



Big Bear Lake Fire Protection District

**BIG BEAR LAKE FIRE PROTECTION DISTRICT
REGULAR MEETING AGENDA
OCTOBER 27, 2014**

Regular Session - 1:00 p.m. – Hofert Hall, 39707 Big Bear Boulevard, Big Bear Lake

BOARD OF DIRECTORS

**CHAIRMAN BOB JACKOWSKI
VICE CHAIRMAN BILL JAHN
BOARD MEMBER DAVID CARETTO
BOARD MEMBER RICK HERRICK
BOARD MEMBER JAY OBERNOLTE**

STAFF

**FIRE CHIEF JEFF WILLIS
BATTALION CHIEF MIKE MALTBY
DISTRICT COUNSEL STEPHEN DEITSCH
CITY MANAGER JEFF MATHIEU
CHIEF OPERATIONS OFFICER KATHLEEN SMITH
BOARD SECRETARY CORINNE FLORES**

OPEN SESSION

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.

CALL TO ORDER

MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

The Fire District's Administrative Office will be closed on:

- Tuesday, November 11, 2014 in observance of Veteran's Day and will re-open on Wednesday, November 12, 2014 at 8:00 a.m.;

- Thursday, November 27 and Friday, November 28, 2014 in observance of the Thanksgiving Holiday. The Administrative Office will re-open on Monday, December 1, 2014 at 8:00 a.m.;
- Wednesday, December 24, 2014 and Thursday, December 25, 2014 in observance of the Christmas holiday; and
- Wednesday, December 31, 2014 and January 1, 2015 in observance of the New Year's holiday.

BOARD MEMBER GENERAL ANNOUNCEMENTS: Comments shall pertain to items not on the posted agenda and are limited to three minutes per Board 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 Fire District. Please note that State law prohibits the Fire District Board from taking any action on items not listed on the agenda. There is a three minute maximum time limit when addressing the Board during this time period.

CONSENT CALENDAR

- FP1. Approval of Demands – Check Issue Date 06/14/14 through 10/17/14 in the amount of \$509,084.05**
- FP2. Approval of Minutes for the Regular Meeting of June 23, 2014**
- FP3. Approval of Minutes for the Special Meeting of September 22, 2014**
- FP4. Fire District Monthly Report for June 2014**
Board consideration of receiving and filing the report.
- FP5. Fire District Monthly Report for July 2014**
Board consideration of receiving and filing the report.
- FP6. Fire District Monthly Report for August 2014**
Board consideration of receiving and filing the report.
- FP7. Fire District Monthly Report for September 2014**
Board consideration of receiving and filing the report.

ITEMS REMOVED FROM THE CONSENT CALENDAR

DISCUSSION/ACTION ITEMS

FP8. Budget Adjustment for Fiscal Year 2014/15

Board consideration of approving an adjustment to the Fiscal Year 2014/15 Fire District Budget in the amount of \$91,750.

FP9. Proposal for the Development of Schematic Design for Additional Office Space at Station 281 and the Establishment of an Ad Hoc Headquarters Design and Office Expansion Committee

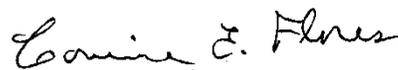
Board consideration of authorizing the Fire Chief to execute an agreement with James M. Nicoloff, Architect for the preparation of schematic design and documentation for additional office space at Station 281 in the amount of \$7,811 and the establishment of an ad hoc Headquarters Design and Office Expansion Committee to assist and provide direction to Staff for the project.

FP10. Fire District Meeting Schedule for 2015

Board consideration of approving the proposed modified 2015 meeting schedule, which includes the cancellation of the December 28, 2015 meeting.

ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California, that the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 23rd day of October, 2014.



Corinne E. Flores, Board Secretary

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



Big Bear Lake Fire Protection District

Item FP1

Checks Issued 06/14/14 through 10/17/14

Check#	Vendor/Employee	Transaction	Amount
Fire Protection District			
64351	Magnum Electronics Inc	Charging Units/Batteries (Grant Funded)	06/19/14 3,193.00
64371	Rick Herrick	Fire Board Meeting	06/26/14 100.00
64372	Robert Jackowski	Fire Board Meeting	06/26/14 100.00
64411	Lance Soll & Lunghard	Audit Services	07/03/14 804.00
64446	Alliant Insurance Services, Inc.	Crime Insurance	07/03/14 176.54
64451	Calif Joint Powers Ins Auth	Liability/Worker's Compensation Ins	07/03/14 208,584.21
64493	California State Board of Equalization	Quarterly Sales & Use Tax Remittance	07/10/14 255.44
64538	The Grizzly	Legal Notice	07/10/14 231.00
64548	Wells Fargo Equipment Finance, Inc.	Vehicle Lease Payment - July	07/10/14 682.80
64573	Big Bear City CSD	Shared Services - Min. Staffing (May)	07/25/14 15,442.50
64573	Big Bear City CSD	Shared Services - Admin. Staffing (May)	07/25/14 28,997.29
64723	Calif Joint Powers Ins Auth	All Risk Property Insurance	08/07/14 30,541.00
64724	Calif Joint Powers Ins Auth	Pollution Insurance	08/07/14 668.64
64736	Best Best & Krieger LLP	Legal Services	08/08/14 258.84
64795	Big Bear City CSD	Shared Services - Min. Staffing (June)	08/11/14 14,498.16
64795	Big Bear City CSD	Shared Services - Admin. Staffing (June)	08/11/14 22,442.18
64807	Gregory Buckner	Refurbished Defibrillator (Grant Funded)	08/12/14 10,260.00
64822	Wells Fargo Equipment Finance, Inc.	Vehicle Lease Payment - August	08/12/14 682.80
65056	Wells Fargo Equipment Finance, Inc.	Vehicle Lease Payment - September	09/12/14 682.80
65192	Farsight Technologies, Inc.	Fire Board Meeting	10/03/14 100.00
65193	Rick Herrick	Fire Board Meeting	10/03/14 100.00
65195	Robert Jackowski	Fire Board Meeting	10/03/14 100.00
65322	Kaiser Foundation Health Plan	Reimb - EMS Overpayment	10/14/14 321.00
65332	Wells Fargo Equipment Finance, Inc.	Vehicle Lease Payment - October	10/14/14 682.80
65351	Best Best & Krieger LLP	Legal Services	10/15/14 37.50
	ACH Bill Jahn	Fire Board Meeting	06/26/14 100.00
	ACH David Caretto	Fire Board Meeting	06/26/14 100.00
	ACH Bill Jahn	Fire Board Meeting	10/03/14 100.00
	ACH David Caretto	Fire Board Meeting	10/03/14 100.00
Fire Protection District Total			340,342.50
Healthy Urban Forest Initiative			
DR 1731			
65188	Charter Communications	Telephone Service	10/03/14 66.23
65194	Image 2000 Inc.	Copy Charges	10/03/14 11.19
65330	Verizon Wireless	Data Service/Cell Phone	10/14/14 47.73
DR 1731 Total			125.15
LPDM 08 - Shake Shingle Project Phase PJ02			
64346	Lawrence or Sandra Hierholzer	Shake Shingle Roof Replacement	06/19/14 4,500.00
64350	Ann Stocker Lanham	Shake Shingle Roof Replacement	06/19/14 4,500.00
64352	Edward or Kathryn Mauritz	Shake Shingle Roof Replacement	06/19/14 4,500.00
64355	Michael or Patricia Salisbury	Shake Shingle Roof Replacement	06/19/14 4,500.00
64373	David & Monique LeRoy	Shake Shingle Roof Replacement	06/26/14 2,412.00
64420	OnTrac	Shipping Charges	07/03/14 9.29
64465	Big Bear Valley Rec & Parks District	Shake Shingle Roof Replacement	07/03/14 4,375.00
64473	Charter Communications	Telephone Service	07/03/14 97.09
64479	Image 2000 Inc.	Copy Charges	07/03/14 89.66
64515	Edward or Judy Castaldi	Shake Shingle Roof Replacement	07/10/14 3,692.50
64516	Edward or Judy Castaldi	Shake Shingle Roof Replacement	07/10/14 4,410.00
64517	JE or Alfonse Castaldi	Shake Shingle Roof Replacement	07/10/14 1,176.00
64530	Paul or Valerie Dufourd	Shake Shingle Roof Replacement	07/10/14 4,500.00



Big Bear Lake Fire Protection District

Item FP1

Checks Issued 06/14/14 through 10/17/14

Check#	Vendor/Employee	Transaction		Amount
64533	ExpeData LLC	Natural Forms License Fee	07/10/14	139.86
64539	John Hartshorne	Shake Shingle Roof Replacement	07/10/14	2,275.00
64543	Lynn or Ginny Ortlieb	Shake Shingle Roof Replacement	07/10/14	4,500.00
64559	John & Dorene Perkins	Shake Shingle Roof Replacement	07/15/14	4,500.00
64585	John and Cheryl Imlay	Shake Shingle Roof Replacement	07/25/14	4,500.00
64591	Daniel Ross and Rosa Sanchez	Shake Shingle Roof Replacement	07/25/14	3,216.00
64592	Richard and Lori Soares	Shake Shingle Roof Replacement	07/25/14	4,500.00
64680	Image 2000 Inc.	Copy Charges	07/25/14	37.55
64697	Bernard or Yvette Brassie	Shake Shingle Roof Replacement	07/31/14	3,556.00
64698	Charter Communications	Telephone Service	07/31/14	63.90
64777	OnTrac	Shipping Charges	08/08/14	10.96
64853	Verizon Wireless	Data Service/Cell Phone	08/15/14	134.69
65005	Charter Communications	Telephone Service	09/03/14	63.91
65007	Image 2000 Inc.	Copy Charges	09/03/14	3.01
65037	Steven Barber	Shake Shingle Roof Replacement	09/12/14	3,640.00
65050	David & Monique LeRoy	Shake Shingle Roof Replacement	09/12/14	3,850.00
65081	OnTrac	Shipping	09/15/14	9.27
65111	Rosabel Young	Shake Shingle Roof Replacement	09/15/14	4,500.00
LPDM 08 Shake Shingle Project Phase PJ02 Total				78,261.69
LPDM 08 - Shake Shingle Project Phase PJ15				
64533	ExpeData LLC	Natural Forms License Fee	07/10/14	289.71
64566	US Bank Corporate Payment Systems	Chargers for iPads	07/21/14	64.78
64680	Image 2000 Inc.	Copy Charges	07/25/14	18.55
64698	Charter Communications	Telephone Service	07/31/14	63.90
64847	Mi Kyoung Kim & Soo Do Cho	Shake Shingle Roof Replacement	08/15/14	2,065.00
64850	Roy & Eleanor Rosedale	Shake Shingle Roof Replacement	08/15/14	4,500.00
64919	Alice L. Altier Trust	Shake Shingle Roof Replacement	08/29/14	3,810.00
64922	Martin Crawford	Shake Shingle Roof Replacement	08/29/14	4,046.00
64936	Ruben and Sagrario Pasillas	Shake Shingle Roof Replacement	08/29/14	4,500.00
65005	Charter Communications	Telephone Service	09/03/14	63.91
65007	Image 2000 Inc.	Copy Charges	09/03/14	50.55
65054	David Sweeney	Shake Shingle Roof Replacement	09/12/14	4,500.00
65109	Verizon Wireless	Data Service/Cell Phone	09/15/14	138.14
65133	Lomen Trust	Shake Shingle Roof Replacement	09/23/14	4,500.00
65141	Frederick & Arlene Grabau	Shake Shingle Roof Replacement	09/24/14	4,500.00
65154	Brewer Family Trust	Shake Shingle Roof Replacement	09/24/14	4,288.00
65187	Patrick and Marjorie Bennett	Shake Shingle Roof Replacement	10/03/14	4,500.00
65188	Charter Communications	Telephone Service	10/03/14	66.24
65194	Image 2000 Inc.	Copy Charges	10/03/14	81.06
65282	Jeff and Lorene Berry	Shake Shingle Roof Replacement	10/06/14	4,500.00
65295	Hilde Stephens	Shake Shingle Roof Replacement	10/06/14	4,500.00
65310	Terry D. Arnold Trustee	Shake Shingle Roof Replacement	10/14/14	2,968.00
65314	Douglas & Victoria Bjork	Shake Shingle Roof Replacement	10/14/14	3,808.00
65318	Darald Erickson	Shake Shingle Roof Replacement	10/14/14	2,816.00
65324	Grace McKean	Shake Shingle Roof Replacement	10/14/14	4,500.00
65330	Verizon Wireless	Data Service/Cell Phone	10/14/14	89.64
65331	Kenneth & Donna Ward	Shake Shingle Roof Replacement	10/14/14	4,500.00
65389	OnTrac	Shipping	10/15/14	11.77
LPDM 08 Shake Shingle Project Phase PJ15 Total				69,739.25
Curbside Chipping				
64385	Zhappo Studios	Redesign Website	06/26/14	2,300.00



Big Bear Lake Fire Protection District

Item FP1

Checks Issued 06/14/14 through 10/17/14

Check#	Vendor/Employee	Transaction		Amount
64467	A-1 Metal Products, Inc.	Retrofit Foundation Vents	07/03/14	102.16
64473	Charter Communications	Telephone Service	07/03/14	97.09
64479	Image 2000 Inc.	Copy Charges	07/03/14	7.64
64577	Bear Valley Printing Inc	Chipper Hotline Business Cards	07/25/14	118.80
64580	Chris Teele Construction	Chipping Services	07/25/14	850.00
64673	Petty Cash	Xeriscape/Firewise Tour Expense	07/25/14	80.00
64680	Image 2000 Inc.	Copy Charges	07/25/14	8.74
64698	Charter Communications	Telephone Service	07/31/14	63.92
64833	US Bank Corporate Payment Systems	Xeriscape/Firewise Tour Expense	08/15/14	14.95
64839	Bear Valley Printing Inc	Chipper Hotline Business Cards	08/15/14	33.25
64853	Verizon Wireless	Cell Phone	08/15/14	16.34
64891	Butchers Blocks & Building Materials	Supplies	08/27/14	15.10
64892	Bear Valley Tree Care, Inc.	Chipping Services	08/27/14	372.00
64893	Chris Teele Construction	Chipping Services	08/27/14	900.00
64900	Porter's Firewood	Chipping Services	08/27/14	2,125.00
64905	Billy Wormsbecker	Chipping Signs for Trucks	08/27/14	880.00
64951	Best Best & Krieger LLP	Legal Services	08/29/14	492.50
65005	Charter Communications	Telephone Service	09/03/14	63.90
65006	Chris Teele Construction	Chipping Services	09/03/14	500.00
65007	Image 2000 Inc.	Copy Charges	09/03/14	9.75
65008	Porter's Firewood	Chipping Services	09/03/14	625.00
65042	Chris Teele Construction	Chipping Services	09/12/14	1,500.00
65096	Bear Valley Tree Care, Inc.	Chipping Services	09/15/14	2,139.00
65103	Porter's Firewood	Chipping Services	09/15/14	2,062.50
65109	Verizon Wireless	Cell Phone	09/15/14	21.43
65139	Bear Valley Tree Care, Inc.	Chipping Services	09/24/14	992.00
65161	Porter's Firewood	Chipping Services	09/24/14	1,625.00
65188	Charter Communications	Telephone Service	10/03/14	66.24
65189	Chris Teele Construction	Chipping Services	10/03/14	1,100.00
65194	Image 2000 Inc.	Copy Charges	10/03/14	15.43
65285	Chris Teele Construction	Chipping Services	10/06/14	400.00
65325	Porter's Firewood	Chipping Services	10/14/14	1,000.00
65330	Verizon Wireless	Cell Phone	10/14/14	17.72
			Curbside Chipping Total	20,615.46
			Healthy Urban Forest Initiative Total	168,741.55

**BIG BEAR LAKE FIRE PROTECTION DISTRICT
MINUTES FOR THE MEETING OF
JUNE 23, 2014**

A Regular Meeting of the Big Bear Lake Fire Protection District was called to order by Chairman Jackowski at 1:00 p.m., Monday, June 23, 2014, at 39707 Big Bear Boulevard, Big Bear Lake, California.

Moment of Silence: Observed

Pledge of Allegiance: Led by Vice Chairman Bill Jahn

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

Board Members Excused: Board Member Jay Obernolte

Others Present: Jeff Willis, Fire Chief
Mike Maltby, Battalion Chief
Kathleen Smith, Chief Operations Officer
Corinne Flores, Board Secretary

ANNOUNCEMENT

The Fire District Administrative Office will be closed on Friday, July 4, 2014 in observance of the Fourth of July.

BOARD MEMBER GENERAL ANNOUNCEMENTS

Vice Chairman Jahn stated he and the Chief Willis testified at the Local Agency Formation Commission (LAFCO) board meeting on June 18, 2014 in support of the proposed Baldwin Lake Volunteer Fire Department annexation into the Big Bear City Community Services District for fire protection and emergency medical response. LAFCO approved the item unanimously.

PUBLIC COMMUNICATIONS

None.

CONSENT CALENDAR

Motion by Vice Chairman Jahn; seconded by Board Member Caretto to approve the Consent Calendar as follows:

FP1. Approval of Demands – Check Issue Date 04/19/14 through 06/13/14 in the amount of \$116,818.86

Approved.

FP2. Approval of Minutes for the Regular Meeting of April 28, 2014

Approved.

FP3. Fire District Monthly Statistical Report for April 2014

Received and filed.

FP4. Fire District Monthly Report for May 2014

Received and filed.

FP5. Changes to Fire Administrative Staff

Board consideration of adopting resolutions approving the job descriptions and corresponding salary ranges for the Administrative Assistant – Fire Chief and Administrative Specialist – Fire positions.

This item was removed from the Consent Calendar for separate discussion.

FP6. Proposed Resolution Adopting a Statement of Investment Policy for Fiscal Year 2014/15

Board consideration of adopting a resolution adopting the Statement of Investment Policy for Fiscal Year 2014/15.

Adopted the following resolution, entitled:

RESOLUTION NO. FP2014-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR LAKE FIRE PROTECTION DISTRICT, A SUBSIDIARY FIRE PROTECTION DISTRICT OF THE CITY OF BIG BEAR LAKE, COUNTY OF SAN BERNARDINO,

STATE OF CALIFORNIA, ADOPTING THE STATEMENT OF
INVESTMENT POLICY FOR FISCAL YEAR 2014/15

**FP7. Proposed Resolution Adopting the Fiscal Year 2014/15 Appropriations Limit
for the Big Bear Lake Fire Protection District**

Board consideration of adopting a resolution establishing the Appropriations
Limit for Fiscal Year 2014/15.

Adopted the following resolution, entitled:

RESOLUTION NO. FP2014-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BIG BEAR LAKE FIRE PROTECTION DISTRICT, A
SUBSIDIARY FIRE PROTECTION DISTRICT OF THE CITY
OF BIG BEAR LAKE, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, ESTABLISHING THE
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014/15 FOR
THE BIG BEAR LAKE FIRE PROTECTION DISTRICT IN
ACCORDANCE WITH PROVISIONS OF DIVISION 9 OF
TITLE 1 OF THE CALIFORNIA GOVERNMENT CODE

The balance of the Consent Calendar was approved by the following vote:

AYES: Herrick, Caretto, Jahn, Jackowski
NOES: None
ABSENT: Obernolte
ABSTAIN: None

ITEMS REMOVED FROM THE CONSENT CALENDAR

FP5. Changes to Fire Administrative Staff

Board consideration of adopting resolutions approving the job descriptions and
corresponding salary ranges for the Administrative Assistant – Fire Chief and
Administrative Specialist – Fire positions.

Board Member Caretto asked questions regarding education/experience
requirements for the two job descriptions.

Chief Willis addressed the questions.

Motion by Board Member Caretto; seconded by Board Member Herrick, to adopt the following Resolutions entitled:

RESOLUTION NO. FP2014-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR LAKE FIRE PROTECTION DISTRICT, A SUBSIDIARY FIRE PROTECTION DISTRICT OF THE CITY OF BIG BEAR LAKE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE JOB DESCRIPTION AND SALARY RANGE FOR ADMINISTRATIVE ASSISTANT - FIRE CHIEF

and;

RESOLUTION NO. FP2014-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEAR LAKE FIRE PROTECTION DISTRICT, A SUBSIDIARY FIRE PROTECTION DISTRICT OF THE CITY OF BIG BEAR LAKE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADOPTING THE JOB DESCRIPTION AND SALARY RANGE FOR ADMINISTRATIVE SPECIALIST - FIRE

Said Motion was approved by the following vote:

AYES: Caretto, Herrick, Jahn, Jackowski
NOES: None
ABSENT: Obernolte
ABSTAIN: None

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 District at or before the public meeting.

FP8. Proposed Resolution to Adopt the Fiscal Year 2014/15 Big Bear Lake Fire Protection District Budget

Board consideration of conducting a public hearing and adopting a resolution adopting the Fiscal Year 2014/15 Big Bear Lake Fire Protection District Budget.

Chief Willis provided a short Power Point presentation of the budget highlights. He complimented the Finance Departments of the Big Bear City Community Services District, Fire District, and City staff, which helps the Fire District manage and build the Fire Authority budget. He also gave special thanks to the Fire District Ad Hoc Finance Committee members, Chairman Jackowski and Vice Chairman Jahn, for their contributions.

Board Member Herrick asked if sharing positions through the Fire Authority is helping to keep the cost of overtime down. Chief Willis responded yes, with the addition of the Apprentice Firefighter positions.

Board Member Herrick stated the overall mission of the Fire Authority is to reduce cost by merging fire departments. He stated, in general, he doesn't see the cost savings in the budget and asked if there is a particular number Staff is projecting the Fire Authority is saving the Fire District this year. Chief Willis responded this was discussed at a previous Board meeting, but he couldn't remember the specific amount. However, the merger is lowering cost regarding Fire Department operations. He stated three years ago when Staff started to crunch cost, expenses have continued to escalate. He cited insurance as an example. He further stated that Staff has contained cost during the three year period.

At the hour of 1:16 p.m., Chairman Jackowski opened the public hearing. Hearing no comment, the public hearing was closed at the hour of 1:17 p.m.

Motion by Board Member Caretto; seconded by Vice Chairman Jahn, to adopt the following Resolution entitled:

RESOLUTION NO. FP2014-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BIG BEAR LAKE FIRE PROTECTION DISTRICT, A
SUBSIDIARY FIRE PROTECTION DISTRICT OF THE CITY
OF BIG BEAR LAKE, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, ADOPTING THE BIG BEAR LAKE
FIRE PROTECTION DISTRICT APPROVED BUDGET FOR
FISCAL YEAR 2014-15

Said Motion was approved by the following vote:

AYES: Caretto, Herrick, Jahn, Jackowski
NOES: None
ABSENT: Obernolte

ABSTAIN: None

Chairman Jackowski commended everyone involved in the budget process as it has been a tough couple years of budgets for Staff, both at the City and the Fire District. He stated it has been complex and difficult to deal with, and he expressed his thanks.

BOARD MEMBER CLOSING COMMENTS

None.

DISCUSSION/ACTION ITEMS

None.

ADJOURNMENT

Chairman Jackowski wished everyone a happy and safe Fourth of July. There being no further business to come before the Fire Protection District at this session, Chairman Jackowski adjourned the meeting at 1:18 p.m.

Corinne E. Flores
Board Secretary

**BIG BEAR LAKE FIRE PROTECTION DISTRICT
MINUTES FOR THE MEETING OF
SEPTEMBER 22, 2014**

A Special Meeting of the Big Bear Lake Fire Protection District was called to order by Chairman Jackowski at 4:32 p.m., Monday, September 22, 2014, at the Civic Center, 39707 Big Bear Boulevard, Big Bear Lake, California.

Board Members Present: Chairman Bob Jackowski
 Vice Chairman Bill Jahn
 Board Member David Caretto
 Board Member Rick Herrick
 Board Member Jay Obernolte

Board Members Excused: None

OPEN SESSION:

PUBLIC COMMUNICATIONS:

None.

At the hour of 4:33 p.m., Fire Board adjourned to Closed Session.

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Government Code Section 54957
 Title of Position: Fire Chief
2. CONFERENCE WITH LABOR NEGOTIATOR – Pursuant to Government Code Section 54957.6
 Agency Negotiator: Fire District Board
 Unrepresented Employee: Fire Chief

At the hour of 5:34 p.m., the Fire Board reconvened to Open Session.

RESULTS OF CLOSED SESSION:

No reportable action.

ADJOURNMENT:

There being no further business to come before the Fire Protection District at this session, Chairman Jackowski adjourned the meeting at 5:34 p.m.

Corinne E. Flores, Board Secretary

**INTEROFFICE MEMO****FIRE DEPARTMENT**

DATE: July 10, 2014

TO: Chairman and Members of the Fire Board

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Corinne E. Flores, Administrative Assistant *CF*

SUBJECT: **FIRE DEPARTMENT UPDATE – JUNE 2014**

1. SERVICE DELIVERY

		Current Month	Calendar Year to Date
a.	Fire Calls, Hazardous Condns., Serv. Calls	60	363
b.	Rescue/Medical Calls	148	1,049
c.	Training Class Summary	94.5	722.52
d.	DRC Reviews	1	18
e.	Fire Flow Reviews	0	1

2. COMMUNITY RELATIONS

- 2.1 June 5 – Firefighter/Paramedic Whitmore taught a CPR/AED class for 3 students.
- 2.2 June 7 – Apprentice Firefighter/EMT Covarrubio and PCF Sutherland provided a public First Aid class to five students.
- 2.3 June 9 – members of the Fire Department attended the Community Emergency Response Team (CERT) fundraiser at Sonora Cantina.
- 2.4 June 9 – Chief Willis was a guest speaker at the AARP meeting held at the Senior Citizens Center.
- 2.5 June 14 – the Fire Department participated in the Old Miners Association & Village Business Association 2014 Big Bear Heritage Parade. Riding on an antique fire engine were Directors Green and Newsome and their spouses. The Miss Clementine Pageant followed.
- 2.6 June 25 – the Big Bear Professional Firefighters hosted a Guns & Hoses First Responders Blood Drive in the Von's parking lot.

- 2.7 June – through the Give BIG San Bernardino County 24-hour web-a-thon, Chief Willis and others gave donations to the Fire & Burn Foundation that resulted in raising \$3,790 for this organization. Attached is a thank you letter.
- 2.8 June – several members of the Fire Department have challenged each other to the 24-Hour Cold Water Challenge, which involves plunging oneself into a body of freezing water (or having it dumped on you). After completing the challenge, the challenger may now name more people who must do a Cold Water Challenge and donate \$50 to the National Fallen Firefighters Association. Those who do not comply with the Cold Water Challenge within the 24-hour time limit are expected to pay a \$100 charitable donation.

3. OPERATIONS

- 3.1 Chief Willis and/or Battalion Chief Maltby attended the following meetings during the reporting month:
 - CSD Board – June 2 and 16
 - Fire District – June 23
 - Fire Authority Board – June 3
 - Departmental Administrative Staff meeting – June 11
 - Baldwin Lake Annexation meetings – LAFCO Hearing June 18
 - Big Bear Lake City Council – June 9 and 23
- 3.2 June 10 – Chief Willis and Battalion Chief Maltby attended the bi-monthly meeting of Mountain Mutual Aid.
- 3.3 June 11 – Battalion Chief Harold attended the monthly meeting of the San Bernardino County Fire Chiefs' Association, EMS Officers Section.
- 3.4 June 12 – Battalion Chief Harold attended the monthly meeting of the San Bernardino County Fire Chiefs' Association, Training Officers Section.
- 3.5 June 17 – Chief Willis attended the monthly General Managers luncheon.
- 3.6 June 17, 19 and 21 – Battalion Chief Harold facilitated a multi agency wildland refresher course for the USFS, County Fire, Baldwin Lake Volunteer Fire Department, and the Big Bear Fire Department.
- 3.7 June 19 – Battalion Chief Maltby conducted a pre-planning Incident Action Plan meeting in readiness of the 4th of July holiday. Battalion Chief Harold was also in attendance. Participating agencies included: Sheriff's Office, Fish and Game, Municipal Water District, City Code Enforcement/Public Works, County Fire, USFS, etc.
- 3.8 June 24 – Fire Fuels Program Supervisor Yegge conducted a defensible space workshop for landscapers, handymen, etc. to inform attendees of the new fire

regulations, methods for protecting nesting birds and environmentally sensitive and protected plants as well as erosion control measures.

- 3.9 June 24 – Chief Willis attended the monthly Confire JPA Administrative Committee meeting.
- 3.10 June 26 – Chief Willis attended the monthly meeting of the San Bernardino County Fire Chiefs' Association at the Mount Baldy Fire Department.

4. HEALTH AND SAFETY

Nothing to report.

5. PERSONNEL

- 5.1 June 15, 16, 20 and 26 – Battalion Chief Harold, Safety Coordinator Bruinsma, Engineer Wagner, and Firefighter/Paramedics Whitmore and Crane conducted interviews for twenty-four Paid Call Firefighter candidates.
- 5.2 June 28 – Joey Webb promoted from Apprentice Firefighter/Paramedic to Firefighter/Paramedic. Congratulations!
- 5.3 June – the Fire Department is in open recruitment for Apprentice Firefighter/Paramedic. Application deadline is July 16, 2014.

6. ADMINISTRATIVE STAFF TRAINING/CONFERENCES/SEMINARS

- 6.1 June 4 – Administrative Assistant Flores attended a Best Best & Krieger training for Updating the Conflict of Interest Code.

7. MISCELLANEOUS

- 7.1 June 3 – Stations-282 (Sawmill Station) and -283 (Sugarloaf Station) were utilized for voting by the Elections Office of the Registrar of Voters for the June 3, 2014 statewide primary election.
- 7.2 June 12 – Chief Willis was nominated and selected to receive a SANBAG Visioning Award at the 2014 4th Annual SANBAG General Assembly. SANBAG brings recognition to visionary leaders in the community that rise above boundaries and affect positive change at a local and regional level. Chief Willis was recognized for his commitment to the community through the formation of the Big Bear Fire Authority, which is recognized as a great step in the right direction towards consolidated fire service for Big Bear Valley. In addition to the attached program insert summarizing Chief Willis' accomplishments is a message from the SANBAG President, Bill Jahn, Vice Chairman for the Fire Authority and Fire District.

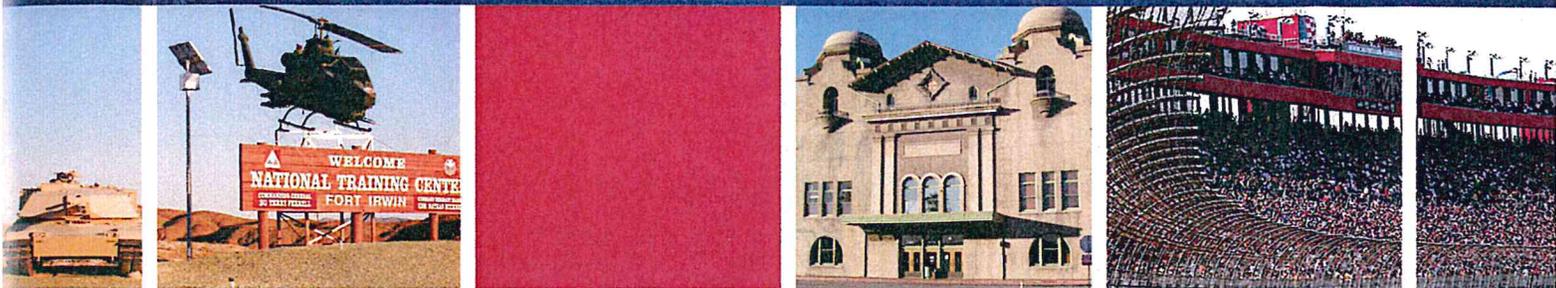
- 7.3 June 14 to 21 – Engineer McElfish was assigned to the Shirley Fire in the Kern River area under a National Type 1 Incident Management Team as a Team 3 Air Support Group Supervisor. Approximately 2,750 acres were burned. Besides providing normal helibase support, he also helped establish a mobile retardant plant and night helicopter operations in conjunction with Air Ops and a second Air Support to provide logistical needs to the two helibases and tanker bases.

/cef

Copy of Training Class Summary by Category

Class Date Between {06/01/2014} And {06/30/2014}

Category	Classes	Pct of Classes	Hours	Pct of Hours
14PF FIRE TRAINING SHIFTS [3 REQUIRED]	1	2.70%	12.00	12.69%
AB.8 Uniforms	1	2.70%	1.00	1.05%
AB14 Satation Computer & Software	1	2.70%	0.50	0.52%
AB18 Radios & Pagers	2	5.40%	1.50	1.58%
AB23 Wildland Fire Fighting	1	2.70%	0.25	0.26%
AB27 Hose Evolutions	2	5.40%	1.50	1.58%
AB28 Fuel Pump Operations	1	2.70%	0.25	0.26%
CB.7 Fire Investigation	1	2.70%	1.00	1.05%
CB.9 Disaster Plans	1	2.70%	1.00	1.05%
CB12 Target Hazards	1	2.70%	1.00	1.05%
CB13 Introduction to Pre-Incident Planning	1	2.70%	1.00	1.05%
CSD7 Fire Extinguisher Training	1	2.70%	2.00	2.11%
EMS D PEER REVIEW	8	21.62%	14.50	15.34%
EVOLUTIONS ENGINE CO EVOLUTIONS	2	5.40%	10.00	10.58%
FF1A FIRE SERVICE ORG. AND RESPONSABILITY	1	2.70%	1.50	1.58%
FF1G ROPES, KNOTS AMD HITCHES	1	2.70%	2.00	2.11%
FF1I GROUND LADDERS	1	2.70%	1.00	1.05%
FF1K RESCUE	2	5.40%	4.00	4.23%
FF1T WILDLAND FIRE FIGHTING	1	2.70%	6.50	6.87%
LEG A Documentation/Computer entries	1	2.70%	1.50	1.58%
RADIO HT OPERATIONS	1	2.70%	3.00	3.17%
SKI A Assessment (Patient)	1	2.70%	3.00	3.17%
SKI T EMS Skills / Assesment Testing	1	2.70%	0.50	0.52%
WLREF WILDLAND ANNUAL REFRESHER	3	8.10%	24.00	25.39%
Totals	37		94.50	

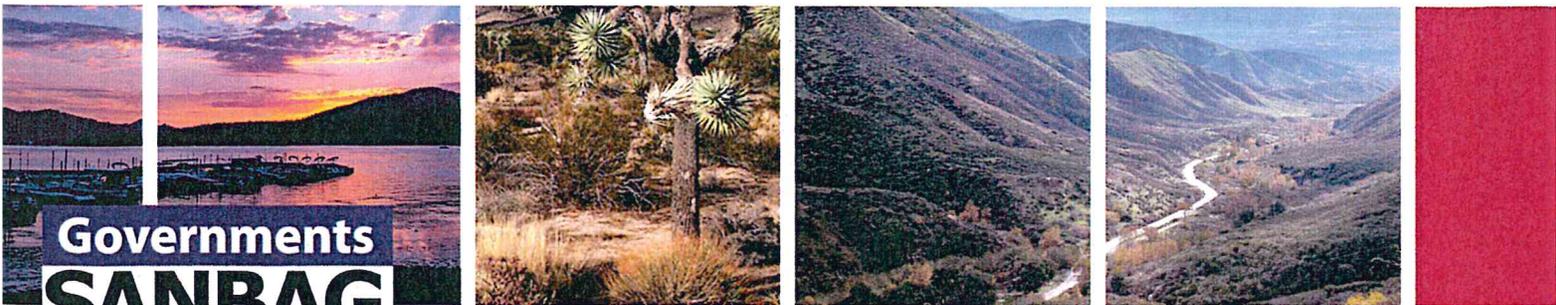


2014

4th Annual
SANBAG GENERAL ASSEMBLY



WORKING TOGETHER  *Visioning Tomorrow*



Governments
SANBAG
Working Together

June 12, 2014 | Citizens Business Bank Arena

WELCOME

Welcome to the 4th Annual San Bernardino Associated Governments (SANBAG) General Assembly, where we have come together to celebrate the past year's successes and the agency's 41 years in existence.

It was an honor and a privilege to serve as the President of SANBAG during Fiscal Year 2013-2014. And what a remarkable year it was -- both for the organization and for me personally. I was excited to speak on behalf of the SANBAG Board of Directors at nine project groundbreaking ceremonies, nine project dedications, the launch of two alternative fuel stations and the HERO Program, several forums and workshops, and numerous other special events.

I am grateful to my fellow members of the SANBAG Board of Directors for selecting me as their president this year. Your teamwork was astonishing, as we evaluated each new challenge as a group and made wise decisions that were equitable and beneficial to the common good.

My appreciation also goes back to the voters in the City of Big Bear Lake, who elected me to their City Council, and to my fellow council members who selected me to represent the city on the SANBAG Board. The monthly collaboration with elected officials from all regions of the county broadens all of our perspectives as we become part of something bigger than our cities alone. Together, we identify a variety of needs throughout a diverse and expansive San Bernardino County.

This Assembly gives each of us the opportunity to stop and reflect on the accomplishments and progress we have made as an agency, composed of 24 incorporated cities and five supervisorial districts. I have been impressed by the respect shown by Board Members for one another's thoughts and opinions.

SANBAG's interaction with regional, state, and federal agencies and advocating to our Legislators demonstrates democracy in action. SANBAG is truly the epitome of **"Governments Working Together."**

Bill Jahn, SANBAG President
Council Member,
City of Big Bear Lake



VISIONING AWARD NOMINEES

Sophie Steeno, Owner of Steeno Design Studio



Sophie Steeno is a member of the High Desert Community Advisory Group (CAG) for the I-10 and I-15 Corridor Projects. Sophie has been involved with High Desert CAG from its inception and has provided invaluable input during the planning process. Sophie's involvement in the High Desert CAG has made her the person of contact for the City of Hesperia. Sophie has been a long standing member of the community and she understands the needs and vision of the City of Hesperia. Residents, the Mayor, Council Members, and staff at the City of Hesperia rely and trust her to provide accurate and timely information, clarification, and updates about the I-15 Corridor Project. Through Sophie's efforts, residents have become more aware of government processes and are more active in attending City Council Meetings and participating in various local activities such as the annual Hesperia Days celebration.

Chief Jeff Willis, Big Bear Fire



Chief Jeff Willis, of the Big Bear Fire Department, has demonstrated his commitment to the community through the formation of the Big Bear Fire Authority. As the forefront of this merger, Chief Willis led two separate organizations, the Big Bear City Community Services District and the Big Bear Lake Fire Protection District, through the rigorous process of forming a Joint Powers Authority (JPA) resulting in one administration to provide fire and medical services for the entire Big Bear Valley. In addition to the merging of facilities and equipment, adjustments were made in the redistribution of fire personnel and equipment. This not only resulted in a better balance of departmental response capabilities, but also realized a substantial cost-savings. Through his leadership, Chief Willis has also fostered more intra-agency collaboration, setting forth the forum for more group efforts and better partnerships in the Big Bear Valley through identifying and achieving common goals and objectives; an impact that will last far beyond his legacy as a 30-year career public servant.





**FIRE & BURN
FOUNDATION**

PREVENTION • EDUCATION • SUPPORT

EXECUTIVE BOARD

President
Robert Visconti
The Gas Company

Vice President
Chief Jeff Frazier
Redlands Fire Department

Chief Financial Officer
Terry Koeper
Director-CHC Fire Academy

Secretary
Tom Brickley
Brickley Environmental

BOARD MEMBERS

Andrew Maiorano
Best Best & Krieger LLP

Chief Peter Brierty
Retired, San Bernardino Fire
Marshal

Adrian Hyatt-Ward
Hyatt-Ward Advertising, Inc.

Chief David Waltemeyer
Retired, Corona Fire
Department

Chief Michael Smith
San Manuel Fire Department

Captain Thomas Jay
Riverside Fire Department

Chief Dennis Ellison
CA Rehab Center

Ray Flores
Corona Fire Department

Dan Lundmark
Lundmark New Media

Frank Montes
Inland Body and Paint Ctr.

Lieutenant Tim O'Connell
San Bernardino Co. Sheriff

Sheri Earley
Orange Coast Title

Brian "Scott" Bates
Bates Auto Body

Joel Hendriks
Prospect Financial Services

ADVISORY BOARD

Adrian Martinez, RN
ARMC Burn Unit

Dr. Dev Gnanadev
ARMC Surgical Director

Tom Addis III
CEO, PGA of So. CA

Vincent Haydel
Southern California Edison

Dr. Victor Joe
UCI Medical Center
Department of Surgery

William "Bud" Korn
Southern California Edison

May 12, 2014

Jeff Willis
430 W Fairway Blvd
Big Bear City, CA 92314

Dear Chief Willis,

Thank you for supporting the Fire & Burn Foundation's programs and services through the Give BIG San Bernardino County 24-hour web-a-thon. Your generous donation of \$10.00 contributed to our grand total of \$3,790! The Give BIG initiative, the first of its kind for San Bernardino County, raised \$548,214 benefitting 250 nonprofits serving this region.

For over 10 years the Fire & Burn Foundation has been delivering fire and burn prevention education to children, adults, care givers, schools, and more, all across San Bernardino and Riverside Counties. We have recently expanded into Mono and Inyo Counties increasing the number of burn survivors and their families seeking assistance from the Foundation. Your support will ensure that we can meet this demand, which includes our Youth Camp, designed specifically to meet the needs of our burn-injured children.

Support from caring people like you is why the Fire & Burn Foundation can continue to provide a high-level of assistance to those who need it – at a time when they need it the most.

On behalf of the families and communities that will benefit from your support, thank you for your dedication and commitment.

Sincerely,

Jeanne Terwilliger
Director of Operations

*Thank you SO
much for supporting
us & Give BIG!*

Please note for tax purposes: We can affirm that no benefits were received as a result of your gift; therefore, the full amount of your gift is tax deductible. Please consult your tax advisor regarding the laws that govern your donations. Tax ID # 05-0552671

RECEIVED

Serving our Community Since 2002

JUN 05 2014

TO BEAR LAKE FIRE DEPT.

**INTEROFFICE MEMO****FIRE DEPARTMENT**

DATE: August 11, 2014

TO: Chairman and Members of the Fire Board

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Corinne E. Flores, Administrative Assistant *CF*

SUBJECT: **FIRE DEPARTMENT UPDATE – JULY 2014**

1. SERVICE DELIVERY

		Current Month	Calendar Year to Date
a.	Fire Calls, Hazardous Condns., Serv. Calls	60	423
b.	Rescue/Medical Calls	148	1,107
c.	Training Class Summary	73.25	795.77
d.	DRC Reviews	1	19
e.	Fire Flow Reviews	1	2

2. COMMUNITY RELATIONS

- 2.1 July 10 – “C” Shift-281 provided a station tour to a visiting family to Big Bear.
- 2.2 July 15 – Fire personnel and their spouses were the guests of the Elks Lodge for Firefighters Appreciation Night. Following a spaghetti dinner, Chief Willis announced Firefighter/Paramedic Bobby Whitmore as 2014 Firefighter of the Year. FF/PM Whitmore began his fire career as a Fire Explorer with the Big Bear City Fire Department. His contributions include the following: Explorer Post Advisor, CERT Instructor, CPR Instructor, Paid Call Firefighter Academy Instructor, ACLS Instructor, and participation in the development of the Fire Department’s Ladder Training Manual.
- 2.3 July 19 – Fire personnel participated in the annual Doo Dah Parade in Fawnskin, which was sponsored by the Big Bear Moose Lodge.
- 2.4 July 19 – Fire Fuels Program Supv. Yegge and Admin. Specialist Gustason participated in the 12th annual Xeriscape Garden Tour, hosted by the Sierra Club.
- 2.5 July 29 – Chief Willis was interviewed by Kat Sawyer of KBHR. Topics included: fire safety tips, the outlook for fire season, and a status of the organization.

- 2.6 July – Chief Willis received a thank you note from Julie Smith, a teacher at Big Bear High School, thanking him for speaking to her Environmental Science class about wildland fire as it relates to the eco system.

3. OPERATIONS

- 3.1 Chief Willis and/or Battalion Chief Maltby attended the following meetings during the reporting month:
- CSD Board – July 21
 - Departmental Administrative Staff meeting – July 15
 - Big Bear Lake City Council – July 14
- 3.2 July 1 – Fire Fuels Program Supv. Yegge conducted a defensible space workshop for nine landscapers, handymen, etc. to inform attendees of the new fire regulations, methods for protecting nesting birds and environmentally sensitive and protected plants as well as erosion control measures.
- 3.3 July 9 – Battalion Chief Maltby and Fire Fuels Program Supv. Yegge met with Building Official Phil Mosley for an update regarding properties with wood shake shingle roofs and possible future appeals.
- 3.4 July 9 – Battalion Chief Parham attended the monthly meeting of the San Bernardino County Fire Chiefs’ Association, EMS Officers Section.
- 3.5 July 21 – Chief Willis attended the Management Team meeting at the CSD.
- 3.6 July 22 – Chief Willis attended the monthly Confire Administrative Committee meeting at the Loma Linda Fire Department.
- 3.7 July 24 – Chief Willis attended the monthly meeting of the San Bernardino County Fire Chiefs’ Association held at the Redlands Fire Department.
- 3.8 July – Due to the paving project from Greenway and Big Bear Boulevard, down Highway 38 to Angeles Oaks, an additional emergency vehicle was placed at Station-283 (Sugarloaf fire station) in an effort to reduce having emergency vehicles pass through the construction zone.

4. HEALTH AND SAFETY

- 4.1 Safety Coordinator Bruinsma provided the following training to CSD employees:
- Resolve Conflict Before it Escalates into Violence – July 3
 - Respirator Certification – July 10
 - Driving Safety in Reverse – July 17
 - Cell Phone Distractions Don’t End Once Your Car is Parked – July 24
 - Looking Out for Your Employer (safety talk) – July 31

- 4.2 Safety Coordinator Bruinsma is working on: a pepper spray policy; security system for the District office and Paradise Yard.
- 4.3 Safety Coordinator Bruinsma is scheduling fire extinguisher service for the CSD and fire stations.

5. PERSONNEL

- 5.1 July 1 – Greg Robinson promoted to the position of Fire Captain for B-Shift. His nearly 30 years experience in the fire service will be a great contribution to the organization in his new role as a supervisor. Congratulations, Greg!
- 5.2 July 5 – Norman Dykesten promoted to the position of Fire Engineer. Congratulations, Norman!
- 5.3 July 28 - A written exam was given for the position of Apprentice Firefighter/Paramedic.
- 5.4 July 31 – open recruitment for the position of Fire Engineer.

6. ADMINISTRATIVE STAFF TRAINING/CONFERENCES/SEMINARS

Nothing to report.

7. MISCELLANEOUS

- 7.1 May – Fire personnel participated in the Etiwanda Fire from May 1 – 3, 2014 and the Cocos Incident on May 14 (thank you letter from City of San Marcos Fire Department attached).
- 7.2 July – Captain Rogers, and Firefighter/Paramedics Lavoire, Whitmore and Webb participated in a strike team assignment with BE-281.

Copy of Training Class Summary by Category

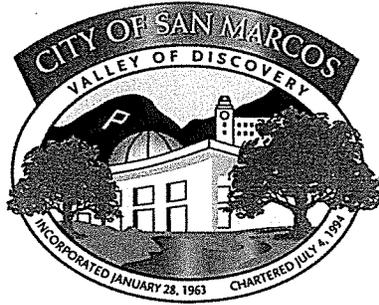
Class Date Between {07/01/2014} And {07/31/2014}

Category	Classes	Pct of Classes	Hours	Pct of Hours
AB.7 City Government	1	3.44%	1.00	1.36%
AB21 S.C.B.A.s	1	3.44%	2.00	2.73%
AB25 E-291 & MA-291 Equipment	4	13.79%	4.00	5.46%
AB27 Hose Evolutions	1	3.44%	2.00	2.73%
ADM TR Admin Training	3	10.34%	27.00	36.86%
DB.1 Review Rescue & Extrication Tools	2	6.89%	2.50	3.41%
DB.2 Ropes & Knots & Over the Side	1	3.44%	1.00	1.36%
DB.4 Apparatus Maintenance	2	6.89%	2.00	2.73%
EMS D PEER REVIEW	4	13.79%	7.00	9.55%
EVOLUTIONS ENGINE CO EVOLUTIONS	1	3.44%	1.25	1.70%
FF1A FIRE SERVICE ORG. AND RESPONSABILITY	1	3.44%	9.00	12.28%
FF1G ROPES, KNOTS AMD HITCHES	1	3.44%	2.00	2.73%
FF1T WILDLAND FIRE FIGHTING	1	3.44%	2.00	2.73%
PHY1 PHYSICAL FITNESS PROGRAM	2	6.89%	4.00	5.46%
PUMP EVOL Pumping Evolutions	1	3.44%	2.50	3.41%
RADIO HT OPERATIONS	2	6.89%	3.00	4.09%
SKI E EMS New Equipment Training	1	3.44%	1.00	1.36%
Totals	29		73.25	



Last weekend I was thinking that I still needed to write you a note to thank you for speaking to my environmental science class - and then we ran into each other. I do appreciate the time you took to talk to my class.

I'd like to talk about having some of your guys present on fire safety and/or Combustion reactions in August/January for the high school Chemistry classes.



July 1, 2014

Jeff Willis
Big Bear Fire Authority
P.O. Box 10000
Big Bear Lake, CA 92315

Dear Chief Jeff Willis,

On May 14, 2014, at approximately 3:30 p.m., a fire that originated near Cocos Drive in San Marcos quickly became a significant event. Driven by strong northeasterly winds, hot temperatures and very low relative humidity, the fire immediately threatened the surrounding communities and required emergency resources from throughout the region and beyond. Mitigation efforts extended over the next 8 days where the Cocos Incident consumed 1,995 acres through multiple jurisdictions. Cooperation and excellent working relationships between our Unified Command partners and the California mutual aid system proved to be extremely valuable in overcoming the many challenges presented.

On behalf of the San Marcos Fire Department, I want to thank you and the Big Bear Fire Authority for sending critical resources to help assist us in protecting life, property, and the environment. Without the cooperation of your agency, the impact and magnitude of this incident would have been significantly different. Your personnel worked countless hours all while maintaining a professional and positive attitude. Please express my humble appreciation to all of your personnel for their hard work and dedication to minimizing structure loss and protecting life within our community and beyond.

Our success as a region in overcoming challenges has grown tremendously over the years. I look forward to building upon the successes learned from this incident and strengthening our working relationship for the future.

Best Regards,


Brett Van Wey
Fire Chief

RECEIVED

JUL 21 2014

BIG BEAR LAKE FIRE DEPT.

**INTEROFFICE MEMO****FIRE DEPARTMENT**

DATE: September 15, 2014

TO: Chairman and Members of the Fire Board

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Corinne E. Flores, Administrative Assistant *CF*

SUBJECT: **FIRE DEPARTMENT UPDATE – AUGUST 2014**

1. SERVICE DELIVERY

		Current Month	Calendar Year to Date
a.	Fire Calls, Hazardous Condns., Serv. Calls	87	510
b.	Rescue/Medical Calls	179	1,376
c.	Training Class Summary	143.5	939.27
d.	DRC Reviews	1	20
e.	Fire Flow Reviews	1	3

2. COMMUNITY RELATIONS

- 2.1 August 2 – Fire personnel and the ladder truck were staged for opening ceremonies for the Tour de Big Bear. A large American flag was adhered to the 75 foot ladder and honored during the playing of the National Anthem.
- 2.2 August 17 – Big Bear Firefighters 14th Annual Charity Golf Tournament at Bear Mountain Golf Course. Proceeds to benefit local charities throughout the Big Bear Valley.
- 2.3 August 17 – Battalion Chief Parham attended MWD's 50th Anniversary Celebration open house at the Marina Resort. Big Bear Queen boat rides, lake and dam tours, history and education, and boating safety were some of the provided activities.
- 2.4 August 23 – Battalion Chief Parham was the guest speaker at the Sugarloaf Property Homeowners' Association meeting.
- 2.5 August 23 – a thank you letter (copy attached) was received from the Big Bear Pilots' Association Chairperson for the Fire Department's participation in Big Bear Youth Aviation Adventures. Safety Coordinator Bruinsma facilitated the coordination of air resources, Sheriff's Air and Reach Air/Upland Fire. Captain Huefner and A Shift participated in the day long event by providing static displays of an engine and

ambulance and informing attendees how the equipment/apparatus is used during an aviation emergency.

- 2.6 August 26 – Engineer David Jayne taught a class to fifteen educators from a Santa Fe Springs Christian School on Natural Disasters and Earthquake Preparedness for Educators. The group had previously traveled to Big Bear for team building projects. In addition to Engineer Jayne's Power Point presentation, the group entered into a two hour discussion about what they, as educators, can do to prepare themselves and their students before, during, and after an earthquake. The Administrator, Cindy Jarvis, is a friend of the Jayne family.
- 2.7 August 26 – Chief Willis was a guest speaker at the Big Bear Association of Realtors fundraiser. He provided fire safety information on fire sprinklers and smoke & carbon monoxide detectors. A thank you letter is attached.
- 2.8 August 30 – Chief Willis attended a meet and greet with Congressman Paul Cook, Eighth District, who was in Big Bear for the grand opening/ribbon cutting ceremony of the Big Bear Valley Historical Society Caddy Shack building. Meeting with Congressman Cook provided Chief Willis with an opportunity to talk about the local community as it relates to federal policy.

3. OPERATIONS

- 3.1 Chief Willis and/or Battalion Chief Maltby attended the following meetings during the reporting month:
 - CSD Board – August 4 and 18
 - CSD Finance Committee – August 28
 - Big Bear Fire Authority – August 19
 - Big Bear Lake City Council – August 25
- 3.2 August – Battalion Chief Parham continues to provide monthly EMS Quality Improvement and Peer Review Training.
- 3.3 August 11 – Chief Willis and Battalion Chief Maltby attended a LAFCO protest period hearing regarding the Baldwin Lake community annexation into the CSD for fire and emergency services.
- 3.4 August 12 – Chief Willis and Battalion Chief Maltby attended the bi-monthly meeting of Mountain Mutual Aid.
- 3.5 August 12 – Chief Willis, Battalion Chief Maltby, and FFPC Yegge met to discuss the upcoming Neighborhood Chipping Program.
- 3.6 August 13 – Battalion Chief Parham attended the monthly meeting of the San Bernardino County Fire Chiefs' Association, EMS Officers.

- 3.7 August 14 – Battalion Chief Maltby attended a San Bernardino County Arson Task Force meeting.
- 3.8 August 25 – Chief Willis met with Supervisor James Ramos to discuss the Big Bear Fire Departments.
- 3.9 August 25 – Battalion Chief Maltby assisted the San Bernardino City Fire Department with the investigation of an apartment complex fire involving a death.
- 3.10 August 28 – The Big Bear Fire Department hosted the monthly meeting of the San Bernardino County Fire Chiefs Association at View Haus, Snow Summit. Attendees included Chief Willis, Battalion Chief Maltby, Admin. Asst. Flores, and Admin. Specialist Gustason. Mayor Obernolte welcomed the Fire Chiefs to the City of Big Bear Lake and their administrative personnel.

4. HEALTH AND SAFETY

- 4.1 Safety Coordinator Bruinsma provided the following training to CSD employees:
 - Trench and Excavation
 - CERT fire hose and fire extinguishers

5. PERSONNEL

- 5.1 August 4 – open recruitment; applications due for the position of Captain. A written exam was administered on August 18, and the assessment lab was given on August 20.
- 5.2 August 11 – a written exam was administered for the position of Engineer. An Assessment Center was conducted on August 26 at the Big Bear Airport.
- 5.3 August 15 – open recruitment; applications due for the position of Apprentice Firefighter/Paramedic.

6. ADMINISTRATIVE STAFF TRAINING/CONFERENCES/SEMINARS

Nothing to report.

7. MISCELLANEOUS

- 7.1 The following represents participation on Management Teams or strike team assignments:

August 1 & 2 – Battalion Chief Les Curtis, Incident Management Team, El Portal Fire, Yosemite National Park.

August 1 to 6 – Battalion Chief Don Smith, Incident Management Team, El Portal Fire, Yosemite National Park.

August 2 & 3 – Firefighter/Paramedic Scott Gehr, Fireline Paramedic, 3-7 Fire, Lassen-Modoc, CDF.

August 2 to 16 – Brush Engine-281 with Captain Dan Rogers, Firefighter/Paramedics Roger LaVoire, Bobby Whitmore, and Joey Webb, Lodge Lightning Complex, Mendocino County (Wilderness Lodge and Eel River Canyon area).

August 2 to 13 – Engineer Kelvin McElfish, Air Support Group Supervisor, Coffee Fire, Shasta National Forest.

August 3 – Firefighter/Paramedic Scott Gehr, Fireline Paramedic, Beaver Fire, Klamath National Forest.

August 3 to 14 – Firefighter/Paramedic Scott Gehr, Fireline Paramedic, Little Deer Fire, Klamath National Forest.

August 17 & 18 – Battalion Chiefs Les Curtis and Don Smith, Incident Management Team 5, Operations Section Chief Type 1, Tecolote Incident, Angeles National Forest.

August 18 to 22 - Brush Engine-281 with Captain Greg Robison, Engineer Ken Peterson, Firefighter/Paramedic Tony Picciano, and Apprentice Firefighter/EMT Jessica Ortega, Strike Team, Way Fire, Sequoia National Forest.

August 19 to 25 – Battalion Chief Les Curtis, Incident Management Team, Way Fire, Sequoia National Forest.

August 23 – Engineer Kelvin McElfish, Air Support Group Supervisor, Happy Camp Complex Fire, Klamath National Forest. Note: Engineer McElfish is still on this fire as of September 10.

- 7.2 August 13 – Chief Willis attended a retirement breakfast for Chief Mike Bell of Rancho Cucamonga Fire.
- 7.3 August 22 – Chief Willis, Battalion Chief Maltby, and Captain Rogers attended the Fire & Burn Foundation annual Hope & Courage Awards Banquet. Individuals are recognized during this event for risking their lives in an effort to save another from burn injury or death by fire.
- 7.4 August 25 – Safety Coordinator Nick Bruinsma attended the monthly Community Emergency Response Team (CERT) meeting.
- 7.5 August - A woman stopped by the fire station on Friday, August 1, 2014. She stated she had participated in the Tour de Big Bear last year and was injured on North Shore and Paradise (she is riding again this year). She wanted to thank Brandon Willis and his partner for their professionalism and stated she was very appreciative for our service.

Copy of Training Class Summary by Category

Class Date Between {08/01/2014} And {08/31/2014}

Category	Classes	Pct of Classes	Hours	Pct of Hours
11PF LADDER RAISES	1	3.70%	1.00	0.69%
ADM TR Admin Training	1	3.70%	2.00	1.39%
BB.1 Code 3 Driving	1	3.70%	2.00	1.39%
BB.2 Written Policies	1	3.70%	2.00	1.39%
BB.9 Salvage	1	3.70%	1.00	0.69%
CO OFF TR Company Officer Training	6	22.22%	92.00	64.11%
DRIVEOP DRIVER / OPERATOR	2	7.40%	16.00	11.14%
EMS C PROTICOL UPDATE	1	3.70%	2.00	1.39%
FF1B MISCELLANEOUS EQUIPMENT AND TOOLS	1	3.70%	1.00	0.69%
FF1I GROUND LADDERS	2	7.40%	3.00	2.09%
FF1K RESCUE	1	3.70%	2.50	1.74%
FF1L VENTILATION	1	3.70%	1.00	0.69%
PHY1 PHYSICAL FITNESS PROGRAM	2	7.40%	4.00	2.78%
POST Critique incident	1	3.70%	1.00	0.69%
PUMP EVOL Pumping Evolutions	2	7.40%	6.00	4.18%
RADIO HT OPERATIONS	1	3.70%	1.00	0.69%
SKI T EMS Skills / Assesment Testing	1	3.70%	2.00	1.39%
WREF WILDLAND ANNUAL REFRESHER	1	3.70%	4.00	2.78%
Totals	27		143.50	



Dear Chief Harold,

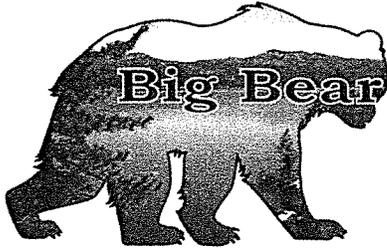
The Big Bear Airport Pilots Association's third Youth Aviation Adventure was fantastic. The participants numbered 170 their parents and scout leaders numbered 50-60 and the volunteers numbered 57 including BBAPA members as well as fire fighters, and helicopter crews. There were local participants, as well as kids and adults from Irvine, Murrieta, Riverside, Redlands, Beaumont, Glendora, Victorville, Apple Valley and many more towns and cities. We fed close to 300 people a fine lunch of hot dogs, chili, nacho chips, cheese and a beverage. The big success...the kids came in large numbers, the smile on their faces, the comments from them, their parents, the scout leaders and from our own volunteers indicated that we achieved our objective. That objective was to have fun and learn about aviation.

That objective was reached because of the efforts of many people, including you. Thanks for supplying us with a couple of fire vehicles and the staff who uses them. They discussed the equipment and how it was used on an aviation emergency. Thanks also for arranging helicopter coverage. We had coverage all day even though some had to leave. PLEASE SEND ME CONTACT INFO FOR BOTH REACH AND SB SHERIFF SO THAT I MAY THANK THEM PROPERLY.

Your thoughts and recommendations, are being solicited, so let me know what you think can help make the program better.

Thanks again,

Dick Foat – Big Bear Pilot's Association, YAA Chairperson



Big Bear Association of REALTORS®, Inc.

(909) 866-5891 • (909) 866-6098 Fax
P.O. Box • 1563 Big Bear Lake, CA 92315
email: bbvbor@hotmail.com

September 2, 2014

Jeff Willis
Fire Chief
Big Bear Fire Department
P.O. Box 10000
Big Bear Lake, CA 92315

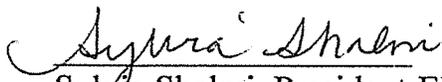
Dear Jeff,

On behalf of the Big Bear Association of REALTORS® we would like to thank you for speaking at our RAF fundraiser on August 26, 2014. We are truly grateful for the valuable information we all received.

Thank you for your service to our community.

Sincerely,


Jose Tapia, President


Sylvia Shalmi, President-Elect

RECEIVED

SEP 08 2014

BIG BEAR LAKE FIRE DEPT.



Jurisdictions: Big Bear Lake Valley, San Bernardino County, California



**INTEROFFICE MEMO****FIRE DEPARTMENT**

DATE: October 14, 2014

TO: Chairman and Members of the Fire Board

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Corinne E. Flores, Administrative Assistant *CF*

SUBJECT: **FIRE DEPARTMENT UPDATE – SEPTEMBER 2014**

1. SERVICE DELIVERY

		Current Month	Calendar Year to Date
a.	Fire Calls, Hazardous Condns., Serv. Calls	58	568
b.	Rescue/Medical Calls	167	1,543
c.	Training Class Summary	117.75	1,057.02
d.	DRC Reviews	4	24
e.	Fire Flow Reviews	4	7

2. COMMUNITY RELATIONS

- 2.1 September – Fire personnel are providing courtesy firefighter standby for Big Bear High School “home” football games at Minder Field.
- 2.2 September 11 – at the invitation of Big Bear High School students, Fire personnel attended the annual September 11 Remembrance Ceremony. Nick Bruinsma and Captain John Arden read a poem entitled, “Ringing of the Bell,” while ringing a bell during the reading. A large American Flag was hung from Medic Truck-281 for the event. Special guest speaker was Gunnery Sergeant Antonio Flores, Jr.
- 2.3 September 13 – EMS/Fire Financial Coordinator Eileen Berne, Safety Coordinator Nick Bruinsma, and “C” Shift-281 attended the Health Fair at Bear Valley Community Hospital. Fire personnel provided safety information and Ambulance Membership Program applications in addition to answering questions from the public.
- 2.4 September 19 – “C” Shift-291 (Captain Mandolini and crew) assisted with the Kodiak 100 mile marathon race by leading the runners at the start of the race that began and finished in the Village.
- 2.5 September 28 – Battalion Chief Parham and “A” Shift-281 participated in the annual Doves Walk-a-Mile-in-Her-Shoes event to help raise awareness about domestic violence. The firefighters put on high heels and walked through the Village.

3. OPERATIONS

- 3.1 Chief Willis and/or Battalion Chief Maltby attended the following meetings during the reporting month:
 - CSD Board – September 15
 - Big Bear Lake Fire Protection District Closed Session – September 22
 - Big Bear Fire Department Staff Meeting – September 9
 - Big Bear Lake City Council – September 8 and 22
- 3.2 September 4 – Battalion Chief Parham attended EMS training for new cardiac algorithms at the Inland Counties Emergency Medical Agency.
- 3.3 September 10 – Battalion Chief Parham attended the monthly San Bernardino County Fire Chiefs Association, EMS Officers section at the San Manuel Fire Department.
- 3.4 September 10 – Battalion Chief Maltby met with Mark Roberts, Inland County Emergency Medical Agency regarding the National Fire Incident Reporting System (NFIRS) reports.
- 3.5 September 11, 15 & 29 – Battalion Chief Maltby has continued to assist the San Bernardino City Fire with a serial arson case as a team member of the San Bernardino County Arson Taskforce.
- 3.6 September 17 – Battalion Chief Parham attended an affiliation proposal presentation by representatives of the Loma Linda Medical Center, which was hosted by the Bear Valley Community Hospital.
- 3.7 September 17 – Chief Willis and Battalion Chief Maltby attended the Tour of Future Concepts in San Dimas, company that specializes in the development of interoperable communication systems.
- 3.8 September 22 – Battalion Chief Maltby attended an arson case meeting at San Bernardino City Fire Department as a member of the San Bernardino County Arson Taskforce.
- 3.9 September 25 – Chief Willis attended the monthly San Bernardino County Fire Chiefs' Association meeting at the San Manuel Fire Department.
- 3.10 September – Battalion Chief Parham completed monthly EMS training and monthly continuous quality peer review.

4. HEALTH AND SAFETY

- 4.1 Safety Coordinator Bruinsma facilitated the following training:
 - Pepper Spray Usage Policy
 - Picking Up Bad Vibrations

- Preventing Substance Abuse
- Web based Preventing Discrimination and Harassment for CSD Directors

4.2 Safety Coordinator Bruinsma conducted an accident review for the CSD Water Department.

5. PERSONNEL

5.1 September – Suppression personnel are undergoing annual physical fitness testing.

5.2 September 16 – Battalion Chief Parham facilitated an Apprentice Firefighter/Paramedic assessment center. Interviews for this position were conducted on September 29.

5.3 September 30 – Battalion Chief Maltby conducted interviews with four candidates for the position of Engineer.

6. ADMINISTRATIVE STAFF TRAINING/CONFERENCES/SEMINARS

6.1 September 25 – Accounting Technician McIlwain and Admin. Specialist Gustason attended Substance Abuse training at Station-282.

6.2 September 30 to October 2 – Chief Willis attended the California Fire Chiefs Association 2014 Annual Conference in Long Beach.

7. MISCELLANEOUS

7.1 The following represents participation on management teams or strike team assignments:

September 14 to 30, Battalion Chief Les Curtis, Incident Management Team, King Fire, El Dorado National Forest.

September 14 to October 2, Battalion Chief Don Smith, Incident Management Team, King Fire, El Dorado National Forest.

September 18 to 22, Engineer Kelvin McElfish, Air Support Group Supervisor, June Fire, Inyo National Forest.

7.2 September – Fire personnel are providing chipping services for the Neighborhood Chipping Program within the Authority's jurisdiction.

7.3 September 8 to 12 – Fire personnel conducted Community Emergency Response Team (CERT) training for new members from 6:00 p.m. – 10:00 p.m., graduating ten new members.

- 7.4 September 27 – Apprentice Firefighter/EMT William Evangelisti was a participant in the Battle of the Badges held in Montebello. He competed against a Los Angeles County Sheriff and won the fight by unanimous decision. Congratulations, Bill!



cef
Attachments

Copy of Training Class Summary by Category
 Class Date Between {09/01/2014} And {09/30/2014}

Category	Classes	Pct of Classes	Hours	Pct of Hours
ADM TR Admin Training	1	2.94%	35.00	29.72%
CSD35 Drug Awareness	1	2.94%	3.00	2.54%
CSD7 Fire Extinguisher Training	1	2.94%	4.00	3.39%
DCTRNG Department Cross Training	1	2.94%	3.00	2.54%
EMS B Field Care Audits	1	2.94%	1.00	0.84%
EMS D PEER REVIEW	2	5.88%	4.00	3.39%
EMS I Undefined Scope of Practice Skills	1	2.94%	1.00	0.84%
EMS J EMS CE's	2	5.88%	4.00	3.39%
FF1B MISCELLANEOUS EQUIPMENT AND TOOLS	1	2.94%	2.00	1.69%
FF1G ROPES, KNOTS AMD HITCHES	1	2.94%	1.00	0.84%
FF1I GROUND LADDERS	3	8.82%	5.50	4.67%
FF1Q FIRE PREVENTION AND INVESTIGATION	1	2.94%	2.00	1.69%
FF1R COMMUNICATIONS	5	14.70%	9.00	7.64%
FF1T WILDLAND FIRE FIGHTING	2	5.88%	3.25	2.76%
PHY1 PHYSICAL FITNESS PROGRAM	6	17.64%	12.00	10.19%
SKI T EMS Skills / Assesment Testing	1	2.94%	6.00	5.09%
TRGMTG TRAINING OFFICER MTG	2	5.88%	18.00	15.28%
TRSOLUTIONS Target Solutions	2	5.88%	4.00	3.39%
Totals	34		117.75	



AGENDA REPORT

Item No. **FP8**

MEETING DATE: October 27, 2014

TO: Honorable Chairman and Members of the Fire Protection District

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Mike Maltby, Battalion Chief *MM*

SUBJECT: **BUDGET ADJUSTMENT FOR FISCAL YEAR 2014/15**

BACKGROUND

The Fire Authority has now grown to a point in which the continuation and use of Administrative Services of each parent jurisdiction has become increasingly inefficient from the standpoint of cost sharing and cross billing and reconciliation of fiscal information. Fire Authority management, clerical staff and those working in each respective finance department desire fiscal management and other associated administrative functions be transferred and assumed by the Fire Authority.

Additionally, it is necessary for the Fire Authority to begin taking affirmative steps toward establishing the organization as an employing agency. This has been an established goal for a number of years.

DISCUSSION

At the October 21, 2014 Fire Authority meeting, staff presented several agenda items related to the transfer of fiscal management and other associated administrative functions into the Fire Authority as well as the establishment of the Fire Authority as an employing organization. As a result of Board action, staff received approval to proceed with the following items:

- The hiring of a Senior Finance Officer and associated expenses - \$98,500
- The hiring of an Administrative Clerk - \$37,000
- The purchase of financial accounting software up to \$28,000
- Contract with Keenan and Associates for consulting services, not to exceed \$20,000

FISCAL IMPACT

The total fiscal impact within the Fiscal Year 2014/15 Budget is \$183,500, resulting in a fiscal impact to each parent agency in the amount of \$91,750.

RECOMMENDATION

Staff recommends the Board approve a budget adjustment to the Fiscal Year 2014/15 Fire District Budget in the amount of \$91,750.

MM/cef



AGENDA REPORT

Item No. **FP9**

MEETING DATE: October 27, 2014

TO: Honorable Chairman and Members of the Fire Protection District

FROM: Jeff Willis, Fire Chief *JW*

SUBJECT: **PROPOSAL FOR THE DEVELOPMENT OF SCHEMATIC DESIGN FOR ADDITIONAL OFFICE SPACE AT STATION 281 AND THE ESTABLISHMENT OF AN AD HOC HEADQUARTERS DESIGN AND OFFICE EXPANSION COMMITTEE**

BACKGROUND

As previously discussed and approved within the FY 2014/15 Budget, staff has identified the need to create additional office space at Station 281.

DISCUSSION

Staff has contacted James M. Nicoloff, who is the station design architect of record for the existing fire station constructed in 2000. Mr. Nicoloff has submitted a proposal of \$7,811 to develop schematic designs for the proposed tenant improvement. Mr. Nicoloff is further prepared to assist the Board and staff with other phases of the project, up to and including, completion.

Significant discussion with the stakeholders regarding site and building design is required during the first phase; therefore, Staff recommends that the Chairman appoint an ad hoc Headquarters Design and Office Expansion Committee.

FISCAL IMPACT

This project is included as a work plan for FY 2014/15 and is within budget.

RECOMMENDATION

Board consideration of:

1. Authorizing the Fire Chief to execute an agreement with James M. Nicoloff, Architect for the preparation of schematic design and documentation for additional office space at Station 281 in the amount of \$7,811; and

Agenda report for the Meeting of October 27, 2014

Proposal for the Development of Schematic Design for Additional Office Space at Station 281
and the Establishment of an Ad Hoc Headquarters Design and Office Expansion Committee

Page 2

2. The establishment of an ad hoc Headquarters Design and Office Expansion Committee to assist and provide direction to Staff for the project.

JW/cef

Attachment: J. Nicoloff Fee Proposal and Standard Form of Agreement Between Owner and Architect

James M. Nicoloff, Architect

October 9, 2014

Big Bear Fire Department
P.O. Box 10000
41090 Big Bear Blvd.
Big Bear Lake, CA 92315

Attn: Jeff Willis, Fire Chief

Re: Fee Proposal for Schematic Design Services for Additions to the Big Bear Lake Fire Headquarters and Station 281

Dear Chief Willis:

In consideration of our understanding of the nature and magnitude of the scope of work, based on our familiarity with the existing facility, our firm is presently in a position to accomplish the required work for the above project.

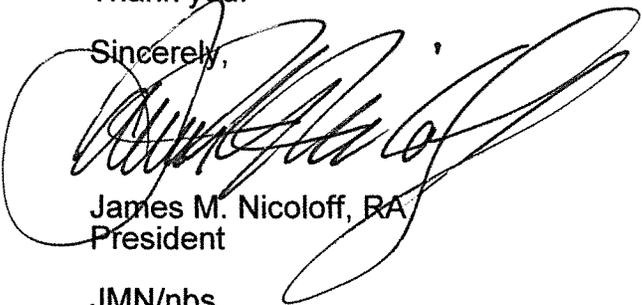
We are proposing to furnish the desired A/E services in connection with the subject project for a total fee in the amount of Seven thousand eight hundred eleven dollars, (\$7,811.00). This proposal is limited to the preparation of a schematic design incorporating the addition of office space to the existing Fire Department facilities.

Should the project proceed beyond this point we will provide you with fee proposal covering all necessary A/E services required to complete the project. Additional services for this phase, should they be required, will be provided per the attached hourly rate schedule.

Should the above amounts not appear acceptable as an equitable fee, we are prepared to present and discuss the factors considered in development of our proposal. Performance of the services will be within the time periods to be agreed to between the Big Bear Fire Department and James M. Nicoloff, Architect. We are looking forward to working with your Department once again

Thank you.

Sincerely,


James M. Nicoloff, RA
President

JMN/nbs

RECEIVED

OCT 16 2014

Big Bear Fire Dept.

James M. Nicoloff, Architect

HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis:

Principal Architect/Engineer	\$ 172.00 per hour
Project Manager	\$ 110.00 per hour
Quality Control	\$ 110.00 per hour
Construction Administrator	\$ 110.00 per hour
Designer	\$ 105.00 per hour
Specification Writer	\$ 107.00 per hour
Drafter	\$ 75.00 per hour
Secretarial	\$ 65.00 per hour

Mileage, where applicable, will be charged at the rate of 58 cents a mile.

Per diem rates, where applicable, will be charged at \$163.00 per day plus eight hours of basic hourly pay.

Reimbursable Expenses, where applicable, compensation to be computed as a multiple of 1.15 times the expense incurred.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN
ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made as of the __ day of October in the year of 2014

BETWEEN

the Owner: Big Bear Lake Fire Protection District
P.O. Box 10000
41090 Big Bear Blvd.
Big Bear Lake, CA 92315

and the Architect: Nicoloff and Associates, Inc.
3405 Kenyon Street, Suite 511
San Diego, California 92110

for the following Project:

Project involves the addition of approximately 1,300 SF of office space to the existing Big Bear Lake Fire Protection District Headquarters-Station 281, located at 41090 Big Bear Blvd., Big Bear Lake, CA 92315. The addition is to be located under the existing entry canopy located at the south end of the existing building.

Initial project is limited to preparation of Schematic Design and Documentation. Further phases (ie: Design Development, Construction Documents, Bidding, and Construction Support as described below), will only be performed upon approval by the Board of Directors of the Big Bear Lake Fire Protection District of the Schematic Design and Documentation and negotiation of additional fees.

The Owner and Architect agree as set forth below.

ARTICLE 1
ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.1.6 Deliverables: one (1) full size (24"x 36") and ten (10) half size (11" x 17") prints of proposed site plan, floor plan and exterior elevations.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.2.3 Deliverables: one (1) full size (24"x 36") and ten (10) half size (11" x 17") prints of design development drawings and one (1) copy of the outline specifications.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.3.5 Deliverables: two (2) full size (24"x 36") and ten (10) half size (11" x 17") prints of construction drawings and one (1) set of written specifications.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, analyzing said bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.4.2 Deliverables: one (1) full size (24"x 36") print of proposed site plan, floor plan and exterior elevations.

1.5 CONSTRUCTION PHASE - SUPPORT OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall assist the Owner in determining the amounts owing to the Contractor based on

observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final

completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase and not included in the description of the project on Page 1.

1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.7.6 Providing design of site retaining walls if required.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed

quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be

adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2 THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems and site requirements.
- 2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.
- 2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.
- 2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-ways, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
- 2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining sub-soil, air and water conditions, with reports and appropriate professional recommendations.
- 2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.
- 2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.
- 2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

**ARTICLE 3
CONSTRUCTION COST**

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this

Agreement, whether or not the Construction Phase is commenced.

ARTICLE 4
DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

ARTICLE 5
REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6
PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment is not required under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.1.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most

recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or no account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7 ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9 MEDIATION

9.1 In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties

mutually agree otherwise.

9.2 The Owner and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

ARTICLE 10 TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

10.4.1 20 percent if termination occurs during the Schematic Design Phase; or

10.4.2 10 percent if termination occurs during the Design Development Phase; or

10.4.3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the latest edition of AIA Documents A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13 EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 14 BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 Compensation to the Architect shall be paid monthly based on the phase of work and the percentage completed and billed for that phase.

14.1 BASIC COMPENSATION

14.1.1 For Basic Services, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

1.4.1.1.a Schematic Design Phase - Seven thousand eight hundred eleven dollars, (\$7,811.00).

1.4.1.1.b Design Development Phase - to be negotiated at a future date.

1.4.1.1.c Construction Documents Phase - to be negotiated at a future date.

1.4.1.1.d Bidding or Negotiation Phase - to be negotiated at a future date.

1.4.1.1.e Construction Phase - to be negotiated at a future date.

14.1.2 Payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the attached fee spread sheet detailing the Basic Compensation payable.

14.2 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.3 COMPENSATION FOR ADDITIONAL SERVICES

14.3.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

On an hourly or reimbursable basis in accordance with the attached Rate Schedule.

14.3.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional civil, structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of one and one tenth (1.1) times the amounts billed to the Architect for such services.

14.4 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple one and one tenth (1.1) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

14.5 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate of one percent (1%) per month for unpaid balances.

14.6 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.6.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.6.2 IF THE SERVICES covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15 OTHER CONDITIONS OR SERVICES

15.1 ATTORNEYS' FEES: In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

15.2 BETTERMENT: If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

15.3 INDEMNIFICATION: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultants negligent performance of professional services under this Agreement and that of sub-consultants or anyone for whom the Consultant is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors employees and sub-consultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, sub-contractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

This Agreement entered into as of the day and year first written above.

OWNER

Big Bear Lake Fire Protection District

ARCHITECT

James M. Nicoloff, Architect

By: _____
Jeff Willis, Fire Chief

By: _____
James M. Nicoloff, AIA, President



AGENDA REPORT

Item No. **FP10**

MEETING DATE: October 27, 2014

TO: Honorable Chairman and Members of the Fire Protection District

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Corinne Flores, Administrative Assistant-Fire Chief *CF*

SUBJECT: **FIRE DISTRICT MEETING SCHEDULE FOR 2015**

BACKGROUND

Staff has reviewed the Fire District's upcoming 2015 meeting calendar in an attempt to foresee potential scheduling conflicts with other agency board meetings.

DISCUSSION

A proposed 2015 meeting calendar is attached for Board review and possible discussion. For the convenience of the Board, the proposed calendar includes the board meetings of the Big Bear Fire Authority, City of Big Bear Lake City Council, and the Big Bear City Community Services District.

The proposed 2015 meeting calendar has taken the following into consideration:

1. City Council approved a modified meeting schedule for 2015 at their meeting of September 22, 2014.
2. City Council cancelled their December 28, 2015 Board meeting; therefore, Staff proposes the Fire District Board consider cancelling its meeting for that day.
3. The Big Bear Fire Authority Board approved a modified meeting schedule for 2015 at their meeting of October 21, 2014.

RECOMMENDATION

Staff recommends the Fire District Board consider approving the proposed modified 2015 meeting schedule, which includes the cancellation of the December 28, 2015 meeting.

2015

City Council

Fire Board

Fire Authority

BBCCSD

Holidays

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		