of this Lease shall commence on November 1, 2017 and shall continue through October 31, 2018. The term of this Lease shall automatically renew for four (4) additional one-year periods unless terminated in writing by either Lessee or Lessor by October 1 of the year either party wishes to terminate.

4. Rent

“Ski season” shall be defined to include November 15 of any year during the term of this Lease or any extensions thereof, commencing November 15, 2017 until the last day following that November 15 that Lessee is operating the ski resorts in Big Bear Lake for skiing purposes. Lessee shall pay to Lessor as rent the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per ski season: the first payment is payable upon execution of this Lease, and for each ski season thereafter, payment shall be made on or before November 1 preceding the applicable ski season.

5. Taxes

Lessee shall pay before delinquency all possessory interest and other taxes, assessments, and other charges that are levied against the leased premises.

6. Use of Premises

During ski season, Lessee shall use the leased premises for ski area parking and related uses, and for no other purpose. Lessee shall have the right to locate on said premises portable restroom facilities, including a restroom trailer, in a location which is acceptable to Lessor, and in compliance with all applicable laws and regulations. Lessee shall have the right, at its own cost and expense, to provide to the leased premises all necessary utilities including, but not limited to, water and electricity. In any time period which is not part of the ski season, Lessor shall have the exclusive right to use the leased premises for any purpose it desires.

7. Maintenance

Lessee shall maintain the leased premises in good order and condition and pave said leased premises with Class II material.

8. Insurance

Lessee shall carry, at all times during the term of this Lease, public liability insurance covering the leased premises in an amount of at least One Million Dollars (\$1,000,000.00). Lessee shall provide continuing proof of insurance to the District at all times during the term of the agreement. Lessor will be named as an additional insured on all such coverage, and Lessee will provide to Lessor copies of policies, certificates of insurance or other evidence reasonably satisfactory to Lessor that such insurance coverage has been obtained and is in effect.

9. Late Charges

Lessee's failure to pay rent promptly may cause Lessor to incur unanticipated costs. The exact amounts of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by any ground lease, mortgage or trust deed encumbering the Leased premises. Therefore, if Lessor does not receive any rent payment within ten (10) days after it becomes due, Lessee shall pay Lessor a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment.

Any amount owed by Lessee to Lessor which is not paid when due shall bear interest at the rate of eight percent (8%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Lessee under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Lessee under this Lease. If the interest rate specified in the Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

10. Assignment

This Lease cannot be assigned, sold or sublet by Lessee, in whole or in part, without the prior approval of Lessor.

11. Hazardous Materials

As used in this Lease, the term “Hazardous Material” means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials” or “toxic substances” now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide; DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Lessee shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Leased premises by Lessee, its agents, employees, contractors, sublessees or invitees without the prior written consent of Lessor. Lessor shall be entitled to take into account such other factors or facts as Lessor may reasonably determine to be relevant in determining whether to grant or withhold consent to Lessee’s proposed activity with respect to Hazardous Material. In no event, however; shall Lessor be required to consent to the installation or use of any storage tanks on the Leased premises.

12. Indemnity

Lessee shall indemnify Lessor against and hold Lessor harmless from any and all costs, claims or liability arising from: (a) Lessee’s use of the leased premises; (b) the conduct of Lessee’s activities or anything else done or permitted by Lessee to be done in or about the leased premises, including any contamination of the Leased premises or any other property resulting from the presence or use of Hazardous Material caused or permitted by Lessee; (c) any breach or default in the performance of Lessee’s obligations under this Lease; (d) any misrepresentation or breach of warranty by Lessee under this Lease; or (e) other acts or omissions of Lessee. Lessee shall defend Lessor against any such cost, claim or liability at Lessee’s expense with counsel reasonably acceptable to Lessor or, at Lessor’s election, Lessee shall reimburse Lessor for any legal fees or costs incurred by Lessor in connection with any such claim. As a material part of the consideration to Lessor, Lessee assumes all risk of damage to Leased premises or injury to persons in or about the Leased premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor, except for any claim arising out of Lessor’s gross negligence or willful misconduct. As used in this Section, the term “Lessee” shall include Lessee’s employees, agents, contractors, and invitees, if applicable.

13. Lessor’s Access

Lessor or its agents may enter the Leased premises at all reasonable times to show the leased premises to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Lessee’s compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Lessor deems necessary. Lessor shall give Lessee prior notice of such entry, except in the case of an emergency.

14. Existing Conditions

Lessee accepts the Leased premises in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation as to the condition of the Leased premises or the suitability of the Leased premises for Lessee's intended use. Lessee represents and warrants that Lessee has made its own inspection of and inquiry regarding the condition of the Leased premises and is not relying on any representations of Lessor with respect thereto.

15. Exculpation of Lessor from Liability

Lessor shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers or any other person in or about the Leased premises, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Leased premises or from other sources or places; or (d) any act or omission of any other lessee of the leased premises. Lessor shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Lessee.

16. Alterations, Additions, and Improvements

Lessee shall not make any structural alterations, additions or improvements to the Leased premises without Lessor's prior written consent. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Lessor. Upon completion of any such work, Lessee shall provide Lessor with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

Lessee shall pay, when due, all claims for labor and material furnished to the Leased premises. Lessee shall give Lessor at least twenty (20) days prior written notice of the commencement of any work on the Leased premises, regardless of whether Lessor's consent to such work is required. Lessor may elect to record and post notices of non-responsibility on the Leased premises.

17. Termination

If Lessee shall violate or fail to comply with the provisions of this Lease, including the failure to make rental payments when due and if said nonfulfillment or nonperformance chart continue for a period of thirty (30) days after notice has been given to it by Lessor, then, upon expiration of said thirty (30) day period, such failure shall be grounds for termination. Said notice shall specify in detail the items of alleged nonperformance.

18. Condition Upon Termination

Upon the termination of the Lease, Lessee shall surrender the Leased premises to Lessor, clean and in the same condition as received except for ordinary wear and tear which Lessee was not otherwise obligated to remedy under any provision of this Lease. In addition, Lessor may require Lessee to remove any alterations, additions or improvements (whether or not made with Lessor's consent) prior to the expiration of the Lease and to restore the Leased premises to its prior condition, all at Lessee's expense. All alterations, additions and improvements which Lessor has not required Lessee to remove shall become Lessor's property and shall be surrendered to Lessor upon the expiration or earlier termination of the Lease, except that Lessee may remove any of Lessee's machinery or equipment which can be removed without material damage to the Leased premises. Lessee shall repair, at Lessee's expense, any damage to the Leased premises caused by the removal of any such machinery or equipment. In no event, however, shall Lessee remove any of the following materials or equipment (which shall be deemed Lessor's property) without Lessor's prior written consent: any power, wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

19. Signs

Lessee, at its sole cost and expense, shall have the right to place, construct and maintain on the leased premises one or more signs. If permits are required for such, Lessee shall secure and pay for such permits.

20. Inspection

During the term of this Lease, the duly authorized representative of Lessor shall be permitted to enter the leased premises for the purpose of inspection but shall enter said leased premises at Lessor's own risk and in the manner and at such times as will not hinder the operation of Lessee. Lessor shall indemnify and hold Lessee harmless from any damage, claim, or demand by reason or injury to or the presence of Lessor or Lessor's representative on the leased premises or the approaches thereto.

21. Notice

All notices and other communications to either party required or permitted under this Lease shall be in writing and shall either be personally served or sent by first class mail, postage prepaid, addressed as hereafter set forth until either party shall give notice to the other of the change of such- party's address, by certified mail, return receipt requested, which change of address so communicated shall thereafter be treated as the address of the party who gave such notice. Notice shall be deemed delivered forty-eight (48) hours following the date of mailing.

LESSOR: BIG BEAR LAKE FIRE PROTECTION DISTRICT
P. O. Box 2830
Big Bear Lake, CA 92315

LESSEE: SNOW SUMMIT, LLC
PO Box 77
Big Bear Lake, CA 92315

22. Holding Over

Lessee shall vacate the Leased premises upon the expiration or earlier termination of this Lease. Lessee shall reimburse Lessor for and indemnify Lessor against all damages, which Lessor incurs from Lessee's delay in vacating the Leased premises. If Lessee does not vacate the Leased premises upon the expiration or earlier termination of the Lease and Lessor thereafter accepts rent from Lessee, Lessee's occupancy of the Leased premises shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the rent then in effect shall be increased by twenty-five percent (25%).

23. Attorneys' Fees

In the event that it becomes necessary to commence litigation to enforce or interpret any provision of this Lease, the prevailing party in such litigation shall be entitled to all reasonable costs of litigation, including reasonable attorneys' fees.

24. Waiver

Lessee waives the protection of any statute, code or judicial decision, which grants a Lessee the right to terminate a lease in the event of the substantial or total destruction of the leased premises.

25. Restrictions

Lessee shall not utilize parking at 42610 Rathbun Drive in any manner or fashion, which shall block, impede; restrict, or interfere with the passage of emergency vehicles in or out of the Fire Station.

26. Time is of the Essence

Time is of the essence with regard to this Lease.

27. Binding on Successors

This Lease and the covenants, conditions and limitations set forth herein shall be binding upon the parties hereto and their heirs, devisees, successors, and assigns.

28. Non-Discrimination

Lessee promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of

race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the leased premises or any portion thereof.

29. Severability

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

30. Interpretation

The captions of the Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Lessee, the term "Lessee" shall include Lessee's agents, employees, contractors, invitees, successors or others using the leased premises with Lessee's expressed or implied permission.

31. Incorporation of Prior Agreements: Modifications

This Lease is the only agreement between the parties pertaining to the Lease of the leased premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

32. Waivers

All waivers must be in writing and signed by the waiving party. Lessor's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Lessor from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Lessee or in a letter accompanying a payment check shall be binding on Lessor. Lessor may, with or without notice to Lessee, negotiate such check without being bound to the conditions of such statement.

33. Force Majeure

If Lessor cannot perform any of its obligations due to events beyond Lessor's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Lessor's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction, and weather conditions.

34. Entire Agreement

This Lease and all terms and conditions set forth herein are deemed to be the complete and the unequivocal written agreement of the parties and no other agreement, either written or oral, between the parties and relating to the leased premises shall be of any legal force or effect.

Date: October ____, 2017

BIG BEAR LAKE FIRE PROTECTION DISTRICT, a public entity duly formed and existing under the laws of the State of California,

By: _____
Its: Fire Chief

Date: October ____, 2017

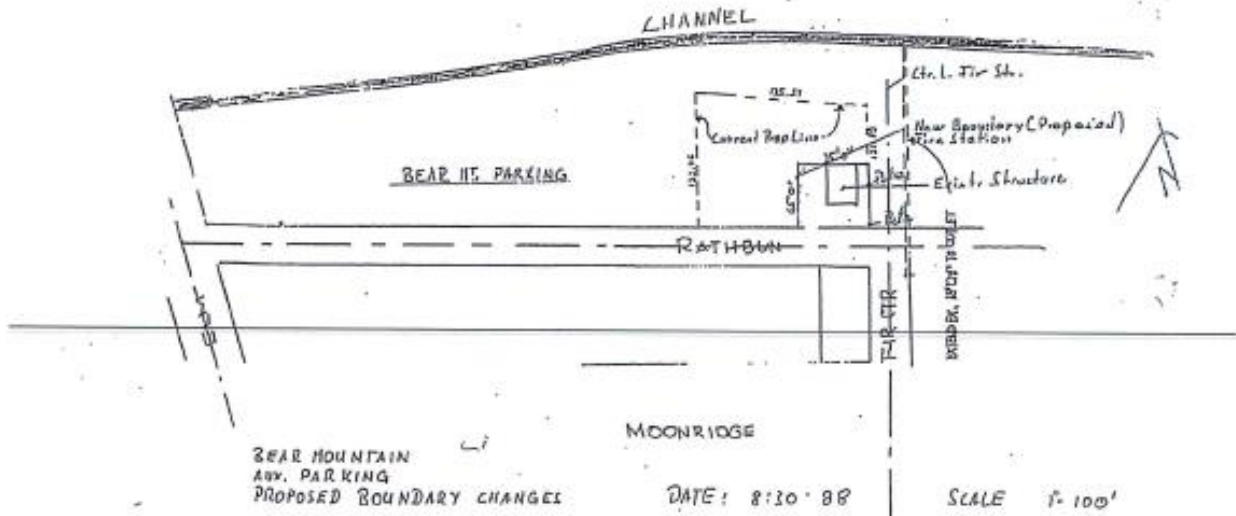
SNOW SUMMIT, LLC

By: _____
Its:

ATTEST:

Dawn Marschinke, Board Secretary

EXHIBIT "A"





AGENDA REPORT

Item No. FP6

MEETING DATE: October 24, 2017

TO: Honorable Chairman and Members of the Fire Protection District

FROM: Shirley Holt, Senior Finance Officer *SH*

SUBJECT: **LETTER OF UNDERSTANDING BETWEEN BIG BEAR LAKE FIRE PROTECTION DISTRICT AND BIG BEAR LAKE PROFESSIONAL FIREFIGHTERS' ASSOC., IAFF LOCAL 935 REGARDING CHANGE IN HEALTH/LIFE BENEFITS**

BACKGROUND

The current Memorandum of Understanding (MOU) for the Big Bear Lake Professional Firefighters' Assoc., IAFF Local 935 includes provisions for Health Insurance Section 12.1.2, stating that the District will maintain health insurance benefits and co-payments consistent and comparable to the health plans in place as of the date of this MOU. Additionally, Section 12.1.2 describes specifically that the District shall provide 100% of the highest cost Health Maintenance Organization (HMO) coverage for the employee and their dependents. Section 12.3 defines a life insurance benefit that the District shall provide \$25,000 life insurance coverage for the employee only. The Fire Protection District health plan enrollment period for 2018 ends as of November 30, 2017, and provides a window for which health plans can be changed. In anticipation of consolidation into Big Bear Fire Authority, staff initiated a benefit committee of employees to research, along with Keenan, our benefit broker, a new set of Health, Dental, Vision, Life and voluntary benefits for the combined Fire Protection District and Fire Authority employees. These selections are effective December 1, 2017 for the Fire Protection District employees.

DISCUSSION

The Benefits Committee selected a new set of health plans that did not include an HMO option for health insurance due to the HMO plan no longer being offered to groups of our size. Since the MOU specifically describes the HMO plan as the value of the health benefit, staff is introducing a letter of understanding to the current MOU that allows for the EPO 15 plan to become the value of the health plan effective December 1, 2017. Additionally, the letter also provides for an increase in the Life insurance benefit from \$25,000 to \$100,000, effective December 1, 2017.

FISCAL IMPACT

The current monthly premium paid for all Fire Protection District suppression employees for their Health benefit is \$14,850. The new estimated monthly premium for the EPO 15 plan would be \$16,870, an increase of \$1,010 or 13.6%.

Current Anthem \$25,000 life insurance monthly premiums are \$130.72. The new monthly premium for Reliance \$100,000 life insurance would be approximately \$247.00 an increase of \$116.28 per month. However, moving the Fire Authority from their current vendor Unum, to combine with the Fire Protection District at Reliance creates a savings of \$142.00 per month.

RECOMMENDATION

Staff recommends the Board approve the amendment to the MOU provided in the Letter of Understanding between Big Bear Lake Fire Protection District and Big Bear Lake Professional Firefighters' Assoc., IAFF Local 935 regarding changes in the Health/Life benefits.

Attachment A: MOU Letter of Understanding

**Letter of Understanding
Between
The Big Bear Lake Fire Protection District and
The Big Bear Lake Professional Firefighters' Assoc., IAFF Local 935**

The Big Bear Lake Fire Protection District (District) and the Big Bear Lake Professional Firefighters' Assoc., IAFF Local 935 (Association) have previously met and conferred and agreed upon the following Letter of Understanding (LOU) dated October of 2017. The parties have agreed as follows:

1. Health Insurance

Beginning as of December 1, 2017, there will no longer be a Health Maintenance Organization (HMO) option as specifically outlined in the current MOU. That plan is being substituted with an Exclusive Provider Organization (EPO) plan.

As such, Section 12.1 of the MOU shall be revised as of December 1, 2017 to read:

12.1 Health Insurance

12.1.1 During the term of this contract, the District will maintain health insurance benefits and co-payments substantially consistent and comparable to the health plans in place as of the date of this MOU.

12.1.2 The District shall provide 100% of the highest cost Exclusive Provider Organization (EPO) plan coverage for the employee and his or her dependents. The District will pay the cost of the monthly premium of the highest cost EPO plan that is offered towards the higher cost health insurance options (e.g., PPO, POS) offered by the District.

12.1.3 Eligible employees who are able to secure health insurance coverage through their spouse or other source with benefits comparable to those provided through the District sponsored plans may waive coverage under the District sponsored plans. The employee shall sign a waiver form provided by the Human Resources Department. The District will pay such employee(s) one-half of the employee only contribution of the District's highest EPO premium, for each month thereafter that the employee continues to receive health insurance through their spouse or other source.

2. Life Insurance

Similarly, beginning as of December 1, 2017, the District has agreed to provide \$100,000, rather than \$25,000, in Life Insurance coverage to Association members.

As such, Section 12.3 of the MOU shall be revised as of December 1, 2017 to read:

12.3 Life Insurance

The District will provide \$100,000 in life insurance coverage for the employee only.

3. Remainder of the Contract Not Affected

The parties anticipate continued negotiations related to the terms of a new MOU between the Association and the Big Bear Fire Authority, a joint powers authority formed between the District and the Big Bear City Community Services District. Until that new MOU is enacted, all other provisions of the latest MOU between the District and the Association shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding as of the latest day and year below.

Date: _____

Date: _____

BIG BEAR LAKE FIRE PROTECTION DISTRICT

BIG BEAR LAKE PROFESSIONAL FIREFIGHTERS' ASSOC., IAFF LOCAL 935

Randall Putz, Board Chair

Mitch Hollenbaugh, Representative

Jeff Willis, Fire Chief

Chuck Robillard, Representative

Shirley Holt, Senior Finance Officer