



# Big Bear Fire Authority

## BIG BEAR FIRE AUTHORITY MEETING AGENDA AUGUST 18, 2015

### ORDER OF BUSINESS:

Closed Session – 5:00 p.m. – Executive Conference Room,  
39707 Big Bear Blvd., Big Bear Lake, CA 92315

Regular Session - 6:30 p.m. - Hofert Hall,  
39707 Big Bear Blvd., Big Bear Lake, CA 92315

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### BOARD OF DIRECTORS

**CHAIRMAN RICK HERRICK**  
**VICE CHAIRMAN PAUL TERRY**  
**DIRECTOR DAVID CARETTO**  
**DIRECTOR JOHN GREEN**  
**DIRECTOR BOB JACKOWSKI**  
**DIRECTOR BILL JAHN**  
**DIRECTOR KARYN OXANDABOURE**  
**DIRECTOR RANDALL PUTZ**  
**DIRECTOR LARRY WALSH**  
**DIRECTOR AL ZIEGLER**

### STAFF

**FIRE CHIEF JEFF WILLIS**  
**AUTHORITY COUNSEL JEFF FERRE**  
**TREASURER-AUDITOR/CONTROLLER SHIRLEY HOLT**  
**BOARD SECRETARY DAWN MARSCHINKE**

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### 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

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION** pursuant to Government Code  
Section 54957

Title of Position:      Fire Chief

**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.**

**ANNOUNCEMENTS & UPCOMING EVENTS**

The Fire Authority's Administrative Office will be closed on Monday, September 7, 2015 in observance of Labor Day. The Authority's office will re-open at 8:00 a.m. on Tuesday, September 8, 2015.

**PRESENTATIONS**

Recognition of promotions for the following personnel:

David Jayne, from Engineer to Captain

Roger LaVoire, from Firefighter/Paramedic to Engineer

Introduction, administration of Oath of Office, and badge pinning of newly hired Matthew Katz, Apprentice Firefighter/Paramedic.

Introduction of Pat Waite, Fire Fuels Intern/Grants.

Presentation to Big Bear CERT for their participation in the Lake Fire. Receiving the certificate is Margaret Tiefenthaler.

Certificate of Appreciation for Wildland Training at Camp Engedi. Receiving the certificate is Rick Teshima.

Certificate of Appreciation to Dr. Joel Bickler, D.D.S. in appreciation for his care of a Firefighter during the Lake Fire.

**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** – Public comment is permitted only on items not on the posted agenda that are within the subject matter jurisdiction of the Authority. Please note that State law prohibits the Fire Authority from taking any action on items not listed on the agenda.

There is a three minute maximum time limit when addressing the respective Board during this time period.

**CHIEF'S REPORT****FINANCE DIRECTOR'S REPORT**

July Monthly Financial Report

**CONSENT CALENDAR****FA1. Proposed Resolution Approving the Carryover of Appropriations from Fiscal Year 2014/15 to Fiscal Year 2015/16.**

Board consideration of adopting Resolution No. BBFA2015-XXX approving the carryover of appropriations from Fiscal Year 2014/15 to Fiscal Year 2015/16.

**FA2. Approval of Big Bear Fire Authority Meeting Minutes from the June 2, 2015 Regular Meeting of the Fire Authority and Special Workshop Meeting from June 15, 2015 and Emergency Board Meeting from June 25, 2015.****FA3. Board Approval to adopt Ambulance Agreement for Ambulance Operational Services and Equipment Lease pursuant to Big Bear Fire Authority Joint Exercise of Powers Agreement.****FA4. Approval of Fire Authority Monthly Activity Reports for June 2015 and July 2015.****FA5. Board Approval to Rescind Resolution No. BBFA2012-001 and adopt a Resolution to Appoint and Designate a New Authority Board Secretary.**

Board consideration of Resolution BBFA2015-XXX to appoint Dawn E. Marschinke to serve as Secretary of the Board of Directors of the Big Bear Fire Authority, and rescind Resolution No. BBFA2012-001.

**FA6. Proposed Resolutions Establishing Membership in the California Joint Powers Insurance Authority (CJPIA).**

Board consideration of adopting Resolution No. BBFA2015-XXX approving execution of the Joint Powers Agreement creating the CJPIA; Resolution BBFA2015-XXX to authorize and approve pooling of self-insurance through the liability protection program of the CJPIA; Resolution BBFA2015-XXX authorizing application to the Director of Industrial Relations, state of California for a Certificate of Consent to self-insure worker's compensation liabilities.

**FA7. Proposed Resolution Authorizing Workers Compensation Coverage to Volunteers.**

Board consideration of adopting Resolution No. BBFA2015-XXX providing Workers' Compensation coverage for certain Big Bear Fire Authority Volunteers pursuant to the provisions of Section 3363.5 of the Labor Code.

**FA8. Proposed Resolution of Acquisition of Federal Excess Property for Fire Department Use.**

Board consideration of adopting Resolution No. BBFA2015-XXX authorizing application for federal excess personal property in accordance with United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

**FA9. Proposed Resolution of Fire Authority Personnel Management Policies and Procedures Manual.**

Board consideration of adopting Resolution No. BBFA2015-XXX as Big Bear Fire Authority's Personnel Policies and Procedures Manual.

**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.*

**FA10. Proposed Resolution for the Adoption of the Fiscal Year 2015-16 Big Bear Fire Authority Budget.**

Board consideration of conducting a public hearing and adopting Resolution No. BBFA2015-XXX adopting the Big Bear Fire Authority approved budget for Fiscal Year 2015-16 and rescind BBFA2015-008.

**NEW BUSINESS**

**FA11. Proposed Resolution to create a Local Agency Investment Fund (LAIF) account for deposit of Fire Authority monies.**



Board consideration of Resolution No. BBFA2011-XXX creating a LAIF account under Government Code Section 16429.1 et. Seq. for deposit of Fire Authority monies.

**FA12. Proposed Resolution Establishing a Policy Authorizing Tort Liability Claims Handling Responsibility to the Fire Chief.**

Board consideration of adoption Resolution No. BBFA2015-XXX authorizing the Fire Chief as delegate to handle minor claims related to California Joint Powers Insurance Authority (CJPIA) programs authorized by Government Code Section 935.4.

**FA13. Selection and Certifications of Board Members to sit on California Joint Powers Insurance Authority (CJPIA).**

Board consideration of assignment of a Fire Authority Board Member and alternate to the California Joint Powers Insurance Authority (CJPIA) Board.

**COMMITTEE REPORTS**

- Fire Authority Administrative Committee meeting held on July 9, 2015 represented by Chairman Herrick, Director Jahn, and Director Walsh. Vice Chairman Terry was absent.

**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 13th day of August, 2015.

*Dawn E. Marschinke*

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Dawn E. Marschinke, Board Secretary

*The Big Bear Fire Authority 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 Authority to make reasonable arrangements to ensure accessibility to this meeting.*



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

**MEETING DATE:** August 18, 2015

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

**FROM:** Jeff Willis, Fire Chief

**SUBJECT:** **CHIEF'S REPORT**

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## **Administrative Services**

Effective July 1, 2015, all personnel within the rank of Apprentice Firefighter, Paid-Call Firefighter and three contracted administrative personnel became employees of the Fire Authority. Along with this transition, the fire Authority assumed the responsibility for Human Resource functions and payroll.

## **Strategic Planning Update**

The initial steps have been taken in the development of a Strategic Plan with the primary focus of the mission, vision and goals of the Big Bear Fire Authority. Numerous discussions have taken place with primary stakeholders and we are currently in the process of assembling the information. Once assembled, the information will be presented to the Board for further discussion.

## **Legislation Update**

AB 686 has been signed by the Governor and chaptered. This allows for discussions and development of strategy to provide for pension alignment for SBCERA and CalPERS.

## **Facility Plan**

Conceptually, the Administrative Committee has agreed on the floor plan presented at the July 9, 2015, meeting. Additional discussion is needed regarding the entryway design and the cost for such design. Architect James Nicoloff was directed to obtain specific costs and develop a schedule to be discussed at the next Administrative Committee meeting. It is anticipated that the design, costs and project schedule will be presented to the full Board at the October 20, 2015, meeting.

## **Insurance Services Office (ISO)**

An ISO rating is used by insurance companies to determine insurance rates and is determined by evaluation of an area's fire department capabilities water system, and dispatch center. Fire Authority management staff recently participated in an ISO re-evaluation process. Official results of the re-evaluation process are expected in October. Preliminary information and feedback from the ISO field representative indicates that the re-evaluation will likely result in an improved ISO rating. The favorable outcome of the re-evaluation is largely attributed to the consolidation efforts.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*

**SUBJECT:** **MONTHLY FINANCIAL BOARD REPORT**

- **JULY BUDGET VARIANCE REPORT**
- **JULY CASH DISBURSEMENTS REPORT**
- **LAKE FIRE EXPENSE REPORT**

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## **BACKGROUND**

It is the goal of the Fire Authority Senior Finance Officer to provide timely financial reports to the Fire Authority Board, Fire Chief, and Suppression Management team to implement a strong relationship between Suppression Operations and Finance. The Suppression Management team will be able to use the financial reports to observe and react to budget variances in both revenue and expenses, track capital expenses and follow grant/mutual aid expenditures and reimbursement.

## **DISCUSSION**

Each month the financial reports will be available approximately the 15<sup>th</sup> of the month following the last day of the prior month. All monthly financial reports will be presented at the next Authority Board meeting following their completion. Initially, the monthly reports will include a Budget Variance Report, a Cash Disbursement Report and Fiscal Impact Report on any significant event.

## **BUDGET VARIANCE REPORT**

July 2015

- The Budget Variance Report shows revenue as a dollar and percent funded year to date. At 9% through the year the Fire Authority revenue is 31% funded.
- The expenses are also shown as a dollar and percent funded year to date. At 9% into the year the Authority overall is 7% spent.
- In Salaries and Benefits the variance in sick leave earned is due to sick leave balances being brought over from CSD for the Apprentice Firefighters. The variance in Medical Insurance is due to the full three months funding of the Health Savings Accounts. Overall Salaries and Benefits are 9% spent.
- Software is above budget due to a one time annual expense. Other expense accounts running above 9% are: General Household, Education/Training, Travel, and Electricity.

**CASH DISBURSEMENT REPORT**

The Cash Disbursement Report shows the check runs from July 1<sup>st</sup> through August 11<sup>th</sup>. It is divided by departments and includes vendor and dollar amount details.

**FISCAL REPORT**

The Fiscal Report is a presentation of the total Lake Fire expenses by category and the reimbursable versus non-reimbursable totals.

# BIG BEAR FIRE AUTHORITY

## Budget Variance Report

Month Ending July 31, 2015

	CSD Suppression	FPD Suppression	Ambulance	Fire Authority	Total	FY2016 Budget	Actual/ Budget Variance	% Funded /Spent
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### Revenue

<b>Transfer In Revenue</b>								
Operating Contribution	-	-			-	1,675,278	1,675,278	0%
Administrative Personnel Contribution	10,752	21,503	10,752		43,006	473,076	473,076	8%
Reserve Contribution	564,807	564,807			1,129,613	1,426,495	296,882	79%
Ambulance Revenue - Operating			14,728		14,728	90,000	75,272	16%
Ambulance Revenue - Fuel			-		-	46,000	46,000	0%
<b>Total Transfer In Revenues</b>	<b>575,558</b>	<b>586,310</b>	<b>25,480</b>	<b>-</b>	<b>1,187,348</b>	<b>3,753,849</b>	<b>2,566,501</b>	<b>32%</b>

### Current Service Charges

Licenses and Permits				525	525	32,600	32,075	2%
Public Training				390	390	10,000	9,610	4%
Inspections, Reports & Misc				660	660	600	(60)	100%
Plan Review				225	225	0	(225)	100%
Hazard Mitigation Reimb				-	-	25,000	25,000	0%
<b>Total Current Service Charges</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,800</b>	<b>1,800</b>	<b>68,200</b>	<b>66,400</b>	<b>3%</b>

### Use of Money and Property

Interest On Bank Deposits				-	-	1,500	1,500	0%
Rent Income-Bear Mtn				-	-	3,750	3,750	0%
Rent/Options - Cell Tower				-	-	20,193	20,193	0%
Donations				125	125	0	(125)	100%
<b>Total Use of Money and Property</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>125</b>	<b>125</b>	<b>25,443</b>	<b>25,318</b>	<b>0%</b>

**Total Revenue** 575,558 586,310 25,480 1,925 1,189,273 3,847,492 2,658,219 31%

### Expenses

#### Salaries and Benefits

Salaries				43,663	43,663	595,697	552,034	7%
Overtime				1,746	1,746	65,000	63,254	3%
Holiday Pay				1,984	1,984	23,000	21,016	9%
Training Pay				1,185	1,185	14,200	13,015	8%
Vacation Leave Earned				1,353	1,353	16,200	14,847	8%
Sick Leave Earned				4,738	4,738	23,700	18,962	20%
Comp Time Earned				624	624	10,000	9,376	6%

# BIG BEAR FIRE AUTHORITY

## Budget Variance Report

Month Ending July 31, 2015

	CSD Suppression	FPD Suppression	Ambulance	Fire Authority	Total	FY2016 Budget	Actual/ Budget Variance	% Funded /Spent
Personal Leave Earned				1,603	1,603	1,600	(3)	100%
Medical Insurance				38,451	38,451	105,400	66,949	36%
Dental Insurance				1,078	1,078	13,000	11,922	8%
Vision Insurance				174	174	2,100	1,926	8%
Life Insurance				119	119	1,430	1,311	8%
Disability Insurance				391	391	4,700	4,309	8%
401a ER Match				3,688	3,688	50,000	46,312	7%
Medicare ER				708	708	10,000	9,292	7%
Salary Moved to Grant Funded				(14,364)	(14,364)	0	14,364	0%
<b>Total Salaries and Benefits</b>	-	-	-	<b>87,142</b>	<b>87,142</b>	<b>936,027</b>	<b>848,885</b>	<b>9%</b>

### Supplies

Basic Materials				141	141	15,000	14,859	1%
Clothing and Personal Equip				798	798	54,600	53,802	1%
Fuel				-	-	96,540	96,540	0%
General Household				4,750	4,750	30,100	25,350	16%
Medical Supplies				-	-	40,000	40,000	0%
Office Supplies				844	844	18,000	17,156	5%
Postage Charges				51	51	23,800	23,749	0%
Printing				-	-	3,000	3,000	0%
<b>Total Supplies</b>	-	-	-	<b>6,584</b>	<b>6,584</b>	<b>281,040</b>	<b>274,456</b>	<b>2%</b>

### Professional Services

Contractual Services	3,873	3,873	8,782		16,527	251,307	234,780	7%
Interagency Admin Personnel	10,752	10,752	21,503		43,006	516,076	473,070	8%
Interagency General Support	2,917	3,333	6,251		12,502	150,018	137,517	8%
Interagency Property Tax Collection	1,550	3,750			5,300	63,600	58,300	8%
IT Support	454	454	908	908	2,725	32,700	29,975	8%
Professional Services				4,412	4,412	80,320	75,908	5%
Professional Services - Legal	1,269	-		2,235	3,504	62,000	58,496	6%
Recruitment				-	-	30,000	30,000	0%
<b>Total Professional Services</b>	<b>20,814</b>	<b>22,162</b>	<b>37,444</b>	<b>7,555</b>	<b>87,976</b>	<b>1,186,021</b>	<b>1,098,045</b>	<b>7%</b>

### Maintenance and Equipment

Fleet Maintenance			1,766	1,033	2,799	361,100	358,301	1%
Equipment Rotation				-	-	45,000	45,000	0%

# BIG BEAR FIRE AUTHORITY

## Budget Variance Report

Month Ending July 31, 2015

	CSD Suppression	FPD Suppression	Ambulance	Fire Authority	Total	FY2016 Budget	Actual/ Budget Variance	% Funded /Spent
Machinery and Equipment				-	-	21,500	21,500	0%
Maint-Buildings and Grounds	850	166		132	1,148	51,175	50,027	2%
Maintenance - Equipment			4,093	1,249	5,342	56,000	50,658	10%
Software/Other Peripherals	-	-	-	5,179	5,179	26,000	20,821	20%
<b>Total Maintenance and Equipment</b>	<b>850</b>	<b>166</b>	<b>5,859</b>	<b>7,593</b>	<b>14,469</b>	<b>560,775</b>	<b>546,306</b>	<b>3%</b>

# BIG BEAR FIRE AUTHORITY

## Budget Variance Report

Month Ending July 31, 2015

	CSD Suppression	FPD Suppression	Ambulance	Fire Authority	Total	FY2016 Budget	Actual/ Budget Variance	% Funded /Spent
<b>Utilities</b>								
Communications - Radio				-	-	10,000	10,000	0%
Data Telephone Lines	2,130	420		2,375	4,925	48,800	43,875	10%
Utilities - Electric	3,999	2,507		2,441	8,947	53,110	44,163	17%
Utilities - Gas	140	164		84	388	27,550	27,162	1%
Utilities - Water	250	458		343	1,051	10,640	9,589	10%
<b>Total Utilities</b>	<b>6,519</b>	<b>3,548</b>	<b>-</b>	<b>5,244</b>	<b>15,312</b>	<b>150,100</b>	<b>134,788</b>	<b>10%</b>
<b>Other Expenditures</b>								
Advertising				170	170	3,000	2,830	6%
Community Promotion				-	-	3,000	3,000	0%
Education and Training				6,965	6,965	51,500	44,535	14%
Hazard Condition Mitigation				-	-	25,000	25,000	0%
Insurance	-	-	-	971	971	254,000	253,029	0%
Memberships and Dues				865	865	20,000	19,135	4%
Other Expenditure			87		87	5,000	4,913	2%
Public Training				72	72	4,500	4,428	2%
Publications				-	-	3,500	3,500	0%
Rents and Leases	7,500				7,500	24,758	17,258	30%
Travel				2,133	2,133	10,000	7,867	21%
Meetings				-	-	5,400	5,400	0%
<b>Total Other Expenditures</b>	<b>7,500</b>	<b>-</b>	<b>87</b>	<b>11,176</b>	<b>18,762</b>	<b>409,658</b>	<b>390,896</b>	<b>5%</b>
<b>Total Operational Expenses</b>	<b>35,684</b>	<b>25,876</b>	<b>43,390</b>	<b>125,294</b>	<b>230,245</b>	<b>3,523,621</b>	<b>3,293,376</b>	<b>7%</b>
<b>Increase/(Decrease in Fund Balance)</b>	<b>539,874</b>	<b>560,433</b>	<b>(17,911)</b>	<b>(123,369)</b>	<b>959,028</b>			



# Big Bear Fire

## Cash Disbursements

July 1 through August 11, 2015



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 222 Big Bear Fire Authority				
Department: 0000 Balance Sheet				
1140	ICEMA	Admin Fee 7/1/15-9/30/15	08/04/2015	2,074.50
1150	Carrot-Top Industries Inc	Sales tax	08/05/2015	-11.92
1155	General Svc Admin	Sales tax	08/05/2015	-9.26
1167	Confire JPA	Dispatch/Radio/Pager Services - July 2015	08/10/2015	30,980.06
Total for Department: 0000 Balance Sheet				33,033.38
Department: 4222 Big Bear Fire Authority				
1052	AFSS Southern Division	Membership Marschinke, Smith	07/15/2015	100.00
1053	Alliant Insurance Services	ACIP Crime Ins 7/15-7/16	07/15/2015	700.00
1054	All Star Fire Equipment	Kevlar Head Harness	07/15/2015	325.95
1055	Apple Valley Communications	Sta-281 Alarm monitoring July-Dec	07/15/2015	132.00
1056	California Fire Chiefs Association	Membership 7/1/2015-6/30/2016	07/15/2015	250.00
1057	Charter Communications	Sta-281 Cable 6/26-7/25	07/15/2015	1,343.80
1058	FAIRA	Property & Liability Ins 7/15-7/16	07/15/2015	271.00
1059	FDAC	Regis Certificate of Achievement Terry	07/15/2015	890.00
1060	Frank's All Pro Mobile Serv & Repair	Repair chain saw, sharpen chains	07/15/2015	62.50
1061	Globalstar	Satellite Phone 6/16-7/15	07/15/2015	49.54
1062	Image 2000	Copier toner	07/15/2015	47.50
1063	Dawn Marschinke	Travel expense Nuts & Bolts Workshop 7/8-7/11	07/15/2015	688.62
1064	Brian Parham	Per Diem Image Trend Connect Conf 7/28-7/31	07/15/2015	109.00
1065	Randall Putz	Per Diem 7/15-7/17 Certificate of Achievement	07/15/2015	105.00
1066	Joann Olson Baird	Oxygen tank rental June - Dec	07/15/2015	342.00
1067	San Bernardino Fire Chiefs' Association	Membership - Willis	07/15/2015	75.00
1068	Paul Terry	Per Diem 7/15-7/17 Certificate of Achievement	07/15/2015	105.00
1069	Verizon California	Sta-281 Traffic Signal 6/28-7/27	07/15/2015	217.63
1070	Andrew Villagomez	EMT-P Written exam fee	07/15/2015	110.00
1071	Larry Walsh	Per Diem 7/15-7/17 Certificate of Achievement	07/15/2015	105.00
1072	Zhappo Studios	Web Site Maintenance & Update Services 7/15-6/16	07/15/2015	3,120.00
1082	EMS Technology Solutions LLC	7 Inventory & Asset licenses, 21 Fleet Management lic	07/16/2015	3,780.00
1086	Modular Space Corporation	Temp office 6/23-7/22 credit	07/16/2015	288.86
1087	redvector.com LLC	Online Training 42 FT, 24 PT, and Maintenance fee	07/16/2015	6,405.00
1088	Robert Rowe	Install and program 2 phone lines	07/16/2015	237.50
1090	Galls/Quartermaster	Belt Baeskens	07/22/2015	24.26
1091	Image 2000	Copiers base 7/17-8/16 \$278.60, overage 6/17-7/16 \$2	07/22/2015	521.54
1093	Quill Corporation	Office Supplies	07/22/2015	522.62
1094	Southwest Gas Corporation	Sta-281 Admin 6/15-7/15	07/22/2015	62.42
1095	Paul Terry	Travel expense for FDAC Certificate of Achievement	07/22/2015	334.92
1096	Administrative Services Inc	Copier lease	07/24/2015	376.92
1100	Center for Healthcare Education Inc	Course completion cards	07/24/2015	72.03
1102	Firefighters Safety Center	Redbacks Oliveros	07/24/2015	448.01
1104	Mission Linen Supply Inc	Sta-281 shop towels	07/24/2015	48.86
1107	Superior Automotive Warehouse Inc	Vehicle batteries	07/24/2015	318.49
1108	Superior Printing Inc	Bank stamp	07/24/2015	32.59
1113	San Bernardino County Office of the Assessor	Fawnskin parcel assessment	07/28/2015	222.00
1115	Randy Spitz	Coffee & hot chocolate	07/28/2015	392.14
1122	Larry Walsh	FA Admin Committee Meeting 7/9	07/28/2015	485.05
1124	Bear Valley Electric	Sta-281 6/22/15-7/23/15	08/04/2015	1,051.77
1128	DIY Home Center	Return BBQ gas conversion kits	08/04/2015	280.34
1129	Globalstar	Satellite phone 7/16/15-8/15/16	08/04/2015	49.48
1130	JSL Automotive Group LLC	T-281 tire patch	08/04/2015	451.13
1131	Petty Cash	Nameplate Robinson Retirement	08/04/2015	170.49
1132	Southwest Gas Corporation	Training Facility 6/17/15-7/17/15	08/04/2015	22.00
1133	Verizon California	281 consolidated lines 7/13/15-8/12/15	08/04/2015	384.38
1134	AT & T Corp	281 long distance July	08/04/2015	36.05
1137	CBBL Dept of Water	281 6/22/15-7/24/15	08/04/2015	93.38

# Big Bear Fire

## Cash Disbursements

July 1 through August 11, 2015



Check No.	Vendor/Employee	Transaction Description	Date	Amount
1139	Rick Herrick	FA Admin Committee Meeting 7/9	08/04/2015	100.00
1142	Bill Jahh	FA Admin Committee Meeting 7/9	08/04/2015	100.00
1144	SatCom Global Inc	Satellite phone July	08/04/2015	57.07
1146	All Star Fire Equipment	Structure boots - Robillard, Rogers	08/05/2015	615.13
1147	Bad Bear Sportswear	Ball caps (24)	08/05/2015	570.24
1150	Carrot-Top Industries Inc	Robinson US flag & case	08/05/2015	211.42
1151	Center for Healthcare Education Inc	Schlosser reschedule fee	08/05/2015	75.00
1152	Eighth Avenue Enterprise	Radio frequency books	08/05/2015	343.40
1153	Failsafe Testing	T-281 annual aerial inspection	08/05/2015	600.00
1155	General Svc Admin	Copy paper (3)	08/05/2015	124.97
1156	Lautzenhiser's Stationery Inc	Minute book, permanent record paper	08/05/2015	359.79
1158	Josh Mandolini	ICEMA paramedic license renewal	08/05/2015	260.00
1159	Modular Space Corporation	Temp office August	08/05/2015	288.86
1160	United Parcel Service	Welder for repairs	08/05/2015	49.64
1161	Jordon Willis	Station boots	08/05/2015	182.52
1166	Deanne Johanson	PIO Services July	08/06/2015	570.00
Total for Department: 4222 Big Bear Fire Authority				30,769.81
Department: 4223 Big Bear City CSD				
1089	Charter Communications	282 Cable 6/24-7/23, 283 Cable/internet 5/31-6/30	07/22/2015	697.14
1106	Southwest Gas Corporation	Sta-283 6/16-7/16	07/24/2015	34.01
1118	South Coast AQMD	Sta-282 generator permit	07/28/2015	467.98
1123	Vatch Arouchian	Sta-282 & 283 Emergency phones	08/04/2015	50.00
1125	Big Bear City CSD	Sta-283 dumpster	08/04/2015	375.22
1126	Butcher's Block & Building Material	Sta-282 repair	08/04/2015	6.79
1127	Charter Communications	282 Cable 7/24/15-8/23/15, 283 Internet, cable July	08/04/2015	1,220.52
1132	Southwest Gas Corporation	Sta-282 6/17/15-7/17/15	08/04/2015	106.29
1135	Bear Valley Electric	282 6/25/15-7/28/15	08/04/2015	2,610.46
1145	Verizon California	283 7/22/15-8/21/15	08/04/2015	161.91
1149	C & D Termite & Pest Control	282 ant & spider control	08/05/2015	355.00
1162	Billy Wormsbecker	282 No Smoking signs	08/05/2015	24.00
1167	Confire JPA	Dispatch/Radio/Pager Services - July 2015	08/10/2015	3,872.51
Total for Department: 4223 Big Bear City CSD				9,981.83
Department: 4224 Big Bear Lake FPD				
1094	Southwest Gas Corporation	Sta-281 Suppression 6/15-7/15	07/22/2015	62.42
1106	Southwest Gas Corporation	Boulder Bay 6/15-7/15	07/24/2015	101.31
1124	Bear Valley Electric	Sta-281 6/22/15-7/23/15	08/04/2015	1,051.78
1126	Butcher's Block & Building Material	Sta-281 PPE storage room	08/04/2015	94.02
1128	DIY Home Center	281 PPE storage room return	08/04/2015	72.35
1133	Verizon California	281 consolidated lines 7/13/15-8/12/15	08/04/2015	384.37
1134	AT & T Corp	281 long distance July	08/04/2015	36.04
1135	Bear Valley Electric	Monridge 6/25/15-7/28/15	08/04/2015	65.81
1137	CBBL Dept of Water	281 6/22/15-7/24/15	08/04/2015	207.72
1149	C & D Termite & Pest Control	281 ant & spider control	08/05/2015	250.00
1157	Ludecke's Electrical Service Inc	281 light fuse	08/05/2015	37.80
1162	Billy Wormsbecker	281 No Smoking signs	08/05/2015	24.00
1167	Confire JPA	Dispatch/Radio/Pager Services - July 2015	08/10/2015	3,872.51
Total for Department: 4224 Big Bear Lake FPD				6,260.13
Department: 4230				
1073	Lawrence Winslow	Lease 7/1/15-9/30/15 Baldwin Lake Fire Station and gr	07/15/2015	7,500.00
1162	Billy Wormsbecker	284 No Smoking signs	08/05/2015	48.00
Total for Department: 4230				7,548.00

# Big Bear Fire

## Cash Disbursements

July 1 through August 11, 2015



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 4240 Ambulance				
1099	Gregory Buckner	HTMP 7/1-8/1 AED parts	07/24/2015	4,093.10
1110	Christopher Bustos	Transfer meals	07/28/2015	54.75
1116	San Bernardino County Weights & Measures	Ambulance registration/permit	07/28/2015	282.70
1117	Ricky Seward	Transfer meals	07/28/2015	31.93
1130	JSL Automotive Group LLC	MA-282A 2 tires	08/04/2015	1,483.41
1140	ICEMA	Admin Fee 7/1/15-9/30/15	08/04/2015	1,037.24
1148	Gregory Buckner	Defib maintenance, extension cable	08/05/2015	1,757.00
1167	Confire JPA	Dispatch/Radio/Pager Services - July 2015	08/10/2015	7,745.00
Total for Department: 4240 Ambulance				16,485.13
Total for Fund:222 Big Bear Fire Authority				104,078.28
Fund: 320 Authority Capital Projects				
Department: 4320 Authority Capital Projects				
1074	Highland Cabinets and Doors	Cabinets Sta-282 Kitchen	07/15/2015	1,000.00
1085	Highland Cabinets and Doors	Material deposit	07/16/2015	11,831.32
1109	Alternative Support Apparatus LLC	25% Down Payment	07/28/2015	855.00
1126	Butcher's Block & Building Material	Sta-282 kitchen refurbish	08/04/2015	302.27
1154	Geiger Supply Inc	282 kitchen refurbish	08/05/2015	53.04
Total for Department: 4320 Authority Capital Project				14,041.63
Total for Fund:320 Authority Capital Projects				14,041.63
Fund: 999 Payroll Fund				
Department: 0000 Balance Sheet				
1163	American Fidelity Assurance	MCP08880	08/06/2015	504.75
1164	American Fidelity Assurance Company	MCP08880 Flex Account	08/06/2015	83.33
1165	American Fidelity Health Services Administration	HSA Contribution	08/06/2015	37,500.00
Total for Department: 0000 Balance Sheet				38,088.08
Total for Fund:999 Payroll Fund				38,088.08
Grand Total				156,207.99

# BIG BEAR FIRE AUTHORITY

## LAKE FIRE COST BREAKOUT

June 2015

### Personnel - Fire Assignments

OSC2	11,797.93
AREP/VDIVS	6,341.39
ICT2	10,559.14
Firefighters	49,240.77
	<u>\$ 77,939.23</u>

### Personnel - Station Assignments

Up Staffing	35,570.87
Backfill	14,895.02
	<u>\$ 50,465.89</u>

### Equipment

SUV	12-days	1,504.17
SUV	6-days	752.00
SUV	11-days	1,378.82
SUV	8-days	1,002.78
Fire Engine	7-days	7,840.00
Fire Engine	2-days	2,240.00
		<u>\$ 14,717.77</u>

### Contracted Equipment

Ambulance - Standby/Staffed	13,500.00
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### In-Kind

Personnel	Engine crew (4 FTE)	12,701.33
Fire Engine	4-days	4,480.00
Incidentals		311.44
		<u>\$ 17,492.77</u>

**TOTAL**

\$ 174,115.66



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA1

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*

**SUBJECT:** **PROPOSED RESOLUTION APPROVING THE CARRYOVER OF APPROPRIATIONS FROM FISCAL YEAR 2014/15 TO FISCAL YEAR 2015/16**

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## **BACKGROUND/DISCUSSION**

At the end of Fiscal Year 2014/15, there were appropriations still encumbered with additional work to be done in Fiscal Year 2015/16. Funds associated with these appropriations are not part of the Fiscal Year 2015/16 budget. In order to complete the work on the Fiscal Year 2014/15 projects and record expenses in the appropriate fiscal year, the balance of the appropriations supporting these projects needs to be carried over to the new fiscal year as shown in the attached carryover list (Exhibit A).

## **FISCAL IMPACT**

Approval of the attached carryover list will have no impact on fund balances. The Board expected to make these expenditures in Fiscal Year 2014/15; instead, these expenditures will be made in Fiscal Year 2015/16.

## **RECOMMENDATION**

Staff recommends the Fire Authority Board adopt the attached resolution approving the carryover appropriations from Fiscal Year 2014/15 to Fiscal Year 2015/16 as shown in Exhibit A.

SH/dem

Attachment 1: Resolution No. BBFA2015-XXX Authorizing Carryover of Appropriations from FY14/15 to FY15/16

Attachment 2: Exhibit A – FY14/15 to FY15/16 Carryover List

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT  
POWERS AUTHORITY, COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA, ADOPTING CHANGES TO THE  
BIG BEAR FIRE AUTHORITY APPROVED BUDGET FOR  
FISCAL YEAR 2015/16 TO CARRYOVER  
APPROPRIATIONS FROM THE BIG BEAR FIRE  
AUTHORITY APPROVED BUDGET FOR FISCAL YEAR  
2014/15**

**WHEREAS**, the Board of Directors of the Big Bear Fire Authority wishes to carryover appropriations from Fiscal Year 2014/15 to Fiscal Year 2015/16 in order to complete and pay for projects associated with these appropriations.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Big Bear Fire Authority does hereby adopt the carryover changes (appropriation increases) to specific accounts in the approved Fiscal Year 2015/16 Budget for the Big Bear Fire Authority as shown on Exhibit 1.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_th day of August, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the \_\_\_<sup>th</sup> day of August, 2015 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 \_\_\_th day of August, 2015.

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

**EXHIBIT A**

<b>BIG BEAR FIRE AUTHORITY          FISCAL YEAR 2014/15 TO FISCAL YEAR 2015/16          CARRYOVER LIST</b>
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<b>PO#</b>	<b>Vendor Name</b>	<b>Account#</b>	<b>Date</b>	<b>Original</b>	<b>Carryover</b>	<b>Description</b>
13233	Acella, Inc.	320-4320-2240	01/22/15	\$21,857	\$4,529	Springbrook Accounting Software
13238	US Coachworks, LLC	222-4222-3951	02/17/15	\$7,000	\$7,000	Consolidation Retirement Benefit Implications
13282	Motorola	222-4222-6310	6/18/2014	\$9,516.25	\$9,516.25	MHZ Mid Power Radios
			<b>BBFA TOTAL</b>		<b>\$21,045.25</b>	



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**BIG BEAR FIRE AUTHORITY  
MINUTES FOR THE MEETING OF  
JUNE 2, 2015**

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A Regular Meeting of the Big Bear Fire Authority was called to order by Chairman Herrick at 6:30 p.m., Tuesday, June 2, 2015, at 39707 Big Bear Boulevard, Big Bear Lake, California.

**OPEN SESSION**

Moment of Silence: Observed

Pledge of Allegiance: Led by Board Secretary Corinne Flores

Directors Present: Chairman Rick Herrick  
Vice Chairman Paul Terry  
Director David Caretto  
Director Bob Jackowski  
Director Bill Jahn  
Director Karyn Oxandaboure  
Director Randall Putz  
Director Larry Walsh

Directors Excused: Director John Green  
Director Al Ziegler was not at the meeting for roll call but he arrived at 6:37 p.m.

Others Present: Jeff Willis, Fire Chief  
Mike Maltby, Battalion Chief  
Kathleen Smith, Treasurer-Auditor/Controller  
Shirley Holt, Senior Finance Officer  
Corinne Flores, Board Secretary

**ANNOUNCEMENTS AND UPCOMING EVENTS**

The Fire Authority's Administrative Office will be closed on Friday, July 3, 2015 in observance of the Fourth of July holiday. The Authority's office will re-open at 8:00 a.m. on Monday, July 6, 2015.

**PRESENTATIONS**

Chief Willis presented a ten (10) year Fire District employee service pin to David Yegge, Fire Fuels Program Supervisor.

Director Ziegler arrived for the meeting at 6:37 p.m.

Chief Willis recognized the following personnel for their recent promotions. All firefighters were pinned with their promoted rank badges by family members.

Jon Curtis, from Firefighter/Paramedic to Captain

Luke Wagner, from Engineer to Captain

Dan Ausmus, from Firefighter/Paramedic to Engineer

Bobby Whitmore, from Firefighter/Paramedic to Engineer

Brittania Huether, from Apprentice Firefighter/Paramedic to Firefighter/Paramedic

Shawn Sutherland, from Paid Call Firefighter to Apprentice Firefighter/EMT

Chief Willis presented Corinne Flores, Administrative Assistant-Fire Chief and Board Secretary, with a fire department plaque of appreciation in recognition of her retirement after twenty-eight plus years of service to the City of Big Bear Lake, Big Bear Lake Fire Protection District, and Big Bear Fire Authority. Chairman Herrick commented that her attitude is always terrific, even with the pressure on. She always has a smile and handles situations with grace. Director Jackowski agreed with Chairman Herrick's comments and added that Corinne has always made everyone feel at home, she is always ready to help, and she will be missed by all. Director Jahn stated he knew Corinne from when she worked with Building & Safety and she was always a big help. It was a pleasure to work with her then and during her employment with the City; and he appreciates the contributions she has made to the Fire District. Yvette Eddy of Assemblyman Jay Obernolte's office was on hand to present Corinne with a Certificate of Appreciation on his behalf.

Chairman Herrick called for a short recess at 7:00 p.m. and reconvened the meeting at 7:04 p.m.

### **DIRECTORS' GENERAL ANNOUNCEMENTS**

Director Jackowski attended the Chamber of Commerce's Excellence in Business awards ceremony. He commented that he was glad to see Dick Kun receive the first Summit Award, and it was a good, well attended meeting.

Director Caretto extended his congratulations to David Yegge and the firefighters that were promoted. He congratulated Corinne Flores on her retirement and wished her well.

Director Jahn also congratulated Corinne Flores on her retirement.

### **GENERAL PUBLIC COMMENT**

None.

### **CHIEF'S REPORT**

Chief Willis reported on: employee transition to the Fire Authority; Administrative Assistant/Board Secretary retirement; facility plan; Insurance Services Office; strategic plan update; legislation update; and fiscal update.

Received and filed.

### **CONSENT CALENDAR**

Motion by Director Caretto; seconded by Director Jahn, to approve the Consent Calendar as follows:

**FA1. Approval of Demands – Check Issue Date 04/21/15 through 05/20/15 in the amount of \$121,817.88**

Received and filed.

**FA2. Approval of Meeting Minutes from the April 28, 2015 Regular Meeting of the Fire Authority**

Received and filed.

**FA3. Fire Authority Personnel Policies and Procedures**

Board consideration of authorizing the Fire Chief to utilize the current Big Bear City Community Services District's employee policies as the Fire Authority's employee policies are being developed and reviewed for legal updates.

At Chairman Herrick's inquiry, Chief Willis responded the policies, as presented, are currently in use by the Big Bear City Community Services District (CSD) and are specific to the Fire personnel that are transferring from the CSD to the Authority. This is an interim step and a new Fire Authority personnel manual will be brought back to the Board for approval at its next regular meeting.

Approved.

**FA4. Approval of Rescinding and Replacing Big Bear Fire Authority Financial Administrative Instructions**

Board consideration of reviewing and adopting financial Administrative Instructions as identified in the agenda report.

Approved.

**FA5. Proposed Resolution Adopting the Capital Limit of \$5,000 and Approving a New Fixed Asset Accounting and Procedures Administrative Instruction**

Board consideration of adopting Resolution No. BBFA2015-006 Adopting the Capital Limit of \$5,000 and approving a new Fixed Asset Accounting and Procedures Administrative Instruction beginning with the new fiscal year on July 1, 2015.

Approved the following Resolution entitled:

RESOLUTION NO. BBFA2015-006

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE CAPITAL LIMIT OF \$5,000 AND HEREAFTER APPLIED TO ALL RELATED FINANCIAL ADMINISTRATIVE INSTRUCTIONS

**FA6. Proposed Resolution to Reaffirm the Statement of Investment Policy for Fiscal Year 2015-16**

Board consideration of adopting Resolution No. BBFA2015-007 Adopting the Statement of Investment Policy for Fiscal Year 2015-16.

Approved the following Resolution entitled:

RESOLUTION NO. BBFA2015-007

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2015-16

The Consent Calendar was approved by the following vote:

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

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

None.

**PUBLIC HEARING**

*Any person may appear and be heard in support or opposition to the proposal 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 Authority at or before the public meeting.*

**FA7. Proposed Resolution for the Adoption of the Fiscal Year 2015-16 Big Bear Fire Authority Budget**

Board consideration of conducting a public hearing and adopting Resolution No. BBFA2015-008 Adopting the Big Bear Fire Authority Approved Budget for Fiscal Year 2015-16.

Senior Finance Officer Holt presented the final budget for Board approval, which included a deficit that will be funded equally by the Big Bear City Community Services District and the Big Bear Lake Fire Protection District.

At the hour of 7:28 p.m., Chairman Herrick opened the public hearing. Hearing no public comment, at the hour of 7:28 p.m., Chairman Herrick closed the public hearing.

Motion by Director Caretto; seconded by Director Jahn, to adopt the following resolution entitled:

**RESOLUTION NO. BBFA2015-008**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, ADOPTING THE BIG BEAR FIRE AUTHORITY APPROVED BUDGET FOR FISCAL YEAR 2015/16

Said Motion was approved by the following vote:

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

**NEW BUSINESS**

**FA8. Proposed Resolution Adopting a Retirement Apple Plan USD 457 for Part-time and Limited/Temporary Service Safety and Administrative Employees of the Fire Authority**

Board consideration of adopting Resolution No. BBFA2015-009 Adopting a Compulsory Retirement Plan for Part-Time and Limited/Temporary Service Safety and Administrative Employees of the Fire Authority.

Laurie LoFranco of Keenan & Associates provided a presentation on how Apple, a Keenan Solution, works.

Motion by Director Jahn; seconded by Director Caretto, to adopt the following resolution entitled:

RESOLUTION NO. BBFA2015-009

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING A COMPULSORY RETIREMENT PLAN FOR PART-TIME AND LIMITED/TEMPORARY SERVICE SAFETY AND ADMINISTRATIVE EMPLOYEES OF THE FIRE AUTHORITY

Said Motion was approved by the following vote:

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

**COMMITTEE REPORT**

- Fire Authority Administrative Committee meeting held on April 21, 2015 represented by Chairman Herrick, Vice Chairman Terry, Director Jahn, and Director Walsh.

Chairman Herrick commented he wasn't sure about the meeting date as April 21, 2015 didn't match with his calendar. NOTE: the meeting date of April 21, 2015 was verified as correct by the Board Secretary. Attempts were made to schedule an April 9, 2015, April 30, 2015, and May 14, 2015 Administrative Committee meetings but were cancelled due to calendar conflicts.

Received and filed.

**DIRECTORS' CLOSING COMMENTS**

Director Oxandaboure commented to Corinne Flores that having been in her position and realizing how many board members and how many boards she deals with, she admired Corinne and wished her well in her retirement.

**ADJOURNMENT**

There being no further business to come before the Fire Authority at this session, Chairman Herrick adjourned the meeting at 7:47 p.m.

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Corinne E. Flores, Board Secretary

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**BIG BEAR FIRE AUTHORITY  
MINUTES FOR THE MEETING OF  
JUNE 15, 2015**

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A Special Workshop Meeting of the Big Bear Fire Authority was called to order by Chairman Herrick at 10:03 a.m., Monday, June 15, 2015, at 41090 Big Bear Boulevard, Big Bear Lake, California.

**OPEN SESSION**

Moment of Silence: Observed

Pledge of Allegiance: Led by Michael Perry

Directors Present: Chairman Rick Herrick  
Director David Caretto  
Director John Green  
Director Bill Jahn  
Director Karyn Oxandaboure  
Director Randall Putz  
Director Larry Walsh  
Director Al Ziegler

Directors Excused: Vice Chairman Paul Terry  
Director Bob Jackowski

Others Present: Jeff Willis, Fire Chief  
Mike Maltby, Battalion Chief  
Ryan Harold, Battalion Chief  
Dan Rogers, Captain  
Shirley Holt, Senior Finance Officer  
Kathleen Smith, CFO, City of Big Bear Lake  
Michael Perry, California Collaborative Solutions  
Dawn Marschinke, Board Secretary

**GENERAL PUBLIC COMMENT**

None.

**1. DISCUSSION ITEMS**

1.1 Development of a Strategic Plan



Michael Perry defined the goal for this meeting as getting concurrence from the Fire Authority Board on the List of Services the Fire Authority will provide in the future, and the Fire Authority's Vision and the Mission Statements to provide direction in drafting a Strategic Plan. The Strategic plan will represent the Authority's current capability and capacity, current service demand, projected future service demand and necessary future capability and capacity.

The Board agreed to the following Services for the Future:

1. Emergency Medical Services (includes ambulance transport)
2. Medical Services/ParaMedicine\*
3. Fire Protection/Suppression
4. Fire Prevention/Education\*
5. Emergency/Technical Rescue
6. Hazardous Materials
7. Hazardous Fuels Abatement and Future Maintenance
8. Disaster – Planning, Response, Mitigation
9. Community Outreach, Public Education\*
10. Safe Surrender

Currently, the above listed services are mandated services, with the exception of Disaster Planning, Community Outreach, Public Education and Community ParaMedicine.

\*The Board agreed to Items 2, 4 and 9 with the following caveats:

#### Item 2 – Community ParaMedicine

The Board needs to consider Medical Services both with and without Community ParaMedicine. At this time, the Board questions whether this should be included in the list of services depending on the funding source. Chief Willis noted that it is more than likely that the Fire Authority will be required to provide this service in the future.

#### Item 4 – Fire Education

The Board needs to consider the funding source and cost of programs that fall under this service category. Chief Willis pointed out that this is a service that we already provide, but would like to do a better job in this area. The Department could better utilize its resources spending more time inspecting businesses with public occupancy such as large hotels, and let small businesses without public impact self-certify compliance to fire and safety codes.

#### Item 9 – Public Education

The Board agrees that Public Education services are of value but need to be conducted during down-time.

Value to its Constituency was agreed upon by the Board as follows:

1. Guaranteed timely response to fire and medical emergencies as resources allow\*\*
2. Sense of Security
3. Financially stable and prepared for our community's future
4. Making our equipment and facilities last, and spend the public's dollars wisely
5. The Fire House is the "pillar of the community"
6. Great customer service with respect, compassion, courtesy and professionalism
7. They can ask us for anything
8. We prepare our community for emergencies
9. First aid, CPR, health questions come to our front door
10. Help to lower home/business insurance rates
11. Increase property values

\*\*Item 1 – Guaranteed Timely Response

Currently the Fire Department's track record is 100% for emergency calls. Increasing numbers of concurrent calls are causing resources to be fragmented out. We need to be realistic when setting expectations in the community and defining response times. Director Jahn stated that to add Community ParaMedicine to our list of services would require additional units in order to maintain timely response.

Vision Statement

Director Herrick noted that the Vision Statement should be inspirational and look to the future. The Mission Statement is stronger and more specific. Overtime, as needs change, Vision Statements should be reviewed, perhaps every 5 years.

The Board has requested that Michael Perry use terms defining the Fire Authority's aspirations in his re-draft of the Vision Statement. Suggestions for terms/phrases to build the statement include:

- Evolving services
- Responding to future community needs
- Effective
- Efficient
- Timely
- Responsive
- Proactive
- Forward thinking
- Flexible
- Quality

- Utilizing available resources

#### Mission Statement

The Board agrees that Michael Perry will use the statement “Big Bear Fire Authority will provide our Valley with a professional, Fire, Medical and Emergency Services in the most cost-effective manner possible” as the guideline to re-draft the Mission Statement. When referencing our sphere of influence within the Vision Statement, the term “Valley” will be used. The Board has decided not to use the term “unified” in the statement.

Director Jahn left the meeting at 11:36 a.m.; he returned to the meeting at 11:37 p.m.

#### Fire Authority Slogan

The Board and members of Fire Department staff all approved of the Fire Authority slogan “Protecting Lives and Property.”

#### Next Steps:

- Schedule a follow-up Board Workshop prior to the August 18, Fire Authority Board meeting.
- Re-draft the Vision and Mission statements and present at the Workshop for Board approval.
- Staff will present the following items at follow-up Workshop:
  - Current capability and capacity
  - Current service demand
  - Projected future demand in increments up to 10 years
  - Resources required to meet defined demands

### 1.2 Board Governance

This Board must determine how the governance of the Board will be structured in the future and how will it be funded. If the Board ever to expand, it must go to a vote of the people, otherwise it will remain an appointed Board.

## **ADJOURNMENT**

There being no further business to come before the Fire Authority at this session, Chairman Herrick adjourned the meeting at 11:59 a.m.

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Dawn E. Marschinke, Board Secretary

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**BIG BEAR FIRE AUTHORITY  
MINUTES FOR THE MEETING OF  
JUNE 25, 2015**

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An Emergency Meeting of the Big Bear Fire Authority was called to order by Chairman Herrick at 1:35 p.m., Monday, June 25, 2015, at 41090 Big Bear Boulevard, Big Bear Lake, California.

**OPEN SESSION**

Directors Present: Chairman Rick Herrick  
Director David Caretto  
Director John Green  
Director Bob Jackowski  
Director Karyn Oxandaboure - On Phone  
Director Randall Putz  
Director Larry Walsh  
Director Al Ziegler – On Phone

Directors Excused: Director Bill Jahn

Others Present: Jeff Willis, Fire Chief  
Norm Walker, Incident Commander, SoCal Team 1  
Jeff Veik, Cal Fire, Mountain Division Chief  
Mark Stammer, US Forest Service  
Chris Fogel, Incident Command Trainee, Team 1  
Tom Bradford, Captain, Sheriff's Office  
Shirley Holt, Senior Finance Officer  
Kathleen Smith, CFO, City of Big Bear Lake  
Dawn Marschinke, Board Secretary

**GENERAL PUBLIC COMMENT**

None.

**1. DISCUSSION ITEMS**

Chairman Herrick asked for a motion to open the emergency meeting without prior notice to discuss the fire emergency.

Motion by Director Caretto; seconded by Director Jackowski to open the emergency meeting of the Big Bear Fire Authority to discuss the fire emergency.

Incident Commander, Norm Walker, and Chris Vogel Incident Commander Trainee, So-Cal Team 1, reported on the current concerns and issues fighting the Lake Fire.

- Firefighters are taking advantage of fuel breaks created during the Sawtooth Complex Fire
- This fire is acting in a way they have never seen before for this time of year
- Winds from a tropical storm are pushing the fire north. It is usual for the desert winds to push west through the canyon at 10-12 MPH between 1 p.m. and 6 p.m. If winds move through the canyon as expected, this northwest push could shift the fire towards Lake Williams
- With the high potential threat of the fire encroaching further into the Big Bear Fire Department's jurisdiction, Management Action Points were put into place to facilitate the evacuation decision making process. These decision points are as follows:
  1. If the fire reaches the Broom Flats area (2N01) the Incident Command team will consider mandatory evacuation of Lake Williams (Lake Williams takes 45 minutes to evacuate) and ask for a voluntary evacuation of Erwin Lake.
  2. If the fire reaches Arrastre Creek, a decision will be made whether mandatory evacuation of Erwin Lake will be required.
  3. If Erwin Lake is evacuated, Baldwin Lake could go to a voluntary evacuation.

Sheriff's Captain, Tom Bradford reported:

- Plans are already in place for evacuation of Lake Williams, Erwin Lake, Baldwin Lake and Sugarloaf, if needed.
- Captain Bradford has been given ten men in single cars and will have the same for the evening if evacuation is required.
- The Sheriff's Office sent out a press release today to keep people informed of what is happening and to reduce rumors. They also want to give people with livestock time to get them out of the areas of concern.
- Reverse 9-1-1 or TENS will happen immediately if a decision to evacuate occurs. Notice will only go to homeowners in affected areas.
- Notification of evacuation will be done door to door. Typically, with such a small town, the word will spread quickly throughout the Valley, even if residents are not at home when deputies knock on their doors..

Fire Chief Willis reported:

- On June 25, San Bernardino County Board of Supervisors, County CEO and Director of Emergency Services, Greg Devereaux, drafted and signed a Proclamation of the Existence of a Local Emergency which was submitted to the State and to be ratified by the County Board of Supervisors within 7 days. CSD was included in the declaration. This declaration allows the county to seek State and Federal reimbursement for firefighting efforts.
- Chief Willis recommends the City of Big Bear Lake should consider preparing a declaration of disaster and have it ready to declare a local emergency if the fire reaches Arrastre Creek.

- The Fire Department is applying for a Fire Management Assistance Grant (FMAG). This will allow Big Bear Fire Department to recover 75% of their contribution to fighting the fire. There are certain thresholds that must be met. At this point, the application has been filed and has been denied.

Jeff Veik, Cal Fire, Mountain Division Chief reported:

- The areas of Burns Canyon and Rim Rock were evacuated early due to the difficulty of moving people in and out of that area with only one way in and out along a long narrow dirt road.
- As the fire grew in size and complexity the US Forest Service, CALFIRE, San Bernardino County Fire, San Bernardino County Sheriff's Department and Big Bear Fire Department managed the incident through Unified Command structure to effectively combat the fire of this scale and magnitude.

### **ADJOURNMENT**

There being no further business to come before the Fire Authority at this session, Chairman Herrick adjourned the meeting at 1:15 p.m.

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Dawn E. Marschinke, Board Secretary



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA3

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Mike Maltby – Administrative Battalion Chief *MM*  
Shirley Holt, Senior Finance Officer Fire Authority *SH*  
Eileen Berne – EMS/Fire Financial Coordinator

**SUBJECT:** **AGREEMENT FOR AMBULANCE OPERATIONAL SERVICES AND EQUIPMENT LEASE PURSUANT TO BIG BEAR FIRE AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT**

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## **BACKGROUND**

As Big Bear Fire Authority consolidates fire and emergency services, it is necessary to correctly identify and expense to the Community Service District (CSD) all costs associated with the ambulance services provided by the Fire Authority.

## **DISCUSSION**

An agreement for the Fire Authority to provide these services is necessary to maximize the reimbursement from the Ground Emergency Medical Transport Program (GEMT.) Annual cost reports submitted by CSD from their financial records, are used to determine reimbursement from this Medi-Cal program. To record the costs of services and expenses from the Fire Authority as CSD expenses and maintain compliance with the GEMT program rules, a current agreement must exist and be submitted with the GEMT cost reports. The Ambulance Service has been reimbursed from GEMT more than \$435,000 in fiscal year 2014/2015. It is correct to assume that capture of all costs will maximize the net reimbursement from this program annually.

Staff, including CSD Finance Officer Shari Strain and Authority Sr. Finance Officer Shirley Holt, collaborated with General Counsel to develop the attached agreement.

## **STAFF RECOMMENDATION**

Staff recommends the Board adopt the AGREEMENT FOR AMBULANCE OPERATIONAL SERVICES AND EQUIPMENT LEASE PURSUANT TO BIG BEAR FIRE AUTHORITY – JOINT EXERCISE OF POWERS AGREEMENT, effective July 1, 2015.

Attachment 1: Ambulance Operations and Equipment Lease Agreement

**AGREEMENT  
FOR AMBULANCE OPERATIONAL SERVICES AND EQUIPMENT LEASE  
PURSUANT TO  
BIG BEAR FIRE AUTHORITY - JOINT EXERCISE OF POWERS AGREEMENT**

This Agreement Regarding Ambulance Operational Services And Lease Of Equipment ("Agreement") is made and entered into this 31st day of August, 2015 by and between the Big Bear City Community Services District ("CSD"), a California public entity, and the Big Bear Fire Authority ("Authority"), a California Joint Powers Authority. CSD and Authority are sometimes hereinafter individually referred to as "Party" and or collectively as the "Parties".

**RECITALS**

WHEREAS, the CSD and the Big Bear Lake Fire Protection District ("District") have entered into a Joint Exercise Of Powers Agreement ("JPA Agreement"), dated June 21, 2012, which created the Authority. The JPA Agreement provides, among other things, for the consolidation and sharing of fire and medical personnel among the CSD and the District. The JPA Agreement also provides for the consolidation, sharing, acquisition, use, operation, repair, and maintenance of existing and future fire and medical equipment, and associated property and assets among the CSD and the District. This consolidation and sharing includes the transfer of medical aid and ambulance operational services ("Operational Services") from the CSD to the Authority. The Operational Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 4.5(r) of the JPA Agreement provides that the Authority has the powers common to both the CSD and the District related to fire and medical services, including but not limited to, common powers of the CSD and the District set forth in the Fire Protection District Law and common powers of the CSD and the District set forth in the Community Services District Law; and

WHEREAS, Section 4.7(b) of the JPA Agreement provides that existing equipment and facilities of the CSD and the District, as applicable, shall continue to be the property of the CSD and the District, as applicable. However, such property will be used by the Authority pursuant to a lease entered into by the Authority and the applicable entity which owns the equipment. The form for such leases is set forth as an attachment to the JPA Agreement as the "Model Lease Agreement." This Agreement substantially conforms to the Model Lease Agreement. Upon execution of this Agreement, the Authority shall be responsible for performance of the Ambulance Service; and

WHEREAS, the JPA Agreement contemplates that property will stay in the ownership of the CSD and the District, as applicable, and at most, there will be a lease of such property to the Authority. This Agreement implements the authority provided for under the JPA Agreement whereby the Authority will share the operational services and personnel of the CSD that pertain to Operational Services and will provide Operational Services as authorized by the JPA Agreement; and



WHEREAS, the CSD possesses certain equipment more particularly described in Exhibit "B", attached hereto and hereby incorporated by this reference ("Equipment"). The CSD desires to lease to the Authority, and the Authority desires to lease from the CSD, the Equipment for the purpose(s) of the provision of Ambulance Service.

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated the Parties agree as follows:

1. **Performance of Operational Services** The Authority hereby assumes the responsibility for the performance of Operational Services pursuant to the authority and terms of the JPA Agreement. The transfer of such responsibility, Operational Services, personnel and property shall be subject to, and implemented under, the JPA Agreement. The Authority shall submit to the CSD on a monthly basis a written statement/invoice which sets forth the Operational Services which have been performed for the preceding month and the amount due and owing for the performance of Operational Services and any costs and expenses. The compensation, costs and expenses which will be eligible for payment by the CSD to the Authority are more particularly described in Exhibit "A." Within thirty (30) days of the date of said statement/invoice, the CSD shall submit payment to the Authority. If the CSD objects to any portion of the statement/invoice, it shall provide written notice to the Authority of said objections within ten (10) days from the date of the statement/invoice and the Parties shall then engage in good faith efforts to resolve such issues through informal discussions. In the event the CSD does not submit such an objection to the Authority within said 10-day period, the CSD will be deemed to have approved said statement/invoice.

### 2. **Lease of Equipment**

(a) **Rent** The Authority agrees to pay to the CSD the amount of one dollar (\$1.00) per year as rental for the Equipment. The payment shall be payable upon the Authority's acceptance of the Equipment as set forth herein, and thereafter annually.

(b) **Delivery and Acceptance** The CSD shall cause the Equipment to be available for receipt by the Authority at a location specified by the CSD. The Authority may accept the Equipment upon delivery and inspection by executing and delivering to the CSD a Certificate of Delivery and in a form as provided for in Exhibit "B."

(c) **Disclaimer and Warranties** Upon acceptance of the Equipment, the Authority acknowledges and agrees that the Equipment is of a size, design and capacity selected by the Authority and that the CSD is neither a manufacturer nor a vendor of such Equipment. The CSD has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of the Authority. The CSD hereby assigns to the Authority during the term of this Agreement all manufacturer's warranties express or implied with respect to the Equipment so long as the Authority has not caused an Event of Default and the CSD authorizes the Authority to obtain the customary services furnished in connection with such warranties at the Authority's expense. The Authority's sole

remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment and not against the CSD.

(d) **Assumption of Risk, Release, and the CSD's Non-liability** To the maximum extent permitted by law, except for the CSD's negligence or willful misconduct, the Authority assumes any and all risk of loss, damage or injury of any kind to any person or property caused by the Equipment or the Authority's use of the Equipment. The Authority's assumption of risk shall include, without limitation, loss, casualty or damage caused by Equipment. To the maximum extent permitted by law, except for and to the extent of the CSD's negligence or willful misconduct, the Authority hereby waives all claims and demands against the CSD and its respective elected officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of the Authority sustained by the Authority.

The Authority has been advised by its legal counsel concerning the content and effect of California Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

The Authority hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section shall survive the expiration or termination of this Agreement.

(e) **Use and Repairs** The Authority shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. The Authority shall comply with all laws, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. The Authority shall obtain, at its sole cost and expense, all licenses, permits and approvals required for the use or operation of the Equipment by the Authority. Notwithstanding the foregoing, the lease of the Equipment under this Agreement may or may not include the transfer of various licenses and certificates that may be required to be maintained in connection with Operational Services. Said licenses and certificates could potentially remain in the name of CSD due to legal requirements, requirements of the applicable state and county licensing boards, or as a matter of feasibility as mutually agreed upon by the Parties. The Authority shall keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices as required for such good working order (usual and customary wear and tear excepted).

(f) **Alterations** The Authority shall not make any alterations, additions or improvements to the Equipment without the CSD's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

(g) **Liens and Taxes** The Authority shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Agreement. The Authority shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment.

The amount of any such charges or taxes shall be subject to reimbursement by the CSD to the Authority in accordance with the compensation, costs and expenses to be paid by the CSD to the Authority as set forth in Exhibit "A."

(h) **Risk of Loss; Damage; Destruction** The Authority assumes all risk of loss of, damage to, or destruction of the Equipment during the Authority's possession of the same. The value of the Equipment for purposes of this section shall be based on the fair market value of the Equipment at the time of the loss, damage, or destruction. In the event of loss of, damage to, or destruction of the Equipment, the Authority shall immediately replace or place the same in good repair with the proceeds of any insurance recovery applied to the cost of such replacement or repair, when the CSD requires such replacement or repair.

(i) **Personal Property; No Transfer of Real Property** The Equipment is and shall remain personal property and shall not be deemed to be affixed or attached to real estate or any building thereon. Nothing in this Agreement shall constitute the lease or conveyance of real property. The use and sharing of any real property shall continue to be subject to the terms of the JPA Agreement.

3. **Term** The term of this Agreement shall commence on the date the Equipment is accepted by the Authority pursuant to the procedure set forth herein and continue until terminated as expressly provided for herein.

4. **Insurance** The Parties hereby agree to obtain the applicable types and amounts of insurance coverage as required for the performance of the Operational Services and the lease and use of the Equipment. Such insurance may be required to be obtained by one or the other Party based on legal or regulatory requirements for the performance of Operational Services and the ownership, lease or use of the Equipment. Payments for such insurance shall be subject to reimbursement by the CSD to the Authority in accordance with the compensation, costs and expenses to be paid by the CSD to the Authority as set forth in Exhibit "A."

5. **Indemnification.** The Authority shall defend, indemnify and hold harmless the CSD, its elected officials, officers, employees, agents and volunteers, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the Authority, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the Authority's use of the Equipment, except to the extent that any such actual or alleged claims, demands, causes of action, liability, loss, damage, or injury result from the acts, omissions, negligence, or willful misconduct of the CSD, its elected officials, officers, employees, agents and volunteers. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of the CSD, its officials, officers, employees, agents, or volunteers for all legal expenses and costs incurred by each of them. The Authority's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the CSD, its elected officials, officers, employees, agents, or volunteers.

6. **General Provisions**

(a) **Non-Assignment or Sublease** Neither Party shall assign or transfer any rights or obligations under this Agreement without the consent of the other Party in writing. The Authority shall not assign or sublease the Equipment to another person or entity without the written consent of the CSD in writing.

(b) **Termination of Agreement** Either Party may terminate this Agreement with an effective termination date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the other Party by the terminating Party no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the terminating Party.

(c) **Remedies** Upon the occurrence of an event of default, the non-defaulting Party, at its option, may terminate this Agreement. Upon termination, all equipment shall be returned at the expense of the defaulting Party. The non-defaulting Party shall also be entitled to pursue those rights and remedies as provided by law.

(d) **Notices** All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other Party at its address set forth below or at such address as the Party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

The Authority:

41090 Big Bear Blvd.  
Big Bear Lake, CA 92315  
Attn: Fire Chief

The CSD:

P.O. Box 558  
Big Bear City, CA 92314  
Attn: General Manager

(e) **Section Headings** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(f) **Governing Law** This Agreement shall be construed in accordance with and governed by the laws of the State of the California. Venue shall be in the County of San Bernardino.

(g) **Related Documents** Each Party shall execute or provide, as requested by the other Party, such other documents and information as may be reasonably necessary to carry out the purpose of this Agreement.

(h) **Entire Agreement; Amendment; Waiver** This Agreement constitutes the entire agreement between the Parties with respect to the performance of Ambulance Service and

the lease of the Equipment, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of the CSD and the Authority. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the Authority of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(i) **Attorney Fees and Costs** If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party in such litigation or arbitration shall be entitled to recover from the losing Party reasonable attorneys' fees, court costs and related costs.

(j) **Authority** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

(k) **Incorporation of Recitals** The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Equipment Lease Agreement as of the date last executed as set forth below.

**BIG BEAR CITY COMMUNITY SERVICES DISTRICT:**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Its \_\_\_\_\_

**BIG BEAR FIRE AUTHORITY:**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF AMBULANCE SERVICES**

**COMPENSATION, COSTS AND EXPENSES**

The Big Bear Fire Authority shall provide contracted Ambulance services per the following compensation schedule effective July 1, 2015. Compensation shall be adjusted annually with any increase or decrease in wage and benefits for management positions, including percentage of allocated time by each position.

Administrative Battalion Chief - Salary (50%)	\$62,262
Administrative Battalion Chief – Benefits (25%)	19,200
Chief – Salary (15%)	31,000
Chief – Benefits (15%)	16,557
Firefighter/Paramedic & EMT Salaries & Benefits	Billed at Actual
Operating Services – Other	Billed at Actual
Dispatch	
Fleet Maintenance	
Insurance	
Other Miscellaneous	
Operating Services – Fuel	Billed at Actual

**EXHIBIT "B" TO EQUIPMENT LEASE AGREEMENT**

**CERTIFICATE OF DELIVERY**

The Authority certifies that on this date of August 31,2015, it has inspected and accepted the following equipment except for those items listed as defective:

**EQUIPMENT ITEMS/ACCEPTED**

2014 Chevrolet 3500 Ambulance	VIN: 1GB3G2CL6E1186885
2009 Chevrolet 3500 Ambulance	VIN: 1GBJK84669E156320
2009 Dodge Sprinter Ambulance	VIN: WD0PE745295375510
2008 Ford E350 Ambulance	VIN: 1FDSS34P88DB61224
2007 Chevrolet Kodiak 4500 Ambulance	VIN: 1GBE4C3947F426291
2006 Chevrolet Kodiak 4500 Ambulance	VIN: 1GBE4C3297F408372
2004 Ford F350 Ambulance	VIN: 1FWDF37P64EA24871
2003 Ford F350 Ambulance	VIN: 1FDWF37F83EA19502

Ambulances to include all associated fixed and portable patient care equipment.

**EQUIPMENT ITEMS/DEFECTIVE:**  
None.

**BIG BEAR FIRE AUTHORITY:**

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

Its: \_\_\_\_\_

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



**INTEROFFICE MEMO****Big Bear Fire Authority****STAFF REPORT**

**DATE:** July 15, 2015

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

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

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

**SUBJECT:** **FIRE DEPARTMENT MONTHLY ACTIVITY – JUNE 2015**

**1. SERVICE DELIVERY**

		<b>Current Month</b>	<b>Calendar Year to Date</b>
1.1	Fire Calls, Hazardous Condns., Serv. Calls	90	395
1.2	Rescue/Medical Calls	192	1,158
1.3	Training Class Summary	103.5	777.17
1.4	DRC Reviews	Unavail.	10
1.5	Fire Flow Reviews	Unavail.	0

**2. COMMUNITY RELATIONS**

- 2.1 June 5 – Chief Willis attended Sonora Cantina birthday celebration.
- 2.2 June 13 – Chief Willis, Captain Bruinsma, Engineer Jayne, PCF Battalion Chief Wilde and Fire Authority Directors John Green, his wife and father, Al Ziegler and his wife and Rick Herrick and his wife participated in Old Miner's Day Parade riding on three fire department vehicles, showcasing "Old Red."
- 2.3 June 17 – Chief Willis participated in Esperanza Staff Ride. The Esperanza Fire started October 26, 2006, which resulted in the death of 5 fire fighters. It burned 40,000 acres and destroyed 34 structures. The purpose of the staff ride was to understand fire conditions and decision points made as the incident progressed.
- 2.4 June 18 – Battalion Chief Maltby conducted 4<sup>th</sup> of July pre-planning meeting with local agency representatives.

- 2.5 June 19 – Chief Willis gave a speech to the Big Bear High School Graduating class at Big Bear Middle School to thank the students and staff for their cooperation and understanding in moving the graduation to the middle school, allowing the Lake Fire Incident Command to be set up at the high school.
- 2.6 June 23 – Chief Willis provided a tour of the Lake Fire Base Camp to Fire Authority Directors.

### **3. OPERATIONS**

- 3.1 Chief Willis and/or Battalion Chief Maltby and/or Shirley Holt attended the following meetings during the reporting month:
  - Big Bear Lake Fire Protection District Special Meeting – June 2
  - Big Bear Fire Authority Regular Meeting – June 2
  - Big Bear Lake City Council Regular Meeting – June 8
  - Big Bear Valley Mountain Mutual Aid Meeting – June 9
  - Big Bear Fire Authority Special Workshop/Strategic Planning – June 15
  - Fire Department Staff – June 16
  - CSD Water Committee – June 16
  - CSD Board – June 22
  - Big Bear Lake Fire Protection District/City Council Meeting – June 22
  - Big Bear Fire Authority Special Emergency Meeting – June 26

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

- 4.1 June 2-3 – Department personnel participated in “Every 15 Minutes” accident scene at Big Bear High School to educate students on the perils of driving under the influence. The multi-casualty collision scenario involves first responders from Big Bear Fire Department, California Highway Patrol and Big Bear Sheriff’s Station.
- 4.2 June 17 – The Lake Fire began with Big Bear Fire Department’s initial commitment of one brush engine to incident. As the fire grew in size and complexity, additional personnel were assigned from our department. Those directly involved with Incident Command were Chief Willis, PCF Battalion Chief Walker, PCF Battalion Chief Smith, Battalion Chief Maltby, Battalion Chief Parham, Battalion Chief Harold, and Admin. Captain Bruinsma as local PIO. The brush engine remained committed to the incident with no cost reimbursement anticipated. Additional cost was incurred as additional staff was recalled to up-staff additional equipment. One ambulance was assigned to the incident over the duration. As the incident de-escalated, recalled staff were released in proportion to Incident Command need. We extend our heart-felt gratitude to all the fire personnel who demonstrated their commitment from beginning to end, working tirelessly on the Lake Fire incident.

### **5. PERSONNEL**

- 5.1 June 2 – The Fire Department conducted a mandatory training for all fire department personnel on Preventing Discrimination and Harassment.
- 5.2 June 8 – Dawn Marschinke was hired as Administrative Clerk to Chief Willis and Board Secretary.
- 5.2 June 25 - Corinne Flores retired from City of Big Bear Lake/Big Bear Lake Fire Protection District service after 28+ years of service. A retirement party was held at The Pines Lakefront Restaurant.

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

- 6.1 June 9-10 – Corinne Flores, Dawn Marschinke and Chardelle Smith attended California Fire Chiefs Association conference for administrative support staff.
- 6.2 June 10 – Chief Willis attended Mountain Chief’s meeting in Running Springs.
- 6.3 June 16 – Chief Willis participated in CA JPIA Approval of Membership meeting.

## **7. MISCELLANEOUS**

- 7.1 June 16 – Chief Willis attended community Manager’s Lunch at Bear Belly Deli.

## **8. CORRESPONDENCE**

- 8.1 June – The Fire Department received a letter commending the Big Bear Fire Department Paramedics for their quick response and professionalism (copy attached).
- 8.2 June – The Fire Department received a card expressing their gratitude for the work the department does (copy attached).
- 8.3 June 30 – The Fire Department received an email thanking the Big Bear Fire Department for their work on the Lake Fire (copy attached).

## Copy of Training Class Summary by Category

Class Date Between (06/01/2015) And {06/30/2015}

Category	Classes	Pct of Classes	Hours	Pct of Hours
9PF SETUP (RPM) RAISING/LOWERING	1	5.55%	1.00	0.96%
ADM TR Admin Training	1	5.55%	40.00	38.64%
CSD1 ADA & Sexual Harassment Training	1	5.55%	4.00	3.86%
D/O ACADEMY Driver Operator Academy	1	5.55%	30.50	29.46%
EVOLUTIONS ENGINE CO EVOLUTIONS	4	22.22%	12.00	11.59%
FF1A FIRE SERVICE ORG. AND RESPONSABILITY	1	5.55%	2.00	1.93%
FF1B MISCELLANEOUS EQUIPMENT AND TOOLS	1	5.55%	1.00	0.96%
FF1G ROPES, KNOTS AND HITCHES	1	5.55%	1.00	0.96%
FF1I GROUND LADDERS	2	11.11%	4.00	3.86%
FF1L VENTILATION	1	5.55%	1.00	0.96%
RADIO HT OPERATIONS	3	16.66%	3.00	2.89%
WLREF WILDLAND ANNUAL REFRESHER	1	5.55%	4.00	3.86%
Totals	18		103.50	

Big Bear Lake, CA 92315  
June 2, 2015

Big Bear Lake Fire Department  
41090 Big Bear Blvd.  
Big Bear Lake, CA 92315

Dear Big Bear Firefighters,

Early in May at about 4 am I awoke to intense vertigo and uncontrollable vomiting. I managed to call 911 and unlock the front door before collapsing in my living room.

BBLFD paramedics arrived within the a few minutes and quickly transported me to Bear Valley Community Hospital. From there I was taken to a Kaiser hospital in Fontana. My problem was diagnosed as a stroke. I have since mostly recovered and been able to return home, with few serious long-term effects.

My thanks to the paramedics of the BBLFD. It is comforting to know even in the early hours of the morning, we have firefighters ready to respond quickly and professionally to emergencies.

Sincerely,

-

Cc: Letters to the Editor  
Big Bear Grizzly

To the Bear  
Big Bear  
Fire Dept  
of the wonderful  
ALL the who  
Fire men. so  
are on the  
hand, the  
find  
mom finds!!!

We just want all  
of the men & women  
who are firefighters  
to know how much  
you all are loved  
and appreciated..

You lay your lives  
down each day to  
save the lives of  
others at the cost of  
your health, families,  
& very lives! We

can never THANK you  
Enough! Jesus said  
"No greater love has a  
man, than if he lays  
his life down for a  
friend..." '4/1K you!

**Dawn Marschinke**

---

From: Sue McIlwain  
Sent: Tuesday, June 30, 2015 10:21 AM  
To: Dawn Marschinke  
Subject: FW: Big Bear Fire Department: Thank You

We received this in our general email.

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

From: Big Bear Fire Department [<mailto:smcilwain@bigbearfire.org>]  
Sent: Tuesday, June 30, 2015 10:12 AM  
To: Sue McIlwain  
Subject: Big Bear Fire Department: Thank You

This is an enquiry email via <http://bigbearfire.com/>  
from: \_\_\_\_\_<[n.net](mailto:_____@n.net)>

I CANNOT EXPRESS MY GRATITUDE ENOUGH TO OUR LOCAL FIRE FIGHTERS AND OUTSIDE AGENCIES. I MUST ADMIT, MY WIFE AND I WERE REALLY WORRIED ABOUT THIS PARTICULAR EVENT. WE KNOW IT'S NOT OVER YET, BUT ARE BREATHING A SIGH OF RELIEF.

YOU FOLKS ROCK!! THANK YOU<sup>11111</sup>



## INTEROFFICE MEMO

### Big Bear Fire Authority

#### STAFF REPORT

**DATE:** August 7, 2015

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

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

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

**SUBJECT:** FIRE DEPARTMENT MONTHLY ACTIVITY – JULY 2015

#### 1. SERVICE DELIVERY

		Current Month	Calendar Year to Date
1.1	Fire Calls, Hazardous Conditions, Service Calls	132	527
1.2	Rescue/Medical Calls	175	1,333
1.3	Training Class Summary	145.50	922.67
1.4	DRC Reviews (June & July)	4	14
1.5	Plan Check/Fire Letter (Jan - July)	10	53

#### 2. COMMUNITY RELATIONS

- 2.1 July 18 – Big Bear Fire Department participated in the 13<sup>th</sup> Annual Xeriscape Tour. The home located at 42765 Castlewood Rd. was sponsored by the Fire Department and USAA Insurance. It was chosen for its firewise landscaping as the Firewise Featured Home. Fire Fuels Program Supervisor, David Yegge, and Grants Clerk, Frankie Ortega, coordinated the effort. In spite of the bad weather, the home received numerous visitors. Fire department administrative staff provided tours with information on landscaping with firewise plants (copy of Grizzly Ad attached).
- 2.2 July 22-24 – Captain Nick Bruinsma coordinated a joint effort with Big Bear Fire Department and the Sheriff's Department, Big Bear Station supporting the 2015 Special Olympics World Games athletes. On July 22<sup>nd</sup>, the two organizations served a pancake breakfast to approximately 100 members of the Special Olympics teams at Wolf Creek Resort. That same evening, a fire department truck company assisted in serving dinner to the group of athletes at Sonora Cantina. On July 24, as the athletes left Big Bear to join the games in Los Angeles, the Big Bear Fire Department, in cooperation with the



Sheriff's Department, escorted a caravan of athlete buses out of town (copy of Grizzly article attached).

- 2.3 July 28 – Big Bear Professional Firefighters joined forces with LifeStream for a Blood Drive and Marrow Screening in a “Guns & Hoses” event, a friendly competition with law enforcement. The fire department held a blood drive at Station 282. Many donors turned out, grateful of our firefighters and willing to donate to their cause (copy of Grizzly news article attached).

### **3. OPERATIONS**

- 3.1 Chief Willis and/or Battalion Chief Maltby and/or Shirley Holt attended the following meetings during the reporting month:

- CSD Regular Board Meeting – July 6
- Fire Districts Association of CA (FDAC) Board Meeting Conference Call – July 6
- CSD Special Finance Committee Meeting – July 8
- Big Bear Fire Authority Admin Committee Meeting – July 9
- Big Bear Lake City Council Regular Board Meeting – July 13
- CSD Regular Board Meeting – July 20
- County Chiefs Meeting in Redlands – July 23
- Big Bear Lake Fire Protection District Special Closed Meeting – July 24

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

- 4.1 July 2 - Battalion Chief Maltby participated in press conference regarding 4<sup>th</sup> of July Traffic Plan & Fireworks with Arrowhead CHP at Running Springs.
- 4.2 July 11 - CPR Training was held at Station 281 attended by seven people. Firefighter/Paramedic Ricky Seward was lead instructor.

### **5. PERSONNEL**

- 5.1 July 14 – Firefighter of the Year, Andrew Crane was honored by the Big Bear Elks Lodge. The Elks Lodge hosted a Firefighter's Appreciation Dinner for Big Bear's firefighters. Following the dinner, Chief Willis recognized Firefighter/Paramedic Andrew Crane for his many contributions to the department. The dinner was well attended by both firefighters and the administrative staff (see Grizzly article attached).
- 5.2 July 28 – The Fire Department held a Last Alarm Retirement Ceremony at Station 282 honoring retiring Captain Greg Robinson for his 29 years of service to the department. His last official day is August 13, 2015. Chief Willis presented him with a plaque, flag and flag case (see Grizzly article attached).

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

- 6.1 July 8-9 – Administrative Clerk/Board Secretary, Dawn Marschinke attended Nuts & Bolts, a basic training for new Board Secretaries and City Clerks.

## **7. MISCELLANEOUS**

- 7.1 July 1 – Conference call between Chief Willis, Battalion Chief Mike Maltby, Sr. Finance Officer, Shirley Holt, Attorney Jeff Ferrer, EMS/Fire Financial Coordinator Eileen Berne and Shari Strain, CSD Finance Officer to begin development of Ambulance Operations Agreement.
- 7.2 July 15 – Chief Willis attended community Manager’s Lunch coordinated by Reggie Lamson, General Manager, Department of Water and Power.
- 7.3 July 22 – Chief Willis met with Brent Tregaskis, General Manager, Big Bear Mountain Resorts to discuss ongoing resort activity that affects fire department operations.
- 7.4 July 15 – Director Jackowski attended California JPIA Board Meeting on behalf of Big Bear Fire Authority.
- 7.5 July 16-17 – Directors Terry, Putz and Walsh attended FDAC Certification Training in San Diego. This training covered Legal Mandates and Regulations, Fire District Board Organization, Fire District Planning – Response Route to Success, Fire District Trends and Issues.

## **8. CORRESPONDENCE**

- 8.1 July – The Fire Department received two Customer Satisfaction Surveys for July (summary is attached).
- 8.2 July – The Fire Department received a \$75 donation from the Sierra Club.
- 8.2 July – The Fire Department received a \$50 donation from Cassandra Barrows in memory of Wally Wallace.

## Training Class Summary by Category

Class Date Between {07/01/2015} And {07/31/2015}

Category	Classes	Pct of Classes	Hours	Pct of Hours
6PE ASSISTING THE PARAMEDIC	1	3.33%	2.50	1.71%
AB.1 Orientation and Introduction	1	3.33%	4.00	2.74%
ADM TR Admin Training	2	6.66%	80.00	54.98%
CUT Cutting Tools	1	3.33%	1.00	0.68%
DRIVEOP DRIVER / OPERATOR	1	3.33%	2.00	1.37%
EVOLUTIONS ENGINE CO EVOLUTIONS	3	10.00%	6.00	4.12%
FF1H HOSE, NOZZLES AND APPLIANCES	2	6.66%	6.00	4.12%
FF1K RESCUE	2	6.66%	3.50	2.40%
FF1T WILDLAND FIRE FIGHTING	2	6.66%	5.00	3.43%
FF2H HOSE NOZZLES AND APPLIANCES	1	3.33%	1.00	0.68%
FFTELEC Electrical Emergincies	7	23.33%	16.00	10.99%
ORIET PCF ORIENTATION	3	10.00%	10.50	7.21%
PUMP EVOL Pumping Evolutions	2	6.66%	5.00	3.43%
SKI T EMS Skills / Assesment Testing	1	3.33%	1.00	0.68%
TRGMTG TRAINING OFFICER MTG	1	3.33%	2.00	1.37%
<b>Totals</b>	<b>30</b>		<b>145.50</b>	



## Big Bear Fire Department

41090 Big Bear Boulevard, P. O. Box 10000, Big Bear Lake, CA 92315

Office 909.866.7566 Fax 909.866.8288

### Customer Satisfaction Survey - Incidents for Advanced Life Support & All Residents

Month of July 2015

Total Responses:

	Type of Service			This Month			Calendar Year to Date				
	Fire	EMS	Other	Strongly Agree	Agree	Disagree	Strongly Disagree	Strongly Agree	Agree	Disagree	Strongly Disagree
1. Fire Dept. personnel responded promptly.		2		2				11	1		
2. Fire Dept. personnel were courteous and helpful.				2				13			
3. Fire Dept. personnel took time to explain their actions.				2				12	1		
4. Fire Dept. personnel were professional in appearance.				2				12			
5. Overall, I was satisfied with the Fire Dept.'s service.				2				13			

Do you have any comments for improving our service in the future?

Date:	Inc. #:	Comments	Follow Up Done
07/10/15		Awesome Fire Dept. We were with a friend who became ill at the Hacienda Restaurant. These 4 guys stopped what they were doing to help him. We go up to Big Bear every year and it is so comforting to know that we are in good hands with your awesome fire team. I can't thank you enough. Our friend went to the hospital and eventually was sent to Kaiser Hospital in Ontario. Blessings to all of you, stay safe!	
07/26/15		I was transported from Big Bear Hospital to Redlands Hospital by Justin (paramedic) and Elijah (driver). They were both courteous and professional and made the trip more pleasant than it could have been. Thank them both. Robert Henderson	

# Five alarm call to arms

Big Bear Professional Firefighters of Local 935 host a blood drive Tuesday, July 28.

LifeStream issued a challenge to firefighters and police officers to participate in the second annual Guns and Hoses blood drive competition. The Big Bear Firefighters have taken this challenge seriously and need your help in out-collecting the guns and making the hoses No. 1 in Big Bear Valley.

Every summer blood donations do not keep pace with need in local hospitals. Firefighters know the value of having the blood at the ready when an emergency occurs, such as trauma, accidents and burns.

The blood drive is from 10 a.m. to 3 p.m. All donors are eligible to win a pair of Southern California CityPass tickets.

Each ticket is valid for one free admission to Legoland, one admission to Sea World and up to three Park Hopper tick-

ets for Disneyland and Disney's California Adventure. Tickets are valid 14 days after the date of first use.

While supplies last, all donors receive a LifeStream T-shirt, free cholesterol screening and Gift of Life loyalty points to be redeemed at the online store at [www.lstream.org](http://www.lstream.org).

Anyone between the ages of 18 and 44 can register for the Be the Match bone marrow screening program.

To donate blood, you must be at least 15 years old, and those age 15 or 16 must provide written parental consent. Prospective donors must be free of infections and illness, weight at least 110 pounds, and not be at risk for AIDS or hepatitis.

Visit Station 282 at 301 W. Big Bear Blvd., Big Bear City on July 28 to give blood and help the local firefighters win the Guns and Hoses challenge.





# 13<sup>th</sup> Annual Xeriscape Tour

SATURDAY, JULY 18, 2015

Pick-up Your Self-Guided Tour Book  
Between 9am and Noon at  
Eminger's Nursery - 41223 Big Bear Blvd.  
Complete the Tour by 4pm

## Seven Xeriscape Principals:

1. Planning and Design\*
2. Limited Turf
3. Efficient Irrigation
4. Soil Improvement
5. Mulching\*
6. Low Water Demand Plants
7. Appropriate Maintenance\*

*Be sure to view the  
Firewise House on  
the tour!*

Sponsored by USAA Insurance

## Key Principals for \*Defensible Space:

1. Remove weeds, brush, and other vegetation.
2. Prune and limb up trees.
3. Place your vegetation debris curbside and go to [www.thisisn.org](http://www.thisisn.org) for FREE chipping service.

Funding for this program is provided by a grant from the Cooperative Fire Program of the U.S. Forest Service, Department of Agriculture, Pacific Southwest Region, through the California Fire Safe Council.



# Now there are two

## Big Bear firefighter retires

By JUDI BOWERS  
Reporter

In 1989 Big Bear City Fire Department transitioned from a paid-call department to a full-time staff. Twelve men who had been paid-call firefighters were hired as the full-time staff. As of July 28, two of those 12 remain on active duty.

Capt. Greg Robinson retired with a ceremony July 28, complete with final alarm tones issued by dispatch wishing the 30-year veteran well in the next chapter. Standing in front of what is now Station 282, Robinson was lauded by Big Bear Fire Chief Jeff Willis, also one of the 12 original firefighters. A formal flag ceremony lowered the flag flying over the station, which was presented to Robinson. He was also presented with a plaque depicting the Fire Department logo and a commendation from State Assemblyman Jay Obernolte's office.

When the Big Bear City Fire Department went full-time, the firefighters manned one station, which was Station 291 at the time. The building was remodeled to add sleeping quarters and additional office space for round-the-clock staffing.

Over the years, the staff grew to add the ambulance service and begin staffing the second station in Sugarloaf. Most recently, the process to consolidate Big Bear City and Big Bear Lake fire departments into one now known as Big Bear Fire Authority, is ongoing.

The 12 full-time firefighters included the first three captains Dana Van Leuven, Gary

Byrd and Duane Lindquist. Engineers were Mike Cormican, the late Kirk Bowdridge and Willis. Firefighters were Rick Bowers, Tony Heufner, Cory Scranton, Dave DeLay, Bob Barnett and Robinson.

Van Leuven, Bryd, Bowers, Scranton and DeLay attended the send-off for Robinson. Heufner and Willis were on duty, the two remaining of what were called the Dirty Dozen.

Just as the ceremony was set to begin, a minor traffic accident happened right at the intersection of Sawmill and Big Bear boulevards. Robinson looked as if he would join his fellow firefighters in response, but only for a moment until someone reminded him, while he was still in uniform, he is officially retired.



JUDI BOWERS/Big Bear Grizzly

It's official. Capt. Greg Robinson, center holding the flag, retired from Big Bear Fire Department July 28. Also pictured, from left, Battalion Chief Mike Maltby, Susanne Saderup, Robinson's fiancée, Yvette Eddy from Assemblyman Jay Obernolte's office, and Big Bear Fire Chief Jeff Willis.



Members of the Big Bear Fire Department flag detail fold the flag that was flying over the Big Bear station July 28 to present to Capt. Greg Robinson, who officially retired that day.



• See video and more photos at [www.bigbeargrizzly.net](http://www.bigbeargrizzly.net).

## Big Bear Fire honors Crane

Andrew Crane started his career in the fire service as an Explorer with the Big Bear City Fire Department. On July 14, he was named Firefighter of the Year.

The Big Bear Lake Elk's Lodge hosted its Firefighter Appreciation Dinner for Big Bear's firefighters at the lodge on July 14. Big Bear Fire Chief Jeff Willis recognized Crane following the dinner as the 2015 Firefighter of the Year for Big Bear Fire Department. Firefighter-paramedic Crane's contributions include serving as an Explorer Post advisor, Community Emergency Response Team instructor, a CPR instructor, EMT instructor, paramedic preceptor and EMS supplies manager. Crane also participated in the Scott Stairclimb event in Seattle, Washington, to raise money for the Leukemia and Lymphoma Society.



Photo courtesy of Big Bear Fire

Firefighter-paramedic Andrew Crane, left, was named Firefighter of the Year 2015 for Big Bear Fire during an appreciation dinner sponsored by the Elk's Lodge July 14. Big Bear Fire Chief Jeff Willis, right, presented the award.



# Fiesta de Big Bear welcomes athletes

By JJ DEFOREST  
Reporter

It was a whirlwind three days for close to 100 Special Olympics athletes who called Big Bear home prior to the World Games in Los Angeles, which began July 25.

World Games athletes arrived from Luxembourg, Chile and Montenegro at various times July 21. They woke up to breakfast and plenty of planned activities in their Host Town of Big Bear Lake on July 22. They ended their first full day in Big Bear with a party.

The 92 visiting competitors busy schedule included Fiesta de Big Bear, an outdoor celebration complete with mariachis, dancing and an endless amount of food all hosted by Sonora Cantina. Following the feast, the athletes were treated to a show of traditional dancing and mingled with Big Bear residents.

"They are in amazing spirits," said Rick Bates, chair of the Big Bear Lake Host Town program. "Even though it was a little tough getting here."

More than 6,000 athletes from 165 countries descended on Los Angeles International Airport July 21 and their arrival was not without complications. Delayed flights and ground transportation mix-ups made a long travel day even longer. Bates said the teams hosted by Big Bear fared better than others, arriving only a few hours later than expected.

"They had a good night's rest," Bates said. They needed it. After a breakfast presented by Big Bear public safety groups, the athletes began their training for the games at Meadow Park. The two-hour workout was followed by a cruise of the lake on Miss Liberty and lunch.

"They'll blow your mind with how really talented they are," Bates said. "To be able to come and meet a lot of the athletes and talk with them you realize that these are really great people in our communities and they contribute to our entire society."

Workouts continued the next day and the athletes were treated to a dance party at Bear Creek Resort. Athletes and fans gathered under the pavilion at Bear Creek Resort to sample pizza from five area restaurants and listen to a live



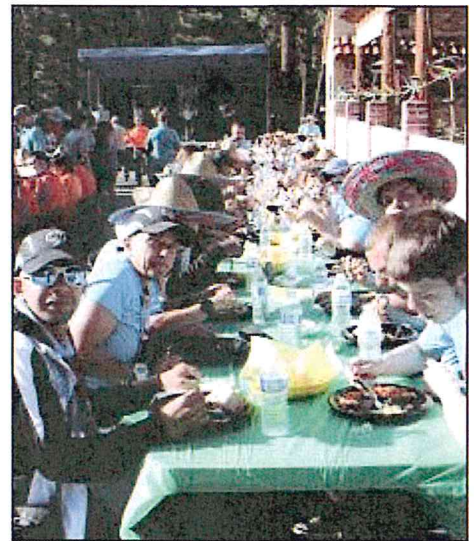
Special Olympics liaison Jim Wijnhamer, right, gets the dancing started during the Big Bear Dance Party July 23.

performance by The Cave House Band.

Dubbed the Big Bear Dance Party and Battle of the Big Bear Pizzas, the event was the final celebration of the group's three-day stay in Big Bear.

"We decided that this is going to be their last night here and we wanted to get the community out here and be the last hurrah before they leave tomorrow morning," said Jim Wijnhamer, San Bernardino County law enforcement liaison for the Special Olympics.

Five pizza restaurants—Red Baron, Maggio's, Domino's, Saucy Mama's and Village Pizza—provided dozens of pies for the group. "We told them to go for it and show off their best stuff, so it's probably the widest variety of pizza that you're going to see for a long time," Bates said. After a thorough tasting session the athletes chose the winner. By voice vote, the athletes chose every restaurant the winner of the pizza battle.



World Games athletes from Luxembourg dig in to fiesta fare during Fiesta de Big Bear at Sonora Cantina July 22. The event served as a welcoming party to the 92 athletes who rested and trained in Big Bear three days prior to the opening ceremonies in Los Angeles.

Big Bear residents turned out to give the group a hometown send-off complete with a procession down Big Bear Boulevard July 24. Fans gathered to wave flags and ring cowbells as the three buses headed for Los Angeles.

Opening ceremonies for the World Games were July 25. The Games continue through Aug. 2



Members of the city of Big Bear Lake public works department line Village Drive July 24 to wave the Special Olympic World Games athletes off to Los Angeles.



Waving goodbye, Special Olympic World Games athletes leave Big Bear Lake, their Host Town for 2015, on July 24.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA5

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Dawn Marschinke, Administrative Clerk *DEM*

**SUBJECT:** **PROPOSED RESOLUTION APPOINTING AND DESIGNATING  
A NEW BOARD SECRETARY**

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## **BACKGROUND**

On July 10, 2012 the Board of Directors of Big Bear Fire Authority selected and duly appointed, a secretary Mrs. Corinne Flores by adopting Resolution No. BBFA2012-001. Mrs. Corinne Flores retired from this position on June 25, 2015.

## **DISCUSSION**

The vacant position requires the Board to select and appoint a new Secretary adopting Resolution No. BBFA2015-XXX and rescinding Resolution No. BBFA2012-001.

## **RECOMMENDATION**

Staff recommends the Fire Authority Board discuss and adopt Resolution No. FA2015-XXX Appointing and Designating a new Authority Secretary and Rescind Resolution No. BBFA2012-001.

/dem

Attachment 1: Resolution No. BBFA2015-XXX Appointing and Designating New Board Secretary

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, APPOINTING AND DESIGNATING AN AUTHORITY SECRETARY AND RESCIND RESOLUTION NO. BBFA2012-001**

**WHEREAS**, the Big Bear Fire 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; and

**WHEREAS**, Section 6506 of the California Government Code, and Section 7.2 of the Joint Powers Agreement executed between the Big Bear City Community Services District and the Big Bear Lake Fire Protection District, permit the parties to such agreement to contribute the services of personnel to the Authority as necessary; and

**WHEREAS**, the affairs of the Board require the appointment and designation of a secretary to assist the Board with its work; and

**WHEREAS**, the Big Bear Fire Authority adopted Resolution No. BBFA2012-001 authorizing Mrs. Corinne Flores to serve as the Board Secretary of the Big Bear Fire Authority; and,

**WHEREAS**, Mrs. Corinne Flores retired effective, June 25, 2015, it is now necessary to transfer the appointment of Board Secretary to Dawn E. Marschinke, an employee of the Big Bear Fire Authority.

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

1. Dawn E. Marschinke, an employee of Big Bear Fire Authority, is hereby appointed and designated to serve as the Secretary of the Board of Directors of the Big Bear Fire Authority.
2. The Secretary shall assist the Fire Chief and the Chair of the Board in the preparation of the agenda, shall post the agenda and distribute agenda materials to the Board and others as required, shall take and distribute meeting minutes, shall attest to the execution of all resolutions, ordinances or other Board documents by the Chair, and shall have other duties specified in the Authority's Bylaws and Policies, the Joint Powers Agreement, or as otherwise specified by the Board.
3. This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_th day of August, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority



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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX 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 \_\_\_<sup>th</sup> day of August, 2015, 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 \_\_\_<sup>th</sup> day of August, 2015

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA6

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*

**SUBJECT:** ESTABLISHING MEMBERSHIP IN CALIFORNIA JOINT  
POWERS INSURANCE AUTHORITY

---

## **BACKGROUND**

On May 27, 2015 the California Joint Powers Insurance Authority (CJPIA) Executive Committee voted unanimously to allow membership to Big Bear Fire Authority into CJPIA for liability and workers comp self-insured pooling programs.

## **DISCUSSION**

The attached Resolutions, require adoption by the Board of the Fire Authority and are a requirement to membership of CJPIA. The resolutions allow the Fire Authority to:

- 1) Become a member of the CJPIA
- 2) Participate in its liability program for self-insured loss pooling.
- 3) Participate in the Workers Compensation program for self-insured pooling
- 4) Complete the State application for self-insured Workers Compensation pooling

## **STAFF RECOMMENDATION**

Staff recommends the Board adopt Resolution BBFA2015-XXX approving execution of the Joint Powers Agreement to join CJPIA; Resolution BBFA2015-XXX to authorize and approve pooling of self-insurance through the liability protection program of the CJPIA; Resolution BBFA2015-XXX authorizing application to the Director of Industrial Relations, state of California for a Certificate of Consent to self-insure worker's compensation liabilities.

SH/dem

Attachment 1: Resolution No. BBFA2015-XXX Authorizing Execution of CJPIA Membership Agreement

Attachment 2: Resolution No. BBFA2015-XXX Authorizing Pooling of Self-Insurance in CJPIA Liability Protection Program

Attachment 3: Resolution No. BBFA2015-XXX Authorizing Application to Self-Insure Worker's Compensation

Attachment 4: Exhibit A: Application for Public Entity Certificate of Consent to Self-Insure

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, APPROVING EXECUTION OF THE JOINT POWERS AGREEMENT JOINING THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY.**

**WHEREAS**, pursuant to the provisions of Sections 990, 990.4, 990.8 and 6500 of the Government Code, the California Joint Powers Insurance Authority ("California JPIA") has been created by a Joint Powers Agreement; and

**WHEREAS**, Joint Protection Programs have been developed by the California JPIA pursuant to the provisions of said Agreement; and

**WHEREAS**, Article 22 of said Agreement provides for additional members to become parties to the Joint Powers Agreement creating the California JPIA and enter one or more Joint Protection Programs providing self-insurance and loss pooling; and

**WHEREAS**, the self-insurance and loss pooling programs of the California JPIA, as well as its group insurance coverage programs, offer significant advantages to the Big Bear Fire Authority in terms of cost, protection, risk management and loss control advice and assistance, and entering such programs would be in the best interest of the Big Bear Fire Authority

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:**

**Section 1.** That the Chairman of the Board of the Big Bear Fire Authority is hereby authorized and directed to execute the Joint Powers Agreement on behalf of the Big Bear Fire Authority binding the Member to the terms and conditions of said Agreement. The Big Bear Fire Authority understands and agrees that, by executing the Agreement, it will be bound by the terms of the Joint Powers Agreement, specifically Article 21, "Responsibilities of Members," including the obligation to make deposits and deposit adjustments for joint protection programs it joins.

**Section 2.** That the Big Bear Fire Authority hereby joins the California JPIA, for a period of not less than one (1) year.

**Section 3.** That the Big Bear Fire Authority acknowledges and agrees to the provisions of Article 23 of the Agreement, which provides:

(a) A Member which enters into this Agreement may not withdraw as a party to this Agreement and as a Member of the Authority for a one-year period commencing on the effective date of its membership.

(b) A Member which enters into a joint protection program may not withdraw as a participant in that program for a one-year period commencing on the effective date of its participation in the joint protection program.

(c) After the initial one-year non-cancellable commitment to membership in the Authority or participation in a joint protection program, a Member may withdraw only at the end of any protection period, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and/or any joint protection programs in which it participates.

**PASSED, APPROVED, AND ADOPTED** this \_\_th day of August, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Rick Herrick  
Chairman of the Board  
Big Bear Fire Authority

ATTEST:

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority



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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the \_\_\_<sup>th</sup> day of August 2015 and that the same was so passed and adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Witness my hand and the official seal this \_\_\_<sup>th</sup> day of August, 2015.

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE LIABILITY PROTECTION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY.**

**WHEREAS**, pursuant to the provisions of Section 6500 et seq. and also Sections 990.4 and 990.8 of the California Government Code, the California Joint Powers Insurance Authority (“California JPIA”) was created in 1977; and

**WHEREAS**, the Big Bear Fire Authority has executed the Joint Powers Agreement to become a member of the California JPIA; and

**WHEREAS**, the California JPIA has established and administered a successful Liability Self-Insurance and Loss Pooling Program since April 1, 1978; and

**WHEREAS**, there are significant financial and administrative advantages for the Big Bear Fire Authority to participate in the Liability Protection Program.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:**

**Section 1.** Liability coverage for the Big Bear Fire Authority through the Liability Protection Program of the California JPIA is hereby authorized and directed effective July 1, 2015, pursuant to the terms of the Memorandum of Coverage in effect at the time of any occurrence covered by the Memorandum of Coverage.

**Section 2.** That an initial annual contribution of \$79,000, or such pro-rata part thereof as the California JPIA might determine for coverage of less than a fiscal period, for the Liability Program is approved and the appropriate officers of the Big Bear Fire Authority are authorized to pay the same to the California JPIA.

**Section 3.** That Big Bear Fire Authority will subsequently be required to make deposits and deposit adjustments as provided in the California JPIA Joint Powers Agreement.

**Section 4.** That the coverage provided is from the first dollar incurred per occurrence and there is no self-insured retention level. The cost allocation formula, including the self-insured retention level, is periodically reviewed by the California JPIA and may be changed or amended in subsequent Program years.

**Section 5.** That the Chairman of the Board of Directors shall sign and the Big Bear Fire Authority's Board Secretary shall certify to the passage and adoption of this Resolution, and thereupon the same shall take effect and be in force.

**Section 6.** That the Big Bear Fire Authority 's Clerk is directed to forward a certified copy of this Resolution to the California JPIA, 8081 Moody Street, La Palma, CA 90623.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the \_\_\_<sup>th</sup> day of August, 2015 and that the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Witness my hand and the official seal this \_\_\_<sup>th</sup> day of August, 2015.

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, AUTHORIZING APPLICATION TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA FOR A CERTIFICATE OF CONSENT TO SELF INSURE WORKERS' COMPENSATION LIABILITIES**

**WHEREAS**, at a meeting of the Board of Directors of the Big Bear Fire Authority a JPA, organized and existing under the laws of the State of California, held on the \_\_day of August, 2015, the following resolution was adopted:

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors of the Big Bear Fire Authority be and they are hereby severally authorized and empowered to make application, attached as Exhibit A, to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self Insure workers' compensation liabilities on behalf of the Big Bear Fire Authority and to execute any and all documents required for such application.

**PASSED, APPROVED, AND ADOPTED** this \_\_th day of August, 2015.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the \_\_\_<sup>th</sup> day of August, 2015 and that the same was so passed and adopted by the following vote:

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

Witness my hand and the official seal this \_\_\_<sup>th</sup> day of August, 2015.

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority



EXHIBIT A

Our File: \_\_\_\_\_

## APPLICATION FOR A PUBLIC ENTITY CERTIFICATE OF CONSENT TO SELF INSURE

NOTE: All questions must be answered. If not applicable, enter "N/A".  
Workers' compensation insurance must be maintained until certificate is effective.

### APPLICANT INFORMATION

Legal Name of Applicant (show exactly as on Charter or other official documents):

Big Bear Fire Authority

Street Address of Main Headquarters:

41090 Big Bear Blvd.

Mailing Address (if different from above):

P.O. Box 2830

Federal Tax ID No.:

46-0706334

City:

State:

Zip + 4:

Big Bear Lake

CA

92315-2830

### TO WHOM DO YOU WANT CORRESPONDENCE REGARDING THIS APPLICATION ADDRESSED?

Name: Beth Lyons

Title: Assistant Executive Officer

Company Name: California JPIA

Mailing Address: 8081 Moody Street

City: La Palma

State: CA

Zip + 4: 90623

Type of Public Entity (check one):

City and/or County     School District     Police and/or Fire District     Hospital District     Joint Powers Authority

Other (describe): \_\_\_\_\_

Type of Application (check one):

New Application     Reapplication due to Merger or Unification     Reapplication due to Name Change Only

Other (specify): \_\_\_\_\_

Date Self Insurance Program will begin: July 1, 2015

**CURRENT PROGRAM FOR WORKERS' COMPENSATION LIABILITIES**

Currently Insured with State Compensation Insurance Fund, Policy Number: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_ Yearly Premium: \$ \_\_\_\_\_

Current Yearly Incurred (paid & unpaid) Losses: \$ \_\_\_\_\_ (FY or CY)

Currently Self Insured, Certificate Number: \_\_\_\_\_

Name of Current Certificate Holder: \_\_\_\_\_

Other (describe): New Entity

**JOINT POWERS AUTHORITY**

Will the applicant be a member of a workers' compensation Joint Powers Authority for the purpose of pooling workers' compensation liabilities?

Yes  No If yes, then complete the following:

Effective date of JPA Membership: \_\_\_\_\_ JPA Certificate No.: 5009

Name and Title of JPA Executive Officer:

Jonathan Shull, Chief Executive Officer

Name of Joint Powers Authority Agency:

California Joint Powers Insurance Authority

Mailing Address of JPA:

8081 Moody Street

City: La Palma State: CA Zip + 4: 90623-2000

Telephone Number: ( 562 ) 467-8700

**PROPOSED CLAIMS ADMINISTRATOR**

Who will be administering your agency's workers' compensation claims? (check one)

JPA will administer, JPA Certificate No.: \_\_\_\_\_

Third party agency will administer, TPA Certificate No.: 129

Public entity will self administer  Insurance carrier will administer

Name of Individual Claims Administrator:

Avo Deukmajian, Assistant Vice President

Name of Administrative Agency:

York Risk Services Group

Mailing Address:

P.O. Box 619079

City: Roseville State: CA Zip + 4: 95661

Telephone Number: ( 909 ) 942-4858 FAX Number: ( 909 ) 608-7165



Number of claims reporting locations to be used to handle the agency's claims: One

Will all agency claims be handled by the administrator listed on previous page?  Yes  No

**AGENCY EMPLOYMENT**

Current Number of Agency Employees: 35

Number of Public Safety Officers (law enforcement, police or fire): 32

If a school district, number of certificated employees: \_\_\_\_\_

Will all agency employees be included in this self insurance program?  Yes  No

If no, explain who is not included and how workers' compensation coverage is to be provided to the excluded agency employees:

**INJURY AND ILLNESS PREVENTION PROGRAM**

Does the agency have a written Injury and Illness Prevention Program?  Yes  No

Individual responsible for agency Injury and Illness Prevention Program:

Name and Title:

Nick Bruinsma, Fire Captain/Administration

Company or Agency Name:

Big Bear Fire Authority

Mailing Address:

P.O. Box 2830, CA 92315-2830

City:

State:

Zip + 4:

Big Bear Lake, CA 92315-2830

Telephone Number: ( 909 ) 866-7566

**SUPPLEMENTAL COVERAGE**

Will your self insurance program be supplemented by any insurance or pooled coverage under a standard workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date of Coverage: \_\_\_\_\_

Will your self insurance program be supplemented by any insurance or pooled coverage under a specific excess workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: Safety National Casualty Corporation

Policy Number: FCS404402

Effective Date of Coverage: 07/01/11

Retention Limits: Statutory Limits Excess of \$2,000,000

Will your self insurance program be supplemented by any insurance or pooled coverage under an aggregate excess (stop loss) workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date of Coverage: \_\_\_\_\_

Retention Limits: \_\_\_\_\_



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA7

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*

**SUBJECT:** **PROVIDE FOR WORKERS' COMPENSATION COVERAGE  
FOR FIRE AUTHORITY VOLUNTEERS**

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## **BACKGROUND**

On May 27, 2015 the CJPIA Executive Committee voted unanimously to allow membership to Big Bear Fire Authority. As members of the CJPIA it is an option to extend Workers Compensation coverage to volunteers performing duties on behalf of the Fire Authority.

## **DISCUSSION**

The resolution addresses optional workers compensation coverage for all volunteers of the Fire Authority while performing duties as directed by the Fire Authority. Coverage is from portal to portal once called for an assignment.

## **FISCAL IMPACT**

There is no additional cost to add this provision to the insurance policy.

## **STAFF RECOMMENDATION**

Staff recommends the Board adopt resolution BBFA2015-XXX, authorizing that workers compensation coverage provided by the CJPIA program be extended to volunteers, portal to portal, when performing duties as assigned by the Fire Authority.

SH/dem

Attachment 1: Resolution No. BBFA2015-XXX Authorizing Worker's Compensation Coverage be Extended to Volunteers

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, PROVIDING WORKERS' COMPENSATION COVERAGE FOR CERTAIN BIG BEAR FIRE AUTHORITY VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE.**

**WHEREAS**, the Big Bear Fire Authority finds its best interest will be served by utilizing volunteers in the provision of certain government services; and

**WHEREAS**, said volunteers should be eligible for workers' compensation coverage while on duty;

**NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Big Bear Fire Authority does hereby:**

1. Find and determine that the public interest is best served by providing workers' compensation coverage for Big Bear Fire Authority volunteer workers as specified by the Big Bear Fire Authority Fire Chief; and

2. Provide eligibility for said volunteers for workers' compensation benefits which will be applicable from portal to portal after volunteer services are requested, however, that the rights of volunteers shall be limited as set forth in the Labor Code.

**PASSED, APPROVED AND ADOPTED** this \_\_\_<sup>th</sup> day of August, 2015.

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Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the \_\_\_<sup>th</sup> day of August, 2015 and that the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Witness my hand and the official seal this \_\_\_<sup>th</sup> day of August, 2015.

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA8

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Mike Maltby, Battalion Chief *MM*

**SUBJECT:** **FEDERAL EXCESS PERSONAL PROPERTY PROGRAM**

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## **BACKGROUND**

The Federal Government established in 1978 the Federal Excess Personal Property Program (FEPP) to help suburban Fire Agencies who are “actively engaged in the prevention and suppression of all fires in and adjacent to suburban areas.” The FEPP allows for the transfer and use of excess federal equipment to local fire departments. While the program is a Federal program, it is administered within the state of California by CAL FIRE.

## **DISCUSSION**

This program allows the Big Bear Fire Authority (Authority) to acquire equipment at no cost and keep the equipment for a five year term. At the end of the five year term, the agreement is automatically extended in two year increments.

Under this program, the title of the equipment would be legally transferred to the Authority and the U.S.D.A Forestry Service would be listed as the lien holder. The Authority would be legally responsible for the control, insurance and maintenance of the equipment. The Authority would not have the right to sell, transfer, loan or dispose of the equipment without the written approval of CAL FIRE.

The Department is seeking to obtain a large capacity water tender for service in the Baldwin Lake area. The lack of a domestic water system in the Baldwin Lake area is a potential impediment to the Departments ability to fight a large fire in that area. A large capacity water tender would provide the necessary water supply needed for a large fire and would improve community safety.

**FISCAL IMPACT**

None at this time.

**RECOMMENDATION**

Staff recommends the Board Authorize the Fire Chief to execute the Agreement by and between the Big Bear Fire Authority and the State of California Department of Forestry and Fire Protection as presented and authorize staff to pursue available excess equipment under the program.

dm/mm

Attachment 1: Resolution No. BBFA2015-XXX Authorizing Application for Federal Excess Personal Property  
Attachment 2: Exhibit A – Agreement #993232 to State of California Department of Forestry and Fire Protection

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA  
JOINT POWERS AUTHORITY, AUTHORIZING  
APPLICATION FOR FEDERAL EXCESS PERSONAL  
PROPERTY IN ACCORDANCE WITH UNITED STATES  
FOREST SERVICE COOPERATIVE FORESTRY  
ASSISTANCE ACT (CFAA) OF 1978**

**WHEREAS**, there is a need for Federal Excess Personal Property to help fight wildland, rural, structure or other fires in the County of San Bernardino, and

**WHEREAS**, Jeff Willis is the Chief of Big Bear Fire Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Big Bear Fire Authority accepts the agreement attached to this Resolution as Exhibit A, between the State of California, Department of Forestry and Fire Protection (CAL FIRE) and the Big Bear Fire Authority, this \_\_th day of August, 2015 for the loan of Federal Excess Personal Property, and, authorizes Fire Chief Willis to sign the agreement for the Board of Directors.

**PASSED, APPROVED, AND ADOPTED** this \_\_th day of August, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority



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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the \_\_\_<sup>th</sup> day of August, 2015 and that the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Witness my hand and the official seal this \_\_\_<sup>th</sup> day of August, 2015.

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT FOR THE LOAN OF  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)  
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AND

**BIG BEAR FIRE PROTECTION DISTRICT**

This agreement for the **LOAN** of Federal Excess Personal Property (FEPP) through the US Forest Service made and entered into this \_\_\_\_ day of \_\_\_\_, **2015**, by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection, hereinafter called the **STATE**, and the **Big Bear Fire Protection District** hereinafter called the Local Fire Department, covenants as follows:

- A. WHEREAS, the State has been approved as an agent of the US Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (PL 95-313) Rural Fire Protection Program, hereinafter referred to as CFAA, and
- B. WHEREAS, the control of timber, grass and wild land fires in, and adjacent to, suburban areas is essential to an effective forest fire control program, and
- C. WHEREAS, the Local Fire Department is actively engaged in the prevention and suppression of all fires in and adjacent to suburban areas, and
- D. WHEREAS, the CFAA provides for the loan of FEPP available for use by the Local Fire Department to carry out this function if additional property is available, and
- E. WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities, to make certain FEPP available to the Local Fire Department.

NOW, THEREFORE, it is mutually agreed that, effective as the date shown above:

1. The STATE will **LOAN** to the Local Fire Department FEPP described in **Attachment A** under the following terms and conditions:
  - A. FEPP primary use must be 90% for fire. The Forest Service FEPP program is not intended for Urban Safety and Rescue (USAR), medical or hazardous material responses on a daily basis.
  - B. All such FEPP loaned shall be for an indefinite period of time, unless cooperator is negligent of program regulations. The agreement may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
  - C. Ownership shall remain with the US Forest Service and vehicle must be registered within thirty (30) days of taking possession, with DMV. Registered Owner shall be the Local Fire Department and Lien Holder to all vehicles and rolling stock shall be USDA Forest Service, PO Box 944246, Sacramento, CA 94244-2460.
  - D. The Local Fire Department shall complete a resolution of incorporation or non-incorporation, or a statement from their governing board approving participation, **and** proof of insurance in the form of an insurance policy or a self-insured statement on Board of Supervisors letterhead. Drivers shall take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).

- E. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned property remains with the Local Fire Department and **must** be removed **prior** to return of the property to the US Forest Service.
  - F. The Local Fire Department shall paint all rolling stock to match existing department equipment and apply their department logo.
  - G. The Local Fire Department shall identify the property with a National Finance Center (NFC) property tag, provided by your sponsoring unit, so as to identify and trace it as Federal owned property.
  - H. The Local Fire Department shall be responsible for the proper care, maintenance, security, and storage of the property.
  - I. Amendments to this agreement must be submitted to your sponsoring unit, listed below, within 30 days of acquisition or disposal of loaned property listed on Attachment A.
  - J. FEPP cannot be sold, loaned, traded, cannibalized, modified, transferred or disposed of in any manner without the State and US Forest Service Property Management Officer (PMO) approval.
  - K. The State and the Local Fire Department shall maintain formal accountability records for all FEPP on loan to the Local Fire Department; such property shall be made available at all times for a physical inventory by State and US Forest Service personnel.
  - L. When any FEPP is loaned to the Local Fire Department hereinafter, is lost, stolen, worn out, not needed, or involved in an accident, the sponsoring **CAL FIRE San Bernardino Unit**, located at **3800 N. Sierra Way, San Bernardino, CA 92405** shall be contacted for proper documentation and handling.
2. In the event that all of, or any one or more pieces of FEPP; provided to the Local Fire Department hereunder assigned, is lost, stolen, sold, damaged, destroyed or unavailable for its purposes intended hereunder, and is clearly established that such assignment or loss occurred while or as a result of a use other than stated in the terms and conditions above, then the State shall have the right and the obligation to retake such FEPP and/or assess the Local Fire Department for damages; if gross negligence is declared, up to the current market value immediately prior to such assignment, loss or destruction, established by the US Forest Service, for each piece of FEPP.
  3. In the event of any dispute over FEPP **loaned** equipment or any terms or conditions contained herein, the dispute shall be decided by the State and its decision shall be binding and final.
  4. The parties hereto agree that the Local Fire Department, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the Local Fire Department, performing under the terms of this agreement, are not acting as officers, employees or agents of the State or the Federal Government.
  5. The Local Fire Department agrees to defend, indemnify, save and hold harmless the State as defined herein, and the Department of Forestry and Fire Protection, their officers, agents and employees against any and all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the Local Fire Department, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property furnished.
  6. The period of this agreement is for five (5) years from the date of last signature on page three (3) and entered on page one (1), if no violations or signatory changes occur. The agreement shall be **reviewed** biennially (every two years) for compliance by a CAL FIRE Administrative Officer during the physical inventory process and automatically extended if no violations or changes have occurred, not to exceed the five (5) year term.

7. During the five (5) year term of this agreement, at the option of the State, it may be terminated for any material breach by the Local Fire Department for any terms herein.
8. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this agreement, except for eventual disposition of property in Attachment A, Item No. 1 are:

**LOCAL FIRE DEPARTMENT: Big Bear Fire Protection District**  
 Contact: Chief Larry Winslow  
 Physical Address: 41090 Big Bear Boulevard  
 Mailing Address: PO Box 2830  
 City: Big Bear Lake, CA Zip: 92315  
 Telephone: (909) 866-7566 ext.  
 Cell: ( ) -  
 Fax: (909) 866-4668  
 Email Address: jeff.willis@bigbearfire.org

**Department of Forestry and Fire Protection (CAL FIRE)**  
 PO BOX 944246  
 SACRAMENTO, CA 94244-2460  
 Attn: Business Services Office – Federal Property Unit  
 (916) 324-1177

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year of the last signature below.

<b>LOCAL FIRE DEPARTMENT</b>	
NAME OF FIRE DEPARTMENT: <b>Big Bear Fire Protection District</b>	
BY (Authorized Signature):  ✍	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Jeff Willis, Fire Chief</b>	

<b>STATE OF CALIFORNIA</b> <b>Department of Forestry and Fire Protection</b>	
BY (CAL FIRE Unit Chief):  ✍	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Darren Feldman, Unit Chief, San Bernardino Unit (BDU)</b>	
BY (CAL FIRE HQ FEPP Property Manager):  ✍	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: <b>Marie Ramos, FEPP Property Manager</b>	

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE LOAN OF  
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)  
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

**ATTACHMENT A**

**BIG BEAR FIRE PROTECTION DISTRICT**

	<b>ITEM:</b>	<b>SERIAL #:</b>	<b>PROPERTY #</b>
1.	No Property At This Time		
2.			
3.			
4.			
5.			
6.			
7.			



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA9

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*  
Jamie Gustason, Human Resources and Payroll Coordinator

**SUBJECT: FIRE AUTHORITY PERSONNEL POLICIES AND PROCEDURES MANUAL**

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## BACKGROUND

Big Bear Fire Authority became an employing agency on July 1, 2015, the Fire Authority has developed a Personnel Policies and Procedures Manual to guide our employment practices and inform employees of the terms and conditions of their employment with the Fire Authority.

## DISCUSSION

Employment policies and procedures are generally developed over time. This Personnel Policies and Procedures Manual will remain a work in progress as policies and procedures are developed to reflect the growth of the Big Bear Fire Authority.

## STAFF RECOMMENDATION

The staff recommends the Board to adopt BBFA2015-XXX as the Fire Authority's Personnel Policies and Procedures Manual effective this \_\_th day of August, 2015.

/dem

Attachment 1: Resolution No. BBFA2015-XXX Authorizing Adoption of Personnel Policies and Procedures Manual

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ESTABLISHING THE BIG BEAR FIRE AUTHORITY PERSONNEL MANAGEMENT POLICIES AND PROCEDURES MANUAL**

**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, the Big Bear Fire Authority, and the Big Bear Lake Fire Protection District, a subsidiary fire protection district of the City of Big Bear Lake; and

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

**SECTION 1 - GENERAL PROVISIONS**

1.01 Title.

This resolution shall be known as the “The Big Bear Fire Authority Personnel Management Policies and Procedures Manual.”

1.02 Purpose and Application.

This resolution is enacted for the purpose of establishing rules and regulations governing employment relations for the employees of the Authority. Such rules and regulations apply to all employees of the Authority.

**SECTION 2 - PERSONNEL POLICIES**

There is hereby created an official document entitled “The Big Bear Fire Authority Personnel Management Policies and Procedures Manual” (Manual), and such Manual shall be maintained by the Authority’s Fire Chief or his/her designee. The Manual shall be kept up to date, and include written personnel policies, rules, and regulations covering Authority employment. The initial contents of this policy manual shall be determined by the Authority Fire Chief, subject to approval by the Authority’s Board of Directors.

The Manual shall provide current rules and regulations including, but not limited to, those describing the terms and conditions of employment and termination; disciplinary action; employment status; employee performance appraisals; allowances; salaries and wages; hours of work; leaves; retirement and other benefits; grievance procedures; education policies; seminar policies; and other relevant topics. Department personnel may promulgate supplemental or additional rules so long as such rules are not inconsistent with the provisions herein.

Future modification of the Manual shall be accomplished through proposals submitted by the Fire Chief and approved by the Authority Board of Directors.

SECTION 3 - EFFECTIVE DATE

This resolution shall be effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of August, 2015.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

---

Dawn E. Marschinke  
Board Secretary



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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX 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 August, 2015, 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 August, 2015.

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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**BIG BEAR FIRE AUTHORITY**  
**PERSONNEL MANAGEMENT POLICIES AND PROCEDURES MANUAL**

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## **Management Rights**

Nothing in these policies is intended to limit the legal scope of management rights. The Big Bear Fire Authority (“Authority”) retains all its exclusive rights and authority under Federal and State laws and expressly and exclusively retains its management rights including, but not limited to, the right to determine and set organizational structure and standards, etc. These rights include, but are not limited to, the following:

- To determine the mission of constituent departments, commissions, and boards;
- Set standards and levels of service;
- Determine the procedures and standards of the selection for employment and promotions;
- Direct its employees;
- Establish and enforce dress and grooming standards;
- Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- Maintain the efficiency of operations;
- Determine the methods, means, and numbers of kinds of personnel by which the Authority operations are conducted;
- Determine job classifications;
- Determine the methods of financing;
- Set salaries, wages, and benefits for employees;
- Determine style or types of Authority-issued apparel;
- Determine or change the facilities, methods, technology, means, organizational structure, and size and compositions of the work force, as well as allocate and assign work by which the operations are to be conducted;
- Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all Authority functions, including but not limited to the right to contract for or subcontract any work or operations of the Authority;
- To assign work to and schedule employees in accordance with requirements as determined by the Authority and establish and change work schedules and assignments upon reasonable notice;
- Establish and modify productivity and performance programs and standards;

- Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause;
- Establish employee performance standards including but not limited to quality and quantity standards, and to require compliance therewith; and
- Exercise complete control and discretion over its organization and the technology of performing its work.

The exercise by the Authority and management representatives of its rights shall not in any way, directly or indirectly, be subject to any procedure.

## **Fire Department Management**

A. The Fire Chief shall have the authority and responsibility for the overall management and supervision of the fire department, including but not limited to personnel, equipment, budget, and operations.

B. The Battalion Chief - Administration is the Fire Department's Personnel Officer and the Fire Prevention Officer. When authorized, this position may act with the authority of the Fire Chief in the Fire Chief's absence.

C. The Battalion Chief - Shift is responsible for the day-to-day operations of the department as well as program/function management as assigned. When authorized, this position may act with the authority of the Fire Chief in the Fire Chief's absence.

D. The Senior Finance Officer shall have full responsibility of all business services and functions under the supervision of the Fire Chief.



## **Equal Employment Opportunity**

The Authority values diversity within its community, workforce and applicant pool. We embrace diversity in age, race, ability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique. Diversity initiatives built on the premise of equity that encourages and enforces: (1) Respectful communication and cooperation; (2) Teamwork and employee participation, permitting the representation of all perspectives; (3) Work/life balance through flexible work schedules; and (4) Employer and employee contributions to the diverse communities we serve.

A. *Prohibition Against Discrimination.* The Authority is an equal opportunity employer and hires on the basis of individual qualifications. Authority policy prohibits unlawful discrimination based on race, color, sex, sexual orientation, gender identity or expression, religious or political affiliation, creed, citizenship status, military service status, marital status, pregnancy, age (over 40), national origin, ancestry, medical condition, physical or mental disability, or any other basis protected by federal, state or local laws. The Authority is committed to accommodating all applicable laws which provide for equal employment opportunities. This commitment applies to all persons involved in Authority operations and prohibits unlawful discrimination by any Authority employee.

B. *Prohibition Against Harassment.* As set forth more fully in the Authority's Harassment Policy set forth later in this manual, the Authority strictly prohibits unlawful harassment on the basis of protected classes under applicable law as mentioned above. (Harassment may consist of verbal, physical, or visual types.) This policy applies to all phases of the employment relationship including hiring, promoting, transfers, etc. Management considers this to be an extreme form of personal abuse and will take appropriate disciplinary action, up to and including termination, against any employee exhibiting such misconduct. Any applicant who encounters any form of harassment should immediately report the conduct and is entitled to a prompt fair review of his or her case.

C. *Reasonable Accommodations of Disabilities.* To comply with the laws ensuring equal employment opportunities to qualified individuals with a disability, the Authority will make reasonable accommodations for the known physical or mental limitations of applicants who are otherwise qualified to safely perform all of the essential functions of their position unless undue hardship would result. Any applicant who requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such accommodation.

## **Employment**

A. *Recruitment.* The specific method of selection for hire or promotion is a management right and within management discretion. While management retains discretion regarding selection, the Authority acknowledges that it will interview all in-house candidates that meet the minimum qualifications for an available position. Applicants for employment shall be evaluated on the basis of their submitted material, personal interview(s), and demonstrated ability. Incomplete applications may not be given consideration. Typically, unsolicited applications for employment will not be accepted. The Fire Chief may temporarily fill a position without announcement, pending a recruitment and application process, for a period not to exceed one-hundred twenty (120) days.

B. *Application.* The employment application is an important aspect of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification. The Authority reserves the right of dismissal upon finding falsification of fact on the employee's application. Applications received after the deadline for submission will be rejected.

## **Prerequisites to Employment**

- A. *Pre-Employment Testing.* The Authority may require passage of a physical ability testing, written examinations, oral interviews, and/or assessment center testing prior to hiring.
- B. *Pre-Employment Physical.* After an offer of employment has been made to a job applicant, and prior to the commencement of employment with the Authority, a selected applicant may be required to undergo a physical examination and evaluation which may include drug or alcohol screening (as necessary for safety sensitive positions). Employees, in certain classifications, may further be required to undergo additional periodic fitness for duty examinations during their employment. The expense involved in such an examination shall be borne by the Authority. The evaluation of an employee's physical ability to perform the job shall be made only on the basis of the essential functions of the position for which the employee is applying.
- C. *Appropriate Licensure.* If required by job description, applicants seeking employment with the Authority are required to submit, as part of their application, proof of a valid California Driver License. If the applicant does not have a valid California Driver License or the applicant's driving record is deemed to be unsatisfactory by the Fire Chief after review with the Authority's insurance carrier, the applicant may be considered ineligible for employment with the Authority.
- D. *Criminal History.* After a determination that the applicant is otherwise qualified for employment, the Authority will review an applicant's criminal history. Any felony and certain misdemeanor convictions must be disclosed to the Authority. Such convictions may not necessarily disqualify the applicant from employment. All of the circumstances surrounding the conviction and their effect on Authority interests shall be evaluated by the Fire Chief and/or legal counsel.
- E. *Age.* An applicant must be 18 years of age or older.

### **Proof of Employable Status**

The Immigration Reform Act of 1986 obligates the Authority to verify the right to work of all applicants prior to hire. Acceptable proof of right to work and identity shall be determined by review of appropriate documentation as set forth in the regulations passed under the Immigration Reform Act.

## **Proof of Insurance**

During the course of employment, employees may be requested to operate motor vehicles as part of their duties. No employee shall drive or operate a motor vehicle in the course of employment for the Authority unless the employee possesses an appropriate, current and valid California Driver License, a satisfactory driving record, and as provided below, appropriate insurance coverage. Where the applicable class of license requires an endorsement or medical examination card, these certifications shall be maintained.

During the course of employment, employees may be requested to operate their personal vehicles to perform assigned duties. Employees whose duties may require use of a personal vehicle shall provide proof of insurance to the Authority of a type and with limits that are at least those required by California law. All insurance maintained by the employee shall be primary to any insurance or indemnification provided by the Authority; the Authority coverage shall not be triggered in the event of accident. The Authority may require insurance limits or additional coverage beyond those normally purchased by the employee, consistent with any rule or policy providing appropriate reimbursement for the added cost. No uninsured or under-insured employee shall drive a personal vehicle in the course of employment that is uninsured or that is not properly insured under California Law and Authority Policy. Each employee is obligated to immediately notify the Authority, in writing, if there is a lapse in the employee's insurance coverage or if the employee becomes underinsured.

Current employees' Driver License status and driving records are subject to periodic review. Employees shall immediately advise the Fire Chief or designee if the employee's Driver License is revoked, restricted, suspended, expired or in any other way changed in a manner that affects the employee's ability to drive for the Authority. If such action occurs and possession of a valid Driver License is a requirement of the employee's position, the employee shall be placed on immediate suspension. If the employee fails to regain driving privileges within 30 calendar days, the employee shall be subject to discharge.

### **Bonding of Employees**

Management may, at its option, require the bonding of certain employees due to applicable laws, regulations, or sound business practices. Upon the establishment of such requirements, suitability for bonding shall become a condition of employment for individuals employed in the designated capacity.

### **Other Jobs and Activities**

No employee or officer of the Authority shall engage in any outside employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his or her duties as an Authority employee or with the duties, functions or responsibilities of the Authority.

Likewise, no Authority officer or employee shall accept outside employment which falls into any of the following categories:

1. Involves the use for private gain or advantage of his or her Authority working time, facilities, equipment and supplies, or the badge, uniform, prestige, or influence of his or her Authority office or employment; or
2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the Authority for the performance of an act for which the officer or employee would be required or expected to perform in the regular course or hours of his/her Authority employment, or as part of his/her duties as a Authority officer or employee; or
3. Involves the performance of an act which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Authority; or
4. Involves employment or employment activities that interfere or are likely to interfere with the efficient performance of the employee's duties for the Authority; or
5. Involves employment which would disqualify the employee from the performance of his/her duties as an Authority officer or employee under the stated conflict of interest laws; or
6. Involves employment or employment activities which would violate Authority rules or regulations, or which would disqualify the employee from the performance of his/her duties as an Authority officer or employee under Authority rules and regulations.

No Authority officer or employee shall be employed to perform services for the Authority, when the compensation for such services is outside the scope of the employee wage system for the Authority. Limited exceptions may be provided, upon written approval from the Fire Chief, where the employee is the sole reasonable source of the services and where allowable pursuant to law. Where an employee believes the proposed outside work is not in contradiction of this policy, the employee shall still be required to obtain written approval, which has not been unreasonably withheld, from the Fire Chief prior to beginning such employment.

## **Prohibition Against Nepotism**

It is the policy of the Authority to seek the best possible candidates through appropriate search procedures. The Authority seeks to eliminate or limit even the appearance of impropriety where possible. As such, the Authority has adopted the following policy regarding application or hiring of relatives.

A. *Rules for Applicants.* Each applicant is required to disclose the identity of any relative who is a current employee. An applicant's failure to disclose a relative who is a current employee may result in the rejection of the applicant or future disciplinary action against the applicant after employment, up to and including termination.

B. *Rules for Positions.* Relatives of current employees shall not be hired into positions in which one relative may supervise, directly or indirectly, any other relative. This prohibition relates to task assignments and not general administrative decisions relevant to all employees as made by Authority management. One or more of the following roles, undertaken on a regular, basis, shall constitute direct or indirect supervision:

- Occupying a position in an employee's direct line of supervision;
- Functional supervision, such as a lead worker, crew leader, or shift supervisor; or
- Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

C. *Rules for Current Employees.* Current employees shall not participate, directly or indirectly, in the recruitment or selection process for a position for which a relative is an applicant. Current employees having hiring powers or authority to recommend hires shall not, either directly or indirectly, seek to influence or assist in the hiring of any relative to any position within the Authority. Current employees shall not participate or interfere in, or otherwise attempt to influence, any personnel actions affecting his or her relative including, but not limited to, transfer, promotion, demotion, layoff, suspension, termination, assignments, approval of merit increases, evaluations, and grievance adjustments.

D. *Prohibited Job Assignments.* Relatives of current employees shall not be promoted, assigned, or transferred into positions in which one relative may supervise, directly or indirectly, any other relative. Relatives of current employees shall not be promoted, assigned or transferred into any position where the employment of such relative has the potential for adversely impacting the supervision, safety, security, or morale of other employees.

E. *Change of Status.* Current employees must report a change of status to the Fire Chief in advance of the effective date where feasible, but in no event later than thirty (30) days after the effective date of the change of status. For purposes of this policy, "a change of status" is the change in the legal status or personnel status of one or more current employees. Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a current employee becomes a relative or ceases to be a relative of another current employee. Changes in personnel status include but are not limited to promotion, demotion, transfer, re-assignment, resignation, retirement or termination of a current employee who is a relative of another current employee.



## **Probationary Employment**

A. *New-Hire Probation.* Newly hired regular employees serve “at will” during their probationary period and may be terminated from employment at any time with, or without, cause without disciplinary process, right of appeal, or so-called *Skelly* rights. The probationary period is an integral part of the examination, recruiting, testing, and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed or promoted by the actual performance of the duties of the position. All new-hire and promotional appointments shall be tentative and subject to a probationary period of 365 calendar days, starting on the date an employee reports for and actually commences work in the new position. A probationary period shall automatically be extended by the period of any absence that exceeds 30 calendar days. An employee who has completed new-hire probation and who is laid-off due to lack of work, lack of funds or any other reason, and who returns to work within 90 calendar days, shall not be required to serve a new probationary period. This policy does not affect those positions that are designated permanently “at will,” including but not limited to apprenticeship, admin/clerical, or contract positions.

The Fire Chief, after consultation with the department personnel, may reject a new-hire or probationary employee at any time during the probationary period without cause and without right of appeal or hearing. The appointment shall be confirmed and applicable probationary period shall end upon written notice from the Fire Chief.

B. *Promotional Probation.* Employees changing job classifications or departments after completion of the new-hire probation period shall serve a promotional probationary period of the same duration as stated above. The Fire Chief, at his/her discretion, may waive the promotional probation period for interdepartmental and intradepartmental transfers. An employee who receives a forced or involuntary transfer that is not due to discipline shall not be required to serve a promotional probation period.

Only the promotional position is “at will” during the promotional probationary period. The employee shall have no right to disciplinary process, right of appeal, or so-called *Skelly* rights as to his/her removal from the promotional position. An employee rejected during promotional probation shall be returned to the previous position, if such position still exists. If the position does not exist, the employee shall be returned to any vacant position in the employee’s former job classification. If no position in the former job classification is vacant, the employee shall be subject to layoff. However, nothing in this section shall prevent the Fire Chief from discharging or taking any other disciplinary action against an employee serving promotional probation, provided the normal requirements for disciplinary action are met.

## **Employment Definitions**

- A. *Probationary Period.* A working test period during which an employee is required to demonstrate his/her ability to perform the duties of his/her position and is subject to termination with or without cause, notice or any right to appeal. All employees are required to successfully complete a probationary period before becoming a regular employee.
- B. *Full-Time Position.* A position scheduling the employee to work an average of forty (40) hours or more per week.
- C. *Regular Employee.* An employee in a full-time position who has successfully completed the requisite probationary period.
- D. *Part-Time Position.* A position that does not schedule the employee to work an average of at least forty (40) hours per week. Typically, part-time employees shall not be scheduled to work more than thirty (30) hours per week without express approval from the Fire Chief.
- E. *Part-Time Employee.* An employee of the Authority in a part-time position. Part-time employees hired to work twelve (12) months or less are temporary employees. Part-time employees serve “at will” and may be subject to discipline or termination without due process, right of appeal, or so-called *Skelly* rights.
- F. *Temporary Employee.* An individual hired to meet a temporary, short-term, or transitional need. Temporary employees shall not be retained for more than thirty (30) days without written approval from the Fire Chief or other designated representative. Unless otherwise required by policy or law, temporary employees are not entitled to Authority benefits. Temporary employees serve “at will” and may be subject to discipline or termination without due process, right of appeal, or so-called *Skelly* rights.

## **Manual of Operations**

Policies and procedures will be adopted according to the process in the Manual of Operations – Fire Department Policies. Personnel will receive a copy of each policy and procedure as it is implemented by the Fire Chief.

## **Hours of Work**

The Fire Chief shall designate the normal times and places of employment. Employees shall report for work on the days scheduled for their assigned jobs and at the place designated by the Fire Chief. Employees shall be ready to work at the time and place their work is scheduled to begin. Department personnel may, from time to time, schedule employees at different times for operational needs. Department personnel shall promptly notify the Fire Chief of any such changes.

A. *Exempt Employees.* Exempt Employees are paid on a salary basis and are expected to complete the number of hours necessary to meet the responsibilities of their respective jobs. Normally, this will require at least 80 hours per pay period, subject to the control of the Fire Chief. Additional hours may be required when operational needs demand. Exempt employees do not receive overtime pay. Under no circumstances shall any salary deduction be made which would result in invalidating the exempt status of an exempt employee.

B. *Work Schedules.* A standard workday shall consist of 8 hours, with the exception of employees who are on a modified work schedule. Schedules may be modified per approval. Employees are obligated to take their lunch and breaks. The standard work week under the Fair Labor Standards Act ("FLSA") is from 12:00 a.m. on Saturday through 11:59 p.m. on Friday.

- 1) Standard The standard work schedule is 8:00 a.m. to 5:00 p.m., with a paid 10-minute break in the morning and the afternoon and non-paid 60 minute lunch.
- 2) 9/80 A modified 9/80 schedule of eight (8) days from 7:30 a.m. to 5:00 p.m., with a paid 10-minute break in the morning and the afternoon and non-paid 30 minute lunch. One (1) additional day will be from 7:30 a.m. to 4 p.m. (allowing for breaks and a 30 minute lunch). Alternating Fridays (or Mondays) will be the flex-day off. The FLSA work week for a 9/80 schedule shall begin after four (4) hours of the employee's flex-day shift.
- 3) 4/10 A modified 4/10 hour workday schedule of four (4) days each week from 7:00 a.m. to 5:30 p.m., with a paid 10-minute break in the morning and the afternoon and non-paid 30 minute lunch.

Each employee's designated FLSA work week and schedule is noted within his or her personnel file.

C. *Suppression Personnel.* A normal Suppression shift shall consist of twenty four (24) hours averaging ten (10) shifts per month in a twelve (12) month period. A normal work shift will commence at 8:00 a.m. and conclude at 8:00 a.m. the following day. A normal workday shall consist of 8 hours, starting at 8:00 a.m. and ending at 5:00 p.m. Employees shall be given two (2) 10-minute breaks in an 8-hour period. Employees shall be given a 60-minute meal break, which is not included within said 8-hour workday.

## **Sick Leaves**

A. *General Sick Leave.* From the date of hire, regular full-time non-safety employees shall be entitled to 3.08 hours of credit per pay period for sick leave, and regular safety (suppression) employees shall be entitled to 3.70 hours of credit per pay period for sick leave. From the date of hire, regular part-time employees shall be entitled to sick leave benefits on a pro-rata basis. Leave accrual may be prorated for partial pay periods, but in no case shall accrual rates shall be less than one (1) hour for every thirty (30) hours worked. Any pay period for which an employee was paid for every working day thereof is a pay period of full-time service, except that an authorized absence without pay for not more than three (3) working days or the hourly equivalent of three (3) working days in a pay period shall not prevent the accrual of sick leave for that pay period. Earned sick leave shall be available for use the first day following the pay period in which it was earned. If an employee is off work for more than thirty (30) consecutive calendar days, on unpaid leave status, employee stops accruing sick or vacation paid leave.

- (1) *Permitted Uses of Sick Leave.* Sick leave may be applied to the following:
  - (a) An absence necessitated by an employee's own or a family member's illness or injury, defined to include diagnosis, care, or treatment of an existing health condition, among other things.
  - (b) An absence necessitated by the employee's own or a family member's need for preventative care, defined to include medical, dental, or vision appointments.
  - (c) An absence due to an employee's exposure to a contagious disease when quarantine is imposed by health authorities or on the advice of a physician when the presence of the employee at work could endanger the health of others.
  - (d) An absence required by an employee who is the victim of domestic violence, sexual assault, or stalking, to: (1) attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child; (2) seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; (3) obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (4) obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or (5) participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this Section, "family member" is defined consistent with Labor Code section 245.5(c), which generally includes child (including foster, legal ward, and those similarly situated), parent (including spouse's parent, guardian, and those similarly situated), spouse, registered domestic partner, grandparent, grandchild, and sibling. Employer may require such paid leaves to be used, when available, in conjunction with any medical leave.

- (2) *Requests for Sick Leave.* At a minimum, an employee shall contact his/her immediate supervisor one (1) hour prior to the commencement of his/her work shift to report illness and absence from work. Such contact shall be verbal and not by e-mail or SMS/Text Message. Consideration shall be given to emergency situations that restrict the employee from contacting his/her immediate supervisor within the first hour of work including, but not limited to: accident, injury or hospitalization. Typically, unless there is

good cause, three consecutive no call absences will be viewed as job abandonment. An employee shall also notify his/her immediate supervisor before the employee leaves the work site prior to completion of the work shift due to illness. When an employee has advance notice of the need for sick leave, such as when scheduling non-emergency medical and dental appointments, the employee is required to notify his/her supervisor at least one (1) working day in advance of the need for such leave. Suppression personnel shall give at least twelve (12) hours advance notice.

(3) *Minimum Increments of Sick Leave.* The minimum charge to an employee's sick leave account shall be one half (1/2) hours. Partial use of a minimum increment will be rounded up to the next half hour. For example, an employee who is gone from work for two (2) hours and ten (10) minutes will be charged two and one-half (2 ½) hours of sick leave. Employees with a ten (10) hour workday may take up to ten (10) hours of sick leave per day. In no case may an employee take more sick leave hours than he or she was scheduled to work.

(4) *Medical Certification.* An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the employee has been under the care of a physician. An employee may be required to furnish evidence of attendance at scheduled medical or dental appointments. In addition, such evidence may be requested when an employee is absent for personal illness or injury for four (4) or more consecutive workdays. Such certification may also be required if there is reason to believe an employee is or will be abusing sick leave.

B. *Minimum Paid Sick Leave.* Any employee not otherwise provided paid sick leave sufficient to cover at least twenty four (24) hours of sick leave on an annual basis for the reasons set forth in this policy shall be eligible for this Minimum Paid Sick Leave. An employee who, on or after July 1, 2015, works thirty (30) or more days within a year from the commencement of employment is eligible for Minimum Paid Sick Leave. This policy is intended to comply with the requirements of the Healthy Workplaces, Healthy Families Act of 2014 at Labor Code section 246(e)(2) and should be interpreted consistently.

(1) *Grant of Minimum Paid Sick Leave.* Employees who are eligible for Minimum Paid Sick Leave as of July 1, 2015, will be granted twenty four (24) hours on July 1, 2015 for use during the remainder of that calendar year. Employees who are hired after July 1, 2015, shall be granted twenty four (24) hours upon hire for use during the calendar year of their hire. Every year thereafter, on January 1st, each covered employee shall receive an annual grant of twenty four (24) hours of Minimum Paid Sick Leave for use during that calendar year. This annual grant does not roll over to the next calendar year and is not paid out upon termination of employment. The Minimum Paid Sick Leave entitlement and its use shall be reflected on the covered employee's regular pay stubs

(2) *Use of Minimum Paid Sick Leave.* Leave may be used for any purpose sick leave is otherwise typically used pursuant to policy and consistent with those uses set forth in

the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522). These uses include, but are not limited to use by a covered employee for preventative care or diagnosis, care, or treatment of an existing health condition for the covered employee or his/her family member; and use by a covered employee who is a victim of domestic violence, sexual assault, or stalking. A covered employee may not be required to find a replacement worker in order to utilize Minimum Paid Sick Leave.

(3) Procedural requirements, including those requirements related to notice, request of use, acceptable uses, prohibited uses, minimum increments, and medical certification shall be governed by existing policies relating to general paid sick leave. Employees covered by Minimum Paid Sick Leave shall not be entitled to Sick Leave Incentives.

## **Pregnancy Disability Leave**

The Authority provides unpaid Pregnancy Disability Leave (“PDL”) in accordance with the Fair Employment and Housing Act (“FEHA”) to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. An employee may take unpaid PDL if she is actually disabled because of pregnancy, childbirth, or a related medical condition, including but not limited to, severe “morning sickness,” or her time off for: prenatal or postnatal care; bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia; post-partum depression; childbirth; loss or end of pregnancy; or recovery from childbirth. The length of leave will be up to 4 months or the equivalent number of days the employee would normally work within 4 calendar months (17 1/3 weeks), if the leave is taken continuously. If an employee’s schedule varies from month to month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating the employee’s normal work month. Intermittent leave or a reduced work schedule may be taken. An employee is entitled to take multiple disability leaves during a pregnancy if she is disabled, but all disability leave attributable to a single pregnancy will be aggregated in calculating the four month maximum. An employee is entitled to return from PDL in accordance with applicable law. There is no eligibility requirement, such as minimum hours worked or length of service, before an employee affected or disabled by pregnancy is eligible for reasonable accommodation, transfer, or pregnancy disability leave.

Employees who are affected by pregnancy or a related medical condition are also eligible for reasonable accommodations and temporary transfers to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are made based on the employee's health needs, the employee will receive the pay that accompanies the alternative position.

A health provider’s statement will be required verifying the need for pregnancy disability leave or the medical advisability of a transfer. The certification should include:

- The date on which you became disabled due to pregnancy or the date of the medical advisability for the transfer;
- The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer, and
- A statement that, due to the pregnancy disability:
  - You are unable to work at all; or
  - You are unable to perform one or more of the essential functions of your position without undue risk to yourself or the successful completion of your pregnancy, or to other persons, or
  - The transfer is medically advisable.

Re-certification may be required if the employee requests an extension beyond the original certification.



## **Family Medical Leaves**

In accordance with the California Family Rights Act (“CFRA”), Family and Medical Leave Act (“FMLA”), Service member FMLA and this policy, the Authority shall provide up to twelve (12) workweeks of CFRA or FMLA leave in a 12-month period to any “eligible employee” who requests leave for any of the following purposes:

- The birth or adoption of a child by the employee or placement of a child in foster care with the employee (all family leave taken for one of these purposes must be concluded within one year of the event);
- To care for a child, parent, spouse or registered domestic partner of the employee who has a serious health condition;
- For an employee’s own serious health condition which makes the employee unable to perform the essential functions of the employee’s position; or
- For the care of a covered family member’s injuries or exigencies stemming from qualifying service in the Armed Forces as provided for under the Service member FMLA’s provisions.

A. *Eligibility.* Employees are eligible for family leave if, at the time leave commences, all of the following apply:

- The employee must have at least 12 months (not necessarily consecutive months) of service with the Authority;
- The employee must have worked at least 1,250 hours during the 12 months immediately prior to the period of FMLA, Service member FMLA or CFRA leave; and
- As of the date of the employee’s leave request, the Authority employs at least 50 full- or part-time employees at the employee’s worksite or within 75 road miles of the employee’s worksite.

B. *Calculating the 12-month Period.* For the purpose of this policy, “12-month period” shall mean a 12-month period measured backward from the date employee first uses family leave. The Authority uses a “backward rolling” calculation.

C. *Notice Requirements.* The employee, or a representative for the employee (e.g., spouse, adult family member, or other responsible party), must notify the Authority, preferably in writing, as soon as it becomes apparent that the employee will be needing leave for a family leave purpose. Employees must provide at least 30 calendar days advance notice before leave is to begin if the need for leave is foreseeable, or notice as soon as practicable under the circumstances. The employee must consult with his/her supervisor regarding the need for a leave and must make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption of Authority operations. Actual scheduling is, however, subject to the approval of the patient’s health care provider. Failure to comply with these notice requirements

is grounds for, and may result in, deferral of the requested leave until the employee complies with these provisions.

D. *Medical Certification.* An employee's request for leave due to a serious health condition affecting the employee or the employee's child, parent, registered domestic partner, or spouse must be supported by a medical certification issued by the health care provider of the individual requiring care. Where leave is requested on the basis of a serious health condition affecting an employee's family member, the Authority may require evidence of the family relationship.

E. *Substitution of Leave.* The Authority may require that sick leave be used to provide pay during any period of otherwise unpaid family leave due to the employee's own serious health condition. Sick leave may also be used in connection with family leave taken for other purposes in accordance with applicable policies, California Labor Code section 233, and upon the mutual agreement of the Authority and the employee. The Authority may require that vacation and other accrued time off (other than sick leave and compensatory time off) be used for any family leave qualifying event other than pregnancy disability leave. Where pregnancy disability leave and FMLA leave are running concurrently, accrued vacation or compensatory time may be used at the employee's option. CFRA and FMLA leave may also run concurrently with a leave of absence covered by workers' compensation or temporary disability. Upon reinstatement, all employee benefits will be resumed without any new qualification period, physical examination or exclusion of preexisting conditions.

F. *Service Member Leave.* Service Member Leave provides eligible employees unpaid leave for any one, or combination, of the following reasons: (1) A "Qualifying Exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; or (2) To care for a covered family member who has incurred an injury or illness while in the Armed Forces provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating and is certified by the service member's health care provider. The duration of the leave shall be provided in conformity with the terms of the FMLA.

## **Administrative Leave**

All exempt full time employees are ineligible to receive compensatory time for the extra hours spent on the job. Therefore, on the first pay period of each year, each eligible exempt full time employee shall receive a bank of forty (40) hours of administrative leave. This time may be taken with pay in a similar manner to vacation leave. If the exempt employee's bank of administrative leave is at or above eighty (80) hours as of the first pay period of the year, the employee will not be eligible to receive the administrative leave grant that year.

## **Emergency Leave Assistance Program**

This program allows for unsolicited donation of accrued sick leave when approved by the Authority in its discretion.

A. *Solicitation Prohibited.* Solicitation of sick leave donations is strictly prohibited. This policy, however, shall not be construed to prohibit the Authority from merely relaying that a leave donation program has been established for an employee in need. Any coercion or intimidation designed to spur donation is strictly prohibited and may be grounds for disciplinary action, up to and including termination. Any donation of sick leave to the recipient employee is done strictly on a voluntary basis.

B. *Donations Are Confidential.* In order to encourage participation and to avoid any allegations of favoritism, the names of the donors and the amount of the donations are to remain anonymous, even to the recipient. The donating employee shall not receive any remuneration from the employee or a representative of the employee for the donation.

C. *Donor Eligibility.* A regular employee may voluntarily elect to donate accrued sick leave provided:

(1) The donor employee is in good standing and without a disciplinary history related to attendance.

(2) The donor employee must be able to maintain a minimum of forty (40) hours of accrued sick leave after the proposed donation.

(3) The amount of sick leave which may be donated is a minimum of eight (8) hours and a maximum of twenty (20) hours.

Sick leave donations, once authorized by the donor employee, may not be rescinded. The employee must have received approval in writing by the Authority prior to donating.

D. *Recipient Eligibility.* A regular employee experiencing an event qualifying for the use of sick leave is eligible to be nominated for receipt of leave donation provided:

(1) The recipient employee must have completed his or her probationary period.

(2) The recipient employee must have personally suffered, or is providing primary care to an immediate family member who has suffered a verifiable serious, long-term catastrophic illness or injury resulting in the employee's absence for at least fifteen (15) consecutive working days at a substantial loss of income.

(3) The recipient employee must provide written verification from his/her attending Physician that there is a continuing medical necessity.

(4) The recipient employee must have exhausted all available sick leave, vacation time, and comp time accrued.

(5) The recipient employee must have received approval from the Authority to participate in the program.

E. *Implementation.* Prior to requesting the donation of sick leave, the receiving employee submits written verification to the Authority representative that there is a medical necessity. Once written verification is received from the employee's attending physician, the Authority representative verifies eligibility. Sick leave donations must be authorized by the donor employee in writing. Sick leave donations are subject to approval by the Authority and acceptance by the recipient employee or his/her designee. Donated hours are converted to cash at the donating employee's hourly rate and then used to compensate the receiving employee at his/her wage rate. An employee may donate one time every twelve (12) months to a specific colleague and cannot donate sick leave to a direct manager or supervisor.

### **Other Leaves of Absence**

To the extent not provided elsewhere in these policies, employees shall be granted such other leaves of absence or time off from work as is required by law. Such leave shall be granted under the terms, according to the conditions and subject to the procedures required by the appropriate law. Except as otherwise required or as otherwise provided in these policies or as required by law, such leave shall be without pay. In addition, the Fire Chief may provide Administrative leave with pay upon good cause showing.

## Vacations

A. *Entitlement.* Regular full-time employees in continuous service shall be entitled to the following vacation time following anniversary dates from the first day of employment with the Authority. Regular part-time employees in continuous service shall be entitled to vacation benefits on a pro-rata basis.

### Regular Full-time – Schedule A

Length of Service	Pay Period/ Accrual Rate	Annual Hours of Accrual	Maximum Allowed Unused Balance
1 <sup>st</sup> through 6 <sup>th</sup> year	3.08/Pay Period	80 Hours	160 Hours
7 <sup>th</sup> through 12 <sup>th</sup> year	4.62/Pay Period	120 Hours	240 Hours
13 <sup>th</sup> year and over	6.15/Pay Period	160 Hours	320 Hours

### Suppression Full-time – Schedule B

Length of Service for Apprentice: Firefighter/EMT Firefighter/Paramedic	Pay Period/ Accrual Rate	Annual Hours of Accrual	Maximum Allowed Unused Balance
1 <sup>st</sup> through 2 <sup>nd</sup> year	3.70/Pay Period	96 Hours	192 Hours
3 <sup>rd</sup> through 4 <sup>th</sup> year	4.62/Pay Period	120 Hours	240 Hours
5 <sup>th</sup> year and over	5.54/Pay Period	144 Hours	288 Hours

B. *Accrual Caps.* Maximum accrual vacation hours for regular full-time employees shall be accumulated according to Schedules A and B above. Once the maximum accrual of unused vacation hours is reached, vacation hours will not accrue until the unused accrued vacation hours are below the maximum; vacation hours will then once again accrue at the appropriate rate.

C. *Termination.* Vacation accruals are a vested benefit. Upon separation from employment, each employee shall be entitled to pay out of all accrued but unused vacation.

D. *Scheduling.* The scheduling of vacation shall be requested by the employee and approved at the discretion of the Authority. The Authority reserves the right to deny a requested vacation schedule on the basis of its operational needs. Typically, vacation schedules are handled on a first-come, first-served basis. The schedule shall be tentative in nature and subject to change by both the employee and management. Overlapping vacations within a department are permissible only upon approval from the Fire Chief or designee. When a conflict in scheduling arises, the Authority will consider seniority for purposes of assigning priority; however, operational

considerations shall be the ultimate determining factor and priority is assigned at the discretion of the Authority.

E. Employees shall accumulate vacation with each pay period in an appropriate amount according to Schedules A and B herein. Full-time employees may, at the end of the calendar year, sell back to the Authority a portion of accrued vacation time not to exceed 48 hours.



## **Holidays**

A. *Designated Holidays.* The following holidays are observed by the Authority.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving
9. Friday after Thanksgiving
10. Christmas Eve \*
11. Christmas Day
12. New Year's Eve \*

Christmas Eve and New Year's Eve shall be recognized by the Authority as legal holidays. These two days shall be adjustable each year to coincide with the closest weekend. For example, if Christmas Eve falls on Wednesday and Christmas is on Thursday, the Authority shall recognize Thursday as Christmas and Friday, December 26, as Christmas Eve (observed).

B. *Paid Time Off for Holidays.* Full-time employees shall be paid based on their standard work schedule, at their straight time rate for each Authority holiday. Part-time employees shall receive holiday pay on a pro-rata basis. This holiday pay provision specifically includes regular, probationary, and temporary employees. Employees must be on a reoccurring, regular work schedule to be entitled to holiday pay. Employees who are on unpaid leave or suspension on the date of the holiday are not entitled to holiday pay. Holiday pay is paid at eight (8) hours for all eligible employees.

C. *Non-Shift Employees.* The Authority offices shall be closed on all holidays designated by the Board of Directors of the Authority. Non-shift employees required to work on said Authority holidays shall receive overtime rate for all hours actually worked.

D. *Personal Days.* On July 1 of each year, sixteen (16) hours of "personal day" time will be provided to eligible employees. These personal days shall be available for use similar to vacation.

E. *Shift Employees.* Shift employees will be required to work holidays as they rotate through their shift schedule. In order to compensate for holidays worked, six (6) hours regular pay will be paid per pay period throughout the year. No personal days will be added to the vacation bank for shift employees.

## **Retirement**

The Authority is a participant in and offers retirement plans with employer and employee contributions. Please contact your benefits administrator for further information regarding these plans.

## **Job Vacancies, Layoffs, and Rehires**

A. *Job Vacancies.* Qualified Authority employees shall have first consideration for vacancies occurring in Authority positions, but the Authority reserves the right to select outside applicants when believed to be in the best interest of the Authority. Where ability and qualifications of in-house applicants are substantially equal and meet standards of the job to be filled, seniority shall be observed in promotions, transfers, layoffs, and rehires.

B. *Layoff.* Employees may be laid off or positions eliminated for lack of funds or work, or other legitimate reasons determined by the Fire Chief. Layoffs will be done by departmental seniority and/or by performance appraisals. Except as otherwise required by these rules or as directed by the Board, all procedures for any layoff shall be determined exclusively by the Fire Chief.

C. *Rehires.* The Fire Chief maintains the discretion to allow consideration of applications from employees who are eligible for rehire.

## **Health Insurance**

Each regular employee shall be eligible to subscribe to the health insurance program provided by the Authority. An employee has fourteen (14) calendar days from his/her date of hire to enroll in the health insurance program. The effective date of coverage is the first day of the month following the date he/she properly completes the health benefits registration form and it is received in the personnel office.

## **Employee Assistance Program**

The Authority has an Employee Assistance Program (“EAP”) that is available to all personnel. EAP is a voluntary, work-based program that offers confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work related problems affecting job performance, health, and/or well-being.

## **Uniform and Clothing Allowance**

The Authority provides uniforms and all required personal protection equipment for each suppression employee who requires such equipment in the performance of his/her job.

The Authority shall determine, consistent with the law, the equipment necessary for an employee to safely perform the employee's job duties. The Authority shall determine the style and/or types of department issued apparel.

Authority employees may not use their uniforms, boots, or sweatshirts/jackets provided by the Authority for any personal use. Damage caused by abuse of the items shall be repaired at the employee's expense. Authority uniforms or other Authority supplied apparel may not be worn while off duty except during the commute directly to or from work. Authority uniforms may not be worn in bars or other places where alcoholic beverages are being consumed unless the employee is on duty and is performing Authority services at the location in question or on an authorized meal break.

## Wages

- A. Authority pay periods are biweekly with 26 pay periods a year. The time when employees shall be paid shall be designated by the Fire Chief. An Annual Pay Schedule will be available by December 1<sup>st</sup> for the following year.
- B. Computation of pay upon unauthorized absence - In the event a non-exempt employee is absent from work on any day, except on authorized leave such as sick leave or vacation, the pay shall be reduced by the number of hours of absence multiplied by the hourly rate of pay for the employee.
- C. For Suppression employees, the Authority shall provide physical fitness exams annually. The employees who meet or exceed the standard shall receive a onetime payment of \$500 annually.

## **Time and Attendance**

All non-exempt employees must record their time worked on a time and attendance system for payroll purposes. At the Authority's discretion, exempt employees may also be required to record their times. Each employee is responsible for the daily recording of all time worked. Employees are responsible for reviewing their time and confirming that their paychecks accurately reflect the actual hours worked. Supervisors are also responsible for reviewing all time submitted by subordinates. An employee must report time or paycheck errors immediately in writing to the Authority. Any pay correction will be included in the pay period for the time period in which the correction occurred, unless otherwise stated at the time of the correction.

Hours worked by nonexempt employees should be rounded to the nearest fifteen (15) minutes worked.



### **Compensatory Time Off**

Hourly employees and non-shift employees may accumulate compensatory time off for time worked in excess of forty (40) hours per week at the rate of time and one-half up to a maximum of eighty (80) hours in lieu of overtime pay. Compensatory time off shall be taken at the request of the employee upon approval of his/her Supervisor.

Suppression Shift personnel may accumulate compensatory time off for time worked in excess of regularly scheduled hours including vacation time, incident recalls, special details, and off-duty educational classes. Compensatory time shall be paid at the rate of time and one-half up to a maximum of 108 hours.

## **Overtime Policy**

All employees who are classified as “non-exempt employees,” as defined under applicable laws or regulations, will be eligible for overtime pay. Exempt employees are not entitled to overtime pay. Overtime is typically defined as hours worked by non-exempt employees in excess of forty (40) hours in a workweek or as negotiated pursuant to any collective bargaining agreement. Exceptions as set forth in the FLSA control where in conflict with this policy. The terms of any applicable labor agreement controls overtime entitlement where in conflict with this policy.

Time paid for but not worked (sick, vacation, comp or personal time or a combination thereof), counts as hours worked for purposes of computation of overtime. If an employee elects to take time off without pay during his/her regular working hours, upon the employee’s request and the supervisor’s approval, the employee may work before or after his/her normal working hours to complete his/her eight (8) hours for that day, and he/she shall be paid straight time.

## **Physical Fitness Program**

The physical demands of firefighting, as an occupation, are characterized by significant rapid activation of cardiovascular and metabolic systems. A firefighter that is not fit for duty leads to overexertion and fatigue which plays a significant role in firefighters' injuries.

Maintaining an appropriate level of fitness during a firefighter's career is necessary to decrease the risk of injury. All firefighters hired by the Authority are expected to maintain a physical performance score and test at a level that is commensurate with the position throughout their career.

The Authority shall provide physical fitness exams annually for all suppression personnel. The personnel who meet or exceed the standard shall receive a onetime payment of \$500 annually.

Personnel may meet or exceed the physical ability standards by:

- A. Scoring 1,500 or more on the overall physical performance score.
- B. Obtaining 15 years or lower on physical fitness age as compared to chronological age.
- C. Scoring "ideal" (green) in every fitness parameter in the performance score.

Payment will be made yearly upon meeting one of the required fitness scores. Personnel who do not meet or exceed standard but increase their overall score by 150 points from previous score exam will receive a onetime payment annually of \$150.

## **Solicitation**

Employees are generally prohibited from distributing or circulating non-Authority written materials on premises. On the limited occasions where the Authority provides prior express approval for a deviation from this policy, employees may distribute or circulate non-Authority written materials only during non-work time and only in non-work areas. If an employee is not certain whether an area is a work or non-work area, he/she should consult his/her immediate supervisor for clarification.

## **Disciplinary Action for Regular Employees**

All personnel matters, including employee discipline, come under the authority and responsibility of the Fire Chief and designees as authorized by the Fire Chief. Individual members of the Board of Directors do not supervise or discipline and shall not attempt to direct Authority personnel other than through the Fire Chief.

A. *Causes for Disciplinary Action.* It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. The following is a non-exclusive list of the more common reasons for disciplinary action:

- Actions contrary to the rules and policies of the Authority, including but not limited to the safety rules set forth in the Authority's Illness Injury Prevention Program ("IIPP").
- Inefficiency, incompetence, inattention to or dereliction of duty, failure to perform assigned duties in a satisfactory manner.
- Insubordination or failure to comply with Authority rules and policies.
- Accepting gratuities, gifts, compensation, or tips over \$50.
- Dishonesty.
- Theft or unauthorized use of Authority property.
- Fighting, threat of injury, or horse play while on duty or on Authority premises.
- Frequent or habitual tardiness, unexcused absences or unsatisfactory attendance.
- Conducting non-Authority business activities during work hours.
- Harassment or discrimination in any form.
- Consumption of alcoholic beverages or drugs while on duty or on Authority premises.
- Being under the influence of alcohol or drugs while on duty.
- Use of, possession of, or transfer or sale of, non-prescribed drugs or narcotics while on duty or on Authority premises.
- Disorderly, indecent or immoral conduct while on duty or while in Authority uniform.
- Discourteous treatment of the public or other Authority employees.

- Issuance of defaming or derogatory remarks, unrelated to performance issues, regarding a co-worker's character or personal life.
- Conviction of any felony or of a misdemeanor involving moral turpitude, dishonesty or immoral conduct.
- Unauthorized absence from work or excessive absences and tardiness.
- Neglect of duty.
- Actions incompatible with or offensive to the image or the goals of the Authority.
- Failure to follow safe working practices.
- Failure to report an injury or accident promptly.
- Failure to report significant unsafe working practices to supervisor.
- Misrepresentations in obtaining employment with or promotion within the Authority.
- Misuse of Authority money or resources.
- Falsification of forms, records, or reports; including, but not limited to, time and attendance, employment applications, and Authority documents.
- Possessing or bringing firearms or weapons onto Authority property.
- Destroying or willfully damaging Authority or employee property, records, or other materials.
- Unauthorized opening or tampering with locks in desks, doors, cabinets, etc., or unauthorized use or duplication of keys.
- Failure to immediately report the loss of driving privileges due to suspension, withdrawal, forfeiture, or confiscation by any authorized party, including court of law or the California Department of Motor Vehicles, by employees who must maintain such a license as a condition of employment.
- Failure to maintain license or certification required for position. An employee will be subject to discipline, up to and including termination without progressive discipline, for the failure to maintain a license or certification required for that employee's job duties.
- Violation of any established Authority rule, policy, or procedure.
- Human Resources must be immediately notified at the discovery of any matter requiring an investigation of employee conduct or involving

substantial economic loss to the Authority, alleged criminal activity, or alleged conduct that would normally result in termination, if substantiated.

B. *Disciplinary Actions Not Subject to Procedures.* Written reprimands are not subject to these disciplinary procedures. Rather, an employee who receives a written reprimand may request a hearing before the Fire Chief to discuss the appropriateness of the reprimand. This discussion is not an evidentiary hearing, and the Fire Chief's decision following that discussion is final and binding. An employee who receives a written reprimand may also choose to submit a written response to the reprimand for the record. Nothing in this Disciplinary Procedure impacts the Authority's right to release or discipline a probationary employee or other "at will" employee without cause.

C. *Disciplinary Procedures for Regular Full-Time Employees.* Regular full-time employees shall be entitled to the following disciplinary procedures prior to the implementation of any suspension or disciplinary termination of employment.

(1) *Notice of the Proposed Action.* Prior to imposing discipline under this provision the Authority shall deliver to the employee a written notice of its intention to discipline the employee. Such notice shall be personally served on the employee or sent by mail to the employee's place of residence as last shown on the records of the Authority. The notice shall be served on or mailed not less than seven (7) calendar days prior to the effective date of the proposed disciplinary action and shall contain the following:

- The type of discipline proposed and the effective date thereof.
- The charges upon which such action has been proposed and the reasons why such action is being taken.
- If such charges are based in whole or in part, upon documents or materials, the notice shall inform the employee of this fact, and shall inform the employee as to the location of such documents or materials. If available and subject to duplication, copies of such documents and materials shall be furnished to the employee with the notice.
- A time and date by which the employee may respond to the charges, orally or in writing, which date shall not be less than seven (7) calendar days after the notice is served on or mailed to the employee, whichever occurs first.

(2) *Response of Employee.* The employee shall have the right to respond either orally, by *Skelly* conference, or in writing no later than the time and date provided in the notice to the employee. The time for response may be extended by the Fire Chief for a reasonable period if the Fire Chief determines it to be necessary to provide the employee with a fair opportunity to answer the charges made. Written responses shall be delivered to the Fire Chief within the time allowed to respond or said right shall be waived. If the employee desires to make an oral response, the employee shall give written notice to the Fire Chief of this fact at least two (2) calendar days before the time and date stated in the notice for the expiration of the time to respond. Failure of the employee to give such notice shall constitute a waiver by the employee of any right to present an oral response.

(3) *Determination by Fire Chief.* Upon expiration of the period of time set forth in the Authority's notice to the employee, the Fire Chief shall review the matter, including the response of the employee, if any, and shall make a determination as to whether to impose discipline. The Fire Chief shall notify the employee in writing of his determination. Such notice shall be personally served on the employee or shall be sent by registered or certified mail to the employee's place of residence as last shown on the records of the Authority.

(4) *Disqualification of Fire Chief.* If prior to the time set for consideration of the response, the Fire Chief has become so involved in the matter as to create an actual bias against the employee which prevents the Fire Chief from fairly considering the response of the employee, the Fire Chief shall so advise the Chairman of the Board of Directors, who shall there upon appoint another person to act on behalf of and in the place of the Fire Chief. However, mere prior knowledge of the factual background of the matter, and an expression of opinion thereon, shall not, in and of itself, disqualify the Fire Chief.

(5) *Appeal of Decision of Fire Chief.* An employee or former employee dissatisfied with the determination made by the Fire Chief may appeal the determination in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code. As an alternative, if the parties mutually agree, the appeal may be heard, for purposes of issuing an advisory opinion, by an agreed upon arbitrator. The hearing would be in closed or open session at the option of the employee. All such appeals shall be requested in writing to the Fire Chief on or before 4:30 p.m. no later than the fifteenth (15th) day following the notice of the Fire Chief's determination. For the purpose of requesting an appeal, the date of "giving notice" shall be either the date that the employee is personally served with the notice or the date that such notice was placed in the United States Postal Service certified mail. Under exceptional circumstances, the Fire Chief may extend these time limits by a maximum of seven (7) days if done so in writing. Failure to timely request an appeal shall constitute a waiver of the right to appeal and submission to the Fire Chief's determination.

(6) *Determination of Appeal.* If an appeal is taken, upon conclusion of the hearing, the Board shall make findings of fact, affirm, reverse, or modify the Fire Chief's determination and shall consider the arbitrator's advisory opinion, if applicable. The Board, or its designee, shall give written notice to the employee and the Fire Chief of its determination. Such determination shall be final and conclusive.

D. *Reduction in Force.* Notwithstanding any other provision of these rules, nothing provided herein shall prohibit the Authority from layoffs or reductions in force for administrative, organizational, or economic reasons. Layoff or reduction in force is not disciplinary in nature and is not subject to disciplinary appeal.

E. *Paid Administrative Leave.* The Fire Chief has the authority to place any employee on paid administrative leave in order to accommodate the Authority's needs. Paid administrative leave alone is not discipline and does not trigger any disciplinary appeal or grievance rights.



## **Personnel Files**

A. No employee shall have any comment adverse to his/her interest entered in his/her personnel file without the member first having read and signed the instrument containing the adverse comment indicating he/she is aware of such comment. Should an employee refuse to sign, that fact shall be noted on the document, witnessed by another person (other than the supervisor) and may be placed in the employee's personnel file.

B. An employee shall have fifteen (15) days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment. No documents are to be removed from an employee's personnel file without the employee's knowledge. (Exception: Administrative documents, W-2 Forms, payroll sheets, etc.)

An employee who receives a negative notation (written reprimand, letter of instruction, or a notation on a less than standard rating in an employee evaluation) in his/her personnel file may request a review, after one (1) year from the date of the negative notation, to expunge that notation. The Fire Chief shall have the sole authority to approve the request, and this decision shall not be subject to the grievance process.

## **Grievance Procedure**

The grievance procedure provides a means for settling grievances or complaints that arise over the application of this manual as quickly as possible and at the lowest possible level of authority. Each step in the procedure must be completed before the next step may be taken. Failure to take the next step within the time frames allotted herein will result in the conclusion that the prior step resolved the grievance and in waiver of the right to continue the grievance. Grievance procedures are not used for contesting performance evaluations or disciplinary actions.

A grievance must be filed within ten (10) calendar days of the occurrence of the event or within ten (10) calendar days following the date the grieving party could have reasonably known of the occurrence of the act or omission giving rise to the grievance. Any supervisor or other member of management who receives a grievance *must* notify the Fire Chief of the grievance as soon as practicable. The facts concerning the grievance and the grievance process are to remain confidential, to the extent possible given the requirements of Authority business.

### A. *Grievance Steps.*

- Step 1. The employee should initially try to resolve any item of concern informally with his/her direct supervisor. The direct supervisor should hold a conference with the employee as soon as reasonably practicable following the employee's request and attempt to informally resolve the issue. If the grievance is against the direct supervisor, the matter shall be taken directly to Step 2.
- Step 2. If successful resolution is not reached in Step 1, the employee shall reduce his/her concern to writing and submit it to his/her direct supervisor. A copy of the formal written grievance must also be provided to the Fire Chief. This formal written grievance must be submitted within ten (10) calendar days of the date of the occurrence giving rise to the grievance or the right to file a grievance is waived. The direct supervisor, or his/her designee, shall meet with the grievant, and after the initial meeting, the supervisor or his/her designee will investigate the complaint. This investigation may involve separate conversations or meeting of all parties at the supervisor's discretion. The supervisor shall attempt to provide his/her written decision within ten (10) calendar days of the date of the first meeting with the employee.
- Step 3. If the employee believes the decision of the supervisor does not adequately resolve the issue, the employee may submit a written appeal of that decision to the Fire Chief. This appeal must be submitted within ten (10) calendar days of the date of the supervisor's written decision or the right to appeal is waived. The Fire Chief shall meet with the grievant and, after the initial meeting, the Fire Chief or his/her designee will investigate the complaint. This investigation may involve separate conversations or meeting of all parties, at the Fire Chief's discretion. The Fire Chief shall attempt to provide his/her written decision within ten (10) calendar days of the date of the first meeting with the employee.

Step 4. If the employee believes the decision of Fire Chief does not adequately resolve the issue, the employee may request reconsideration by the Committee assigned to review grievances by the Authority Board. The written request must be submitted within ten (10) calendar days of the Fire Chief's decision. The Committee will be furnished with the then-existing written record. The Committee will meet as soon as practicable to consider the grievance. The Committee may, in its discretion, rely on the existing record or conduct a hearing in whatever way deemed appropriate under the circumstances. The Committee may call any witnesses or parties, if it deems such testimony necessary. If the employee desires, he/she may be represented. He/she may also, at his/her own expense, have the hearing transcribed by a certified court reporter. The decision of the Committee shall attempt to provide its decision in writing within ten (10) calendar days of the close of the hearing. The action of the Committee is final and binding.

## **Performance Evaluations**

The Fire Chief or his/her designee shall review the performance evaluation of all employees as follows:

- A. For probationary and temporary employees, evaluation reports shall be made within the first ninety (90) days, first one hundred and eighty (180) days, and completion of the probation (typically one year), and thereafter shall follow the regular employee schedule; provided, however, this provision shall not change the fact that such employees serve at the will and pleasure of the Fire Chief and may be terminated without cause and without right of appeal or hearing.
  
- B. For regular employees, a written evaluation shall be provided annually by the employee's supervisor. The Fire Chief and/or the supervisor shall review all such written reports with the employee, and each employee's report shall be retained in his/her personnel file. All performance evaluation reports shall be made on a form to be provided by the Authority. The employee shall be given a copy of the performance evaluation report and shall acknowledge receipt of such in writing.
  
- C. Any employee may request to review their performance evaluation with the Fire Chief or his/her designee.

### **Promotional Process**

The Authority shall post job announcements on bulletin boards in all Authority Fire Stations as the method of informing employees of promotional opportunities. The announcements shall be posted no later than seven (7) days prior to the closing date for filing for the position. Employees shall be allowed to take time off with pay to take Authority examinations and to attend scheduled interviews conducted for promotional opportunity within the Authority.

## **Authority Equipment and Property**

A. No Authority-owned, leased, or rented equipment, autos, tools, supplies, machines, or any other item which is the property of the Authority shall be used by any Authority employee while said employee is engaged in any outside employment or for personal use. The Fire Chief may authorize the use of certain items on a case-by-case basis.

B. *Authority automobile allowance.* At the sole discretion of the Fire Chief, the Fire Chief may authorize use of an employee's private vehicle for Authority business or operations and may require the employee to furnish the necessary gasoline for said vehicle. Gasoline shall not be obtained from the Authority's supply. Upon receipt by the Fire Chief or his/her designee of written verification of the mileage for the vehicle used by the employee, the employee shall be reimbursed for such expenses at the current federal mileage rate. Except for reimbursement for mileage expenses, no other expenses related to operation of a private vehicle shall be borne by the Authority.

C. *Authority Issued Items.* Each employee may be issued Authority items, such as (but not limited to): keys and codes to Authority buildings and vehicles, ID Cards, Badges, Pager, Authority communication devices, phone, uniforms, personal protection equipment, helmet, etc. . Keys and codes will be for access to Authority equipment and materials, to facilitate operations during the employee's assigned working hours and during emergencies as they may occur. Employees shall be responsible for taking care of Authority issued items and for preventing loss or misuse thereof. If Authority issued items are lost, the employee shall report the loss at once to the Fire Chief, whereupon a new items or equipment may be issued. Employees shall not have duplicate keys or cards made without the express approval of the Fire Chief. All Authority issued items and equipment shall be returned to the Authority upon termination of employment or upon request by the Fire Chief.

D. *Accident Reports for Authority Vehicles and Property.* All employees are required to fill out an accident report any time that damage is done to equipment, property, or vehicles of the Authority or to any other public or private property. Failure to fill out a written report and submit the written report to the Authority supervisor within twenty (24) hours may result in immediate discharge.

## **Education/Seminar Policy**

All seminar/educational requirements shall be approved, in advance, by the employee's supervisor. All reservations for seminars, etc. shall be made through the Authority's finance division following approval of the employee's supervisor. Employees shall share room accommodations, unless deemed inappropriate and authorized by the supervisor.

The Authority will pay for approved education costs as they relate to the grade certificates and other job-related programs up to \$700 per year, including but not limited to: books, tuition, special equipment, vehicle mileage, per diem, lodging (where applicable), etc. Shift employees will be allowed to attend approved courses while on duty and receive their regular wage during travel and classroom time. Shift employees that are off duty will not receive wages or overtime for training. Costs incurred for training or classes mandated by management will not be subject to the education allowance.

## **Per Diem Policy**

If Per Diem is requested, prior to the employee's seminar, a request for payment should be submitted and a Per Diem check will be issued. Check requests must be submitted in enough time to go through the regular accounts payable process. In the case where several employees will be attending the same function, individual check requests must be submitted for each employee, and separate checks will be issued. If the request for payment is submitted after the employee has already attended the function, a receipt(s) must be submitted at that time, and the exact amount spent will be reimbursed. Receipts are not necessary if Per Diem is issued prior to the function. Per Diem reimbursement rates will be at the current California Fire Assistance Agreement mandated rates.

Unusual circumstances such as high-cost localities will receive special consideration for reimbursement. A receipt must be submitted for reimbursement.

The following is how Per Diem or a portion of Per Diem is allotted:

Breakfast - If an employee is required to leave his/her home prior to 7:00 a.m. in order to arrive at the function on time, Per Diem will be granted. Should the employee choose to leave prior to 7:00 a.m. to allow for time to have breakfast (when leaving at 7:00 a.m. or after would allow for adequate travel time), he/she may do so, but will not receive Per Diem or reimbursement or pay for that time.

Lunch - If not included with function, Per Diem will be granted.

Dinner - If regular travel from a function requires an employee to be traveling after 6:00 p.m., the employee is eligible for pay, Per Diem and/or reimbursement for dinner, Per Diem will be granted. This does not apply if the employee chooses to leave later to miss "rush hour" traffic. If regular travel time will allow the employee to arrive home by 6:00 p.m. no allowance is provided.

Full Per Diem will be granted and is provided when an employee is away for multiple days or a full day starting before 7:00 a.m. and ending after 6:00 p.m.



## **Vehicle Use & Assignment**

*Use of Authority Vehicles.* The purpose of this policy is to establish the procedures for the off-duty use of department take-home vehicles. The use of take-home vehicles is an essential component of the department's recall program, which ensures resources are available in the event of an emergency or critical incident. To facilitate faster response to recalls or for other legitimate department needs, employees may be allowed to take department vehicles home. These vehicles provide the means to respond directly to an incident without first diverting to a fire station to retrieve a vehicle and/or needed equipment.

It is the policy of the Authority to authorize take-home vehicles for members under certain specific conditions:

- Emergency recall – An employee's assignment requires immediate response during off-duty hours to other than the employee's normal work location to handle an emergency action.
- Investigative recall – An employee's assignment requires timely response during off-duty hours to other than the employee's normal work location to handle a fire investigation.
- Maintenance use – An employee's assignment routinely necessitates transporting and/or housing a vehicle or resource owned by the Authority.

The assignment of take-home vehicles is at the sole discretion of the Fire Chief and is subject to change without notice.

Authority employees authorized to use take-home vehicles must adhere to the following guidelines:

- Employees may use the vehicle to commute between their residence and workplace.
- Employees may use the vehicle to conduct legitimate department-related business that occurs outside normal working hours, including, but not limited to, attendance at special meetings and recall to duty.
- Employees authorized to use take-home vehicles are to monitor the radio whenever they are operating the vehicle. They are to make appropriate notification or take appropriate action on any fire-related matter that may come to their attention via the radio or through personal observation.
- Employees are prohibited from driving department vehicles any time their driving ability may be impaired by prescription or non-prescription drugs or alcoholic beverages.
- Passengers must be those required for department business unless otherwise authorized by the Fire Chief.
- Authority take-home vehicles are to be left at a fire facility during vacations or other period of leave in excess of seven days.
- Employees shall not relinquish control of, nor allow any person to operate department vehicles if that person is not a member of the Department, except in the case of an emergency where the employee is unable to drive him/herself.
- Employees should not use Authority vehicles for personal errands except for minor deviations from official business for personal reasons and within the department's jurisdiction.

- All Authority-owned vehicles are subject to inspection and/or search at any time by a supervisor. No employee assigned to or operating such a vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.
- No modifications, additions or deletions of any equipment or accessories shall be made to Authority vehicles without written permission from the Fire Chief.

## **Safety Programs Policies and Procedures**

The Authority is concerned about health and safety of all employees. Employees are expected to share that concern by practicing safe working habits for their own benefit as well as that of their fellow employees. Employees are expected to notify their supervisor immediately whenever they have a question that concerns safety. All new employees will be given and are required to read the Authority's Injury Illness Prevention Program ("IIPP").

- A. *Failure to Adhere to Safety Policies.* An employee's failure to adhere to any safety policy or procedure, including those set forth in the IIPP, will subject that employee to discipline, up to and including termination.
  
- B. *Safety Coordinator/Risk Manager.* One employee of the Authority will be designated in writing to perform, as a collateral duty, the duties of Safety Coordinator/Risk Manager. The IIPP will provide specific information on authority and responsibility.

## **Jury Duty**

Jury Duty is considered an excused absence. Any employee of the Authority who is called or required to serve as a trial juror or witness will be excused from work during the period of such service or while present in court as a result of such a call. Any employee on such a call will continue to receive normal salary for a total of up to ten (10) days in any one calendar year provided any and all consideration, except travel reimbursement, received for such services is relinquished to the Authority. Under special circumstances the Fire Chief, or designated representative(s), may authorize additional time if said time will not interfere or become a burden to Authority activities. Upon return from court duty, the employee shall present a certificate of service to his/her supervisor.

### **On-the-Job Injuries and Accidents**

All on-the-job injuries and accidents shall be reported to the employee's immediate supervisor no matter how minor. The supervisor shall make an immediate report to the Safety Coordinator/Risk Manager where appropriate documentation shall be made.

All minor injuries should be treated with first aid as soon as possible, and then a "First Aid" report must be completed and turned in to the Safety Coordinator/Risk Manager.

Exposure forms must be completed for exposure to hazardous materials or infectious blood borne pathogens and turned in to the Safety Coordinator/Risk Manager.

In addition to immediately reporting on-the-job injuries to the immediate supervisor, employees must complete an Injury, Accident, and Damage Report within 24 hours of occurrence, (unless a damaged vehicle is out of town or accident occurs on the weekend, then immediately upon arrival back in the Authority or first thing Monday morning). These reports must be filed in ink; no pencil written reports will be accepted. Upon completion of report, turn into the Safety Coordinator/Risk Manager for processing.

Accidents involving vehicles in a public right-of-way must be reported immediately to the local law enforcement agency.

### **Interactive Process & Modified Duty**

Employees whose physical abilities are limited will be provided an Interactive Process Meeting at which the Authority will review provided certifications and discuss potential reasonable accommodations, including but not limited to potential modified duty. Modified duty will only be provided if it does not constitute an undue hardship on the Authority and if such work can be performed safely. Modified duty, if provided, is temporary in duration. Any reasonable accommodation, including modified duty, will be subject to periodic follow up interactive process meetings. Such accommodations may be discontinued at any time the Authority determines the continuance would constitute an undue hardship.

## **Alcohol and Drug Policy**

At no time shall employees use, possess, carry, or transport alcoholic beverages, non-prescribed drugs, narcotics (including marijuana, whether obtained via prescription or not), or any other regulated item during working hours or on Authority premises, nor shall an employee report for work under the influence of alcoholic beverages, non-prescribed drugs, or narcotics (including marijuana, whether obtained via prescription or not). Human Resources may request information in written form from a physician certifying that any prescribed drugs or medication that an employee is taking will not affect the employee's performance or the safety of the employee or others. This Policy shall not be interpreted to prohibit off hours use or possession of alcohol at events that are pre-approved by the Authority to include a licensed alcohol vendor; although use may not be in excess nor shall be allowed outside of areas designated for its use and consumption.

A. *Drug and Alcohol Testing.* It is the policy of the Authority to prohibit its employees from using or being under the influence of alcohol or illegal drugs (including, without limitation, marijuana – whether or not the employee maintains a prescription for the same) in connection with their employment, as it constitutes a threat to the safe and efficient performance of employee's duties. At no time shall any employee be under the influence of any controlled drug or alcohol while on the job. (Employees who are taking medication pursuant to a physician's prescription – other than for medical marijuana – who have also certified that they may perform their duties without jeopardizing the health or safety of others will not be considered to have violated this Policy for taking such prescription medicine within the range prescribed.)

B. *Prohibitions.* The following conduct is prohibited and may result in discipline, up to and including termination:

- Using or possessing alcohol or any illegal drug (including marijuana, whether or not the employee maintains a prescription for the same) while on duty;
- Reporting for duty or remaining on duty when the employee used alcohol or controlled substance, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance (other than medical marijuana) does not adversely affect the employee's ability to safely operate a vehicle or otherwise perform the employee's job;
- Reporting for duty or remaining on duty if the employee tests as having a blood alcohol concentration of 0.02 or greater;
- Reporting for duty or remaining on duty if the employee tests positive for controlled substances (including marijuana, whether or not the employee maintains a prescription for the same);
- Refusing to submit to any alcohol or controlled substances test required by this Policy. An employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who failed a blood alcohol test or tested positively for a controlled substances test. A "refusal to submit" to an

alcohol or controlled substances test required by this Policy includes, but is not limited to:

- An explicit or implied refusal to provide a urine sample for a drug test;
- An inability to provide a urine sample without a valid medical explanation;
- A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
- An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- Tampering with or attempting to adulterate the urine specimen or collection procedure;
- Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested; or
- Leaving the scene of an accident without a valid authorization.

Employees are obligated to report violations of this policy to the Authority. In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Act of 1988.

C. *Reasonable Suspicion Testing.* All employees may be required to submit to an alcohol or drug test if a supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances. Reasonable suspicion shall be reported to Human Resources which shall arrange the testing. The observation should generally be based on short-term indicators, such as behavior that is inconsistent with the normal work status and including, but not limited to, blurry vision, slurred speech or alcohol on the breath. Reasonable suspicion alcohol and drug testing will generally be administered within two (2) hours of the observation. If not, the supervisor should provide written documentation as to why the test was not promptly conducted.

D. *Post-Accident Testing.* Employees will be required to undergo alcohol or controlled substance testing if they are involved in an accident with Authority equipment or an Authority vehicle that results in significant damage or personal injury. This includes all employees who are on duty in the vehicle or equipment in question and any others whose performance could have contributed to the accident.

In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; and the employee receives a citation under State or local law for a moving traffic violation arising from the accident. Following an accident, the safety-sensitive employee will be tested as soon as practicable (generally within 2 hours), but not to exceed eight (8) hours for alcohol and thirty-two (32) hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.



E. *Regular and Random Testing.* Employees who are designated as safety-sensitive by the Authority may be subject to random testing.

F. *Return To Duty Testing.* All employees who have failed an alcohol test or tested positive for controlled substances, if retained, must be certified as being fit for duty and evaluated and released to duty by the Substance Abuse Professional (SAP) before being allowed returning to duty.

G. *Consequences of Failing an Alcohol or Drug Test.* A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, even for a first offense. The Authority also reserves the right to discipline or terminate an employee convicted of an offense which involves the use, distribution, or possession of illegal drugs (including medical marijuana). If an employee is not terminated, the employee:

(1) Must be removed from performing any job function and immediately placed in an unpaid status for one (1) day (unless they elect to use paid leave). If the employee does not obtain a fitness for duty certification within that day, or if the employee fails his or her alcohol or drug test, the employee shall remain on paid administrative leave until reinstatement or termination of employment;

(2) Must submit to an examination by a Substance Abuse Professional. Upon a determination by the Substance Abuse Professional, the employee may be required to undergo treatment for his/her alcohol or drug abuse. The Authority is not required to pay for this treatment;

(3) Shall not be returned to his/her former position until the employee submits to a return-to-duty controlled substance or blood alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.02 or a negative result on a controlled substance test; and

(4) Will be required to submit to unannounced follow-up testing if he/she has been returned to his/her position.

H. *Compliance with State or Federal Law.* At all times, the Authority will comply with current applicable state or federal law concerning drug and alcohol testing. Issues or inconsistencies that are not addressed in this Policy will be determined by referring to State or Federal law and regulations governing drug and alcohol testing. The Authority reserves the right to make changes to this Policy at any time, for the purpose of complying with State or Federal law or regulation as it exists now or as it may be amended.

## **Electronic Mail Policy**

Electronic mail (e-mail) is for business-related purposes only. No employee shall have a reasonable expectation of privacy in Authority e-mail or any Authority electronics. All e-mail communications are the property of the Authority. The Authority reserves the right to retrieve and make proper and lawful use of any and all communications transmitted through the e-mail system. The Authority respects the individual privacy of its employees. However, an employee cannot expect privacy rights to extend to work-related conduct or the use of Authority-owned equipment or supplies. Consequently, e-mail users shall have no reasonable expectation of privacy in communications sent over the e-mail network as e-mail communications are not confidential. For purposes of this policy, e-mail shall also include all messages transmitted on the internet.

### **A. Proper Use Of E-Mail**

1. Communications transmitted over the e-mail system shall involve Authority business activities or contain information related to the accomplishment of Authority business, administration or practices.
2. Users of e-mail are responsible for the management of their mailbox and its associated folders. e-mail documents will remain in a folder until deleted. The Authority may maintain backup of all e-mail communications for a minimum of two years or as otherwise designated by the Authority's retention schedule.

### **B. Prohibited Use Of E-Mail**

1. Messages that disrupt or threaten to disrupt the efficient operation of Authority business or administration are prohibited. Messages prohibited in this section include, but are expressly not limited to:
  - a. Messages that publicize a personal dispute other than according to an approved grievance or complaint procedure.
  - b. Messages that constitute or counsel insubordination.
  - c. Messages that may harm close working relationships.
  - d. Messages that may take employees away from their assigned tasks.
  - e. Messages that may undermine the Authority's ability to provide public services through its employees.
  - f. Messages that harm the integrity of the system or network.
2. Messages that violate law, violate individual rights, create potential liability for the Authority or violate public policy of the State of California are prohibited. These prohibited messages include, but are expressly not limited to:

- a. Messages which are pornographic or obscene.
  - b. Messages in conflict with the Authority's Harassment Policy or any other policy prohibiting discrimination, including harassment, on the basis of race, color, religion, sex, national origin, ancestry, age, physical disability, mental disability medical condition, veteran status, marital status, sexual orientation or any other status protected by local, State or Federal law.
  - c. The use of racial, religious, or ethnic slurs.
  - d. Messages intended to harass or annoy.
  - e. Threats that implicate personal safety.
3. E-mail shall not be used to solicit or proselytize others for non-job related commercial ventures, religious or political causes, outside organizations, or other non-job related activities.

C. Status of E-Mail Communications

1. E-mail communications are not confidential and are subject to review by Authority management and disclosure to the public.
2. E-mail communications may be subpoenaed or requested under the Public Records Act and/or may be used as evidence in court or as part of an investigation. The content of e-mail may be disclosed within or outside of the Authority without employee permission or knowledge.
3. Authority management has the authority to access communications in the E-mail system at any time for any lawful Authority business-related reason.
4. The Authority has unlimited access to protect system security or the property rights. However, the Authority does not routinely monitor e-mail communications and expects that employees will voluntarily abide by this policy.

D. Penalties for Misuse of E-Mail

1. All e-mail users will be provided a copy of this regulation, upon the granting of access to the computer network.
2. Failure on the part of any employee to comply with the provisions of this policy shall subject the employee to disciplinary actions. Further, failure to comply with any provision of this policy may result in suspension or revocation of the privilege of using or accessing e-mail.
3. Failure on the part of any appointed official to comply with the provisions of this policy will constitute grounds for the Authority Board of Directors to deny the official access to the e-mail system and/or for removal.

4. Failure on the part of any contractor or consultant to comply with the provisions of this policy will constitute grounds for termination of their contract with the Authority.

E. Records Management

1. E-mail messages which are intended to be retained in the ordinary course of the Authority's business are recognized as official records that need protections/retention in accordance with the California Public Records Act. Because the e-mail system is not designed for long-term storage, e-mail communications which are intended to be retained as an official record should be printed out and the hard copy filed in the appropriate subject file or an electronic file equivalent.

2. The Authority will maintain hard copies of all e-mail messages determined by staff to be official records as designated in the Authority's retention schedule. These hard copies are subject to public disclosure, even if they are drafts or informal notes, unless the need to retain their confidentiality outweighs the need for disclosure. Government Code Section 6254(a).

3. E-mail communications that are not intended to be retained and which serve no useful purpose to the Authority should be deleted from the system.

F. Unauthorized Monitoring Of E-Mail

It is a violation of Authority policy for any employee, including system administrators, supervisors, or programmers, to use the electronic mail and computer system for purposes of satisfying idle curiosity about the affairs of others, or for obtaining access to the files or communications of others with no substantial business purpose or legal authority. Abuse of authority by accessing e-mail for such purposes is prohibited.

G. E-Mail Etiquette And Use

1. Remember you are representing the Authority through your communications both internally and externally, and it is critical that you maintain a positive image for both yourself and the Authority.

2. Be certain that your message is addressed to the proper person. Be sure you check the list of persons being e-mailed when you choose REPLY ALL function. E-mail should not be used for broadcast purposes unless the message is of interest to all users.

3. Capitalize words only to emphasize an important point or to distinguish a title or heading. Capitalizing whole words that are not titles is generally interpreted as shouting.

4. Be professional and careful of what you say about others. E-mail is easily forwarded and blind copied.

5. Be cautious when using sarcasm and humor. Without fact-to-face communication, humor may be viewed as criticism. By the same token, also carefully read what others write. The perceived tone may easily be misinterpreted.

6. Some e-mail messages, especially those written in “the heat of the moment,” are best unsent. Think twice before sending angry or sarcastic messages or using e-mail to let off steam.

7. Be aware that deleting or erasing information, documents, or messages maintained on the Authority’s network is, in many cases, ineffective. Information kept on the Authority’s system may be electronically recalled or recreated regardless of whether it may have been erased or deleted by an employee. Further, since the Authority may periodically back-up files and messages, and because of the way in which computers re-use file storage space, files and messages may exist even after a user assumes they are deleted. Finally, information or messages may still exist in the storage areas of other users. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential.

## **Internet Acceptable Use Policy**

All individuals authorized by the Authority are expected to comply with this policy when using the internet in the course of conducting Authority business. No employee shall have a reasonable expectation of privacy in their web browsing history at the Authority.

It is the responsibility of all individuals authorized by the Authority who use the internet for Authority business to be familiar with the Internet Acceptable Use Policy. At a minimum, the Authority expects every user:

1. To be aware that the Authority shall be held harmless from any loss, expense, claim or liability arising from or related to the use of the internet by any user whether authorized or unauthorized.
2. To respect the privacy of other users, for example, users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent themselves as another user unless explicitly authorized to do so by the user.
3. To respect the legal protection provided by copyright and license to programs and data consistent with all Authority computer usage policies.
4. To comply with all Authority computer usage policies in regard to computer programs and files available over the internet.
5. To comply with all Authority computer usage policies when using electronic mail over the internet.
6. To be aware that consistent with the Authority's Electronic Mail Policy, all communication and searches done over the internet are not confidential, and are property of the Authority. The Authority reserves the right to access, disclose, and if necessary monitor all mail and/or searches done over the internet.

The following policies and guidelines will be applied to determine whether or not a particular use of the internet is appropriate:

1. The intent of this policy is to make clear certain uses which are consistent with the values and purposes of the Authority, not to exhaustively enumerate all such possible uses.
2. The Fire Chief may at any time make determinations that particular uses are or are not consistent with the purposes of the Authority.
3. Malicious use is not acceptable. Use should be consistent with guiding ethical statements and accepted community standards. The internet may not be used in ways that violate Authority policies, applicable laws or regulations. Use of the internet and any attached network in a manner that precludes or significantly hampers its use by others is not acceptable.

4. Unsolicited advertising or conducting personal business over the internet is not acceptable.
5. Use of the internet for recreational games is not acceptable.
6. Use of the internet to access sexually explicit material is not acceptable.
7. Unless specifically authorized by the Information Technology Department, the downloading from the internet of any executable file or program is not acceptable. This should be designated as separate from the downloading of text or document files, which is acceptable at the discretion of the user. However, in such cases, it is the responsibility of the user to maintain adequate storage and delete old data.
8. Posting information, text, graphics, audio or video to the Authority's websites without approval from the Fire Chief is not acceptable.
9. Subscribing to any listservs newsgroups without the approval of the Fire Chief or his/her designee is not acceptable. The Fire Chief or his/her designee will subscribe to newsgroups, ups and/or listservs for authorized individuals.

Any violation of the Internet Acceptable Use Policy may result in actions consistent with the disciplinary policies of the Authority.

## **Communication Devices Policy**

A. *Purpose.* The purpose of this policy is to clearly instruct Authority employees regarding use of wireless mobile communication devices and other Authority phones.

B. *Responsibility.* Supervisors will be responsible for oversight and enforcement of this policy within their various departments. The Fire Chief will be responsible for oversight and enforcement in the Administration Department. Oversight and enforcement of the policy will include the following:

- Monitoring for excessive personal use.
- Random audit and review of billing records.
- Enforcement of all other guidelines listed within the policy.

All employees will be familiar with the policy and follow its guidelines.

C. *Authority-Issued Wireless Mobile Communication Devices Use.* Wireless mobile communication devices issued by the Authority are intended for the use of Authority employees only. They are not to be utilized by family members, friends, or any other non-Authority employee.

D. *Personal Calls.* All Authority communication devices (wireless, mobile, and landline) are intended for Authority business. While personal calls are allowed, excessive personal use may result in disciplinary action.

### **Personal calls should not be taken while interacting with Authority customers.**

E. *Wireless Mobile Communication Devices.* While operating a Big Bear Fire Authority vehicle or while on Fire Authority business using a personal vehicle, the use of electronic communication devices such as cell phones is strongly discouraged. It is understood that in an emergency, use of a cell phone or other electronic device may be required. If a driver must communicate via electronic device while his/her vehicle is in motion, it is required that the driver use a hands-free device or speaker feature to allow both hands to remain on the steering wheel.

F. *Extended Leave.* An employee who is on extended leave for any reason will be required to return their Authority-issued mobile device at the beginning of the leave. The mobile device will be returned when the employee returns to work.



## **Harassment Policy Statement**

The Authority strictly prohibits and has “zero tolerance” for discrimination and harassment in any phase of the employment, including but not limited to recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. This includes discrimination and harassment on the basis of sex, sexual orientation, gender identity or expression, race, color, ancestry, religious creed, handicap or disability, medical condition, age (over 40), marital status, or any other protected class under applicable law.

A. *Discrimination and Harassment Defined.* Discrimination and harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual’s sex or membership in one of the above-described protected classifications, and:

- Submission to the offensive conduct is an explicit or implicit term or condition of employment;
- Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
- The offensive conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment.

B. *Examples of Sexual Harassment.* For the purpose of clarification, examples of what may constitute prohibited sexual harassment include, but are not limited to, the following:

- Making unsolicited sexual advances written, verbal, physical, or visual contact with sexual overtones. (Written examples: suggestive or obscene letters, notes, invitations. Verbal examples: derogatory comments, slurs, jokes, epithets. Physical examples: touching, assault blocking or impeding access, leering gestures, display of sexually suggestive objects or pictures, cartoons or posters.)
- Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.)
- Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. (For example, implying or actually withholding support for an appointment, promotion, or change of assignment; suggesting a poor performance report will be prepared; or suggesting probation will be failed.)
- Engaging in implicit or explicit coercive sexual behavior which is used to control, influence, or affect the career, salary, or work environment of another employee.
- Offering favors or employment benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors. (Similar conduct when applied to other protected classes such as race, color, creed, national origin, age, disability, medical condition, religion, sexual orientation, or marital status may constitute harassment and violation of this Policy. For example, racial jokes or degrading comments about age or ethnic background can constitute harassment

under this Policy). Accordingly, in order to avoid the risk of discipline, such acts should be avoided in all circumstances.

C. *Internal Complaint Procedure.* Any applicant or employee who believes that he/she has been the victim of sexual or other prohibited discrimination or harassment by co-workers, supervisors, clients or customers, visitors, vendors, Board Members or others must immediately notify Human Resources of the alleged conduct and may submit the issue pursuant to the terms of the Authority's Grievance Procedures as set forth in these policies.

D. *Internal Investigation and Resolution.* Following receipt of a harassment grievance, Human Resources shall begin an immediate and thorough investigation to determine if sexual or other harassment has occurred. The investigation shall be conducted in an impartial manner and all information shall be maintained confidential to the extent possible. After full consideration of all relevant facts and circumstances involving the inquiry, a timely decision will be made by the Authority and appropriate disciplinary or other action will be taken, up to and including termination of employment.

E. *Prohibition Against Retaliation.* Retaliation against anyone for opposing conduct prohibited by the Authority's anti-harassment policies or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by the Authority, or any authorized governmental agency is strictly prohibited and may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

F. *External Reporting.* In addition to the Authority's internal complaint procedure, an employee may file a complaint with the California Department of Fair Employment and Housing ("DFEH") or the U.S. Equal Employment Opportunity Commission ("EEOC") at a local office. Under California law, the Fair Employment and Housing Commission ("FEHC") may order an employer to hire or rehire a victim of sexual harassment with back pay, and to provide the victim with monetary damages. The FEHC may also provide affirmative or prospective relief to prevent the recurrence of unlawful practices, including awards for back pay, reimbursement of out-of-pocket expenses, cease and desist orders, posting of notices, and other similar relief.

## **Workplace Violence Policy**

A. *Purpose.* The Authority recognizes the need to ensure all employees a safe workplace free from aggressive, threatening, or violent acts. To ensure safety, the Authority has adopted a zero-tolerance stance toward any type of inappropriate conduct or behavior. The purpose of this policy is to define behavior that constitutes workplace violence and to establish procedures for recognizing, reporting, and resolving incidents of workplace violence.

B. *Definition.* For purposes of this policy, “workplace violence” shall be defined as physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, or any other act that would be interpreted by a reasonable person to be aggressive, intimidating, harassing, or unsafe and which is associated with an Authority-related activity.

C. *Responsibility for Implementation.* The Safety Coordinator, in conjunction with the Human Resources Department and Supervisors, shall be responsible for implementation and oversight of this policy.

D. *Procedures.* Under this policy, the following procedures will be implemented:

1. Responsibilities shall be allocated as follows:

a. Employees shall:

- Be familiar with this policy
- Secure their own work area, including their assigned vehicle.
- Be aware of physical or verbal threats, or disruptive behavior and report such to supervisors.
- Take all threats seriously and act accordingly.

b. Supervisors shall:

- Inform employees of workplace violence policies and procedures.
- Ensure that employees have specific information for dealing with workplace threats, including emergency contact information.
- Ensure that employees are aware of emergency evacuation procedures.
- Respond to potential threats and escalating situations utilizing the proper resources, including human resource staff, employee assistance program, medical services and local law enforcement.

c. The Safety Coordinator and Human Resources shall:

- Provide training that sets a clear standard of conduct and performance.
- Train all personnel in security measures and violence prevention.
- Provide technical assistance to supervisors to help determine what course of administrative action is most appropriate in specific situations.
- Determine whether sufficient evidence exists to justify disciplinary action once an investigation of any misconduct is complete

2. Security

- a. All potential employees will undergo a pre-employment background check.
- b. All employees will carry Authority identification cards on their person while at work.
- c. No employee shall be in possession of a weapon while on Authority property. Weapons include guns, knives (other than pocket knives) explosives, and other items with the potential to inflict harm.
- d. Inspections
  - Desks, telephones, and computers are the property of the Authority and may be inspected either with or without notice.
  - The e-mail system is intended for business use. Personal business may not be conducted via the Authority e-mail system.
- e. Facilities shall be secured and locked when not in use.
- f. Whenever possible field employees will work in pairs. Where this is not practical, field employees will notify their supervisor of their location.

3. All employees shall receive annual training, which will encompass the following:

- a. Encouragement to report incidents and the procedure to do so
- b. Methods of preventing or defusing volatile situations or aggressive behavior
- c. Anger management and conflict resolution techniques
- d. Security procedures
- e. Basic emergency procedures

4. Reporting threats or incidents of violence

It is considered the duty and responsibility of all employees to prevent violence in the workplace. Therefore, all employees have an obligation to report any incidences of violence or inappropriate conduct immediately to their supervisor. All reports will be investigated and all reports will be held confidential. If the supervisor is involved in the incident, the employee will report the incident to Human Resources or the Safety Coordinator.

a. *Incident Management.* In the event of a major workplace incident, the procedures in the Authority's Emergency Response Plan will be utilized. If the incident has the potential to affect the mental health of Authority employees, counseling and support services will be provided. As the crisis passes and support systems are put into place for individuals affected by the incident, the Authority will make every effort to return to normal business operations.

b. *Evaluation.* In the aftermath of an incident, the Authority will evaluate what took place to determine if everything possible was done to prevent the incident and what steps could be taken to prevent future occurrences.

## **Dress Policy, Personal Hygiene, and Grooming Standards**

### *Non-Suppression Employees and Administration.*

A. Dress Policy. Employees will maintain professional business appearance with “Casual Business Attire” or Uniforms for day-to-day operations. Visual markings, including but not limited to tattoos, piercings, and/or body alterations are not permitted. Inappropriate attire will be addressed by the employee’s individual supervisor. All attire must align with the Authority’s safety standards.

B. Personal Hygiene. Employees will bathe daily, use deodorant, and have clean and well-maintained hands and fingernails. No strong or over-powering deodorant, perfume, or cologne is allowed. Teeth will be brushed daily. Makeup should be moderate and in good taste.

C. Grooming Standards. Facial hair is allowed as long as it is groomed and kept nicely. If clean shaven, employees will shave as often as required to maintain a clean-shaven look.

### *Suppression Employees.*

A. Dress Policy. Appropriate uniform and safety equipment will be worn at applicable times. Visual markings, including but not limited to tattoos, piercings, and/or body alterations are not permitted. Inappropriate attire will be addressed by the employee’s individual supervisor. All attire must align with the Authority’s safety standards.

B. Personal Hygiene. Employees will bathe daily, use deodorant, and have clean and well-maintained hands and fingernails. No strong or over-powering deodorant, perfume, or cologne is allowed. Teeth will be brushed daily. Makeup should be moderate and in good taste.

C. Grooming Standards. Employees will adhere to the Grooming Standards Policy in full. Most importantly, to keep the employee safe, hair shall be managed in such a manner so as not to interfere with the safe and proper use of an SCBA face mask, helmet, uniform cap, or other required safety equipment. Hair shall not protrude inside the seal of the face piece nor impair vision in any way. The firefighting hood shall cover all hair. If hair must be secured to meet these requirements, the method used to so restrain shall not interfere with the safe and proper use of required safety equipment. It shall remain restrained under all conditions of work or activity. Sideburns and mustaches shall not interfere with the proper seal of the breathing apparatus facemask.

## **Smoking Policy**

Employees are prohibited from smoking in all buildings, structures, facilities, establishments, conference rooms, trailers, meeting areas, hallways, lobbies, storage room, shops, garages, bays, shelters, vehicles, job sites, and equipment that are rented, leased, owned, or operated by the Authority. In conformity with California Government Code section 7597, no smoking shall be allowed within twenty (20) feet of any main entrance, exit, or window of any Authority building. The term “smoking” as used in this Policy includes use of any recreational inhalable product, whether made inhalable by burning, vaporization, or any other means. This Policy prohibits use of any cigarettes, e-cigarettes, cigars, pipes, or vaporizer, regardless of the substance being inhaled. Smoking shall also be prohibited within fifty (50) feet of all confined spaces, (i.e., sewer manholes, sewer lift stations, vaults, reservoirs, etc.).

A. *Posting.* All indoor Authority facilities shall be posted “No Smoking.” Signs will be 8-1/2 by 11 inches in dimension or larger, and shall be legible. The characters forming the words “No Smoking” shall be standard characters at least two inches high, printed on a contrasting background. Signs shall be posted so as to be clearly visible.

B. *Vehicles and Equipment.* Smoking is prohibited in Authority vehicles and equipment. This Policy shall apply to all Authority employees, associates, visitors, or any riders in Authority vehicles or equipment.

C. *Designated Areas.* Smoking is only allowed on Authority property in areas previously designated and marked as “smoking areas” and only during an employee’s own time, such as during a meal or rest period.

D. *Responsibilities.* It shall be the responsibility of the employees to follow this Policy. Failure to do so will result in disciplinary action up to and including termination. It shall be the responsibility of the Safety Coordinator or his/her designee to execute this Policy so far as demarcation of smoking areas and posting of “No Smoking” signs and the maintenance thereof.

## **Code of Ethics -Administrative Policy**

To assist Public Employees, Elected and Appointed Officials, and Consultants of the Big Bear Fire Authority in carrying out their roles as trustees of the public interest, the Code of Ethics has been written for all Employees, Elected and Appointed Officials, and Consultants of the Authority. The purpose of this policy is to establish standards of conduct by setting forth those acts or actions that are incompatible with the best interests of the Authority. Further, it is the purpose of this policy to guide Authority Public Employees, Elected and Appointed Officials, and Consultants with the avoidance of both actual and perceived unethical conduct.

For further information, see the Code of Ethics Policy.



**ACKNOWLEDGMENT**

**BIG BEAR FIRE AUTHORITY PERSONNEL MANAGEMENT POLICY  
AND PROCEDURES MANUAL**

Employee Name: \_\_\_\_\_

I acknowledge that I have read the Big Bear Fire Authority Personnel Management Policy and Procedures Manual. I understand that I am responsible for knowing and complying with the policies set forth in the Manual during my employment with the Authority.

I further understand, however, that the policies contained in the Manual are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that the Authority may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the Authority cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the Authority's policies or procedures, I should consult the Authority's management.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the Fire Chief, that no other employee or representative of the Authority has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the Fire Chief. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any policy or practice of the Authority now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement and the Big Bear Fire Authority Personnel Management Policy and Procedures Manual.

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

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

Sign and return to the Human Resource Department.



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA10

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*

**SUBJECT:** **BIG BEAR FIRE AUTHORITY REVISED BUDGET RESOLUTION**

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## **BACKGROUND**

The Budget Resolution approved in the meeting on June 2<sup>nd</sup> was presented as the Budgeted Uses for the Big Bear Fire Authority. The Budget Resolution needs to include both Sources and Uses.

## **DISCUSSION**

Attached is the corrected Budget resolution for the Fire Authority to include both the sources and uses as required. There is no change to the Fire Authority 2015-2016 budget.

## **STAFF RECOMMENDATION**

Staff recommends the FY 2015-2016 Budget be adopted per the Sources and Uses as presented in Resolution No. BBFA2015-XXX Adopting the Big Bear Fire Authority Approved Budget for Fiscal Year 2015-2016 and rescind Resolution No. BBFA2015-008.

SH/dem

Attachment 1: Resolution No. BBFA2015-XXX Rescinding Resolution No. BBFA2015-008 and Adopting Budget for FY15/16

Attachment 2: FY15/16 Budget

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE BIG BEAR FIRE AUTHORITY APPROVED BUDGET FOR FISCAL YEAR 2015/16 AND RESCIND RESOLUTION NO. BBFA2015-008.**

**WHEREAS**, the Big Bear Fire 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; and

**WHEREAS**, the Big Bear Fire Authority held a budget conference and a public hearing on the proposed budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Big Bear Fire Authority does hereby adopt the approved Fiscal Year 2015/16 Budget for the Big Bear Fire Authority; and

**BE IT FURTHER RESOLVED**, that the appropriated sources and uses are as follows for the Fiscal Year 2015/16 budget:

<b>Fund</b>	<b>Appropriated Sources</b>	<b>Appropriated Uses</b>
Operating	4,950,116	4,950,116
Grant	414,416	414,416
Mutual Aid	151,050	151,050
Capital	491,351	491,351

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of August, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the \_\_\_ day of August, 2015 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 District this \_\_\_ day of August, 2015.

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

# BIG BEAR FIRE DEPARTMENT - JPA

## Budget

FYE June 30, 2016

	2012-13 Actual	2013-14 Actual	2014-15 Adopted Budget	2014-15 Projected Year End	Suppression	Ambulance	Fire Authority	2015-2016 Proposed Budget
<b>Revenue</b>								
<b>Total Revenue</b>								
CSD Prop Tax & Parcel Fees & Ambulance - Transfer In	95,606	434,825	677,610	972,406	1,291,534	(453,725)		839,809
FPD Property Tax & Misc Revenue - Transfer In	124,919	434,825	677,610	940,819			837,469	837,469
<b>Total Transfer in Revenues</b>	<b>\$ 220,525</b>	<b>\$ 869,650</b>	<b>\$ 1,355,220</b>	<b>\$ 1,913,225</b>	<b>\$ 1,291,534</b>	<b>\$ (453,725)</b>	<b>\$ 837,469</b>	<b>\$ 1,675,278</b>
<b>Fire Authority Current Service Charges</b>								
Licenses and permits			150	225			32,600	32,600
Public Training	-	11,901	15,960	20,566			10,000	10,000
Inspections, Reports & Misc			-	4,929			600	600
Hazard Mitigation Reimb			25,000				25,000	25,000
<b>Total Current Fire Authority Service Charges</b>	<b>\$ -</b>	<b>\$ 11,901</b>	<b>\$ 41,110</b>	<b>\$ 25,720</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,200</b>	<b>\$ 68,200</b>
<b>Use of Money and Property</b>								
Interest On Bank Deposits							1,500	1,500
Rent Income-Bear Mtn							3,750	3,750
Rent/Options - Cell Tower							20,193	20,193
<b>Total Use of Money and Property</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,443</b>	<b>\$ 25,443</b>
<b>Total Revenue - Before Transfers In</b>	<b>\$ 220,525</b>	<b>\$ 881,551</b>	<b>\$ 1,396,330</b>	<b>\$ 1,938,945</b>	<b>\$ 1,291,534</b>	<b>\$ (453,725)</b>	<b>\$ 931,112</b>	<b>\$ 1,768,921</b>
<b>Transfers in</b>								
CSD Transfer In - Fire Authority Admin Personnel					129,019	129,019		258,038
FPD Transfer In - Fire Authority Admin Personnel							258,038	258,038
Ambulance Operating Services - Other							90,000	90,000
Ambulance Operating Services - Fuel							46,000	46,000
<b>Total Transfers In-</b>					<b>\$ 129,019</b>	<b>\$ 129,019</b>	<b>\$ 394,038</b>	<b>\$ 652,076</b>
<b>Total Revenue</b>	<b>\$ 220,525</b>	<b>\$ 881,551</b>	<b>\$ 1,396,330</b>	<b>\$ 1,938,945</b>	<b>\$ 1,420,553</b>	<b>\$ (324,706)</b>	<b>\$ 1,325,150</b>	<b>\$ 2,420,997</b>
<b>Expenses</b>								
<b>Direct Labor Costs</b>								
FA Salaries							600,390	600,390
FA Benefits							335,637	335,637
FA Minimum Staffing								-
<b>Total Salaries &amp; Benefits</b>							<b>\$ 936,027</b>	<b>\$ 936,027</b>
<b>Supplies</b>								
Office Expense	2,957	5,900	18,250	32,250			23,400	23,400
General Household		29,600	29,170	29,170			30,100	30,100
Fuel	9,140	66,000	47,540	47,540			50,540	50,540
Basic Materials	10,671	13,100	11,720	11,720			15,000	15,000
Automotive Expense	7,820	149,100	145,462	183,846			335,000	335,000
Disaster Supplies		1,000	2,500	1,000				-
Small Tools	78	1,000	1,000	1,000				-
Clothing and Personal Equip	456	37,700	54,530	54,530			54,600	54,600
<b>Total Supplies</b>	<b>\$ 31,122</b>	<b>\$ 303,400</b>	<b>\$ 310,172</b>	<b>\$ 361,056</b>			<b>\$ 508,640</b>	<b>\$ 508,640</b>

	2012-13 Actual	2013-14 Actual	2014-15 Adopted Budget	2014-15 Projected Year End	Suppression	Ambulance	Fire Authority	2015-2016 Proposed Budget
<b>Other Services and Charges</b>								
Advertising		2,900	3,000	3,000			3,000	3,000
Data/Telephone Lines	11,038	46,300	46,300	46,300			48,800	48,800
Communications - Radio	4,800	3,900	10,000	10,000			10,000	10,000
Utilities - Baldwin Lake							15,000	15,000
Utilities - Gas		24,900	23,300	23,300			23,300	23,300
Utilities - Water		7,600	9,000	9,000			9,000	9,000
Utilities - Electric		49,200	49,200	49,200			50,000	50,000
Printing		1,800	1,950	1,749			3,000	3,000
Postage Charges		1,500	1,800	1,738			23,800	23,800
Rents and Leases - Buildings-Baldwin Lake							24,758	24,758
Maint-Buildings and Grounds	2,117	31,000	31,000	36,775			45,175	45,175
Maintenance - Equipment		18,000	25,000	23,432			37,100	37,100
Professional Services	32,407	35,000	60,800	26,817			80,320	80,320
Hazard Condition Mitigation			25,000	-			25,000	25,000
Professional Services - Legal	21,534	50,000	50,000	45,000	15,000		47,000	62,000
Contractual Services-Govt		166,700	254,000	212,129	155,154	96,154	-	251,307
Contractual Services			122,500	82,500			-	-
EE Recruitment Exp.		13,800	15,000	20,000			30,000	30,000
City Fees Property Tax Collection					45,000			45,000
City General Services - Fire Authority					40,000	40,000		80,000
CSD Parcel Tax Collection Charges					18,600		-	18,600
CSD General Services - Fire Authority					35,009	35,009	-	70,018
CSD IT Administration					10,900	10,900	10,900	32,700
CSD Liability Insurance					80,000	80,000		160,000
CSD Reimburse Admin Personnel Expense					258,038	258,038		516,076
Ambulance Operating Services - Other						90,000		90,000
Ambulance Operating Services - Fuel						46,000		46,000
Insurance		600	14,000	14,000	31,333	31,333	31,334	94,000
Memberships and Dues	4,305	10,600	10,000	10,000			20,000	20,000
Publications		3,500	3,500	2,814			3,500	3,500
Travel-Conferences and Meeting	6,092	6,900	10,000	10,000			10,000	10,000
Education / Training	9,450	43,500	48,500	48,500			51,500	51,500
Community Promotions							3,000	3,000
Public Training		5,000	5,000	5,000			4,500	4,500
Machinery and Equipment	8,687		17,500	17,500	4,000		17,500	21,500
Equipment Rotation							45,000	45,000
Software/Other Peripherals	13,753	7,769	7,500	7,500	5,000	5,000	16,000	26,000
<b>Total Other Services and Charges</b>	<b>\$ 114,183</b>	<b>\$ 530,469</b>	<b>\$ 843,850</b>	<b>\$ 706,253</b>	<b>\$ 698,034</b>	<b>\$ 692,434</b>	<b>\$ 688,487</b>	<b>\$ 2,078,954</b>
<b>Total Operational Expenses</b>	<b>\$ 145,305</b>	<b>\$ 833,869</b>	<b>\$ 1,154,022</b>	<b>\$ 1,067,308</b>	<b>\$ 698,034</b>	<b>\$ 692,434</b>	<b>\$ 2,133,154</b>	<b>\$ 3,523,621</b>
<b>Increase/(Decrease in Fund Balance)</b>	<b>\$ 75,220</b>	<b>\$ 47,682</b>	<b>\$ 242,308</b>	<b>\$ 871,637</b>	<b>\$ 722,520</b>	<b>\$ (1,017,140)</b>	<b>\$ (808,004)</b>	<b>\$ (1,102,625)</b>

	Suppression	Ambulance	Fire Authority	2015-2016 Proposed Budget
<b>Transfers In - Capital</b>				
CSD Transfer In - Capital Construction HQ	93,750	93,750		187,500
FPD Transfer In - Capital Construction HQ			187,500	187,500
	<b>\$ 93,750</b>	<b>\$ 93,750</b>	<b>\$ 187,500</b>	<b>\$ 375,000</b>
CSD Transfer In - Capital Training Center	12,500	12,500		25,000
FPD Transfer In - Capital Training Center			25,000	25,000
	<b>\$ 12,500</b>	<b>\$ 12,500</b>	<b>\$ 25,000</b>	<b>\$ 50,000</b>
CSD Transfer In - 282 Refurbish	12,500	12,500		25,000
FPD Transfer In - 282 Refurbish			5,000	5,000
	<b>\$ 12,500</b>	<b>\$ 12,500</b>	<b>\$ 5,000</b>	<b>\$ 30,000</b>
CSD Transfer In - Capital General	9,088	9,088		18,175
FPD Transfer In - Capital General			18,175	18,175
	<b>\$ 9,088</b>	<b>\$ 9,088</b>	<b>\$ 18,175</b>	<b>\$ 36,350</b>
<b>Total Transfers In - Capital Purchases</b>	<b>\$ 127,838</b>	<b>\$ 127,838</b>	<b>\$ 235,675</b>	<b>\$ 491,350</b>
<b>Transfers - Reserves</b>				
CSD Transfer In - Vehicle Replacement Reserves	60,718	60,718		121,436
FPD Transfer In - Vehicle Replacement Reserves			121,435	121,435
	<b>\$ 60,718</b>	<b>\$ 60,718</b>	<b>\$ 121,435</b>	<b>\$ 242,871</b>
CSD Transfer In - Computer Equipment Reserves	6,500	6,500		13,000
FPD Transfer In - Computer Equipment Reserves			13,000	13,000
	<b>\$ 6,500</b>	<b>\$ 6,500</b>	<b>\$ 13,000</b>	<b>\$ 26,000</b>
CSD Transfer In - Contingency Reserve	6,250	6,250	551,312	563,812
FPD Transfer In - Contingency Reserve	12,500		551,312	563,812
	<b>\$ 18,750</b>	<b>\$ 6,250</b>	<b>\$ 1,102,624</b>	<b>\$ 1,127,624</b>
CSD Transfer In - Other Equipment Replacement	7,500	7,500		15,000
FPD Transfer In - Other Equipment Replacement			15,000	15,000
	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 15,000</b>	<b>\$ 30,000</b>
<b>Total Transfers In - Reserves</b>	<b>\$ 93,468</b>	<b>\$ 80,968</b>	<b>\$ 1,252,059</b>	<b>\$ 1,426,495</b>
<b>Total Transfers In</b>	<b>\$ 221,306</b>	<b>\$ 208,806</b>	<b>\$ 1,487,734</b>	<b>\$ 1,917,845</b>
<b>Capital Expenses and Reserves</b>				
Capital Purchases	127,838	127,838	235,675	491,351
Reserve Set Aside	80,968	80,968	161,935	323,871
<b>Total Capital Expenses and Reserve Set Aside</b>	<b>\$ 208,806</b>	<b>\$ 208,806</b>	<b>\$ 397,610</b>	<b>\$ 815,221</b>
<b>Excess Revenue over Expenses</b>	<b>\$ 735,019</b>	<b>\$ (1,017,140)</b>	<b>\$ 282,120</b>	<b>\$ 0</b>



	2012-13 Actual	2013-14 Actual	2014-15 Adopted Budget	2014-15 Projected Year End	Suppression	Ambulance	Fire Authority	2015-2016 Proposed Budget
<b>Other Services and Charges</b>								
Advertising		2,900	3,000	3,000			3,000	3,000
Data/Telephone Lines	11,038	46,300	46,300	46,300			48,800	48,800
Communications - Radio	4,800	3,900	10,000	10,000			10,000	10,000
Utilities - Baldwin Lake							15,000	15,000
Utilities - Gas		24,900	23,300	23,300			23,300	23,300
Utilities - Water		7,600	9,000	9,000			9,000	9,000
Utilities - Electric		49,200	49,200	49,200			50,000	50,000
Printing		1,800	1,950	1,749			3,000	3,000
Postage Charges		1,500	1,800	1,738			23,800	23,800
Rents and Leases - Buildings-Baldwin Lake							24,758	24,758
Maint-Buildings and Grounds	2,117	31,000	31,000	36,775			45,175	45,175
Maintenance - Equipment		18,000	25,000	23,432			37,100	37,100
Professional Services	32,407	35,000	60,800	26,817			80,320	80,320
Hazard Condition Mitigation			25,000	-			25,000	25,000
Professional Services - Legal	21,534	50,000	50,000	45,000	15,000		47,000	62,000
Contractual Services-Govt		166,700	254,000	212,129	155,154	96,154	-	251,307
Contractual Services			122,500	82,500			-	-
EE Recruitment Exp.		13,800	15,000	20,000			30,000	30,000
City Fees Property Tax Collection					45,000			45,000
City General Services - Fire Authority					40,000	40,000		80,000
CSD Parcel Tax Collection Charges					18,600		-	18,600
CSD General Services - Fire Authority					35,009	35,009	-	70,018
CSD IT Administration					10,900	10,900	10,900	32,700
CSD Liability Insurance					80,000	80,000		160,000
CSD Reimburse Admin Personnel Expense					258,038	258,038		516,076
Ambulance Operating Services - Other						90,000		90,000
Ambulance Operating Services - Fuel						46,000		46,000
Insurance		600	14,000	14,000	31,333	31,333	31,334	94,000
Memberships and Dues	4,305	10,600	10,000	10,000			20,000	20,000
Publications		3,500	3,500	2,814			3,500	3,500
Travel-Conferences and Meeting	6,092	6,900	10,000	10,000			10,000	10,000
Education / Training	9,450	43,500	48,500	48,500			51,500	51,500
Community Promotions							3,000	3,000
Public Training		5,000	5,000	5,000			4,500	4,500
Machinery and Equipment	8,687		17,500	17,500	4,000		17,500	21,500
Equipment Rotation							45,000	45,000
Software/Other Peripherals	13,753	7,769	7,500	7,500	5,000	5,000	16,000	26,000
<b>Total Other Services and Charges</b>	<b>\$ 114,183</b>	<b>\$ 530,469</b>	<b>\$ 843,850</b>	<b>\$ 706,253</b>	<b>\$ 698,034</b>	<b>\$ 692,434</b>	<b>\$ 688,487</b>	<b>\$ 2,078,954</b>

**Total Operational Expenses**      \$ 145,305    \$ 833,869    \$ 1,154,022    \$ 1,067,308    \$ 698,034    \$ 692,434    \$ 2,133,154    \$ 3,523,621

**Increase/(Decrease in Fund Balance)**    \$ 75,220    \$ 47,682    \$ 242,308    \$ 871,637    \$ 722,520    \$ (1,017,140)    \$ (808,004)    \$ (1,102,625)

	Suppression	Ambulance	Fire Authority	2015-2016 Proposed Budget
<b>Transfers In - Capital</b>				
CSD Transfer In - Capital Construction HQ	93,750	93,750		187,500
FPD Transfer In - Capital Construction HQ			187,500	187,500
	\$ 93,750	\$ 93,750	\$ 187,500	\$ 375,000
CSD Transfer In - Capital Training Center	12,500	12,500		25,000
FPD Transfer In - Capital Training Center			25,000	25,000
	\$ 12,500	\$ 12,500	\$ 25,000	\$ 50,000
CSD Transfer In - 282 Refurbish	12,500	12,500		25,000
FPD Transfer In - 282 Refurbish			5,000	5,000
	\$ 12,500	\$ 12,500	\$ 5,000	\$ 30,000
CSD Transfer In - Capital General	9,088	9,088		18,175
FPD Transfer In - Capital General			18,175	18,175
	\$ 9,088	\$ 9,088	\$ 18,175	\$ 36,350
<b>Total Transfers In - Capital Purchases</b>	<b>\$ 127,838</b>	<b>\$ 127,838</b>	<b>\$ 235,675</b>	<b>\$ 491,350</b>
<b>Transfers - Reserves</b>				
CSD Transfer In - Vehicle Replacement Reserves	60,718	60,718		121,436
FPD Transfer In - Vehicle Replacement Reserves			121,435	121,435
	\$ 60,718	\$ 60,718	\$ 121,435	\$ 242,871
CSD Transfer In - Computer Equipment Reserves	6,500	6,500		13,000
FPD Transfer In - Computer Equipment Reserves			13,000	13,000
	\$ 6,500	\$ 6,500	\$ 13,000	\$ 26,000
CSD Transfer In - Contingency Reserve	6,250	6,250	551,312	563,812
FPD Transfer In - Contingency Reserve	12,500		551,312	563,812
	\$ 18,750	\$ 6,250	\$ 1,102,624	\$ 1,127,624
CSD Transfer In - Other Equipment Replacement	7,500	7,500		15,000
FPD Transfer In - Other Equipment Replacement			15,000	15,000
	\$ 7,500	\$ 7,500	\$ 15,000	\$ 30,000
<b>Total Transfers In - Reserves</b>	<b>\$ 93,468</b>	<b>\$ 80,968</b>	<b>\$ 1,252,059</b>	<b>\$ 1,426,495</b>
<b>Total Transfers In</b>	<b>\$ 221,306</b>	<b>\$ 208,806</b>	<b>\$ 1,487,734</b>	<b>\$ 1,917,845</b>
<b>Capital Expenses and Reserves</b>				
Capital Purchases	127,838	127,838	235,675	491,351
Reserve Set Aside	80,968	80,968	161,935	323,871
<b>Total Capital Expenses and Reserve Set Aside</b>	<b>\$ 208,806</b>	<b>\$ 208,806</b>	<b>\$ 397,610</b>	<b>\$ 815,221</b>
<b>Excess Revenue over Expenses</b>	<b>\$ 735,019</b>	<b>\$ (1,017,140)</b>	<b>\$ 282,120</b>	<b>\$ 0</b>

# BIG BEAR FIRE DEPARTMENT - JPA

## OTHER FUNDS

### Budget

FYE June 30, 2016

Grant Fund	2013-14 Actual	2014-15 Adopted Budget	2014-15 Projected Year End	2015-2016 Proposed Budget
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**Grant Revenue**

SRAFPF Grant - Chipping				199,500
SRAFPF Grant - Shake/Shingle				214,916
				\$ 414,416

**Grant Reimbursable Expenses**

SRAFPF Grant - Chipping				199,500
SRAFPF Grant - Shake/Shingle				214,916
				\$ 414,416

**Increase/(Decrease in Fund Balance)**     \$ -

Mutual Aid Fund	2013-14 Actual	2014-15 Adopted Budget	2014-15 Projected Year End	2015-2016 Proposed Budget
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**Fire Authority Current Service Charges**

Mutual Aid - Personnel/ Equipment Related to FA	46,200	116,000	204,575	151,050
				\$ 151,050

**Fire Authority Salary Expense**

FA Minimum Staffing	46,200	116,000	204,575	151,050
				\$ 151,050

**Increase/(Decrease in Fund Balance)**     \$ -

**BIG BEAR FIRE DEPARTMENT - JPA  
RESERVE FUNDS BALANCE  
2015-2016**

Reserve Fund	Beginning Fund Balance as of 7/01/14	Fiscal Year 2014-15		Ending Fund Balance 6/30/2015	Fiscal Year 2015-16		Projected Fund Balance 6/30/16	Increase/ (Decrease)
		Contributions	Uses		Contributions	Uses		
Vehicle Replacement	63,050	242,870	125,000	180,920	242,871		\$ 423,791	\$ 242,871
Office Equipment	26,000	26,000		52,000	26,000		\$ 78,000	\$ 26,000
Contingency	50,000	25,000		75,000	1,127,624	1,102,624	\$ 100,000	\$ 25,000
Other Equipment	60,000	30,000		90,000	30,000		\$ 120,000	\$ 30,000
Facility Reserve					491,350	491,350		
	\$ 199,050	\$ 323,870	\$ 125,000	\$ 397,920	\$ 1,917,845	\$ 1,593,974	\$ 721,791	\$ 323,871

**CURRENT RESERVE POLICY**

Vehicle Replacement - 50% of Depreciated Cost  
Office Equipment - Only when Operating surplus  
Contingency- 25% Annual Operating Cost  
Other Equipment- Revenue from Strike team Assignments  
Facility Reserve- 25% Original Cost of existing buildings

Target	Projected Balance	Reserve (Shortfall)
1,990,500	423,791	(1,566,709)
	78,000	78,000
880,905	100,000	(780,905)
151,050	120,000	(31,050)
	-	-



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA11

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*

**SUBJECT:** **BIG BEAR FIRE AUTHORITY LOCAL AGENCY  
INVESTMENT ACCOUNT (LAIF) RESOLUTION**

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## **BACKGROUND**

Budget Resolution BBFA2015-007 approved in the meeting on June 2, 2015, adopted an investment policy for the Fire Authority. The adopted investment policy allows for the investment of Fire Authority funds in a Local Agency Investment Fund (LAIF).

## **DISCUSSION**

The Local Agency Investment Fund (LAIF) was started in 1977 and is part of the Pooled Money Investment Account (PMIA) in operation since 1955. LAIF currently has 2,488 participants and \$21.5 billion at the end of June 2015. The LAIF program offers local agencies the opportunity to participate in a major portfolio by using the oversight and investment expertise of the State Treasurer's Office. Both the City of Big Bear Lake and the Community Services District have LAIF accounts.

## **STAFF RECOMMENDATION**

Staff recommends creating a LAIF account and participating in the State Treasury investment program under Government Code section 16429.1 et. Seq. for the deposit of Fire Authority monies.

SH

Attachment 1: Resolution No. BBFA2015-XXX Authorizing Creation of LAIF Account

**RESOLUTION NO. BBFA2015-0XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR FIRE AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, AUTHORIZING THE CREATION OF AN INVESTMENT ACCOUNT WITH THE LOCAL AGENCY INVESTMENT FUND (LAIF)**

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the Big Bear Fire Authority;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorizes the deposit and withdrawal of Big Bear Fire Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided therein.

**BE IT FURTHER RESOLVED**, as follows:

Section 1. The following Big Bear Fire Authority officers holding the title(s) specified hereinbelow **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Jeff Willis

Shirley Holt

Fire Chief

Treasurer

Signature

Signature

Page 2

Resolution No. BBFA2015-XXX

Section 2. This resolution shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

**PASSED, APPROVED AND ADOPTED** this \_\_th day of August, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Rick Herrick  
Chairman  
Board of Directors

ATTEST:

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX 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 \_\_th day of August 2015, 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 \_\_th day of August 2015.

---

Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority



**RESOLUTION NO. BBFA2012-007**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE BIG BEAR FIRE AUTHORITY, COUNTY OF SAN  
BERNARDINO, STATE OF CALIFORNIA, ADOPTING  
THE STATEMENT OF INVESTMENT POLICY FOR  
FISCAL YEAR 2012-13**

**WHEREAS**, the Big Bear Fire Authority was created on June 21, 2012; and

**WHEREAS**, it is necessary to adopt an Investment Policy as provided in Government Code Section 5346.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Big Bear Fire Authority that the attached Statement of Investment Policy be adopted.

**PASSED, APPROVED AND ADOPTED** this 11th day of December, 2012.

AYES: Walsh, Green, Herrick, Jackowski, Jahn, Newsome, Obernolte, Oxandaboure,  
Terry, Caretto  
NOES: None  
ABSENT: None  
ABSTAIN: None



David Caretto  
Chairman  
Board of Directors

ATTEST:



Corinne E. Flores  
Secretary  
Big Bear Fire Authority

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

I, Corinne E. Flores, 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. BBFA2012-007 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 11<sup>th</sup> day of December 2012, and that the same was so passed and adopted by the following vote:

AYES:           Walsh, Green, Herrick, Jackowski, Jahn, Newsome, Obernolte,  
                  Oxandaboure, Terry, Caretto  
NOES:           None  
ABSENT:        None  
ABSTAIN:       None

Witness my hand and the official seal of said Authority this 11<sup>th</sup> day of December, 2012.



\_\_\_\_\_  
Corinne E. Flores  
Secretary  
Big Bear Fire Authority



# Big Bear Fire Authority

## *Administrative Instruction*

Number: 2012-07  
Page 1 of 9

Issued: 12-11-12  
Revised:

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**SUBJECT: STATEMENT OF INVESTMENT POLICY**

### I. PURPOSE

This statement is intended to provide guidelines for the prudent investment of the Big Bear Fire Authority's ("Authority") temporary idle cash and outline the procedures for maximizing the efficiency of the cash management system. The ultimate goal is to safeguard the assets of the Authority while enhancing its economic status.

### II. POLICY

It is the policy of the Authority to invest public funds in a manner which will safeguard these monies, meet the daily cash flow demands of the Authority, conform to all state and local statutes governing the investment of public funds, while seeking the highest investment return within the aforementioned constraints.

### III. SCOPE

This investment policy applies to all financial assets of the Authority. These funds are accounted for in the Authority's Comprehensive Annual Financial Report.

### IV. PRUDENCE

Investments shall be made with judgment and care under circumstances then prevailing which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by the Authority Treasurer shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The Authority Treasurer and his/her employees, when exercising due diligence and acting in accordance with the investment policy, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### V. OBJECTIVE

The primary objectives, in priority order, of the Authority's investment activities shall be:

### Safety

Safety of principal is the foremost objective of the investment program. Investments of the Authority will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

### Liquidity

The Authority's investment portfolio will remain sufficiently liquid to enable the Authority to meet all operating requirements, which might be reasonably anticipated.

### Return on Investment

The Authority's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the Authority's investment risk constraints and the cash flow characteristics of the portfolio.

### Delegation of Authority

Authority to manage the Authority's investment program is derived from the Authority Board. Management responsibility for the investment program is hereby delegated to the Authority Treasurer. The Authority Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate employees acting on his or her behalf.

### Ethics and Conflicts of Interest

Employees and financial dealers/institutions involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Such employees and financial dealers/institutions shall disclose to the Fire Chief any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Authority, particularly with regard to the timing of purchases and sales.

### Authorized Financial Dealers and Institutions

If the Authority expands its investment vehicles beyond Local Agency Investment Fund (LAIF) accounts, the Authority Treasurer will compile and maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Authority Treasurer with the following: (e.g. audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of state registration, completed broker/dealer questionnaire, certification of having read the Authority's investment policy and depository contracts).

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Authority Treasurer.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the Authority invests.

#### Authorized and Suitable Investments

The Authority is empowered by the California Government Code to, and as a matter of Authority policy, may invest in the following types of securities.

- ▶ Securities of the U.S. Government or its agencies
- ▶ Certificates of deposit placed with commercial banks and S&L's
- ▶ Commercial paper
- ▶ Medium term corporate notes
- ▶ Repurchase agreements
- ▶ Passbook savings account demand deposits
- ▶ Money market mutual funds
- ▶ Government sponsored pools and/or government mutual funds

As a matter of practice, the Authority shall favor the California State Local Agency Investment Fund (LAIF). Common stocks are not authorized for investment.

#### Investment Pools

A thorough investigation of government sponsored pools and/or mutual funds are required prior to investing. A questionnaire or other method shall be developed to solicit the following information for subsequent review by the Authority:

- ▶ A description of eligible investment securities, and a written statement of investment policy and objectives.
- ▶ A description of interest calculations and how it is distributed, and how gains and losses are treated.
- ▶ A description of how the securities are safeguarded (including the settlement processes) and how often the securities are priced and the program audited.
- ▶ A description of who may invest in the program, how often, and maximum/minimum deposit/withdrawal.
- ▶ A schedule for receiving statements and portfolio listings.
- ▶ An explanation as to how reserves and retained earnings are utilized by the pool/fund.

- ▶ A fee schedule and when and how fees are assessed.
- ▶ A statement as to whether the pool/fund is eligible for the investment of bond proceeds or whether it accepts such proceeds.

#### Collateralization

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be (100%) of market value of principal and accrued interest.

As required by federal statute, banks doing business with governmental entities are required to collateralize deposits. The Authority maintains a bank account with Union Bank. All Authority deposits are collateralized.

When collateralizing investments other than bank deposits, collateral will be held by an independent third party with whom the Authority has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the Authority and retained.

#### Safekeeping and Custody

All security transactions, including collateral for repurchase agreements entered into by the Authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Authority Treasurer and evidenced by safekeeping receipts.

#### Diversification

The Authority will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and LAIF, no more than 50% of the Authority's total investment portfolio will be invested in a single security type or with a single financial institution.

#### Maximum Maturities

To the extent possible, the Authority will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Authority will not directly invest in securities maturing more than five years from the date of purchase.

With Authority Board approval, reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

#### Internal Control

The Authority Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

#### Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

#### **Market Yield (Benchmark):**

The Authority's investment strategy is passive. Given this strategy, the basis used by the Authority Treasurer to determine whether market yields are being achieved shall be the **6 month U.S. T-Bill**.

#### Report

The Authority Treasurer shall provide to Authority Board an annual report, which provides a clear picture of the status of the current investment portfolio. The management report should include comments on the fixed income markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure going forward, and thoughts on investment strategies.

Schedules in the annual report should include the following:

- ▶ A listing of individual securities held at the end of the reporting period by authorized investment category
- ▶ Average life and final maturity of all investments listed
- ▶ Coupon, discount, or earnings rate
- ▶ Par value, Amortized Book Value, and Market Value
- ▶ Percentage of the portfolio represented by each investment category

#### Legislative Changes

Any State of California legislative action that further restricts allowable maturities, investment type or percentage allocations will be incorporated into this investment policy and supersede any and all applicable language.

#### Investment Policy Adoption

The Authority's investment policy shall be adopted by resolution of the Authority Board. The policy shall be reviewed annually by the Authority Board and any modifications made thereto must be approved by the Authority Board.

## VI. GLOSSARY OF TREASURY TERMS

**Accrued Interest** - Interest earned but not yet received.

**Active Deposits** - Funds which are immediately required for disbursement.

**Amortization** - An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

**Asked Price** - The price a broker dealer offers to sell securities.

**Basis Point** - One basis point is one hundredth of one percent (.01).

**Bid Price** - The price a broker dealer offers to purchase securities.

**Bond** - A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

**Book Value** - The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

**Certificate of Deposit** - A deposit insured by the FDIC at a set rate for a specified period of time.

**Collateral** - Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

**Comprehensive Annual Financial Report (CAFR)** - The official annual financial report for the Authority. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP).

**Constant Maturity Treasury (CMT)** - An average yield of a specific Treasury maturity sector for a specific time frame. This is a market index for reference of past direction of interest rates for the given Treasury maturity range.

**Coupon** - The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

**Credit Analysis** - A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

**Current Yield** - The interest paid on an investment expressed as a percentage of the current price of the security.

**Custody** - A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive, and deliver securities when ordered to do so by the principal.



**Delivery vs. Payment (DVP)** - Delivery of securities with a simultaneous exchange of money for the securities.

**Discount** - The difference between the cost of a security and its value at maturity when quoted at lower than face value.

**Diversification** - Dividing investment funds among a variety of securities offering independent returns and risk profiles.

**Duration** - The weighted average maturity of a bond's cash flow stream, where the present value of the cash flows serve as the weights; the future point in time at which on average, an investor has received exactly half of the original investment, in present value terms; a bond's zero-coupon equivalent; the fulcrum of a bond's present value cash flow time line.

**Fannie Mae** - Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

**Federal Reserve System** - The central bank of the U.S. which consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members.

**Federal Deposit Insurance Corporation (FDIC)** - Insurance provided to customers of a subscribing bank which guarantees deposits to a set limit per account.

**Fed Wire** - A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

**Freddie Mac** - Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

**Ginnie Mae** - Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U.S. Government.

**Inactive Deposits** - Funds not immediately needed for disbursement.

**Interest Rate** - The annual yield earned on an investment, expressed as a percentage.

**Investment Agreements** - An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

**Liquidity** - Refers to the ability to rapidly convert an investment into cash.

**Market Value** - The price at which a security is trading and could presumably be purchased or sold.

**Maturity** - The date upon which the principal or stated value of an investment becomes due and payable.

**New Issue** - Term used when a security is originally "brought" to market.

**Perfected Delivery** - Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

**Portfolio** - Collection of securities held by an investor.

**Primary Dealer** - A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

**Purchase Date** - The date in which a security is purchased for settlement on that or a later date.

**Rate of Return** - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**Repurchase Agreement (REPO)** - A transaction where the seller (bank) agrees to buy back from the buyer (Authority) the securities at an agreed upon price after a stated period of time.

**Reverse Repurchase Agreement (REVERSE REPO)** - A transaction where the seller (Authority) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

**Risk** - Degree of uncertainty of return on an asset.

**Safekeeping** - see custody.

**Sallie Mae** - Trade name for the Student Loan Marketing Association (SLMA), a U.S. sponsored corporation.

**Secondary Market** - A market made for the purchase and sale of outstanding issues following the initial distribution.

**Settlement Date** - The date on which a trade is cleared by delivery of securities against funds.

**Treasury Bills** - U.S. Treasury Bills which are short-term, direct obligations of the U.S. Government issued with original maturities of 13 weeks, 26 weeks and 52 weeks; sold in minimum amounts of \$10,000 in multiples of \$5,000 above the minimum Issued in book entry form only. T-bills are sold on a discount basis.

**U.S. Government Agencies** - Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

**Yield** - The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

**Yield to Maturity** - The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

**Yield Curve** - The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

  
\_\_\_\_\_  
JEFF WILLIS  
Fire Chief

12-12-12  
\_\_\_\_\_  
Date



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA12

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*

**SUBJECT:** **DELEGATION OF TORT LIABILITY CLAIMS HANDLING  
RESPONSIBILITY TO THE FIRE CHIEF**

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## **BACKGROUND**

On May 27, 2015 the California Joint Powers Insurance Agency (CJPIA) Executive Committee voted unanimously to allow membership to Big Bear Fire Authority. As a member of the CJPIA, agencies have the option of authorizing a Board member, a Staff member or Third party to perform the administrative claims handling process.

## **DISCUSSION**

The administrative process includes the responsibility to act on the Fire Authority's behalf to accept, reject, return as insufficient, or return as untimely any claims, and provide notices as authorized under the statute on behalf of the Fire Authority. The Fire Chief, responsible for all operational functions and employees of the member agencies of the JPA would be in the unique position to best provide appropriate review with the assistance of the CJPIA legal staff. Recommendations would be taken by the Fire Chief to the Agency Board directly involved with any potential claim.

## **STAFF RECOMMENDATION**

Staff recommends the Board adopt resolution BBFA2015-XXX authorizing the Fire Chief as delegate to handle minor claims related to California Joint Powers Insurance Authority (CJPIA) programs

SH/dem

Attachment 1: Resolution No. BBFA2015-XXX Authorizing Delegate to Handle Tort Liability Claims

**RESOLUTION NO. BBFA2015-XXX**

**A RESOLUTION OF THE BOARD OF THE BIG BEAR  
FIRE AUTHORITY OF SAN BERNARDINO COUNTY,  
AUTHORIZING THE FIRE CHIEF AS DELEGATE TO  
HANDLE MINOR CLAIMS RELATED TO CALIFORNIA  
JOINT POWERS INSURANCE AGENCY PROGRAMS,  
AUTHORIZED BY GOVERNMENT CODE SECTION 935.4**

**WHEREAS**, Section 935.4 of the Government Code of the State of California provides that a local public entity may authorize an employee of the local public entity to resolve a claim against the local public entity; and

**WHEREAS**, Big Bear Fire Authority has now determined to adopt such a policy;

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

**SECTION 1.** The Fire Chief is authorized to take administrative actions necessary to resolve claims against the Big Bear Fire Authority that do not exceed \$50,000 pursuant to the provisions of Government Code Section 935.4.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**SECTION 3.** The Board Secretary shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this \_\_\_\_\_th day of August, 2015.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Rick Herrick  
Chairman, Board of Directors  
Big Bear Fire Authority

ATTEST:

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority

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

I, Dawn E. Marschinke, Secretary of the Big Bear Fire Authority Board, do hereby certify that the whole number of members of the said Board is ten; that the foregoing resolution, being Resolution No. BBFA2015-XXX was duly passed and adopted by said Board, approved and signed by the Chairman of said Board, and attested by the Secretary of said Board, all at a meeting of the said Board held on the \_\_\_<sup>th</sup> day of August, 2015 and that the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Witness my hand and the official seal this \_\_\_<sup>th</sup> day of August, 2015.

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Dawn E. Marschinke  
Board Secretary  
Big Bear Fire Authority



# BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA13

**MEETING DATE:** August 18, 2015

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

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

**PREPARED BY:** Shirley Holt, Senior Finance Officer *SH*

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

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## **BACKGROUND**

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

## **DISCUSSION**

Currently Bob Jackowski is the acting Board member for the Fire Protection District and Paul Terry is the acting board member for the Community Services District.

## **STAFF RECOMMENDATION**

Staff recommends the Authority Board Chairman assign annually, the representative and alternate to the CJPIA board, authorizing them to act as an official representative of the Fire Authority.

SH

Attachment 1: Resolution No. BBFA2015-XXX Authorizing Appointment of Board Member and Alternate to CJPIA





**Attachment A**

**CERTIFICATION OF DIRECTOR AND ALTERNATE(S)**

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

DIRECTOR (Board Member):

_____	_____	_____
Name	Title	email address

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

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

_____	_____	_____
Name	Title	email address

\_\_\_\_\_  
Secretary Signature

Big Bear Fire Authority  
Agency (please print agency name)

\_\_\_\_\_  
Date

**BIG BEAR FIRE AUTHORITY**  
**Administrative Committee Meeting of July 9, 2015**

**Staff Notes**

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

An Administrative Committee Meeting of the Big Bear Fire Authority was called to order by Chairman Herrick at 1:33 p.m., Thursday, July 09, 2015, at 41090 Big Bear Boulevard, Big Bear Lake, California.

**Governing Board Members Present:** Chairman Rick Herrick, Director Bill Jahn and Director Larry Walsh.

**Governing Board Members Excused:** Vice Chairman Paul Terry

**Staff Present:** Jeff Willis, Fire Chief; Shirley Holt, Senior Finance Officer; Scott Heule, CSD General Manager; Ryan Harold, Battalion Chief; Dan Rogers, Captain; Robert Whitmore, Engineer and Chardelle Smith, Administrative Clerk

**Others Present:** Alex Mellor, Risk Manager, CA JPIA; Jim Nicoloff, Architect, James M. Nicoloff, Architect

**PUBLIC COMMUNICATIONS**

None.

**DISCUSSION ITEMS**

**1. The Big Bear Fire Authority as an insured of the California Joint Powers Insurance Authority (CJPIA).**

Chief Willis reported that the Fire Authority is now a member of CJPIA. The reason we joined CJPIA specifically is that they are also the insurer of CSD and the Fire District. As far as liability goes, it makes sense to have all three companies have the same insurance company. As a new member, we have options for the committee to consider, which if approved by this committee, will be brought to the regular Board Meeting of the Fire Authority on August 18. Alex Mellor, Risk Manager for CJPIA presented the options for consideration.

1.1 Recommendation to the Board to approve the execution of the Joint Powers Agreement to become an official member of CJPIA.

Discussion

Membership is for a period of not less than one (1) year from the effective date of July 1, 2015.

- 1.2 Recommendation to the Board to authorize and approve pooling of self-insurance through the Liability Protection Program of the CJPIA.

Discussion

Agreement is effective July 1, 2015 through June 30, 2016, for an initial annual premium payment of \$79,000. The premium has been budgeted and paid. No additional payments would be required during the year. There are no triggering events that would cause the Fire Authority to pay more during the year. As a member of the pool, annual premiums are adjusted based on the total loss history of the prior year for the total combined pool of members. For a member with a greater loss history than other members, their premium for the renewing year could be proportionally higher due to their losses from the prior year.

- 1.3 Recommendation to the Board to authorize application to the Director of the Industrial Relations, State of California for a Certificate of Consent to self-insure Workers Compensation liabilities.

Discussion

This application must be submitted before commencement of policy. Because the next Fire Authority Board meeting is not until August 18, a 180 day, temporary application was submitted on behalf of the Fire Authority allowing the Fire Authority to participate and be covered in the self-insurance program as of July 1, 2015.

- 1.4 Recommendation to the Board to authorize Workers Compensation coverage provided by the CJPIA program be extended to volunteers when performing duties assigned by the Fire Authority. Staff report shall reflect that the coverage will also extend to and from the assignment.

Discussion

According to Mellor, the cost of providing Workers Compensation is generally a lot less than paying the cost of medical bills if a volunteer is injured while on the job. Chief Willis indicated that this coverage would be for all classification of employees, but the Fire Authority does not currently have any volunteer fire fighters and that this coverage may be most applicable to CERT volunteers doing work for us. We currently have 10 open volunteer positions that Chief Willis indicated he plans to fill in the future. Chairman Herrick questioned how volunteer pay affects the calculation of premiums. Shirley Holt noted that calculations are usually on averages of specific job classifications. Using a minimal amount of volunteers will keep our costs for the program down. The question was asked if Boy Scouts were covered under this program. Chief Willis stated that they are

covered through the Boy Scouts of America and did not know if our policy would cover them too. Chief Willis recommended we implement this coverage now, even if we are not currently using volunteers. It is something that could be easily overlooked in the future. Premiums are zero when we are not using volunteers.

- 1.5 Recommendation to the Board to authorize the Fire Chief of the Fire Authority as delegate to handle minor claims related to CJPIA programs.

Discussion

The option is to designate a staff member or the Fire Authority's Claims Administrator to handle 3<sup>rd</sup> party claims. The governing body is responsible for handling a 3<sup>rd</sup> party claims. The governing body or delegate is responsible for deciding to reject or accept the claim. Assigning a delegate takes the governing body out of the back and forth communications with the claimant. CJPIA has the ultimate authority to settle a claim, though they will involve the member in the decision making process. Assignment of the Fire Chief as delegate allows him to better facilitate the claims between all the appropriate representatives involved in the shared relationship between the Fire Authority, CSD and the Fire District.

**CORRECTION TO RESOLUTION:**

Change the 1<sup>st</sup> sentence of the Resolution to add the words "BOARD OF THE" to read "RESOLUTION OF THE BOARD OF THE BIG BEAR FIRE AUTHORITY..."

- 1.6 Recommendation to the Board to have the Board Chair assign a delegate and an alternate to the CJPIA Board annually in December and authorize them to act as an official representative of the Fire Authority on the CJPIA Board.

Discussion

This is a change to the staff report which recommended an immediate assignment of a Board member as delegate and Shirley Holt as alternate. Each member gets a delegate to the Board. CJPIA Board of Directors meets once per year. The CJPIA just had their meeting to which Bob Jackowski attended on behalf of the Fire Authority as he was already attending as the delegate on behalf of the City. The delegate can be the same as the delegate for CSD and/or the Fire District. The delegate will be allowed one vote for each of the organizations they represent. The Board can name a staff person as alternate.

**Motion by Director Jahn; seconded by Director Walsh, to recommend and approve staff's recommendation on all CJPIA referenced resolutions with noted changes:**

Said Motion was approved by the following vote:

AYES: Jahn, Herrick, Walsh  
NOES: None  
ABSENT: Terry  
ABSTAIN: None

## 2. Station 281 Remodel

Chief Willis updated the Admin Committee on the status of Station 281 remodel since the last committee meeting which focused on the size of the addition. Based on that discussion, schematics have been revised to include more square footage with an adjusted interior configuration.

Chief Willis indicated that all items requiring space allocation have been accounted for except for IT server space. Three people working in finance are currently housed in a temporary trailer in the parking lot. One person that handles billing is working at CSD. The finance group should all be working together in the same physical unit. Chief Willis noted that some of the construction could be done in phases, and expressed an absolute need to solve the workspace issue.

Architect Jim Nicoloff presented the revised schematics. Construction costs for this 1,600 sq. ft. addition is estimated at \$750,000,  $\pm 15\%$ . This is higher than the amount discussed previously of \$500,000.

Nicoloff noted that the next step is Design Development. This phase will provide actual costs of building and materials to develop a more accurate cost estimate. Details such as concerns over the tower, building overhang, etc. are items that would be addressed in this phase. Based on this information, the Board would be able to make value judgements on items to include or not. This phase would include engineering and architect time that would cost approximately \$14,000 to \$15,000.

Chief Willis recommended that we continue to move through the next phases of the project until we are at project-ready phase. At that point we would have something we could act on, or not, at any time in the future. Nicoloff estimated that getting to the point where building permits could be pulled would be approximately \$50,000 (in addition to money already spent).

### Summary of Directors Discussion:

Concerns were expressed over the design of the entrance tower. Nicoloff explained that the tower shown on the schematic would help demarcate the entrance to the building and define the building as the fire department. It would not be an expensive part of the building because it is light frame construction. Based on concerns regarding snow build-up behind the tower, he explained that the roof would be constructed in such a way to reduce snow

accumulation behind it, similar to the construction of a chimney. Snow guards are also an option to consider in that area to help direct snow falling from the roof.

Chairman Herrick indicated that he liked the look of the tower design and that it communicates that it is a fire station. However, he questioned the cost of it, which Nicoloff estimated at \$10,000.

Director Jahn expressed his concern about how the community would respond to such an expensive expansion. Chief Willis responded that he would work on cost savings, however, he didn't believe the Board nor the community would want the addition to look like an add-on.

Chairman Herrick asked Director Walsh his thoughts on the design and if cost was not part of the equation, would he recommend it to the full Board. Walsh commented that the increased price tag is a concern and does not want to recommend to the Board to move forward until we have more specific numbers for review. Herrick agreed.

Nicoloff is recommending wood frame construction which costs less than metal frame. Chairman Herrick inquired if we could save money by reusing certain existing items such as doors windows, and the concrete pad in construction of the addition. Nicoloff indicated that we cannot be sure the doors and windows would still be usable in the new construction after deconstruction. Regarding the concrete, the existing slab is slopped to drain. New concrete would have to be poured on top of it to level it out. This becomes an adhesion problem, and over time, would break. Because new foundations would need to be set at the edges of the existing pad, the concrete would have to be broken out in those areas regardless.

Director Jahn pointed out that we need to consider how the department will operate while the addition is under construction. Nicoloff explained that a good portion of the building could still be used while under construction if the west exterior door into the EOC was used as the main entrance.

ACTION:

Nicoloff will get specific numbers from his engineers and put together a schedule of the next phases which can be discussed at the next Admin Committee meeting.

ACTION:

Chairman Herrick indicated that conceptually the Board members present all agree that this is the design they are looking for and would like to present the design, costs and schedule to the full Board on October 20. The Admin Committee will meet again prior to that Board meeting to fully vet the more specific numbers and timeline that Nicoloff comes back with.

**3. Proposed Fire Authority Personnel Management Policies and Procedures Manual**

Chairman Herrick commented that the policy is lengthy and the committee should limit discussion to questions regarding policy and should not wordsmith the document.

Chief Willis indicated that the base of this document was the CSD Personnel Policy Manual which the Fire Authority Board authorized to be used as the personnel policy manual for the new Fire Authority employees beginning July 1, until such time as a new manual could be written and approved specifically for the Fire Authority. This manual covers all Fire Authority employees including administrative staff, apprentice and paid-call fire fighters, though not all benefits apply to everyone. A lot of hours and dollars have been spent between himself, Jamie Gustason, Human Resources and BB&K labor attorney refining this document to meet Fire Authority requirements. There are no significant changes in these policies from that which the employees affected by these policies are currently experiencing.

Chief Willis stated these policies follow standard course and best practices, making note of some specific changes:

- The holiday schedule has been adjusted to get the administrative staff onto a single schedule. This was due to the fact that CSD doesn't recognize Martin Luther King Day but the City does. The decision was made that the Fire Authority will observe Martin Luther King Day.
- "Other Leave of Absence" is a new section created to provide the Fire Chief with the discretion to allow time off with or without pay on a case by case basis; for example, when employees are sent home because of a snow storm, or time off for bereavement.

Chief Willis stated that the City's personnel policies were reviewed in addition to CSD's in developing the Fire Authority's policies to create a single policy with nothing extra added. The same sections are fairly similar from policy to policy. The biggest differences relate to issues that may also be in a labor agreement through a collective bargaining process. The Fire Authority does not have an organized bargaining unit. Therefore, this is the only manual for employment through the Fire Authority and covers all Fire Authority employees.

Summary of Directors Suggestions for Additions/Changes to Manual:

- Chairman Herrick requested that once we have a Vision and Mission Statement, it be added to the cover or inside cover of the manual.
- A suggestion was made to alphabetize the Table of Contents which would make it more function, rather than by page number. Chief Willis commented that if the index is alphabetized, it will help, but still not a perfect solution. This format requires knowing the exact description to find the topic in question.

- A suggestion was made that we add an organization chart. Chief Willis indicated that because this is going to be an ordinance, the ordinance would have to be changed every time there was a change in the chart. The Fire Authority maintains an organization chart in a readily accessible and easily changeable format.

Chief Willis pointed out that we are now subscribing to a service called Lexipol. This program was born out of risk management from California Highway Patrol. This is a Gordon Graham product. Gordon Graham is a notable speaker that preaches that good risk management happens if policies are easy to understand and employees embrace and follow them. This service will allow us to craft improved policies over time by adhering to those standards. One of the biggest benefits as a subscriber of Lexipol is that they follow case law and changes in legislation. Every time there is a change in law/legislation, we will receive notice from them specifying our policies that need to be updated.

Director Jahn questioned why there cannot be a single policy manual covering the Fire Authority, CSD and City employees. Chief Willis explained that we are working towards that goal. However, until we can get one single labor unit, we will be required to have multiple policy manuals. The biggest obstacle in the process of creating a single labor unit is pension systems.

**Motion by Chairman Herrick; seconded by Director Jahn, to approve staff's recommendation, and recommend the Personnel Policies and Procedures ordinance for approval to the full Board.**

Said Motion was approved by the following vote:

AYES:	Jahn, Herrick, Walsh
NOES:	None
ABSENT:	Terry
ABSTAIN:	None

### **ADJOURNMENT**

With no further business to come before the Administrative Committee, Chairman Herrick adjourned the meeting at 3:00 p.m.

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Dawn E. Marschinke, Administrative Clerk-Fire Chief